

CalACT/MBTA

**Issue this Request for Proposal
For a Joint Procurement for
Accessible Transit/Paratransit Vehicles**

**RFP No. 15-03 Rev 9
Revised January 12, 2016**

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

NR 1. Purpose of the Procurement and Period of Performance

The purpose of this joint procurement is to procure Accessible Transit/Paratransit Vehicles. The Morongo Basin Transit Authority (“MBTA” or “Agency”) is the lead agency for the solicitation on behalf of the other participants in the joint procurement. These participants are either subrecipients of CalTrans or are members of the California Association for Coordinated Transportation (“CalACT”). Only those agencies that are listed in **Appendix C** will have the ability to purchase vehicles through this contract and the agencies have provided their needs for the term of the contract. Following contract award, the California Association for Coordinated Transportation (“CalACT”) shall provide all contract administration activities related to the joint procurement. However, the resulting Contract may only be modified or amended by written action of MBTA.

The initial period of performance shall be two years. The MBTA shall have the right to extend the period of performance for three (3) one-year options under the provisions of SP 3.

NR 2. Description of the Work to be Done

The Agency requests Proposals for the manufacture and delivery of accessible transit/paratransit vehicles under the joint procurement in accordance with the terms and conditions set forth in RFP No. 15-03. A single Contract will be executed by MBTA acting on behalf of the all participants. The participating agencies issue individual purchase orders against the basic contract as funding becomes available to the agencies during the life of the contract. The purchase orders would reflect the basic contract unit prices and reference the basic contract for other terms and conditions.

Specifically, the Agency is requesting proposals and pricing for the following types of buses: Cutaways, Minivans, Large Cutaway vehicles, Low Floor Cutaways, Trolleys and Specialty Transit Vehicles. Proposal due Date and Submittal Requirements

Proposals must be received by 11 a.m. on Friday, January 15, 2016

1. Sealed Proposals shall be “**hand delivered**” and submitted to following addresses:
Rutan and Tucker
General Counsel for Morongo Basin Transit Authority
611 Anton Boulevard, suite 400, Costa Mesa, California, 92626
Courier delivery will not be acceptable.

2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency's Proposal number and the solicitation title: RFP No. 15-03, Joint Procurement for Accessible Transit/Paratransit Vehicles.
3. Proposers are requested to submit to the Agency one hard copy marked "Original," and one (1) additional printed copy, and four (4) marked and labeled USB thumb drives, each containing an electronic PDF copy of the Proposal and all required Excel files and Buy America documents. Files are to be formatted to include Optical Character Recognition (OCR) so items can be searched. In case of any discrepancies, the hard copy shall be considered by the Agency 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.

Firms that intend to propose multiple vehicle manufacturer lines may consolidate their electronic responses into four (4) single high capacity drives provided that the media is labeled with Dealer/Manufacturer name, RFP 15-03" and the electronic files are organized into subfolders with file names by manufacturer and type of file.

Example: Main Folder named "Acme Bus," containing subfolders for "Acme Class A-C Proposal," "Acme Class A-C Price Worksheet," "Acme A-C Class Buy America Worksheet," "Acme Buy America Cost Documentation," "Acme Vehicle Information Worksheet" etc.

NR 3. Validity of Proposals

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

NR 4. Pre-Proposal Meeting Information

A Pre-Proposal Meeting shall be held on **October 8, 2015**. The meeting shall convene at 10:00 a.m. in the Valley Transportation CTSA's conference room, located at 229 W. Foothill Blvd, Suite 202, Upland CA 91786.

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 Agency.

Pre-Contract Contracting Officer's Contact Information:

Name: Mr. Joe Meer
Title: Director of Cooperative Purchasing Programs
Address: 62504 Verbena Road, Joshua Tree, CA 92252
Phone number: 760-366-2986
E-mail: joe@mbtabus.com
Fax number: 760-366-2445

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) and other sources of local and state public funding.

Signed and Dated for Posting

Signature/Title

Date

SECTION 2: INSTRUCTIONS TO PROPOSERS

IP 1. Background Information

This solicitation is a joint procurement for the manufacture and delivery of accessible transit/paratransit vehicles which may be ordered by CalTrans or its subreceptents and/or members of CalACT that have specifically entered into this joint procurement. Individual orders may include optional features, spare parts, training materials and manuals.

The resulting contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract, with specific minimum and maximum quantities for the total number of vehicles to be potentially ordered during the base contract period.

The minimum and maximum quantities established for the contract period are:

Minimum	1580
Maximum	5366

These figures represent the foreseeable needs of the listed Agencies shown on Appendix C. ONLY these firms shall be able to be order or assign vehicles from this joint procurement. Neither MBTA, CalACT nor any other participant guarantee any purchase beyond the minimum quantity for the base contract period. Orders shall be placed on an as-needed basis.

IP 2. Proposed Schedule for the Procurement

The following is the solicitation schedule for proposers:

- Pre-Proposal Meeting: **October 8, 2015 at 10:00 a.m.**
- Proposer communications and requests: **October 23, 2015 at 4:00 p.m.**
- Responses to Proposer's communications and/or Agency addenda: **November 13, 2015.**
- Proposals Due Date: **January 15, 2016 at 11:30 a.m.**

IP 3. Obtaining Proposal Documents

Proposal documents may be obtained from Morongo Basin Transit Authority electronically at www.mbtabus.com. 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.

IP 4. Proposal Security Requirements – None

IP 5. Pre-Proposal Meeting/Information for Proposers

A Pre-Proposal Meeting shall be held on Thursday, October 8, 2015. The meeting shall convene at 10:00 a.m. in the Valley Transportation CTSA's conference room, located at 229 W. Foothill Blvd, Suite 202, Upland CA 91786. 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.

IP 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 its 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.

IP 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. 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.

IP 8. 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 DBE Approval Certification that it has submitted a goal to the Federal Transportation Administration (FTA) and it has not been disapproved. In addition, TVMs are to submit to grantees a copy of their FTA approval letter along with the TVM certifications.

IP 9. 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.

IP 10. 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.

IP 10.1 Address

All protests must be addressed as follows:

- Agency Contact: Mr. Joe Meer
- For U.S. Mail, special delivery or hand delivery:
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

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 Mr. Joe Meer, General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, CA 92252, 760-366-2986. 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.

IP 10.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Three 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.

IP 10.3 Protests on the Recommended Award

All proposers shall be notified of the recommended award. 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. Three (3) 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 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.

IP 10.4 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.

IP 11. Preparation of Proposals

IP 11.1 Use of Proposal Forms

Proposers are advised that the forms contained in this RFP are required to be used for submission of a Proposal.

IP 11.2 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.

IP 11.3 Proposal Format Requirements

Proposals shall be submitted in four separately sealed packages identified below. In this case, the contents of Package 1, Package 3 and Package 4 may be “combined” into a single package and can be placed in a single binder. 3 ring binders to be used marked with Proposers name, Manufacturer and Line Item bid on cover and spine of folder. 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. Price Worksheet (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 initial contract term. Contractors are prohibited from offering any parts credits, rebates, etc. following Contract award.

The Proposer is required to complete and execute the Agency's 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.

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 manufacture 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(s) for insurance, indicating the manufacturer and/or 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
7. Copy of the FTA's letter of the TVM's DBE goal showing either approval of the DBE goal or not disapproval.

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.

The Proposer is advised that the Agency is 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 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 from any legal action arising from such a declaration.

IP 11.4 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 Agency’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the 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.

IP 11.5 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.)

IP 11.6 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.

IP 11.7 Cost of Proposal Development

This RFP does not commit the Agency 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.

IP 12. 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.

IP 12.1 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 Selection Committee and Evaluation Team and other Agency officials, employees and agents having a legitimate interest shall be provided access to the Proposals and evaluation results during this period.

IP 12.2 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.

IP 12.3 Evaluation Committee

An Evaluation Committee, which shall include officers, employees and agents of the Agency and/or other participating agencies, 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, if any, that may be awarded the Contract.

The Evaluation Committee may report its recommendations and findings to the appropriate Agency individual or body responsible for awarding the Contract.

IP 12.4 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 which 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 Agency’s 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 should 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, and cannot be made 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.
 - 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 confirmed 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 Agency 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
<u>NON-COST FACTORS (60%)</u>	
Proposer Qualifications and Requirements:	
Past Performance information gathered through a survey of CalACT members	15 Points
Quality Assurance Procedures	10 Points
Warranty Provisions and Warranty Administration Plan*	15 Points
Customer Service and Parts Support	15 Points
Proposer and Manufacturer Qualifications and Experience	<u>5 Points</u>
Total Non-Cost Factor Points	60 Points
<u>COST FACTORS (40%)</u>	
Price Sheet- Base Models	25 Points
Price Sheet- Option Features	<u>15 Points</u>
Total Cost Factor Points	40 Points
Total Possible Points	100 Points

As noted, pricing will be scored on a basis of 40 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 25 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 optional features.

*Proposer meeting “Minimum Standards” for warranty provision as per WR 1.1.1 will receive 10 points. Proposers submitting a “Superior Warranty” and exhibiting a demonstrated ability to service this element will receive 15 points. Note: Purchasing agencies have the right to examine and evaluate the warranty submissions in greater detail in order to substantiate procurement decisions.

IP 12.5 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 may 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 Agency shall choose the Proposal that it finds to be most advantageous to the Agency, based upon the evaluation criteria.

IP 12.6 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 Agency inquiry of Proposer’s references and its own knowledge of the Proposer.

2. **Detailed evaluation of Proposals and determination of Competitive Range.** The Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency to discuss answers to written or oral questions, clarifications and any facet of its Proposal. In the event that interviews and discussions are held, these interviews and discussions may be scored. MBTA 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.** The Agency reserves the right to conduct factory visits of the Proposer’s facilities and/or the facilities of major sub-suppliers included in the Proposal.
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 MBTA 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 Agency according to the same requirements and criteria as the initial Proposals, (“Proposal Selection Process”). The Agency 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 Agency and considered according to the relative degrees of importance of the criteria defined in “Proposal Selection Process.”

The Agency shall then choose the Proposal(s) that it finds to be most advantageous to the Agency, 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. 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 Agency 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.

IP 13. Response to Proposals

IP 13.1 Single Proposal Response

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

IP 13.2 Availability of Funds

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

IP 13.3 Agency Contract Approval Process

Following completion of the evaluation process, firms being considered for award shall show compliance with the FTA Pre-Award Buy America requirements. **Refusal to provide the required information shall result in the immediate elimination of the specific manufacturer(s) for award consideration.** This required 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, MBTA 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. **Once the Buy America Pre-Award audit is completed, MBTA and/or its reviewers shall return all provided information. Copies of the data shall not be kept.**

Once compliance with the Buy America requirements is verified, the Agency shall prepare a written recommendation for contact award(s) to the recommended firm(s). This recommendation shall then be presented to the Agency General Manager and/or Board of Directors for approval.

IP 13.4 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 the Agency.

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 Agency, considering price and other evaluation criteria. The Agency 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 Agency.

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

IP 13.5 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.

IP 14. Conflicts of Interests and Gratuities

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing 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.

IP 15. Agency-Specific Provisions

IP 15.1 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 multiple types of vehicles that shall be competed separately and assembled into a listing of vehicles after award. The selected contractors shall accept purchase orders directly from the users. Each purchase order shall incorporate the base contract and all terms and conditions. The intent is to reduce the cost and effort needed to order these vehicles in order to make the funds and equipment available to increase services available to transit organizations.

IP 15.2 Roles of the Parties for this Solicitation

The Morongo Basin Transit Authority (“MBTA”), a member of the California Association for Coordinated Transportation (“CalACT”), is the lead agency role for the joint procurement for Accessible Transit/Paratransit Vehicles.

The specific roles and obligations of the MBTA and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by the parties. For the purposes of this solicitation, the arrangement entered into by the MBTA and CalACT shall hereinafter be referred to as the “Cooperative.” As a general matter, MBTA staff, consultants, and counsel shall be responsible for the development of RFP solicitation documents, the technical product specifications and the awarding of vehicle contracts on behalf of the Cooperative. After the vehicle contract is awarded, CalACT shall be responsible for providing participating agencies with the ordering instructions and forms required to insure compliant purchasing, solicitation documentation required for the agency’s files, collecting fees, and the general administration of the vehicle contract. Participating Agencies must contact CalACT-MBTA to secure formal letters of assignment prior to execution of any orders.

SECTION 3: GENERAL CONDITIONS

GC 1. Definitions

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

Agency: Morongo Basin Transit Authority (MBTA). Any contract modification involving the base contract shall be issued by MBTA. The term Agency shall also refer to any Agency which is a party to the joint procurement and that places a purchase order under the joint procurement.

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 Agency as manifested by the Contract documents specified in "Section 10: Contract."

Contracting Officer: The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein. For this solicitation, the Contracting Officer prior to Contract award is the authorized representative of MBTA. The Contracting Officer for administration of the contract following Contract award is the authorized representative of CalACT. Each order placed shall also designate a Contracting Officer for the Agency placing the order.

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

Cooperative: Term used to describe the relationship between MBTA and CalACT 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 1: 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 between multiple local government entities and/or CalTrans or its subrecipients with multiple vendors 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, an agency must be a listed member of the joint procurement shown in Appendix F.

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 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 Agency providing units, components or subassemblies for inclusion in the bus that is 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.

GC 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 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.

GC 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 Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

GC 4. Inspection, Testing and Acceptance

GC 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 Agency tests defined in "Post-Delivery Tests." If the bus passes these tests or if the Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the 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 Nonacceptance" have been carried out and the bus retested until it passes. Acceptance occurs earlier if the Agency notifies the Contractor of early acceptance or places the bus in revenue service. .

GC 4.2 Risk of Loss

The 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 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.

GC 5. Title and Warranty of Title

Adequate documents for registering the bus in California shall be provided to the Contractor not less than ten (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 Agency free and clear of all encumbrances.

GC 6. Intellectual Property Warranty

The Agency shall advise the Contractor of any impending patent suit related to this Contract against the Agency and provide all information available. The Contractor shall defend any suit or proceeding brought against the 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 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 the 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 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.

GC 7. Data Rights

GC 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 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 Agency to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Agency has the right to reverse engineer patented parts and software.

The 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.

GC 7.2 Access to Onboard Operational Data

The 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.

GC 8. Changes

GC 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 Contracting Officer. 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.

GC 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.

GC 9. Legal Clauses

GC 9.1 Indemnification

GC 9.1.1 The Contractor shall, to the extent permitted by law: (1) protect, indemnify and save the Agency 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 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 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 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 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 Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

GC 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 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.

GC 9.2 Suspension of Work

GC 9.2.1. The 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.

GC 9.2.2. 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 Agency.

GC 9.2.3. 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 Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

GC 9.3 Excusable Delays/Force Majeure

GC 9.3.1. If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the 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 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.

