RFP 18-08
TROLLEY REPLICA PROCUREMENT

Submittal:
One (1) original, three (3) copies, one (1) copy on CD of Technical Proposal and one (1) copy of Price Proposal must be received on or before 5:00 p.m. on Monday, November 13, 2017.

Addressed To:
Sandra Amorim, Purchasing Manager
19 Upper Ragsdale, Suite 200
Monterey, CA 93940

Package Marked:
Monterey-Salinas Transit RFP 18-08 Trolley Replica Procurement

Proposals received after the time and dated stated above shall be returned unopened to the Offeror.
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REQUEST FOR PROPOSALS

SOLICITATION DATA

PROCURING AGENCY AND PURCHASING MANAGER

Request For Proposals (RFP) No: 18-08
Date: June 16, 2017
Procuring Agency: Monterey-Salinas Transit District
Name
19 Upper Ragdsdale, Suite 200, Monterey, CA 93940
Address
Purchasing Manager: Sandra Amorim
Name
19 Upper Ragdsdale, Suite 200, Monterey, CA 93940
Mailing Address
Telephone No.: 831.264.5884 Fax No.: 831.899.3954
E-mail: samorim@mst.org

SCOPE

Procuring Agency requests proposals for the manufacture and delivery of transit buses in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract.

SOLICITATION SCHEDULE

The following is the solicitation schedule for Offerors:

Offeror Communications and Requests Sec. 1.1.2.2 Accepted through November 1, 2017
Proposal Due Date Sec. 1.1.3.1 November 13, 2017

1.1.2 PRE-PROPOSAL

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held. Prospective Offerors are requested to submit written questions to the Purchasing Manager via e-mail at samorim@mst.org.
Prospective Offerors are reminded that any changes to the RFP will be by written addenda only and nothing stated verbally shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Procuring Agency.

**OFFEROR COMMUNICATIONS AND REQUESTS**

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offers shall be with the Purchasing Manager identified in “Procuring Agency and Purchasing Manager” (Section 1.1.1.1) above, or his/her designated representative. Offerors and their representatives shall not make any contact with or communicate with any members of the Procuring Agency, or its employees and consultants, other than the Purchasing Manager in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in “Solicitation Schedule” (Section 1.1.1.3), Offerors may e-mail or fax a request for a clarification or interpretation of any aspect, or 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 Purchasing Manager and may be transmitted by e-mail or facsimile. The Offeror making the request shall be responsible for its proper delivery to the Purchasing Manager per “Procuring Agency and Purchasing Manager” (Section 1.1.1.1) on the form provided in “Request for Pre-Offer Change or Approved Equal” (Section 1.1.6.1). 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 evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the Purchasing Manager in the form of addenda only. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of the Procuring Agency shall not be binding on the Procuring Agency.

If it should appear to a prospective Offeror 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 thereof or with any federal, state, local or Procuring Agency law, ordinance, rule, regulation, or other standard or requirement, then the Offeror shall e-mail or fax a written request for clarification to the Procuring Agency within the time period specified above.

**ADDENDA TO RFP**

The Procuring Agency reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. The Procuring Agency shall provide copies of Addenda to all prospective Offerors officially known to have received the RFP. Prospective Offerors, or their agents, shall be responsible to collect the addendum from the Purchasing Manager’s website (www.mst.org). Notification of or the addendum will also be e-mailed or delivered to all such prospective Offerors officially known to have received the RFP and to the e-mail address and/or mailing address provided by each prospective Offeror. Failure of any prospective Offeror to receive the notification or addendum shall not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All
addenda issued shall become part of the RFP. Prospective Offerors shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may at the Procuring Agency’s sole option disqualify the proposal.

If the Procuring Agency determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the Procuring Agency determines will allow Offerors sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

**CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS**

Proposals stating conditions, exceptions, reservations or understandings (hereinafter “deviations”) relating to the RFP may be rejected. Offerors may submit an alternate proposal that states deviations so long as a basic proposal not containing deviations is submitted. Offerors may propose alternates either within one overall proposal or by submitting more than one proposal. Any alternate proposal shall include a price proposal in accordance with “Price Proposal Requirements” (Section 1.1.3.3).

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing form(s) provided in “Form for Proposal Deviation” (Section 1.1.6.9), setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by the Procuring Agency. All deviations not found by the Procuring Agency to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, and may result in the Offeror receiving a less favorable evaluation than without the deviation.

**INSTRUCTIONS TO OFFERORS**

**DUE DATE**

Sealed proposals in original and three (3) copies must be received at the address shown in “Procuring Agency and Purchasing Manager” (Section 1.1.1.1) by **November 13, 2017 at 5:00 p.m.** for the provision of five (5) diesel powered replica trolleys. All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and conditions of the Contract Documents. Proposals and subsequent offers shall be valid for a period of 90 days. The term of this agreement shall be for five (5) years from date of award.

**TECHNICAL PROPOSAL REQUIREMENTS**

A letter of transmittal shall be addressed to the Purchasing Manager and must, at a minimum, contain the following:

1. Identification of the offering firm(s), including name, address and telephone number of each firm;
2. Proposed working relationship among offering firms (e.g., prime/subcontractor), if applicable;
3. Acknowledgement of receipt of RFP addenda, if any;
4. Name, title, address and telephone number of contact person during the period of proposal evaluation;
5. A statement to the effect the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
6. Signature of a person authorized to bind the offering firm to the terms of the proposal.

Proposals shall be submitted in 8-1/2” x 11” size using a single method of fastening. Offers should be typed; double spaced, and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Information should be presented in the order in which it is requested.

**Offeror Qualifications Statement**

This section of the proposal should establish the ability of the Offeror to satisfactorily provide the required equipment and services by reasons of: demonstrated competence in the product and service to be provided; the nature and relevance of recently completed work; staffing capability, work load and record of meeting schedules on similar projects; strength and stability as a business concern; strength of dealer/manufacturer relationship; and supportive client references.

Provide a brief profile of the firm, including its principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship), number and location of offices, licenses held, number of employees, and a general description of the firm’s financial condition. Identify any conditions (e.g. bankruptcy, pending litigation, planned office or plant closures, impending merger) that may impede the Proposer’s ability to complete the project. Describe the firm’s experience in providing like equipment to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

Identify subcontractors, if any, by company name, address, contact person, and telephone number and project function. Provide the same information for each subcontractor as requested above, and describe any experience working with each subcontractor.

In addition, for each project cited as related experience, furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The Offeror may also supply references from other work not cited in this section as related experience. Listing of references shall include a detailed description of the work performed for the client referenced. Offeror must provide, as a minimum, three references.

The Offeror shall state on the form provided in “Service and Parts Support” (Section 1.1.6.3) the representatives responsible for assisting the Procuring 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 Offeror shall also state its policy on transportation charges for parts other than those covered by warranty.

**Technical Proposal**

The Offeror shall complete the “Component Checklist” form addressing the Technical Vehicle Specifications contained in Section 5 of this RFP that exhibits the Offeror’s understanding of the Procuring Agency’s needs and requirements. This form should fully explain the Offeror’s proposed vehicle compared to the procuring agency’s specifications.

The Offeror may also propose enhancements to the Technical Vehicle Specification, which do not materially deviate from the objectives or required content of the program.
State any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where the Offeror wishes to propose an alternative approach to meeting the technical or contractual requirements, these should be thoroughly explained and supported.

The Offeror is responsible for completing the “Component Checklist” in the required forms section. This form shall be used to evaluate against the evaluation criteria of Section 1.1.4.3.2 and shall qualify and quantify the features of the vehicle the Offeror is contractually committing to deliver.

**PRICE PROPOSAL REQUIREMENTS**

The Offeror is required to complete and execute the Pricing Schedule of Forms (Section 1.1.6.10) 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 Offer price. The Procuring Agency shall furnish to all prospective Offerors a list of applicable state and local taxes imposed by the Procuring Agency’s state or local governments.

**PROPOSAL PACKAGING REQUIREMENTS**

Proposals shall be submitted in two (2) separately sealed packages. 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 no other documents. These same requirements shall apply to any Best and Final Offers which may be requested.

