

RESOLUTION NO. 2016-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT TO PURCHASE TWO COMPRESSED NATURAL GAS (CNG) TRANSIT CUTAWAY BUSES WITH CREATIVE BUS SALES, INC. IN AN AMOUNT NOT-TO- EXCEED \$240,000

WHEREAS, The Federal Transit Administration (FTA) requires entities that operate fixed route transit to also operate specialized service pursuant to the American with Disabilities Act (ADA), which requires paratransit service to be operated in the same service area and during the same times as fixed route service, and the ADA paratransit service for Elk Grove is e-van; and

WHEREAS, E-van service demands have recently increased to the point where riders are being denied trips due to capacity constraints, thereby requiring additional e-van vehicles; and

WHEREAS, Staff is proposing to purchase two additional CNG-fueled cutaway vehicles in accordance with requirements for an alternatively fueled fleet as determined by the California Air Resources Board (CARB), and

WHEREAS, In October of 2013, Staff participated in a joint cooperative purchasing procurement Request for Proposals (RFP) process, consistent with Elk Grove Municipal Code Section 3.42.180(B)(4). The RFP was issued and led by Paratransit Inc., for the provision of Cutaway, Minivans, Large Cutaway and Low Floor Cutaway buses on behalf of the City of Elk Grove, City of Folsom, City of Visalia, El Dorado County Transit Authority, Kings County Area Public Transit Agency, Solano County Transit, San Luis Obispo Regional Transit Authority, and Yolo County Transit District. The solicitation included separate quantities and options for each agency; and

WHEREAS, Each participating agency was required to award and enter into sole and separate contracts with the awarded contractor; and

WHEREAS, Creative Bus Sales, Inc. was successful in this process and was awarded contract C-15-486 in June of 2014; and

WHEREAS, Transportation Development Act (TDA) funds will be used for this purchase. There is sufficient funding identified in the Transit Services FY 2015-16 operating budget due to the \$400,000 decrease in the Sacramento Regional Transit District Proportionate Share Payment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove authorizes the City Manager to enter into a contract to purchase two compressed natural gas transit cutaway buses with Creative Bus Sales, Inc. in an amount not-to-exceed \$240,000.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 24th day of February 2016.



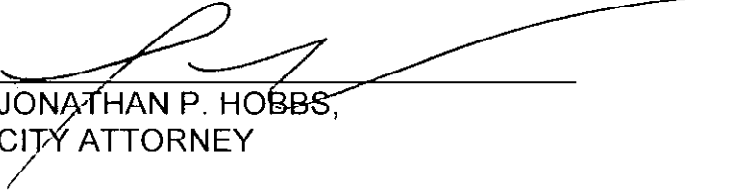
GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

AGREEMENT REGARDING JOINT PROCUREMENT OF CUTAWAYS, MINIVANS, LARGE CUTAWAYS AND LOW FLOOR CUTAWAYS

BETWEEN

PARATRANSIT, INC, THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF VISALIA, THE EL DORADO COUNTY TRANSIT AUTHORITY, THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY, THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, THE SOLANO COUNTY TRANSIT AGENCY, AND THE YOLO COUNTY TRANSPORTATION DISTRICT

AND

CREATIVE BUS SALES, INC.

THIS AGREEMENT is entered into between PARATRANSIT, INC., THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF VISALIA, THE EL DORADO COUNTY TRANSIT AUTHORITY, THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY, THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, THE SOLANO COUNTY TRANSIT AGENCY, AND THE YOLO COUNTY TRANSPORTATION DISTRICT (hereinafter referred to collectively as "PARTICIPATING AGENCIES"), and CREATIVE BUS SALES INC., a California corporation (hereinafter "CONTRACTOR") (each referred to individually as a "party" and collectively as the "parties"), as of this 26 day of June, 2014.

This Agreement is made with reference to the following recitals:

WHEREAS, PARATRANSIT, INC., by its Request for Proposals #13-03 ("RFP"), duly advertised for written proposals to be submitted on or before 11:00 A.M. on January 21, 2014 for the purchase of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways on behalf of the PARTICIPATING AGENCIES; and

WHEREAS, CONTRACTOR'S detailed listing of each vehicle selected by class (A, B, C, etc.) and the associated detailed pricing and option information is attached hereto as Exhibit "A" ("Pricing Sheets"), and is incorporated herein by reference as if set forth in full; and

WHEREAS, PARATRANSIT, INC.'S RFP is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

WHEREAS, CONTRACTOR submitted proposals, including sealed bids, in response to PARATRANSIT, INC.'s RFP; and

WHEREAS, it was determined that CONTRACTOR was the successful responsive and responsible bidder; and

WHEREAS, CONTRACTOR's proposals in response to PARATRANSIT, INC.'s RFP are attached hereto as Exhibit "C"; and

WHEREAS, the PARATRANSIT, INC. Board of Directors has authorized the Chief Executive Officer via Resolution # 10-14 to award the CONTRACT and accept the CONTRACTOR's bid

through Agreement between CONTRACTOR and PARATRANSIT, INC. upon the terms and conditions set forth herein; and

WHEREAS, PARATRANSIT, INC. has fully complied with all federal, state and local laws governing the public bidding process for the purchase of Cutaways, Minivans, Large Cutaways, and Low Floor Cutaways;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises of the mutual covenants and agreements herein contained, CONTRACTOR and PARTICIPATING AGENCIES hereby agree as follows:

1. DEFINITIONS; GENERAL TERMS AND CONDITIONS:

"CONTRACT" shall mean this Agreement.

"CONTRACT DOCUMENTS" shall mean this Agreement, along with all Exhibits referenced herein, including without limitation all documents referenced in said Exhibits. Each Exhibit is hereby incorporated into and made a part of the CONTRACT. The CONTRACT DOCUMENTS are intended to be complementary. Services required by one CONTRACT DOCUMENT and not the others shall be performed as if required by all. If CONTRACTOR discovers an error, conflict or discrepancy in or among the CONTRACT DOCUMENTS, CONTRACTOR shall immediately provide written notice of same to PARATRANSIT, INC. Should conflicts exist among the CONTRACT DOCUMENTS, this Agreement and Exhibit A shall control over the RFP (Exhibit B); and the RFP (Exhibit B) shall control over CONTRACTOR'S Proposal (Exhibit C). Any contract, agreement or other document subsequently created by any Party in connection with a Purchase Order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the CONTRACT DOCUMENTS shall not be valid without the prior written approval of the PARTICIPATING AGENCIES and CONTRACTOR.

"CONTRACTING OFFICER" shall mean the person who is administering this CONTRACT on behalf of each party except as limited herein. The CONTRACTING OFFICER for PARATRANSIT, INC. is the CTSA and Program Compliance Manager. Each PARTICIPATING AGENCY placing an order using the CONTRACT DOCUMENTS shall also designate a CONTRACTING OFFICER.

"COOPERATIVE" shall be the term used to describe the relationship between PARATRANSIT, INC. and the PARTICIPATING AGENCIES for this Joint Procurement.

"DAYS" or "days", unless otherwise stated, shall mean calendar days.

"DEFECT" shall mean patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

"DEVIATION" shall mean variance from a requirement or specification that does not alter the basis of the CONTRACT or adversely affect its performance.

"ORDERING AGENCY" is the term for the PARTICIPATING AGENCY that is purchasing vehicles from the CONTRACT DOCUMENTS. In this case, an ORDERING AGENCY must be a PARTICIPATING AGENCY.

"PARTICIPATING AGENCY" shall mean one of the following: City of Elk Grove, City of Folsom, City of Visalia, El Dorado County Transit Authority, Kings County Area Public Transit Agency,

Paratransit, Inc., Solano County Transit, San Luis Obispo Regional Transit Authority, and Yolo County Transportation District.

"PASS THROUGH WARRANTY" shall mean a warranty provided by the CONTRACTOR but administered directly by the component Supplier.

"PROPOSAL" shall mean the proposals submitted by CONTRACTOR (Exhibit "C") for the vehicles identified in Exhibit A and a promise by CONTRACTOR to deliver equipment and services according to the RFP, documented using the prescribed form.

"VEHICLE MANUFACTURERS" shall mean the vehicle manufacturers identified on Exhibit "A" to this Agreement.

"WORK" shall mean any and all vehicles, labor, supervision, services, materials, machinery, equipment, tools, supplies, warranties and facilities called for by the CONTRACT DOCUMENTS and necessary to the completion thereof.

2. TERM OF CONTRACT: This CONTRACT is for a term of five (5) years commencing on the effective date set forth in the Notice to Proceed (NTP) issued by PARATRANSIT, INC. CONTRACTOR shall provide vehicles and WORK under Exhibit A for a period of five (5) years and in accordance with Federal Transit Administration requirements. PARTICIPATING AGENCIES may issue contract/purchase order requests throughout the duration of the five (5) year term of this CONTRACT. Delivery of vehicles is not required prior to expiration of the CONTRACT term.

3. PERFORMANCE BY CONTRACTOR: CONTRACTOR shall provide vehicles and WORK to each ORDERING AGENCY pursuant to the terms and conditions of all CONTRACT DOCUMENTS, including but not limited to Exhibit A, Exhibit B, and Exhibit C. Each ORDERING AGENCY reserves the right to review and approve all vehicles delivered and WORK performed by CONTRACTOR.

4. AMENDMENTS: Any CONTRACT modification or amendment, including any modification to CONTRACT DOCUMENTS, shall be issued by PARATRANSIT, INC. in writing and coordinated through the PARTICIPATING AGENCIES and CONTRACTOR for approval by all parties in writing. No alteration or variation of the terms of the CONTRACT shall be valid unless made in writing and signed by all parties, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties.

5. ADMINISTRATION OF CONTRACT: PARATRANSIT, INC. shall administer the provisions of this CONTRACT.

6. CO-PARTNERSHIP DISCLAIMER: The parties understand and agree that nothing in this CONTRACT is intended or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as creating an employment or agency relationship between the parties. CONTRACTOR shall be deemed at all times to be an independent contractor and is solely responsible for all matters relating to its employees, agents and representatives.

7. INSURANCE:

A. CONTRACTOR OBLIGATIONS:

CONTRACTOR hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this CONTRACT and any extensions to this CONTRACT, the following described insurance coverages:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.
(2) Comprehensive Automobile Liability: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001), including but not limited to premises and operations; broad form contractual; independent contractors and subcontractors; and products and completed operations.	\$2,000,000 per occurrence; \$5,000,000 aggregate. Aggregate limit shall apply separately per project/location.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of five thousand dollars (\$5,000) must be declared to and approved by PARATRANSIT, INC.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) For any claims related to this CONTRACT, the CONTRACTOR'S insurance coverage shall be primary insurance as respects PARTICIPATING AGENCIES, their directors, officers, employees and agents. Any insurance or self-insurance maintained by PARTICIPATING AGENCIES, or their directors, officers, employees or agents shall be in excess of the CONTRACTOR'S insurance and shall not contribute to it.

(2) Any failure by CONTRACTOR to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to PARTICIPATING AGENCIES, their directors, officers, employees or agents.

(3) CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought.

(4) Each insurance policy required by this CONTRACT shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to each PARTICIPATING AGENCY.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by PARATRANSIT, INC.

d. Certificate of Insurance and Additional Insured Requirement: CONTRACTOR shall furnish to each PARTICIPATING AGENCY an original Certificate of Insurance on a standard ACORD form, substantiating the required insurance coverages and limits set forth above and also containing the following:

- (1) Thirty (30) days' prior written notice, by certified mail return receipt requested, to the Risk Manager of all PARTICIPATING AGENCIES of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
- (2) The following statement with respect to the Commercial General Liability and Automobile Liability policies: "PARTICIPATING AGENCIES and their directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this CONTRACT are concerned."

e. Certified Copies of Policies: Upon request by any PARTICIPATING AGENCY, CONTRACTOR shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

f. CONTRACTOR'S Responsibility: Nothing herein shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for damages resulting from CONTRACTOR's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve CONTRACTOR of liability in excess of such minimum coverage, nor shall it preclude PARTICIPATING AGENCIES from taking other actions available to them under this CONTRACT or by law, including but not limited to, actions pursuant to CONTRACTOR'S indemnity obligations.

g. Subcontractors: CONTRACTOR shall either require any subcontractor to procure and to maintain during the term of any subcontract all insurance in the amounts and on the terms specified in this Section 7.A., or shall itself insure the activities of subcontractors in the amounts and on the terms specified in this Section 7.A.

B. VEHICLE MANUFACTURER OBLIGATIONS

CONTRACTOR shall ensure that VEHICLE MANUFACTURERS provide at their own expense and maintain at all times the following insurance policies with insurance companies licensed in the State of California and shall provide evidence of such insurance to PARTICIPATING AGENCIES, naming each PARTICIPATING AGENCY as an additional insured pursuant to the requirements of Section 7.A.d. above, or as may be required by the Risk Manager of each PARTICIPATING AGENCY. CONTRACTOR shall ensure that the policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of each PARTICIPATING AGENCY by certified mail, return receipt requested, for all the following stated insurance policies.

POLICY	MINIMUM LIMITS OF LIABILITY
(1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$2,000,000 per occurrence; \$5,000,000 aggregate. Aggregate limit shall apply separately per project/location.
(2) Product Liability and Completed Operations.	\$2,000,000 per occurrence for 5 years after acceptance of last bus delivered under this Agreement. (Product Liability coverage can be effected through an excess liability policy.)

8. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless each PARTICIPATING AGENCY, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this CONTRACT, *excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee.* CONTRACTOR shall pay all costs and expenses that may be incurred by PARTICIPATING AGENCIES in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this CONTRACT.

9. BANKRUPTCY, ETC: The parties agree that the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR, or a general assignment by CONTRACTOR for the benefit of creditors, or any action taken by or suffered by CONTRACTOR or its creditors under any insolvency or bankruptcy act shall constitute a breach of this CONTRACT by CONTRACTOR and shall at the option of PARTICIPATING AGENCIES terminate this CONTRACT and the rights and privileges granted herein.

10. TERMINATION FOR DEFAULT: All the terms, conditions, and covenants of this CONTRACT are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, PARATRANSIT, INC. (in consultation with the other PARTICIPATING AGENCIES) shall give CONTRACTOR ten (10) days' written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period of more than ten (10) days thereafter to remedy, or cure such a breach or default, then PARTICIPATING AGENCIES without further notice, may terminate this CONTRACT.

CONTRACTOR shall not be deemed in default of any of the provisions of this CONTRACT in the event of interruption or diminution of service if said condition is solely the result of earthquake, flood, fire, riot, strike or labor disruption, war, an act of terrorism, insurrection, or similar cause beyond the control of CONTRACTOR and which renders performance impossible.

11. TERMINATION FOR CONVENIENCE- CONTRACT: Performance by CONTRACTOR under this CONTRACT may be terminated by PARATRANSIT, INC. (in consultation with the other PARTICIPATING AGENCIES), in accordance with Request for Proposals Section 3 Paragraph 3.12.2, in whole, or from time to time in part, whenever the PARTICIPATING AGENCIES determine that such termination is in the best interest of the PARTICIPATING AGENCIES. Any such termination shall be effected by delivery to the CONTRACTOR by PARATRANSIT, INC. of a written notice of termination specifying the extent

to which performance under the CONTRACT is terminated, and the date upon which such termination becomes effective.

Upon termination for convenience pursuant to this section, the CONTRACTOR shall be paid its costs, including reasonable CONTRACT close-out costs, and profit on WORK performed up to the time of termination. Settlement of claims by the CONTRACTOR under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR Part 49) except that wherever the word "Government" appears, it shall be deleted and the words "PARTICIPATING AGENCY" shall be substituted in lieu thereof.

12. TERMINATION FOR CONVENIENCE- INDIVIDUAL PURCHASE ORDERS FROM PARTICIPATING AGENCIES: The order of a vehicle(s) or the performance of WORK issued by Purchase Order from a PARTICIPATING AGENCY under this CONTRACT may be terminated by the ORDERING AGENCY in accordance with Request for Proposals Section 3 Paragraph 3.12.2 in whole, or from time to time in part, whenever the ORDERING AGENCY'S CONTRACTING OFFICER determines that such termination is in the best interests of the ORDERING AGENCY. Any such termination shall be effected by delivery to the CONTRACTOR of a notice of termination specifying the extent to which performance of delivery of the vehicle(s) or WORK under the CONTRACT is terminated, and the date upon which such termination becomes effective.

Upon termination for convenience pursuant to this section, the CONTRACTOR shall be paid its costs, including reasonable CONTRACT close-out costs, and profit on WORK performed up to the time of termination. Settlement of claims by the CONTRACTOR under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR Part 49) except that wherever the word "Government" appears, it shall be deleted and the words "ORDERING AGENCY" shall be substituted in lieu thereof.

13. NONASSIGNABILITY: This CONTRACT shall not be assigned by CONTRACTOR without the prior written consent of PARTICIPATING AGENCIES.

14. LICENSES AND FEES: CONTRACTOR shall obtain all pertinent and required business licenses, pay all fees and taxes required, and keep such licenses and tax accounts in good standing at all times.

15. PRICE ADJUSTMENTS: Request for Proposals Section "General Conditions," Paragraph 9.6, Changes of Law, provides for price adjustments because of changes of law. Notwithstanding that provision, a chassis model price increase shall be considered by PARATRANSIT, INC. when a model year change is specific to the automotive or van industry. The CONTRACTOR shall provide to PARATRANSIT, INC. a certification from the vehicle manufacturer(s) to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the CONTRACTOR. The CONTRACTOR shall submit the request and all necessary documentation to PARATRANSIT, INC. The documentation of such factors shall be provided by CONTRACTOR. Should PARATRANSIT, INC. (in coordination with the PARTICIPATING AGENCIES) not grant this price increase, the vehicle(s) affected by the chassis or manufacturer's price increase may be removed from Exhibit A upon the CONTRACTOR's request.

A minimum of sixty (60) calendar days' advance written notice of price increase by CONTRACTOR is required which is to be accompanied by sufficient documentation to justify the requested increase. A cost/price analysis shall be performed by PARATRANSIT, INC. (in coordination with the PARTICIPATING AGENCIES) prior to written notice being provided in accordance with FTA requirements.

- 16. LIQUIDATED DAMAGES FOR LATE VEHICLE DELIVERY:** CONTRACTOR agrees and mutually understands that time is of the essence in the completion of the WORK and delivery of vehicles by CONTRACTOR, and that in case of any failure on the part of CONTRACTOR to deliver vehicles within the time specified in the Delivery Schedule, except for excusable delays as provided in "Excusable Delays/Force Majeure" provisions in the RFP, the ORDERING AGENCY shall be damaged thereby. The parties further agree that the damages which would be suffered in the event of delay include expenses and costs of administration and the deprivation of use of the ordered vehicles. The parties recognize that because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages that might be suffered by ORDERING AGENCY through such a delay.

It is hereby agreed that the amount of such damages due to the ORDERING AGENCY shall be fixed at one hundred dollars (\$100) per business day per vehicle not delivered in substantially as good condition as inspected by the ORDERING AGENCY at the time released for shipment.

CONTRACTOR hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the ORDERING AGENCY and further authorizes the ORDERING AGENCY to deduct the amount of the liquidated damages from the money due the CONTRACTOR under the CONTRACT, computed as aforesaid. If the money due the CONTRACTOR is insufficient or no money is due CONTRACTOR, then the CONTRACTOR shall pay the ORDERING AGENCY the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the ORDERING AGENCY'S CONTRACTING OFFICER.

17. PAYMENTS TO CONTRACTOR:

Basic Consideration: Detailed pricing sheets and option information have been included in this CONTRACT as Exhibit A. Each ORDERING AGENCY shall pay the CONTRACTOR the amount shown on the Ordering Confirmation Form as full compensation for all costs and expenses of completing the Work and delivering the vehicles in accordance with the CONTRACT, including full compensation for all labor and materials required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit and any unforeseen costs.

Payments on Invoices: All payments shall be made by ORDERING AGENCY as provided herein, less any additional amounts withheld as provided below and less any amounts for liquidated damages in accordance with the "Liquidated Damages for Late Vehicle Delivery" section above,

Each ORDERING AGENCY shall make payments for vehicles at the unit prices itemized in the pricing sheets attached as Exhibit A within forty-five (45) calendar days after the delivery and acceptance of each vehicle and receipt of a proper invoice.

Each ORDERING AGENCY shall make payments for spare parts and/or equipment at the unit prices itemized in the pricing sheets attached as Exhibit A within forty-five (45) calendar days

after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

Each ORDERING AGENCY shall make a final payment for all withholding within forty-five (45) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all CONTRACT deliverables, including manuals and other documentation required by the CONTRACT, excluding training.
2. CONTRACTOR provision of any certifications as required by law and/or regulations.
3. Completion of FTA required post-delivery audits and Buy America certifications required under the CONTRACT.

18. TITLE AND WARRANTY OF TITLE: Adequate documents for registering the vehicle in California shall be provided by the ORDERING AGENCY to the CONTRACTOR not less than ten (10) business days before delivery to the ORDERING AGENCY. Upon acceptance of each vehicle, the CONTRACTOR shall register the vehicle and warrants that the title shall pass to the ORDERING AGENCY free and clear of all encumbrances. Each ORDERING AGENCY shall reserve the right to register the vehicle itself and shall notify the CONTRACTOR upon acceptance if choosing this option.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) Policy: It is the policy of the Department of Transportation and PARTICIPATING AGENCIES that disadvantaged business enterprises as defined in 49 C.F.R. Parts 23 and 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this CONTRACT. Consequently the DBE requirements of 49 C.F.R Part 23 and 26 apply to this CONTRACT.

20. EQUAL EMPLOYMENT OPPORTUNITY/GENERAL REQUIREMENTS: In connection with the execution of this CONTRACT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, marital status, ancestry, medical condition, disability, sexual orientation or gender identity. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, ancestry, medical condition, disability, sexual orientation or gender identity. Such affirmative action shall include, but not be limited to, 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. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

If CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) program, that EEO program approved by the Federal Government is incorporated by reference and made part of this CONTRACT. Failure by CONTRACTOR to carry out the terms of that EEO program shall be treated as a violation of the CONTRACT. Upon notification to CONTRACTOR of its failure to carry out the approved EEO program, PARATRANSIT may impose such remedies, as it considers appropriate, including termination of this CONTRACT.

21. ENVIRONMENT: CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection

Agency regulations (40 C.F.R., Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations to FTA and to USEPA Assistant Administrator for Enforcement (EN-329).

22. TITLE VI CIVIL RIGHTS ACT OF 1964: During the performance of this CONTRACT, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (49 C.F.R. Part 21), as they may be amended from time to time ("the Regulations"), which are herein now incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the CONTRACT, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PARTICIPATING AGENCIES or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this CONTRACT, each PARTICIPATING AGENCY shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: (i) Withholding of payments to CONTRACTOR under the CONTRACT until CONTRACTOR complies, and/or (ii) Cancellation, termination or suspension of the CONTRACT, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraph A through F inclusive, of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as PARTICIPATING AGENCIES or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request each PARTICIPATING AGENCY, and, in addition, CONTRACTOR may

request the services of the Attorney General, in such litigation to protect the interest of the United States.

23. 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 shall require or permit any such laborer in any work week in which he or she is employed on such to work in excess of forty (40) hours in such work week unless such laborer receives compensation at a rate not less than one and a half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation: Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the clauses set forth in paragraph (A) of this section 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 employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for Unpaid Wages and Liquidated Damages. PARTICIPATING AGENCIES shall upon their own actions or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal Contract with the same prime contract, 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 (B) of this section.

D. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any subcontractor or lower tier subcontractor with the clauses set forth in this section.

24. PROHIBITED INTEREST: No official, officer, or employee of any PARTICIPATING AGENCY during his or her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this CONTRACT or the proceeds thereof.

25. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS: In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this CONTRACT or to any benefit arising therefrom.

26. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITIES:

A. CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform each PARTICIPATING AGENCY whether or not it is or has been on any debarred or suspended bidders or contractors list maintained by the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it shall promptly so inform each PARTICIPATING

AGENCY. CONTRACTOR shall not award a contract of any amount to any party included on any such list.

- B. CONTRACTOR certifies and warrants that neither the CONTRACTOR firm nor any owner, partner, director, officer, or principal of CONTRACTOR, nor any person in a position with management responsibility or responsibility for the administration of funds:
- 1) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
 - 2) Has within the three-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3) Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph B.2). above.
 - 4) Has within a three-year (3) period preceding this CONTRACT, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

27. CARGO PREFERENCE: CONTRACTOR shall abide by 46 U.S.C. Section 1241(B)(1) and 46 C.F.R. Part 381 which impose cargo preference requirements on shipment of foreign made goods.

28. FEDERAL GRANT CONDITIONS: This Agreement is subject to a financial assistance contract between each PARTICIPATING AGENCY, the CALIFORNIA DEPARTMENT OF TRANSPORTATION and the United States Department of Transportation (DOT), Federal Transit Administration (FTA). Each PARTICIPATING AGENCY and DOT/FTA agrees to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this CONTRACT to comply with its requirements, both parties agree to amend this CONTRACT as required by FTA. If such changes cause an increase or decrease in the work to be performed by CONTRACTOR or in the time for such performance, then the compensation to be paid to CONTRACTOR and time of performance shall be equitably adjusted.

29. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES: CONTRACTOR agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to CONTRACTOR in connection with the performance of the requirements of this CONTRACT.

30. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS: CONTRACTOR recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this CONTRACT. Accordingly, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this CONTRACT. In addition to other penalties that may be applicable, CONTRACTOR also acknowledges that if it makes 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, as amended, on CONTRACTOR to the extent the Federal Government deems appropriate.

31. REPORTING, RECORD RETENTION, AND ACCESS: At a minimum, CONTRACTOR agrees to provide to FTA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require.

CONTRACTOR agrees that, during the course of the project and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as the Federal Government may require for the project.

Upon request, CONTRACTOR agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit the books, records, and accounts of CONTRACTOR and its subcontractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), CONTRACTOR agrees to require each subcontractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects the project.

32. AIR QUALITY: 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. CONTRACTOR agrees to comply with applicable requirements of U.S. Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the project, CONTRACTOR agrees to implement each air quality mitigation and control measure incorporated in the project. CONTRACTOR agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the project described in the SIP.

CONTRACTOR agrees to report and require each subcontractor to any tier to report any violation of these requirements resulting from any project implementation activity of subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

33. CLEAN WATER: 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.

CONTRACTOR agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

34. ADA: ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES:

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

35. FEDERAL, STATE, AND LOCAL LAWS: CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State, and local laws and ordinances, and all lawful orders, rules, and regulations issued by any authority of competent jurisdiction in all aspects of its performance of this Agreement.

36. DISPUTE RESOLUTION CLAUSE: All claims, controversies or disputes arising out of or relating to this CONTRACT, or the breach, termination, enforcement, interpretation or validity of the CONTRACT, including the determination of the scope or applicability of this clause shall be determined by binding arbitration in Sacramento, California, by one (1) arbitrator. The American Arbitration Association shall administer the arbitration under its Rules then in effect, subject to the modifications of those rules contained in this clause. This CONTRACT to Arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration under this clause shall be in Sacramento County, California.

This clause is not intended to and does not waive the claim filing requirements found at California Government Code Section 900 et seq. In the event that a timely and legally sufficient claim is filed by CONTRACTOR with PARTICIPATING AGENCIES OR ORDERING AGENCY, and the claim is rejected in whole or in part by PARTICIPATING AGENCIES OR ORDERING AGENCY, this clause shall result in the conclusive, final and binding resolution of all the issues presented in the claim. Claims rejected by PARTICIPATING AGENCIES OR ORDERING AGENCY shall be submitted by CONTRACTOR to arbitration pursuant to the Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by PARTICIPATING AGENCIES OR ORDERING AGENCY to CONTRACTOR. Otherwise, the claim or claims shall be deemed finally waived in their entirety.

The "fast track" rules of the American Arbitration Association shall apply to any claim or counterclaim less than one hundred fifty thousand dollars (\$150,000.00). In arbitrations not proceeding under the "fast track" rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both PARTICIPATING AGENCIES OR ORDERING AGENCY and CONTRACTOR shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right.

Whether or not CONTRACTOR and PARTICIPATING AGENCIES or ORDERING AGENCY may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by and the parties shall be bound by the substantive law of the State of California, and not the Federal Arbitration Act at 9 U.S.C. Section 1 et seq.

The arbitrator may grant any remedy or relief deemed just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator

shall be empowered to award monetary sanctions against a party. The arbitrator shall, in the written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this clause to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party's actual damages (excluding litigation cost and fees) against any party. This limitation of the arbitrator's powers under this CONTRACT shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

CONTRACTOR shall include in all subcontracts, if any, a clause whereby the subcontractor consents to being joined in an arbitration between PARTICIPATING AGENICES or ORDERING AGENCY and CONTRACTOR involving the work of the subcontractor to be joined. CONTRACTOR'S failure to do so shall be a breach of contract.

The parties to any contract of which this clause is made a part by reference or otherwise shall, and hereby do, waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator's award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

37. WAIVER: The waiver by PARTICIPATING AGENICES of any breach or violation of any term, covenant, or condition of this CONTRACT or of any provisions, ordinance, or law shall not be deemed to be a waiver of any prior or subsequent breach, term, covenant or condition.

38. ENTIRE AGREEMENT: This CONTRACT and the CONTRACT DOCUMENTS constitute the complete and entire agreement between the PARTICIPATING AGENICES and CONTRACTOR. This CONTRACT supersedes any other oral or written representations, understandings, communications, commitments, agreements or proposals between PARTICIPATING AGENICES and CONTRACTOR that are not incorporated as a part of the CONTRACT.

39. NOTICES: Any and all notices required to be given under the provisions of this CONTRACT shall be given in writing and delivered personally or by deposit in the United States mail, postage paid and addressed as follows to either all PARTICIPATING AGENICES or the ORDERING AGENCY, as appropriate, with a copy to Paratransit, Inc. as the Contract Administrator.

TO PARTICIPATING AGENICES:

Paratransit, Inc.
Attention: Chief Executive Officer
2501 Florin Road
Sacramento, CA 95822

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

City of Folsom
50 Natoma Street
Folsom, CA 95678

City of Visalia
425 East Oak Avenue, Suite 201
Visalia, CA 93291

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

Kings County Area Public Transit Agency
1340 North Drive
Hanford, CA 93230

San Luis Obispo Regional Transit Authority
179 Cross Street
San Luis Obispo, CA 93401

Solano County Transit
311 Sacramento Street
Vallejo, CA 94590

Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

TO CONTRACTOR:

Creative Bus Sales
13501 Benson Avenue
Chino, CA 91710

Or at such other addresses as the parties may file with each other pursuant to the notice requirements of this section.

40. COUNTERPARTS: The Parties agree that this CONTRACT may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR, by signing this CONTRACT, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR'S failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

42. DRUG-FREE WORKPLACE: CONTRACTOR agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the grantee's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying PARATRANSIT, INC., in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph 57 subsections (a), (b), (c), (d), (e), and (f).

43. POLITICAL REFORM ACT COMPLIANCE: CONTRACTOR is aware and acknowledges that certain contractors that perform work for quasi-governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). CONTRACTOR agrees that any of its officers or employees deemed to be "consultants" under the Act by PARATRANSIT, INC., as provided for in the Conflict of Interest Code for PARATRANSIT, shall promptly file economic disclosure statements for the disclosure

categories determined by PARATRANSIT, to be relevant to the work to be performed under this CONTRACT and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

44. CAMPAIGN CONTRIBUTION DISCLOSURE: CONTRACTOR has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "D"

45. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING:

A. CONTRACTOR certifies, to the best of his or her knowledge or belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

C. CONTRACTOR also agrees by signing this CONTRACT that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such sub-recipients shall certify and disclose accordingly.

46. COSTS AND ATTORNEYS' FEES: If any party commences any legal action against another party or parties arising out of this CONTRACT or the performance thereof, the

prevailing party or parties in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

47. GOVERNING LAW AND CHOICE OF FORUM: This CONTRACT shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this CONTRACT shall be brought in the Superior Court of Sacramento County.

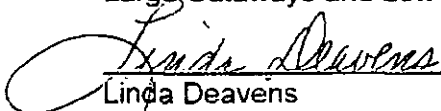
48. SEVERABILITY: If any term or provision of this CONTRACT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this CONTRACT, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this CONTRACT shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

49. HEADINGS: The headings of the various sections of this CONTRACT are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this CONTRACT.

50. AUTHORITY: Each person signing this CONTRACT on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed as of the date written above.

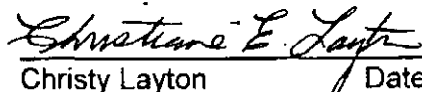
By our signatures below, we certify that our respective Boards of Directors and City Councils have authorized us to enter into this Agreement for Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways on behalf of our agency.

 7-1-15
Linda Deavens Date
Paratransit, Inc., Chief Executive Officer

Laura Gill Date
City Manager, City of Elk Grove

APPROVE AS TO FORM:

APPROVE AS TO FORM:

 7-1-15
Christy Layton Date
Paratransit, Inc. Legal Counsel
Miller & Owen

Date
City Attorney, City of Elk Grove

Evert Palmer Date
City Manager, City of Folsom

Date
City Manager, City of Visalia

prevailing party or parties in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed as of the date written above.

By our signatures below, we certify that our respective Boards of Directors and City Councils have authorized us to enter into this Agreement for Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways on behalf of our agency.