GC 9.3.2. 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.

GC 9.3.3. The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the 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 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.

GC 9.3.4. No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the 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 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 Agency shall make its determination within thirty (30) calendar days after receipt of the application.

GC 9.4 Termination

GC 9.4.1. Termination for Convenience

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 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 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 Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated 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 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 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.

GC 9.4.2. Termination for Default

The 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 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 Agency shall be at the Contract price. The 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.

GC 9.5 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 between the Agency 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.

GC 9.6 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 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.

GC 9.7 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 Agency purchasing the Vehicles is located.

GC 9.8 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.

GC 9.9 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 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 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 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 Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the 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.

GC 9.10 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 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.

Upon a request for records from a third party regarding the Contract, the 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 Agency’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the 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 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.

GC 9.11 Conflicts of Interest, Gratuities

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

GC 9.12 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.

GC 9.13 Amendment and Waiver

GC 9.13.1. 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 Agency and Contractor, and specifically referencing this Contract.

GC 9.13.2. 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.

GC 9.14 Remedies not Exclusive

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

GC 9.15 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.

GC 9.16 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.

GC 9.17 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.

GC 9.18 Assignment of Contract

Neither party shall assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract shall be effective until approved in writing by the other party. Contractor accepts that the right to Purchase may be reassigned by the original agency identified in the Joint Procurement to unlisted parties.

GC 9.19 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 Agency.

GC 9.20 Survival

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the 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”

GC 10. Agency-Specific Provisions – Not Used

SECTION 4: SPECIAL PROVISIONS

SP 1. Authorization to Use the Joint Procurement Contract

The use of the Joint Procurement contract shall be restricted to the agencies listed in Appendix “C” which includes CalTrans and its subrecipients, other publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services. All buses ordered under the joint procurement contract shall be delivered and accepted within a one-year period.

SP 2. Assignability

MBTA reserves the right to assign the ability to use the Procurement to any other grantees of FTA funds in accordance with FTA Circular 4220.1F or successor circulars. These grantees shall be CalTrans subrecipients or to members of CalACT geographically located within the State of California. A letter of Assignment shall be issued by either MBTA or by CalACT acting for MBTA under the terms of their Cooperative Purchasing Agreement. MBTA reserves the right to withhold assignments at its unilateral discretion. Each Assignment shall be valid for a one-year period. All buses ordered under that Assignment shall be delivered and accepted within that one-year period.

SP 3. Period of Performance

The initial period of performance shall be two (2) years. MBTA shall have the right to extend the period of performance for three (3) one-year options. **The three (3) one-year option periods are a unilateral right that shall not be refused by the Contractor.** Subject to the Agency’s right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under the initial Contract. The Agency may exercise the Options by written notice to the Contractor (“Notice of Exercise of Option”) at least ninety (90) days prior to the expiration of the initial period of performance.

In the event that these option is exercised, the pricing for each option period shall be established per the provisions of SP 5.3, Price Validity for Option Periods.

SP 4. Procurement Fee

A procurement fee of 1.5% of total pre-tax price per vehicle, up to \$20,000 per transaction shall be paid by the Contractor(s) to the Cooperative each month based on activity on this contract. This fee shall be shown as a separate line item on the invoice to the Agency ordering the vehicles. It shall be payable to the Cooperative within thirty (30) days of delivery to agencies.

Contractors shall also supply monthly activity reports showing all orders and payments to the Cooperative. This activity may be audited. The Cooperative may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate of 10% of the procurement fee that is due. MBTA reserves the right to unilaterally change these fees at any time by giving written notice to the contractor.

Failure to report shall also be seen as failure to perform the contract and may lead to corrective action up to and including Termination for Default.

SP 5. Pricing

SP 5.1 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.

SP 5.2 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 initial 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 initial two-year contract term.

SP 5.3 Vehicle and Optional Feature Pricing for Option Periods

Subject to the provisions of SP 5.5 Price Adjustments, the price of the vehicles and of the optional features for each option period 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.

SP 5.4 Prohibitions

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

SP 5.5 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 Cooperative. The documentation of such factors shall be provided by the dealer. Should the Cooperative not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed by the Cooperative's purchasing schedule upon the responsible dealer's request.

For Ordering Agencies that are not eligible for manufacturer's Government Price Concessions, the Contractor may make additional charges for any additional amount only offset by any other concessions or credits applicable to the price of the bus, identifying this is the proposal made to the ordering agency and providing supporting documentation.

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.

SP 6. Ordering Procedures

Agencies that are members of the joint procurement and that are using federal funds to place orders under this Schedule shall follow the following procedures:

1. The Agency shall develop a requirements list showing all optional features, if any, that are required. In addition, the 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 Agency shall issue a request for delivery schedule to Contractors for at least three of vehicles listed on the Schedule. (If there are fewer than three vehicles listed, the Agency shall obtain this information for the maximum number of vehicles available.) The RFQ shall list any other additional information that is required. It shall also note how information shall be evaluated and the deadline for submittal.

3. Following receipt of the information, the Agency shall evaluate the submittals according to the evaluation criteria and select the quote that represents the offer that is most advantageous to the Agency when all factors are evaluated.
4. The recommended firm shall receive a written Order Confirmation form from the Ordering Agency. This form shall indicate:
 - a. Itemized list of all vehicles, parts, etc. being ordered and prices
 - b. Designated delivery point
 - c. Delivery due date.
5. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued by the agency.
6. All eligible orders must provide a quote from the selected Dealer or Manufacturer that provides at a minimum the following information:

Vehicle Type-provide description that includes make, model, vehicle class, propulsion type and capacity
Full and legal Ordering Agency Name as it will appear on the Assignment
Contact at Ordering Agency (including email, title, mailing address, phone number).
Provide additional name if your contact is not the person that will receive the Assignment Letter.
Sales person
Quantity ordered-quote is to reflect entire and complete bus order, and is not per bus
Price of all options
ADA eligible Items identified for sales tax exemption
Published and Non Published Options are to be listed separately
Total Price of Bus subject to the procurement fee
Doc Fee
Sales Tax
Procurement Fee
Delivery fee with expected delivery date
Date of Order

All quotes from the contractor must be written using the same format and approved by the Cooperative prior to first order. Any changes to the order by the buyer or seller after receipt need to be sent to the Cooperative. All buses ordered must be compliance with contract including but not limited to the buyer being a current member of CalACT. Questions about

buyer eligibility to purchase from the contract need to be sent to the Cooperative for verification. Any change orders made to the initial purchase order are to be communicated as soon as possible to the Cooperative.

SP 7. Inspection, Testing, Acceptance and Repairs

SP 7.1 First Article Inspection

At the sole election of MBTA and CalACT, the Agency may conduct an on-site inspection 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 vehicle is being called a First Article bus and it shall serve as a standard for the units that follow as ordered. 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 Cooperative in writing. The First Article bus is to be available for inspection either at the point of delivery or at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from the Cooperative. If the inspection is held at the manufacturing facility, the Contractor shall pay travel expenses and \$50 per day per diem for one (1) Cooperative representative. Additionally, the Contractor may be required to pay a flat rate up to a total of \$1500 per vehicle for one (1) independent inspection consultant per vehicle to be invoiced by the Cooperative.

SP 7.2 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.

SP 7.3 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 Contractor's 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.

SP 7.4 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.

SP 7.5 Delivery Inspection, Post-Delivery Tests and Acceptance

Upon delivery of the Vehicle at a 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.”

SP 7.6 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
- Post Delivery Buy America documentation if different from the Post Delivery Buy America audit conducted under SP 7.1. **Must accompany or precede bus delivery. These are to be marked and placed in a separate envelope for each and every delivery for the specific bus ordered by the participating agency.**

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.

SP 7.7 Repairs after Non-Acceptance

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

SP 8.

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.

SP 9. 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. Any additional requirements involving vehicle registration such as listing of lien holders shall be provided by the ordering Agency and included in the Order Confirmation form. 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 Agency's Acceptance of each bus.

SP 10. 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 thirty (30) 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 thirty (30) 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 thirty (30) 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.

SP 10.1 Invoices

Contractor shall submit invoices for all Vehicles, Spare Parts, and all equipment and other items purchased under this Contract to the Agency thirty (30) calendar days prior to each delivery. Payment shall be within 30 days after Acceptance of each item. Proforma invoices shall be acceptable.

SP 10.2 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).

SP 11. Delivery Schedule

The Contractor shall deliver all buses on or before the delivery date contained in the Order Confirmation issued by each ordering agency or if not specified, the minimum delivery standards specified in this section. The Order Confirmation shall also indicate the point of delivery as well as days and hours of delivery.

Minimum Delivery Standard: Delivery of the vehicles shall be completed within 180 calendar days for Class A,B,C,D, F, G, M and V and within 270 days for Class E and T after issuance of purchase orders by the Cooperative's participants. For alternative fueled vehicles delivery is extended an additional 90 days. If the delivery is delayed because of strike, injunctions, governmental controls, or any cause or circumstances beyond the reasonable control of the manufacturer, supplier or contractor, the time of completion of delivery may be extended upon written request from the proposing firm and approval by the Cooperative and the ordering agency. The request for extension must include detailed justification for the length of the time extension.

The Contractor may offer an alternative delivery date identifying this in its proposal to each participant . Liquidated damages to be assessed based on the revised delivery schedule.

SP 12. 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.

SP 13. Service and Parts

SP 13.1 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. The Contractor must identify in its proposal that it has the resources and experience to service a contract of this scale. Physical service centers with the proximity and the technical capacity to serve the Cooperative's statewide participants are to be identified. Alternatively, if a proposer intends to utilize a subcontractor to provide service and warranty the proposed subcontractor must be identified in the bid. A letter documenting the manufacturer's approval and authorization of the proposed service provider to perform service and warranty repairs for this contract, along with a letter from the subcontract service provider agreeing to perform the proposed service and warranty requirements, must be submitted with the bid. The Cooperative reserves the right to

evaluate and approve the subcontractor's technical capacity to adequately serve a contract of the size and scope anticipated for this procurement.

SP 13.2 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.

SP 14. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor shall submit either a manufacturer's FMVSS self-certification 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.

SP 15. 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.

SP 16. 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 Agency, 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 Agency's Contract Administrator.

SP 17. Buy America Post-Delivery Audit

Prior to delivery of the first vehicle, the Contractor shall provide documentation or access to 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 for the Pre-Award Buy America audit. The Agency shall not retain a copy of any audit documentation that is provided.

SP 18. 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 base year of the Contract, MBTA shall consider changes such as product improvements on a case-by-case basis. MBTA'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, MBTA shall consider a substitute product on a case-by-case basis. No substitutions are to be not without the express written consent of MBTA. MBTA'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 MBTA.

SP 19. 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

FR 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:

FR 1.1 Local Governments

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the 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.

FR 1.2 State Governments

In accordance with 49 CFR 633.17, the Contractor agrees to provide the 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.

FR 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 Agency requests that would cause the 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 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.

FR 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.

FR 4. Civil Rights Requirements

The following requirements apply to the underlying Contract:

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.
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.

- 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.

FR 5. No Government Obligation to Third Parties

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

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

FR 6. Program Fraud and False or Fraudulent Statements or Related Acts

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.
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.
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.

FR 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 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.

FR 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)).

FR 9. Prompt Payment to Subcontractors

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, the Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty days (30) days after receipt of each Progress Payment received from Agency. The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within thirty (30) days after the Subcontractor’s work is satisfactorily completed. Any delay of payment beyond the thirty (30) day time limit shall be only for good cause, and only upon the prior written approval of Agency.

FR 10. Clean Water Requirements

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.
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.

FR 11. Clean Air Requirements

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.
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.

FR 12. 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.

FR 13. 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.

FR 14. 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:

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

FR 15. 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:

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

FR 16. 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.

FR 17. 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.

FR 18. Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any 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.
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.
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.

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.

FR 19. 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

TS 1. GENERAL

Technical specifications define requirements for accessible transit/paratransit vehicles are contained in Appendix A-1 through A-7 which are attached..

SECTION 7: WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 1.1 Warranty Requirements

WR 1.1.1 Contractor Warranty/Minimums

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.

Minimum Standards:

The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 60,000 miles. This warranty includes any failure as a result of frame alterations to lengthen the chassis for a Type C. This would include but not limited to frame, drive lines, brake lines and fuel lines that are altered as a result of the chassis stretch.

Contractor to provided standard OEM and supplier warranties for chassis, engine, wheelchair lifts or ramps and climate control systems and CNG conversions describing these on the vehicle information sheets and as submissions on the proposal.

WR 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.]**

WR 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.]

WR 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.]

WR 1.1.5 Emission Control System (ECS)

The Contractor warrants the emission control system for 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
- components identified as emission control devices

WR 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		

WR 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.

WR 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 Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

WR 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 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.

WR 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 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 Agency to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the 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.

WR 1.3.2 Superior Warranty

The Contractor shall pass on to the Agency any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the 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.

WR 1.4 Fleet Defects

WR 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 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.

WR 1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to 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.

WR 2. Repair Procedures

WR 2.1 Repair Performance

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the 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.

WR 2.2 Repairs by the Contractor

If the 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 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.

WR 2.3 Repairs by the Agency

WR 2.3.1 Parts Used

If the 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 Agency may use Contractor-specified parts available from its own stock if deemed in its best interests.

WR 2.3.2 Contractor-Supplied Parts

The Agency may require that the Contractor supply parts for warranty-covered repairs being performed by the 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.

WR 2.3.3 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.”

WR 2.3.4 Failure Analysis

The Contractor shall, upon specific request of the 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.

WR 2.3.5 Reimbursement for Labor and Other Related Costs

The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate per hour, which shall include fringe benefits and overhead adjusted for the 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 Agency’s service garage at the time the Defect correction is made.

WR 2.3.6 Reimbursement for Parts

The 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.

WR 2.3.7 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 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 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.

WR 2.4 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the 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.

WR 2.4.1 Warranty Processing Procedures

The following list represents requirements by the Contractor to the 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

WR 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.

WR 2.6 Return of Parts

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

- bus number and VIN
- claim number
- part number

WR 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.

WR 2.8 Reimbursements

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

SECTION 8: QUALITY ASSURANCE

QA 1. Contractor's In-Plant Quality Assurance Requirements

QA 1.1 Quality Assurance Organization

QA 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.

QA 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.

QA 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.

QA 1.2 Quality Assurance Organization Functions

QA 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.

QA 1.2.2 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.

QA 1.2.3 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.

QA 1.2.4 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.

QA 1.2.5 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.

QA 2. Inspection

QA 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.

QA 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.

QA 2.2.1 Resident Inspector's Role

The Agency may be represented at the Contractor's plant by resident inspectors, as may be required by FTA. Resident inspectors may be Agency employees or outside contractors. The 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 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."

QA 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 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.