**PACKAGE NO. 1**

**TECHNICAL PROPOSAL**

Monterey-Salinas Transit RFP 18-08 Trolley Replica Procurement

1. Letter of Transmittal
2. Technical Proposal
3. References and Non-priced Information (if provided by Offeror)

**SUBMITTED BY:**

(Offeror's name and address)

**PACKAGE NO. 2**

**PRICE PROPOSAL**

Monterey-Salinas Transit RFP 18-08 Trolley Replica Procurement
No cost, price or financial information of any kind shall be included in Package No. 1 or in any of the proposal documents that it will contain.

Proposal packages shall be addressed and delivered to the address specified in “Purchasing Manager” (Section 1.1.1.1). Offeror shall provide one (1) original and three (3) copies, and one (1) copy on CD of Package No. 1, and one (1) copy of Package No. 2.

**DBE CERTIFICATION**

Pursuant to Title 49, Code of Federal Regulations, part 23.67, an Offeror, as a condition of being authorized to respond to this solicitation, must certify by completing “DBE APPROVAL CERTIFICATION” (Section 1.1.6.7), that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual Disadvantaged Business Enterprise (DBE) subcontracting participation goal.

**MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

An Offeror may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to the Procuring Agency a written request for withdrawal executed by the Offeror’s authorized representative. After the proposal Due Date, a proposal may be withdrawn only if the Procuring Agency fails to award the Contract within the proposal validity period prescribed in “Due Date” (Section 1.1.3.1) or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of an Offeror to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and, as such, will not alter the Procuring Agency's right to reject a proposal.
PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which 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 Offerors within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, the Procuring Agency may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to the Procuring Agency’s right to reject any or all proposals, the Offeror will be selected whose proposal is found to be most advantageous to the Procuring Agency, based upon consideration of the criteria of “Qualification Requirements” (Sections 1.1.4.3.1) and “Proposal Evaluation Criteria” (Section 1.1.4.3.2) below.

OPENING OF PROPOSALS

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Committee and Evaluation Team and other Procuring Agency officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

EVALUATION COMMITTEE

An Evaluation Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Offerors and the competitive range, negotiations and the selection of the Offeror, if any, that may be awarded the Contract. The Evaluation Committee will include officers, employees and agents of the Procuring Agency. The Evaluation Committee will carry out the detailed evaluations.

PROPOSAL SELECTION PROCESS

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Any such selection of a proposal by a responsible Offeror shall be made by consideration of only the criteria of “Qualification Requirements” (Section 1.1.4.3.1) and “Proposal Evaluation Criteria” (Section 1.1.4.3.2) below. Section 1.1.4.3.1 specifies the requirements for determining responsible Offerors, all of which must be met by an Offeror to be found qualified. Final determination of an Offeror’s qualification will be made based upon all information received during the evaluation process and as a condition for award. Section 1.1.4.3.2 contains all of the evaluation criteria, and their relative order of importance, by which a proposal from a qualified Offeror will be considered for selection. An award, if made, will be to a responsible Offeror for a proposal which is found to be in the Procuring Agency’s best interest, price and other evaluation criteria considered.

The procedures to be followed for these evaluations are provided in “Evaluation Procedures” (Section 1.1.4.4) below.
Qualification Requirements

The following are the requirements for qualifying responsible Offerors. All of these requirements must be met; therefore, they are not listed by any particular order of importance. The Offeror of 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 its proposal rejected. The requirements are as follows:

I. Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:
   
   A. Offeror's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either the Procuring Agency or the Offeror.
   
   B. Ability to secure required bond(s) as evidenced by a letter of commitment from an underwriter confirming that the Offeror can be bonded for the required amount; or to secure and provide a letter of credit for the required amount.
   
   C. Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty
   
   D. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Offeror can be insured for the required amount.
   
II. Evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all equipment within the time specified in the Contract, to include:

   A. Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any engineering or service problems that may arise during the warranty period.
   
   B. Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
   
   C. 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.
   
III. Evidence that Offeror is qualified in accordance with Part 3: Quality Assurance Provisions.

IV. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Offeror took resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by client references.
Proposal Evaluation Criteria
This section contains the complete proposal evaluation criteria, listed by their relative degree of importance, by which proposals from responsible Offerors will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the “Form for Proposal Deviation (Section 1.1.6.9) which do not cause the Procuring Agency to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

The criteria are listed numerically by their relative order of importance. However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise. Non-price factors when combined are more significant than the price alone.

Illustrative Evaluation Criteria (Completely Weighted Formula Illustrative Method)

I. Affordability (pass or fail). The price proposals will be assessed for affordability. The Procuring Agency will not make an award for any proposal which proposes prices that would render the procurement infeasible.

II. Minimum Technical Requirements (pass or fail). Technical proposals shall meet the following minimum technical requirements for any consideration for selection and award. A proposal not meeting all of these requirements may be rejected.

A. Passenger Capacity specified in 5.4.5.
B. Overall requirements specified in 5.1.3.
C. Performance (operating range) specified in 5.2.1.1.
D. Propulsion system requirements of 5.2.
E. Body structural and material requirements of 5.4.
F. Service proven technology

III. Unacceptable Exceptions, Conditions, Reservations and Understandings (pass or fail). Exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated on the required form of Section 1.1.6.9 “Form for Proposal Deviation” will be evaluated for their acceptability. Each of any exceptions and/or conditions made in a proposal will be evaluated and the Procuring Agency will determine their individual acceptability. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the Offeror upon the request by the Procuring Agency, would be cause for the proposal to be rejected. For the purposes of determining
The competitive range a proposal containing unacceptable exceptions, conditions, reservations or understandings may be included on the basis that the proposal is capable of being made acceptable provided that the Offeror withdraw or modify the unacceptable exceptions, conditions, reservations or understandings. Any exceptions, conditions, reservations or understandings which do not cause the Procuring Agency to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

IV. Technical Proposal Scoring Criteria (weight = 65) The transit bus offered in the technical proposal will be evaluated for the following factors which are listed in their relative order of importance:

A. **Engine** - Operating experience of previous users and test results of proposed engine and subsystems in transit service. The degree to which performance requirements of Part 3: Technical Specifications, for the engine are proposed to be met. The risk of development tasks (if any) will be assessed. (sub-weight = 20)

B. **Transmission** - Operating experience of previous users and test results of proposed transmission in transit service. The degree to which performance requirements of Part 3: Technical Specifications, for the transmission are proposed to be met. The risk of development tasks (if any) will be assessed. (sub-weight = 20)

C. **Chassis** - Operating experience of previous users and test results of proposed major subsystems in transit service. The degree to which performance requirements of Part 3: Technical Specifications, for each major subsystem are proposed to be met. The risk of development tasks (if any) will be assessed. (sub-weight = 10)

D. **Quality Assurance** - Sufficiency of in-place Quality Assurance Program and procedures to meet requirements. (sub-weight = 5)

E. **Standard Warranty** - Degree to which the standard warranty of Part 5 is proposed to be met or exceeded. (sub-weight = 5)

F. **System Support** - Demonstrated ability to meet or exceed reliability and maintainability requirements; suitability of test equipment; quality of manuals; and effectiveness of training programs. (sub-weight = 5)

V. **Proposed Price** (weight = 15). The lowest proposal price (among all proposals) will be divided by the proposal price being scored, and the resulting quantity will be multiplied by the weight for the proposed price criterion. (NOTE: FTA competitive procurement requirements specify that to preserve the right to exercise options, they should be included in the evaluation).

VI. **Qualifications** (weight = 20). Degree to which Offeror exceeds the required qualifications of Section 1.1.4.3.1 above.

A. Financial Strength and Resources (sub-weight = 10)

B. Record of Performance on Bus Contracts (sub-weight = 10)
Application of Evaluation Criteria. (Completely Weighted Formula Illustrative Method)

Proposals will be evaluated against the pass/fail Criteria Nos. 1, 2 and 3. Any proposal which meets all pass/fail criteria, or fails one or more of these criteria but is susceptible of being made to meet such failed criteria, will be considered within the competitive range. Otherwise, a proposal may not be considered to be within the competitive range.