Linda Deavens Date
Paratransit, Inc., Chief Executive Officer

Laura A. Gill 6/5/15

Laura Gill Date
City Manager, City of Elk Grove

APPROVE AS TO FORM:

APPROVE AS TO FORM:

 Date
Paratransit, Inc. Legal Counsel

[Signature] 6/5/15

Jonathan P. Hobbs, Date
City Attorney, City of Elk Grove

Evert Palmer Date
City Manager, City of Folsom

 Date
City Manager, City of Visalia

APPROVE AS TO FORM:

Date
City Attorney, City of Folsom

Mindy Jackson Date
EDCTA Executive Director

APPROVE AS TO FORM:

Date
EDCTA Legal Counsel

Geoff Straw Date
SLORTA Executive Director

APPROVE AS TO FORM:

Date
SLORTA Legal Counsel

Terry Bassett Date
YCTD Executive Director

APPROVE AS TO FORM:

Date
YCTD Legal Counsel

APPROVE AS TO FORM:

Kevin Stewart 5-8-2015

Date
City Attorney, City of Visalia

Angie Dow Date
KCAPTA Executive Director

APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel

Mona Babauta Date
Soltrans Executive Director

APPROVE AS TO FORM:

Date
Soltrans Legal Counsel

APPROVE AS TO FORM:

Date
City Attorney, City of Folsom

Mindy Jackson 3/4/15

Mindy Jackson Date
EDCTA Executive Director

APPROVE AS TO FORM:

Wm M. Wright 12.10.14

Date
EDCTA Legal Counsel

Geoff Straw Date
SLORTA Executive Director

APPROVE AS TO FORM:

Date
SLORTA Legal Counsel

Terry Bassett Date
YCTD Executive Director

APPROVE AS TO FORM:

Date
YCTD Legal Counsel

APPROVE AS TO FORM:

Date
City Attorney, City of Visalia

Angie Dow Date
KCAPTA Executive Director

APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel

Mona Babauta Date
Soltrans Executive Director

APPROVE AS TO FORM:

Date
Soltrans Legal Counsel

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City Attorney, City of Folsom

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SLORTA Executive Director

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Date
SLORTA Legal Counsel

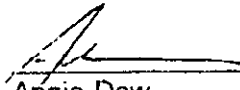
Date
Terry Bassett
YCTD Executive Director

APPROVE AS TO FORM:

Date
YCTD Legal Counsel

APPROVE AS TO FORM:

Date
City Attorney, City of Visalia

 7/6/2015

Date
Angie Dow
KCAPTA Executive Director

APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel

Date
Mona Babauta
Soltrans Executive Director

APPROVE AS TO FORM:

Date
Soltrans Legal Counsel


APPROVE AS TO FORM:

Date
City Attorney, City of Folsom

Mindy Jackson Date
EDCTA Executive Director


APPROVE AS TO FORM:

Date
EDCTA Legal Counsel

 9.2.15

Geoff Straw Date
SLORTA Executive Director

APPROVE AS TO FORM:



Timothy McNulty Date 9.2.2015
SLORTA Legal Counsel

Terry Bassett Date
YCTD Executive Director

APPROVE AS TO FORM:

Date
YCTD Legal Counsel

APPROVE AS TO FORM:

Date
City Attorney, City of Visalia

Angie Dow Date
KCAPTA Executive Director

APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel

Mona Babauta Date
Soltrans Executive Director

APPROVE AS TO FORM:

Date
Soltrans Legal Counsel

APPROVE AS TO FORM:

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City Attorney, City of Folsom

Mindy Jackson Date
EDCTA Executive Director

APPROVE AS TO FORM:

Date
EDCTA Legal Counsel

Geoff Straw Date
SLORTA Executive Director

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Date
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Terry Bassett Date
YCTD Executive Director

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YCTD Legal Counsel

APPROVE AS TO FORM:

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City Attorney, City of Visalia

Angie Dow Date
KCAPTA Executive Director

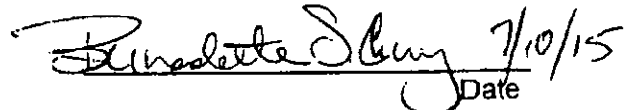
APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel



Mona Babauta Date
Soltrans Executive Director

APPROVE AS TO FORM:



Bernadette Sluys Date
Soltrans Legal Counsel

APPROVE AS TO FORM:

Date
City Attorney, City of Folsom

Date
Mindy Jackson
EDCTA Executive Director


APPROVE AS TO FORM:

Date
EDCTA Legal Counsel

Date
Geoff Straw
SLORTA Executive Director


APPROVE AS TO FORM:

Date
SLORTA Legal Counsel



Date
Terry Bassett
YCTD Executive Director

APPROVE AS TO FORM:



Date
Sonia Cortés
YCTD Legal Counsel

APPROVE AS TO FORM:

Date
City Attorney, City of Visalia

Date
Angie Dow
KCAPTA Executive Director

APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel

Date
Mona Babauta
Soltrans Executive Director

APPROVE AS TO FORM:

Date
Soltrans Legal Counsel

APPROVE AS TO FORM:

see attached

Date
City Attorney, City of Folsom

Date
Mindy Jackson
EDCTA Executive Director

APPROVE AS TO FORM:

Date
EDCTA Legal Counsel

Date
Geoff Straw
SLORTA Executive Director

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Date
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Date
Angie Dow
KCAPTA Executive Director

APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel

Date
Mona Babauta
Soltrans Executive Director

APPROVE AS TO FORM:

Date
Soltrans Legal Counsel

**ATTACHMENT FOR: AGREEMENT REGARDING JOINT
PROCUREMENT OF CUTAWAYS, MINIVANS, LARGE CUTAWAYS
AND LOW FLOOR CUTAWAYS**

Signatures on behalf of the City of Folsom:

CITY OF FOLSOM, A Municipal Corporation:

_____ Evert W. Palmer 10/15/15
Date Evert W. Palmer, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Saunders 10/19/15
Christa Saunders, City Clerk Date

James W. Francis 10/8/15
James W. Francis, CFO / Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

David E. Miller 10/7/15
David E. Miller, Public Works/
Community Development Director Date

Bruce C. Cline 10/15/15
Bruce C. Cline, City Attorney Date

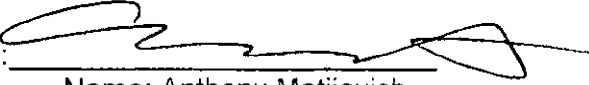
Folsom File No. 174-21 15-070

Admin Approval



34055

CREATIVE BUS SALES, INC. ("CONTRACTOR")

By: 
Name: Anthony Matijevich
Title: President

(Corporate Seal)

CONTRACTOR'S Federal ID #: 330388707

ATTEST: 

EXHIBIT A

	Class A Ford	Class A General Motors	Class B Ford	Class B General Motors	Class B General Motors Diesel	Class C CMG Ford	Class C Ford	Class D (Minivan)	International 27 ft	International 32 ft
NET PRICE	\$57,057.00	\$53,979.00	\$56,213.00	\$56,691.00	\$67,656.00	\$84,581.00	\$58,781.00	\$42,234.00	\$88,347.00	\$92,912.00
NON-TAXABLE AMOUNT	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$11,500.00	\$8,500.00	\$8,500.00
TAXABLE AMOUNT	\$43,557.00	\$45,479.00	\$47,713.00	\$48,191.00	\$59,156.00	\$76,081.00	\$50,281.00	\$30,734.00	\$79,847.00	\$84,412.00
REGISTRATION FEE	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
SALES TAX - 8.5%	\$3,702.35	\$3,865.72	\$4,055.61	\$4,096.24	\$5,028.26	\$6,466.89	\$4,273.89	\$2,612.39	\$6,787.00	\$7,175.00
DELIVERY FEE	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$8.75	\$12.25	\$12.25
TOTAL PRICE	\$55,851.60	\$57,936.97	\$60,360.86	\$60,879.49	\$72,776.51	\$91,140.01	\$63,147.14	\$44,935.14	\$95,226.25	\$100,179.00

	Class E 35 ft	Class EF 27 ft	Class EF 30 ft	Class EF International 32 ft	Class F Ford LF	Class G GM LF
	\$120,167.00	\$88,347.00	\$82,852.00	\$92,912.00	\$124,524.00	\$135,289.00
	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$11,500.00	\$11,500.00
	\$111,667.00	\$79,847.00	\$74,352.00	\$84,412.00	\$113,024.00	\$123,789.00
	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
	\$9,491.70	\$6,787.00	\$6,319.92	\$7,175.02	\$9,607.04	\$10,522.07
	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25
	\$129,750.95	\$95,226.25	\$89,264.17	\$100,179.27	\$134,223.29	\$145,903.32

EXHIBIT B

Request for Proposal



**for Joint Procurement of Cutaways, Minivans, Large
Cutaways and Low Floor Cutaways**

**RFP No. 13-03
October 2013**

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

1.1 Purpose of the Procurement and Period of Performance

The purpose of this joint procurement is to procure Accessible Transit/Paratransit Vehicles. Paratransit, Inc. (Agency) is a member of the joint procurement and is acting as the lead agency for the solicitation. The following seven (7) agencies are participants in the joint procurement: City of Elk Grove, City of Folsom, El Dorado County Transit Authority, Kings County Area Public Transit Agency, Paratransit, Inc., Solano County Transit and Yolo County Transit District. The agencies shall be referred to as the "Cooperative" for the purposes of the RFP. Following contract award, Paratransit, Inc. shall coordinate all contract administration activities. However, each agency shall work directly with the selected vendor(s) when ordering vehicles. Paratransit, Inc. shall be included in all contract ordering correspondence to monitor vehicle assignments and will communicate updated statistics to the participating agencies and contracted firms quarterly.

The procurement shall be in effect for five (5) years from date of contract award. Vehicles shall be available to procure for the duration of the five year contract term. Vehicle delivery may be scheduled beyond the initial term; however, all contracts/purchase orders must be executed prior to the end of the term.

1.2 Description of the Work to be Done

The Agency requests proposals for the manufacture and delivery of accessible transit/paratransit vehicles under a joint procurement in accordance with the terms and conditions set forth in RFP No. 13-03. The Contract for each order placed using this procurement shall be a firm-fixed price Contract.

Specifically, the Agency is requesting proposals and pricing for the following types of buses: Cutaways, Minivans, Large Cutaway vehicles and Low Floor Cutaways.

1.3 Proposal Due Date and Submittal Requirements

Proposals must be received by 11:00 a.m. on December 19, 2013.

1. Sealed Proposals shall be submitted to following address:

Paratransit, Inc.
RFP for Joint Procurement of Cutaways, Minivans, Large Cutaways and Low
Floor Cutaways
Attn: Tiffani M. Fink, CTSA and Program Compliance Manager
2501 Florin Road
Sacramento, CA 95822

Request for Proposal

October 2013

RFP No. 13-03

2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency's Proposal number and the solicitation title: RFP No. 13-03, Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways.
3. Proposers are requested to submit to the Agency seven hard copies marked "Original," two additional printed copies, and seven CDs, each containing an electronic PDF copy of the Proposal. In case of any discrepancies, the "original" hard copy shall be considered by the Cooperative in evaluating the Proposal, and the electronic version is provided for the Agency's administrative convenience only. A Proposal is deemed to be late if it is received by the Agency after the deadline stated above. Proposals received after the submission deadline shall be rejected and returned unopened.

1.4 Validity of Proposals

Proposals and subsequent offers shall be valid for a period of one hundred twenty (120) days.

1.5 Pre-Proposal Meeting Information

A Pre-Proposal Meeting shall be held on November 7, 2013. The meeting shall convene at 10:00 a.m. in the Paratransit, Inc. Auditorium, located at 2501 Florin Road, Sacramento, CA 95822.

Prospective Proposers are requested to submit written questions to the Contract Administrator, identified below, in advance of the Pre-Proposal Meeting. In addition, questions may be submitted up to the date specified in "Proposed Schedule for the Procurement." Responses shall be shared with all prospective proposers. Prospective Proposers are reminded that any changes to the RFP shall be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Cooperative. The Pre-Proposal conference is not mandatory but attendance is **highly encouraged**.

Pre-Contract Contracting Administrator's Contact Information:

Name: Ms. Tiffani M. Fink

Title: CTSA and Program Compliance Manager

Address: 2501 Florin Road, Sacramento, CA 95822

Phone Number: 916-429-2009 extension 7392 **Fax Number:** 916-429-2409

E-mail: busprocurement@paratransit.org

Identification of Source of Funding

Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), and/or the State of California, California Department of Transportation (CalTrans), as well as, other sources of local and state public funding.

Signed and Dated for Posting

Signature/Title

Date

SECTION 2: INSTRUCTIONS TO PROPOSERS

2.1 Estimated Quantities

The Work under these Contract documents consists of the development of a joint procurement for seven (7) participating agencies for the manufacture and delivery of accessible transit/paratransit vehicles which shall only be ordered by members of the procurement. Individual orders may include optional features, spare parts, training materials and manuals. Separate contracts will be awarded to individual proposers for each of the vehicle classifications.

The minimum and maximum quantities established in this solicitation are:

Minimum	25
Maximum	275

These figures represent the foreseeable needs of the seven (7) Participating Agencies listed within the joint procurement based on their adopted fleet plans and replacement/expansion schedules. The minimum number of vehicles to be delivered under this solicitation shall be 25 vehicles, as identified by Paratransit, Inc. for the initial order. No additional orders shall be guaranteed and are at the sole discretion of the participating agencies. Orders shall be placed on an as-needed basis. Included quantities beyond the initial 25 vehicles are informational and not a guarantee to purchase any additional amount. The participating agencies for this procurement and their contact information are as follows:

Lead Agency: Paratransit, Inc.
2501 Florin Road
Sacramento, CA 95822

Participating Agencies: City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

City of Folsom
50 Natoma Street
Folsom, CA 95678

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

Kings County Area Public Transit Agency
1340 North Drive
Hanford, CA 93230

Solano County Transit
311 Sacramento Street
Vallejo, CA 94590

Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

2.2 Proposed Schedule for the Procurement

The following is the solicitation schedule for proposers:

- Pre-Proposal Meeting: **November 7, 2013 at 10:00 A.M.**
- Proposer communications and requests: **November 15, 2013 at 4:00 P.M.**
- Responses to Proposer's communications and/or Agency addenda: **December 3rd, 2013 at 4:00 P.M.**
- Proposal Due Date: **December 19, 2013 at 11:00 A.M.**

2.3 Obtaining Proposal Documents

Proposal documents may be obtained from Paratransit, Inc., in person at 2501 Florin Road, Sacramento, CA 95822 or electronically at www.paratransit.org. Documents requested by mail shall be packaged and sent postage paid. Documents requested by courier shall be packaged and sent only at the Proposers' expense.

2.4 Proposal Security Requirements – None

2.5 Pre-Proposal Meeting/Information for Proposers

A Pre-Proposal Meeting shall be held on Thursday November 7, 2013. The meeting shall convene at 10:00 a.m. in the Paratransit, Inc. Auditorium, located at 2501 Florin Road, Sacramento, CA 95822. Prospective Proposers are urged to make every effort to attend this meeting.

Prospective Proposers are requested to submit written questions to the Contracting Officer, identified above, in advance of the Pre-Proposal Meeting. In addition, questions may be submitted up to the date specified in "Proposed Schedule for the Procurement." Responses shall be shared with all prospective Proposers. Prospective Proposers are reminded that any changes to the RFP shall be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Agency.

2.6 Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, proposers and their representatives shall not make any contact with or

communicate with any member of the Agency or any member of the joint procurement, or their employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in "Proposed Schedule for the Procurement," Proposers may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to the Agency as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception shall result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all proposers. Any response that is not confirmed by a written addendum shall not be official or binding on the Agency.

If it should appear to a prospective Proposer that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or Agency law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the Agency within the time period specified above.

2.7 Addenda to RFP

The Agency reserves the right to amend the RFP at any time in accordance with "Proposed Schedule for the Procurement." Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also shall be distributed to all such prospective Proposers officially known to have received the RFP and on the website. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

If the Agency determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the Agency determines shall allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

2.8 Disadvantaged Business Enterprise (DBE)

Paratransit, Inc. and each of the seven (7) participating agencies are recipients of Federal financial assistance from the Federal Transit Administration (FTA) and is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for contracts in accordance with Federal regulations 49 CFR Part 26, issued by the U.S. Department of Transportation (DOT).

It is the policies of Participating Agencies to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBE's can complete fairly for contracts and subcontracts relating to construction, procurement and professional services activities. To this end, the agencies have developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBE's in developing and competing successfully outside of the DBE program. In connection with the performance of this contract, the Contractor will cooperate with each of the Participating Agencies in meeting these commitments and objectives.

Pursuant to 49 CFR Part 26.13 and as a material term of any agreement with the Participating Agencies, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors on the performance of this contract.

“The Contractor or subcontractor 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 U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy, as the Participating Agency(ies) deems appropriate.”

Although no specific DBE goal has been established for this Contract, Proposers shall cooperate with the Participating Agencies in meeting their commitments and objectives with regards to ensuring non-discrimination in the award and administration of the contract(s) and shall use its best efforts to ensure that barriers to participation of DBE do not exist. To better help the Participating Agencies record and encourage DBE participation, all Proposers must complete, sign and submit with their Proposal the DBE forms included herewith as Appendix C.

2.9 DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, the Vehicle Manufacturer, as a condition of being authorized to respond to this solicitation, must certify by completing the form Appendix C DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

2.10 Conditions, Exceptions, Reservations or Understandings

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

2.11 Protest Procedures

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

2.11.1 Address

All protests must be addressed as follows:

For U.S. Mail, special delivery or hand delivery:
Paratransit, Inc.
Agency Contact: Ms. Linda Deavens
2501 Florin Road
Sacramento, CA 95822

Protests not properly addressed to the address shown above may not be considered by the Agency.

Copies of the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Ms. Tiffani M. Fink, CTSA and Program Compliance Manager, Paratransit, Inc., 2501 Florin Road, Sacramento, CA 95822, 916-429-2009 extension 7392. Proposals shall be opened and a Notice of Award shall be issued by the Agency in accordance with the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

2.11.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Seven copies of Pre-Proposal protests must be received by the Agency's office no later than ten (10) calendar days after the RFP is first advertised. Protests shall be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest shall be transmitted to the protestor prior to the Due Date for Proposals in a manner that provides verification of receipt prior to the Due Date for Proposals. If the protest is sustained, the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Proposals shall be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

2.11.3 Protests on the Recommended Award

All proposers shall be notified of the recommended award(s). This notice shall be transmitted to each proposer at the address contained in its Proposal form in a manner that provides verification of receipt. Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground not specified in "Pre-Proposal Protests," above. Seven (7) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in "Address," above, no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision from the Lead Agency stating the grounds for allowing or denying the protest shall be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

2.11.4 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation or its designee pursuant to the procedures provided in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of the Agency to have written protest procedures, the alleged failure of the Agency to follow those procedures, the alleged failure of the Agency to review a protest or the alleged violation of federal law or regulation.

2.12 Preparation of Proposals

2.12.1 Use of Proposal Forms

Proposers are advised that the forms contained in this RFP are required to be used for submission of a Proposal. Proposals submitted not utilizing the required Bid forms shall be deemed non-responsive and removed from consideration.

2.12.2 Alternate and Multiple Proposals

A Proposer may submit multiple proposals. However, each proposal may only contain information for one vehicle. **Proposers are expressly prohibited from submitting a single proposal covering multiple vehicles.**

2.12.3 Proposal Format Requirements

Proposals shall be submitted in three separately sealed packages identified below. In this case, the contents of Package 1 and Package 3 may be "combined" into a single package and can be placed in a single binder. Each package shall be marked as specified below and shall contain all of the Proposal documents for which the package is required to be marked and shall include no other documents. **Package 2, Price Proposal Requirements, must be submitted separately in a marked sealed package.** These same requirements shall apply to any Best and Final Offers (BAFOs) that may be requested.

Package 1: Technical Proposal Requirements

1. Letter of Transmittal.
2. Acknowledgement of Addenda – CER 3.
3. Contractor Service and Parts Support Data – CER 4. In addition, the Proposer should include a description of support resources available for the proposed vehicles. Include an overview of available training, parts locations and availability, help lines and service assistance resources.
4. Vehicle Questionnaire – CER 9.
5. Manufacturing facilities plant layout including a narrative or list of the work being done at each station.
6. Typical delivery schedule from date of order placement.
7. Warranty Provisions and Warranty Administration Plan. Each Proposer shall provide the proposed warranty for their vehicle and the major components. This information shall be submitted on the form provided for this purpose. In addition, the Proposer is to submit a narrative on how warranties shall be handled, the forms, the process, etc.
8. Quality Assurance Procedures.

Package 2: Price Proposal Requirements

Each Price Proposal shall be on the prescribed Proposal form(s) and shall be for the entire Contract, including all Proposal items.

1. Letter of Transmittal.
2. Pricing Schedule (including but not limited to such pricing elements as optional bus features). Note: Subject to the provisions of SP 4, Pricing, the selected Contractors shall agree to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the contract term. Contractors are prohibited from offering any parts credits, rebates, etc. following Contract award.
3. Buy America Pre-Award compliance data (This information is to include a copy of the electronic Bill of Materials showing all of the components of the “base vehicle.” The Bill of Materials is to show the component manufacturer name, the cost of each component and whether the item is foreign or meets Buy America requirements for being classified as “domestic”. Following the initial review, the Participating Agencies may require Buy America certifications from component suppliers to be provided. In addition, the same information is to be provided for all of the optional features. If the Proposer considers this information to be Proprietary/Confidential, the data is to be included in Package 4.)

The Proposer is required to complete and execute the Pricing Schedule, contained as part of the Proposal documents, and provide same in the Price Proposal. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Proposal price. For the purposes of the joint procurement, the local tax rate shall be based on Sacramento County tax levels. Upon contract awards, local taxes shall be assessed based on the ordering agencies tax rates.

Package 3: Qualification Package Requirements

1. Pre-Award Evaluation Data Form - CER 6.
2. If the Proposer is not the vehicle manufacturer, the Proposal must include a confirmation from the vehicle manufacturer that the Proposer is a bona-fide authorized factory dealer for the manufacture of the vehicle.
3. A copy of the three (3) most recent financial statements of the Proposer audited by an independent third party or a statement from the Proposer regarding how financial information may be reviewed by the Agency.
4. Letter for insurance, indicating the manufacturer and the Contractor's ability to obtain the insurance coverage in accordance with the RFP requirements.
5. Proposal Form – CER 1.9.
6. All Federal certifications: Buy America Certification, Debarment and Suspension Certification for Prospective Contractor, Debarment and Suspension Certification (Lower-Tier Covered Transaction), Non-Collusion Affidavit, Lobbying Certification, Certificate of Compliance with Bus Testing Requirement, DBE Approval Certification, and Federal Motor Vehicle Safety Standards. – CER 1.1 – 1.8.

Package 4: Proprietary/Confidential Information Package Requirements

The Proposer is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Proposer should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of proposer's Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Proposer may not designate its entire Proposal or Bid as confidential. Additionally, Proposer may not designate its Cost Proposal or Bid forms as confidential.

The Proposer is advised that the Agencies included in the joint procurement are public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the Agency(ies) for the release of Proposer's propriety/confidential information, subject request shall be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from release, it shall defend and hold harmless the Agency(ies) from any legal action arising from such a declaration.

2.13 Agency Treatment of Proprietary/Confidential Information

Access to government records is governed by the laws of the State of California. Except as otherwise required to be disclosed by applicable State law, the Agency shall exempt from disclosure proprietary information identified in Package 4.

Upon a request for records from a third party regarding this Proposal, the Agency shall notify the Proposer in writing. The Proposer must respond within ten (10) business days with the

identification of any and all “proprietary, trade secret, or confidential commercial or financial” information. Failure to respond within the allowed period shall be deemed an approval to release. The proposer shall indemnify the Participating Agency’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Participating Agency shall employ sound business practices no less diligent than those used for the Participating Agency’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the California Law against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information — with such determinations to be made by the Agency in its sole discretion — bears appropriate notices relating to its confidential character.

2.14 Signing of Proposal Forms

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title and business address of the responsible individual(s) with their telephone, facsimile (fax) numbers and email address who may be contacted during the Proposal evaluation period for scheduling oral presentations and for receiving notices from the Agency. The proposer shall submit with their Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the proposer. The proposer shall submit evidence of the official’s authority to act for and bind the Proposer in all matters relating to the Proposal. (In the event the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.)

2.15 Modification or Withdrawal of Proposals

A modification of a Proposal already received shall be accepted by the Agency only if the modification is received prior to the Proposal Due Date, is specifically requested by the Agency, or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting to the Agency, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer’s authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if the Agency fails to award the Contract within the Proposal validity period prescribed in “Duration of the Validity of Proposals,” or any agreed-upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

2.16 Cost of Proposal Development

This RFP does not commit the Participating Agencies to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the equipment.

2.17 Proposal Evaluation, Negotiation and Selection

Proposals shall be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby Proposals are evaluated to determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, the Agency may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award. **Thus, the initial proposal should represent the “best offer.”**

Subject to the Agency’s right to reject any or all Proposals, the Proposer or Proposers whose Proposal or Proposals are found to be most advantageous to the Agency shall be selected, based upon consideration of the criteria of “Proposal Selection Process,” below.

2.18 Confidentiality of Proposals

Proposals shall not be publicly opened. All Proposals and evaluations shall be kept strictly confidential throughout the evaluation, negotiation and selection process, except as otherwise required by applicable law. Only the members of the Evaluation Committee and other Participating Agency officials, employees and agents having a legitimate interest shall be provided access to the Proposals and evaluation results during this period.

2.19 Duration of the Validity of Proposals

Proposals and subsequent offers shall be valid for the period stated in “Section 1: Notice of Request for Proposals.” The Agency may request Proposers to extend the period of time specified herein by written agreement between the Agency and the Proposer(s) concerned.

2.20 Evaluation Committee

An Evaluation Committee, which shall include officers, employees and agents of each member of the joint procurement, shall be established. The Evaluation Committee shall carry out the detailed evaluations, including establishing the Competitive Range, carrying out negotiations and making the selection of the Proposer(s), if any, that may be awarded the Contract(s).

The Evaluation Committee may report its recommendations and findings to the appropriate individuals responsible for awarding the Contract at each of the Participating Agencies.

2.21 Proposal Selection Process

The following describes the process by which Proposals shall be evaluated and a selection made for a potential award. Any such selection of a Proposal shall be made by consideration of only the criteria set forth below.

“Qualification Requirements” specifies the requirements for determining responsible Proposers. All of the requirements must be met by a Proposer to be found qualified. Final determination of a Proposer’s qualification shall be made based upon all information received during the evaluation process and as a condition for award.

“Proposal Evaluation Criteria” contains all the evaluation criteria, and their relative order of importance, by which a Proposal from a qualified Proposer shall be considered for selection. An award, if made, shall be to responsible Proposer(s) for a Proposal that is found to be in the Participating Agencies best interests, based on price and other evaluation criteria considered. The procedures to be followed for these evaluations are provided in “Evaluation Procedures,” below.

Qualification Requirements

The following are the requirements for qualifying responsible proposers. All of these requirements shall be met; therefore, they are not listed by any particular order of importance. Any Proposal that the Evaluation Committee finds not to meet these requirements may be determined by the Evaluation Committee not to be responsible and the Proposal rejected. The requirements are as follows:

1. Sufficient financial strength, resources and capability to finance the Work to be performed and to complete the Contract in a satisfactory manner, as measured by the following:
 - Proposer’s financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency.
 - Proposer’s ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount.
2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:
 - Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Contract as required and to satisfy any engineering or service problems that may arise during the warranty period.
 - Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.

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- A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site Work.
3. Evidence that proposer is qualified in accordance with the provisions of “Section 8: Quality Assurance.”
 4. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps Proposer took to resolve any judgments, liens, Fleet Defects history or warranty claims. Evidence shall be by client references.

Proposal Evaluation Criteria

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers shall be evaluated and ranked for the purposes of determining any Competitive Range and to make any selection of any Proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on Form for Proposal Deviation, which do not cause the Evaluation Committee to consider a Proposal to be outside the Competitive Range, shall be evaluated according to the respective evaluation criteria and sub-criteria that they affect.

PASS-FAIL ELEMENTS

Category	Scoring Method
Responsiveness requirements(Certificates and forms)	Pass/Fail
Vehicle Questionnaire (Products meets specifications)	Pass/Fail

POINT ALLOCATION

Category	Scoring Method
NON-COST FACTORS (60%)	
Proposer Qualifications and Requirements:	
Past Performance information	20 Points
Quality Assurance Procedures	20 Points
Warranty Provisions and Warranty Administration Plan	40 Points
Customer Service and Parts Support	30 Points

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	Proposer and Manufacturer Qualifications and Experience	<u>10 Points</u>
	Total Non-Cost Factor Points	120 Points
<u>COST FACTORS (40%)</u>		
	Price Sheet- Base Models	70 Points
	Price Sheet- Option Features	<u>10 Points</u>
	Total Cost Factor Points	80 Points
Total Possible Points		200 Points

As noted, pricing will be scored at of the basis of 80 points. The proposer's price score will be calculated in the following manner:

$$\text{Proposer Price Score} = \frac{\text{Lowest Price Proposed}}{\text{Proposer's Cost}} \times \text{Proposer's Price Points}$$

Under this formula, the proposer with the lowest proposed price for the base model vehicle will receive 70 points. The other proposals will receive a proportionate share of points based on how much higher their proposed price is in relationship to the low proposed price. This same formula will be used to score the pricing for the option features.

2.22 Evaluation Procedures

Proposals shall be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information shall be rejected as insufficient or not be considered for the Competitive Range. The Agency reserves the right to request that a Proposer provide any missing information and make corrections. Proposers are advised that the detailed evaluation forms and procedures shall follow the same Proposal format and organization specified in "Preparation of Proposals." Therefore, Proposers should pay close attention to and strictly follow all instructions. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Contract documents. Any such *conditions*, exceptions, reservations or understandings that do not result in the rejection of the Proposal are subject to evaluation under the criteria set forth in "Proposal Selection Process."

Evaluations shall be made in strict accordance with all of the evaluation criteria specified in "Proposal Selection Process," above. The Participating Agencies shall choose the Proposal that it finds to be most advantageous to the Participating Agencies, based upon the evaluation criteria.

2.23 Evaluations of Competitive Proposals

1. **Qualification of responsible Proposers.** Proposals shall be evaluated to determine the responsibility of proposers. A final determination of a Proposer's responsibility shall be made upon the basis of initial information submitted in the Proposal, any information submitted upon request by the Agency, information submitted in a BAFO (if required) and information resulting from Evaluation Committee's inquiry of Proposer's references and its own knowledge of the Proposer.
2. **Detailed evaluation of Proposals and determination of Competitive Range.** The Evaluation Committee shall carry out and document its evaluations in accordance with the criteria and procedures set forth in "Proposal Selection Process." Any Proposal deficiencies that may render a Proposal unacceptable shall be documented. The Evaluation Committee shall make specific note of questions, issues, concerns and areas requiring clarification by Proposers and to be discussed in any meetings with Proposers that the Evaluation Committee finds to be within the Competitive Range.

Rankings of the Proposals against the evaluation shall then be made for determining which Proposals are within the Competitive Range, or may reasonably be made to be within the Competitive Range.

3. **Proposals not within the Competitive Range.** Proposers of any Proposals that have been determined by the Evaluation Committee as not in the Competitive Range, and that cannot be reasonably made to be within the Competitive Range, shall be notified in accordance with the Agency's policies.
4. **Discussions with Proposers in the Competitive Range.** The Proposers whose Proposals are found by the Evaluation Committee to be within the Competitive Range, or that may be reasonably made to be within the Competitive Range, shall be notified and any questions or requests for clarifications provided to them in writing. Each such Proposer may be invited for an interview and discussions with the Evaluation Committee to discuss answers to written or oral questions, clarifications and any facet of its Proposal. Paratransit, Inc. reserves the right to accept proposals as submitted without conducting discussions.

No information, financial or otherwise, shall be provided to any Proposer about any of the Proposals from other Proposers, to the extent permitted by applicable law. Proposers shall not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers shall not be told of their rankings among the other Proposers prior to Contract award.

5. **Factory and site visits.** At a minimum, the Grants and Procurement Manager from Paratransit, Inc. overseeing this bid will conduct a factory visit. Representatives from the agencies in the joint procurement, reserve the right, and intend to conduct factory visits of the Proposer's facilities and/or the facilities of major sub-suppliers included

in the Proposal. Agency will work to facilitate a joint visit with all participating agencies.

6. **Best and final offers.** After all interviews, if any, have been completed, the Proposers in the Competitive Range may be afforded the opportunity to amend their Proposals and make their BAFOs. If the Agency decides to request a BAFO, the Request for BAFOs shall include the following:

- Notice that discussions and negotiations are concluded.
- A complete listing of the conditions, exceptions, reservations or understandings that have been approved.
- A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs.
- Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous Proposal shall be construed as their BAFO.

Any modification to the initial Proposal made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs shall be evaluated by the Evaluation Committee according to the same requirements and criteria as the initial Proposals, (“Proposal Selection Process”). The Evaluation Committee shall make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final scores and rankings within each criterion shall again be arrayed by the Evaluation Committee and considered according to the relative degrees of importance of the criteria defined in “Proposal Selection Process.”

The Evaluation Committee shall then choose the Proposal(s) that it finds to be most advantageous to the Participating Agencies, based upon the evaluation criteria. The results of the evaluations and the selection of a Proposal(s) for any award shall be documented. In this instance, the Agency expects to award to multiple Proposers (one Proposer per vehicle classification). Subsequent orders shall be placed following the Ordering Procedures outlined in Section 4, Special Provisions.

The Agency reserves the right to make an award to a Proposer(s) whose Proposal(s) it judges to be most advantageous to the Participating Agencies based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

7. **Debriefing.** Subsequent to the award, the unsuccessful Proposers shall be notified and may request a debriefing. Proposers shall be debriefed in accordance with Agency policies, including information regarding the shortcomings of their Proposal.

2.24 Response to Proposals

2.25 Single Proposal Response

If only one Proposal (or one proposal per vehicle type) is received in response to this RFP and it is found by the Participating Agencies to be acceptable, a price or cost analysis, or both, possibly including an audit, may be performed by or for the Participating Agencies. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

2.26 Availability of Funds

Orders placed as a result of this procurement are subject to the availability of funding.

2.27 Agency Contract Approval Process

Following completion of the evaluation process, the Agency shall prepare a written recommendation for contact award(s) to the recommended firm(s). This recommendation shall be presented to the designated officials from each of the participating agencies for approval. Upon concurrence from the Participating Agencies as to the Contractor(s) selected, the successful Contractor(s) shall be notified and informed of the timeline to complete the contract approval processes by all Participating Agency members.

2.28 Agency Rights

The Agency 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 on behalf of all Participating Agencies.

The Agency reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, shall be most advantageous to the Participating Agencies, considering price and other evaluation criteria. The Evaluation Committee reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Proposers.

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 Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Participating Agencies.

The Cooperative may reject a Proposal that includes unacceptable Deviations as provided in Form for Proposal Deviation.

2.29 Execution of Contract

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to those Proposers whose Proposal is accepted. Upon notice of

award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within thirty (30) calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time may be cause for termination of the Contract under "Termination for Default" in Section 3. Due to the participation of all eight (8) Purchasing Agencies, Contractor shall furnish copies of certificates to each agency that is a signatory to the contract, indemnifying that agency as required.

2.30 Conflicts of Interests and Gratuities

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Participating Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

2.31 Agency-Specific Provisions

2.32 Purpose of the Solicitation

The purpose of this solicitation is to establish a multi-vendor contract for the purchase of public transportation vehicles. The requirement has been divided into four types of vehicles that shall be competed separately and assembled for participants in the Joint Procurement after award. The selected contractors shall accept purchase orders directly from the participating agencies named in this procurement.

2.33 Roles of the Parties for this Solicitation

Paratransit, Inc. ("PI"), is the lead agency role in the formation of the **Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways**. For the purposes of this procurement, the arrangement entered into by PI and the Participating Agencies shall hereinafter be referred to as the "Cooperative."

The specific roles and obligations of the PI and Participating Agencies are described in detail in the Cooperative Purchasing Agreement entered into by the parties. As a general matter, PI staff, consultants, and counsel shall be responsible for the development of RFP solicitation documents, and the technical product specifications. The awarding of vehicle contracts on behalf shall be done by each agency participating in the joint procurement and bound into one master contract. After the vehicle contract is awarded, PI shall be responsible for solicitation documentation required for the agency's files and the general administration of the vehicle contract.