QA 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.

QA 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.

QA 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 Agency's inspector(s) and any other Agency representatives during the course of the Contract.

QA 3. Acceptance Tests

QA 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 Agency after the buses have been delivered.

QA 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 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.

QA 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.

QA 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.

QA 4. Agency-Specific Requirements

QA 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 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: FORMS AND CERTIFICATIONS

CER 1. Proposer’s Checklist

RFP No. 15-03, Joint Procurement For Accessible Transit/Paratransit Vehicles	
Package 1: Technical Proposal (Note: Package 1, 3 and 4 may be combined into one submittal.)	
<input type="checkbox"/>	1. Letter of Transmittal
<input type="checkbox"/>	2. Acknowledgement of Addenda
<input type="checkbox"/>	3. Contractor Service and Support Data
<input type="checkbox"/>	4. Vehicle Questionnaire
<input type="checkbox"/>	5. Manufacturing facility plant layout including description of work by station
<input type="checkbox"/>	6. Warranty Provisions and Warranty Administration Plan
<input type="checkbox"/>	7. Quality Assurance Program
Package 2: Price Proposal (Package 2 must be a separate sealed submittal.)	
<input type="checkbox"/>	1. Letter of Transmittal
<input type="checkbox"/>	2. Pricing Schedule (including option bus features)
Package 3: Qualifications Package	
<input type="checkbox"/>	1. Pre-Award Evaluation Data Form
<input type="checkbox"/>	2. Authorized Factory Dealer Confirmation
<input type="checkbox"/>	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
<input type="checkbox"/>	4. Letter for insurance
<input type="checkbox"/>	5. Proposal Form
<input type="checkbox"/>	6. Required Certifications
<input type="checkbox"/>	7. FTA approval letter required for TVMs
Package 4: Proprietary/Confidential Information Package¹	
<input type="checkbox"/>	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.	

CER 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.” Please submit the document electronically with separate files for clarifications on the contract and each bus type. File names should describe the category of request made.

Morongo Basin Transit Authority

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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:

CER 3. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive 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

CER 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:

CER 5. Price Worksheet

The Price Worksheet is contained in a separate document that is an Excel Spreadsheet. Each Proposer is to complete the appropriate spreadsheet tabs, 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 NR 3, Proposal Date and Submittal Requirements.

CER 6. Pre-Award Evaluation Data Form

Instructions: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

Morongo Basin Transit Authority
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<p>1. Name of firm:</p> <p>2. Address:</p> <p>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>4. Date organized: State in which incorporated:</p> <p>5. Names of officers or partners:</p> <p>a. b. c. d.</p> <p>6. How long has your firm been in business under its present name?</p>
<p>7. 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>8. 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>9. 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>10. 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</p>

personnel.	
The undersigned certifies to the accuracy of all information:	
Name and title:	
Company:	

Authorized signature	Date

CER 7. Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

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:	
<hr/>	
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:	
<hr/>	
Authorized signature	Date

CER 1.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

- The Proposer, **[insert name]**, 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 or 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 § Sections 3801 are applicable thereto.

- **Executed in [insert city and state].**

Name:

CER 1.3 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 neither 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

CER 1.4 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 _____
I, _____, 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)
is/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
commission expires

My

Seal

CER 1.5 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. 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.
2. 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).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, 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 TRUTHFULNESS 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

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, “Disclosure Form to Report Lobbying,” if applicable.

CER 1.6 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5323(c) and FTA’s implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an “X.”

1. _____ 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.

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

3. _____ The vehicle is a new model and 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:

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Authorized signature

Date

CER 1.7 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 it has submitted a goal to Federal Transit Administration and it has not been disapproved.

Name and title of the proposer's authorized official:

Authorized signature

Date

In addition, TVMs are to submit a copy of their FTA approval letter along with the above TVM certification.

CER 1.8 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

CER 1.9 Proposal Form

NOTE: The following is an example of a Proposal form to be modified as appropriate by the Agency and included in the RFP.

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to MBTA in response to Request for Proposal No. 15-03: Joint Procurement for Accessible Transit/Paratransit Vehicles in its entirety.

Proposer:

Street address:

City, state, ZIP:

Name and title of Authorized Signer(s):

Name and title of Authorized Signer(s):

Phone:

Authorized signature

Date

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Authorized signature

Date

CER 1.10 Notice of Award

By execution below, Morongo Basin Transit Authority accepts Proposal as indicated above.

Contracting officer:

Authorized signature

Date

CER 8. Vehicle Questionnaire/Buy America Worksheet and Instructions (Attached)

The Vehicle Questionnaire and Buy America Worksheet are attached and are Excel Spreadsheets. Each Proposer is to complete the appropriate spreadsheet tabs, 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 NR 3, Proposal Date and Submittal Requirements. This form must be completed and included in the Technical Proposal.

SECTION 10: CONTRACT

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 Conditions," 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 Contractor Proposal)
6. Addenda
7. RFP No. 15-03

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.

2. Compensation

The Price Worksheet 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.

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 two (2) years after the effective date of the Contract, upon receipt of the NTP.

4. Contract Type

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. The minimum and maximum quantities established for the contract period are:

Minimum	1580
Maximum	5366

These figures represent the foreseeable needs of the listed Agencies shown on Appendix “C”.
ONLY these firms shall be able to be order or assign vehicles from this joint procurement.
Neither MBTA, CalACT nor any other participant guarantee any purchase beyond the minimum quantity for the base contract period. Orders shall be placed on an as-needed basis.

5. 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:

To Agency:
Mr. Joe Meer, General Manager
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

[Insert Contractor name, address and point of contact]

6. Entire Agreement

This Contract constitutes the complete and entire agreement between the Agency 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	_____ Agency name
_____ Signature of authorized official	_____ Signature of authorized official
_____ (Print or type name and title)	_____ (Print or type name and title)

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Date

Tax ID number

Date

Approved as to form by:

Insert name and title

Attachment 1 - Pricing Schedule

[INSERT PRICING SCHEDULE]

SECTION 11: APPENDIXES

Appendix -A-1 through 7: **Vehicle Specifications (Attached Separately)**

Appendix B: **Visual Inspection and Road Test Forms**

Guide for Inspection: Coach _____
 Manufacturer _____

The Following Items Should Be Inspected Coach _____
 Number _____

on Every Coach of Each Order 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 junction boxes	Inspect for loose or stretched wires	Pass/Fail		
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		

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SAMPLE ROAD TEST SHEET

Guide for Inspection:

Coach
 Manufacturer_____

The Following Items Should Be Inspected

Coach
 Number_____

on Every Coach of Each Order

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	Pass/Fail		

		40 mph, check coverage, parking position, and wiper frequency			
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass/Fail		
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

Appendix C Participants List (See Embedded PDF Document)



Participants List RFP
15-03 FINAL.pdf

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Appendix E, Supplemental Buy America Instructions (Attached)

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
– 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
NOx	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



**VEHICLE SPECIFICATIONS
ACCESIBLE PARATRANSIT VEHICLES**

**ATTACHMENT A-1
(Rev 3)**

**Morongo Basin Transit Authority
Lead Agency for the
California Association for Coordinated Transportation
Vehicle Purchasing Cooperative**

October 2015

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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: 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 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 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 thumb drive) 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	A** Ford T350	B Ford E350/ 450	B GM 4500	B- CNG Ford E450	C Ford/ E450 GM 4500	C-CNG Ford E450
SPECIFICATIONS								
Number of Wheelchair Positions	2	2	2	2	2	2	2	2
Minimum Seat Positions-Rear Lift	8	8	8	12	12	12	16	16
Minimum Seat Positions-Front Lift	7	7	7	11	11	11	14	14
Minimum OEM Gross Vehicle Weight rating in lbs.	11,500	12300	10,360	12,500	14200	14500	14,500	14,500
Wheel Base (Inches)	138	139	138	158	159	158	176-190	176-190
Minimum Entrance Door Height (Inches)	72	75	72	75	75	75	75	75
Minimum Clear Door Width (Inches)	27	27	27	30	30	30	30	30
Front Lift	30	30	30	30	30	30	30	30
Rear Lift								
Minimum Engine Size-Gas(Liters)	6.8	6.0	3.7	6.8	6.0	6.8	6.8	6.8

*** Class

* One wheelchair position required for Class A front lift

** "Transit Chassis" conversion

**** All dimensions are +/- .5" to allow for differentiation in tolerances

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.

- 4.11 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.
- 4.25 CNG/PROPANE: When available engine to be equipped with gaseous fuel prep package. 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
 - f) De-Fueling Port.
 - g) Solenoid cylinder valves to have individual fuse protection
 - h) Wire harness to have IEC IP67 rating.

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 PROPANE: For propane option, the engine shall be a dedicated propane system with the following specifications:

1. OEM Approved Alternative Fuel Supplier that maintains OEM Warranty.
2. Dedicated liquid injection with 41 plus usable gallons.
3. 6.8L V-10 (or approved equal) with hardened valve/seats – “alternative fuel package”
4. System must work with existing OEM diagnostics/OEM PCM. A separate controller will not be accepted.
5. EPA & CARB certified and meet all FMVSS, NHTSA and NFPA58 regulations.
6. Fuel tank must be packaged in same location as gas tank that is removed and must meet all ground plane clearance.
7. Fuel tank shall be designed for propane autogas with 41 plus usable gallons and shall mount using OEM hardware and bracket. Fuel fill shall be protected from weather.
8. System to be sourced from Manufacturers QVM Approved System Developer.
9. To be installed by Manufacturers QVM Approved Alternative Fuel Installer.

4.4 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.

4.5 BRAKES: Dual hydraulic power-assisted system with four wheel disc-type brakes. A foot operated parking brake shall be supplied with a warning light on the dashboard. .

4.6 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.

4.7 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.

4.8 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.

4.9 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 or stainless valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.

4.9 TIRES: Seven matching 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 shall be mounted to the wheel shall be secured inside the vehicle and shipped and delivered with the vehicle unless optional spare tire carrier is selected (carrier not available and does not apply to Class A vehicles).

- 4.95 **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 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.
- 5.21 **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 or vinyl covered wood). 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.
- 5.22 **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 Highlock shall be installed. **(Inpower fast idle for Ford Transits)** 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.

5.23 **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) The lamps shall be constructed with a single piece lens with the cavity seal accomplished via a potting process, a welded lens to the housing construction or a connector fastened through the body of the light is not allowed.
- d) 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.
- e) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.
- f) Center mounted LED light will be provided and mounted above rear window.
- g) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- h) 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.
- i) Vehicle shall be equipped with LED rear center brake light.

5.24 **BATTERIES:** Each vehicle shall have two maximum capacity chassis 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.

- 5.25 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 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. **OEM installation for batteries is acceptable for Ford Transits.**
- 5.26 GROUNDS: Three added grounds shall be installed on the vehicle; all shall be # 0 gauge. 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. .
- 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
- c. Speedometer
- e. 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 1¼" 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.

- 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 **unless fastened onto backing plates or secure fastening points**. 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 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 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.
- 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 MBTA 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, stanchions, 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 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 USSC G2E or Recaro LX-S (or approved equal) as standard equipment. Proposer to identify which seat model is to be standard issue and offer option price or credit for the other. 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. OEM Driver seat acceptable for Transit 350, recovered in Docket 90 compliant upholstery.

- 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 covering..
- 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.

- 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 8.5" 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. 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.
 - 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.
- 6.21 **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 or punched 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. **OEM Standard Driver entry with built in step acceptable for Ford Transit 350.**
- 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, drivers side window, rear fixed window forward of entrance door and entry door windows to be 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 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. Exterior paint shall be high quality, VOC compliant and match the OEM paint of the chassis cab. 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 underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated per QVM requirements or equivalent, 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.
- 6.91 **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.
- 6.95 **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 bus to be equipped with TransAir TA 712 Super with TA 71 Evaporator, SM 2CL Condenser, 10 CID Compressor, American Cooling Technology (ATC) ACT-40HD System, 10 CID Compressor, EZ 4 Evaporator and CS 2 Condenser or MCC 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 equal to or better than Trans/Air TA 73 Evaporator, SMC3L Condenser, 13 CID Compressor or **ACT 532/21** compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser or MCC model AC- 813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM- 3 Condenser or ACT-532/21 using, EZ-5 evaporator, with 13 CID compressor and CS-32 condenser. Passenger area air conditioning system shall utilize a minimum #16 (7/8" ID) suction hose to lower system pressures and maximize compressor life. 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. 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 **C or 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.

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 35,000 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:** A Braun Century or approved equal, will be installed in front of the rear axle or behind the rear axle.

- . Lifts installed in the rear position will have front pumps for ease of service. The lift shall include a mechanism to ensure stowage and securement.

- 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.

7.3 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 or fiberglass or aluminum interior and exterior material. Aluminum structure is allowed if finished product appears consistent in appearance with the sidewall construction of the bus. 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.

7.5 **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 Highlock integrated with fast idle) 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:**

The QRT 360 series (dual knob) retractor, Surelock Titan 800 or approved equal. These will be by agency choice. Retractors **MUST** be **AUTOMATIC SELF-LOCKING** and **SELF-TENSIONING**.- retractor, or approved equal to secure wheelchairs facing forward, and must comply fully with the Americans with Disabilities Act requirements and ANSI/RESNA Section 4: WC-18." 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. Each vehicle shall contain a sign(s) printed in clear type that indicates that seats in the front of the vehicle are priority seats for persons with disabilities. Each securement location shall have a sign designating it as such.

Wheelchair tie down and occupant restraint shall consist of two strips of heavy-duty Series L track the entire width of the vehicle **when there are two side by side wheelchair lift positions** and have separate lap restraint for the occupant. Floor anchorage track shall be high strength flange 6061 T6 alloy Series Omni L-Tracking utilizing and usable for front or rear tie downs or shared by both. Bottom of flange shall be flush with the floor. Track installation will include silver flange track end caps. The system(s) shall incorporate a continuous track capable and accommodate a wide range of mobility aid designs. The track shall be installed in a location/manner that will maximize the area while still meeting the securement manufacturer's installation requirements. 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 manufacturer's installation instructions must be provided prior to award. **Any deviation from manufacture's track installation instructions will require written approval from securement manufacturer.** End caps shall be installed with bolts, with large washers under the floor with securement nuts.

- 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.

8.3 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 ANSI/RESNA WC 18.

8.4 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.

8.5 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 Sate Fire Marshall at time of delivery.
- 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) MIRROR
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

Ford 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.

- 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 or on engine cover if provided with quick disconnect harness per 5.21.
- 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 clamped and securely fastened to eliminate exhaust leaks. 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. **Not standard item unless called for as an option by customer.**
- h) Manual: A complete operations manual will 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.

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

8.7 PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified and provided in electronic format. That can be separated and sent. And posted on web pages. A draft copy must be available for review and acceptance prior to preproduction meeting.