Sub-criteria of Criteria Nos. 4 and 6 will be scored based on the reviewer’s determination of the degree of compliance with Contract requirements, potential risks and benefits, and strengths and weaknesses. The score is reduced in proportion to the extent of non-conformance, discrepancies, errors, omissions, and risks to the Procuring Agency. Scores will be assigned according to the following:

9 - 10 Exceptional. Fully compliant with Contract requirements and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions.

6 - 8 Good to Superior. Compliant with Contract requirements; some minor errors, or risks, or weaknesses or omissions.

4 - 5 Adequate. Minimally compliant with Contract requirements; errors, or risks, or weaknesses or omissions; possible to correct and make acceptable.

1 - 3 Poor to Deficient. Non-compliant with Contract requirements; errors, or risks, or weaknesses or omissions; difficult to correct and make acceptable.

0 Unacceptable. Totally deficient and not in compliance with Contract requirements; not correctable.

Resultant scores for each sub-criterion will be weighed by the appropriate weight factors and a total score for each criterion determined. The scores of Criteria Nos. 4, 5 and 6 will then be weighed by the appropriate weight factors and a total score developed for the proposal. The following table illustrates the procedure.
# ILLUSTRATIVE SCORING FORMAT

<table>
<thead>
<tr>
<th>Manufacturer scored</th>
<th>Score</th>
<th>Weight</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subcriterion</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Technical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Engine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Transmission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Chassis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Quality Assurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Standard Warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. System Support</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 4. Technical

<table>
<thead>
<tr>
<th>Subcriterion</th>
<th>Score</th>
<th>Weight</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>X 20</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Transmission</td>
<td>X 20</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Chassis</td>
<td>X 10</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Quality Assurance</td>
<td>X 5</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Standard Warranty</td>
<td>X 5</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>System Support</td>
<td>X 5</td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Technical** 65

## 5. Proposed Price

<table>
<thead>
<tr>
<th>Proposed Price</th>
<th>Score</th>
<th>Weight</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lowest Price Proposed</td>
<td>X 15</td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Price** 15

## 6. Qualifications

<table>
<thead>
<tr>
<th>Qualifications</th>
<th>Score</th>
<th>Weight</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Financial Strength and Resources</td>
<td>X 10</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>b. Record of Performance on bus contracts</td>
<td>X 10</td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Qualifications** 20

**Total available points** 100

**Total Weighted Score** 0

Raters Signature
EVALUATION PROCEDURES

All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will 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. Procuring Agency reserves the right to request an Offeror to provide any missing information and to make corrections. Offerors are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in “Instructions to Offerors” (Section 1.1.3). Therefore, Offerors shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Offeror has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of “Form for Proposal Deviation” (Section 1.1.6.9). Any such conditions, exceptions, reservations or understandings which do not result in the rejection of the proposal are subject to evaluation under the criteria of “Proposal Evaluation Criteria” (Section 1.1.4.3.2).

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in “Proposal Selection Process” (Section 1.1.4.3) above. The Procuring Agency will select for any award the highest ranked proposal from a responsible Offeror, qualified under “Qualification Requirements” (Section 1.1.4.3.1) which does not render this procurement financially infeasible and is judged to be most advantageous to the Procuring Agency based on consideration of the evaluation “Proposal Evaluation Criteria” (Section 1.1.4.3.2).

1.1.4.4.1 Evaluations of Competitive Proposals

I. Qualification of Responsible Offerors. Proposals will be evaluated in accordance with requirements of “Qualification Requirements” (Section 1.1.4.3.1) to determine the responsibility of Offerors. Any proposals from Offerors whom the Procuring Agency finds not to be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of an Offeror’s responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by the Procuring Agency, information submitted in a BAFO and information resulting from Procuring Agency inquiry of Offeror’s references and its own knowledge of the Offeror.

II. Detailed Evaluation of Proposals and Determination of Competitive Range. Each proposal will be evaluated in accordance with the requirements and criteria specified in “Proposal Selection Process” (Section 1.1.4.3).

The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that the Procuring Agency finds not to meet these requirements, and may not be made to meet these requirements, may be determined by the Procuring Agency to not be considered for the competitive range. The requirements are as follows:
A. Offeror is initially evaluated as responsible in accordance with the requirements of “Qualification Requirements” (Section 1.1.4.3.1), or that the Procuring Agency finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.

B. Offeror has followed the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by the Procuring Agency to be either a defect that the Procuring Agency will waive in accordance with “Acceptance/Rejection of Proposals” (Section 1.1.5.1) or that the proposal can be sufficiently modified to meet these requirements.

C. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.

The Procuring Agency will carry out and document its evaluations in accordance with the criteria and procedures of “Proposal Selection Process” (Section 1.1.4.3). Any extreme proposal deficiencies which may render a proposal unacceptable will be documented. The Procuring Agency will make specific note of questions, issues, concerns and areas requiring clarification by Offerors and to be discussed in any meetings with Offerors which the Procuring Agency finds to be within the competitive range.

Rankings and spreads of the proposals against the evaluation criteria will then be made by the Procuring Agency as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range, or may be reasonably made to be within the competitive range.

III. Proposals not within the Competitive Range. Offerors of any proposals that have been determined by the Procuring Agency as not in the competitive range, and cannot be reasonably made to be within the competitive range, will be notified in writing, including the shortcomings of their proposals.

IV. Discussions with Offerors in the Competitive Range. The Offerors whose proposals are found by the Procuring Agency to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Offeror may be invited for a private interview(s) and discussions with the Procuring Agency to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in “Form for Proposal Deviation” (Section 1.1.6.9), said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, the Procuring Agency shall have the right to reject any and all such conditions and/or exceptions, and instruct the Offeror to amend its proposal and remove said conditions and/or exceptions; and any Offeror failing to do so may cause the Procuring Agency to find such proposal to be outside the competitive range.
No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors. Offerors will 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. Offerors will not be told of their rankings among the other Offerors.

V. Factory and Site Visits. The Procuring Agency reserves the right to conduct factory visits to inspect the Offeror's facilities and/or other transit systems which the Offeror has supplied the same or similar equipment.

VI. Best and Final Offers (BAFO). After all interviews have been completed, each of the Offerors in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFOs shall include:

A. Notice that discussions/negotiations are concluded;  
B. Notice that this is the opportunity for submission of a BAFO;  
C. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;  
D. 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 and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;  
E. Notice that if Offerors do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial proposals made by an Offeror in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by the Procuring Agency according to the same requirements and criteria as the initial proposals “Proposal Selection Process” (Section 1.1.4.3). The Procuring Agency will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by the Procuring Agency and considered according to the relative degrees of importance of the criteria defined in “Proposal Evaluation Criteria” (Section 1.1.4.3.2).

The Procuring Agency will then choose that proposal which it finds to be most advantageous to the Procuring Agency based upon the evaluation criteria. The results of the evaluations and the selection of a proposal for any award will be documented in a report.

The Procuring Agency reserves the right to make an award to an Offeror whose proposal it judges to be most advantageous to the Procuring Agency based upon the evaluation criteria, without conducting any written or oral discussions with any Offerors or solicitation of any BAFOs.
1.1.4.5 CONFIDENTIALITY OF PROPOSALS

Access to government records is governed by the State of California. Except as otherwise required by the State of California, the Procuring Agency will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which an Offeror 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 will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Offeror may (or shall) submit proprietary information, trade secrets or confidential commercial and financial information, which an Offeror believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

The Procuring Agency shall employ sound business practices no less diligent than those used for the Procuring 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 Offerors and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the laws 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 Procuring Agency in its sole discretion, bears appropriate notices relating to its confidential character.

RESPONSE TO PROPOSALS

ACCEPTANCE/REJECTION OF PROPOSALS

The Procuring Agency reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Offerors, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to the Procuring Agency, price and other evaluation criteria considered. The Procuring Agency reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. The Procuring 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 Offerors.