SECTION 3: GENERAL CONDITIONS

3.1 Definitions

The following are definitions of special terms used in this document:

Agency: Paratransit, Inc. (PI). Any contract modification involving the Joint Procurement shall be issued by PI and coordinated through the Participating Agencies.

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Best And Final Offer (BAFO): The last Proposal made by a Proposer. If a BAFO is not specifically requested by the Agency, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

Class 2 Failure (road call): A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

Competitive Range: The range of proposals that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

Contract: The Proposal and its acceptance by the Participating Agencies as manifested by the Contract documents specified in "Section 10: Contract."

Contracting Officer: The person who is administering this Contract on behalf of the Agency except as limited herein. For this solicitation, the Contracting Officer prior to Contract award and for administration of the Joint Procurement following Contract award is the CTSA and Program Compliance Manager of PI. Each Participating Agency placing an order using the Joint Procurement shall also designate a Contracting Officer for the Participating Agency placing the order.

Contractor: The successful Proposer(s) who is(are) awarded a Contract for providing all buses and equipment described in the Contract documents.

Cooperative: Term used to describe the relationship between PI and Participating Agencies for the establishment of the Joint Procurement.

Days: Unless otherwise stated, "days" shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

Due Date: The date and time by which Proposals must be received by the Agency as specified in "Section I: Notice of Request for Proposals."

Extended Warranty: A warranty available for purchase above the standard warranty.

Fatigue Failure (Corrosion Fatigue): The mechanical degradation of a material under the joint action of corrosion and cyclic loading.

Joint Procurement: An arrangement the Cooperative has established with multiple vendors in which those vendors agree to provide specific property or services in the future at established prices. In this case, the specific property includes accessible transit and paratransit vehicles.

Ordering Agency: Term for the agency that shall be purchasing vehicles from the Joint Procurement. In this case, this agency must be a Participating Agency under the RFP and a signatory to the awarded Contract.

Participating Agency: The term Participating Agency shall also refer to any Agency authorized to place an order under the Joint Procurement. The Participating Agencies for this procurement shall consist of: City of Elk Grove, City of Folsom, City of Roseville, El Dorado County Transit Authority, Kings County Area Public Transit Agency, Paratransit, Inc., Sacramento Regional Transit District, and Yolo County Transportation District.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Proposal: A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including any Proposal or BAFO.

Proposer: A legal entity that makes a Proposal. For this solicitation, the Proposer may be a vehicle manufacturer or a dealer representing a vehicle manufacturer.

Related Defect: Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation: Agency's Request for Proposals.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Ordering Agency.

Supplier: Any manufacturer, company or agency providing units, components or subassemblies for inclusion in the bus that is installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Subcontractor: Any manufacturer, company or agencies providing units, components or subassemblies for inclusion in the bus that are installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

3.2 Materials and Workmanship

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

3.3 Conformance with Specifications and Drawings

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Technical Specifications and other Contract documents. Notwithstanding the provision of drawings, technical specifications or other data by the Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Items that are installed by the Ordering Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

3.4 Inspection, Testing and Acceptance

3.4.1 General

The pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the procedures defined in "Section 8: Quality Assurance"; and they may be witnessed by the resident inspector. When a bus passes these tests and inspections, the resident inspector, if one is present, shall authorize release of the bus.

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the Participating Agency tests defined in "Post-Delivery Tests." If the bus passes these tests or if the Participating Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the Participating Agency occurs on the 15th day after delivery. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Non-

Acceptance” have been carried out and the bus retested until it passes. Acceptance occurs earlier if the Participating Agency notifies the Contractor of early acceptance or places the bus in revenue service.

3.4.2 Risk of Loss

The Participating Agency shall assume risk of loss of the bus on delivery, as defined in “Bus Delivery.” Prior to this delivery, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. If the vehicle is driven to the designated point of delivery, drivers shall keep a maintenance log en route, and it shall be delivered to the Ordering Agency with the bus. If the bus is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

3.5 Title and Warranty of Title

Adequate documents for registering the bus in California shall be provided to the Contractor not less than 10 business days before delivery to the Agency. Upon acceptance of each bus, the Contractor registers the vehicle and warrants that the title shall pass to the Participating Agency free and clear of all encumbrances. Each Ordering Agency shall reserve the right to register the vehicle themselves and shall notify the Contractor upon acceptance of the bus if choosing this option.

3.6 Intellectual Property Warranty

The Participating Agency shall advise the Contractor of any impending patent suit related to this Contract against the Participating Agency and provide all information available. The Contractor shall defend any suit or proceeding brought against any Participating Agency based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Participating Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for any Participating Agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

The Contractor’s obligations under this section are discharged and the Participating Agency shall hold the Contractor harmless with respect to the equipment or part if it was specified by the Agency and all requests for substitutes were rejected, and the Contractor advised the Agency under “Questions, Clarifications and Omissions” of a potential infringement, in which case the Contractor shall be held harmless.

3.7 Data Rights

3.7.1 Proprietary Rights/Rights in Data

The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The Participating Agency shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the Participating Agency to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Participating Agency has the right to reverse engineer patented parts and software.

The Participating Agency 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 a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of 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.

3.7.2 Access to Onboard Operational Data

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

3.8 Changes

3.8.1 Contractor Changes

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Agency Contracting Officer, in consultation with the Participating Agencies. The Contractor shall be liable for all costs resulting

from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

3.8.2 Agency Changes

The Agency may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

3.9 Legal Clauses

3.9.1 Indemnification

3.9.1.1 The Contractor shall, to the extent permitted by law: (1) protect, indemnify and save the Participating Agency(ies) and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Participating Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Participating Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Participating Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Participating Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Participating Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

3.9.1.2 The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Participating Agency, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

3.10 Suspension of Work

3.10.1 The Agency and/or Ordering Agency may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

3.10.2 The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Ordering Agency.

3.10.3 The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Agency's and the Ordering Agency's Contracting Officers a detailed price and schedule Proposal for the suspension, delay or interruption.

3.11 Excusable Delays/Force Majeure

3.11.1 If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Ordering Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the Ordering Agency subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such

cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;

- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the Agency and Ordering Agency as described in GC 9.3.4 below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

3.11.2 None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

3.11.3 The Ordering Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Ordering Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Ordering Agency shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

3.11.4 No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency and Ordering Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency and Ordering Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Ordering Agency shall make its determination within thirty (30) calendar days after receipt of the application.

3.12 Termination

3.12.1 Termination for Convenience - Entire Contract

The performance of Work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Participating Agencies. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the Ordering Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Ordering Agency.
- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Participating Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.

- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Agency" shall be substituted in lieu thereof.

3.12.2 Termination for Convenience- Individual Purchase Orders from Participating Agencies

The performance of Work issued by Purchase Order from a Participating Agency under this Contract may be terminated by Ordering Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Participating Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- Stop Work under the Contract (via Purchase Order) on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Purchase Order as is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Ordering Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Ordering Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the Ordering Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts,

Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Participating Agency.

- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Participating Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Ordering Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Agency" shall be substituted in lieu thereof.

3.12.3 Termination for Default

The Participating Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Participating Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Participating Agency shall be at the Contract price. The Participating Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

3.13 Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement(s) between the Participating Agency(ies) and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

3.14 Changes of Law

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency, in consultation with the Participating Agencies, and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

3.15 Governing Law and Choice of Forum

This Contract shall be governed by the laws of State of California without regard to conflict of law rules. The Contractor consents to the jurisdiction of the identified State and the County where the Participating Agency purchasing the Vehicle(s) is located.

3.16 Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the designated Contracting Officer of the Agency ordering the vehicles and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

3.17 Maintenance of Records; Access by Agency; Right to Audit Records

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the Participating Agency is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of California or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Participating Agency Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
2. For Contract modifications or change orders the Participating Agency Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Purchasing Agency Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the Participating Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

3.18 Confidential Information

Access to government records is governed by the statutes of the State of California. Except as otherwise required by the statutes of the State of California, the Participating Agency shall exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary

information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Proposer may not designate its entire Proposal or Bid as confidential. Additionally, Proposer may not designate its Cost Proposal or Required Bid Forms as confidential.

Upon a request for records from a third party regarding the Contract, the Participating Agency shall notify the Contractor in writing. The Contractor must respond within twenty (20) days with the identification of any and all "proprietary, trade secret or confidential commercial or financial" information, and the Contractor shall indemnify the Participating Agency's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Participating Agency shall employ sound business practices no less diligent than those used for the Participating Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the statutes of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Participating Agency in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

3.19 Conflicts of Interest, Gratuities

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

3.20 General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate

or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

3.21 Amendment and Waiver

3.21.1 Amendment

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the Participating Agencies and Contractor, and specifically referencing this Contract.

3.21.2 Waiver

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

3.22 Remedies not Exclusive

The rights and remedies of the Participating Agencies provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.23 Counterparts

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

3.24 Severability

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

3.25 Third-Party Beneficiaries

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

3.26 Assignment of Contract

Neither party shall assign or subcontract its rights or obligations under the Contract.

3.27 Independent Parties

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the Participating Agency.

3.28 Survival

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the Participating Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- “Intellectual Property Warranty”
- “Data Rights”
- “Indemnification”
- “Governing Law and Choice of Forum”
- “Disputes”
- “Confidential Information”
- “Parts Availability Guarantee”
- “Access to Records”
- “Training”

Agency-Specific Provisions - Reserved

SECTION 4: SPECIAL PROVISIONS

4.1 Authorization to Use the Joint Procurement

The use of the Joint Procurement shall be restricted to Participating Agencies named within this Request for Proposals and a party to the Contract.

4.2 Assignability

Vehicles shall only be purchased by Participating Agencies, in accordance with FTA requirements. Agency shall be responsible for the oversight and tracking of all vehicles procured to ensure that quantities are consistent with the original award. No assignments shall occur to agencies not included in this procurement as a Participating Agency.

4.3 Period of Performance

The period of performance shall be five (5) years.

4.4. Pricing

4.4.1 Price Protection

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

4.4.2 Price Validity for the Initial Contract Term

Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the contract term. By submittal and acceptance of its pricing, the Contractor also agrees to provide any of the listed optional features at the listed pricing for the five-year contract term.

4.4.3 Vehicle and Optional Feature Pricing

Subject to the provisions of SP 5.5 Price Adjustments, the price of the vehicles and of the optional features shall be the unit price established in the initial Schedule adjusted by multiplying the Base Order Price by the following fraction:

$$\frac{\text{Preliminary Index Number on Month Prior to Notice of Exercise of Option}}{\text{Index Number on Effective Date of the Contract}}$$

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413 published by the United States Department of Labor or if such Index is no longer in use, then such replacement which is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

4.4.4 Prohibitions

Contractors are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award.

4.4.5 Price Adjustments

Section GC 9.6, Changes of Law, provides for price adjustments because of changes of law. Notwithstanding that provision, a chassis model price increase shall be considered when a model year change is specific to the automotive or van industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor shall submit the request and all necessary documentation to the Lead Agency. The documentation of such factors shall be provided by the dealer. Should the Lead Agency (in coordination with the Participating Agencies) not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed upon the responsible dealer's request.

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. A cost/price analysis shall be performed by the Lead Agency prior to written notice being provided, in accordance with FTA requirements.

4.5 Ordering Procedures

Participating Agencies that are using federal funds and placing orders under this Joint Procurement shall follow the following procedures:

1. The Participating Agency shall develop a requirements list showing all optional features, if any, that are required. In addition, the Participating Agency shall identify any other evaluation factors that shall be considered in determining which vehicle is to be ordered. (Factors that may also be considered include past performance, special features of the specific vehicle required for effective program performance, warranty considerations, if any, maintenance or inventory considerations, if any and proposed delivery schedule.)
2. The recommended firm shall receive a written Order Confirmation form. This form shall indicate:
 - a. Itemized list of all vehicles, parts, etc. being ordered and prices
 - b. Designated delivery point
 - c. Delivery due date.

3. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued.

4.6 Inspection, Testing, Acceptance and Repairs

4.6.1 First Article Inspection

At the sole election of the Cooperative, the Lead Agency will conduct an on-site inspection (in coordination with any and/or all Participating Agencies wishing to participate) of the first vehicle being manufactured to validate compliance with the specification and to validate the Post-Delivery Buy America and any other audit requirements. This shall not relieve the Contractor and manufacturer from an obligation to manufacture all units in compliance with all specifications.

As least thirty (30) days prior to completion of the First Article bus, the Contractor is to notify the Lead Agency in writing. The First Article bus is to be available for inspection at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from the Cooperative. The Contractor may be required to pay an hourly rate up to a total of \$1500 per vehicle for one (1) independent inspection consultant per vehicle directly. This cost shall be invoiced directly to the Contractor by the inspection consultant.

4.6.2 Pre-Delivery Tests

The Contractor's or manufacturer's pre-delivery tests and inspections of all Vehicles shall be performed at or near the manufacturing plant; they shall be performed in accordance with the procedures defined in Quality Assurance Provisions, and they may be witnessed by the Resident Inspector, if one is assigned to a specific order. The records of this testing shall be provided to the Ordering Agency in accordance with the Quality Assurance Provisions.

4.6.3 Service Prior to Delivery

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop located near the Ordering Agency. The service shall include not less than the following:

- A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
- B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
- C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Contractor's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must

accompany delivery documentation to Ordering Agency.

- D. Full tank of fuel at the Delivery location.
- E. Documentation of the alignment of headlights shall be provided to the Ordering Agency at delivery.
- F. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.
- G. Copy of the Contractor's pre-delivery inspection and all subsequent inspections by Contractor's inspectors shall be provided to the Ordering Agency upon delivery.
- H. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.

4.6.4 Delivery Coordination and Pricing of Delivery

All vehicle deliveries shall be coordinated with the ordering agency. The Contractor shall contact the ordering agency to agree upon a delivery schedule at least three (3) working days prior to delivery. Delivery shall be made during normal working hours. Delivery terms are Freight on Board (FOB) to be specified by the ordering agency, either at their place of business or at closest dealer location. No additional charges shall apply for deliveries made within 100 miles of closest dealer location. Dealers shall only charge additional mileage fees for distance delivered exceeding 100 miles from the closest dealer location. Example: delivery made 150 miles from dealer shall only be charged for 50 miles.

4.6.5 Delivery Inspection, Post-Delivery Tests and Acceptance

Upon delivery of the Vehicle at an agreed upon point of delivery, the Agency shall take possession of the Vehicle and shall perform the inspections and tests. For vehicles that are federally funded, each bus shall be inspected and road tested per Appendix B, Visual Inspection and Road Test Forms. For vehicles funded by or through Caltrans, each bus shall also be inspected using Appendix C, Caltrans Vehicle Inspection Report. If the Vehicle passes these inspections and tests, the Agency shall Accept the Vehicle no later than the fifteenth day after Contractor delivers the Vehicle to the Agency. The Agency may Accept a Vehicle earlier upon Notice of early Acceptance to the Contractor. If the Agency has not issued a Notice of Acceptance, the Agency shall be deemed to have Accepted a Vehicle on the date it places the Vehicle into revenue service.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each bus after completion of the tests.

The Defects detected during these tests shall be repaired according to procedures defined in "Repairs after Non-Acceptance."

4.6.6 Documentation and Deliverables Per Bus Order

The Technical Specification identifies all technical deliverables that must be provided with each bus order. In addition to those items, the Contractor shall provide deliver the following documentation and deliverables with the bus(es).

- Warranty papers – forms, policy, procedures
- Preventative Maintenance Checklists for each required maintenance interval (including all ADA equipment). Documentation to be provided electronically and in hardcopy
- Post Delivery Buy America compliance documentation (including copies of each invoice, etc in accordance with FTA requirements)

The Contractor also shall exert its best efforts to keep maintenance manuals, operator manuals and parts books up to date for a period of five (5) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier shall be provided.

4.6.7 Repairs after Non-Acceptance

The Contractor, or its designated representative, shall perform the repairs after non-acceptance.

4.6.8 Orientation with Delivery

The Contractor shall provide a vehicle orientation with each vehicle delivered to an Agency. If an agency orders more than one (1) vehicle of identical specifications, the orientations shall be provided on the first vehicle delivered. The orientation shall be conducted by the Contractor for the maintenance and operations supervisory and training personnel. The orientation shall include but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the vehicle.
- Function of all controls on the driver control panel
- Location and function of controls on all add-on equipment, such as the A/C, etc.
- Location and identification of all visible and audible alarms.
- Location and identification of tire pressure ID plate
- Location of batteries and how to service the batteries.

4.7 Registration of Vehicles

The Contractor shall register all vehicles. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each vehicle. The Contractor warrants that the title shall pass to the Agency free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character following the Participating Agency's Acceptance of each bus. A vehicle weight slips from a certified scale master shall be supplied if the Agency registers their own vehicle.

4.8 Payment

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages for Late Delivery of the Bus."

The Agency shall make payments for buses at the unit prices itemized in the price schedule within forty-five (45) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within forty-five (45) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The Agency shall make a final payment for all withholding within forty-five (45) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

4.8.1 Invoices

Contractor shall submit invoices for all Vehicles, Spare Parts, and all equipment and other items purchased under this Contract to the Agency forty-five (45) calendar days prior to each delivery. Payment shall be within 45 days after Acceptance of each item. Proforma invoices shall be acceptable.

4.8.2 Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date. The Contractor shall maintain auditable records, subject to the Agency reviews, confirming that tax payments are current at all

times. Each invoice for vehicles shall specifically indicate the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

4.9 Delivery Schedule

The Contractor shall deliver all buses on or before the delivery date contained in the Order Confirmation issued by each ordering agency. The Order Confirmation shall also indicate the point of delivery as well as days and hours of delivery.

4.10 Liquidated Damages for Late Delivery of the Bus

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in "Delivery Schedule," except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, the Agency shall be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the Agency shall be fixed at \$100 per business day per bus not delivered in substantially as good condition as inspected by the Agency at the time released for shipment.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Agency and further authorizes the Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the Agency the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

4.11 Service and Parts

4.11.1 Contractor Service and Parts Support

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting the Agency, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The Contractor also shall state in its Proposal its policy on transportation charges for parts other than those covered by warranty.

4.11.2 Parts Availability Guarantee

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least 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 Contractor's then-current published catalog prices.

Where the parts ordered by the Agency are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Agency, within eight (8) hours of the Agency's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Agency are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Agency, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Agency. The Contractor's design and manufacturing documentation provided to the Agency shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

4.12 Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor shall submit either a manufacturer's FMVSS self-certification, Federal Motor Vehicles Safety Standards, that the vehicle complies with relevant FMVSS or a manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations. One copy of the statement shall be provided to each Agency with the delivery of the buses.

4.13 Motor Vehicle Pollution Requirements

The Contractor shall furnish to each Agency a certification in writing with each Vehicle delivered that:

- Vehicles shall meet Federal and California pollution requirements.
- The horsepower of the Vehicle is adequate for the speed, range, and terrain in which it shall be required to operate and meet the demands of all auxiliary power equipment.

4.14 Insurance

The Agency recognizes that the Contractor may be a dealer whose role is warranty and service of the vehicles. In such cases, the Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier's employees while on Agency property.
- Commercial General Liability Insurance:

- Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$1,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
- Product liability: \$1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).
- Automobile Liability Insurance: Bodily Injury and Property Damage, \$1,000,000 combined single limits per occurrence.

In addition, the vehicle manufacturer whose role is to provide the vehicle shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Commercial General Liability Insurance:
 - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$1,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
 - Product liability: \$1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).

Contractor shall deliver to the Participating Agencies, within thirty (30) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the Participating Agency's Contract Administrator. Each Participating Agency reserves the right to address additional insurance performance requirements with the Contractor prior to issuance of a purchase order from that agency.

4.15 Buy America Post-Delivery Audit

Prior to delivery of the first vehicle, the Contractor shall provide documentation required to evidence compliance with the Buy America Post-Delivery audit requirements. The documentation shall be provided in the same format as was submitted with the Proposal.

4.16 Interchangeability

All buses delivered under this Contract, whether provided by a Subcontractor or Supplier, or manufactured by the Contractor, shall be duplicates in design and manufacture, and installed to assure Interchangeability among Buses in each separate order. This Interchangeability shall extend to the components and parts as well as to their locations in the Buses for all buses produced during the first year of the contract.

For buses being produced during the second through fifth year of the Contract, Agency shall consider changes such as product improvements on a case-by-case basis. Agency's basic expectation for any such change is that the new product shall perform at least as well if not better

than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

In the event that a supplier discontinues a product during the Contract period, Agency shall consider a substitute product on a case-by-case basis. No substitutions are to be not without the express written consent of Agency. PI's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

All such changes shall be processed according to the provisions of GC 8, Changes. The Contractor shall not modify any of the listed items contained on the Technical Submittal which was submitted with the proposal without the express written consent of PI.

4.17 New Technology

The Cooperative reserves the right to add new devices to this contract that may evolve through new technology to the resulting contract. Such additions must be for the same purpose as equipment awarded and fall within the original scope. Such equipment shall only be added if it is presented as an items addition by an awarded Contractor.

SECTION 5: FEDERAL REQUIREMENTS

5.1 Access to Records

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 Agency, 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).

The following access to records requirements apply to this Contract:

5.1.1 Local Governments

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Participating Agency, 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 that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 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 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

5.1.2 State Governments

In accordance with 49 CFR 633.17, the Contractor agrees to provide the Participating Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

5.2 Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors 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 Participating Agency requests that would cause the Participating Agency to be in violation of the FTA terms and conditions.

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

5.3 Federal Energy Conservation Requirements

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

5.4 Civil Rights Requirements

The following requirements apply to the underlying Contract:

5.4.1 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall 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.

5.4.2 Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying Contract:

- (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which 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 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include,

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

(b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

5.5 No Government Obligation to Third Parties

5.5.1 The Participating Agency 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 Participating Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

5.6 Program Fraud and False or Fraudulent Statements or Related Acts

5.6.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR 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.

5.6.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

5.7 Suspension and Debarment

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

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows:

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

5.8 Disadvantaged Business Enterprise (DBE)

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 Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

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 Agency deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

5.9 Clean Water Requirements

5.9.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

5.9.2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.10 Clean Air Requirements

5.10.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

5.10.2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.11 Compliance with Federal Lobbying Policy

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

5.12 Buy America

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or Proposer must submit to the Agency the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as nonresponsive.

5.13 Testing of New Bus Models

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

5.13.1 A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which shall be prior to the recipient's final acceptance of the first vehicle.

5.13.2 A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

5.13.3 If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

5.13.4 If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.

5.14 Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 USC § 5323(l) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

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

5.14.2 Solicitation specification requirements: The Contractor shall submit evidence that it shall be capable of meeting the bid specifications.

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

5.15 Cargo Preference

The Contractor agrees to the following:

- To use privately owned U.S.-flag commercial vessels to ship at least fifty (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 U.S.-flag commercial vessels;
- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (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.)

- 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.

5.16 Fly America

The Contractor agrees to comply with 49 USC 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 sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

5.17 Contract Work Hours and Safety Standards Act

5.17.1 Overtime requirements: No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such Work to work in excess of 40 hours in such work week 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 40 hours in such workweek.

5.17.2 Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

5.17.3 Withholding for unpaid wages and liquidated damages: The Morongo Basin Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies 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.

5.17.4 Subcontracts: The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

5.18 ADA Access

The Contractor and any of its Subsuppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

1. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
6. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
7. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
10. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
11. Any implementing requirements FTA may issue.

SECTION 6: TECHNICAL SPECIFICATIONS

6.1 General

Technical specifications define requirements for accessible transit/paratransit vehicles are contained in Appendix A-1 through A-4.

Appendix A-1 Cutaway Specifications

Appendix A-2 Minivan Specifications

Appendix A-3 Large Cutaway Specifications

Appendix A-4 Low Floor Cutaway Specifications

SECTION 7: WARRANTY REQUIREMENTS

7.1 Basic Provisions

7.1.1 Warranty Requirements

7.1.1.1 Contractor Warranty

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

7.1.1.2 Complete Bus

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for ___ years or _____ miles, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under “Inspection, Testing, Acceptance and Repairs.” The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency’s locale. [Information from the selected firm(s) will be inserted at time of Contract award.]

7.1.1.3 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 X years or XXX miles, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of X years or XXX miles, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

7.1.1.4 Propulsion System

Propulsion system components, specifically the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for the standard X years or XXX miles, whichever comes first. The propulsion system manufacturer’s standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change. [Information from the selected firm(s) will be inserted at time of Contract award.]

7.1.1.5 Emission Control System (ECS)

The Contractor warrants the emission control system for a minimum of five 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 including diesel exhaust fluid injector system
- components identified as emission control devices

7.1.1.6 Warranty Summary including Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects for the period shown below: [Information from the selected firm(s) will be inserted at time of Contract award.]

Item	Years	Mileage
Body Structure		
Chassis		
Engine		
Transmission		
Air Conditioner		
Lift/Ramp		
Other Optional Features		

7.1.1.7 Extension of Warranty

If, during the warranty period, repairs or modifications on any bus 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, the applicable warranty period shall be extended by the number of days equal to the delay period.

7.1.2 Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. The Participating Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

7.1.3 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 Agency

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

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

7.1.3.1 Pass-Through Warranty

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

Contractor shall state in writing that the Participating Agency's warranty reimbursements shall not be impacted. The Contractor 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 Contractor may request approval from the Participating Agency to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the Participating Agency. Otherwise, the Contractor 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 Contractor.

7.1.3.2 Superior Warranty

The Contractor shall pass on to the Participating Agency any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the Participating Agency noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

7.1.4 Fleet Defects

7.1.4.1 Occurrence and Remedy

A Fleet Defect is defined as cumulative failures of three (3) of the same components in the same or similar application where the fleet size is fewer than twelve (12) buses where such items are covered by warranty. Where the fleet size is twelve (12) or more buses, a Fleet Defect is defined as twenty-five (25) percent of the same components in the same or similar application where such items are covered by warranty. A Fleet Defect shall apply

only to the base warranty period in sections entitled “Complete Bus,” “Propulsion System” and “Major 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.

For the purpose of Fleet Defects, each order placed through the Joint Procurement Purchasing Schedule shall be treated as a separate bus fleet.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in “Repair Procedures.” After correcting the Defect, the Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator’s manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

7.1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to Participating Agency-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.

7.2 Repair Procedures

7.2.1 Repair Performance

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the Participating Agency shall allow the Contractor or its designated representative to perform such Work. At its discretion, the Agency may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

7.2.2 Repairs by the Contractor

If the Participating Agency detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor’s designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the Agency. The Participating Agency shall make the bus available to complete repairs timely with the Contractor’s repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the Agency's option, the Contractor may be required to remove the bus from the Agency's property while repairs are being affected. If the bus is removed from the Agency's property, repair procedures must be diligently pursued by the Contractor's representative.

7.2.3. Repairs by the Agency

7.2.3.1 Parts Used

If the Participating Agency performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the Participating Agency may use Contractor-specified parts available from its own stock if deemed in its best interests.

7.2.3.2 Contractor-Supplied Parts

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

7.3.3.3 Defective Component Return

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

7.3.3.4 Failure Analysis

The Contractor shall, upon specific request of the Participating Agency, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

7.3.3.5 Reimbursement for Labor and Other Related Costs

The Participating Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Participating Agency for a qualified mechanic at a straight time wage rate per hour, which shall include fringe benefits and overhead adjusted for the Participating Agency's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage

and fringe benefit rates shall not exceed the rates in effect in the Participating Agency's service garage at the time the Defect correction is made.

7.3.3.6 Reimbursement for Parts

The Participating Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to Agency.

7.3.3.7 Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the Participating Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The Participating Agency may dispute rejected claims or claims for which the Contractor 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.

7.2.4 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Participating Agency with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor."

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have 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 bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the Agency.

7.2.4.1 Warranty Processing Procedures

The following list represents requirements by the Contractor to the Participating Agency for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair

- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

7.2.5 Forms

The Contractor shall supply warranty forms to each Ordering Agency. The completed forms shall be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and Agency.

7.2.6 Return of Parts

When returning defective parts to the Contractor, the Participating Agency shall tag each part with the following:

- bus number and VIN
- claim number
- part number

7.2.7 Timeframe

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

7.2.8 Reimbursements

Reimbursements are to be transmitted to the address provided by the Participating Agency.

SECTION 8: QUALITY ASSURANCE

8.1 Contractor's In-Plant Quality Assurance Requirements

8.1.1 Quality Assurance Organization

8.1.1.1 Organization Establishment

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

8.1.1.2 Control

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

8.1.1.3 Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

8.1.2 Quality Assurance Organization Functions

8.1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

8.1.3 Basic Standards and Facilities

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

- Configuration control: The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special

requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

- **Measuring and testing facilities:** The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- **Production tooling as media of inspection:** When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- **Equipment use by resident inspectors:** The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

8.1.4 Maintenance of Control

The Contractor shall maintain quality control of purchases:

- **Supplier control:** The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- **Purchasing data:** The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

8.1.5 Manufacturing Control

- **Controlled conditions:** The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- **Completed items:** A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- **Nonconforming materials:** The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

8.1.6 Inspection System

The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. As a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

8.2 Inspection

8.2.1 Inspection Stations

Inspection stations shall be at the best locations to provide for the Work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing

completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test and bus final road test completion.

8.2.2 Optional Resident Inspectors

For orders greater than ten (10) buses, the Ordering Agency shall determine if a Resident Inspector is required under 49 CFR Part 663.37. In the event that the agency decides to have a Resident Inspector either full time or part-time, the following sections apply.

8.2.2.1 Resident Inspector's Role

The Participating Agency may be represented at the Contractor's plant by resident inspectors, as may be required by FTA. Resident inspectors may be Participating Agency employees or outside contractors. The Participating Agency shall provide the identity of each inspector and shall also identify their level of authority in writing. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Participating Agency shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings," "Authority" and "Pre-Delivery Tests," below. Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this "Section 8: Quality Assurance."

8.2.2.2 Pre-Production Meetings

If there are Pre-Production Meetings scheduled, the primary resident inspector may participate in design review and pre-production meetings with the Participating Agency. At these meetings, the configuration of the buses and the manufacturing processes shall be finalized, and all Contract documentation provided to the inspector.

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

8.2.2.3 Authority

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

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

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

If applicable, the primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

8.2.2.4 Support Provisions

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs.

8.2.2.5 Compliance with Safety Requirements

At the time of the Pre-Production meeting, the Contractor shall provide all safety and other operational restrictions that govern the Contractor's facilities. These issues shall be discussed and the parties shall agree which rules/restrictions shall govern the Participating Agency's inspector(s) and any other Agency representatives during the course of the Contract.

8.3 Acceptance Tests

8.3.1 Responsibility

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

8.3.2 Pre-Delivery Tests

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

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Section 6: Technical Specifications. The Participating Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. If there is an on-site inspector, delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

8.3.2.1 Visual and Measured Inspections

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

8.3.2.2 Total Bus Operation

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

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. If requested, computerized diagnostic printouts showing the performance of each bus shall be produced and provided to the Agency. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected.

8.4 Agency-Specific Requirements

8.4.1 Pre-Delivery Bus Documentation Package (BDP)

The Contractor's quality assurance organization shall be responsible for preparing a documentation package for each Bus. The BDP shall be inserted into a manila envelope which shall be labeled with the Agency name and the bus number on the front of the

envelope. This envelope shall be placed into the Bus and shall be presented to the Participating Agency upon delivery.

At a minimum, each BDP shall contain the following items:

- BDP Check-off Sheet listing the following:
- QA Certificate of Completion (signed by Contractor QC representative).
- CNG pressure test certification – if applicable
- Water test Certification.
- Alignment and Steering Stop Adjustment Certification.
- Smoke Opacity Test (Exhaust Emissions), if applicable.
- “Completed Bus” Inspection document.
- Copy of defects noted during any Agency on-site inspection.
- List of “Open Items”- if any
- VIN number (copy of bus data plate)
- Certificate of Origin
- Weight slip (curb weight)
- Certificate of compliance for high voltage/energy storage protective devices, if applicable.
- Copy of FMVSS plate
- Component Serial Number List - List of serialized components installed on each Bus to include, but not limited to:
 - Engine
 - Transmission
 - Alternator
 - Starter
 - A/C Compressor
 - Drive Axle
 - Power Steering Unit
 - Air Compressor
 - CNG Fuel Cylinders with installation location diagram.
 - Other serialized components for which the Contractor shall require serial numbers for the processing of warranty claims.

SECTION 9: CONTRACT

9.1 Contract Documents and Order of Precedence

The Contract consists of the documents listed below. In case of any conflict among these documents, the order of precedence shall be:

1. Form of Contract
2. "Section 4: Special Conditions"
3. "Section 3: General Provisions," and "Section 5: Federal Requirements"
4. "Section 6: Technical Specifications," "Section 7: Warranty Requirements," and "Section 8: Quality Assurance"
5. Contractor's Best and Final Offer (including Original Contractor Proposal)
6. Addenda
7. RFP No. 13-03

A modification or change to any Contract document shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

9.2 Compensation

The Joint Procurement Pricing Schedule is Attachment 1 to this Contract. Each Ordering Agency shall pay the Contractor the amount shown on the Ordering Confirmation Form as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

9.3 Contract Term and Period of Performance

The effective date of this Contract shall be the effective date set forth in the Notice to Proceed (NTP). The Contractor shall provide vehicles under the Schedule for a period of five (5) years after the effective date of the Contract, upon receipt of the NTP. The NTP is anticipated to be issued following the adoption of the contract documents by all Participating Agencies.

9.4 Notices

Any Notice legally required to be given by one party to another under the Contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail or registered mail and addressed to:

Request for Proposal

October 2013

RFP No. 13-03

To Lead Agency:
Ms. Tiffani M. Fink, CTSA and Program Compliance Manager
Paratransit, Inc.
2501 Florin Road
Sacramento, CA 95822

[Insert Contractor name, address and point of contact]

9.5 Entire Agreement

This Contract constitutes the complete and entire agreement between the Participating Agencies and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, that are not incorporated as a part of the Contract.

Contractor name	Paratransit, Inc. Agency name
Signature of authorized official	Signature of authorized official
(Print or type name and title)	(Print or type name and title)
Date	Date
Tax ID number	Approved as to form by:
	Insert name and title

City of Elk Grove
Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

City of Folsom
Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

City of Roseville
Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

El Dorado County Transit Authority
Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

Request for Proposal

October 2013

RFP No. 13-03

Kings County Transit Authority
Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

Sacramento Regional Transit District
Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

Yolo County Transportation District
Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

SECTION 11: APPENDICES

Appendix A-1: Cutaway Specifications

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SPECIFICATIONS FOR PARATRANSIT BUS

1.0 SCOPE

- 1.1 The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001:2000 certified. A copy of this certification must accompany the bid submittals.
- 1.2 This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid lift and door.