- a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
- b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for **each** vehicle or batch of vehicles ordered.

- c) All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid lift, air-conditioning system, tie downs, seating, heater, etc.
- d) The Contractor shall have available complete bus maintenance manuals to include the engine, transmission and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.

8.8 **RADIO OPTION:** Units to be equipped with High Quality AM/FM/CD with Bluetooth and with MP3 input jack or OEM unit and 4 speakers installed in passenger compartment of bus. **Not standard item unless specified as an option by customer.**

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

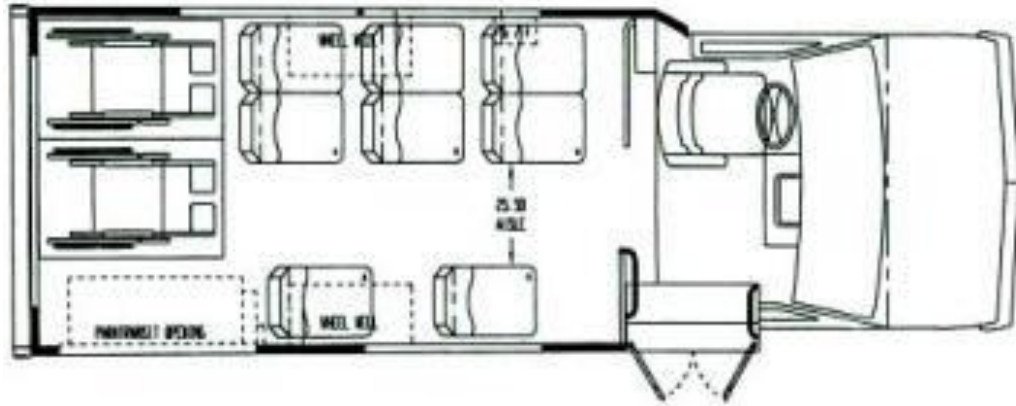
10.0 OPTIONS

NOTE- TO BE PROPOSED IN ATTACHMENT C. OPTION PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION, MBTA WILL REQUEST INFORMATION WHEN APPROPRIATE. WORKSHEET TO BE PROVIDED IN ELECTRONIC AND HARDCOPY FORM.

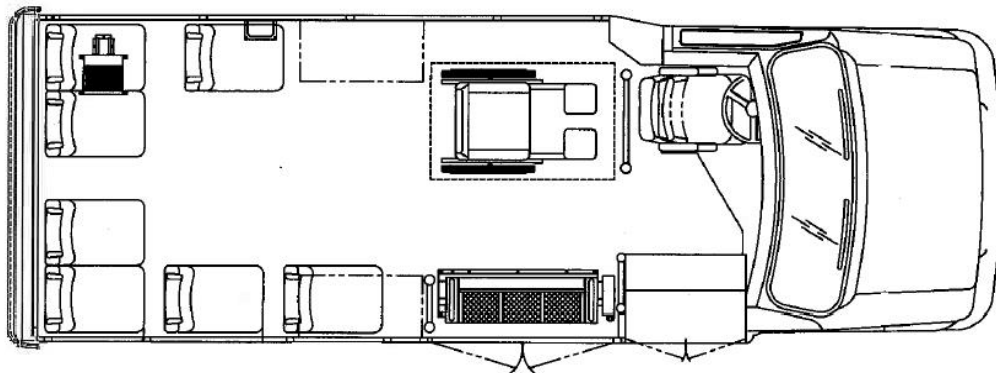
11.0 Antenna Access Plate



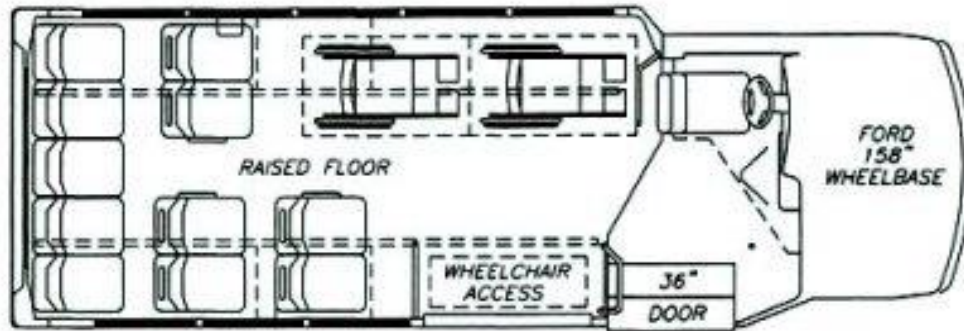
12.0 Floor Plans



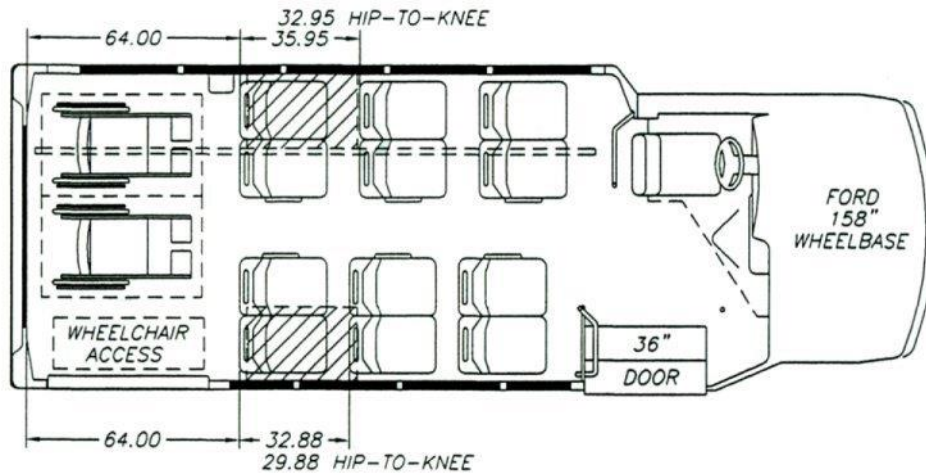
Class A, Rear Lift



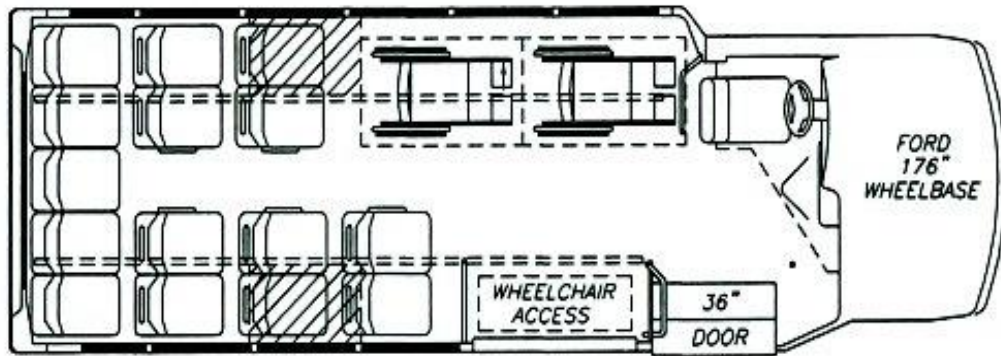
Class A, Front Lift



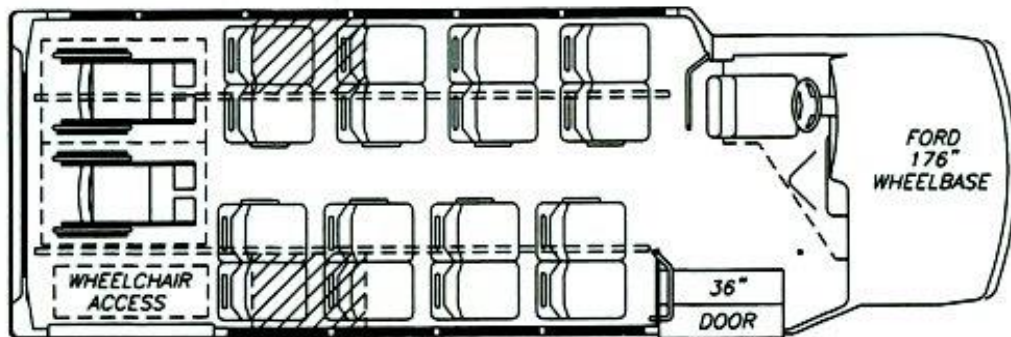
**Class B Front Lift
Ford and GM Chassis**



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



Class C Front Lift



Class C Rear Lift

Agency	Minimum	Maximum
Access Services	80	1200
AC Transit	10	20
Age Well-Access 2	0	18
Azusa, City of	0	30
Alameda Contra Costa	10	20
Amador County	15	40
Anaheim Transportation Network	10	35
Arcata, City of	1	1
ARC Bakersfield	8	20
ARC Imperial County	15	19
Asian Community Center	0	0
Arvin, City of	4	4
Atascadero, City of	4	8
Baldwin Park, City of	2	36
Beaumont, City of	2	4
Bell, City of	2	12
Burbank, City of	7	7
Butte County	8	29
Caltrans	0	1526
Calabasa, City of	3	6
Calaveras County	4	8
Camarillo, City of	6	11
Caravan	1	2
Central Contra Costa Transit Authority	0	63
Claremont DAR	6	10
Clovis, City of	3	23
Chowchilla, City of	2	3
Colusa County	0	14
Commerce, City of	2	3
Corona, City of	14	14
Delano, City of	10	22
Dinuba, City of	3	8
Eastern Contra Costa Transit Authority	3	29
Eastern Sierra Transit	12	27
Eldorado Transit	2	5
El Monte, City of	0	10
Escalon, City of	3	5
FACT	9	31
Folsom, City of	0	10
Fresno County Rural Transit Agency	10	10
Fresno EOC	10	14
Glendale, City of	6	8
Glendora, City of	2	22

Gold Coast Transit	20	40
Golden Gate	1	23
HELP of Ojai	0	2
Humboldt Transit Authority	7	11
Imperial County Transportation Commission	34	55
Kern Regional Transit	7	17
Kings County	2	7
Lake Transit	24	38
Lodi, City of	5	7
Lompoc, City of	10	20
Long Beach Transit	5	20
Los Angeles County Metropolitan Transit Authority	65	211
Los Angeles Department of Public Works	21	27
Los Angeles DOT	44	73
Maderas, City of	15	17
Maderas, County	3	4
Manhattan Beach, City of	2	4
Marin County	19	33
Mendocino Transit	28	33
Merced	6	13
Modoc County	7	10
Monterey Salinas Transit Authority	10	82
Moore & Associates	3	5
Morongo Basin Transit Authority	10	24
Morongo Basin Transit Authority Direct	0	30
Morro Bay, City of	3	3
Mountain Transit Authority	5	25
Napa County	2	4
Nevada County Transit	3	14
NCTD	0	21
Norwalk, City of	1	3
Ojai, City of	2	3
Omnitrans	0	34
Orange County Transit Authority	36	159
Palos Verdes Transit Authority	3	10
Pasadena, City of	11	13
Petaluma, City of	0	6
Placer County	11	0
Plumas County	3	5
Pomona Valley	27	42
Porterville, City of	3	15
Porterville, PSW	8	13
Rancho Research Institute	2	5
Redondo Beach, City of	4	5
Redwood Coast Transit Authority	10	17
Ridgecrest, City of	3	0
Rio Vista, City of	2	3

Riverside, City of	36	47
Riverside Transity Authority	0	127
Roseville, City of	6	6
Sacramento County	12	16
Sacramento County Fleet Det	2	5
Sacramento Regional Transit Authority	128	157
SamTrans	46	58
San Diego MTS	173	194
SANDAG	103	143
San Benito	10	27
Santa Clarita	6	16
San Francisco Muni	68	128
San Joaquin RTD	22	31
Santa Maria Area Transit	11	23
Santa Monica, City of	9	11
Santa Rosa, City of	5	13
Santa Ynez (Moore & Assoc)	4	8
Sierra County	0	4
Simi Valley, City of	2	24
Siskiyou County	4	20
SLORTA	13	23
Smooth	7	10
Soltrans	7	10
Sonoma County	15	27
Stanislaus County	17	24
Sunline	0	60
Tehama County	0	18
Thousand Oaks, City of	24	55
Tracy, City of	2	8
Trinity County	4	6
Tulare County	7	10
Tuolumne	9	9
Turlock, City of	5	8
UCP Central California	4	10
Union City, City of	6	8
Unitrans	1	2
Vacaville, City of	1	4
Valley Village	7	15
Victor Valley Transit Authority	45	58
Visalia, City of	0	12
Yuba Sutter	0	85
West Hollywood, City of	11	17
Western Contra Costa Transit Authority-Wescat	0	26
Whittier, City of	4	7
Work Training Center	18	18

1630

6181

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION MS 39
1120 N STREET
P. O. BOX 942874
SACRAMENTO, CA 94274-0001
PHONE (916) 654-8811
FAX (916) 654-9366
TTY 711
www.dot.ca.gov



*Serious drought
Help save water!*

December 9, 2015

Joe Meer
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

Dear Mr. Meer:

As the recipient of Federal Transit Administration (FTA) Section 5311, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for ensuring that all procurement requests comply with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities you engage in comply with:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FTA Circular 4220.1F – Third Party Contracting Guidance

DRMT has finalized the reviewed the California Association for Coordinated Transportation (CalACT) Morongo Basin Transit Authority (MBTA) Request for Proposal (RFP) 15-03 for Accessible Transit/Paratransit Vehicles. DRMT has also reviewed RFP 15-03 Addenda One, Two and Three. The RFP and Addenda have been found to be compliant with FTA procurement guidelines and are **approved**. Please remember DRMT will need the following information:

- Method of RFP advertisement
- The list of potential bidders for RFP distribution
- All RFP addenda and proposal-related correspondence

If you have questions regarding this procurement review letter please contact me at frank.nevitt@dot.ca.gov or (916) 654-9495. If you have questions regarding FTA 5311 Grant procedures please contact your 5311 Program Liaison.

Sincerely,

A handwritten signature in blue ink that appears to read "Frank".

Frank Nevitt, Chief
Federal Procurement Management Branch
Caltrans Division of Rail and Mass Transportation

C: Kathy Pongratz

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*Serious drought
Help save water!*

January 13, 2016

Joe Meer
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

Dear Mr. Meer:

As the recipient of Federal Transit Administration (FTA) Section 5311, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for ensuring that all procurement requests comply with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities you engage in comply with:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FTA Circular 4220.1F – Third Party Contracting Guidance

Third-party contracts and modifications require DRMT approval prior to implementation. Subrecipient agencies implementing third-party contracts or modifications without prior approval risk being denied FTA reimbursement.