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

The Procuring Agency may reject a proposal that includes unacceptable deviations as provided in “Conditions, Exceptions, Reservations or Understandings” (Section 1.1.2.4).
SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by the Procuring Agency to be acceptable, a detailed price/cost proposal may be requested of the single Offeror. A price or cost analysis, or both, possibly including an audit, may be performed by or for the Procuring Agency of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Offeror has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise an Offeror’s price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Offeror’s Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Offeror’s performance should cost. A cost analysis is generally conducted to determine whether the Offeror is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate the Procuring Agency to accept such a single proposal; and the Procuring Agency may reject such proposal at its sole discretion.

CANCELLATION OF PROCUREMENT

The Procuring Agency reserves the right to cancel the procurement, for any reason whatsoever, at any time before the Contract is fully executed and approved on behalf of the Procuring Agency.

AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding in the form of a grant from the Federal government. The Procuring Agency’s obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the Procuring Agency for any payment shall arise until funds are made available to the Purchasing Manager for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Purchasing Manager. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with Protest Procedures contained herein. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1D. Failure to comply with the protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.
PROTEST PROCEDURES
The agency’s review of any protest will be limited to violations of state or local laws or/regulations, violations of the agency’s purchasing procedures, or violations of the agency’s protest procedures or failure to review a complaint or protest.

Protests based on restrictive or severely defective specifications or improprieties in any type of solicitations that are apparent prior to bid opening or closing date for bids, must be received no later than five (5) days before the scheduled bid opening.

Protests based upon the staff recommendation for contract award must be received within seven (7) calendar days from the date that the notice is sent to all bidders, of the staff's recommendation for award of the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

All protests must be addressed as follows:

For Special Delivery, U.S. Mail, or E-mail

Attention: Sandra Amorim
Monterey-Salinas Transit
19 Upper Ragsdale, Suite 200
Monterey, CA 93940
samorim@mst.org

Protests not properly addressed may not be considered by the agency.
REQUIRED FORMS

REQUEST FOR PRE-OFFER CHANGE OR APPROVED EQUAL

RFP #18-08 Trolley Replica Procurement

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 “Offeror Communications and Requests” (Section 1.1.2.2).

| Request #: ____________________ | Offeror: ____________________ |
| Solictation Ref: ______ | Page: ________________ | Section: ________________ |
| Questions/Clarification or Approved Equal: ____________________ |

Procuring Agency: ____________________
ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the price proposal.

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 Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. __________________________, Dated ________________
Addendum No. __________________________, Dated ________________
Addendum No. __________________________, Dated ________________
Addendum No. __________________________, Dated ________________

Offeror: ____________________________________

Name

________________________________________
Street Address

________________________________________
City, State, Zip

________________________________________
Signature of Authorized Signer

________________________________________
Title

________________________________________
Phone
## OFFEROR SERVICE AND PARTS SUPPORT DATA

<table>
<thead>
<tr>
<th>Location of nearest Technical Service Representative to Procuring Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
</tbody>
</table>

Offeror to describe technical services readily available from said representative.

<table>
<thead>
<tr>
<th>Location of nearest Parts Distribution Center to Procuring Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
</tbody>
</table>

Offeror shall 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 Procuring Agency
BUY AMERICA CERTIFICATION

Certificate of Compliance

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

Date: _____________________________________________________________

Signature: ________________________________________________________

Company Name: __________________________________________________

Title: ____________________________________________________________

Certificate of Non-Compliance

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

Date: _____________________________________________________________

Signature: ________________________________________________________

Company Name: __________________________________________________

Title: ____________________________________________________________
DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

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

If the prospective lower tier participant (Offeror) 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 _________.


_____________________________ Signature of the Bidder or Offeror’s Authorized Official

_____________________________ Name and Title of the Bidder or Offeror’s Authorized Official

_____________________________ Date
LOBBying CERTIFICATION

The Bidder or Offeror certifies, to the best its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its 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, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.


______________________________ Signature of the Bidder or Offeror’s Authorized Official

______________________________ Name and Title of the Bidder or Offeror’s Authorized Official

______________________________ Date
DBE APPROVAL CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

_________________________________ Signature of the Offeror’s Authorized Official

_________________________________ Name and Title of the Offeror’s Authorized Official

_________________________________ Date
CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

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

(mark one and only one of the two blank spaces with an “x”)

1. _____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _________________ (date). 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 Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.

2. _____ The vehicle is a new model and will be Altoona tested, the results will be submitted to Procuring Agency prior to acceptance of the first bus.

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

Date: _____________________________

Signature: _________________________

Company Name: ____________________

Title: ______________________________

Request for Proposal, Offer & Award

30
FORM FOR PROPOSAL DEVIATION

RFP# 18-08

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Conditions, Exceptions, Reservations and Understandings” (Section 1.1.2.4). One copy without any price/cost information is to be placed in the technical proposal as specified in “Technical Proposal Requirements” (Section 1.1.3.2) and a separate copy with any price/cost information placed in the price proposal as specified in “Price Proposal Requirements” (Section 1.1.3.3).

<table>
<thead>
<tr>
<th>Deviation #:</th>
<th>Offeror:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Ref:</td>
<td>Page:</td>
</tr>
<tr>
<td>Complete Description of Deviation</td>
<td>Section:</td>
</tr>
</tbody>
</table>

Rationale (Pros & Cons):
### PRICING SCHEDULE

**Trolley Replica Cost and Pricing Form**

The vehicles shall be delivered to Monterey, CA

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>STANDARD BASE MODEL TROLLEY</td>
<td>Each</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>List each option that modified the standard trolley, the amount of credit given for the standard component and the up charge for the option. All items are considered “or approved equal”.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Cummins engine ISB 6.7 L 280 HP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Allison Transmission B 300 w/ side radiator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Freightliner MB 55 Chassis</td>
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<td>d</td>
<td>Leece-Neville Alternator</td>
<td></td>
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<td>e</td>
<td>Telma Retarder</td>
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### OPTIONS

List cost of options per year

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<tr>
<th>Item</th>
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<th>Unit Year</th>
<th>Quantity Year</th>
<th>Unit price</th>
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<td>Each</td>
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<tr>
<td>4</td>
<td>Delivery Charge</td>
<td>Each</td>
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<td>Standing Capacity</td>
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<td>Engine</td>
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<td>Batteries</td>
<td>8-D Batteries</td>
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<td>Allison 2200 Automatic</td>
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<td>Retarder</td>
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<td>Chassis</td>
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<td>Air Ride</td>
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<td>Fire Suppression and Detection</td>
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<td>Body</td>
<td>Aluminum Body Panels</td>
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<td>Trans sign curtains on Front and Side</td>
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<tr>
<td>Driver’s Seat</td>
<td>Recaro Ergo Metro</td>
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<tr>
<td>W/C/L</td>
<td>Braun undercarriage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC</td>
<td>Standard heat and A/C</td>
<td></td>
<td></td>
</tr>
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OFFER

Offeror shall complete the following form and include same in the price proposal.

OFFER

By execution below Offeror hereby offers to furnish equipment and services as specified in MST’s Request for Proposals No. 18-08 including the General Provisions (Section 2), Quality Assurance Provisions (Section 3), Warranty Provisions (Section 4) and Technical Specifications (Section 5), therein.

Offeror: __________________________________________

Name

_________________________________________________
Street Address

_________________________________________________
City, State, Zip

_________________________________________________
Signature of Authorized Signer

_________________________________________________
Title

_________________________________________________
Phone
AWARD

NOTICE OF AWARD

By execution below, Procuring Agency accepts Offer as indicated above.

Purchasing Manager: ______________________________

                                         Signature

Date of Award: ______________________________

NOTIFICATION OF AWARD AND DEBRIEFING

Proposer who submits a proposal in response to this RFP shall be notified in writing regarding the firm awarded the contract. Such notification shall be made at least seven (7) days prior to the date the contract is awarded.