2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS

- 2.1 The following standards, law and regulations of the issue in effect on the date of the Request for Proposal form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
- California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines
- OEM Body Builders Standards and Guidelines
- National Fire Protection Agency Regulations 52
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

- 2.2 **ALTOONA BUS TESTING:** Bidders that are offering vehicles (either as a base vehicle or with optional engines or modifications to the fuel system) are required to test at a minimum for 5-year/150,000 mile service life to CFR 49 part 665. Class A vehicles are required to test at a minimum for 4-year/100,000 service life. Final test report (hardcopy and electronic version on CD) shall be submitted with the bid. Bidders for CNG vehicles will provide documents to verify vehicles offered are delivered in compliance with 49

CFR 665. Altoona test must be completed and a satisfactory test report provided to the Cooperative's prior to final acceptance of the first vehicle by a recipient. Failure to comply with this requirement will result in nullification of conditional award. Offerors may not offer buses using the FTA's demonstrator/prototype model Altoona test exemption provision for five (5) or less vehicles for sale under this contract.

3.0 VEHICLE CLASSES:

Vehicles shall conform to the requirements of the following table:

VEHICLE CLASS	A Ford E350	A GM 3500	B Ford E450	B GM 4500	B- CNG Ford E450	B- Diesel Ford E450	C Ford E450	C-CNG Ford E450
SPECIFICATIONS								
Number of Wheelchair Positions	2	2	2	2	2	2	2	2
Minimum Seat Positions-Rear Lift	8	8	12	12	12	12	16	16
Minimum Seat Positions-Front Lift	7	7	11	11	11	11	14	14
Minimum OEM Gross Vehicle Weight rating in lbs**.	11,500	12300	14500	14200	14,500	14,500	14,500	14,500
Wheel Base (Inches)	138	139	158	159	158	158	176-190	176-190
Minimum Entrance Door Height (Inches)	72	75	75	75	75	75	75	75
Minimum Clear Door Width (Inches)	27	27	30	30	30	30	30	30
Front Lift	30	30	30	30	30	30	30	30
Rear Lift								
Minimum Engine Size (Liters)	5.4	6.0	6.8	6.0	6.8	6.7	6.8	6.8

** For diesel option GVWR allowed to vary with similar chassis

* One wheelchair position required for Class A front lift

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of vehicle Classes A through C unless otherwise stated within specifications.

4.1 VEHICLE LOADING: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

4.1.1 UNLADEN WEIGHT: A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the four corner unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

4.2 ENGINE: California approved gasoline electronic fuel ejection (EFI) fuel management system.

4.2.1 CNG: When available the 6.8L E450 engine to be OEM gaseous prepped. Areas where the alternate fuel system impacts the standard specifications (for gasoline/diesel fueled vehicles) may be waived for this contract. This includes such things as: gross vehicle weight rating, payload, engine displacement, emission rating, cargo volume and others directly affected by the fuel system modifications. The bidder may be required to substantiate the reasons for downgrading the base requirement. A minimum of 27-gallon gas equivalent capacity in three 3600 psi tanks shall be installed between the frame rails on the chassis. The CNG tanks shall have a production date of no more than 24 months from date the bus is delivered. The tanks shall be Type III aluminum and carbon fiber construction, twenty (20) year life that complies with NGV2-2007 and FMVSS 304. Type IV tanks are acceptable if installed within the frame rails of the vehicle. All fittings and hoses are to be stainless steel or flex tubing approved for use with CNG at 3600 psi. All lines are to be supported with split block high pressure retaining devices and or rubber insulated line clamps approved for use with CNG at 3600 psi. All fasteners are to be Grade 8 fasteners and installed in a manner that is compliant with applicable sections identified in 2.1. Conversion shall include dust and gravel shields to protect tanks and valves. Vehicle shall have OEM gas ready engine. The system shall be installed by Engine System Manufacturers approved installers and include the following:

- a) NGV-2 3600 psi rated fill receptacle sized at buyers choice, no extra cost
- b) Electronic tank shut off valves.
- c) Exterior fuel pressure gauge

- d) Locking fuel door
- e) Lockout switch for fuel filler door to prevent starting with fuel door open

Proposer to include a Kidde Aerospace & Defense (KAD) or approved equal Automatic Fire Sensing and Suppression System (AFSS) complete with fire detector(s), control panel, manual activation switch and engine compartment and battery compartment and methane detection system. The purpose of the AFSS is to ensure coach and passenger safety and survivability in the event of fire. The AFSS shall detect fires in protected areas. Upon fire detection the AFSS shall immediately activate an audible and visual alarm in the vehicle operator's area. After a 15 second delay, the AFSS shall shutdown the vehicle engine and discharge extinguishing agent into the protected areas. The vehicle operator shall have the capability to extend or terminate the engine shutdown and extinguisher discharge delay. The completed AFSS shall be tested and certified by KAD. The test shall determine that the system has been properly installed and will function as intended; a Certification Report from KAD shall be provided indicating such at time of delivery.

- 4.3 TRANSMISSION: Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.
- 4.4 BRAKES: Dual hydraulic power-assisted system with disc-type brakes on the front wheels and drum or disc-type on the rear wheels. A foot operated parking brake shall be supplied with a warning light on the dashboard.
- 4.5 SPRINGS: The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM, shall be installed on the lift side of the vehicle to keep the bus level.
- 4.6 SHOCK ABSORBERS: Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.
- 4.7 STEERING: Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.
- 4.8 WHEELS: Each vehicle shall be equipped with seven OEM matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.

- 4.9 TIRES: Seven OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire and wheel shall be shipped and delivered with the vehicle unless optional spare tire carrier is selected (carrier not available and does not apply to Class A vehicles).
- 4.9.1 BUMPERS: A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mph impacts.
- 5.0 AXLES: The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.
- 5.1 DRIVESHAFT: Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.
- 5.2 ELECTRICAL: The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid lift must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.
- 5.2.1 WIRING AND SWITCHES: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure - type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code. No wires of the same color, number or

function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Cooperative. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. Butt connectors and Scotch Locks shall not be allowed as a method of joining wiring or electronic cables.

5.2.2 CHARGING SYSTEM: The vehicle charging system shall have a minimum of one (1) OEM 12-volt alternator with the highest output alternator available from the chassis OEM with larger than OEM cables installed.

- a) A fast idle system equal to Intermotive Hi-Lok shall be installed. The fast idle system must be able to automatically increase the engine speed to 1,500 RPM on gas engines and 1200 RPM on diesel. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on. A manual switch/button shall be located convenient to the driver to engage the system when the vehicle is in Park and vehicle is not in motion, as described above.

5.2.3 LIGHTS: Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

- a) OEM daytime running lights.
- b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights.
- c) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening with sealed holes for wiring (except for those with gaskets).

- d) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear with sealed holes for wiring (except for those with gaskets).
- e) Center mounted LED light will be provided and mounted above rear window with sealed hole for wiring.
- f) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- g) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
- h) Vehicle shall be equipped with LED rear center brake light.

5.2.4 **BATTERIES:** Each vehicle shall have two maximum capacity chassis OEM batteries of equal capacity, rating and battery type. Mismatch of battery type is not acceptable, particularly mismatch of lead acid and maintenance free types. One battery shall be installed in an easily accessible tray described in Section 5.25 and the other shall remain in the OEM engine compartment location. Provisions shall be made to charge the auxiliary battery from the engine alternator. Battery cables installed in place of chassis manufacturer's battery cables shall be a continuous run and sized to match the electrical systems maximum current draw. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use Only". Batteries to be installed using anticorrosive slide blocks for securement.

5.2.5 **BATTERY TRAY:** A locking weather protected sliding type battery box shall be installed on the curbside behind the passenger door with stainless steel bearing slides providing for an automatically latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray shall be large enough to hold two OEM batteries. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of two). The battery box shall also be equipped with two drain holes preferably adjacent to the two battery tray drain holes when the tray is in the stowed position. The tray shall have the ability to extend a minimum of 3

inches beyond the opening of the battery compartment. Drain holes to be closely aligned when the battery tray is in the stowed position. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks made of an insulated material to prevent corrosion. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. One thumb-release latch and one locking latch that will rotate 180 degrees from the closed position shall secure the battery compartment door. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery. Cables shall be long enough to allow specified pull out extension and shall be protected and flexible enough to fold away when stowed without shorting or damaging the cables.

- 5.2.6 GROUNDS: Three added grounds shall be installed on the vehicle; all shall be # 0 gauge cable. One ground shall be installed between the engine and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the lift pump housing and the side battery, grounds must be continuous, without splices. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.
- 5.3 FUEL TANK: Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards. The Class B-HYB chassis shall have the smallest tank option installed as per manufacture requirements.
- 5.4 INSTRUMENT PANEL: The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:
- a. Ammeter or voltmeter
 - b. Oil pressure gauge
 - c. Fuel capacity gauge
 - d. Engine temperature gauge
 - e. Speedometer
 - f. Emergency brake warning light
- 5.5 BACK-UP ALARM: Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.

- 5.6 BODY MODIFICATIONS: The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. No second stage manufacturer welds, or holes, will be accepted if they are not a minimum of 1" from the top of the top flange and 1/4" from the bottom of the bottom flange. Welds, and/or holes that are in the center (the area between the top and bottom flanges as measured above) area of the web of the frame and comply with OEM requirements will be accepted. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.
- 5.7 STRUCTURE: The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.
- 5.71 ROOF CONSTRUCTION: The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.
- 5.72 BUS BODY: The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.
- a) All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by caulking, butyl rubber tape, or

other approved material. No water leaks in the body will be acceptable. Testing shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes. A certification of the water test result shall be submitted with the delivery of each vehicle.

- b) The body shall be free of cracks, dents, defects or physical damage.
- c) All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.

5.8 **SEATING:** All seating, including driver, shall meet the following requirements: All vinyl seat covers for the base bus shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. If optional cloth, seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellent treatment that prevents liquids from passing through fabric.

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209, 210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

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- b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.
- f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.
- g) A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid lift except when there is a rear lift. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.
- i) All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results

meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.

k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

l) **Passenger Seats**

All passenger seats shall be individual modules equal to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing and track mounted for easy removal, and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats for the Base Bus shall be covered in Docket 90 vinyl.

m) **Driver Seat**

Vehicle to be equipped with Riccaro (or approved equal) adjustable bucket seat with right hand armrest or equal. Upholstery shall be color coordinated with passenger seats. Seat trim will include all OEM or equal Upholstery color will be grey cloth unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered.

- 5.9 FLOORS: The floor overlay shall have a minimum of 5/8" marine grade plywood securely fastened to the cross sills. All plywood edges are to be properly sealed for moisture unless plywood used is of marine grade type. Plywood is to be sanded and filled where needed to create a smooth surface to lay the floor rubber. An access panel for ease in maintenance of the fuel pump shall be provided.
- 5.91 FLOOR COVERINGS: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2 millimeter Altro Transflor Meta and/or Chroma, buyers choice no additional charge (or approved equal) color to be specified by buyer from Altro standard stock selection. All step edges shall have Altro T36T Aluminum Step edge (or equal) or Altro yellow nosing with band of 2 ½ inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind stepwell. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a bus manufacturer's warranty of no less than five years for installation and adhesion. All edges shall be sealed and all seams heat welded to prevent water penetration. The flooring shall extend up the sidewalls to the seat rail line. It shall be covered with backing of molded plastic, fiberglass or extruded or press formed aluminum with a minimum one inch (1") radius at the floor/wall joint to form a smooth water tight transition. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives
- 6.0 REAR EMERGENCY EXIT: The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen. Window shall be equipped with an audible alarm system to alert the driver when the window is not completely closed.
- 6.1 ENTRY DOOR: The vehicle shall be equipped with an electric front entrance door. Door shall be a two-section door equipped with 2" elastomeric material on each section that overlaps a minimum of 1.5" to form a tight seal. The clear height and width of the entry door shall be as specified in section 3.0. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors. Entry door shall not be operable unless the vehicle is in park.
- 6.2 ENTRY STEPS: The front passenger steps and step well shall be heavy-duty welded steel, minimum 14 gauges, with adequate reinforcement to prevent deflection more than ¼" under a 300 pound load placed on an area 28" wide on the center of the step.

Upon removal of the load, this step will rebound to its original dimension. A standee line is required with color to match step edges.

- a) The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9.5" deep (8.5" on raised floor buses). The bottom step tread shall be a minimum of 9" and not exceed 12" from the ground unloaded. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. A three-step entry is allowed only in a Class B bus with a front lift or if chosen as an option. The steps shall be designed so that water will not pool at any time and shall provide for a non-skid surface.
- b) Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance.

6.2.1 **DRIVERS RUNNING BOARD/ASSIST:** The driver's door entry area shall be equipped with a running board. Running board shall be a minimum of 9" deep, maximum of 12". This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated aluminum, or equal. Driver entry area shall include a steel reinforced molded plastic grab handle, mounted to the rear of the door opening on the outside on the B pillar. Handle shall be a minimum of 6" grab area, durable, corrosion proof, and have no sharp edges. Installation with self-taping screws will not be accepted, must include bolts into threaded inserts and be able to support 250 pounds pull force.

6.3 **MODESTY PANELS, STANCHION AND HANDRAILS:** An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted lift is required when a front lift is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into

structural members at all mounting points. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.

- 6.4 INTERIOR PANELING: All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.
- 6.5 WINDOWS: All windows, except the windshield, rear and doors, shall be egress transit type or a top T-slide panel type, a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.
- a) Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with the FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Driver's door and entry door shall not be considered as an emergency exit.
- 6.6 INSULATION: Foam sprayed insulation, or equal, equivalent to 1.5" fiberglass shall be installed in the roof, rear wall, rear caps, sidewalls and extended door sections including lift doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches fiberglass). Insulation shall comply with all Federal requirements and shall pass the

testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.

- 6.7 **PAINT AND TRIM:** Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic enamel (non fiberglass body). Entire vehicle to be one color decided by the ordering agency, any other color treatments (including two-tone) will be at buyers cost.
- 6.8 **FRONT CAP:** The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.
- 6.9 **UNDERCOATING:** The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim undercoating for bus applications. All openings in the floorboards and firewall shall be sealed. Care shall be taken to prevent overspray of electrical cabling, air, brake and fuel hoses.
- 6.9.1 **WHEEL HOUSING:** The wheel housing shall be constructed of a minimum 14 gauge galvanized steel or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.
- 6.9.2 **AIR CONDITIONING:** All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; Class A chassis shall be capable of producing from the auxiliary A/C system a minimum 45,000 BTU equal to American Cooling Technology (ATC) ACT-40HD System, 10 CID Compressor, EZ 5 Evaporator and CS 2 Condenser or Carrier model AC- 712MAX system comprised of a 10 cid compressor, EM- 1 Evaporator and CM- 2 Condenser. Class B and Class C Gasoline and Diesel vehicles require auxiliary systems capable of producing a minimum 60,000 BTU equal to or better than Trans/Air TA 73 Evaporator, SMC3L Condenser, 13 CID Compressor or ACT 50 HD compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser or Carrier model AC- 813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM- 3 Condenser or ACT-532HD using, EZ-5 evaporator, with 13 CID compressor and CS-32 condenser. Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.
- a) All compressor installations must be completed with mounting hardware and pulleys that are warrantied and supported by the A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud.

All controls for both air conditioners shall be located for ready access by the driver. Cooling shall be specified in BTU at 100° F. ambient temperature. The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser. Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically attached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type F, Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No "tie-in systems will be allowed."

- a) Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.
- b) Class B Hybrid shall have TM16 compressor, EM-1 evaporator and KR-3 roof mounted condenser. Drive system shall be AC24LS motor using a Dmo C445 motor controller or equal.

7.0 HEATER: Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass ¼ turn valves that are clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver's entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall not be less than 30,000 BTU for Class A, and 60,000 BTU for types B and C

- a) Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses

a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.

- b) Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable

7.1 MOBILITY AID LIFT: At buyer's option, a Braun Century or Ricon S-5005, or approved equal, will be installed in front of the rear axle or behind the rear axle at the purchaser's option and without additional charge. Lifts installed in the rear position will have front pumps for ease of service. The lift shall incorporate a positive locking mechanism to prevent drifting from the stowed position.

- a) The lift platform shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" measured from 2" above the platform surface to 32" above the platform and a minimum clear length of not less than 50" measured from 2" above the surface of the platform. All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.
- b) The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.
- c) All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.
- d) The lift platform shall be equipped with handrails on both sides. Any lighting installed on handrails must not interfere with Standees use of the handrails, and operate at a temperature that will not result in burns should skin come in contact with them even if left on for long periods of time.
- e) The mobility aid lift system shall have one control station capable of controlling all lift functions. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist type connection. The Cooperative must approve the final routing and securement of the cord.
- f) The mobility aid lift system shall include a vinyl lift cover.

7.2 LIFT ENTRY DOOR: The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and widths to accommodate lift chosen by buyer.

- a) The lift entry shall be two entry doors and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10 " wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors must be properly installed so that the top and bottom of each door are square with each other. Lift door opening will include a rain gutter. Door opening frame will be powder coated a bright white to match vehicle exterior. Lift doors will be constructed with tubular 12-gauge, 304 stainless steel frame and fiberglass or aluminum interior and exterior material. Doors shall be designed for long life/heavy use and at a minimum be constructed of 14 gauge, 1" tubular steel around the perimeter. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins or stainless steel strap style hinge. Locking lift door must have a locking high quality lever-type door handle located at the inside center of each door. Door latch shall be vertical rotating; two point type with latch rod at top and bottom. Each door lock to have individual handle. Locking doors must have a vertical rotating latch at top and bottom and have a locking door handle on the door first opened/last closed. Latch adjustment plates shall be located at the top and bottom of the doorframe structure.
- b) A positive factory-installed gas shock installed at top of door to assist in maintaining opened or closed position of door(s) and shall be installed to hold the lift entry doors open while the lift is in use. An additional door tether shall be installed that will prevent the doors from opening past 100 degrees.
- c) Automatic curb illumination lamps shall be provided for passenger loading inside the lift doorway.

- 7.3 **CONTROL INTERLOCK:** The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged.

The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status

- 8.0 **MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS:** Each vehicle shall be equipped with forward facing mobility aid securement and occupant restraint system as indicated by Table 1. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement.

- a) Mobility aid securement and occupant restraint system(s), including all attachment hardware, straps and anchorages, shall meet or exceed the following requirements:
- * 30 mph/20 G Impact Test criteria per SAE J2249
 - * 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)
- b) The securement system shall be QRT MAX (8300 series knob less) retractor, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. The system(s) shall be flanged "L" continuous track mounted type (with end caps), capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. The Track shall be installed in a location/manner that will maximize usable area while still meeting the track manufacturers installation requirements. End caps shall be installed with bolts, with large washers under the floor at securement nuts. Each vehicle shall come with two retractable tie-down systems.
- c) A closable box shall be provided and secured next to the wheel chair lift for storage of securement systems. Final location and type to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided prior to award. **Any deviation from track installation will require written approval from securement manufacturer that the installation will not alter required testing in Section 8.0.**

8.1 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet SAE J2249.

8.2 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

- a) A web cutter for emergency use shall be provided with each vehicle.
- b) One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift.

- c) STORAGE CONTAINER: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver's area with a hinged lockable door or with a thumb latch at buyers option. The container must be sealed and not have any exposed wires, protrusions or sharp edges. If there is a destination sign installed access to the area as noted is required. Cooperative must approve final design.

8.3 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery. Extinguisher shall be mounted as per the Ordering Agency's instructions.
- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125 mounted as per the Ordering Agency's instructions.
- d) Mirrors: A fully adjustable 6"X 9" passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing or within flat portion of mirror surface, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the fender. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed. Sheet metal screws are not to be used to attach the mirror assembly to the bus. Mirrors must provide an option to be heated.
- e) Sufficient interior lighting (a minimum of eight incandescent) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled
- f) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Class A vehicles may route exhaust directly to rear of vehicle. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be welded with a continuous seam. Aluminized steel exhaust tubing shall be used for exhaust modifications.

- g) Optional Two-Way Radio Antenna Prep with Grounding Plate: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind driver's seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. See attached picture for currently accepted design, by Viking Marine.
- h) Manual: A complete operations manual shall be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securement, and all options.
- i) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.
- j) Chrome retractable coat hook in as accessible location to the driver seat location.

8.4 PAINTING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

9.0 MANUALS AND DATABASE INFORMATION:

9.1 MANUALS:

For vehicles furnished under this contract the Contractor shall provide the following manuals to the Ordering Agency and for each make and model in the quantities specified with the delivery of the vehicle.

- 1) Four (4) current vehicle maintenance manuals including all air system, complete electrical, multiplex and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 2) Four (4) current vehicle air conditioning system maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 3) Four (4) current vehicle wheel chair ramp/lift maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 4) Four (4) vehicle engine maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 5) Four (4) vehicle transmission manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 6) Four (4) current vehicle part manuals applicable to vehicles provided under this contract, including all subsystems and components, whether manufactured by the Contractor or purchased ready made from an outside source. This manual shall

include detailed dimensional drawings for all glazing used in the vehicle (windows, windshield and doors) to allow for future replacement. An index shall be provided at the front of the manual that contains a numerical listing to section reference and alpha part description to section of reference. Two (2) manuals shall have all pages laminated in clear plastic;

- 7) Three (3) current price catalogs applicable to the vehicles furnished under this contract, including all subsystems and components whether made by the Contractor or purchased already from an outside source;
- 8) Ten (10) operator's manuals for each vehicle furnished under this contract. The operator manuals shall have all options installed under the contract described and illustrated that may be used by the operator.
- 9) All Service and Parts manuals furnished for the vehicles shall also be supplied in a PDF format on CD-ROM disks to allow the information to be loaded into the Ordering Agency's Maintenance Information System.
- 10) All manuals and electrical schematics will be provided indicating the "as-built" condition of the vehicles supplied, including all optional accessories provided.

Within 60 days of delivery and acceptance of the vehicle, the Contractor will provide the Ordering Agency with an aftermarket part listing with a recommended spare parts inventory to support the vehicles purchased.

9.2 REQUIRED VEHICLE DATABASE INFORMATION:

The Contractor shall provide a Microsoft Windows XP Excel file and hardcopy listing for each vehicle at the time that shall include (as applicable):

- 1) Manufacturer Name
- 2) Vehicle Model Name
- 3) Ordering Agency Coach Number
- 4) Manufacturer Vehicle Identification Number (VIN#)
- 5) Engine make, model and serial number
- 6) Engine ECM model and serial number
- 7) Transmission make, model and serial number
- 8) Transmission ECU model and serial number
- 9) Differential model and serial number
- 10) Alternator model and serial number
- 11) Regulator model and serial number
- 12) Starter model and serial number
- 13) Air compressor model and serial number
- 14) Air conditioning compressor model and serial number
- 15) Steering box model and serial number
- 16) Front axle model and serial number
- 17) Rear axle model and serial number
- 18) Catalyst/muffler and/or exhaust after-treatment model and serial number
- 19) Wheelchair ramp/lift model and serial number

20) DVR model and serial number

10.0 TRAINING

A comprehensive hands-on training program for the Ordering Agency operations and maintenance staff shall be provided by the Contractor and Original Equipment Manufacturers (OEM) for major components provided on the vehicles. The Training Program schedule will be discussed with the Contractor after contract award to establish a training schedule that is properly coordinated with the delivery and acceptance of the vehicles. The minimum training requirements are described below.

- 1) **Basic Vehicle Orientation-** A basic vehicle orientation class for mechanics, service workers, and supervisors will be conducted which provides an overview of the vehicle, service access locations to all major components, locations of all daily service items on the vehicle, location of all diagnostic ports, and other general operations and vehicle maintenance information. A minimum of two classes at four (4) hours per class will be provided.
- 2) **Vehicle Maintenance-** A detailed twenty-four (24) hour class covering the vehicle air system, doors, suspension, body and other minor systems will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 3) **Engine-** A detailed sixteen (16) hour class covering the engine and exhaust after treatment system provided that includes engine familiarization, electronic controls, mechanical and electronic diagnostics, exhaust system operation, maintenance and diagnostics, component replacement of key exhaust components will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 4) **Wheelchair Lift/Ramp-** A detailed four (4) hour class covering the wheelchair lift/ramp including operation, maintenance, hydraulics and controls, diagnostics and repair will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 5) **Parts and Support Familiarization-** A four (4) hour class covering the Contractor's parts manuals, parts ordering procedures, and recommended spare parts inventory levels will be provided for the Ordering Agency's Maintenance and Procurement staff.

Vehicle operations training, basic vehicle orientation, bus maintenance training, and parts and support familiarization training will begin immediately after delivery of the agency's second (or first if only one is ordered) vehicle by the Contractor. The remaining training will be schedule over a period of one (1) year from the date of final acceptance of the second (or first if only one is ordered) vehicle delivered by the Contractor, subject to approval of dates and times by the

Ordering Agency. All training will be conducted at the Ordering Agency's operations and maintenance bases.

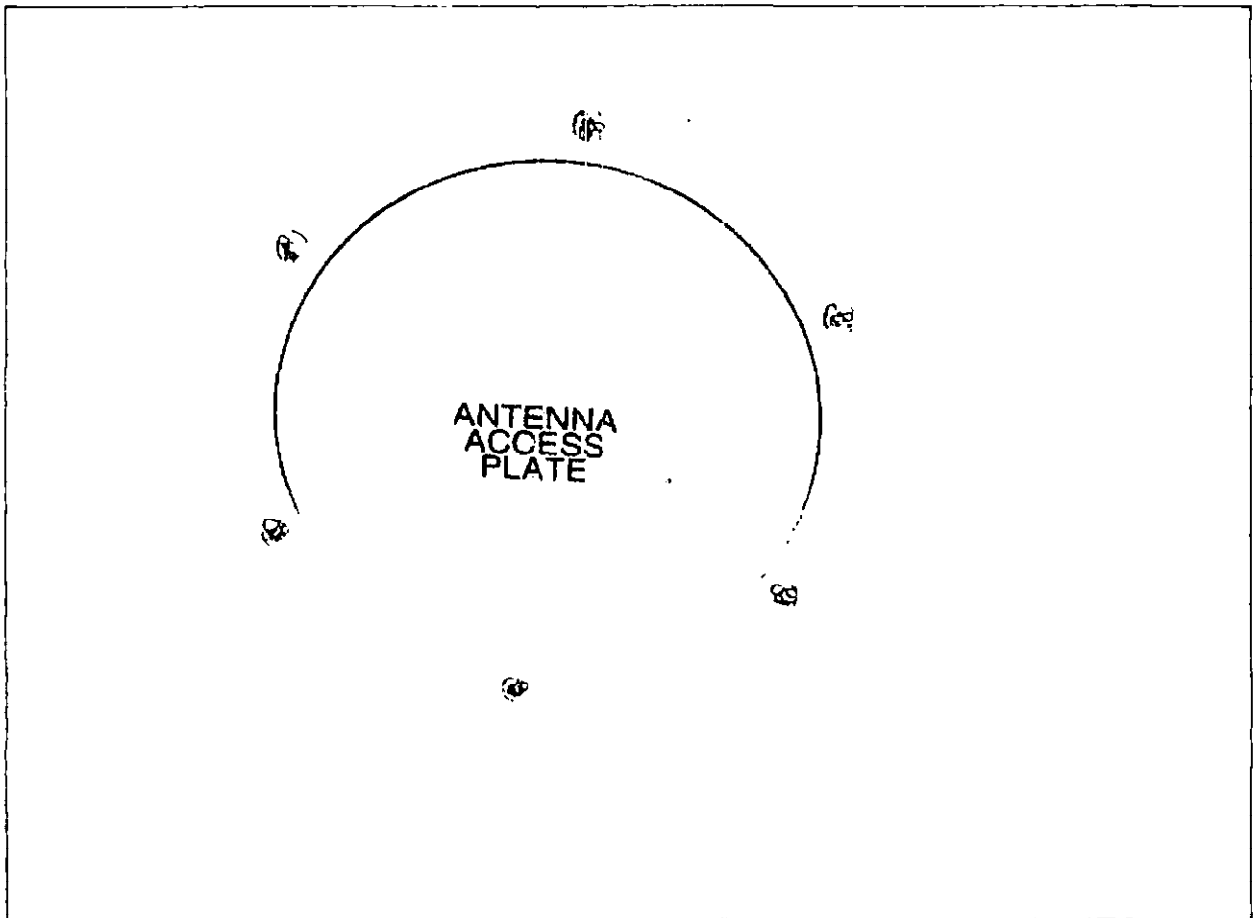
11.0 Base Price (Pre-tax as specified in this submission). Mark "No-Bid" if your firm is not proposing for a particular vehicle class

NOTE- TO BE PROPOSED IN APPENDIX C. WORKSHEET TO BE PROVIDED IN ELECTRONIC AND HARDCOPY FORM.

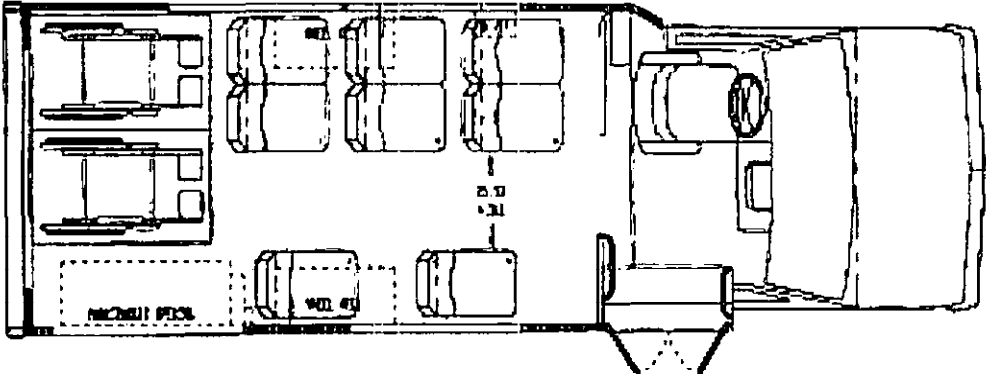
12.0 OPTIONS

NOTE- TO BE PROPOSED IN APPENDIX C. WORKSHEET TO BE PROVIDED IN ELECTRONIC AND HARDCOPY FORM.

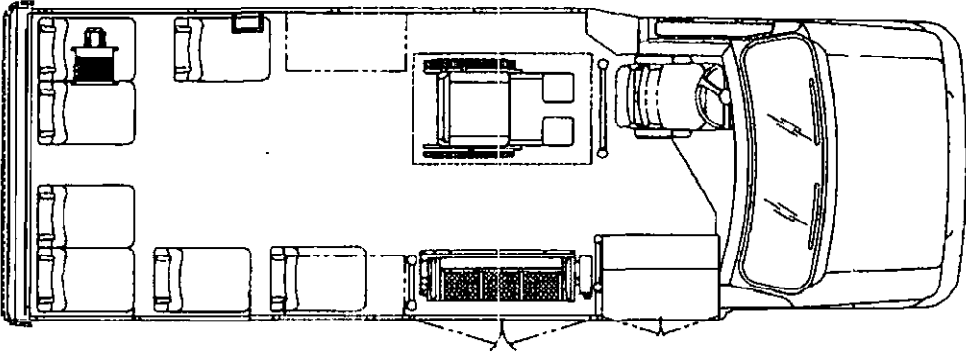
13.0 Antenna Access Plate



14.0 Floor Plans



Class A, Rear Lift

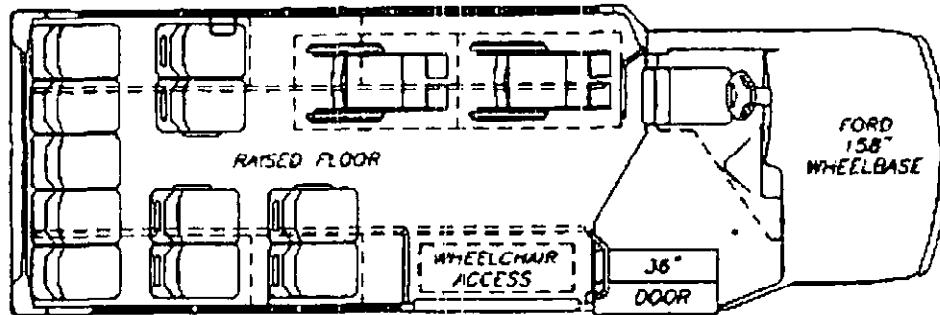


Class A, Front Lift

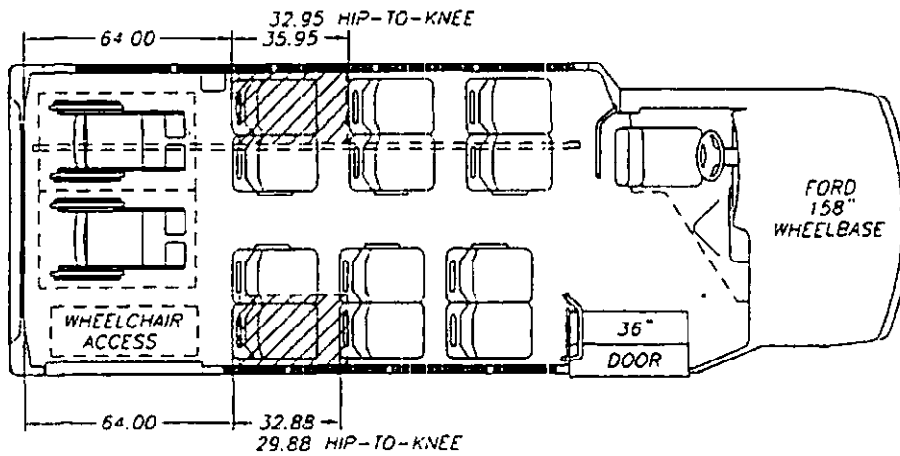
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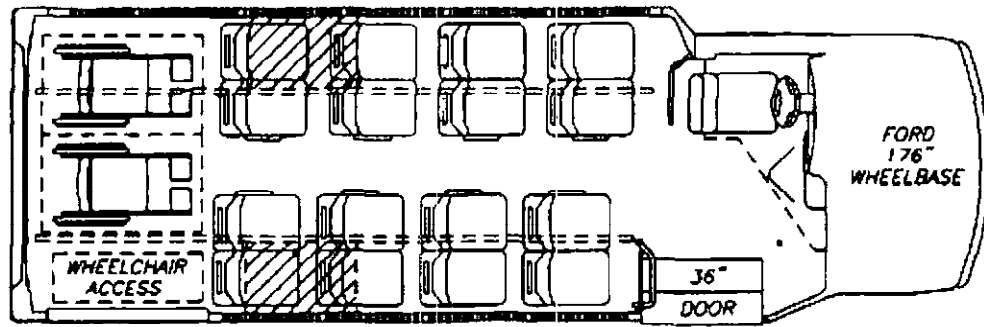
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**Class B Front Lift
Ford and GM Chassis**



**Class B Rear Lift
Ford and GM Chassis**



Class C Rear Lift

Appendix A-2: Minivan Specifications

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TYPE 4: MODIFIED MINIVAN SPECIFICATION REQUIREMENTS

1.0 Scope: MINIVAN-CLASS D

The Modification shall result in increased interior headroom and clearances and improved passenger accessibility provisions for persons with disabilities. The vans are to be converted in accordance with this specification. No modifications beyond the scope of this specification will be allowed. The van shall be a complete, operating vehicle, and, at a minimum, it shall conform in strength, quality of material and workmanship as provided by the automobile industry. The Manufacturer shall be ISO 9001:2000 certified for the design, sale, manufacture of customized buses and multipurpose passenger vehicles. A copy of the certification must accompany the bid submittals. All parts added as a result of the modification process shall be new. The basic van must be a current model year, factory production vehicle which is cataloged by the OEM manufacturer and for which published literature and printed specifications are currently available.