DRMT **approves** the California Association for Coordinated Transportation (CalACT) Morongo Basin Transit Authority (MBTA) Request for Proposal (RFP) 15-03 Addenda Four through Eight for Accessible Transit/Paratransit Vehicles.

If you have questions regarding this procurement review letter please contact me at frank.nevitt@dot.ca.gov or (916) 654-9495. If you have questions regarding FTA 5311 Grant procedures please contact your 5311 Program Liaison.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank Nevitt".

Frank Nevitt, Chief
Federal Procurement Management Branch
Caltrans Division of Rail and Mass Transportation

C: Kathy Pongratz

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www.dot.ca.gov



*Serious drought
Help save water!*

June 28, 2016

Joe Meer
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

Dear Mr. Meer:

As the recipient of Federal Transit Administration (FTA) Section 5311, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for ensuring that all procurement requests comply with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities you engage in comply with:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FTA Circular 4220.1F – Third Party Contracting Guidance

Third-party contracts, modifications, and exercising optional periods of performance require DRMT approval prior to implementation. Subrecipient agencies implementing third-party contracts, modifications, or option years without prior approval risk being denied FTA reimbursement.

DRMT **approves** the California Association for Coordinated Transportation (CalACT) Morongo Basin Transit Authority (MBTA) Request for Proposal (RFP) 15-03 Addenda Nine, Selection Documentation, and Notice of Award for Accessible Transit/Paratransit Vehicles.

If you have questions regarding this procurement review letter please contact me at frank.nevitt@dot.ca.gov or (916) 654-9495. If you have questions regarding FTA 5311 Grant procedures please contact your 5311 Program Liaison.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank Nevitt".

FRANK NEVITT, Chief
Federal Procurement Management Branch
Caltrans Division of Rail and Mass Transportation

C: Kathy Pongratz (5311 HQ)

Morongo Basin Transit Authority
April 11, 2016

Notice of Intent to Award MBTA RFP #15-03 Joint Procurement

The MBTA staff has evaluated the offers submitted in response to the subject solicitation. Based on the evaluation criteria contained in the solicitation, the following firms are proposed to be awarded contracts for the CalACT-MBTA Joint Procurement for Paratransit and Transit Vehicles:

1. AZ-Bus Sales, – 1900 S. Riverside Ave, Colton, Ca 92324
2. Creative Bus Sales, 14740 Ramona Avenue, Chino, Ca 91710

Orders will only be placed through an Assignment Process that will be managed jointly by MBTA and CalACT. This procurement is a multiple award solicitation and in addition to pricing, Ordering Agencies may consider other criteria such as the past performance or warranty terms, fleet conformity, logistical support and other factors in making their decision of which vehicle/s to select.

MBTA reviewed proposals submitted on January 15, 2016 and found them responsive to the solicitation. Additional award details will be specified in the staff report recommending authorization to award to the MBTA board and in letters of instruction to the prospective awardees.

If there are other questions regarding the recommendation, please contact the undersigned at 760-285-3479 or joe@mbtabus.com.

Sincerely,



Joe G. Meer
General Manager



Creative Bus Sales

January 12th, 2016

Mr. Joe Meer
Director of Cooperative Purchasing Programs
62405 Verbena Road
Joshua Tree, CA 92252

Attention: Mr. Joe Meer,

RE: Letter of Transmittal – RFP No. 15-03 - Accessible Transit/Paratransit Buses

Dear Mr. Meer,

- Enclosed is Creative Bus Sales, Inc.'s proposal in response to RFP No. 15-03. Creative Bus Sales Corporate facility is located at:

Creative Bus Sales 14740 Ramona Ave. Chino, CA 91710
(909) 465-5528 – Phone (909) 465-5529 – Fax

- Creative Bus Sales shall be the prime contractor; we offer Braun Corporation Accessible Transit/Paratransit vans for your consideration. The Braun Corporation of Winamac is the manufacturer of the van.
- Creative Bus Sales is in receipt of the issued Addendums and Revisions posted on the MBTA website (Bids & Proposals) for RFP No. 15-03 and have enclosed these Addendums to further acknowledge our receipt.

Verification of Experience

- **The Braun Corporation** - The Braun Corporation traces its origin back to 1963 when Ralph Braun, driven by a personal desire for better mobility, invented the Tri-Wheeler™ in his cousin's farm shop. Numerous requests from other wheelchair users led to the founding of Save-A-Step Manufacturing Company the following year. By 1972, the company had grown to become The Braun Corporation.
- Today, Braun manufactures a full line of mobility products. Committed to engineering excellence, Braun continues to develop new and better products designed to increase the versatility of your transit fleet.
- The Braun Corporation is the nation's largest lift and low-floor minivan manufacturer.

Creative Bus Sales • 800.326.2877 • CreativeBusSales.com

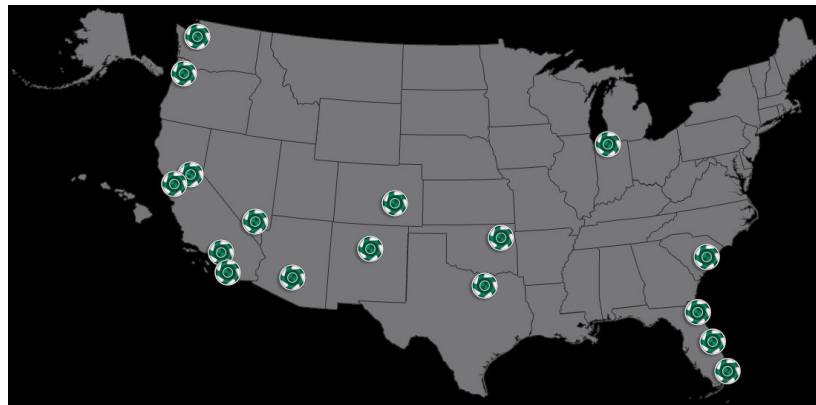
California • Arizona • Texas • Florida • Indiana • Oregon • Washington • Colorado • Oklahoma • Nevada • New Mexico • South Carolina

Creative Bus Sales



Creative Bus Sales

- **Creative Bus Sales** - Since its founding in 1980, Creative Bus Sales has always been a family owned and operated business. With over 35 years in the bus industry, Creative Bus Sales has more expertise about vehicle sales, service, parts, warranty and customer satisfaction than any other dealership in the nation.
- Creative is the nation's largest bus dealership and is proud to offer products from the top commercial and school bus manufacturers. With 17 locations throughout the United States, Creative is able to service customers in all locations. Since acquiring the company in 1993, current ownership has transformed Creative Bus Sales into the largest dealership in the country. From our original location in Huntington Beach, Creative has grown to occupy over 15 acres of property in the city of Chino alone.
- Over the past few years Creative has experienced an unparalleled period of growth. Not only has the volume of buses sold increased, the Creative family of businesses has also grown.
- Creative currently has 17 facilities in 12 states with 7 locations in California.



Contractor Service and Parts Support

Creative Bus Sales offers complete after sale service and parts support for all sizes of fleet and transit operators. Creative's Southern California service shop is open 6 days a week with 17 service bays and over 50 service employees.

Creative's Corporate parts warehouse in Arizona employs 20 dedicated full time sales, warranty and warehouse personnel. Online parts orders and next day shipping are available for every customer. The warranty department is staffed with full time employees available 6 days per week.

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Creative Bus Sales



Technical Narrative

Creative Bus Sales proposes the enclosed Accessible Transit/Paratransit buses for your consideration. We have a complete understanding of your specification requirements.

Interior layout drawings, seating and wheelchair floorplans as well as weight distribution calculations have been included for your review.

Vehicle Classes Proposed:

Braun Corporation – Class D (Low-Floor Van)

- Class D – Low Floor Van

Alternative Fuel Qualifications

Creative Bus Sales is uniquely qualified to offer CNG and Propane buses to CalACT/MBTA Cooperative members. All upfits will be performed, serviced and warranted by Creative Bus Sales. We own and operate two dedicated CNG upfit centers located in Chino, CA and Elkhart IN. These operations have been functioning for over 9 years. Management and staff are fully trained and certified for all of the systems offered in this bid. Our submittal includes a section which includes documentation of our capabilities, the systems we offer and letters from the various engine system manufacturers confirming our abilities and authorization to install their systems. Additionally, Creative Bus Sales meets the Altoona testing requirements of the bid. Creative Bus Sales has completed Altoona testing for Ford E-450 and Ford F-550 CNG buses which is in complete compliance with the requirements of your specification.

Management Plan

Project Managers

Don White and Jay Holzhter will serve as the proposed Project Managers for this contract. They will coordinate the various aspects of the contract between CalACT/MBTA and Creative Bus Sales. They will be responsible for acting as the liaison between CalACT/MBTA, Manufacturer and Creative Bus Sales. In this position, they will ensure that any outstanding issues are resolved to the satisfaction of

CalACT/MBTA as well as participate in any meetings with CalACT/MBTA, Creative Bus Sales, and manufacturer representatives.

Engineers

The bus manufacturer has a staff of engineers available for solution of engineering problems at their facility. These engineers have worked on previous Statewide projects and are available Monday through Friday during business hours. In addition, Creative Bus Sales has on staff an Engineer at our Elkhart, Indiana location.



Creative Bus Sales

Pilot Bus Inspection Meeting

A pilot bus inspection meeting with CalACT/MBTA, Creative Bus Sales, and manufacturer personnel will be held to inspect the initial production buses. This analysis will detail all facets of the production and components to be used during the construction of the pilot bus (also referred as the first article/pilot bus).

The production order for the pilot bus will be based upon the RFP specifications, plus any subsequent modifications that are approved by CalACT/MBTA. At least one of the Co-Project Manager's will attend the pilot bus inspection meeting.

Quality Control Meetings

The manufacturer will hold periodic Quality Control Meetings in conjunction with the Pre-Production Meetings. These meetings will be attended by the Project Manager and Quality Control Supervisor and will serve to update participants on the status of open/closed items and the kinds of discoveries/solutions that the Quality Control Process has brought to light.

Creative Bus Sales, Inc.

Creative Bus Sales, Inc. currently employs over three hundred employees in service, sales, marketing and administration at its facilities nationwide. Creative has 6 sales and service facilities located in Northern and Southern California.

The following section presents a brief overview of the organizational structural of Creative Bus Sales, Inc.

Tony Matijevich, President

Mr. Matijevich currently serves as the President of Creative Bus Sales, Inc. Since purchasing Creative Bus Sales in 1993, Mr. Matijevich has helped make Creative the largest commercial bus dealer in the United States. Mr. Matijevich has been involved in numerous large transit contracts including sales to the Regional Transit Commission (Las Vegas), Metropolitan Transit Development Board (San Diego), Los Angeles Department of Transportation, UCLA and many others. Prior to purchasing Creative, Mr. Matijevich was the President of Eldorado National Corporation.

Stewart Pickett, Corporate Sales Manager

Mr. Pickett is responsible for all sales activities of Creative Bus Sales, Inc. Mr. Pickett has over twenty five years of experience in the commercial bus industry including positions with National Coach, Volvo and Blue Bird Bus.

Terry McCrea, Chief Financial Officer

Mr. Terry McCrea currently serves as Chief Financial Officer for Creative Bus Sales. He is responsible for overseeing all financial, administrative and human resource activities of the company.



Don White, Contract and Transit Sales (Southern California)

Mr. White has been involved in transit and contracts to major transit authorities for over twenty-five years including projects with Caltrans, OCTA, RTC, UCLA and many others. These projects included LPI, CNG, Diesel/Electric Hybrid and Gasoline/Electric Hybrid buses.

Jay Holzhuter, Fleet and Transit Sales (Northern California)

Mr. Holzhuter began with EIDorado Motor Corporation bus warranty division, moving into a sales position within two years. Mr. Holzhuter then began working for EIDorado Bus Sales as retail salesmen moving up to GM and then President. Responsibilities for EBS parent, Creative Bus Sales include; sales and sales management to fleet and transit customers working with the State of California, DOT and General Services the past 30 years. Transit customers include San Mateo County Transit (SamTrans), San Francisco Municipal Transit Agency (SFMTA), Alameda County Transit (AC Transit), Valley Transit Authority (VTA), Redding Area Bus Authority (RABA), Sacramento Regional Transit (SacRT) and Fresno Area Transit (FAX) to name a few.

Steve Chung, Transit Sales (Southern California)

Mr. Chung has over 20-years of experience in commercial vehicle sales and has spent the last four years focusing on transit bus sales. He currently works with transit agencies, universities, and various fleet operators. His education is from UC Santa Barbara and he is also a certified Six Sigma Black Belt and is a CalACT Board member.

Dan Williams, Transit Sales (Northern California)

Mr. Williams has been in the transportation industry since 1981 and specifically bus sales since 1996. Previous to EIDorado Bus Sales, Mr. Williams worked for 10 years with Budget Rent-A-Car and 7 years with MV Transportation.

Bill Anderson, Regional Service Manager

Mr. Anderson Currently serves as Creative's Service Manager. In this capacity he is responsible for supervising technicians at all of our facilities who perform vehicle repairs, upgrades, service and parts delivery. Mr. Anderson has over 30 years of experience in commercial vehicle maintenance.

Keith Grube, Regional Parts Manager

Mr. Keith Grube serves as Corporate Parts Manager for Creative Bus Sales. He is responsible for overseeing the entire parts operation for commercial, transit and school bus sales, including our Corporate dedicated parts facility in Phoenix, Arizona. Mr. Grube has been involved in the transportation industry for over 15 years.

TJ Matijevich, General Manager

T.J. has been with Creative for the past five years, in which time he has focused on the establishment and improvement of the marketing department. His main areas of work have been the company website, design & placement of print advertisements, and online marketing. During this time, T.J. has also established himself as a member of the sales team. T.J. graduated with a B.S. of Science from the University of Southern California in 2005.



Creative Bus Sales

Don White
Contract & Transit Sales

Creative Bus Sales, Inc.