Proposer who was not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Proposer who wish to be debriefed, must request the debriefing in writing and it must be received by the Purchasing Manager within three (3) days of notification of the contract award.
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DEFINITIONS

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

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

Best and Final Offer (BAFO). The last Offer made by a proposer. If a BAFO is not specifically requested by the Procuring Agency, or if the proposer does not timely respond to a request for BAFO, the most recent, current Offer is the BAFO.

Procuring Agency. Monterey-Salinas Transit

Contract. The Offer and its acceptance by the Procuring Agency as manifested by the contract documents specified in "Contract Documents" (Section 2.2.2).

Purchasing Manager. The person who is executing this Contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.

Contractor. The successful Offeror who is awarded a Contract for providing all buses and equipment described in the contract documents.

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

Due Date. The date and time by which Offers (proposals or bids) must be received by the Procuring Agency as specified in "Instructions to Offerors" (Section 1.1.3 of Procuring Agency's solicitation).

Offer. A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Procuring Agency documented using the prescribed form in the solicitation, including any bid or proposal or Best and Final Offer.

Offeror. A legal entity which makes an Offer, including a bidder or proposer.

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

Solicitation. Procuring Agency's Request for Proposals

Supplier or Subcontractor. Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the bus. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in Part 3: Quality Assurance Provisions.

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.
CONTRACT AND MODIFICATIONS

CONTRACT AWARD AND EXECUTION

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the Offeror whose Offer is accepted. No other act by the Procuring Agency shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in "Production of Documents" (Section 2.7.3).

CONTRACT DOCUMENTS

The Contract consists of the following:
- Part 1 – Contractor’s Best and Final Offer and Procuring Agency’s Notice of Award
- Part 2 – General Contractual Provisions
- Part 5 – Technical Specifications
- Addenda – As issued
- Contractor’s Proposal including any modifications explicitly incorporated in Contractor’s Best and Final Offer

In case of any conflict among these documents where the parties' intended resolution is not clear, the order of precedence shall be:

First – Addenda issued by Procuring Agency
Second – Part 5, Technical Specifications
Third – Parts 2, 3 and 4 of this document
Fourth – Contractor’s Offer
Fifth – Contractor’s Proposal

MODIFICATIONS TO CONTRACT

CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted to the appropriate Procuring Agency for its prior approval.

WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this Contract shall be made unless the Purchasing Manager gives prior written approval therefore. The Contractor shall be liable for all cost.
resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Purchasing Manager.

**CHANGE ORDER PROCEDURE**

As soon as reasonably possible but no later than 30 (thirty) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Purchasing Manager 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 Purchasing Manager. 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 the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

**PRICE ADJUSTMENT FOR REGULATORY CHANGES**

If price adjustment is indicated, either upward or downward, it shall be negotiated between the Procuring Agency and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

**PARTIES AND CHANGES IN PARTIES**

**PARTIES**

The parties to the contract are the Procuring Agency as defined in "Definitions", Section 2.1 and the Offeror as set out in the accepted Offer.

**SUCCESSION**

The Contract will be binding on the parties, their successors, and assigns.

**ASSIGNMENT AND SUBCONTRACTING**

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

**SPECIFICATION AND OFFER OMISSIONS**

Notwithstanding the provision of drawings, technical specifications, or other data by the Procuring 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. Communication equipment and other items that are installed by the Procuring Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by "Instructions to Offerors" (Section 1.1.3 of Procuring Agency's
solicitation) by completing the specified form(s) shall be invalid and shall not be binding on the Procuring Agency.

**TERMINATION OF CONTRACT**

**TERMINATION FOR CONVENIENCE**

The performance of work under this Contract may be terminated by the Procuring Agency in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Manager shall determine that such termination is in the best interest of the Procuring 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.

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 "Procuring Agency" shall be substituted in lieu thereof.

**TERMINATION FOR DEFAULT**

The Procuring 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 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 10 (ten) days (or such longer period as the Purchasing Manager may authorize in writing) after receipt of notice from the Purchasing Manager specifying such failure.

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

If the Contract is terminated in whole or in part for default, the Procuring Agency may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Procuring 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 causes 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 in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Procuring Agency shall be at the Contract price. The Procuring Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Purchasing Manager determines to be necessary to protect the Procuring 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 Procurement Agency.

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

COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered via e-mail; or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the Procuring Agency and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Communications shall be considered received at the time actually received by the addressee or designated agent.

DELIVERY AND TITLE

DELIVERIES

BUS DELIVERY PROCEDURE

Delivery of buses shall be determined by signed receipt of the Procuring Agency's designated agent(s) Norm Tuitavuki, Deputy Chief Operating Officer at the following point of delivery:

1 Ryan Ranch Road, Monterey, CA 93940
DELIVERY SCHEDULE
Delivery shall be completed within agreed upon timelines of the executed contract documents. Hours of delivery shall be prior to 10 a.m. the following days of the week: Monday, Tuesday, Wednesday, and Thursday. No delivery Friday through Sunday.

PRE-DELIVERY TESTS AND INSPECTIONS
The manufacturer shall ensure all quality control inspections are in-place and sufficient to ensure completion and delivery of the vehicles specified in Section 5 (Technical Specifications). The manufacturer shall ensure the vehicles are visually inspected and road tested prior to delivery.

ASSUMPTION OF RISK OF LOSS
The Procuring Agency shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery Procedure" (Section 2.3.1.1), if delivered by common carrier or driveway, or on release to the Procuring Agency’s drivers at the Contractor’s plant. Prior to this delivery or release, the Contractor shall have risk of loss of the bus, including any damages sustained during the common carrier or drive away operation regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log en-route and it shall be delivered to the Procuring Agency with the bus.

ACCEPTANCE OF BUS
Within 15 (fifteen) calendar days after arrival at the designated point of delivery, the bus shall undergo the Procuring Agency tests defined in Part 4: Quality Assurance Provisions. The vehicle shall undergo the FTA required Post Delivery Review. If the bus passes these tests or if the Procuring Agency does not notify Contractor of non-acceptance within 15 (fifteen) calendar days after delivery, acceptance of the bus by the Procuring Agency occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Procuring Agency notifies the Contractor of early acceptance or places the bus in revenue service. If the bus fails these tests, it shall not be accepted, and title shall not be transferred until the repair procedures defined in "Repairs After Non-acceptance" (Section 2.3.2) have been carried out and the bus retested until it passes.

REPAIRS AFTER NONACCEPTANCE
The Contractor or its designated representative shall perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within 5 (five) days, then the work may be done by the Procuring Agency’s personnel with reimbursement by the Contractor.

REPAIRS BY CONTRACTOR
After non-acceptance of the bus, the Contractor must begin work within 5 (five) working days after receiving notification from the Procuring Agency of failure of acceptance tests. The Procuring Agency shall make the bus available to complete repairs timely with the Contractor repair schedule.

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

**REPAIRS BY PROCURING AGENCY**

1. **Parts Used.** If the Procuring Agency performs the repairs after non-acceptance of the bus, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Procuring Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

2. **Contractor Supplied Parts.** If the Contractor supplies parts for repairs being performed by the Procuring Agency after non-acceptance of the bus, these parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within 10 (ten) working days after receipt of the request for said parts.

3. **Return of Defective Components.** The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total costs for this action shall be paid by the Contractor.

4. **Reimbursement for Labor.** The Procuring Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, top mechanic, straight wage rate, plus 30% fringe benefits, plus the cost of towing in the bus if such action was necessary. These wage and fringe benefits rates shall not exceed the rates in effect in the Procuring Agency's service garage at the time the defect correction is made.

5. **Reimbursement for Parts.** The Procuring Agency shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and handling costs.

**UNAVOIDABLE DELAYS**

**CONTRACTOR'S DELAY**

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

1. 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;

2. The Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and

4. The Contractor makes written request and provides other information to the Procuring Agency as described in "Notification of Contractor Delay" (Section 2.3.3.2 below).

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

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" (Section 2.3.4) for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

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

NOTIFICATION OF CONTRACTOR DELAY

Notwithstanding "Contractor's Delay" (Section 2.3.3.1), no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with the Procuring Agency within 14 (fourteen) 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 Procuring Agency within 30 (thirty) 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 Procuring Agency shall make its determination within 30 (thirty) calendar days after receipt of the application.

LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in the agreement, except for any excusable delays as provided in "Unavoidable Delays" (Section 2.3.3), or any extension thereof, the Procuring Agency will be damaged thereby. The amount of said damages, being difficult if not
impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Procuring Agency shall be fixed at $200 per calendar day per bus not delivered in substantially as good condition as inspected by the Procuring Agency at the time of acceptance as specified in Section 2.3.1.5 “Acceptance of Bus.”

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

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 Procuring Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

The Procuring Agency specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with "Termination of Contract" (Section 2.2.6).

**TITLE**

Adequate documents for registering the bus shall be provided to the Procuring Agency at least three (3) working days before each bus is released to the common carrier drive away or to the Procuring Agency's drivers. Upon acceptance of each bus, the Contractor warrants that the title shall pass to the Procuring Agency free and clear of all encumbrances.

**PAYMENT**

The Procuring Agency shall pay and the Contractor shall accept the amounts set forth in the price schedule 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, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

The Procuring Agency shall pay to the Contractor twenty percent (20%) of the total amount of the price schedule within 30 (thirty) calendar days after the issuance of the notice of award and upon receipt of Contractor's invoice and provision by the Contractor the evidences of insurance required by "Insurance" (Section 2.7.1) and Performance Bond specified by "Performance Bond" (Section 2.7.2). The Advance Payment shall be refunded to the Procuring Agency as prorata credits against future invoices.
The Procuring Agency shall make payments for buses at the unit prices itemized in the Price Schedule within 30 (thirty) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice. In the event that the bus does not meet all requirements for acceptance the Procuring Agency may, at its exclusive option, "conditionally accept" the bus and place it into revenue service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action for acceptance. For any conditionally accepted bus the payment shall be reduced by an amount to be withheld, and paid upon corrective action by the contractor, equal to twice the estimated cost for parts and labor for the corrective action.

All payments shall be made as provided herein, less a withholding of ten percent (10%) plus any additional moneys withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages" (Section 2.3.4).

The Procuring Agency shall make a final payment for all withholding within 30 (thirty) 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. Rectification of any deficiencies found during the acceptance of buses.
3. Contractor provision of any certifications as required by law and/or regulations.
4. Completion of post delivery audits required under the Contract.

SERVICE AND PARTS

ENGINEER / SERVICE REPRESENTATIVES

The Contractor shall, at its own expense, have a competent engineering service representative(s) available on request to assist the Procuring Agency's staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the Contractor of responsibilities under Part 4: Warranty Provisions.

DOCUMENTS

The Contractor shall provide current maintenance manual(s), current parts manual(s), and standard operator's manual(s) as part of this Contract. The Contractor shall keep maintenance manuals available for a period of three years after the date of acceptance of the buses procured under this Contract. The Contractor shall also exert its best efforts to keep maintenance manuals, operator manuals, and keep parts books up-to-date for a period of 15 (fifteen) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement. The following manuals shall be supplied as indicated in sets, such that a set consists of a hardcopy and CDROM.
Maintenance Manual Packages (one set for each bus delivered)
A set shall consist of the following:
- Service Manual to be used by maintenance mechanics as a repair guide. This manual will describe the operation of all vehicle systems, provide trouble shooting assistance, step by step instructions for component removal, rebuilding and replacement, pictorial illustrations of disassembled components and schematics for the electrical, hydraulic and air system
- Engine Overhaul Manual
- Transmission Overhaul Manual
- Differential Overhaul Manual
- PM Inspection

The vehicle manufacturer will supply the Procuring Agency with a detailed inclusive routine preventive maintenance procedure. This procedure will contain the following:
- Change interval for all fluids and filters.
- Lubrication points identified by location, interval and lubricant type required.
- Items requiring periodic inspection and adjustment.
- Where gauge and instrument readings are required, the dimensions and tolerance will be specified.
- Fluid analysis contaminant and degradation criteria will be specified for engine, transmission, differential, and coolant fluids. This information may be used to determine fluid change intervals and/or identify component defects.

Parts Manuals (one set for each bus delivered)
The parts Manual shall contain each part used during the assembly of the vehicle on a production line ticket and also each part will be referenced in a manual by specific vehicle sub-system. The manual will be one produced specifically for the vehicle referenced. The manual will contain the following:
- Components and component parts indexes by (1) part nomenclature, and (2) bus manufacturer’s part number
- Pictorial views as needed for illustration
- Components will be identified as an assembly and by individual breakdowns
- Engine Overhaul Parts Manual
- Transmission Overhaul Parts Manual
- Differential Overhaul Parts Manual
- Parts Bulletins will be provided as changes or updates are made to the original parts information for the service life of the vehicle.
- Production Bill of Materials, including all purchased components thoroughly described and listed by brand, model, and component manufacturer’s part number, identifying the names of suppliers. A cross-reference, with the Contractors part number cross-referenced to the component’s original equipment manufacturer’s name and part number may be substituted.
- Two 8” x 10” glossy color photos of the bus being offered.

Operators Manuals (Five (5) to be provided)
Bulletins
Each and every time a change or modification is made to the vehicles described within this specification, the manufacturer will announce and initiate this action by issuing a bulletin. This bulletin service will start after the Procuring Agency’s receipt of the first vehicle and remain active throughout the service life. Each bulletin will contain at least the following ingredients:

- Description of actual change or modification
- Date of implementation
- Replacement pages for service and/or parts manuals as applicable
- Method of implementation

PARTS AVAILABILITY GUARANTY

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least 15 (fifteen) years after the date of acceptance. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then current published catalog prices.

Where the parts ordered by the Procuring Agency are not received within two working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor shall provide the Procuring Agency, within eight hours of the Procuring 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 Procuring Agency.

Where the Contractor fails to honor this parts guaranty or parts ordered by the Procuring Agency are not received within 30 (thirty) days of the agreed upon delivery date, then the Contractor shall provide to Procuring Agency, within 7 (seven) days of the Procuring 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 Procuring Agency. Contractor's design and manufacturing documentation provided to the Procuring Agency shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

INTERCHANGEABILITY

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

Contractor's obligations under this section 2.5 shall survive the nominal expiration or discharge of other Contract obligations and Procuring Agency may obtain any remedy under law, Contract or equity to enforce the obligations of contractor that survive the manufacturing, warranty, and final payment periods.

AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided the Procuring Agency is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Procuring Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which 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.

A. In the event of a **sole source Contract**, or **single Offer**, **single responsive Offer**, or **competitive negotiated procurement** the Contractor shall maintain and the Purchasing Manager, 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.

B. **For Contract modifications or change orders** the Purchasing Manager, the U.S. Department of Transportation *(if applicable)*, or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the contract modification or change order reveals inaccurate, incomplete, or out-of-date data, the Purchasing Manager may renegotiate the contract modification or change order price adjustment and the Procuring Agency shall be entitled to any
reductions in the price that would result from the application of accurate, complete or up-to-date data.

C. For any cost reimbursable work the Contractor shall maintain and the Purchasing Manager, the U.S. Department of Transportation (if applicable), or their representatives shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work.

1. The materials described in Paragraphs A, B and C above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts" (Section 2.5). For records relating to appeals under "Disputes" (Section 2.2.7), "Audit and Inspection of Records" (this Section 2.6), litigation, or the settlement of claims arising out of the negotiation or the performance of contract modifications, records shall be kept available until such appeals, litigation, or claims have been disposed of.

2. The Purchasing Manager and his/her representative and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.

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

**RISK**

**INSURANCE**

During performance of the contract, Contractor shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions, and Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the term of this agreement.

1. Comprehensive General Liability, including Contractual, Independent, Contractors, and Personal Injury Liability; and Automobile Liability, including any autos; with at least the following limits of liability:
   a. Primary Bodily Injury Liability limits of $2,000,000 per occurrence; and
   b. Primary Property Damage Liability limits of $1,000,000 per occurrence; or
   c. Combined single limits of liability for Primary Bodily Injury and Primary Property Damage of $2,000,000 per occurrence.
2. Workers Compensation Insurance with the limits established and required by the states where the vehicles will be manufactured.
3. Employer’s Liability with limits of $2,000,000.