This specification is intended for use in purchasing a completed vehicle(s) with all equipment and accessories needed for its operation. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as needed/required.

The vehicle shall conform in all respects to the following standards, laws, and regulations:

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations, Title 49, Chapter V-National Safety Bureau
- California Code of Regulations (CCR), Title 13
- Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR, Part 38, Subpart B-Buses, Vans and Systems
- State of California Vehicle Code
- California Health and Safety Code
- California Air Resources Board Regulations
- Original Equipment Manufacturer (OEM) Body Builders Book

- 1.1 **CAPACITY:** This minivan shall be capable of carrying in one trip two (2) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver. The vehicle must be convertible to at least five (5) ambulatory passengers, plus the driver. Conversion to a full ambulatory/mobility aid capacity will be achieved by the use of an "ADA, and FMVSS compliant center mounted, fold up seat.
- 1.2 **ADDITIONAL CAPACITY:** An ambulatory passenger capacity that exceeds five (5) is desired, providing all specification requirements are met herein. Should a capacity larger than five (5) be offered, there shall be no additional price increase. No additional bid preference will be given.
- 1.3 **MODIFICATION:** This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rear most passenger

seat and lowered to meet minimum the ADA 56 inch door opening requirement. There shall be no extrusion to any portion of the vehicle roof in meeting the ADA 56 inch door-opening requirement. A manual, fold up mobility aid ramp is to be mounted on the curbside sliding door, and two mobility aid positions will be provided.

- 1.4 **REQUIREMENTS:** All labor, parts, materials, and other items used shall be the best quality available in commercial practice.
- a) All equipment is required to be new and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
 - b) Engineering changes and modifications shall conform to accepted practices of the Society of Automotive Engineers and other professional organizations, which may establish relevant standards.
 - c) The minivan interior and exterior shall be aesthetically pleasing.
 - d) All exposed metal shall be primed and painted. All metal shall be thoroughly cleaned and primed, including welded joints. Metal parts shall be free of dirt and rust with all sharp edges to be rounded throughout the vehicle.
- 1.5 **CHASSIS AND PACKAGES:** The model shall be a Dodge or Chrysler Caravan SE with OEM option packages that at a minimum contain items listed in section 1.6
- 1.6 **SUB PACKAGES:** Prior to award, the bidder shall provide a listing, published by the OEM, OEM chassis and packages with these items:
- a) Front and rear dual air conditioning
 - b) AM/FM stereo with CD
 - c) Dark tinted windows
 - d) Cruise control
 - e) Tilt steering
 - f) Power door locks with remote keyless entry, and power windows (including a minimum of four keys and remote transmitters per order)
 - g) Largest OEM cooling system available
 - h) Long wheelbase
 - i) Heavy duty cooling
 - j) Day time running lights
 - k) Low back bucket seats
 - l) White clear coat monotone paint
 - m) 160 amp alternator
- 1.7 **VEHICLE WEIGHT REQUIREMENTS:** The Contractor shall certify that all vehicles delivered shall not exceed the Original Equipment Manufacturer's Gross Vehicle Weight

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Rating (GVWR) of the chassis, regardless of the installed options and seating configuration ordered. This shall be submitted with the bid.

- a) The bidder shall submit passenger position loading schematics of engineering quality with the bid, which show the passenger seat positions. The schematics will show a chart with the ambulatory/mobility positions for each capacity, the equivalent weights, and compliance with the OEM GVWR and Gross Axle Weight Rating (GAWR) ratings for the specified vehicle. All weight calculations shall be estimated as 150 lbs. per ambulatory and 250 lbs. per mobility aid passenger. Loading calculations must be made with a full tank of fuel. For the center folding seat 300 lbs (150 lb per passenger x 2) shall be used in lieu of the 250 LB mobility aid passenger weight.
- b) A copy of a weight certificate from a state certified scale (state of final builders location will be accepted for these purposes) showing the unladen weight of the vehicle, with a full fuel tank, as specified, must be submitted with the bid.
- c) An additional weight detail breakout listing of engineering quality must be provided with the bid demonstrating GVWR compliance that separately lists:
 - 1) The conversion base vehicle weight,
 - 2) The specified passenger payload of at least two and three if available rear ambulatory, two middle ambulatory, one front wheelchair, plus driver,
 - 3) The combined weight of all listed options,
 - 4) The combined weight of all specified accessories (belts, fire extinguisher, first-aid kit, etc.) in this specification.
- d) All required weight breakout listings will show compliance with the OEM GAWR ratings, front and rear.

List the manufacturer's gross axle weight rating:

Front: _____

Rear: _____

- e) The Cooperative or purchasing agency reserves the right to request a state certified weight certificate, at contractor's expense, for each vehicle equipped as ordered, at any time, during the build/delivery process. The weight certificate will show compliance with the OEM GVWR with all accessories and options installed. A State of California certified weight slip shall be required at time of inspection or at delivery.
- 2.0 ENGINE: At a minimum, the engine shall be a California certified, 3.6 liter flex fuel, E-85, V-6, gasoline engine. The engine shall be a current production model and match the year of the chassis.

- 2.1 **TRANSMISSION:** The vehicle shall have an automatic transmission, with a minimum four (4)-speed transmission with automatic overdrive.
- 2.2 **RADIATOR AND COOLING SYSTEM:** The vehicle shall have the heaviest duty available radiator and cooling system, with a coolant recovery system factory installed, and with factory specified coolant.
- 2.3 **HOOD:** The hood lock release shall be inside the vehicle, easily identified and accessible to the driver.
- 2.4 **FLUID MAINTENANCE:** The driver must be able to check and fill/top-off all fluid levels from inside the front hood. Dipsticks, filler caps, etc. will be clearly marked for identification using florescent colored tape or coatings.
- 2.5 **FLUID LINE PROTECTION:** All lines beneath the vehicle which are exposed as a result of the floor modification shall be protected from road damage through the use of corrosion resistant covers or shields, where the Cooperative determines it is appropriate. All covers and shields shall permit accessibility for repairs, maintenance, and inspections. Final design of covers and shields are subject to approval by the Cooperative. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and rebending OEM brake or fuel lines is strictly prohibited. Hoses under the floor shall have a 3-sided cover which protects them and the hardware which supports them.
- 2.6 **BRAKES:** The vehicle shall be equipped with an OEM Anti-Lock Brake System (ABS).
- 2.7 **PARKING BRAKES:** The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light. Parking brakes shall be properly adjusted to factory specifications upon delivery.
 - 2.7.1 **ELECTRONIC STABILITY CONTROL:** The vehicle shall be equipped with OEM electronic stability control (ESP).
- 2.8 **AXLES:** The axle capacity rating shall be at least equal or exceed the GVWR of the vehicle. In the event the GAWR ratings exceed the GVWR of the specified chassis, the GVWR rating shall be the basis for all weight calculations.
- 2.9 **DRIVE AXLE ANGLE ALIGNMENT:** Bidder must submit, with proposal, detailed documentation which shows how OEM-factory specification front drive axle angle alignment is maintained (i.e. use of spacers, brackets, etc.) after the lowered floor modification.

- 3.0 **WHEEL ALIGNMENT:** Each completed vehicle shall have a four-wheel alignment prior to final delivery. Documentation of wheel alignment with adjustment data shall be furnished at time of inspection. Alignment must comply with OEM specifications, camber kits must be installed if needed to comply with this requirement. The equipment used to do the alignment shall generate this documentation. This documentation shall include OEM alignment specifications. Hand written documents are not acceptable. Documentation shall include Vehicle Identification Number (VIN).
- 3.1 **REPLACEMENT FUEL TANK:** Tank, fuel and vent lines, and hardware must meet all current FMVSS standards, including FMVSS 301, as well as all current CARB and EPA requirements (see section 7.7). If the OEM tank is removed during conversion and replaced with an aftermarket tank, documentation from the tank manufacturer or vehicle second stage manufacturer to show compliance to regulations is required with the bid. The tank must replicate OEM capacity and shall be fully calibrated with the OEM dash fuel gauge. Tanks shall be treated or coated so as to resist corrosion for the complete applicable warranty period.
- 3.2 **SUSPENSION:** The vehicle will retain the complete OEM front and rear suspension with OEM components. Rear suspension must include OEM Load Leveling suspension (SER) to maintain a level position once loaded to full capacity without affecting the ride quality.
- 3.21 **POWERTRAIN SUBFRAME INSTALLATION:** The area of contact between the power train subframe and the OEM body structure shall be maintained. Installation of spacers shall replicate the OEM contact area between the frame and unibody.
- 3.3 **ROAD CLEARANCE:** With a full capacity load, the vehicle shall be able to clear a conventional public street speed bump, without making contact with any portion of the vehicle surface, at 10 miles per hour.
- a) **Ground Clearance:** With passengers and driver and with all available options installed (FULLY LOADED); there must be a minimum of 4-1/2 inches of clearance between the lowest part of the van and level ground.
- 3.4 **WHEELS:** The minivan shall be equipped with four (4) OEM Stamped Steel wheels with painted bolt-on wheel covers, 16" minimum, and a matching OEM full size spare.
- 3.5 **WHEEL WELLS:** Wheel wells shall be OEM. Alteration of the lower portion of the rear wheel wells to accommodate lowered floor shall be done with stainless steel or aluminized steel.

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- 4.0 **TIRES:** Five identical brand and size tires shall be furnished. Tires shall be steel belted radials, the size, load rating and the brand as provided by the OEM for the chassis specified and equipped with a tire pressure monitoring system (TPMS) sensor.
- 4.1 **SPARE TIRE:** The spare tire shall be OEM Stamped Steel Wheel equipped with a tire pressure monitoring system (TPMS) sensor mounted inside the vehicle and secured in an easily accessible carrier as approved by the Cooperative
- 4.2 **TIRE CHANGING EQUIPMENT:** Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity and other tools necessary for changing the mounted tires and stored in a compartment/container within the vehicle. Such storage space shall not diminish passenger capacity nor block accessory access.
- 4.3 **TIRE CHANGE:** The vehicle shall have the necessary configuration and clearance on the frame to allow for the use of the OEM jack in changing the tire. The configuration shall meet or exceed the OEM design, and have provisions to prevent jack slippage. Full instructions on the tire changing procedures and towing of a lowered floor minivan shall be provided.
- 4.4 **BUMPERS:** Front and rear bumpers shall be OEM, shock absorption type.
- 4.5 **ELECTRICAL:** Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM.
- 4.6 **WIRING:** All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color coded to match the OEM, with no wires of the same color in the same loom or harness. Wire connections shall be crimped with Packard type connectors. All harnesses which are modified or added to the vehicle will be secured to the frame at a maximum of two feet intervals with insulated clamps. Plastic wire ties are not acceptable. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-proofed material.
- 4.7 **CIRCUIT PROTECTION:** All circuits shall be fuse protected and a schematic diagram, of engineering quality, indicating color and function shall be included with each vehicle. All electrical accessories except the radio and lights must be wired through the ignition, and must shut off when the engine is off.
- 4.8 **BATTERY:** The vehicle must have the heaviest duty available factory installed battery. Battery cables and connectors shall be OEM.
- 4.9 **ALTERNATOR:** The vehicle charging system will use the largest OEM optional 12-volt alternator available.

- 5.0 HORN: Factory OEM.
- 5.1 GAUGES: The vehicle shall be equipped with OEM needle or digital type gauges or OEM warning lights. All gauges will be installed in the OEM manufacturer's designated positions within the vehicle dashboard.
- 5.2 FRONT AND REAR HEATING: An OEM heating/defrosting system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. Non-OEM heater hoses shall be a continuous run of like material to the OEM heater lines which ran to the heater prior to conversion. No splices between the front and rear connections will be allowed. The lines must be mechanically attached in a manner which replicates the OEM. Whenever possible, and at a minimum, provide attachments to the vehicle structure at no greater than 18-inch intervals. Lines must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system.
- 5.3 FRONT AND REAR AIR CONDITIONING: Air conditioning shall be OEM front and rear mounted, with separate fan controls mounted on the front center console. Rear ceiling mounted A/C controls shall be removed and a new low profile interior panel color matched to OEM interior shall be installed to eliminate head strike. Conversions shall not impede access to front and rear air conditioning components. Non-OEM refrigerant hoses shall be a continuous run of like material to the OEM refrigerant lines which ran to the rear evaporator prior to conversion. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, and compressor oil type and quantity.
- 5.4 INTERIOR LIGHTING: Overhead and lower lighting shall be installed in the interior rear of the vehicle that provides not less than two foot-candles of illumination at the entrance ramp area. This system shall illuminate automatically when the vehicle front and sliding doors are open. A manual switch must be available which overrides any timing device on the interior light system.
- a) Seat Lights: Additional lighting shall be installed in the lower panels of the vehicle which provides a minimum of two foot-candles of floor illumination for the center and rear seats. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling to prevent being a hazard to passengers. Additional lighting shall be wired to work in concert with the OEM interior overhead light switches. All additional lighting must be adequately circuit protected.
- 5.5 EXTERIOR LIGHTING: Exterior lighting shall be installed in accordance with the Federal Motor Carrier Safety Regulations and the California Code of Regulations, Title 13. All lights shall be sealed from moisture and grounded to the body framing structure. The brake light shall not override emergency flashers or turn signals. An OEM center

stoplight, two OEM back-up lights, and OEM running lights shall remain factory installed and complete.

- 5.6 **LIGHT COMPLIANCE:** All accessory vehicle lighting will conform to ADA, 49 CFR, Part 38, and Subpart B.
- 5.7 **STEREO:** Shall be OEM AM/FM radio with CD and, a minimum of, four factory-installed speakers, 2 front and 2 rear.
- 6.0 **HEADLIGHT ADJUSTMENTS:** After conversion, the manufacturer will adjust the headlights for proper alignment using appropriate equipment to accurately align headlights per FMVSS requirements prior to delivery.
- 6.1 **BODY SPECIFICATIONS:** Conversion of a minivan by modifying the sidewalls, or floor, shall require the construction of an internal reinforcement of equal or greater strength which does not destroy or reduce the original integrity or strength of the vehicle against impact. All metal components which are added, as reinforcement shall be professionally seam welded, and shall be made corrosion proof through a commercial primer application or the use of stainless steel or aluminized steel.
- a) **Interior Height:** Shall provide a maximum measurement of 60 inches (plus or minus 2 inches) at the vehicle center of the interior roof to the interior of the vehicle floor.
- 6.2 **FMVSS TESTING:** Documentation showing successful compliance with FMVSS 571.126, 135, 204, 206, 208, 214, and 216 standards for the current model requested after conversion is required to be provided prior to bid award.
- 6.3 **OEM "PASS THROUGH":** Documentation by an engineering associate must be provided which states the reasons for OEM "Pass Through" where claimed in lieu of required FMVSS testing. The Cooperative reserves the right to request re-testing if a pass through claim, based on submitted documentation, is deemed inappropriate.
- 6.4 **VEHICLE PRODUCTION:** The bidder shall submit a vehicle modification production work plan with the bid which describes the processes used when OEM vehicle flooring is cut out and accessibility modifications made. The production work plan shall include the method of bracing, type of cutting, welding, and attachments, and reinforcements which would ensure proper alignment and construction.
- a) **Reinforcement:** Any modifications to the floor, roof, or sides shall require reinforcement to prevent vibration, drumming, or flexing.
- b) **Exterior Panels:** Shall be sufficiently stiff to prevent vibration, drumming, or flexing while the minivan is in normal operation.

- c) Structural Securement: All points of contact between longitudinal or cross members and other structural materials shall be welded, or bolted with minimum grade 5 zinc plated, cadmium plated, or galvanized fasteners.
- d) Insulation: The roof and body shall be fully insulated, OEM is acceptable. Add-on insulation shall be glued or affixed in such a manner which does not allow sagging or bunching of the insulation.
- e) Road Noise: At 60 miles per hour, the ambient noise level shall not exceed 89.5 DB measured from the geometric center of the passenger compartment.
- f) Fasteners: All metal hardware and fasteners shall be non-corrosive high strength steel. Clamps shall be fully insulated to prevent premature wear.

6.5 MISCELLANEOUS BODY COMPONENTS:

- a) Windshield Wipers: Intermittent with dual jet washers and multiple speed control.
- b) Rear Window Accessories: The rear window shall have an OEM electric window defogger, wiper, and washer.
- c) Paint: The basic vehicle factory color shall be OEM standard white. Chip guard paint (same color as body) shall be standard. The reference point (for the top) shall be from a point 3 inches above the bottom of an unmodified sliding door. The chip guard shall be applied from this point to the bottom of the rocker panel, and shall extend from the rear of the front wheel opening to the front of the rear wheel opening.
- d) Transit Striping: Transit stripe, 3 inch width, will be installed on each side of the vehicle. Colors available at a minimum shall be: white, red, orange, yellow, green, light blue, and blue. Reference: Stripe shall be 3M reflective tape series 680, or approved equal. The stripe shall be white if user does not choose another color. The stripe will be installed in a professional manner with cutouts for emblems etc. See Drawing "A" Page 153 for install position of stripe.
- e) Rear View Mirror: An interior rear-view OEM mirror with a night driving adjustment shall be installed to afford the driver a view of all passengers.
- f) Side View Mirrors: Each minivan shall be equipped with OEM exterior left and right side mirrors, the largest available, containing a convex/wide view mirror on the right side. Mirrors shall have electric adjustment capability.
- g) Sun Visors: Two OEM fully adjustable sun visors shall be provided.

h) Sealant, Rust proofing and Undercoating: The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim undercoating for bus applications. All openings in the floorboards and firewall shall be sealed.

6.6 PASSENGER DOORS AND STEPWELLS: The minivan shall have standard OEM driver and passenger front doors; one manual right side mobility aid accessible rear passenger door, with a minimum opening height of 56 inches, a minimum usable width which will accommodate the ramp platform without causing the ramp to contact the door, and the opening bottom shall be a minimum of 9 inches above the ground. Door extensions shall be constructed of stainless steel. Both sliding doors shall have a locking mechanism to securely hold doors in the open position when the vehicle is on a hill.

a) Ground effects: Vehicle shall incorporate stainless steel or aluminum body extensions on both street and curb side of vehicle. These shall be primed and painted to match the exterior color of the vehicle. See Drawing A for details.

a) Passenger Door Tracks: Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with the sliding door arms.

b) Sliding Passenger Door Arms/Brackets: Reinforcement of the sliding door components shall be, at a minimum, adequate to support the excess weight created by the floor and door extensions. Under normal closure conditions, there should be no evidence of door track "flexing" or wobbling.

c) Sliding Door Closures: The minivan sliding passenger doors shall be easily opened, closed and latched by pulling the door handle with one hand. Full instructions shall be provided on the proper maintenance and periodic adjustment of the sliding door(s).

d) Locks: OEM remote keyless entry shall be provided with four (4) OEM full function key fobs. All access doors shall have power locks with driver single control capability in the interior.

e) Sliding Left Passenger Door: An OEM-built second sliding door shall be provided on the rear passenger left side of the vehicle. The door height opening shall be a minimum of 52 inches. The door width shall be as provided by the OEM. The door shall be equipped with an interlock system so that the door cannot be opened beyond the fuel door when the fuel door is open.

- f) **Rear Door Emergency Exit:** The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle. The vehicle override device shall be mounted on the inside of the rear door to prevent accidental release. The handle shall be coated with a florescent yellow or bright red, for easy identification. A permanent label with a minimum 1/2 inch letters shall be attached near the handle with opening instructions.
- g) **Signage:** All emergency exits and signs shall comply with the Federal Motor Vehicle Safety Regulations, the California Motor Vehicle Code, and California Code of Regulations Title 13.
- 6.7 **INTERIOR PANELS:** All interior panels shall be OEM vinyl/cloth or equal. Materials and treatments shall be flame retardant to meet FMVSS 571.302 and be surface treated for efficient cleaning. Panel fastening devices shall match the color of the panels.
- 6.8 **INTERIOR COLOR:** The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be a dark blue/gray, with additional color selections subject to Contractor availability.
- 7.0 **FLOORING:**
- a) **Sub Floor:** The interior floor, excluding the area behind rear seat, shall be insulated with minimum 3/8 inch thick marine grade plywood to minimize interior noise. The adhesive used in the production of said plywood must be marine quality.
- b) **Floor Pan:** The floor pan shall be a minimum #16 gauge stainless steel or aluminized steel, with rust inhibiting epoxy primer or equivalent covering the weld joints. The vehicle floor and related components must be structurally sufficient to meet the requirements of FMVSS 207 and 210 for all seating systems and belt anchorages as well as SAE J2249 for the mobility aid restraint system. Said tests must be performed using a representative floor pan vehicle structure. (Bench testing of OEM seats, if modified, that utilize unaltered OEM anchorages may be tested independent of the vehicle.) Testing must be done by an American Association for Laboratory Accreditation, or equal, accredited facility. Seats that do not utilize OEM floor structure must be tested with replacement floor structure. Above testing can be done with floor structure jig mounted if the vendor can validate this test will satisfy FMVSS requirements. Submit testing results prior to award. The resulting floor must be continuous and sealed to provide a watertight interior compartment. The replacement vehicle floor and related components must be corrosion resistant, meeting the requirements for 1000-hr exposure as specified in ASTM B117.
- c) **Floor Covering Material:** The floor surface shall be covered by commercial-grade transit flooring, 1.8mm Altro Transflor Chroma Zeal, or approved equal, possessing

anti-skid properties. The floor covering color shall be coordinated with the vehicle interior. The flooring shall be securely bonded to the sub-floor with Altro Eco 20, or approved equal, water based adhesive for porous surfaces, all non-porous surfaces to use Altro 8165, or approved equal, contact adhesive. Use of alternate adhesives are permissible with the provision of a manufacturers warranty of no less than five years, unlimited mileage for installation and adhesion. Edges shall be sealed and all seams heat welded to prevent water penetration. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives.

- d) Trip Hazards: All areas of the vehicle interior floor shall be level, with no tripping hazards throughout the access area. Mobility Aid restraint tracks, and seat locks shall be beveled with no sharp edges and will protrude no more than 1/4 inch above the floor surface.

7.1 SEATS AND GRAB HANDLES

- a) All seats are to be manufactured utilizing materials designed to withstand the demands of transit and paratransit use. All visually exposed metal must be powder coated or stainless steel. All seat frames must be constructed with heavy-duty steel/tubing and shall be tig welded to insure maximum consistency and durability. There are to be no sharp edges that may snag or injure passengers. All seats and restraints in the vehicle, as specified, must comply with current FMVSS standards, including 201, 202, 207, 208, 209, 210, and 214. Documentation of current model year testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and the vendor can validate that test results, meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. All seat material shall be gray and compliant with Docket 90-A, FTA (ASTM E662/FAR 25.853). The seat material must also be bacterial resistant and conform to ASTM G21 on the face and back. Seat material shall be available in vinyl or fabric at buyer's option at no additional charge. All cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellent treatment that prevents liquids from passing through fabric.
- b) Front Passenger Seat: The seat base shall be adapted to permit easy roll out for mobility aid access, OEM style is acceptable. The seat shall lock and unlock easily from the floor area, and have a positive lock device with visual indicator which assures securement is in place. This shall be highlighted with Yellow or Red to visually identify the latch as not being secure.

- d) **Center Row Seat:** The center seat shall be a two passenger fold up type, reference Freedman ASSY, 3PT FOLDAWAY, CRS, DBL, SS, Mid Hi, or approved equal, without the outer leg locking floor latch. The seat shall have US arm fold up armrests, or approved equal, on the right side.
- e) **Center Row Seat Pedestal Lock:** The rear center seat shall have an automatic lock mechanism built into the seat mounting pedestal to prevent the seat from flipping up during left side boarding. The lock must be engineered and installed by the seat provider and meet all specified test requirements.
- f) **Center Row Seat Clearance:** Fully folded, there shall be a minimum of 45-1/2 inches of clearance from the outer edge of the folded seat bottom cushion/seat structure to the right sliding door opening at inside ramp edge (when deployed). This shall be measured by drawing an imaginary vertical line from the edge of the seat at its closest point to the door opening.
- g) **Rear Row Passenger Seats:** The rear most passenger seats shall be capable of accommodating three adult size passengers. The seat design shall include a split back design (minimum 50/50, maximum 60/40 design) to allow independent folding of the back rest. OEM split back seat is allowed if it meets all other seat requirements. Seat back shall have a forward dump feature to allow for emergency evacuation. The dump release mechanism must be operational from both the front and the back of the seat. When the back rest is dumped forward, it shall lock in the down position until released with either the front or rear mechanism. When dumped forward, the back rest shall be totally flat and horizontal. The thickness of the seat cushion shall be minimized to facilitate the lowest possible overall seat cushion height. The distance from the top of the seat cushion to the modified floor surface shall not exceed 20 inches. Seats shall come equipped with CRS-225 hooks and rear tether and must comply with FMVSS 225.
- h) **Seat belts:** All seats shall have OEM, or equal 3-point seat belts. Each vehicle shall have two seat belt extenders, one 15 inch and one 9 inch. Seat belts shall meet or exceed FMVSS 209. Passenger restraints shall be furnished for all passengers, consisting of shoulder seat belts and/or lap belts. Securement devices, both for ambulatory and mobility aid passengers, shall meet all state and federal standards.
- i) **Grab Handles:** Grab handles shall be installed, one on each pillar between the front and side sliding doors, one mounted at the rear of each side sliding door (on the pillar), and one mounted in the interior for the curb side front passenger seat, between the front door and the windshield (5 total grab handles) where already installed, OEM are acceptable. Non-OEM grab handles shall be padded with a non-slip surface for comfort and safety and conform to ADA requirements as listed in 49 CFR, Part 38, Subpart B.

7.2 MOBILITY AID SECUREMENTS:

- a) Mobility Aid Security and Occupant Restraint Systems: The securement system shall be Q'Straint Securement System model QRT Q 8300-Max, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan, or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. The system(s) shall be flanged "L" continuous track mounted type, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. Each vehicle shall come with two retractable tie-down systems.
- b) Mobility Aid Securement and Occupant Restraint System(s): All attachment hardware and anchorages shall meet or exceed the following requirements:
- * 30 mph/20 Impact Test criteria per SAE J2249
 - * 36 CFR Part 1192 and CFR Part 38 (ADA)
 - * All applicable FMVSS, as amended
 - * California Code of Regulations, Title 13
- c) Mobility Aid Securement System: Each vehicle shall be equipped with the number of securement systems as required in Section 1.1 of this specification.
- d) Track Mounting: The system anchorages and/or "L" track shall be mounted to the vehicle floor in accordance with the requirements of the system manufacturer. A copy of the manufacturer's installation instructions must be provided to Cooperative prior to award.
- e) Track Installation: As standard, the vehicle shall be equipped with laterally oriented mobility aid restraint track. Track shall include end caps where track does not terminate into the side wall. Floor plans illustrating locations of must be available for review and approval prior to the bid award. Floor plan must comply with requirements as described in "i" below. See drawing "B", Page 153, for current layout.
- f) Occupant Restraint System: For each mobility aid securement system set installed in the vehicle, a corresponding Occupant Restraint System shall also be provided. The Occupant Restraint System shall consist of adjustable lap (pelvic) belt and a shoulder (upper torso) belt, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended.

- g) **Belt Web Cutter:** A high quality web cutter, for emergency use, shall be provided with each vehicle, along with instructions for use.
- h) **Storage Containers:** The Contractor shall furnish and permanently install a container within the rear cargo area behind the rear seat to store the First Aid Kit, Blood Borne Pathogen Protection Kit and Reflective Triangles. A container shall also be available or provided to store tie downs. The Cooperative must approve final designs and placement.
- i) **Mobility aid and Passenger Placement:** The bidder shall furnish drawings of proposed seating arrangements, including spaces for two (2) mobility aid positions, with one minimum clearance area of 30 inches by 48 inches. The bidder must indicate sufficient space for placing/boarding two mobility aids, one position in the rear passenger area and one position in the front passenger area. At a minimum, the securement location(s) and area(s) shall meet all applicable ADA requirements.

7.3 **MOBILITY AID RAMP:** The vehicle shall be equipped with a manually-operated, folding, mobility access ramp which folds and unfolds through the right side door. The ramp must also swing out of the doorway about a nominally vertical axis providing clear access for ambulatory passengers. Ramp and all components shall leave a clear path to and from the rear and center seats with no trip hazards. Bidders shall provide illustrations of their ramp construction, which must be built to withstand heavy transit use. This ramp shall comply with ADA, 49 CFR Section 38.23(c) and 38.25(b). The fold and unfold motion of the ramp must be counterbalanced so that the force exerted by the operator does not exceed 15 lbs. damped so that, in the event the ramp is allowed to free fall, no point along the ramp length shall move faster than 18 inches/second.

- a) **Obstruction:** The installed ramp shall not obstruct the view of the driver through any vehicle window.
- b) **Usable Width:** The ramp shall have a minimum usable width of 30 inches and a slope meeting the requirements of ADA, 49 CFR, Section 38.23(c) Vehicle Ramp (5) Slope.
- c) **Tensioning Device:** The ramp shall have an adjustable tensioning device installed that prevents rattling of the ramp while folded up inside the vehicle, during driving.
- d) **Mechanism:** Both handle and cable or pull mechanism that releases ramp for swing away operation must be reinforced for transit use. The handle must be highlighted with florescent coloring for easy identification.
- e) **Hardware and Ramp Bracket:** The ramp bracket shall be constructed of heavy gauge steel, reinforced to prevent bending and covered with illumination type paint or coating for easy visibility while boarding. The bracket shall be as streamlined as

possible and shall have a cover to remove sharp edges. Self-lubricating bearings will be used where necessary. The ramp bracket attaching hardware shall be a minimum of grade 5, and shall be the self-locking type to prevent loosening.

7.4 MISCELLANEOUS RAMP:

- a) Ramp Surface: The ramp surface shall be continuous and made skid resistant through an epoxy/powder coating or similar permanent application, have no protrusions from the surface greater than ¼ inch and shall accommodate both four-wheel and three-wheel mobility aids.
- b) Ramp Load: The ramp shall support a load of 750 lbs., placed halfway up the ramp distributed over an area of 26 inches by 26 inches, with a safety factor of at least three (3) based on the ultimate strength of the material.
- c) Ramp Visibility: An outline of 1 inch safety approved reflective tape, 3M or equivalent, shall run along both sides of the ramp and the outer and inner edge for increased visibility. Reflective yellow or white is required.

7.5 VEHICLE PREPARATION: Upon final delivery, a copy of the weight certificate and wheel alignment shall be provided. The vehicle(s) shall be washed externally and cleaned internally, in a professional manner. Vehicles with road dust and mud, dirty carpets and floor, streaked and smudged windows, etc. shall not be accepted at the delivery site. All vehicles shall be delivered with a full tank of fuel at delivery location.

7.6 CALIFORNIA EMISSIONS: Vehicle engine and fuel system must have Certified California Emissions. Documentation must be provided prior to award.

7.7 SAFETY EQUIPMENT: All safety equipment shall be OSHA and Title 13 compliant, clearly marked, installed and secured to the vehicle, and must be easily accessible to the driver. Installation shall not interfere with passenger or driver entry or exit.

- a) First Aid Kit: A minimum 10-unit first-aid kit shall be furnished and mounted in the rear storage container which meets the requirements of the California Code of Regulations, Title 13 Section 1243.
- b) Blood Borne Pathogen Protection Kit: A blood borne pathogen protection kit with case shall be furnished and mounted in the rear storage area of the vehicle.
- c) Fire Extinguisher: One metal or plastic constructed California Highway Patrol approved minimum 2.5 lb. 4BC fire extinguisher shall be provided, containing a gauge to indicate the state of charge and an automotive-type bracket with easy release strap for storage/securement. The extinguisher shall be mounted in the rear storage

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area of the vehicle. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.

Reflective Triangles: One set of three triangle warning devices, in a container, meeting the requirements of FMVSS 571.125 and approved by the California Highway Patrol.

Dash Warning Light: A red, flashing, heavy duty warning light, a minimum 1 inch in diameter, shall be installed on the driver's side dash panel, in an area clearly noticeable to the driver in a seated position, and activated when right or left sliding door are open or ajar and the ignition switch on. The light lens or trimming shall be clearly lettered, "door ajar."

Backup Alarm: A heavy-duty, weatherproofed warning alarm, ECCO #530 or 575, or approved equal, shall be provided which is readily audible from the outside when the transmission is in reverse.

Air Bags: Front airbags shall be installed and equipped for the model specified by the OEM, and will meet all Federal and State Safety Standards.

Rear Cargo Restraint: The rear cargo area shall have web-like nylon/elastic netting to secure objects.

Control Interlock: The curbside sliding door shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the curbside slide door is open when the side door is in the open position and the interlock is actually activated. If the interlock is not activated due to the side door being closed, then the parking brake would not be interlocked. The interlock shall be a fully automatic, solid state, microprocessor controlled unit (Ref. Intermotive ILIS 602G) or approved equal. Interlock shall utilize an LED display panel to show subsystem status and integrated into the dash. The Interlock must prevent driving the vehicle with parking brake left on. The Interlock must meet ADA Title 49 Lift Interlock requirements.

Yellow Safety Tape or Coating: The interior folding ramp pivot hinge and center folding seat base shall be covered with a yellow tape or coating to provide contrast. Both curb side and street side door openings shall have a two inch yellow band across the edge of the door opening. The band shall be Altro floor material, or approved equal, intended for step edges and installed flush with the existing Altro floor material, or approved equal, and per manufacturer's instructions.

6 **MANUALS AND DATABASE INFORMATION:**

8.1 MANUALS:

For vehicles furnished under this contract the Contractor shall provide the following manuals to the Ordering Agency and for each make and model in the quantities specified with the delivery of the vehicle.

- 1) Four (4) current vehicle maintenance manuals including all air system, complete electrical, multiplex and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 2) Four (4) current vehicle air conditioning system maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 3) Four(4) current vehicle wheel chair ramp/lift maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 4) Four (4) vehicle engine maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 5) Four (4) vehicle transmission manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 6) Four (4) current vehicle part manuals applicable to vehicles provided under this contract, including all subsystems and components, whether manufactured by the Contractor or purchased ready made from an outside source. This manual shall include detailed dimensional drawings for all glazing used in the vehicle (windows, windshield and doors) to allow for future replacement. An index shall be provided at the front of the manual that contains a numerical listing to section reference and alpha part description to section of reference. Two (2) manuals shall have all pages laminated in clear plastic;
- 7) Three (3) current price catalogs applicable to the vehicles furnished under this contract, including all subsystems and components whether made by the Contractor or purchased already from an outside source;
- 8) Ten (10) operator's manuals for each vehicle furnished under this contract. The operator manuals shall have all options installed under the contract described and illustrated that may be used by the operator.