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Creative Bus Sales

Request for Proposal

September 28, 2015

RFP No. 15-03

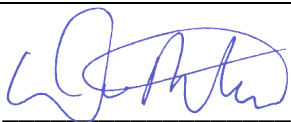
CER 3. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive 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.: 1 – Dated: 10/7/15
- Addendum No.: 2 – Dated: 10/20/2015
- Addendum No.: 3 – Dated: 11/18/2015
- Addendum No.: 4 – Dated: 12/4/2015
- Addendum No.: 5 -- Dated: 1/4/2016
- Addendum No.: 6 -- Dated 1/6/2016
- Addendum No.: 7 -- Dated 1/8/2016
- Addendum No.: 8 -- Dated 1/8/2016
- Addendum No.: 9 -- Dated 1/8/2016

Proposer: Creative Bus Sales, Inc.
Name: Don White
Title: Contract & Transit Sales
Phone: 909-465-5528
Street address: 14740 Ramona Avenue
City, state, ZIP: Chino, CA 91710



Authorized signature

1/12/16

Date

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 1
Vehicle RFP #15-03
Date Issued: 10/7/2015

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

1. Corrections and additions to Class A-C Vehicle tables on attachment A-1, page 5. (highlighted on rev 1).
2. Section 5.8 M of Att. 1 (Class !-C) Drivers Seat is amended. (highlighted on rev,1)
3. Corrections and additions to Class E Vehicle listings on attachment A-1, page 5. (highlighted on rev 1)
4. Price Worksheet and Buy America Compliance Worksheets. To reflect item #1 and 3 also removes Class U diesel shuttle, Class B Hybrids, Class K raised roof vans.
5. RFP 15-03, Rev 1, WR 1.1.1 (page 62). Minimum standards for warranty are expressed.
6. IP 12.4 Proposal Evaluation (page 20). Scoring for warranty submission is detailed.
7. SP 7.1 (page 44). First Article Inspection. Cost to be invoiced by the Cooperative to the Contractor.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 2
Vehicle RFP #15-03
Date Issued: 10/20/2015

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

1. IP 2, Page 10: Due Date for Proposers Communications and Requests is revised to Wednesday, November 4, 2015.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 3
Vehicle RFP #15-03
Date Issued: 11/18/2015

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:
Boilerplate Items

1. NR 2, Proposals are to be delivered to MBTA Procurement: 330 South Center Street, Redlands, Ca 92373
2. IP 11.2, Clarification: As has been allowed in the past, it is acceptable to combine line items proposed for Class A-C only from one manufacturer into a single proposal.
3. NR 2, 3, Altoona Report, Clarification: Please only submit the Executive Order portion of each Altoona Report via hard copy. Submit the entire report on thumb drives.
4. General Instruction: Should an Optional Feature be unavailable or superseded please mark the Price and Buy America Worksheets "NA" or substitute current model from supplier as appropriate.
5. Page 62, Section 7. Response to NB, warranty section should be completed, however proposal should contain warranty documents for coverage supplied.
6. Page 67, 2.4.1. Clarification for NB Dealer is not responsible for towing outside the OEM chassis warranty period for chassis related repair.

Att. 1 Class A-C

1. Page 8, Section 5.22. Inpower brand fast idle is accepted for Class A Ford Transit 350 only. (CBS)
2. Page 9, Section 5.24 & 5.25. OEM battery location is accepted for Class A Ford Transit 350 only. (CBS)
3. Page 14, 5.8. OEM Drivers seat, covered in Docket 90 compliant upholstery is acceptable for Class A Ford Transits 350 only. (CBS)
4. Page 15, 6.21. OEM standard Driver entry is acceptable for Ford Transit 350. (CBS)
5. Att D, #28. (Road Speed Limiter). Clarification: Proposer is to provide preferred manufacturer, part number and price for this option. (CBS)

6. Page 5, 3.0. Class A E 350 base engine is to be 6.8L. (CBS)
7. Page 8, 5.22. Response to Champion: Inpower is not an approved equal.
8. Page 15, 6.21. "Punched surface" running board is acceptable. (CBS)
9. Page 15, 6.3. Melamine material modesty panel is acceptable. (CBS)
10. Page 16, 6.9. BASF Degacoat is acceptable. (CBS)
11. Page 17, 6.95a. Goodyear Burgaflex Type C refrigerant hose is acceptable.(CBS)
12. Page 17, 6.95a. ACT 50 HD replaced with ACT 532/21.(CBS)
13. Page 19, 7.3a. Wheelchair lift door may be constructed of heavy gauge aluminum tubing in lieu of stainless. (CBS)
14. Page 19, 7.5. Response to Champion: Inpower is not an approved equal for Intermotive.
15. Page 20, 8.0. Wheelchair tie down and occupant restraint shall consist of two strips of heavy-duty Series L track the entire width of the vehicle **when there are two side by side wheelchair lift positions.** (CBS)
16. Page 16, 6.6. ¾" foam with R value of 9.2 is acceptable in lieu of filling the entire cavity.(CBS)
17. Page 16, 6.6. NCFI Foam meeting FMVSS and ASTM E-84 is acceptable. (CBS)
18. Page 20, 8.3. The four 12" straps to meet WC 18. (CBS)
19. Page 5, 3.0. Class A T350 may use a wheelbase of 138". (AZ)
20. Page 7, 4.9. Stainless steel valve extensions are acceptable. (AZ)
21. Page 10, 5.5. Glo-Bright back up alarm is acceptable. (AZ)
22. Page 15, 6.4. 3.2 mm grey vinyl covered lauan is acceptable. (AZ)
23. Page 18, 7.1. Clarification: Only one standard mobility lift is specified on the base bus, Braun Century.
24. Page 16, 6.5. 20% light transmission on all windows is acceptable.
25. Page 19, 7.5. Intermotive Gateway is acceptable for E-350/450 Transit, C3500/4500.
26. Page 21, 8.5e. LED interior lighting is acceptable as long as it illuminates at 8 candlepower at floor level.
27. Page 9, 5.23 C. Response to Elkhart Coach. "Dialight" brand lighting among others, meets the specification as written. Dialight can supply you with part numbers.
28. Page 10, 5.3. Clarification for Elkhart Coach: If the specification reads "Gasoline Fuel tank(s) shall be the largest available capacity from OEM..." and the capacity can be installed in Class A only is 40 gallons, then that size meets the requirement. (AZ)
29. Page 11, 5.72c. Clarification for Elkhart Coach: The intent of the specification language is to minimize or eliminate improper fastening of items by simply shooting screws into the structure of the bus without proper backing. We have seen too many examples of this from different cutaway manufacturers. Use of stainless metal sheet screws securely fastened onto a backing plate or secure fastening point is acceptable. (AZ)
30. Page 21, 8.5 c. Clarification for Elkhart Coach: Interior passenger compartment lights may be incandescent or LED, they just need to meet the floor level candlepower requirement regardless of bulb type and the "8 incandescent" reference is a minimum. (AZ)
31. Page 9, 5.25. Stepwell battery box is not an approved equal.
32. Page 10, 5.6. Body on chassis mounting utilizing permanently welded tabs meeting Ford QVM is an approved equal. (AZ)

33. Page 11, 5.71. One piece roof including front and rear caps and roof panels as one complete section is an approved equal. (AZ)
34. Page 17, 6.91. Heavy gauge electro coated steel wheel housing is an approved equal. (AZ)
35. Page 11, 5.5. Glo-Bright back up alarm is acceptable. (AZ)
36. Page 14, 5.91. GerFlor/Tarabus is not an approved equal for Altro, however please note that the flooring is on the options list and may be offered with an appropriate price or credit. (AZ)
37. Page 7, aftermarket driver control rocker switches located in panel located above dash, easily accessible by driver. (NB)
38. Page 16, 6.3. Response to NB. Vinyl covered modesty panels are **not** acceptable. (NB)
39. Page 17, Insulation. 1" foil backed polystyrene R-7 value in place of spray foam is accepted. (NB)

Att. 3 Class E

1. Page 17, 6.3. Molded fiberglass panel with 2 built in aluminum diamond plated steps built atop chassis OEM steps is acceptable. (CBS)
2. Page 15, 5.16 M. MBTA has confirmed with suppliers that Recaro MC 2 and USSC G2E are available for the International and Freightliner Chassis. USSC G2E is available for F-550, our vehicles have been delivered with this seat. (CBS)
3. WC 18
4. Page 16, 6.1. 36" entry door providing clear opening between entry and grab rails of 30" is acceptable. (CBS)
5. Page 17, 6.3. 13.5" first step height is acceptable. (CBS)
6. Page 17, 6.3. Molded fiberglass or chassis OEM drivers step is an approved equal. (CBS)
7. Page 17, 6.3. "Punched surface" running board is acceptable.(CBS)
8. 17, 6.4. Melamine modesty panel is an approved equal. (CBS)
9. Page 18, 6.7. High density polystyrene insulation is an approved equal. (CBS)
10. Page 18, 6.10. BASF Degacoat is an approved equal.(CBS)
11. Page 19, 6.12a. Goodyear Burgaflex Type C refrigerant hose is acceptable.(CBS)
12. Page 20, 7.2. Wheelchair lift door may be constructed of heavy gauge aluminum tubing in lieu of stainless. (CBS)

13. Page 15 and 19, 6.1 and 7.3. Entry door/ramp system of 38" X 74.5" is acceptable. (CBS)
14. Page 16, 6.6. ¾" foam with R value of 9.2 is acceptable in lieu of filling the entire cavity. (CBS)
15. Page 16, 6.6. NCFI Foam meeting FMVSS and ASTM E-84 is acceptable. (CBS)
16. Page 11, 5.7. Clarification: Specification for tray requires that it be able to hold 2 *D batteries. The bus may require less but still must supply sufficient current and amperage to meet other specification and option requirements. (AZ)
17. Page 12, 5.11. Glo-Bright back up alarm is acceptable. (AZ)
18. Page 16, 5.17. Sealed edges are not required. (AZ)
19. Page 17, 6.5. 3.2 mm grey vinyl covered lauan is acceptable. (AZ)
20. Page 18, 6.6. 20% light transmission on all light windows is acceptable. (AZ)
21. Page 20, 7.1. Clarification: The Braun lift specified is the only standard lift for the base bus. (AZ)
22. Page 24, 8.3 (f). Turn down tip on exhaust not required for diesel engines. Altered exhaust joints are to be welded with a continuous seam. (AZ)
23. Page 11, 5.6. Type FRE-L. Curbside battery box location is approved. (AZ)
24. Page 11, Class FRE-L. Battery box without sliding tray is approved. (AZ)
25. Page 18, 6.10. Military grade E-coating on all steel substructure is approved.
26. Page 19, 6.12. Thermo King SR50C for 30' and Thermo King Dual SLR 65 is approved.
27. Page 12, 5.11. Glo-Bright back up alarm is acceptable. (AZ)

Attachment A-4 Low Floor cutaways

1. Page 16, 6.4. 3.2 mm grey vinyl covered lauan is acceptable. (AZ)
2. Page 17, 6.95. Roof mounted condensers may be use if the installation there is warranted.
3. Page 15 & 19, 6.1 & 7.3. 38"X74.5" 3ntry door is an approved equal. (CBS)
4. Page 16, 6.6. ¾ inch foam insulating material is acceptable. (CBS)
5. Page 16, 6.6. NCFI Foam meeting FMVSS and ASTM E-84 is an approved equal. (CBS)

Attachment A-5, Trolley

1. Page 2, Principal Dimensions. Specifications revised as highlighted in Rev. 3. (AZ & CBS)
2. Page 3, 1.1. Use of rubber isolator frame pucks is acceptable. (AZ)
3. Page 3, Section 1.1. Use of 3 ½" wide flat steel in lieu of steel angle support for outrigger and gussets is an approved equal. (AZ)
4. Page 3, Section 1.1. ¾" inch fiberglass reinforced plywood is an approved equal. (AZ)
5. Page 3, Section 1.2. Steel rivets are acceptable in lieu of Magna Lok fasteners. (AZ)

6. Page 4, 1.4.1. 16 gauge stainless steel rear wheel housing and 14 gauge "Galvaneal steel for stepwells is an approved equal. (AZ)
7. Page 4, Section 1.3.1. 3/4" X 3/4" X14 gage steel tuning for roof frame is acceptable. (AZ)
8. Page 4, Section 2:2.1.1. Axalta 825P32760 Corlar Primer and Imron Paint is an approved equal providing application is low VOC and meet Ca state paint spraying standards. (AZ)
9. Page 6, 5.2.1. 6 X 9 Convex interior mirror is an approved equal. (AZ)
10. Page 6, 6.1.1. Rubber molded wheel flares riveted to coach body are an approved equal. (AZ)
11. Page 7, 7.3.1. Horizontally sliding windows are acceptable. (AZ)
12. Page 8, 11.1.1. 3/4" fiberglass reinforced plywood is an approved equal for sub floor. (AZ)
13. Page 10, 15:1. Modesty panels may be constructed of .125" non anodized aluminum laminated with black plastic kydex. (AZ)
14. Page 12, 22:1.1. USSC 9210 MXL Drivers seat is an approved equal. (AZ)
15. Page 12, 23.1. Cast aluminum scrolled seat ends are acceptable. (AZ)
16. Page 13, 24.1.1. KEI 240 amp alternator is an approved equal. (AZ)
17. Page 14, Section 25. Intellitec multiplex electrical system is an approved equal. (AZ)
18. Page 14, Section 26. Dual 8D batteries are an approved equal. (AZ)
19. Page 14, Section 27.2. Specification is revised requesting a minimum of one (1) double aisle facing flip seat. (AZ)
20. Page 16, Section 30. Synthetic wood grain trim in lieu of mahogany is acceptable. (AZ)

Attachment A-7

1. Attachment A-7 is revised as highlighted in Rev.3.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 4
Vehicle RFP #15-03
Date Issued: 12/4/2015

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

Boilerplate Items:

1. Due date for proposals is revised to **Friday, January 15, 2015**.
2. IP 1, Page 10, Minimum and Maximum Quantities for the procurement are revised to rev. 4.
3. Appendix C, Participants List is revised.
4. CER 5, Page 80: Price Worksheet is revised.
5. CER 8, Page 95 and attached: Vehicle Questionnaire and Buy America Worksheets revised.
6. Appendix E, Buy America Memorandum from MBTA's Vehicle Inspector is added.

Attachment A-3, Class E.

1. 4.6, Page 8: OEM Air brakes as standard are acceptable.
2. 5.7, Page 11: Battery located on roadside of bus under driver's platform on a fixed tray is acceptable for vehicles that don't have driver side entry door only.
3. 5.15, Page 13: Clarification to Eldorado National: Vehicle may be proposed with FMVSS 220 to be provided as a conditional approval item. Please place correspondence in proposal that details expected timeframe for completion.
4. 6.2, Page 17: Entry Steps: Bottom step 14.80" from ground un-kneeled and 12.30" kneeled is acceptable.
5. 7.1, Page 20: Usable platform for lift of 30"X48" is deemed approved equal.
6. 7.1, Page 20: 32" ramp providing incline ratio of 1:4 is acceptable.

Attachment A-7: Class V.

1. Section 1.1: Response to Creative Bus Sales: A vehicle with an overall height of 99.2" and an interior height of 67.6" is acceptable.
2. Section 5.0: Response to Creative Bus Sales: Alternative Floor and seating specifications detailed in the attachment are deemed acceptable.