Prior to commencement of any work hereunder, Contractor shall furnish to the Procuring Agency’s Purchasing Manager broker-issued certificate(s), including endorsements, of insurance listing the required insurance coverage for Contractor and further providing that:
1. The Procuring Agency, its officers, directors, employees, and agents, are named as an additional insured via endorsement on Comprehensive General Liability and Automobile Liability Insurance with respect to performance hereunder; and
2. The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and
3. Thirty- (30) days prior written notice of cancellation or material change in coverage be given to the Procuring Agency.

“Occurrence” as used herein, means any event or related exposure to conditions, which result in bodily injury or property damage.

**PERFORMANCE BOND**

The Contractor shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by the Procuring Agency before offer submission, or a performance bond, from a surety duly licensed to do business in the state of California having a financial rating from A. M. Best Company of "A VIII" or better, in the amount of 25% percent of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled.

In the case that a surety shall become insolvent, its license is revoked or suspended, or in the case of a surety approved on the basis that it is listed as an approved federal surety, that such federal approval is revoked or suspended, the Contractor, within five days after notice by the Procuring Agency, shall substitute other and sufficient surety or sureties. If the Contractor fails to do so, such failure shall be an event of default.

**PRODUCTION OF DOCUMENTS**

Upon award of the Contract to an Offeror, such Offeror shall commence performance under the Contract by executing all Contract Guaranty Agreements provided with the Offer, by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within 30 (thirty) calendar days after the date of receipt of the notice of award or within such further time as the Procuring Agency may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default" (Section 2.2.5.2).
INDEMNIFICATION

The Contractor shall, to the extent permitted by law (1) protect, indemnify and save the Procuring 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 Procuring 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 negligent acts, errors or omissions of the Contractor, including 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 Procuring 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 any 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 Procuring Agency shall not make any admission which 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 Procuring 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 Procuring Agency shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the Procuring Agency, its officers, employees, agents or consultants, including 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, or death, or damages is 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 as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

MATERIALS/ACCESSORIES RESPONSIBILITY

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 supplier. This provision excludes tires, radios, and any equipment leased or supplied by the Procuring 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. Risk of damage to or loss of the buses is the subject of "Assumption of Risk of Loss" (Section 2.3.1.4).

**POLICIES FOR ALL TIERS**

Contractor agrees to comply with the subsections of this Section 2.8 and to include these requirements in all subcontracts of every tier.

**NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS:**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing 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 also 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 awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.
INCORPORATION OF FTA TERMS

"General Contract Provisions," (this Section 2), includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as amended, 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 Procuring Agency requests which would cause Procuring Agency to be in violation of the FTA terms and conditions.

CHANGES IN FEDERAL LAWS AND REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between Procuring 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.

CARGO PREFERENCE

The Contractor agrees:

To utilize privately owned United States-flag commercial vessels to ship at least 50 (fifty) 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 this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

To furnish within 20 (twenty) working days following the date of loading for shipments originating within the United States, or within 30 (thirty) 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 Procuring Agency (through the Contractor in the case of a subcontractor's bill-of-lading.)

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6321 et seq.)
RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CIVIL RIGHTS

NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the underlying Contract:

1. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue;


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

**DISADVANTAGED BUSINESS ENTERPRISE**

**POLICY**
It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with Federal Funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this agreement.

**DBE OBLIGATION**
Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

**REMEDY**
Failure of the Contractor to comply with this section or to include it in any subcontract of any tier will constitute a breach of Contract and, after notification of DOT, may result in termination of the Contract by the Procuring Agency or such remedy as the Procuring Agency deems appropriate.

**PATENT INFRINGEMENT**
The Procuring Agency shall advise the Contractor of any impending patent suit related to this Contract against the Procuring Agency and provide all information available. The Contractor shall defend any suit or proceeding brought against the Procuring 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 Procuring 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 Procuring 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.
Contractor’s obligations under this section are discharged and Procuring Agency shall hold Contractor harmless with respect to the equipment or part if it was specified by the Procuring Agency and all requests for substitutes were rejected, and the Contractor advised the Procuring Agency under "Offeror Communications and Requests" (Section 1.1.2.2) of a potential infringement, in which case the Contractor shall be held harmless.

**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. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

The Procuring 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.

**INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom. (41 U.S.C. § 22.)

**PROHIBITED INTEREST**

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

Contractor shall comply with the subsections of this Section 2.9 and to include these requirements, except "Contract Work Hours and Safety Standards Act" (Section 2.9.1), in all subcontracts exceeding $100,000 in value of every tier. Contractor will include "Contract Work Hours and Safety Standards Act" (Section 2.9.1) in all subcontracts exceeding $2,500 in value not including subcontracts for the purchase of supplies or materials or articles ordinarily available on the open market.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

3. Withholding for unpaid wages and liquidated damages. The Procuring Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the 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 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 this section.

5. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**CLEAN AIR**

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

**CLEAN WATER**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor shall report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
DEBARMEMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Debarment and Suspension Certification" (Section 1.1 of the Procuring Agency's solicitation).

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Procuring Agency may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to Procuring Agency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Procuring Agency.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Debarment and Suspension Certification Requirements" and the certificate form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The
knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Procuring Agency may pursue available remedies including suspension and/or debarment.

**LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS**

In accordance with 31 U.S.C. (1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. See "Lobbying Certification," in Section 1.1 of Procuring Agency's solicitation.

**POLICIES FOR PRIME CONTRACT**

**PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

**CERTIFICATIONS REQUIRED**
The Offeror and (if selected) Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications with its Offer and (if selected) after acceptance of the last bus:

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

**SOLICITATION SPECIFICATION REQUIREMENTS**
The Offeror and (if selected) Contractor shall submit evidence that it will be capable of meeting the bid specifications by completing the “Component Checklist” form in the Required Forms section of this document.
**FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)**

The Offeror 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 will not be subject to FMVSS regulations.

### 2.10.2 BUS ALTOONA TESTING

The Contractor agrees to comply with 49 U.S.C. § 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 Procuring Agency prior to the recipient's final acceptance of the first bus.

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 Procuring Agency prior to Procuring Agency'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.
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QUALITY ASSURANCE REQUIREMENTS

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

INSPECTIONS

This section shall always apply when procuring more than 10 buses. If procuring ten or fewer buses, the Procuring Agency is not required to send a resident inspector to the manufacturing site; however, it may choose to do so at its own discretion. To demonstrate compliance with the post-delivery purchaser’s requirements certification requirement, the Procuring Agency will visually inspect and road test the buses prior to acceptance.

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 before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test, and bus final road test completion.

RESIDENT INSPECTOR

RESIDENT INSPECTOR ROLE

The Procuring Agency shall be represented at the Contractor’s plant by resident inspectors. They shall monitor, in the Contractor’s plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Procuring Agency shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings" (Section 4.2.2.2); "Authority" (Section 4.2.2.3); and "Pre-Delivery Tests" (Section 4.3.2). Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this Part 4. "Quality Assurance" Provisions.

PRE-PRODUCTION MEETINGS

The primary resident inspector shall participate in design review and pre-production meetings with the Procuring 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 30 (thirty) days prior to the beginning of bus manufacture, the primary resident inspector shall meet with the Contractor’s quality assurance manager and shall conduct a pre-
production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

**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 Procuring Agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

The primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly work under this contract. 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.

**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, file cabinet, chairs, and clothing lockers sufficient to accommodate the resident staff.