- 9) All Service and Parts manuals furnished for the vehicles shall also be supplied in a PDF format on CD-ROM disks to allow the information to be loaded into the Ordering Agency's Maintenance Information System.

All manuals and electrical schematics will be provided indicating the "as-built" condition of the vehicles supplied, including all optional accessories provided.

Within 60 days of delivery and acceptance of the vehicle, the Contractor will provide the Ordering Agency with an aftermarket part listing with a recommended spare parts inventory to support the vehicles purchased.

8.2 REQUIRED VEHICLE DATABASE INFORMATION:

The Contractor shall provide a Microsoft Windows XP Excel file and hardcopy listing for each vehicle at the time that shall include (as applicable):

- 1) Manufacturer Name
- 2) Vehicle Model Name
- 3) Ordering Agency Coach Number
- 4) Manufacturer Vehicle Identification Number (VIN#)
- 5) Engine make, model and serial number
- 6) Engine ECM model and serial number
- 7) Transmission make, model and serial number
- 8) Transmission ECU model and serial number
- 9) Differential model and serial number
- 10) Alternator model and serial number
- 11) Regulator model and serial number
- 12) Starter model and serial number
- 13) Air compressor model and serial number
- 14) Air conditioning compressor model and serial number
- 15) Steering box model and serial number
- 16) Front axle model and serial number
- 17) Rear axle model and serial number
- 18) Catalyst/muffler and/or exhaust after-treatment model and serial number
- 19) Wheelchair ramp/lift model and serial number
- 20) DVR model and serial number

9.0 TRAINING

A comprehensive hands-on training program for the Ordering Agency operations and maintenance staff shall be provided by the Contractor and Original Equipment Manufacturers (OEM) for major components provided on the vehicles. The Training Program schedule will be discussed with the Contractor after contract award to establish a training schedule that is properly coordinated with the delivery and acceptance of the vehicles. The minimum training requirements are described below.

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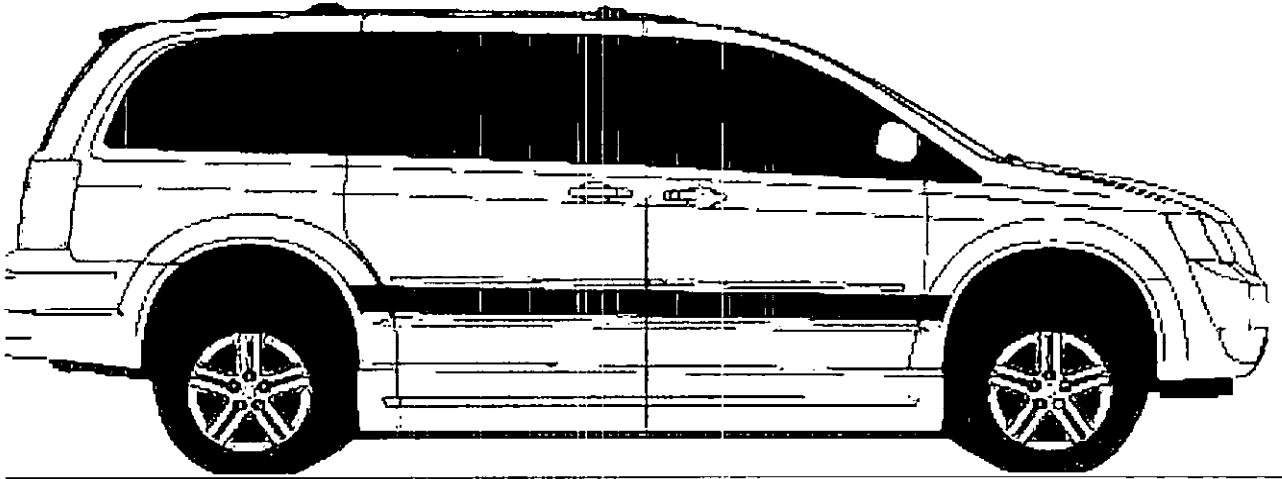
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- 1) **Basic Vehicle Orientation-** A basic vehicle orientation class for mechanics, service workers, and supervisors will be conducted which provides an overview of the vehicle, service access locations to all major components, locations of all daily service items on the vehicle, location of all diagnostic ports, and other general operations and vehicle maintenance information. A minimum of two classes at four (4) hours per class will be provided.
- 2) **Vehicle Maintenance-** A detailed twenty-four (24) hour class covering the vehicle air system, doors, suspension, body and other minor systems will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 3) **Engine-** A detailed sixteen (16) hour class covering the engine and exhaust after treatment system provided that includes engine familiarization, electronic controls, mechanical and electronic diagnostics, exhaust system operation, maintenance and diagnostics, component replacement of key exhaust components will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 4) **Wheelchair Lift/Ramp-** A detailed four (4) hour class covering the wheelchair lift/ramp including operation, maintenance, hydraulics and controls, diagnostics and repair will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 5) **Parts and Support Familiarization-** A four (4) hour class covering the Contractor's parts manuals, parts ordering procedures, and recommended spare parts inventory levels will be provided for the Ordering Agency's Maintenance and Procurement staff.

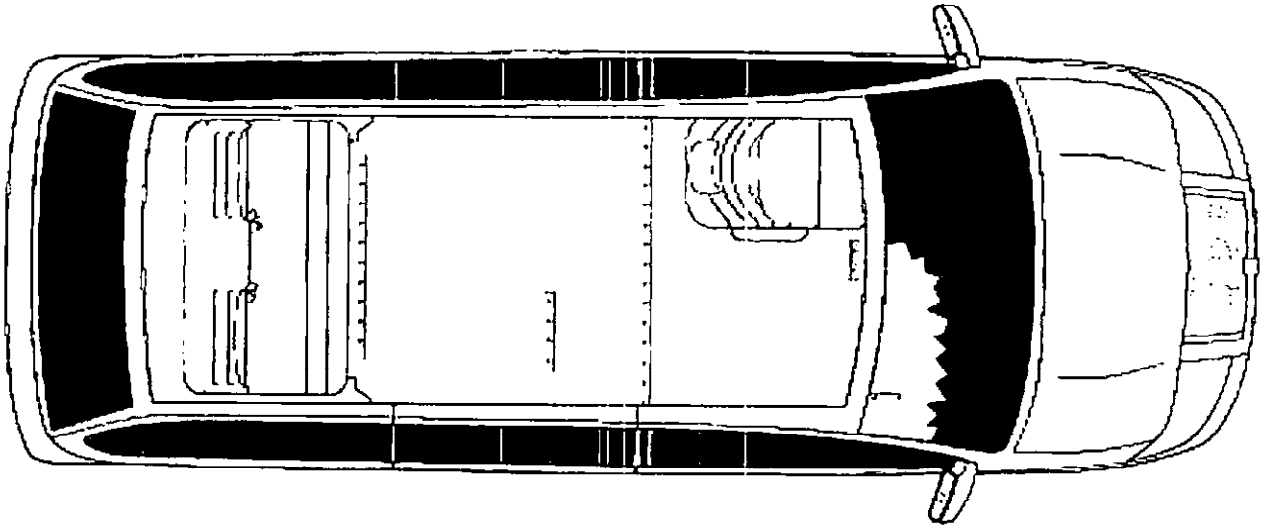
Vehicle operations training, basic vehicle orientation, bus maintenance training, and parts and support familiarization training will begin immediately after delivery of the agency's second (or first if only one is ordered) vehicle by the Contractor. The remaining training will be schedule over a period of one (1) year from the date of final acceptance of the second (or first if only one is ordered) vehicle delivered by the Contractor, subject to approval of dates and times by the Ordering Agency. All training will be conducted at the Ordering Agency's operations and maintenance bases.

10.0 VEHICLE DRAWINGS

DRAWING A



DRAWING B



11.0 CONTRACTOR REQUIREMENTS & NOTES

WARRANTY: The warranty of each unit shall include the chassis, engine, drive train, modifications, etc., and shall be equal to the current OEM standard warranty and shall start on the date of acceptance. The Contractor will coordinate warranty issues during the standard warranty period for all OEM and conversion manufacturer products.

Each contractor shall describe his/her policy and procedures concerning warranties, both on workmanship and material, as applying to this equipment, and the contractor's/manufacturer's method of adjustment. The final stage manufacturer and Contractor shall assume the responsibility and warranty for all materials and accessories used in the vehicles, whether they are made by the manufacturer or purchased from an outside source for a minimum warranty of three (3) years or 36,000 miles. A copy of OEM warranty and manufacturer's warranty shall be provided for each unit. The Contractor shall provide the Cooperative a copy of any recall notice.

Any modification added to the base OEM vehicle that is required to be removed from the vehicle to perform warranty work will be at the cost of the Contractor.

All warranty repairs will be the responsibility of and under the control of the Contractor.

Fleet Defects: A Fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of vehicles delivered under this contract. For the purposes of this bid, identical defects occurring in 25 percent of the vehicles delivered shall be considered a "Fleet Defect." The Contractor shall correct a fleet defect under the warranty provisions. The Contractor then is responsible to perform inspections and take corrective action for all vehicles that incorporate the item having been found to be a "Fleet Defect." This inspection/repair action shall also be required on any vehicle that is no longer under the standard warranty if it still meets the time or mileage requirements of the warranty.

SERVICE WARRANTY: Any recognized service or warranty work required, which is performed by the Contractor, under the Contractor's or manufacturer's warranty shall be at a location within the state and will be the responsibility of and paid for by the Contractor. This location must be within two (2) hours travel time of the recipient's location or the Contractor must provide warranty work certification to a local shop capable of performing the work.

EXPERIENCE: Each bidder shall submit evidence of his/her ability and experience to provide the equipment described in these specifications with the bid, by including a list of five users' names, addresses, and telephone numbers who have been provided similar equipment on the same chassis from the same Contractor/manufacturer during the past two years. If a newly manufactured vehicle is bid, the Cooperative will determine the acceptability and qualifications of the manufacturer. The Cooperative' decision shall be final.

PARTS: An adequate stock of repair parts and qualified service facilities must be readily available in California, and must be available and delivered to the transportation providers repair shop within 72 hours of the time requested/ordered from the Contractor.

The Contractor will bear all reasonable financial costs for providing backup service from alternative sources, for failure to provide repair parts within the 72-hour time limit; and will bear all such costs until the parts are received. Freight and transportation for the parts is the responsibility of the Contractor and use of overnight delivery is required when the bus is put out of service due to the needed parts. If overnight delivery is not available the part must be sent by the fastest method available and at a minimum using UPS Ground Trac.

INSPECTION: The intent of this inspection is to resolve as many discrepancies, as possible, on the equipment and allow the manufacturer the opportunity to correct the discrepancies while the equipment is still in the manufacturer's plant and before shipment to California. The cost of these inspections will be paid by the agency identified on the purchase order. This inspection in itself will not constitute acceptance of the vehicle. Final acceptance will be made upon delivery of an acceptable product complying with the specifications at the designated location indicated on the purchase order. The vehicles are to be transported to the contractor from the vehicle manufacturer. If the odometer reading exceeds 300 miles at the time of delivery there will be a charge of five dollars (\$5.00) per mile for each vehicle payable to the purchasing agency or deducted from the vendor invoice.

Upon bid award, a preproduction meeting is required at the manufacturer's facility. The meeting will include at a minimum, representative(s) from the successful manufacturer, dealer and representative(s) from the Cooperative. A vehicle built to specification will be available for inspection prior to the start of the meeting. The Cooperative is to be notified in writing, a minimum of 30 days prior to the meeting date. The successful bidder will pay upon the Cooperative's request the inspection fees and travel expenses for one (1) independent inspection consultant per vehicle directly invoiced to the successful bidder.

The Contractor/manufacturer can request additional in-plant inspections during the design and construction of the vehicles, upon contract award. Vehicle's inspected out-of-state at the manufacturer's plants, which do not comply with the specifications, will not be approved for shipment to California. Twenty (20) calendar days will be allowed to correct all deficiencies. Additional inspection trips for compliance will be at the expense of the Contractor and include all expenses (meals, lodging, and transportation).

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop within California. The Vehicle will be inspected for compliance to vehicle specifications, FMVSS and Buy America requirements. The purchasing agency inspector is to be contacted a minimum of three (3) business days prior to vehicle being ready for inspection. A service technician is to be available to the inspector to correct and note deficiencies that are identified while the inspector is on the premise. A written copy of the inspection is to be provided to the purchasing agency at the time of delivery. Non

compliant items that are noted by the inspector will need authorization by the inspector verifying that the deficiency has been corrected prior to delivery.

SERVICE: The vehicle service shall include not less than the following prior to delivery:

1. Check all fluid levels and fill as necessary. This inspection must include engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid.
2. Complete wash and detail of the vehicle prior to delivery and inspection.
3. Full tank of fuel at the F.O.B. point.
4. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition and tagging of cooling system.
5. A copy of the pre-delivery inspection and all subsequent inspections by contract inspectors are to be provided to the receiving agency upon delivery.
6. A copy of a certificate from a State (state of final builders location will be accepted for the purpose of bid review) certified scale showing the unladen weight of the vehicle, with a full fuel tank, as specified must be submitted with the bid.

ACCEPTANCE: Final acceptance will be made upon delivery of acceptable products complying with the specifications at the designated locations in the purchase order and signature of acceptance by the agency listed on the purchase order.

Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or a material defect appearing even after final payment has been made.

VEHICLE REGISTRATION DOCUMENTS REQUIRED: The Contractor shall register all vehicles as per buyer's requirements. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each unit.

GENERAL: All equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, must be furnished and included in the purchase price of each vehicle.

Complete printed specifications, published literature, and photos, or illustrations of the basic unit or units that the bidder proposes to furnish must be provided prior to Award. Bids will not be considered if the Contractor's designated F.O.B. delivery destination is other than that stated in the invitation to bid.

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Bids will be considered only from a manufacturer having a California representative carrying an adequate supply of repair parts in California. This representative shall have the capability of performing all warranty work in the State of California.

The manufacturer shall provide full and competent engineering services to handle any, and correct all problems associated with the performance of this equipment. At least one qualified service representative shall be available to render prompt service.

All equipment/options are to be factory installed. If the equipment/options are not available for factory installation, dealer installed equipment/accessories may be acceptable to meet the specifications. Any component added to the vehicle by the dealer must meet manufacturers approved instructions for additions. The bidder is to specify those items that will be dealer installed.

Modifications to the vehicles may be performed by final-stage manufacturers only if National Highway Traffic Safety Administration certifies them and are registered to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. In addition, all modifications must be in accordance with the OEM guidelines for building on an incomplete chassis (i.e. Ford's Quality Vehicle Modifiers guidelines and body builder's manual). The vehicle manufacturer must be ISO 9001 certified and a copy of the certifications must be submitted with the bid documents.

Due to the critical nature of this product, the requirements of these regulations and standards will be strictly enforced. It is the Contractor's responsibility to obtain current copies of the regulations for bidding and/or construction purposes.

The Contractor is required to provide certification affixed to each vehicle that each unit meets or exceeds all State and Federal requirements as of the date of manufacture. California Air Resources Board (CARB) re-certification must be supplied for any components not supplied with the OEM chassis that effects the fuel or exhaust system. Provide copies prior to award.

The final-stage manufacturer will be required to provide all test data, drawings, etc., relating to the certification of the vehicle as an accessible vehicle. Upon delivery, it shall be the supplier's responsibility to provide any evidence necessary that the product fully meets all requirements of this set of specifications.

QUALITY OF MATERIALS: Whenever, under the contract documents, it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured article shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation.

Welding procedures and materials shall be in accordance with standards of the American Society for Testing Materials and the American Welding Society. All visible welds

shall be ground smooth. Where metal is welded, the contact surface shall be free of scale, spatter, and grease and shall be treated to preclude rusting.

INVOICE PAYMENTS: Manufacturers invoice(s) submitted to the agency identified on the purchase order for payment must include the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

12.0 BIDDERS REQUIRED SUBMITTALS

I, _____, of _____ certify that I have read and will comply with all bid materials and requirements as stated in the bid materials.

Please initial Next to each item that you have completed, understand, submitted and will comply with the following:

Low Floor Minivan, Class D:

To be included with the bid:

- _____ 1) A copy of the Manufacturer's ISO 9001: 2000 Certification
- _____ 2) Vehicle Weight Requirements
 - _____ a) GVWR Certification
 - _____ b) Passenger Load schematic that shows the passenger seat positions
 - _____ c) Unladen Weight certificate from a state certified scale
 - _____ d) Payload Weight detail demonstrating GVWR compliance
 - _____ e) GAWR Compliance
- _____ 3) Replacement Fuel Tank documentation from the tank manufacturer to show compliance with FMVSS standards, CARB and EPA requirements.
- _____ 4) Verification of two years experience

Prior to award:

- _____ 1) Evidence that bidder holds a valid distributor agreement from the bus manufacturer or is the bus manufacturer.
- _____ 2) FMVSS Testing: Documentation showing successful compliance with FMVSS 571 126,135,201,202,204,206,207,208,209,210, 214, 216,and 302 standards or OEM "Pass Through" with reasons for OEM "Pass Through") FMVSS Compliance documentation for current model year and seats.
- _____ 3) Certificate of California Emissions compliance
- _____ 4) Track Mounting; copy of manufacturer's installation instructions.

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- _____ 5) Documentation that shows how Front Drive Axle Angle Alignment is maintained after lowered floor modification.
- _____ 6) Sub Packages-Listing of OEM chassis and packages published by the OEM with listed items.
- _____ 7) Complete printed specifications, published literature, and photos of the basic unit or unit that the bidder proposes to furnish.

At time of inspection/ delivery (acceptance) of each unit:

- _____ 1) A State of California certified weight slip
- _____ 2) Documentation of wheel alignment with adjustment data including Vehicle ID number
- _____ 3) A schematic diagram of engineering quality indicating color and function of circuit protection
- _____ 4) Operation Manual, Quality Assurance Checklist, Warranty Information
- _____ 5) Pre-delivery inspection and all subsequent inspections by contract inspectors
- _____ 6) Certification of compliance for vehicle emissions
- _____ 7) Complete printed specifications, published literature, and photos or illustrations of the units
- _____ 8) Final-stage manufacturer to provide all test data, drawings relating to the certification of the vehicle as an accessible vehicle.

Upon Request:

- _____ Any Information that the Participating Agencies deems appropriate.

13.0 BASE PRICE AND OPTIONS:

To be proposed in APPENDIX C.

Appendix A-3: Large Cutaway Specifications

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SPECIFICATIONS FOR PARATRANSIT BUS

1.0 **SCOPE**

The purpose of the specifications is to set forth minimum requirements for a Federal Transit Administration (FTA) minimum service life category of 7 year 200,000 miles capable of seating ambulatory and wheelchair passengers. The buses are to be converted in accordance with this specification. The buses are to be used in a variety of applications including; fixed route, intercity bus service, deviated fixed route and paratransit service. The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001:2000 certified.

This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side (curb side) mobility aid Lift and door.

2.0 **APPLICABLE STANDARDS, LAW AND REGULATIONS**

The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
- California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines
- OEM Body Builders Standards and Guidelines
- National Fire Protection Agency Regulations 52
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

2.1 **ALTOONA BUS TESTING**: Bidders for Class E vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report (Hardcopy and electronic version on CD) provided to the Participating Agencies prior to final acceptance of the first vehicle by a

federally funded recipient. No vehicles with Class 1 or 2 failures are acceptable. Correspondence detailing remedial action taken to mitigate any Class 3 structural failures must be provided to the satisfaction of the Participating Agencies. Failure to comply with these requirements will result in nullification of conditional award. Proposers offering CNG, Hybrid or low floor modifications must provide separate Altoona test documentation.

3.0 VEHICLE TYPES AND SPECIFICATIONS TABLE

Vehicles solicited for in this attachment are as follows:

Class E: This specification is for a Mid Size heavy duty commercial bus of the “Body-on-Chassis” type on a standard floor chassis suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas. The bus shall have a standard wheelchair lift to facilitate entry by passengers including those in a wheelchair. The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this specification.

Vehicle sub-classes for the standard floor procurement are: E-F550 (F-550 chassis), E-INT (International chassis), are as follows:

VEHICLE CLASS	EF-550 27.5' (+/-1')	EF-550 30' (+/-1')	EF-550 32.5' (+/-1')	E-INT 27' (+/-1')	E-INT 32' (+/-1')	E-INT 35' (+/-1')	E-GM 32 (+/-1')
SPECIFICATIONS							
Number of WC Positions	2	2	2	2	2	2	2
Minimum Seat Positions-Ambulatory	20(16+2)	24(20+2)	28(24+2)	22(16+2)	30(24+2)	34(28+2)	30(24+2)
Minimum OEM Gross Vehicle Weight rating in lbs**.	19,500	19,500	19,500	19,300	23,500	23,500	19,500
Wheel Base (Inches)	189 (+/-5")	213 (+/-5")	233 (+/-5")	193 (+/-5")	217 (+/-5")	254 (+/-5")	30(24+2)

Class E-Low Floor: This specification is for a Mid Size Low Floor Commercial bus of the “Body-on-Chassis” type suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas. The bus shall have a standard power ramp to facilitate entry by passengers including those in a wheelchair. The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this

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specification. The bus shall be of the Low Floor type with air suspension both front and rear. The bus shall have a kneeling feature to lower the bus a minimum 4" when the passenger door is opened.

Vehicle sub-classes for the low floor procurement are as follows:

VEHICLE CLASS	EF-550 Low 27.5' (+/-1')	EF-550 Low 30' (+/-1')	EF-550 Low 32.5' (+/-1')
SPECIFICATIONS			
Number of Wheelchair Positions	2	2	2
Minimum Seat Positions- Ambulatory	20(16+2)	24(20+2)	28(24+2)
Minimum OEM Gross Vehicle Weight rating in lbs**.	19,500	19,500	19,500
Wheel Base (Inches)	189 (+/-5")	213 (+/-5")	233 (+/-5")

Contractor may offer additional line items showing lengths, seating plans and configurations available that it proposes to offer via this contract and show applicable pricing or credits. Acceptance of additional configurations must otherwise comply with all other solicitation requirements and is at the discretion of the Participating Agencies. Configurations not proposed and priced are to be considered a cardinal change and are not to be sold under this contract.

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of Class E vehicles unless otherwise stated within specifications.

4.1 **VEHICLE LOADING**: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

- 4.2 **UNLADEN WEIGHT:** A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the unladen four corner weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.
- 4.3 **ENGINES:** California approved gasoline electronic fuel injection (EFI) fuel management system. Base vehicle to be equipped with largest available OEM gas engine or highest output diesel engine available for chassis offered if gas engine is not available. Offerors may propose largest available diesel, and Altoona compliant CNG vehicles as options on this contract.
- 4.4 **CNG:** Proposer desiring to offer CNG as an option for Class E bus must meet Altoona testing requirements in compliance with 49 CFR part 665 to the satisfaction of the Cooperative. When available engine is to be OEM gaseous prepped. Areas where the alternate fuel system impacts the standard specifications (for gasoline/diesel fueled vehicles) may be waived for this contract. This includes such things as: gross vehicle weight rating, payload, engine displacement, emission rating, cargo volume and others directly affected by the fuel system modifications. The bidder may be required to substantiate the reasons for downgrading the base requirement. Vehicle shall be equipped with the maximum capacity that can be installed underneath the vehicle and meet NFPA requirements. The CNG tanks shall have a production date of no more than 12 months from date the bus is delivered. The tanks shall be Type I steel or Type III aluminum and carbon fiber construction, twenty (20) year life that complies with NGV2-2007 and FMVSS 304. Type IV tanks are acceptable if installed within the frame rails of the vehicle. All fittings and hoses are to be stainless steel or flex tubing approved for use with CNG at 3600 psi. All lines are to be supported with split block high pressure retaining devices and or rubber insulated line clamps approved for use with CNG at 3600 psi. All fasteners are to be Grade 8 fasteners and installed in a manner that is compliant with applicable sections identified in 2.1. Conversion shall include dust and gravel shields to protect tanks and valves. Vehicle shall have OEM gas ready engine.

The system shall be installed by Engine System Manufacturers approved installers in compliance with NFPA-52 2010 edition and include the following:

- a) NGV-2 3600 psi rated fill receptacle sized at buyers choice, no extra cost
- b) Electronic tank shut off valves.
- c) Exterior fuel pressure gauge
- d) Locking fuel door
- e) Lockout switch for fuel filler door to prevent starting with fuel door open

Proposer to offer as options, a Kidde Aerospace & Defense (KAD) or approved equal Automatic Fire Sensing and Suppression System (AFSS) complete with fire detector(s), control panel, manual activation switch and engine compartment and battery compartment and methane detection system.

vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Cooperative. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.

- 5.4 **CHARGING SYSTEM:** The vehicle charging system will use a OEM 12-volt alternator. A fast idle system is required. If the OEM does not provide then the fast idle must be equal to Intermotive Hi-Lok shall be installed. The fast idle system shall be able to automatically increase the engine speed to 1,500 RPM on gas engines and 1200 RPM on diesel. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on. A manual switch/button shall be located convenient to the driver to engage the system when the vehicle is in Park and vehicle is not in motion, as described above. The OEM alternator must be a minimum of 200-amps. If not available from the OEM, an aftermarket heavy-duty 200-amp minimum alternator must be installed and large charging cables shall be provided.
- 5.5 **LIGHTS:** Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:
- a) OEM daytime running lights.
 - b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).
 - c) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening. All holes shall be sealed behind the light for wiring.
 - d) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.
 - e) Center mounted LED light will be provided and mounted above rear window.

The purpose of the AFSS is to ensure coach and passenger safety and survivability in the event of fire. The AFSS shall detect fires in protected areas. Upon fire detection the AFSS shall immediately activate an audible and visual alarm in the vehicle operator's area. After a 15 second delay, the AFSS shall shutdown the vehicle engine and discharge extinguishing agent into the protected areas. The vehicle operator shall have the capability to extend or terminate the engine shutdown and extinguisher discharge delay. The completed AFSS shall be tested and certified by KAD. The test shall determine that the system has been properly installed and will function as intended; a Certification Report from KAD shall be provided indicating such at time of delivery.

- 4.5 **TRANSMISSION**: Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.

The bus shall be equipped with a hub odometer mounted at the curbside of the rear axle. The hub odometer shall have a capacity reading no less than 999,999 miles

- 4.6 **BRAKES**: Dual hydraulic power-assisted system with disc-type brakes on the front wheels and drum or disc-type on the rear wheels. A foot operated parking brake shall be supplied with a warning light on the dashboard. OEM air brakes if available are to be offered as an option.

- 4.7 **SPRINGS/AIRBAGS**: The front and rear springs or airbags as applicable, shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM shall be installed on the ramp side of the vehicle to keep the bus level.

- 4.8 **SHOCK ABSORBERS**: Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.

- 4.9 **STEERING**: Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.

- 4.10 **WHEELS**: Each vehicle shall be equipped with seven OEM steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure. Low Floor buses may employ single rear wheels (non-OEM) that are sized appropriately for the GVWR and application

- 4.11 **TIRES**: Seven OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire and wheel shall be shipped and delivered with the vehicle unless optional spare tire is carrier is selected.
- 4.12 **BUMPERS**: A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system or equal integrated into the bumper and continue to operate after repewated 5-mph impacts.
- 5.0 **AXLES**: The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.
- 5.1 **DRIVESHAFT**: Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.
- 5.2 **ELECTRICAL**: The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid ramp must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.
- 5.3 **WIRING AND SWITCHES**: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure - type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the

- f) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- g) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
- h) Vehicle shall be equipped with an LED rear center brake light.

5.6 **BATTERIES:** Each vehicle shall have two maximum capacity chassis OEM batteries of equal capacity, rating and battery type. Mismatch of battery type is not acceptable, particularly mismatch of lead acid and maintenance free types. One battery shall be installed in an easily accessible tray described in Section 5.25 and the other shall remain in the OEM engine compartment location. Provisions shall be made to charge the auxiliary battery from the engine alternator. Battery cables installed in place of chassis manufacturer's battery cables shall be a continuous run and sized to match the electrical systems maximum current draw. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use Only". Batteries to be installed using anticorrosive slide blocks for securement. Hybrid vehicles require that the two OEM batteries supplied with the chassis be installed as per the electric hybrid manufacturer's instructions and body builder's guide.

5.7 **BATTERY TRAY:** A locking weather protected sliding type battery box shall be incorporated into the driver step as identified per OEM standard, with stainless steel bearing slides that provides for a latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of four) and have the ability for the battery to extend a minimum of 3 inches beyond the opening of the battery compartment. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray and be able to carry two 8D batteries. Battery trays that are built without structural support underneath will not be accepted. A minimum of one

locking latch shall secure the battery door. Sufficient means shall be provided to hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery access door. Drain holes to be closely aligned when the battery tray is in the stowed position. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks made of an insulated material to prevent corrosion.

- 5.8 GROUNDS: Three added grounds shall be installed on the vehicle; all shall be # 0 or #2 gauge cable. One ground shall be installed between the engine and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the ramp pump housing and the side battery, grounds must be continuous, without splices. Third ground may be deleted if the vehicle does not require a separate hydraulic pump. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.
- 5.9 FUEL TANK: Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards. Low Floor buses may employ a non-OEM fuel tank with associated modifications to the OEM fuel system
- 5.10 INSTRUMENT PANEL: The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:
- a) Ammeter or voltmeter
 - b) Oil pressure gauge
 - c) Fuel capacity gauge
 - d) Engine temperature gauge
 - e) Speedometer
 - f) Emergency brake warning light
 - g) Transmission temperature gauge
 - h) Engine hour meter
- 5.11 BACK-UP ALARM: Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.

- 5.12 **BODY MODIFICATIONS:** The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected. On Low Floor buses, alternative methods of attaching the body to the OEM chassis will be allowed with prior approval of MBTA.
- 5.13 **STRUCTURE:** The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.
- 5.14 **ROOF CONSTRUCTION:** The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.
- 5.15 **BUS BODY:** The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.
- a) All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing

shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.

- c) The body shall be free of cracks, dents, defects or physical damage.

All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.

- 5.16 **SEATING:** All seating, including driver, shall meet the following requirements:

Seat material shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Optional Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellent treatment that prevents liquids from passing through fabric.

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209, 210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

- b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.
- f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.
- g) A minimum clear aisle of 16". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid ramp except when there is a rear ramp. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Optional folding seats (option a) must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.
- i) All seats and restraints in the vehicle as specified must comply with current **FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory**

- Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.
- k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.
- l) Passenger Seats
All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing, mounted for easy removal and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats for the base bus shall be covered in Docket 90 vinyl.
- m) Driver Seat
Vehicle to be equipped with USSC Evolution G2E or Recaro SHS Driver's seat at buyer's choice, no additional cost. Upholstery color will be grey cloth unless specified by the buyer to match passenger seats at no

additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered. Seat shall be an air ride.

- n) Rear Emergency Exit: The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen. Window shall be equipped with an audible alarm system to alert the driver when the window is not completely closed.

5.17 FLOORS: The floor overlay shall have a minimum of 3/4" marine grade plywood, or 3/4" thick one piece engineered wood, fastened to the cross sills. All edges are to be properly sealed for moisture. Finished surface is to be sanded and filled where needed to create a smooth surface for the final floor overlay material. An access panel for ease in maintaining the fuel pump shall be provided.

5.18 FLOOR COVERINGS: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2 millimeter Altro Transflor Meta or approved equal color to be specified by buyer. All step edges shall have Altro T36T Aluminum Step edge (or equal) or Altro yellow nosing with band of 2 1/2 inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind stepwell. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a bus manufacturer's warranty of no less than five years for installation and adhesion. All edges shall be sealed and all seams heat welded to prevent water penetration. The flooring shall extend up the sidewalls to the seat rail line. It shall be covered with backing of molded plastic, fiberglass or extruded or press formed aluminum with a minimum one inch (1") radius at the floor/wall joint to form a smooth water tight transition. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives

6.1 ENTRY DOOR: All standard floor vehicles shall be equipped with an electric front entrance door. Doors shall be a two-section outward opening, equipped with 2" elastometric material on each section that overlaps a minimum of 1.5" to form a tight seal. The entrance door for low floor designed buses shall be a minimum of forty-two inches wide with a thirty-six (36) inches wide clear opening with no obstructions for the ramp and wheelchair passengers. Clear entry door dimensions shall be 36" wide by 75" high. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be

accessible through a service door above the doors or removable panel. Entry door shall not be operable unless the vehicle is in park.

- 6.2 ENTRY STEPS: For standard floor vehicles, the front passenger steps and step well shall be heavy-duty welded steel, minimum 14 gauges, with adequate reinforcement to prevent deflection more than ¼" under a 300 pound load placed on an area 28" wide on the center of the step. Upon removal of the load, this step will rebound to its original dimension. A standee line is required with color to match step edges.
- a) The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9.5" deep (8.5" on raised floor buses). The bottom step tread shall be a minimum of 9" and not exceed 12.5" from the ground unloaded. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. The steps shall be designed so that water will not pool at any time and shall provide for a non-skid surface. Step assembly is to be cleaned, sealed, primed and undercoated. Steps shall be covered with flooring that is installed in the bus including all risers and sides.
 - b) Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance.
- 6.3 DRIVERS RUNNING BOARD/ASSIST: The driver's door entry area shall be equipped with a grab handle and running board. Running board shall be a minimum of 6.5" at front, maximum of 12" at rear. This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated aluminum, or equal.
- 6.4 MODESTY PANELS, STANCHION AND HANDRAILS: An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted ramp is required when a front ramp is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the

bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.

- 6.5 INTERIOR PANELING: All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.
- 6.6 WINDOWS: All windows, except the windshield, rear and doors, shall be egress transit type or a top T-slide panel type, a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.
- a) Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with the FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Driver's door and entry door shall not be considered as an emergency exit.
- 6.7 INSULATION: Foam sprayed insulation, or equal, equivalent to 1.5" thickness shall be installed in the roof, rear wall, rear caps, sidewalls and

extended door sections including ramp doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches thickness). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.

- 6.8 **PAINT AND TRIM:** Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic white enamel that matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost.
- 6.9 **FRONT CAP:** The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.
- 6.10 **UNDERCOATING:** The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim coating for bus applications. All openings in the floorboards and firewall shall be sealed.
- 6.11 **WHEEL HOUSING:** The wheel housing shall be constructed of a minimum 16 gauge galvanized steel, or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.
- 6.12 **AIR CONDITIONING:** All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; The vehicle's air-conditioning system shall be equal to, or better than, in quality, design and performance to that of a Carrier Model AC833 Max or TransAir TA 774 with a TM-21 compressor on the Gas engine, or a TM-31 for diesel-powered engines, minimum 80,000 BTU total including OEM dash air conditioner. Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.

- a) All compressor installations must be completed with mounting hardware and pulleys that are supplied by A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud. All controls for both air conditioners shall be located for ready access by the driver. Cooling shall be specified in BTU at 100° F. ambient temperature. The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser. Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically attached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type F, Aeroquip Type E or Ecofrigo Type D or approved equal incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No "tie-in systems will be allowed."
- b) Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.