3. Section 14.1: For Class V only Inpower LLC Fast idle controller is acceptable.

**MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 5
Vehicle RFP #15-03
Date Issued: January4, 2015**

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

Boilerplate Items:

1. IP 1, Page 10, Minimum and Maximum Quantities for the procurement are revised to rev. 4.
2. Appendix C, Participants List is revised with additions.
3. SP 6, page 44: Ordering Procedures revised with additional detail for successful contractors requested by CalACT in # 6 of this section.
4. Firms intending to propose are reminded that proposals are due and **must be received by 11:30 a.m. on Friday, January 15, 2015** . Sealed Proposals shall be "**hand delivered**" and submitted to following addresses:

**Rutan & Tucker
General Counsel for Morongo Basin Transit Authority
611 Anton Boulevard, Suite 400
Costa Mesa, CA 92626**

Courier delivery will not be acceptable.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 6
Vehicle RFP #15-03
Date Issued: January 6, 2015

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

1. Section 1, NR 2 #3, page 7 and 8: Proposers are requested to submit to the Agency one hard copy marked "Original," **and one (1) additional printed copy, and four (4) marked and labeled USB thumb drives**, each containing an electronic PDF copy of the Proposal and all required Excel files and Buy America documents. Files are to be formatted to include Optical Character Recognition (OCR) so items can be searched. In case of any discrepancies, the hard copy shall be considered by the Agency 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.

Firms that intend to propose multiple vehicle manufacturer lines may consolidate their electronic responses into **four (4) single high capacity drives** provided that the media is labeled with Dealer/Manufacturer name, RFP 15-03" and the electronic files are organized into subfolders with file names by manufacturer and type of file.

Example: Main Folder named "Acme Bus," containing subfolders for "Acme Class A-C Proposal," "Acme Class A-C Price Worksheet," "Acme A-C Class Buy America Worksheet," "Acme Buy America Cost Documentation," "Acme Vehicle Information Worksheet" etc.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 7
Vehicle RFP #15-03
Date Issued: January 8, 2016

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

1. IP 1, Page 10, Minimum and Maximum Quantities for the procurement are revised. Total minimum and maximum quantities are 1579 and 5364 respectively.
2. Appendix C, Participants List is revised with additions. See list.
3. IP 13.3, Page 23-24. Detailed instructions to Agency Approval Process for Buy America submission is provided: Proposers shall provide, by the Proposal due date a signed certificate (CER 1.1, page 80) and a Buy America Percentage Cost Breakdown Sheet for each line item bid. Please tab the breakdown sheet.

On or before February 15, 2016 by 5:00 pm, dealers or manufacturers will provide to MBTA electronic submission of Buy America **PreAward** data as follows:

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, Buy America certifications from component suppliers are to be provided. In addition, the same information is to be provided for all of the optional features on the Price Worksheet's options list. **Once the Buy America Pre-Award audit is completed, MBTA and/or its reviewers shall return or destroy all provided information. Copies of the data shall not be kept.**

As with the proposals, firms proposing multiple line items may consolidate their submissions into **two (2) high capacity drives** marked "MBTA RFP-15-03 Buy America" provided that subfolders containing the required data are clearly marked by manufacturer and Class of vehicle bid.

The Buy America information may be sent via courier or delivery service to MBTA at 62405 Verbena Road, Joshua Tree, California 92252.

The filled out Buy America Worksheets are also due on date above.

Note that all Post Delivery requirements are unchanged.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 8
Vehicle RFP #15-03
Date Issued: January 8, 2016

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

1. IP 1, Page 10, and Section 10, number 4, page 108, Minimum and Maximum Quantities for the procurement are revised. Total minimum and maximum quantities are now 1580 and 5366 respectively.
2. Appendix C, Participants List is revised with additions. See list.
3. Revision to SP 18, Page 57 and 58 (New Technology/Equipment): MBTA reserves the right to issue supplemental solicitations towards the scope of this procurement to replace line items that are made obsolete or significantly altered by changes to chassis, propulsion or major equipment.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 9
Vehicle RFP #15-03
Date Issued: January 8, 2016

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed by addendum are to be considered denied.

MBTA revises and reissues RFP #15-03 as follows:

1. Attachment A-6, change to Class T Trolley Specifications: Proposers may submit pricing and technical proposals to include floorplans, pertaining Altoona Test Reports and Buy America Cost Data as requested for diesel variants of the vehicle utilizing Freightliner MB 65 chassis with Cummins ISB 6.7L or approved equal.

CER 4. Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency: Chino, CA

Name: Bill Anderson

Address: 14740 Ramona Ave. Chino, CA 91170

Telephone: (909) 993-5045

Describe technical services readily available from said representative:

Pre-Delivery Inspections * Scheduled Maintenance * Preventative Maintenance * Chassis Repairs
(Non-OEM Warranty) * Component Repairs * Paint and Body * Chassis, Conversion and Component
Training * Diagnostics and Trouble Shooting * Alt Fuel Conversion Installation, Warranty and Repair

Location of nearest Parts Distribution Center to Agency: Chino, CA

Name: Keith Grube

Address: 14740 Ramona Ave. Chino, CA 91170

Telephone: (888) 993-5040

Describe the extent of parts available at said center:

18,000 sq. ft. Parts Distribution Warehouse - AZ * Parts also located at Corporate HQ
10 Parts Specialists * Online Parts Ordering * Over \$3,000,000 in Parts Inventory

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

Regular method of shipment: UPS, FedEx, USPS

Cost to Agency: No cost while under warranty, Standard shipping rates out of warranty



Contractor Service and Parts Support Data

Service and Warranty Creative Bus Sales operates five service facilities in California dedicated to our Transit, Commercial and School Bus customers. These facilities include full service bays, lifts and all equipment needed for Pre-Delivery and Post-Delivery service including alternative fuels, paint and body, graphics and more. Creative employs over 50 technicians, foremen, supervisors and warranty personnel.

Service Contacts – Southern California

Direct Line – (909) 993-5045

Bill Anderson – Corporate Operations Manager

Jason Hohalek – Corporate Warranty & Customer Service Manager

Frank Paniagua – Fleet Service Manager

Service Contacts – Northern California

Direct Line – (888) 353-6287

Frank Marcos - Foreman

Brian Kincannon – Sacramento Operations Manager

Warranty Contacts

Direct Line - (909) 993-5755

Sandro Ramirez – Warranty Manager

Jason Hohalek – Corporate Warranty & Customer Service Manager

Parts Contacts

Direct Line (888) 993-5040

Keith Grube – Corporate Parts Manager

Jose Ibanez – Parts Manager

Paint and Body – Creative Collision and Repair

Direct Line - (909) 591-9993

Randy Lucas – Operations Manager

Jody Losquadro – Sales Chino



Creative Bus Sales

Training

Complete training courses are available for each chassis, body and vehicle components. Courses can be designed to fit the individual needs of the end user. These courses are provided by Creative Bus Sales personnel and by chassis and component supplier trainers.

Sample Training Curriculum

- Course Overview
- Instructors Guide
- Student Handouts
- Video Presentations
- PowerPoint and other Multimedia
- Overall Vehicle/System Orientation
- Preventative Maintenance
- Electrical/Electronic
- HVAC
- Brakes and Braking Systems
- Engine
- Transmission
- Parts/Service Manual Training
- Vehicle Orientation
- Wheelchair Lift/Ramp
- Wheelchair Restraint



MOBILE BUS REPAIR AND MAINTENANCE SERVICE is available throughout California and Nevada. This new service provides the same reliable maintenance service currently offered by Creative Bus Sales but **at your location**.

- Preventative Maintenance Inspections
- Preventative Maintenance Services
- CHP Inspection
- Warranty Repairs
- Retail Services
- CNG Fuel System Inspections - Cylinder Inspections, required every 3 years or 36,000 miles.

The mobile service is available with Gasoline, Diesel, and Alternative Fueled vehicles. The primary focus of the Creative Bus Sales **MOBILE BUS REPAIR AND MAINTENANCE SERVICE** is around the Los Angeles airport, throughout Southern California and Southern Nevada.

Creative Bus Sales specializes in all types of bus service and bus maintenance. From fleet service contracts to routine maintenance work, no job is too small or too large. Here to help with all your bus service and bus maintenance needs, Creative Bus's trained service technicians are available 6 days a week to perform service work for you. The extensive training our service professionals go through makes them the best in the industry! With dedicated foremen & managers, multiple state of the art maintenance bays, and the most up to date tools - we think you'll agree. Our fifteen acre facility in Chino, California has the capacity to handle service work for the largest fleet maintenance accounts. Our bus maintenance department specializes in servicing IC Buses as well as Eldorado buses, Goshen buses, Supreme/Startrans buses, Starcraft buses and Champion buses, Braun and Eldorado minivans, MV-1 low floor van, Transit Works raised top vans and Hometown Trolleys.

CER 6. Pre-Award Evaluation Data Form

Instructions: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

Morongo Basin Transit Authority
RFP No. 15-03 for a Joint Procurement for Accessible Transit/Paratransit Vehicles

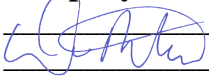
<p>1. Name of firm: Creative Bus Sales, Inc.</p> <p>2. Address: 14740 Ramona Ave. Chino, CA 91710</p> <p>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>4. Date organized: 1993 State in which incorporated: California</p> <p>5. Names of officers or partners:</p> <ul style="list-style-type: none">a. Anthony Matijevich, Presidentb. Terry McCrea, CFOc. Vickie Matijevich, Secretaryd. <p>6. How long has your firm been in business under its present name? 25 Years</p>
<p>7. 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 checked="" type="checkbox"/> No If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence.</p> <p>8. 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>9. 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>10. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.</p>
<p style="text-align: center;">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: Name and title: Don White, Contract & Transit Sales</p>

Request for Proposal

September 28, 2015

RFP No. 15-03

Company: Creative Bus Sales, Inc.




Authorized signature

Date 1/12/2016

CER 7. Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.


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: Don White, Contract & Transit Sales	
Company: Creative Bus Sales, Inc.	
	1-12-16
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

CER 7. Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

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:	Mark LeRoy, Government Bid Administrator
Company:	Starcraft Bus, Division of Forest River, Inc.
	11/30/15
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

CER 1.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

Creative Bus Sales, Inc.

The Proposer, **[insert name]**, 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 or 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 § Sections 3801 are applicable thereto.

– **Executed in** **[insert city and state]**. Chino, Ca 91710

Name: Don White, Contract & Transit Sales



1-12-16

Authorized signature

Date

CER 1.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

– The Proposer, Starcraft Bus, 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 or 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 § Sections 3801 are applicable thereto.

– **Executed in** Goshen Indiana.

Name: Mark LeRoy, Government Bid Administrator



Authorized signature

11/30/15

Date

Request for Proposal

September 28, 2015

RFP No. 15-03

CER 1.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

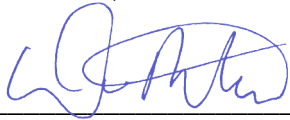
The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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, Creative Bus Sales, Inc.,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the proposer’s authorized official:

Don White, Contract & Transit Sales



1-12-16

Authorized signature

Date

Request for Proposal

September 28, 2015

RFP No. 15-03

CER 1.3 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 neither 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, STARCRAFT BUS, Division of Forest River, Inc.,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the proposer’s authorized official:

Mark LeRoy, Government Bid Administrator



Authorized signature

11/30/15

Date

CER 1.4 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 California, County of San Bernardino

I, Don White, being first duly sworn, do hereby state that
(Name of Affiant)

I am Contract & Transit Sales of Creative Bus Sales, Inc. (Corporation)
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is Bus Sales and Service

and who resides at 14740 Ramona Ave. Chino, CA 91710

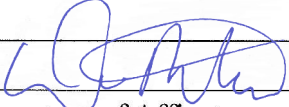
and that Creative Bus Sales, Inc.
(Give names of all persons, firms, or corporations interested in the bid)

is/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.

Request for Proposal

September 28, 2015

RFP No. 15-03

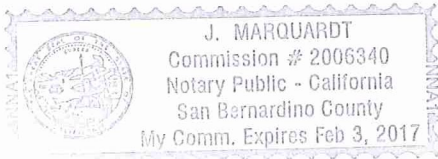
 _____ Signature of Affiant Date 11/30/15	
Sworn to before me this _____ day of _____, 20____.	Seal
<p style="text-align: center;">See Loose Certificate Attached</p> _____ Notary public commission expires	
My	

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California) ss.
County of San Bernardino)

Subscribed and sworn to (or affirmed) before me on this 30th day of November, 2015, by Donald White, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

J. Marquardt

Signature of Notary

OPTIONAL INFORMATION

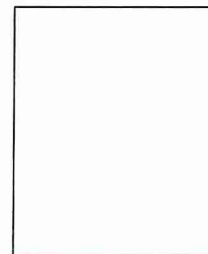
Date of Document _____ Thumbprint of Signer _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:
____ Personally Known with Paper Identification
____ Paper Identification
____ Credible Witness(es)



Capacity of Signer:
____ Trustee
____ Power of Attorney
____ CEO / CFO / COO
____ President / Vice-President / Secretary / Treasurer
____ Other: _____

Check here if no thumbprint or fingerprint is available.

Other Information: RFP No. 15-03 Non-Collusion Affidavit

CER 1.5 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. 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.
2. 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).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, 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, Creative Bus Sales, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS 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:

Don White

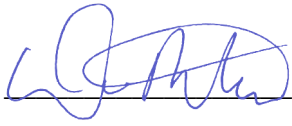
Title:

Contract & Transit Sales

Request for Proposal

September 28, 2015

RFP No. 15-03

A handwritten signature in blue ink, appearing to be "L. J. Allen", is written over a horizontal line. The signature is cursive and somewhat stylized.

Signature

Date 1-12-16

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, “Disclosure Form to Report Lobbying,” if applicable.

CER 1.5 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. 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.
2. 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).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, 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, STARCRAFT BUS Division of Forest River, Inc. _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS 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: Mark LeRoy

Title: Government Bid Administrator

Request for Proposal

September 28, 2015

RFP No. 15-03

<hr/>  <hr/> <hr/> <p>Signature Date 11/30/15</p>
--

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, “Disclosure Form to Report Lobbying,” if applicable.

CER 1.6 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5323(c) and FTA’s implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an “X.”

1. The buses offered herewith have been tested in accordance with 49 CFR Part 665 on See Attached (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.
2. The manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.
3. The vehicle is a new model and 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:

	1-12-16
Authorized signature	Date

STARCRAFT STARLITE (CLASS A)

Request for Proposal

September 28, 2015

RFP No. 15-03

CER 1.6 Certificate of Compliance with Bus Testing Requirement

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

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

- The buses offered herewith have been tested in accordance with 49 CFR Part 665 on Jan 1998 (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: Starcraft Bus, Division of Forest River, Inc

Name and title of the proposer's authorized official: Mark LeRoy

Government Bid Administrator



Authorized signature

11/30/15

Date

CER 1.6 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5323(c) and FTA’s implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an “X.”