- 6.13 **HEATER:** Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass ¼ turn valves and/or electronic controlled pump/valves. ¼ turn vales to be clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver's entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall be a minimum of 65,000 BTU for Class E buses.

- a) Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.
- b) Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable.

7.1 **MOBILITY AID LIFTS/RAMPS**: At buyer's option, a Braun Century or Ricon S-5005 will be installed in front of the rear axle or behind the rear axle at the purchaser's option and without additional charge. Lifts installed in the rear position will have front pumps for ease of service. The lift shall incorporate a positive locking mechanism to prevent drifting from the stowed position.

- a) The lift platform shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" measured from 2" above the platform surface to 32" above the platform and a minimum clear length of not less than 50" measured from 2" above the surface of the platform. All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.
- b) The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.
- c) All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.
- d) The lift platform shall be equipped with handrails on both sides. Any lighting installed on handrails must not interfere with Standees use of the handrails, and operate at a temperature that will not result in burns should skin come in contact with them even if left on for long periods of time.
- e) The lift shall include a protective vinyl cover for when not in operation.

The mobility aid lift system shall have one control station capable of controlling all lift functions. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist

type connection. The Cooperative must approve the final routing and securement of the cord.

Low floor buses shall be equipped with a power operated entrance ramp located at the ambulatory passenger door and shall be manufactured by Braun Mobility, Ricon, or equal. The ramp shall be ADA compliant and have minimum width of 34" and minimum length of 62" when deployed. Vehicle shall be capable of deploying the ramp at raised and kneeled positions. Ramp shall provide an incline ratio of no more than 6:1 when deployed from street level. Ramp operation shall be fully ADA compliant and controls shall be easily accessible from the driver's position and capable of deployment from a curb side control switch(es).

- 7.2 LIFT/RAMP ENTRY DOORS: The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and widths to accommodate lift chosen by buyer.
- a) The lift entry shall be two entry doors and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10" wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors must be properly installed so that the top and bottom of each door are square with each other. Lift door opening will include a rain gutter. Door opening frame will be powder coated a bright white to match vehicle exterior. Lift doors will be constructed with tubular 12-gauge, 304 stainless steel frame and fiberglass or aluminum interior and exterior material. Doors shall be designed for long life/heavy use and at a minimum be constructed of 14 gauge, 1" tubular steel around the perimeter. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins or stainless steel strap style hinge. The lift doors must have a locking high quality lever-type door handle located at the inside center of each door. Door latch shall be vertical rotating; two point type with latch rod at top and bottom. Each door lock to have an individual handle. Doors must have a vertical rotating latch at top and bottom and have a locking door handle on the door first opened/last closed. Latch adjustment plates shall be located at the top and bottom of the doorframe structure.
 - b) A positive factory-installed gas shock installed at top of door to assist in maintaining opened or closed position of door(s) and shall be installed to hold the lift entry doors open while the lift is in use. An additional door tether shall be installed that will prevent the doors from opening past 100

degrees. Automatic curb illumination lamps shall be provided for passenger loading inside the lift doorway.

For low floor vehicles: Ramp entrance door shall be the same as the ambulatory passenger door and shall be swing out type electrically operated and a minimum of forty-two inches wide with a thirty-six (36) inches wide clear opening with no obstructions for the passengers. Clear entry door dimensions shall be 36" wide by 75" high. The inside outward most leading edge of both entry door panels shall be equipped with grab handles to assist passenger loading.

- 7.3 **CONTROL INTERLOCK:** The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the ramp is not stowed and so the ramp cannot be deployed unless the interlocks are engaged. The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status
- 8.0 **MOBILITY AID SECURITY:** Each vehicle shall be equipped with forward facing mobility aid securement and occupant restraint system. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement.
- a) Mobility aid securement and occupant restraint system(s), including all attachment hardware, straps and anchorages, shall meet or exceed the following requirements:
- * 30 mph/20 G Impact Test criteria per SAE J2249
 - * 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)
- b) The securement system shall be QRT MAX (8300 series knob less) retractor, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. Agency shall have a choice of post style anchors (Slide-n-Click or Solo) or flanged "L" continuous track mounted type (with end caps), capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. The Track shall be installed in a location/manner that will maximize usable area while still

meeting the track manufacturers installation requirements with minimum track spacing of 48 inches. End caps shall be installed with bolts, with large washers under the floor at securement nuts. Each vehicle shall come with two retractable tie-down systems.

- c) A closable box shall be provided for storage of securement systems, torso pads, and accessories. Final location and type of design to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided prior to award. Any deviation from track installation will require written approval from securement manufacturer that the installation will not alter required testing in Section 8.0.

8.1 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet SAE J2249.

8.2 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

- a) A web cutter for emergency use shall be provided with each vehicle.
- b) One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid ramp.

8.3 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) One 10-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery. Final mounting location per Ordering Agency requirements.

- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.
- d) Mirrors: A fully adjustable convex type 6"X 9" passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors, split view model, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the fender. Exterior mirror base must fasten to bus body without use of sheet metal screws. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed. Mirrors shall include an heated option.
- e) Sufficient interior lighting (a minimum of six LED or incandescent type) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled.
- f) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be welded with a continuous seam. Aluminized steel exhaust tubing shall be used for exhaust modifications.
- g) OPTIONAL TWO-WAY RADIO ANTENNA PREP: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. See attached picture for currently accepted design, by Viking Marine.
- h) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.
- i) Chrome retractable coat hook in as accessible location to the driver seat location.

8.4 **PAINING, DECALS AND MONOGRAMS:** All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

9.0 MANUALS AND DATABASE INFORMATION:

9.1 **MANUALS:**

For vehicles furnished under this contract the Contractor shall provide the following manuals to the Ordering Agency and for each make and model in the quantities specified with the delivery of the vehicle.

- 1) Four (4) current vehicle maintenance manuals including all air system, complete electrical, multiplex and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 2) Four (4) current vehicle air conditioning system maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 3) Four(4) current vehicle wheel chair ramp/lift maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 4) Four (4) vehicle engine maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 5) Four (4) vehicle transmission manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 6) Four (4) current vehicle part manuals applicable to vehicles provided under this contract, including all subsystems and components, whether manufactured by the Contractor or purchased ready made from an outside source. This manual shall include detailed dimensional drawings for all glazing used in the vehicle (windows, windshield and doors) to allow for future replacement. An index shall be provided at the front of the manual that contains a numerical listing to section reference and alpha part description to section of reference. Two (2) manuals shall have all pages laminated in clear plastic;
- 7) Three (3) current price catalogs applicable to the vehicles furnished under this contract, including all subsystems and components whether made by the Contractor or purchased already from an outside source;

- 8) Ten (10) operator's manuals for each vehicle furnished under this contract. The operator manuals shall have all options installed under the contract described and illustrated that may be used by the operator.
- 9) All Service and Parts manuals furnished for the vehicles shall also be supplied in a PDF format on CD-ROM disks to allow the information to be loaded into the Ordering Agency's Maintenance Information System.

All manuals and electrical schematics will be provided indicating the "as-built" condition of the vehicles supplied, including all optional accessories provided.

Within 60 days of delivery and acceptance of the vehicle, the Contractor will provide the Ordering Agency with an aftermarket part listing with a recommended spare parts inventory to support the vehicles purchased.

9.2 **REQUIRED VEHICLE DATABASE INFORMATION:**

The Contractor shall provide a Microsoft Windows XP Excel file and hardcopy listing for each vehicle at the time that shall include (as applicable):

- 1) Manufacturer Name
- 2) Vehicle Model Name
- 3) Ordering Agency Coach Number
- 4) Manufacturer Vehicle Identification Number (VIN#)
- 5) Engine make, model and serial number
- 6) Engine ECM model and serial number
- 7) Transmission make, model and serial number
- 8) Transmission ECU model and serial number
- 9) Differential model and serial number
- 10) Alternator model and serial number
- 11) Regulator model and serial number
- 12) Starter model and serial number
- 13) Air compressor model and serial number
- 14) Air conditioning compressor model and serial number
- 15) Steering box model and serial number
- 16) Front axle model and serial number
- 17) Rear axle model and serial number
- 18) Catalyst/muffler and/or exhaust after-treatment model and serial number
- 19) Wheelchair ramp/lift model and serial number
- 20) DVR model and serial number

10.0 **TRAINING**

A comprehensive hands-on training program for the Ordering Agency operations and maintenance staff shall be provided by the Contractor and Original Equipment

Manufacturers (OEM) for major components provided on the vehicles. The Training Program schedule will be discussed with the Contractor after contract award to establish a training schedule that is properly coordinated with the delivery and acceptance of the vehicles. The minimum training requirements are described below.

- 1) Basic Vehicle Orientation- A basic vehicle orientation class for mechanics, service workers, and supervisors will be conducted which provides an overview of the vehicle, service access locations to all major components, locations of all daily service items on the vehicle, location of all diagnostic ports, and other general operations and vehicle maintenance information. A minimum of two classes at four (4) hours per class will be provided.
- 2) Vehicle Maintenance- A detailed twenty-four (24) hour class covering the vehicle air system, doors, suspension, body and other minor systems will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 3) Engine- A detailed sixteen (16) hour class covering the engine and exhaust after treatment system provided that includes engine familiarization, electronic controls, mechanical and electronic diagnostics, exhaust system operation, maintenance and diagnostics, component replacement of key exhaust components will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 4) Wheelchair Lift/Ramp- A detailed four (4) hour class covering the wheelchair lift/ramp including operation, maintenance, hydraulics and controls, diagnostics and repair will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 5) Parts and Support Familiarization- A four (4) hour class covering the Contractor's parts manuals, parts ordering procedures, and recommended spare parts inventory levels will be provided for the Ordering Agency's Maintenance and Procurement staff.

Vehicle operations training, basic vehicle orientation, bus maintenance training, and parts and support familiarization training will begin immediately after delivery of the agency's second (or first if only one is ordered) vehicle by the Contractor. The remaining training will be schedule over a period of one (1) year from the date of final acceptance of the second (or first if only one is ordered) vehicle delivered by the Contractor, subject to approval of dates and times by the Ordering Agency. All training will be conducted at the Ordering Agency's operations and maintenance bases.

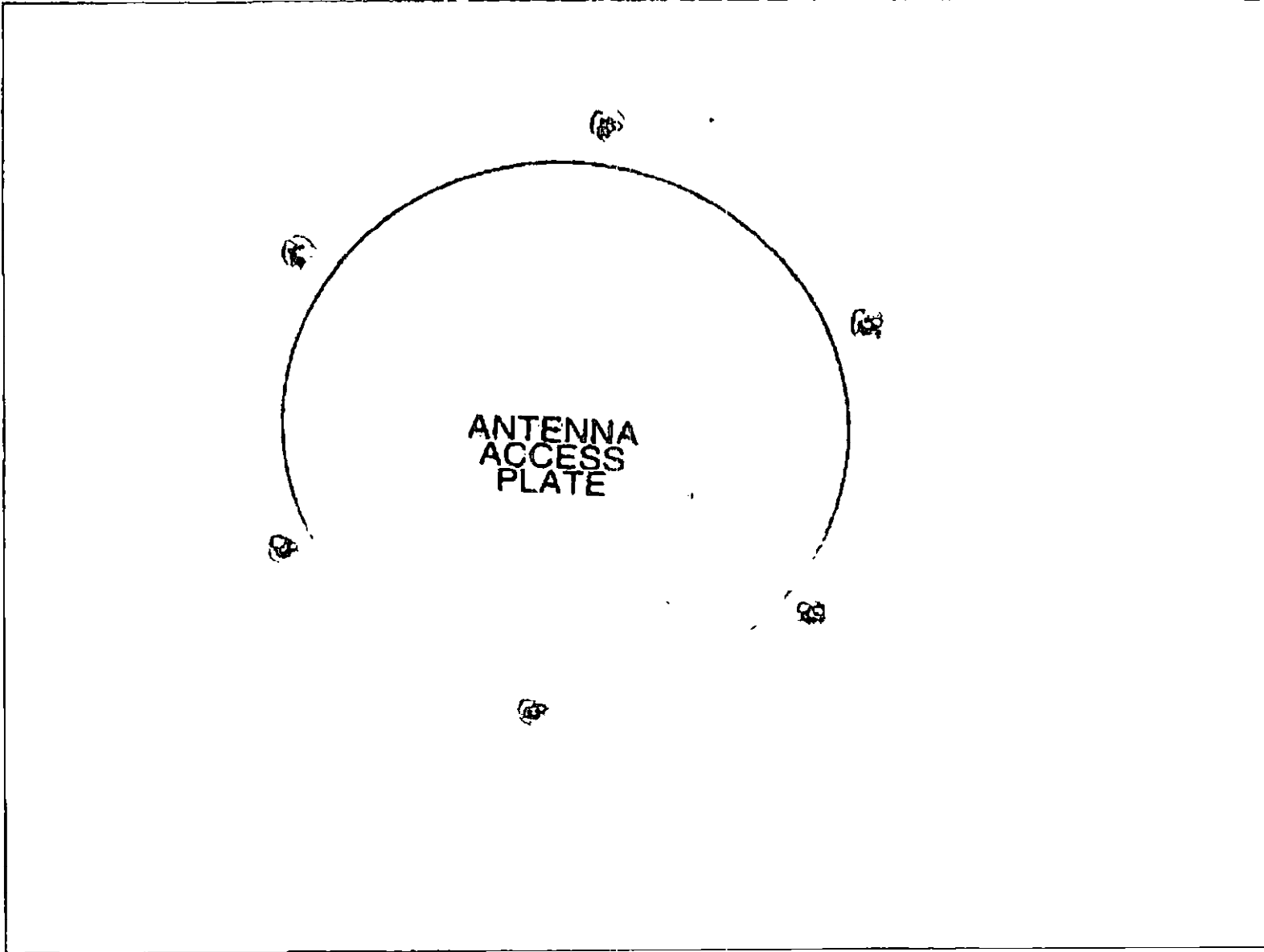
11.0 Base Price (Pre-tax as specified in this submission). Propose in Attachment C.

NOTE-TO BE PROPOSED IN APPENDIX C.

12.0 OPTIONS

NOTE- TO BE PROPOSED IN APPENDIX C.

.0 Antenna Access Plate



Appendix A-4: Low Floor Cutaway Specifications

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SPECIFICATIONS FOR PARATRANSIT BUS

1.0 SCOPE

- 1.1 The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001:2000 certified or submit documentation of a quality assurance program in place to the satisfaction of the Participating Agencies .
- 1.2 This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid ramp and door.

2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS

- 2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.
- Federal Motor Vehicle Safety Standards (FMVSS)
 - Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
 - California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
 - California Health and Safety Code
 - California Air Resources Board and Environmental Protection Agency Standards and Guidelines
 - OEM Body Builders Standards and Guidelines
 - National Fire Protection Agency Regulations 52
 - Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

- 2.2 **ALTOONA BUS TESTING:** Bidders for Low Floor vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report (Hardcopy and electronic version on CD) provided to the Cooperative's prior to final acceptance of the first vehicle by a recipient. No vehicles with Class 1 or 2 failures are acceptable. Correspondence detailing remedial action taken to mitigate any Class 3 structural failures must be provided to the satisfaction of the Participating Agencies. Failure to comply with these requirements will result in nullification of conditional award.

Altoona tests for hybrid or CNG vehicles performed on standard floor versions of the proposed low floor vehicles are not acceptable as per 49 CFR, 665.5 (2) (Major change in configuration/Modified mass produced chassis). A separate Altoona test or correspondence from the FTA demonstrating the proposed vehicle's compliance with this requirement must be presented to the Cooperative. Offerors may not offer buses using the FTA's demonstrator model test exemption for five (5) or less vehicles for sale under this contract.

3.0 VEHICLE CLASSES:

Vehicles solicited for in this attachment are as follows:

Class F (Low Floor on Ford chassis): This specification is for a Mid Size Low Floor Commercial bus of the "Body-on-Chassis" type on Ford chassis suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas. The bus shall have a standard power ramp to facilitate entry by passengers including those in a wheelchair. The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this specification. The bus shall be of the Low Floor type with air suspension both front and rear. The bus shall have a kneeling feature to lower the bus a minimum 4" when the passenger door is opened. The standard bus shall have a 12V electric pump compressor to inflate the air suspension. The bus must be rear wheel drive without the use of a drop box or transfer case.

Class G (Low Floor on GM chassis): This specification is for a Mid Size Low Floor Commercial bus of the "Body-on-Chassis" type on GM chassis suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas. The bus shall have a standard power ramp to facilitate entry by passengers including those in a wheelchair. The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this specification. The bus shall be of the Low Floor type with air suspension both front and rear. The bus shall have a kneeling feature to lower the bus a minimum 4" when the passenger door is opened.

The bus shall have an engine driven air compressor with a reserve tank, air dryer and spitter valve. The bus must be rear wheel drive without the use of a drop box or transfer case.

Base vehicles to be proposed for both classes are for vehicle available from proposer with the maximum seating capacity and/or length available from the manufacturer. Offeror to provide lengths, seating plans and configurations available that it proposes to offer via this contract and show applicable credits if any for units of lesser capacities.

Configurations not proposed and priced are to be considered a cardinal change and are not to be sold under this contract.

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of vehicle Classes F and G unless otherwise stated within specifications.

4.1 VEHICLE LOADING: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

4.1.1 UNLADEN WEIGHT: A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the four corner unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

4.2 ENGINE: California approved gasoline electronic fuel injection (EFI) fuel management system.

4.2.1 CNG: Proposer desiring to offer CNG as an option for low floor bus, must meet Altoona testing requirements in compliance with 49 CFR part 665 to the satisfaction of the Cooperative. When available, engine to be OEM gaseous prepped. Areas where the alternate fuel system impacts the standard specifications (for gasoline/diesel fueled vehicles) may be waived for this contract. This includes such things as: gross vehicle weight rating, payload, engine displacement, emission rating, cargo volume and others directly affected by the fuel system modifications. The bidder may be required to substantiate the reasons for downgrading the base requirement. A minimum of 27-gallon gas equivalent capacity in three 3600 psi tanks shall be installed between the frame rails on the chassis. The CNG tanks shall have a production date of no more than 12 months from date the bus is delivered. The tanks shall be Type III aluminum and carbon fiber construction, twenty (20) year life that complies with NGV2-2007 and FMVSS 304.

Type IV tanks are acceptable if installed within the frame rails of the vehicle. All fittings and hoses are to be stainless steel or flex tubing approved for use with CNG at 3600 psi. All lines are to be supported with split block high pressure retaining devices and or rubber insulated line clamps approved for use with CNG at 3600 psi. All fasteners are to be Grade 8 fasteners and installed in a manner that is compliant with applicable sections identified in 2.1. Conversion shall include dust and gravel shields to protect tanks and valves. Vehicle shall have OEM gas ready engine. The system shall be installed by Engine System Manufacturers approved installers and include the following:

- a) NGV-2 3600 psi rated fill receptacle sized at buyers choice, no extra cost
- b) Electronic tank shut off valves.
- c) Exterior fuel pressure gauge
- d) Locking fuel door
- e) Lockout switch for fuel filler door to prevent starting with fuel door open

Proposer to offer as options, a Kidde Aerospace & Defense (KAD) or approved equal Automatic Fire Sensing and Suppression System (AFSS) complete with fire detector(s), control panel, manual activation switch and *engine compartment* and battery compartment and methane detection system. The purpose of the AFSS is to ensure coach and passenger safety and survivability in the event of fire. The AFSS shall detect fires in protected areas. Upon fire detection the AFSS shall immediately activate an audible and visual alarm in the vehicle operator's area. After a 15 second delay, the AFSS shall shutdown the vehicle engine and discharge extinguishing agent into the protected areas. The vehicle operator shall have the capability to extend or terminate the engine shutdown and extinguisher discharge delay. The completed AFSS shall be tested and certified by KAD. The test shall determine that the system has been properly installed and will function as intended; a Certification Report from KAD shall be provided indicating such at time of delivery.

- 4.3 TRANSMISSION: Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.
- 4.4 BRAKES: Dual hydraulic power-assisted system with disc-type brakes on the front and drum or disc-type on the rear wheels. A foot operated parking brake shall be supplied with a warning light on the dashboard.
- 4.5 SPRINGS/AIRBAGS: The front and rear springs or airbags as *applicable*, shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM shall be installed on the ramp side of the vehicle to keep the bus level.

- 4.6 SHOCK ABSORBERS: Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.
- 4.7 STEERING: Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.
- 4.8 WHEELS: Each vehicle shall be equipped with seven OEM matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.
- 4.9 TIRES: Seven OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire and wheel shall be shipped and delivered with the vehicle unless optional spare tire is carrier is selected.
- 4.95 BUMPERS: A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mph impacts.
- 5.0 AXLES: The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.
- 5.1 DRIVESHAFT: Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.
- 5.2 ELECTRICAL: The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid ramp must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.
- 5.2.1 WIRING AND SWITCHES: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine

cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure - type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Cooperative. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.

5.2.2 **CHARGING SYSTEM:** The vehicle charging system will use a OEM 12-volt alternator with the highest output alternator available from the chassis OEM.

- a) A fast idle system equal to Intermotive Hi-Lok shall be installed. The fast idle system must be able to automatically increase the engine speed to 1,500 RPM on gas engines and 1200 RPM on diesel. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on. A manual switch/button shall be located convenient to the driver to engage the system when the vehicle is in Park and vehicle is not in motion, as described above.

5.2.3 **LIGHTS:** Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

- a) OEM daytime running lights.
- b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).

- c) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.
- d) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.
- e) Center mounted LED light will be provided and mounted above rear window.
- f) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- g) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
- h) Vehicle shall be equipped with an LED rear center brake light.

5.2.4 **BATTERIES:** Each vehicle shall have two maximum capacity chassis OEM batteries of equal capacity and rating. Mismatch of battery type is not acceptable, particularly mismatch of lead acid and maintenance free types. Proposer to describe to installation method and location of batteries to the approval of the Cooperative. Hybrid vehicles require that the two OEM batteries supplied with the chassis be installed as per the electric hybrid manufacturer's instructions and body builder's guide.

5.2.5 **BATTERY TRAY:** A locking weather protected sliding type battery box shall be installed on the curbside behind the passenger door with stainless steel bearing slides providing for an automatically latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray shall be large enough to hold two OEM batteries. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of two). The battery box shall also be equipped with two drain holes preferably adjacent to the two battery tray drain holes when the tray is in the stowed position. The tray shall have the ability to extend a minimum of 3 inches beyond the opening of the battery compartment. Drain holes to be closely aligned when the battery tray is in the stowed position. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks that are made of an

insulated material to prevent corrosion. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray and insulation to prevent corrosion. Battery trays that are built without structural support underneath will not be accepted. One thumb-release latch and one locking latch that will rotate 180 degrees from the closed position shall secure the battery door. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery. Cables shall be long enough to allow specified pull out extension and shall be protected and flexible enough to fold away when stowed without shorting or damaging the cables.

5.2.6 GROUNDS: Three added grounds shall be installed on the vehicle; all shall be # 0 or #2 gauge cable. One ground shall be installed between the engine and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the ramp pump housing and the side battery, grounds must be continuous, without splices. Third ground may be deleted if the vehicle does not require a separate hydraulic pump. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.

5.3 FUEL TANK: Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards.

5.4 INSTRUMENT PANEL: The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:

- a) Ammeter or voltmeter
- b) Oil pressure gauge
- c) Fuel capacity gauge
- d) Engine temperature gauge
- e) Speedometer
- f) Emergency brake warning light

5.5 BACK-UP ALARM: Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.

- 5.6 **BODY MODIFICATIONS:** The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.
- 5.7 **STRUCTURE:** The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.
- 5.7.1 **ROOF CONSTRUCTION:** The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.
- 5.7.2 **BUS BODY:** The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.
- a) All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing shall be done with water

nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.

- b) The body shall be free of cracks, dents, defects or physical damage.
- c) All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.

5.8 SEATING: All seating, including driver, shall meet the following requirements:

Seat material shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Optional Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellant treatment that prevents liquids from passing through fabric.

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209,210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

- b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.
- f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.
- g) A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid ramp except when there is a rear ramp. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.
- i) All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory

Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

- j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.
- k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.
- l) **Passenger Seats**
All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing, mounted for easy removal and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Base passenger seats shall be available covered in Docket 90 vinyl.
- m) **Driver Seat**
Vehicle to be equipped with Freedman Shield adjustable bucket seat with right hand armrest. Upholstery shall be color coordinated with passenger seats. Seat trim will include all OEM or equal Upholstery color will be

grey cloth unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered.

n) REAR EMERGENCY EXIT: The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen.

5.9 FLOORS: The floor overlay shall have a minimum of 5/8" marine grade grade plywood, or 5/8" thick one piece engineered wood, fastened to the cross sills. All edges are to be properly sealed for moisture. Finished surface is to be sanded and filled where needed to create a smooth surface for the final floor overlay material.

5.9.1 FLOOR COVERINGS: Proposer to describe floor coverings available with base vehicle and any available options to the purchasing agencies.

6.0 ENTRY DOOR: All vehicles shall be equipped with an electric front entrance door. Doors shall be a two-section outward opening, equipped with 2" elastometric material on each section that overlaps a minimum of 1.5" to form a tight seal. The entrance door for low floor designed buses shall be a minimum of forty-two inches wide with a thirty-six (36) inches wide clear opening with no obstructions for the ramp and wheelchair passengers. Clear entry door dimensions shall be 36" wide by 75" high. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors or by a removable panel. Entry door shall not be operable unless the vehicle is in park.

6.1 ENTRY STEPS: Steps shall not be allowed on low floor buses. Height from ground to passenger entry shall be a maximum of 11" when kneeled. Bus must be capable of kneeling a minimum of 4 inches.

6.2 DRIVERS RUNNING BOARD/ASSIST: The driver's door entry area shall be equipped with a grab rail and running board. Running board shall be a minimum of 6.5" at front, maximum of 12" at rear. This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without

permanently changing shape, and be slip resistant diamond plated aluminum, or equal.

- 6.3 MODESTY PANELS, STANCHION AND HANDRAILS: An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted ramp is required when a front ramp is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.
- 6.4 INTERIOR PANELING: All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.
- 6.5 WINDOWS: All windows, except the windshield, rear and doors, shall be egress transit type or a top T-slide panel type, a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.

- a) Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with the FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Driver's door and entry door shall not be considered as an emergency exit.
- 6.6 INSULATION: Foam sprayed insulation, or equal, equivalent to 1.5" thickness shall be installed in the roof, rear wall, rear caps, sidewalls and extended door sections including ramp doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches thickness). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.
- 6.7 PAINT AND TRIM: Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic white enamel that matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost.
- 6.8 FRONT CAP: The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.
- 6.9 UNDERCOATING: The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim coating for bus applications. All openings in the floorboards and firewall shall be sealed.
- 6.9.1 WHEEL HOUSING: The wheel housing shall be constructed of a minimum 16 gauge galvanized steel, or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so

as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.

- 7.0 AIR CONDITIONING: All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; Class F and Class G Gasoline and Diesel vehicles require auxiliary systems capable of producing a minimum 60,000 BTU equal to or better than Trans/Air TA 73 Evaporator, SMC3L Condenser, 13 CID Compressor or ACT 50 HD compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser or Carrier model AC- 813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM- 3 Condenser or ACT 50 HD compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser . Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.
- a) All compressor installations must be completed with mounting hardware and pulleys that are supplied by A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud. All controls for both air conditioners shall be located for ready access by the driver. Cooling shall be specified in BTU at 100° F. ambient temperature. Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically attached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type F, Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity. compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No "tie-in systems will be allowed."

- b) Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.
 - c) Class G shall have TM16 compressor, EM-1 evaporator and KR-3 roof mounted condenser. Drive system shall be AC24LS motor using a Dmo C445 motor controller or equal.
- 7.1 **HEATER:** Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass ¼ turn valves and/or electronic controlled pump/valves. ¼ turn valves to be clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver's entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall be 60,000 BTU for types E and F.
- a) Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.
 - b) Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable
- 7.2 **MOBILITY AID RAMP:** Low floor buses shall be equipped with a power operated entrance ramp located at the ambulatory passenger door and shall be manufactured by Braun Mobility, Ricon, or approved equal. The ramp shall be ADA compliant and have minimum width of 34" and minimum length of 62" when deployed. Vehicle shall be capable of deploying the ramp at raised and kneeled positions. Ramp shall provide an incline ratio of no more than 6:1 when deployed from street level. Ramp operation shall be fully ADA compliant and controls shall be easily accessible from the driver's position and capable of deployment from a curb side control switch(es).

- 7.3 RAMP ENTRY DOOR: The ramp entrance door shall be the same as the ambulatory passenger door and shall be swing out type electrically operated and a minimum of forty-two inches wide with a thirty-six (36) inches wide clear opening with no obstructions for the passengers. Clear entry door dimensions shall be 36" wide by 75" high. The inside outward most leading edge of both entry door panels shall be equipped with grab handles to assist passenger loading.
- 7.4 CONTROL INTERLOCK: The controls for the ramp shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the ramp is not stowed and so the ramp cannot be deployed unless the interlocks are engaged. The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status
- 8.0 MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS: Each vehicle shall be equipped with forward facing mobility aid securement and occupant restraint system as indicated by Table 1. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement.
- a) Mobility aid securement and occupant restraint system(s), including all attachment hardware, straps and anchorages, shall meet or exceed the following requirements:
- * 30 mph/20 G Impact Test criteria per SAE J2249
 - * 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)
- b) The securement system shall be QRT MAX (8300 series knob less) retractor, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. Agency shall have a choice of post style anchors (Slide-n-Click or Solo) or flanged "L" continuous track mounted type (with end caps), capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. The Track shall be installed in a location/manner that will maximize usable area while still meeting the track manufacturers installation requirements. End caps shall

be installed with bolts, with large washers under the floor at securement nuts. Each vehicle shall come with two retractable tie-down systems.

- c) A closable box shall be provided for storage of securement systems, torso pads, and accessories. Final location and type of design to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided prior to award. Any deviation from track installation will require written approval from securement manufacturer that the installation will not alter required testing in Section 8.0.

8.1 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet SAE J2249.

8.2 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

- a) A web cutter for emergency use shall be provided with each vehicle.
- b) One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid ramp.

8.3 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery. Final mounting location to be per Ordering Agency's instruction.
- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions

- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.
 - d) **MIRRORS:** A fully adjustable convex type 6"X 9" passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors, split view model, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the fender. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed.
 - e) Sufficient interior lighting (a minimum of six LED or incandescent type) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled
 - f) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be welded with a continuous seam. Aluminized steel exhaust tubing shall be used for exhaust modifications.
 - g) OPTIONAL TWO-WAY RADIO ANTENNA PREP: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. See attached picture for currently accepted design, by Viking Marine.
 - h) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.
 - i) Chrome retractable coat hook in as accessible location to the driver seat location.
- 8.4 PAINTING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

9.0 MANUALS AND DATABASE INFORMATION:

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MANUALS:

For vehicles furnished under this contract the Contractor shall provide the following manuals to the Ordering Agency and for each make and model in the quantities specified with the delivery of the vehicle.

- 1) Four (4) current vehicle maintenance manuals including all air system, complete electrical, multiplex and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 2) Four (4) current vehicle air conditioning system maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 3) Four(4) current vehicle wheel chair ramp/lift maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 4) Four (4) vehicle engine maintenance manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 5) Four (4) vehicle transmission manuals (if not included in vehicle manual) including all electrical and hydraulic schematics and diagrams. Two (2) manuals shall have all pages laminated in clear plastic;
- 6) Four (4) current vehicle part manuals applicable to vehicles provided under this contract, including all subsystems and components, whether manufactured by the Contractor or purchased ready made from an outside source. This manual shall include detailed dimensional drawings for all glazing used in the vehicle (windows, windshield and doors) to allow for future replacement. An index shall be provided at the front of the manual that contains a numerical listing to section reference and alpha part description to section of reference. Two (2) manuals shall have all pages laminated in clear plastic;
- 7) Three (3) current price catalogs applicable to the vehicles furnished under this contract, including all subsystems and components whether made by the Contractor or purchased already from an outside source;
- 8) Ten (10) operator's manuals for each vehicle furnished under this contract. The operator manuals shall have all options installed under the contract described and illustrated that may be used by the operator.
- 9) All Service and Parts manuals furnished for the vehicles shall also be supplied in a PDF format on CD-ROM disks to allow the information to be loaded into the

Ordering Agency's Maintenance Information System.

All manuals and electrical schematics will be provided indicating the "as-built" condition of the vehicles supplied, including all optional accessories provided.

Within 60 days of delivery and acceptance of the vehicle, the Contractor will provide the Ordering Agency with an aftermarket part listing with a recommended spare parts inventory to support the vehicles purchased.

9.2 REQUIRED VEHICLE DATABASE INFORMATION:

The Contractor shall provide a Microsoft Windows XP Excel file and hardcopy listing for each vehicle at the time that shall include (as applicable):

- 1) Manufacturer Name
- 2) Vehicle Model Name
- 3) Ordering Agency Coach Number
- 4) Manufacturer Vehicle Identification Number (VIN#)
- 5) Engine make, model and serial number
- 6) Engine ECM model and serial number
- 7) Transmission make, model and serial number
- 8) Transmission ECU model and serial number
- 9) Differential model and serial number
- 10) Alternator model and serial number
- 11) Regulator model and serial number
- 12) Starter model and serial number
- 13) Air compressor model and serial number
- 14) Air conditioning compressor model and serial number
- 15) Steering box model and serial number
- 16) Front axle model and serial number
- 17) Rear axle model and serial number
- 18) Catalyst/muffler and/or exhaust after-treatment model and serial number
- 19) Wheelchair ramp/lift model and serial number
- 20) DVR model and serial number

10.0 TRAINING

A comprehensive hands-on training program for the Ordering Agency operations and maintenance staff shall be provided by the Contractor and Original Equipment Manufacturers (OEM) for major components provided on the vehicles. The Training Program schedule will be discussed with the Contractor after contract award to establish a training schedule that is properly coordinated with the delivery and acceptance of the vehicles. The minimum training requirements are described below.

- 1) **Basic Vehicle Orientation-** A basic vehicle orientation class for mechanics, service workers, and supervisors will be conducted which provides an overview of the vehicle, service access locations to all major components, locations of all daily service items on the vehicle, location of all diagnostic ports, and other general operations and vehicle maintenance information. A minimum of two classes at four (4) hours per class will be provided.
- 2) **Vehicle Maintenance-** A detailed twenty-four (24) hour class covering the vehicle air system, doors, suspension, body and other minor systems will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 3) **Engine-** A detailed sixteen (16) hour class covering the engine and exhaust after treatment system provided that includes engine familiarization, electronic controls, mechanical and electronic diagnostics, exhaust system operation, maintenance and diagnostics, component replacement of key exhaust components will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 4) **Wheelchair Lift/Ramp-** A detailed four (4) hour class covering the wheelchair lift/ramp including operation, maintenance, hydraulics and controls, diagnostics and repair will be provided for the Ordering Agency's mechanics, supervisors, maintenance trainers and support staff.
- 5) **Parts and Support Familiarization-** A four (4) hour class covering the Contractor's parts manuals, parts ordering procedures, and recommended spare parts inventory levels will be provided for the Ordering Agency's Maintenance and Procurement staff.

Vehicle operations training, basic vehicle orientation, bus maintenance training, and parts and support familiarization training will begin immediately after delivery of the agency's second (or first if only one is ordered) vehicle by the Contractor. The remaining training will be schedule over a period of one (1) year from the date of final acceptance of the second (or first if only one is ordered) vehicle delivered by the Contractor, subject to approval of dates and times by the Ordering Agency. All training will be conducted at the Ordering Agency's operations and maintenance bases.

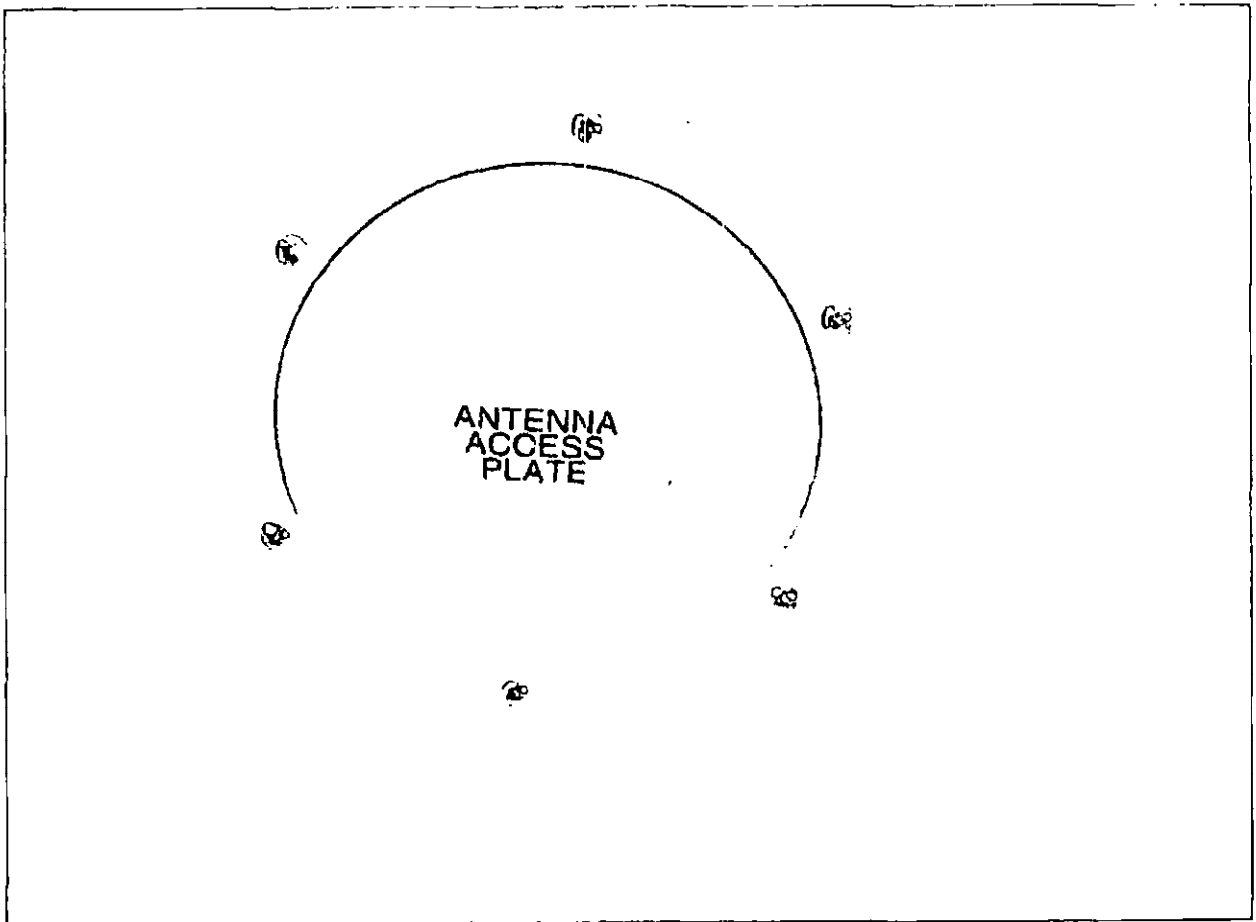
11.0 Base Price (Pre-tax as specified in this submission). Mark "No-Bid" if your firm is not proposing for a particular vehicle class

NOTE-TO BE PROPOSED IN APPENDIX C.

12.0 OPTIONS

NOTE- TO BE PROPOSED IN APPENDIX C. WORKSHEET TO BE PROVIDED IN ELECTRONIC AND HARDCOPY FORM.

13.0 Antenna Access Plate



Appendix B: Visual Inspection and Road Test Forms

Guide for Inspection:
 The Following Items Should Be Inspected
 on Every Coach of Each Order

Coach Manufacturer _____
 Coach Number _____
 Test Location _____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR/ DATE	REMARKS/NOTES
Curb Weight	Maximum curb weight of lb.	Measure on certified scale	Weight		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass/Fail		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass/Fail		
Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass/Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass/Fail		
Door Control	Opening time of sec.	Verify door opening time frame	Pass/Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass/Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass/Fail		
Fuel Tank	Fill rate and filler location	Inspect filler for easy access and check fill rate	Pass/Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts	Pass/Fail		
Electrical	Wiring and	Inspect for loose	Pass/Fail		

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	junction boxes	or stretched wires			
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass/Fail		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass/Fail		
Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass/Fail		

SAMPLE ROAD TEST SHEET

Guide for Inspection:
 The Following Items Should Be Inspected
 on Every Coach of Each Order

Coach Manufacturer _____
 Coach Number _____
 Test Location _____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR /DATE	REMARKS/ NOTES
Engine	N/A	Record low idle, fast idle, and high idle speeds	Low Fast High		
Service Brakes	Stopping distance	Verify function and indicator, check for pulling to either side	Pass/Fail		
Parking Brake	N/A	Verify indicator, and no movement	Pass/Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass/Fail		
Turning Radius	Not to exceed at corner of body	Verify turning radius in both directions	Pass/Fail		
Acceleration	rate from 0 to mph	Verify acceleration on smooth road	Pass/Fail		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass/Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass/Fail		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for	Pass/Fail		

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		abnormal noises			
HVAC	Interior temperature	Operate system, check internal and ambient temp.	Int. Amb.		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake interlocks with door open	Pass/Fail		
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass/Fail		

Signature of Inspector

Date

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APPENDIX C: FORMS AND CERTIFICATIONS

.1 Proposer's Checklist

FP No. 13-03, For Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways

Package 1: Technical Proposal (Note: Package 1 and 3 may be combined into one submittal.)

- | | |
|---|---|
| 1 | 1. Letter of Transmittal |
| 1 | 2. Acknowledgement of Addenda |
| 1 | 3. Contractor Service and Support Data |
| 1 | 4. Vehicle Questionnaire |
| 1 | 5. Manufacturing facility plant layout including description of work by station |
| 1 | 6. Warranty Provisions and Warranty Administration Plan |
| 1 | 7. Quality Assurance Program |

Package 2: Price Proposal (Package 2 must be a separate sealed submittal.)

- | | |
|---|---|
| 1 | 1. Letter of Transmittal |
| 1 | 2. Pricing Schedule (including option bus features) |

Package 3: Qualifications Package

- | | |
|---|--|
| 1 | 1. Pre-Award Evaluation Data Form |
| 1 | 2. Authorized Factory Dealer Confirmation |
| 1 | 3. A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by the Agency |
| 1 | 4. Letter for insurance |
| 1 | 5. Proposal Form |
| 1 | 6. Required Certifications |

Package 4: Proprietary/Confidential Information Package¹

- | | |
|---|---|
| 1 | 1. Proprietary/Confidential Information |
|---|---|
1. There may be items in the first three packages that are included in Package 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in Packages 1 through 3.

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2 Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in "Questions, Clarifications and Omissions."

Int Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways

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Request #: Proposer: RFP Section: Page:
Questions/clarification or approved equal:
Agency action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> See addendum <input type="checkbox"/> See response below
Agency response:

Request for Proposal

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3 Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:	
Addendum No.:	- Dated:
Addendum No.:	- Dated:
Addendum No.:	- Dated:
Addendum No.:	- Dated:
Proposer:	
Name:	
Title:	
Phone:	
Street address:	
City, state, ZIP:	
Authorized signature	Date

C.4 Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to Agency:

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

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

Regular method of shipment:

Cost to Agency:

C.5 Pricing

Each Proposer is to complete the appropriate forms, print and return an original with a “wet signature” with the required proposal forms. Proposers are to also provide the other copies as required in Proposal Date and Submittal Requirements.

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Class A, B & C Price and Optional Features Pricing Worksheets

If proposing on more than one class, include copies in each of the separate proposals

Manufacturer _____

Model _____

Class A (Ford E350) _____

8 min psgr, 138" wb

Class A-GM (GM 3500) _____

8 min psgr, 139" wb

Class B (Ford E450) _____

12 min psgr, 158" wb

Class B-GM (GM 4500) _____

12 min psgr, 159" wb

Class B-CNG _____

12 min psgr, 158" wb

Class B-Diesel _____

12 min psgr, 158" wb

Class C (Ford E450) _____

16 psgr (rear lift), 176-190" wb

Class C -CNG _____

16 psgr (rear lift), 176-190" wb

Class C-Diesel _____

16 psgr (rear lift), 176-190" wb

Optional Features

1 Foldaway Seat _____

2 34"-36" Flip Seat _____

3 17"-18" Flip Seat _____

4 Child Seat _____

5 Roof Vents _____

6 Additional Mobility Aid position(s) (w/tie downs) _____ ea.

7 HELP Front bumper _____

8 Credit for seat delete _____

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- 9 Locking rear door w/alarm _____
- 10 Removable diamond floor access plate _____
- 11 Locking fuel door _____
- 12 Armored Marker lights and side turn signal _____
- 13 Credit for RECARO SHS Drivers Seat _____
- 14 USSC G2 E Drivers Seat _____
- 15 Freedman Sport Drivers Seat _____
- 16 Telma Driveline Brake Retarder _____
- 17 Raised Floor _____
- 18 Mor-RYD Suspension' _____
- 19 Engine Credit for Ford 5.4 Liter _____
- 20 Amerex Fire Suppression _____
- 21 Electric Roller Curtain Sign (Front and Side) _____
- 22 REI Buswatch DVR System (4 Camera) _____
- 23 Stop Request System (w/ sign) _____
- 24 Diesel Option-Largest Available (GM only) _____
- 25 Maxon Wheelchair Lift _____
- 26 Pentex 200 Amp Alternator _____
- 27 RoadSpeed Limiter _____
- 28 Sportworks bike rack (black 2 bike) _____
- 29 Automatic Stop/Start System _____
- 30 Kidde Automatic Fire Supression w/Methane _____
- 31 Cruise Control _____
- 32 Apollo 250 GB DVR w/ GPS (4 camera) _____
- 33 Thermo King S-20 (40k BTU) for Class A _____
- 34 Thermo King S-30 (60k BTU) for Class B and C _____
- 35 Dialight Exterior LED _____
- 36 Dialight Interior LED _____
- 37 Delivery charge per mile past 100 _____
- 38 Level 1 vinyl or fabric credit per seat _____
- 39 Level 3 fabric or vinyl seat credit _____
- 40 ADNIK Power Seat Base _____
- 41 American Seating Horizon (per seat) _____
- 42 Velvac Power Mirror _____
- 43 OEM DriversSeat _____
- 44 Rubber Floor Credit _____

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45 CrossOver Mirror
46 OEM Exterior Mirrors Credit

Printed Name, Title _____

Signature _____

Company Name _____

Signatory represents he/she has authority to bind company named to the bid submitted and any contract awarded.

Class F & G Price and Optional Features Pricing Worksheet

Manufacturer _____

Model _____

Length/Capacity/Capacity+WC Class G	21'/15/13+1	_____
	23'/19/13+2	_____
	26'/23/17+2	_____
	28'/22/18+2	_____

Length/Capacity/Capacity+WC Class F	26'/20/14+2	_____
	28'/23/17+2	_____

Optional Features

- | | |
|---|-------|
| 1 Foldaway Seat | _____ |
| 2 34"-36" Flip Seat | _____ |
| 3 17"-18" Flip Seat | _____ |
| 4 Child Seat | _____ |
| 5 Roof Vents | _____ |
| 6 Additional Mobility Aid positions (w/tie downs) | _____ |
| 7 HELP Front bumper | _____ |
| 8 Credit for seat delete | _____ |
| 9 Locking rear door w/alarm | _____ |
| 10 Removable diamond floor access plate | _____ |
| 11 Locking fuel door | _____ |
| 12 Armored Marker lights and side turn signal | _____ |
| 13 RECARO SHS Drivers Seat | _____ |
| 14 USSC G2E Drivers Seat | _____ |

Class E Price and Optional Features Pricing Worksheet

Manufacturer _____

Model _____

Class E-F 550 Length	CLASS E-INT	CLASS E-LF
27.5'	_____ 27' _____	27.5' _____
30'	_____ 32' _____	30' _____
32.5'	_____ 35' _____	32.5' _____

Optional Features

- 1 Foldaway Seat _____
- 2 34-26" Flip Seat _____
- 3 17-18" Flip Seat _____
- 4 Reclining Seats _____
- 5 Child Seat _____
- 6 Roof Vent _____
- 7 Add Mobility Aid Position _____
- 8 HELP Bumper _____
- 9 Seat delete credit _____
- 10 Locking rear door w alarm _____
- 11 Removable fuel access plate (Gas) _____
- 12 Removable fuel access plate (Diesel) _____
- 13 Locking Fuel Door (Gas) _____
- 14 Locking Fuel Door (Diesel) _____
- 15 Armored Marker Lights _____
- 16 Brake retarder _____

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- 17 Diesel Option (For F-550) _____
- 18 CNG Option _____
- 19 Upgraded AC _____
- 20 TA77R90 80kBTU _____
- 21 TA77R120 110k BTU _____
- 22 TA77R90 Diesel 80K BTU _____
- 23 TA77R120 Diesel 110k BTU _____
- 24 Amerex AFSS _____
- Electric Roller Curtain Sign _____
- 25 (Front and Side) _____
- 26 Apollo DVR _____
- 27 Twin Vision LED Dest Signs _____
- 28 Stop Request System _____
- 29 Pentex Alternator _____
- 30 Intermotive road Speed Limiter _____
- 31 Sportworks Bike Rack _____
- 32 Automatic Stop/Start _____
- 33 AM/FM CD _____
- 34 Kidde AFSS and Methane Detector _____
- 35 Cruise Control _____
- 36 8D Battery _____
- 37 Main Treasury One Farebox _____
- 38 Luminator Front and Side Dest Signs _____
- 39 DIALIGHT LED Exterior Lights _____
- 40 DIALIGHT LED Interior Lights _____
- 41 Overhead Luggage rack _____
- 42 Tow Hooks _____
- 43 Incandescent Lights Credit _____
- 44 Intermotive Brake Max _____
- 45 Transfer Cutter _____
- 46 OEM Drivers Seat _____
- 47 Rubber Floor _____
- 48 Manual Ext Mirrors _____
- 49 Level 1 fabric or vinyl seat credit _____
- 50 Level 3 fabric or vinyl seat credit _____
- 51 ADNIK Power Seat base _____
- 52 USSC Fogmaker Fire Suppression _____

- 53 Velvac Mirrors _____
- 54 Delivery Charge per mile past 100 _____
- 55 Maxon Lift _____
- 56 Largest avail gas engine (INT) _____
- 57 USSC G2 E Seat _____
- 58 CrossOver Mirror _____
- 59 OEM Exterior Mirrors Credit _____
- 60 Key-alike (per order) _____
- 61 Heated Mirrors _____
- 62 Seat belts _____
- 63 GFI Odyssey Farebox (Standard) _____

Signature _____

Company Name _____

Date _____

Signatory represents he/she has authority to bind company named to the bid submitted and any contract awarded.

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Low Floor Minivan Price and Optional Features Pricing Worksheet

Manufacturer _____

Model _____

Base Price _____

Optional Features

Power Sliding Door _____

Retractable Ramp _____

Seat for seat removal (-) _____

Seatbelt Monitoring System _____

Second Row Rear Seat _____

Printed Name, Title _____

Signature _____

Company Name _____

Date _____

I hereby represent that he/she has authority to bind company named to the bid submitted and any contract awarded.

6 Pre-Award Evaluation Data Form

Instructions: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

**Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways
RFP No. 13-03**

<p>. Name of firm:</p> <p>. Address:</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>. Date organized: State in which incorporated:</p> <p>. Names of officers or partners:</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>. How long has your firm been in business under its present name?</p>	
<p>. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence.</p> <p>. Attach as SCHEDULE TWO Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency [This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.]</p> <p>. Attach as SCHEDULE THREE a list of all principal Subcontractors (if applicable) and the percentage and character of Work (Contract amount) that each shall perform on this Contract. Note: A subcontractor is one that physically works on manufacturing the bus.</p> <p>0. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.</p>	
<p>The above information is confidential and shall not be divulged to any unauthorized personnel.</p>	
<p>The undersigned certifies to the accuracy of all information:</p> <p>Name and title:</p> <p>Company:</p>	
Authorized signature	Date

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7 Federal Certifications and Other Certifications

C.7.1 Buy America Certification

This form is to be submitted with all proposals.

Certificate of Compliance

The Proposer hereby certifies that it shall comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

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

Name and title:

Company:

Authorized signature

Date

C.7.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for anticipated contract values over \$5,000.

Choose one alternative:

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Section 3801 et seq are applicable thereto.

Executed in _____, _____ (city, state).

Name:

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Authorized signature

Date

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C.7.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that either it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

**THE PROPOSER, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH
STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN
ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE
PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND
EXPLANATION, IF ANY.**

Name and title of the proposer's authorized official:

Authorized signature

Date

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C.7.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____	
_____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____	
and who resides at _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
I/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
Signature of Affiant _____	Date _____
Sworn to before me this _____ day of _____, 20____.	
Notary public _____	My commission expires _____
	Seal

C.7.5 Lobbying Certification

The Proposer certifies, to the best of its knowledge and belief, that:

No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.

If any funds other than federal appropriated funds have been paid or shall 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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 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.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE RUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title: _____

Signature

Date

For each paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, Disclosure Form to Report Lobbying," if applicable.

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C.7.6 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when offered, comply with 49 USC §5323(c) and FTA's implementing regulation at 49 CFR Part 5 according to the indicated one of the following three alternatives.

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

_____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

_____ 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 Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

_____ The vehicle is a new model and shall be tested and the results shall be submitted to the 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.

Company name:

Name and title of the proposer's authorized official:

Authorized signature

Date

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C.7.7 DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been disapproved by the Federal Transit Administration.

name and title of the proposer's authorized official:

Authorized signature

Date

C.7.8 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer’s certified statement that the contracted buses shall not be subject to FMVSS regulations.

Company name:
Name of signer:
Title:

Authorized signature _____ Date _____

3 Proposal Form

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL

In execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby certifies to furnish equipment and services as specified in its Proposal submitted to the Participating Agencies in response to Request for Proposal: **Joint Procurement of Cutaways, Stairways, Large Cutaways and Low Floor Cutaways**

RFP No. 13-03 in its entirety.

Proposer:

Project address:

City, state, ZIP:

Name and title of Authorized Signer(s):

Name and title of Authorized Signer(s):

Phone:

Authorized signature

Date

Authorized signature

Date

C.9 Notice of Award

By execution below, the Proposal is accepted and the Contract is awarded as indicated above.

Lead Agency Contracting Officer:

Authorized signature

Date

C.10 Vehicle Questionnaire

Each Proposer is to complete the appropriate LINES, print and return an original with a “wet signature” with the required proposal forms. Proposers shall also provide the required Warranty Provisions. Proposers are to also provide the other copies as required in Proposal Date and Submittal Requirements. This form must be completed and included in the Technical Proposal.

TECHNICAL INFORMATION

(Submit 1 per line item proposed)

Bus Vendor _____

Bus Manufacturer _____

Bus Model Number _____

Altoona Test Life (years/miles) _____

Production Location _____

Warehouse/s and Service Locations _____

Overall Length (including bumpers) _____

Overall Width (excluding mirrors) _____

Overall Exterior Height _____

Interior Height (center of aisle) _____

Doorway Opening _____

 Ambulatory Width _____ inches / Height _____ inches

 Wheelchair Width _____ inches / Height _____ inches

Wheel base _____

Floor thickness _____

Construction Type/Materials _____

 Subframe _____

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Body frame _____

Exterior panels _____

Interior panels _____

Insulation _____

Overall wall thickness _____

Chassis Manufacturer _____

Certified Weight of Bus - Total _____

On Front Axle _____

On Rear Axle _____

Engine Manufacturer _____

Type _____

Model _____

Net S.A.E. Horsepower _____

Net S.A.E. Torque _____

Transmission Manufacturer _____

Type _____

Model _____

Speeds _____

Cooler _____

Alternator Manufacturer _____

Model _____

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Output (amps)	_____
Starter Motor Manufacturer	_____
Model	_____
Air Compressor (if equipped) Manufacturer	_____
Model	_____
Capacity	_____
Gross Vehicle Weight Rating (GVWR)	_____
Axle, Front Manufacturer	_____
Type	_____
Model	_____
Gross Axle Weight Rating (lbs)	_____
Axle, Rear Manufacturer	_____
Type	_____
Model	_____
Gross Axle Weight Rating (lbs)	_____
Differential Ratio	_____
Power Steering Pump Manufacturer	_____
Model	_____
Brakes - Manufacturer	_____

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Front - Type _____

 Diameter _____

Rear - Type _____

 Diameter _____

Radiator Manufacturer _____

 Type _____

 Model _____

Total System Capacity (Excluding
 auxiliary heating system) _____ gallons

Radiator Fan Speed Control Type _____

Surge Tank Capacity _____

Engine Thermostat Temperature Setting _____ degrees

Overheat Alarm Temperature Setting _____ degrees

Heating System Capacity Front _____ BTUs / Rear _____ BTUs

Heating Cores - Manufacturer _____

 Number of cores _____

Air Conditioning - Manufacturer _____

 Model _____

 Capacity (BTUs) Base _____

Fuel Tank Capacity (gallons) _____

Tires - Manufacturer

Size

Type

Load Range

Batteries

Main - Manufacturer

Type, Size

Capacity (CCA at 0 degrees F)

Accessory - Manufacturer

Type, Size

Capacity (CCA at 0 degrees F)

Seat Belts - Manufacturer

Type

Passenger Seats - Manufacturer

Type

Minimum knee-to-hip space

Driver's Seat - Manufacturer

Model

Interlock - Manufacturer	_____
Model	_____
Backup Alarm (db)	_____
Roof Marker Lights - Manufacturer-Type	_____
Interior Lighting - Type	_____
Number of Fixtures	_____
Identification Lights - Manufacturer-Type	_____
Proposed Delivery Schedule	_____
Altoona Test Date	_____
BTI Report #	_____
Number of Class 1 Failures	_____
Number of Class 2 Failures	_____
Number of Class 3 Failures	_____
Undercoating Brand	_____
Entry Door Brand/Model #	_____
Power Mirrors/Brand/Model#	_____
Clear Aisle Width	_____
First Step Height (bottom step tread to ground)	_____
Chassis Stretch? Y/N, Please Detail	_____
Flooring Adhesive Brand	_____

SUMMARY OF STANDARD WARRANTIES

Provide detailed warranty information with proposal)

5 year buses (Minimum Federal Life)

Warranty	Miles	Years
Body Structure		
Chassis		
Engine		
Transmission		
Air conditioner		
Lift/Ramp		
Other Options		

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7 year buses (Minimum Federal Life)

Warranty	Miles	Years
Body Structure		
Chassis		
Engine		
Transmission		
Air conditioner		
Lift/Ramp		
Other Options		

10 year buses (Minimum Federal Life)

Warranty	Miles	Years
Body Structure		
Chassis		
Engine		
Transmission		
Air conditioner		
Lift/Ramp		
Other Options		
Flooring		

Minivan

Warranty	Miles	Years
Body Structure		
Chassis		
Engine		
Transmission		
Air conditioner		
Lift/Ramp		
Other Options		
Flooring		

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Appendix D: References

SAE #	Title	Date Published
J10	Methods of Test for Paints Part J10: Determination of Deposition Efficiency of Coating Powders	Sep 15, 1998
J211	Instrumentation for Impact Test Part 2: Photographic Instrumentation	May 1, 2001
J287	Driver Hand Control Reach	Feb 1, 2007
J366	Exterior Sound Level for Heavy Trucks and Buses	Feb 1, 1987
J382	Windshield Defrosting Systems Performance Requirements - Trucks, Buses, and Multipurpose Vehicles.	Jan 1, 1994
J534	Lubrication Fittings	May 1, 2008
J537	Storage Batteries	Sep 1, 2000
J541	Voltage Drop for Starting Motor Circuits	Oct 1, 1996
J587	License Plate Illumination Devices (Rear Registration Plate Illumination Devices)	Sep 1, 2003
J593	Backup Lamps (Reversing Lamps)	Sep 1, 2005
J673	Automotive Safety Glasses	Oct 1, 2005
J680	Location and Operation of Instruments and Controls in Motor Truck Cabs, Recommended Practice	Sep 1, 1988
J686	Motor Vehicle License Plates	Oct 1, 1999
J689	Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles: Passenger Car and Light Truck	Aug 1, 2009
J833	Human Physical Dimensions	May 1, 2003
J844	Nonmetallic Air Brake System Tubing	Nov 1, 2004
J941	Motor Vehicle Drivers' Eye Locations	Mar 1, 2010

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J994	Alarm Backup Electric Laboratory Performance Testing	Mar 1, 2009
J1050	Describing and Measuring the Driver's Field of View	Jan 1, 2003
J1113	Electromagnetic Compatibility Component Test Procedure Part 42, Conducted Transient Emissions	Oct 1, 2006
J1127	Low Voltage Battery Cable	Mar 1, 2010
J1128	Low Voltage Primary Cable	Dec 1, 2005
J1149	Metallic Air Brake System Tubing and Pipe	Aug 1, 2007
J1292	Automobile and Motor Coach Wiring	Jan 1, 2008
J1455	Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications	Jun 1, 2006
J1587	Joint SAE/TMC Electronic Data Interchange between Microcomputer Systems in Heavy-Duty Vehicle Applications, Recommended Practice	Jan 1, 1996
J1708	Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications	Oct 1, 2008
J1986	Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations	Jan 1, 2006
J1939	Data Link Layer	Dec 1, 2006
J1995	Engine Power Test Code: Spark Ignition and Compression Ignition - Gross Power Rating, Standard;	Jun 1, 1990
J2402	Road Vehicles: Symbols for Controls, Indicators, and Tell-tales	Jan 1, 2010
J2711	Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles	Sept 1, 2002

Appendix E: Abbreviation and Acronyms

A/C	air conditioning
ABS	anti-lock braking system
AC	alternating current
ACQ	alkaline copper quaternary
ADA	Americans with Disabilities Act
Ah	amp hour
ALR	auto-locking retractor
APA	The Engineered Wood Association, formerly the American Plywood Association
APC	automatic passenger counter
APTA	American Public Transportation Association
ASTM	ASTM International, formerly the American Society for Testing and Materials
ATC	automatic traction control
AVL	automatic vehicle location
AWG	American Wire Gauge
BAFO	Best and Final Offer
BMS	Battery Management System
BRT	bus rapid transit
CARB	California Air Resources Board
CCS	climate control system
CCTV	closed-circuit television
cfm	cubic feet per minute
CGA	Compressed Gas Association
CNG	compressed natural gas
dB	decibel
DBE	disadvantaged business enterprise
DC	direct current
DDU	driver display unit
DEF	diesel exhaust fluid
DOT	Department of Transportation
DPF	diesel particulate filter
ECM	Engine Control and Monitoring
ECS	emission control system
ELR	emergency locking retractor
EMI	electromagnetic interference
EPA	Environmental Protection Agency
ESS	energy storage system
FEA	Finite Element Analysis
FEMA	failure mode effects analysis
FMCSA	Federal Motor Carrier Safety Administration
FMCSR	Federal Motor Carrier Safety Regulations
FMVSS	Federal Motor Vehicle Safety Standards
FTA	Federal Transit Administration
GAWR	gross axle weight rated

GPS	global positioning system
GVW	gross vehicle weight
GVWR	gross vehicle weight rated
H-point	hip-point
HDS	hybrid drive system
HMI	human-machine interface
HSC	hybrid system controller
HV	high voltage
HVAC	heating, ventilation and air conditioning
I/O	input/output
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
LEL	LED emergency light
LV	low voltage
mA	milliampere
MDT	mobile data terminal
MPa	mega-Pascal
NC	normally closed
NFPA	National Fire Protection Association
NGV	natural gas vehicle
NO_x	nitrogen oxide
NO	normally open
NTP	notice to proceed
OEM	original equipment manufacturer
OSI	Open Systems Interconnect
PA	public address
PMO	project management oversight
PPU	primary propulsion unit
PPU	prime power unit
PPV	price per vehicle
PRD	pressure relief device
psi	pounds per square inch
RF	radio frequency
RFI	radio frequency interference
RTC	real-time clock
SAE	SAE International, formerly the Society of Automotive Engineers
scf	standard cubic feet
SLW	seated load weight
SOC	state of charge
UL	Underwriters Laboratories
UNECE	United Nations Economic Commission for Europe
VDC	volts of direct current
Wh	watt-hours
VIN	vehicle information number

EXHIBIT C:

PROPOSALS FROM CREATIVE BUS SALES

Vehicle Class	Manufacturer Awarded
Class A Ford	Starcraft
Class A General Motors	Goshen
Class B Ford CNG	Starcraft
Class B Ford	Starcraft
Class B General Motors Diesel	Starcraft
Class B General Motors	Starcraft
Class C CNG Ford	Starcraft
Class C Ford	Starcraft
Class D (Minivan)	El Dorado
Class E 27 ft	El Dorado
Class E 32 ft	El Dorado
Class E 35 ft	Starcraft
Class EF 27 ft	El Dorado
Class EF 30 ft	El Dorado
Class EF 32 ft	El Dorado
Class F	Champion
Class G	Champion

EXHIBIT B

PRICE SHEETS

Seller shall invoice City for the two Buses in accordance with the Contract Documents at the rates set forth on the attached price sheets.



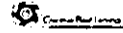
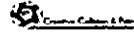
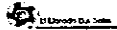
Paratransit Inc Joint Procurement Contract - 13-03

Contact:	Doug Scott		Type of Lift:	<input checked="" type="checkbox"/> Rear <input type="checkbox"/> Rear		
Agency:	City of Elk Grove		Lift Location:	<input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear		
Address:	8380 Laguna Palms Way		Seat Material:	<input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Cloth		
City, State, Zip:	Elk Grove, CA 95758		Seat Color:	Blue		
Phone:	(916) 627-3443 off (916) 207-4491 cell		Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No		
Fax:			Stripe Color:	One 5" White Stripe		
E-Mail:	dscott@elkgrovepd.org		Prepared by:	Jay H		
Quantity:	Manufacturer	Description	Base Selling Price	Mobility Rebate*	Ext. Price	ADA
1	Starcraft	Class C CNG Ford	\$85,781.00	-\$1,200.00	\$84,581.00	\$8,500.00
1	PPI	Truck and Body PPI 5/1/2015 2.61%			\$2,238.88	
Published Options						
4		Foldaway Seat	\$1,050.00		\$4,200.00	
1		"West Coast" Raised Floor	\$945.00		\$945.00	
1		34-36" Freedman Flip Seat	\$1,080.00		\$1,080.00	
8		Seat Delete Credit	-\$85.00		-\$680.00	
2		Additional Mobility Position (w/Tiedowns)	\$795.00		\$1,590.00	\$1,590.00
1		Locking Fuel Door (Gas or Diesel)	\$150.00		\$150.00	
1		Upgrade AC System - Thermo King SA 600	\$2,832.00		\$2,832.00	
4		Full Length "L" Track per Position	\$360.00		\$1,440.00	\$1,440.00
1		Intermotive Road Speed Limiter	\$975.00		\$975.00	
1		Sportworks Bike Rack	\$1,900.00		\$1,900.00	
1		Dialight LED Exterior Lights	\$1,100.00		\$1,100.00	
1		Dialight LED Interior Lights	\$850.00		\$850.00	
1		1 - 5" Reflective Stripe (White)	\$275.00		\$275.00	
1		Key Buses Alike	\$150.00		\$150.00	
1	PPI	Truck and Body PPI On Options Only 5/1/2015 2.61%			\$438.66	
1	MorRyde	Mor/Ryde Suspension	\$1,225.00		\$1,225.00	
1		Pre-Wire w/Ground Plane & Pull Wire	\$350.00		\$350.00	



Creative Bus Sales

13501 Barranca Avenue - Chino, CA 91710 800.326.2877



Paratransit Inc Joint Procurement Contract - 13-03

1	Custom Fuel Box w/De-Fueling Port, Kill Switch, Sherex 1000 & 3000	\$2,600.00	\$2,600.00	
	Unit - Base Price		\$88,019.88	
	Published Options		\$17,245.66	
	Non-Published Options		\$4,175.00	
	Total		\$109,440.55	\$11,530.00
	Doc Prep Fee		\$80.00	
	Delivery		\$0.00	
	Non-Taxable		\$11,530.00	
	Taxable Amount		\$97,990.55	
	Elk Grove Tax Total		\$7,839.24	8.000%
	Sub-Total		\$117,359.79	
	DMV Fee		\$29.00	Estimated
	Tire Fee		\$12.25	
	Total		\$117,401.04	
	Mobility Rebate*		-\$1,200.00	
	Balance Due (Per Unit)		\$116,201.04	
	Number of Units		2	
	Final Total (Due)		\$232,402.08	

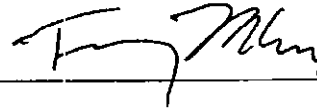
Delivery included up to 100 miles

EXHIBIT C

Certificate of Compliance With Labor Code § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

SELLER

A handwritten signature in black ink, appearing to read "Terry McCrea", written over a horizontal line.

Terry McCrea, Chief Financial Officer

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2016-025**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

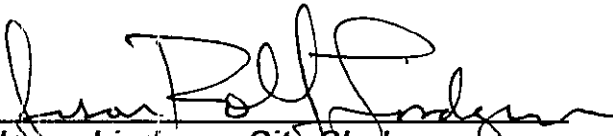
I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on February 24, 2016 by the following vote:

AYES : **COUNCILMEMBERS:** ***Ly, Detrick, Hume, Suen***

NOES: **COUNCILMEMBERS:** ***None***

ABSTAIN : **COUNCILMEMBERS:** ***None***

ABSENT: **COUNCILMEMBERS:** ***Davis***



**Jason Lindgren, City Clerk
City of Elk Grove, California**