- 1. _____ 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.
- 2. _____ The manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.
- 3. ~~X~~ 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: Starcraft Bus, Division of Forest River, Inc

Name and title of the proposer’s authorized official: Mark LeRoy

Government Bid Administrator



Authorized signature

11/30/15

Date

STARCRAFT ALLSTAR (CLASS B & C)

Request for Proposal

September 28, 2015

RFP No. 15-03

CER 1.6 Certificate of Compliance with Bus Testing Requirement

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

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

- The buses offered herewith have been tested in accordance with 49 CFR Part 665 on Feb 2006 (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: Starcraft Bus, Division of Forest River, Inc

Name and title of the proposer's authorized official: Mark LeRoy

Government Bid Administrator



Authorized signature

11/30/15

Date

Request for Proposal

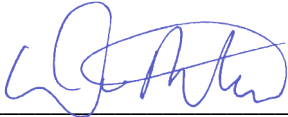
September 28, 2015

RFP No. 15-03

CER 1.7 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 it has submitted a goal to Federal Transit Administration and it has not been disapproved.

Name and title of the proposer's authorized official: Don White, Contract & Transit Sales
For: Manufacturer



1-12-16

Authorized signature

Date

In addition, TVMs are to submit a copy of their FTA approval letter along with the above TVM certification.

Request for Proposal

September 28, 2015

RFP No. 15-03

CER 1.7 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 it has submitted a goal to Federal Transit Administration and it has not been disapproved.

Name and title of the proposer's authorized official: Mark LeRoy

Government Bid Administrator



11/30/15

Authorized signature

Date

In addition, TVMs are to submit a copy of their FTA approval letter along with the above TVM certification.

Request for Proposal

September 28, 2015

RFP No. 15-03

CER 1.8 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: Creative Bus Sales, Inc.

Name of signer: Don White

Title: Contract & Transit Sales



Authorized signature

1-12-16

Date

Request for Proposal

September 28, 2015

RFP No. 15-03

CER 1.8 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: Starcraft Bus, Division of Forest River, Inc.

Name of signer: Mark LeRoy

Title: Government Bid Administrator



Authorized signature

11/30/15

Date

TECHNICAL INFORMATION

(Submit 1 per line item proposed)

Bus Vendor	Creative Bus Sales, Inc.
Bus Manufacturer	Starcraft Bus
Bus Model Number	Starlite
Altoona Test Life (years/miles)	5 Years / 150,000 Miles
Production Location	Goshen, Indiana
Warehouse/s and Service Locations	Creative Bus Sales, Inc. 14740 Ramona Ave. Chino, CA 91710
Overall Length (including bumpers)	269"
Overall Width (excluding mirrors)	84"
Overall Exterior Height	113"
Interior Height (center of aisle)	75"
Doorway Opening	Clear Dimensions Shown
Ambulatory	Width <u> 32 </u> inches / Height <u> 80 </u> inches
Wheelchair	Width <u> 44.5 </u> inches / Height <u> 68 </u> inches
Wheel base	138"
Floor thickness	5/8" Marine Grade Plywood
Construction Type/Materials	Full Jig Welded Steel Frame Construction
Subframe	Welded Steel Construction
Body frame	Welded Steel Construction
Exterior panels	Painted Aluminum
Interior panels	FRP Laminated to Luan

Insulation	Expanded Polystyrene
Overall wall thickness	1.25" (Includes exterior and interior skin)
Chassis Manufacturer	Ford
Certified Weight of Bus - Total	10,218#
On Front Axle	2,735#
On Rear Axle	7,483#
Engine Manufacturer	Ford
Type	Gasoline
Model	V-10 6.8L
Net S.A.E. Horsepower	320 hp
Net S.A.E. Torque	460 @ 3250
Transmission Manufacturer	Ford OEM
Type	Automatic Overdrive
Model	Torq Shift
Speeds	6 Speed OD
Cooler	Ford OEM
Alternator Manufacturer	Ford OEM
Model	SC6
Output (amps)	225 Amps
Starter Motor Manufacturer	Ford OEM
Model	N/A
Air Compressor (if equipped) Manufacturer	N/A
Model	N/A

Capacity	N/A
Gross Vehicle Weight Rating (GVWR)	11,500#
Axle, Front Manufacturer	Ford
Type	Twin I Beam IFS
Model	OEM
Gross Axle Weight Rating (lbs)	5000#
Axle, Rear Manufacturer	Dana
Type	Full Floating
Model	10.5"
Gross Axle Weight Rating (lbs)	7800#
Differential Ratio	4.10:1
Power Steering Pump Manufacturer	Ford
Model	XR-50
Brakes - Manufacturer	Ford OEM
Front - Type	Dual Piston Caliper
Diameter	13.58" Rotor
Rear - Type	Dual Piston Caliper
Diameter	13.58"
Radiator Manufacturer	Ford OEM
Type	Aluminum
Model	OEM
Total System Capacity (Excluding auxiliary heating system)	30.4 Quarts 7.6 gallons

Radiator Fan Speed Control Type	<u>Ford OEM</u>
Surge Tank Capacity	<u>Included in Coolant Capacity Above</u>
Engine Thermostat Temperature Setting	<u>192</u> degrees
Overheat Alarm Temperature Setting	<u>238</u> degrees
Heating System Capacity	Front <u>OEM</u> BTUs / Rear <u>35,000</u> BTUs
Heating Cores - Manufacturer	Ford Does Not Publish Chassis OEM BTU's <u>Pro-Air</u>
Number of cores	<u>1</u>
Air Conditioning - Manufacturer	<u>Trans/Air</u>
Model	<u>TA712 Super 10</u>
Capacity (BTUs) Base	<u>45,000 (Not Including OEM System)</u>
Fuel Tank Capacity (gallons)	<u>40</u>
Tires - Manufacturer	<u>As Supplied by OEM Chassis Mfg</u>
Size	<u>16"</u>
Type	<u>LT225/75R-16</u>
Load Range	<u>E</u>
 Batteries	
Main - Manufacturer	<u>Motorcraft</u>
Type, Size	<u>Ford OEM</u>
Capacity (CCA at 0 degrees F)	<u>750 CCA</u>
Accessory - Manufacturer	<u>Motorcraft</u>
Type, Size	<u>Ford OEM</u>
Capacity (CCA at 0 degrees F)	<u>750 CCA</u>

Seat Belts - Manufacturer	Freedman
Type	USR Retractors
Passenger Seats - Manufacturer	Freedman
Type	Featherweight Mid High
Minimum knee-to-hip space	Not Less than 27"
Driver's Seat - Manufacturer	USSC or Recaro
Model	G2E or LXS (SHS)
Interlock - Manufacturer	Intermotive
Model	Gateway
Backup Alarm (db)	97
Roof Marker Lights - Manufacturer-Type	Optronics LED
Interior Lighting - Type	Optronics LED
Number of Fixtures	Minimum of 6
Identification Lights - Manufacturer-Type	Optronics LED
Proposed Delivery Schedule	120 Days After Receipt of Chassis
Altoona Test Date	Completed January 1998
BTI Report #	PTI-BT-R9814-01-99
Number of Class 1 Failures	0
Number of Class 2 Failures	0
Number of Class 3 Failures	0
Undercoating Brand	BASF
Entry Door Brand/Model #	A&M Mfg Electric
Power Mirrors/Brand/Model#	Rosco Eurostyle 715 - Electric
Clear Aisle Width	22"
First Step Height (bottom step tread to ground)	11.5"

Chassis Stretch? Y/N, Please Detail

No

Flooring Adhesive Brand

Natcon

Drivers Seat Proposed

Customer Choice

USSC G2E or Recaro LXS / SHS

SUMMARY OF STANDARD WARRANTIES

(Provide detailed warranty information with proposal)

4 year buses minimum

Warranty	Miles	Years
Body Structure	60,000	3
Chassis	36,000	3
Engine	60,000	5
Transmission	60,000	5
Air conditioner	Unlimited	2
Braun Lift/Ramp	Unlimited	5
Other Options		

Morongo Basin Transit Authority (MBTA)
RFP 15-03

Pre-Award Review Certifications

Joe G. Meer, acting on behalf of MBTA and CalACT Purchasing Cooperative participants under MBTA RFP 15-03 certifies the following:

I. PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663-Subpart B, the recipient is satisfied that the buses to be purchased from A-Z Bus Sales, Inc., and Creative Bus Sales awarded under this contract meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient has reviewed documentation provided by the manufacturers, which list (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed locations of the final assembly points for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.

Date: April 7, 2016

Signature:  Title: Director of Purchasing

II. PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49, of the CFR, Part 663-Subpart B, the buses to be purchased from A-Z Bus Sales, Inc., and Creative Bus Sales are the same products described in the recipient's solicitation specification and their proposed manufacturers are responsible firms with the capability produce buses that meets the specification as set forth in the RFP.


Date: April 7, 2016.

Signature:  Title: Director of Purchasing

III. PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49, of the CFR, Part 663-Subpart D, a copy of A-Z Bus Sales, Inc., Creative Bus Sales self-certification information stating that buses proposed will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Safety Administration in Title 49 of the Code of Federal Regulations, Part 571. was included in the bid documents received.

Date: April 7, 2016.

Signature:  Title: Director of Purchasing

MBTA CONTRACT # 15-03 CBS

AGREEMENT REGARDING PURCHASE OF PARATRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on June 1, 2016 between and among **CREATIVE BUS SALES, INC.**, a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California 91710 ("SELLER"), and **MORONGO BASIN TRANSIT AUTHORITY** ("MBTA"). SELLER and MBTA may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, MBTA, by its Request for Proposals #15-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on January 15, 2016 for the purchase of Paratransit and Transit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

WHEREAS, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, SELLER submitted a sealed bid in response to MBTA's Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible bidder; and

WHEREAS, SELLER's proposal in response to MBTA's Notice Inviting Proposals is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

WHEREAS, the MBTA Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S bid through agreement by and between SELLER and MBTA upon the terms and conditions set forth herein; and



WHEREAS, MBTA has fully complied with all federal, state, and local laws governing the public bidding process for the purchase of the BUSES;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, **SELLER and MBTA hereby agree as follows:**

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in

said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #15-03 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. 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 both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES manufactured by Braun, Champion, ElDorado National, Goshen, Hometown, Mobility Ventures, Starcraft, StarTrans and Transit Works as more particularly described in RFP #15-03 (attached hereto as Exhibit "B") to any and all CalACT/MBTA participants who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #15-03 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #15-03.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of MBTA RFP #15-03 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY COOPERATIVE PARTICIPANTS.** SELLER shall collect payment from CalACT/MBTA participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #15-03, Section SP 10.

6. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION.** This Agreement may be modified only in a writing approved by the MBTA Board and signed by all Parties.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. **NO WAIVER OF DEFAULT**. The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. **FURTHER ASSURANCES**. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. **BINDING EFFECT; CONTEXT; COUNTERPARTS**. Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. **NON-INTEREST**. No officer or employee of the MBTA shall hold any interest in this Agreement (California Government Code section 1090).

14. **CORPORATE AUTHORITY**. Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. **INDEMNIFICATION**. SELLER shall indemnify, defend, and hold harmless MBTA, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of an kind whatsoever, arising out of, connected with, or caused by SELLER'S employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for MBTA's sole active negligence or willful misconduct.

16. **WARRANTY**. The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP #15-03 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS.** SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:


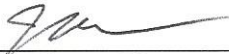
19. **CONTINGENCY.** Contract validity is subject to successful completion of facility and pilot vehicle inspections.

MBTA: Joe Meer
Director of Purchasing
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

SELLER: Anthony Matijevich
President
Creative Bus Sales, Inc.
14740 Ramona Avenue
Chino, California 91710

19. **EXECUTION.** This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CREATIVE BUS SALES, INC., a corporation	Morongo Basin Transit Authority
By  Anthony Matijevich, President	By  Joe Meer, Director of Purchasing

AMENDMENT 2
MBTA CONTRACT NO. 15-03 – CBS

THIS AMENDMENT is made and entered into on 4/27/2018 between and among CREATIVE BUS SALES, INC., (Creative) a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California ("SELLER"), and MORONGO BASIN TRANSIT AUTHORITY ("MBTA").

RECITALS

WHEREAS, MBTA, by its Request for Proposals # 15-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on Friday, January 15, 2016 for the purchase of Paratransit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

WHEREAS the parties entered into an AGREEMENT, MTBA Contract No. 15-03-CBS on June 1, 2016; and



WHEREAS the AGREEMENT was for a two-year base period with three one-year options; and

WHEREAS MBTA Board of Directors has provided authorization to exercise the first one-year option;

NOW THEREFORE BE IT RESOLVED incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and MBTA hereby agree as follows:

1. Per Section SP-3, Period of Performance, the period of contract performance is extended to exercise the first one-year option. The new Period of Performance is extended through April 28, 2019.
2. Per Section SP-5.3, Vehicle and Optional Feature Pricing, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by PPI 1413 as stipulated in the Contract. For the first one-year period, the price increase is 2.4%. The new pricing is attached to this Amendment and shall become effective for orders placed on or after April 28, 2018

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CREATIVE BUS SALES, INC., a California corporation	MORONGO BASIN TRANSIT AUTHORITY
	
Tony Matijevich, President	Joe Meer, Director of Purchasing

AMENDMENT 3
MBTA CONTRACT NO. 15-03 – CBS

THIS AMENDMENT is made and entered into on April 28, 2019 between and among CREATIVE BUS SALES, INC., (Creative) a California corporation, with its principal place of business located at 14740 Ramona Avenue, Chino, California ("SELLER"), and MORONGO BASIN TRANSIT AUTHORITY ("MBTA").

RECITALS

WHEREAS, MBTA, by its Request for Proposals # 15-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on Friday, January 15, 2016 for the purchase of Paratransit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

WHEREAS the parties entered into an AGREEMENT, MTBA Contract No. 15-03-CBS on June 1, 2016; and

WHEREAS the AGREEMENT was for a two-year base period with three one-year options; and

WHEREAS MBTA Board of Directors has provided authorization to staff to exercise options;



NOW THEREFORE BE IT RESOLVED incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and MBTA hereby agree as follows:

1. Per Section SP-3, Period of Performance, the period of contract performance is extended to exercise the second one-year option. The new Period of Performance is extended through April 28, 2020.

2. Per Section SP-5.3, Vehicle and Optional Feature Pricing, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by PPI 1413 as stipulated in the Contract. For the second one-year period, the price increase is 7.79%. The new pricing is attached to this Amendment and shall become effective for orders placed on or after April 28, 2019.

3. Contingency: Extension of contract for Eldorado/VMI Amerivans is contingent on the contractor providing evidence of compliance with Federal funding requirements as detailed in separate correspondence within ninety (90) days of the date of execution of this option.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CREATIVE BUS SALES, INC., a California corporation	MORONGO BASIN TRANSIT AUTHORITY
	
Tony Matijeitch, President	Joe Meer, Director of Purchasing