**ACCEPTANCE TESTS**

**RESPONSIBILITY**

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

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to the Procuring 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 Procuring Agency.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the requirements in "Technical Specifications" (Part 5). The Procuring Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in "Technical Specifications" (Part 5), if there is evidence that prior tests have been invalidated by Contractor's change of supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

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

INSPECTION - VISUAL AND MEASURED

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

TOTAL BUS OPERATION

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 15 (fifteen) miles during the road tests. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operation tests.
POST-DELIVERY TESTS

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

Buses that fail to pass the post-delivery tests are subject to non-acceptance. The Procuring Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance, conditional acceptance, or non-acceptance of each bus within five days according to "Acceptance of Bus" (Section 2.3.1.5) after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Contractual Provisions" (Part 2, "Repairs After Non-acceptance" (Section 2.3.2).

VISUAL INSPECTION

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

BUS OPERATION

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

GUIDE FOR INSPECTION

The “actual” acceptance inspection will be a basic visual/performance review, which will be supplemented by requirements learned through the effort of reviewing the first article, and the manufacturers recommended inspection guidelines. The basic inspection will consist of at least the following elements:

- Visual safety inspection
- Check/fill fluids
- Check for leaks, plumbing routing/clamps
- Critical fastener torque
- Driving test, performance, shifting, steering
- Exterior water leak test
- Brake deceleration, retarder activation
- Data collection, VIN #, license, serial #’s
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**BASIC PROVISIONS**

**WARRANTY REQUIREMENTS**

**CONTRACTOR WARRANTY**

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original Procuring Agency each complete bus, and specific subsystems and components as follows.

**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 one year or 50,000 miles, whichever comes first, beginning on the date of acceptance, or conditional acceptance of each bus under "Acceptance of Bus" (2.3.1.5). The warranty is based on regular operation of the bus under the operating conditions prevailing in the Procuring Agency's locale.

**BODY AND CHASSIS STRUCTURE**

Body, body structure, and structural elements of the suspension are warranted to be free from Defects, Related Defects, and to maintain structural integrity for three years or 150,000 miles, whichever comes first.

Primary load carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 or Class 2 failure for the life of the bus.

**PROPULSION SYSTEM**

Propulsion system components, specifically the engine, transmission and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for five years or 300,000 miles, whichever comes first. Propulsion system manufacturer's standard warranty, delineating items excluded from this warranty, submitted in accordance with "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation), is attached.

**MAJOR SUBSYSTEMS**

Major subsystems shall be warranted to be free from Defects and Related Defects, for three years or 150,000 miles, whichever comes first. Major subsystem manufacturers standard warranty, delineating items excluded from this warranty, submitted in accordance "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation), is attached. Items included as Major Subsystems are listed below:

- Brake system
- Destination signs
- Heating, Ventilating, and Air conditioning system
- Door systems
- Air compressor and dryer
• Wheelchair lift and ramp system
• Starter Alternator

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

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

EXCEPTIONS AND ADDITIONS TO WARRANTY
The warranties shall not apply to the following items scheduled maintenance items, normal wear-out items, and items furnished by the Procuring Agency, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

The warranties shall not apply to components and major subsystems specified by the Procuring Agency, and required by the Procuring Agency to be installed on the bus by the Contractor, if the following conditions apply: the Procuring Agency has rejected the Contractor's requests for approved equal under "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation), and the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies the Procuring Agency in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to the Procuring Agency any warranty, offered by a component supplier, that is superior to that required herein.

DETECTION OF DEFECTS
If the Procuring Agency detects a Defect within the warranty periods defined in "Warranty Requirements" (Section 4.1.1), it may at its discretion if it determines it needs to do so based on transit service or other requirements, perform the necessary repairs, and it shall notify the Contractor's representative via a warranty claim. Within five (5) working days after receipt of notification, the Contractor's representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or examined at the Procuring Agency's property or at the Contractor's plant. At that
time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Procuring Agency and the Contractor. Repairs will be conducted in accordance with "Repairs by Contractor" (Section 4.2.2).

**FLEET DEFECTS**

**OCCURRENCE AND REMEDY**

A fleet defect is defined as cumulative failures of any kind in the same components in the same or similar application where such items covered by the warranty and such failures occur in the warranty period in the specified proportion of the buses delivered under this contract. For deliveries of over 50 buses, the proportion shall be 20 (twenty) percent. For deliveries of 4 (four) to 49 (forty-nine) buses the proportion shall be 25 (twenty-five) percent.

The Contractor shall correct a fleet defect under the warranty provisions defined in "Repair Procedures" (Section 4.2). After correcting the Defect, the Procuring 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.

**EXCEPTIONS TO FLEET DEFECT PROVISIONS**

Fleet defect warranty provisions shall not apply to components and major subsystems specified by the Procuring Agency and required by the Procuring Agency to be installed on the bus by the Contractor, if the following conditions apply: the Procuring Agency has rejected the Contractor's requests for approved equal under "Offeror Communications and Requests" (Section 1.1.2.2 of Procuring Agency's solicitation) and the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies the Procuring Agency in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to the Procuring Agency any warranty, offered by a component supplier, that is superior to that required herein.
REPAIR PROCEDURES

REPAIR PERFORMANCE

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

REPAIRS BY CONTRACTOR

The Contractor or its designated representative shall begin work on warranty-covered repairs, within five calendar days after receiving notification of a Defect from the Procuring Agency. The Procuring Agency shall make the bus available to complete repairs timely with the Contractor repair schedule.

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

REPAIRS BY PROCURING AGENCY

PARTS USED

If the Procuring 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 Procuring Agency may use Contractor-specified parts available from its own stock if deemed in its best interest. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Procuring Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

CONTRACTOR SUPPLIED PARTS

The Procuring Agency may require that the Contractor supply new parts for warranty-covered repairs being performed by the Procuring Agency. These parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within 10 (ten) working days of receipt of the request for said parts. Parts supplied by the Contractor shall be Original Equipment Supplier (OEM) equivalent or superior to that used in the bus original manufacture.

DEFECTIVE COMPONENTS RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor. Materials should be returned in accordance with Contractor’s instructions which shall be predetermined and furnished to the agency upon acceptance of the vehicles.
FAILURE ANALYSIS
The Contractor shall, upon specific request of the Procuring 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 (sixty) days of the receipt of failed parts.

REIMBURSEMENT FOR LABOR
The Procuring Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the Defect by a per hour, top mechanic, straight wage rate, as defined in "Technical Specifications" (Section 5), plus 30% fringe benefits, plus the cost of towing in 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 Procuring Agency's service garage at the time the Defect correction is made.

REIMBURSEMENT FOR PARTS
The Procuring 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 and 15 (fifteen) percent handling costs.

REIMBURSEMENT REQUIREMENTS
The Contractor shall reimburse the Procuring Agency for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim.

4.2.4 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is repaired, rebuilt or replaced by the Contractor, or by the Procuring Agency with the concurrence of the Contractor, the component, unit, or subsystem shall have the unexpired warranty period of the original.

The warranty on items determined to be fleet defects as defined in Section 4.1.6.1 shall be extended for the time and/or miles of the original warranty remaining at the time the fleet defect was identified. This extended warranty shall begin on the repair/replacement date for corrected items on each bus.
5 TECHNICAL SPECIFICATIONS
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GENERAL

SCOPE

The Procuring Agency is currently seeking bids for the Purchase of five (5) Thirty Foot (excluding the cowcatcher) diesel powered Replica Passenger Trolleys. The Contractor is to provide all materials, labor, and equipment necessary for this project.

LEGAL REQUIREMENTS

The contractor shall comply with all applicable Federal, state and local regulations. Local regulations are defined as those below the state level. These shall include, but not be limited to, Federal Americans with Disabilities Act (ADA) as well as state and local accessibility, safety and security requirements. Contractor shall meet or exceed California Air Resources Board (CARB) requirements.

The trolley shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) and shall accommodate all applicable Federal Motor Carrier Safety Regulations (FMCSR) in effect at the date of manufacture.

The manufacturer shall certify that the coach offered has been designed, manufactured, assembled, and tested for its intended use and will be fully functional. In the event of any conflict between the requirements of this Specification and any applicable legal requirement, the legal requirement shall prevail.

OVERALL REQUIREMENTS

The contractor shall provide an authentic Trolley Replica that is diesel powered. The Trolley shall be capable of extended daily use and be manufactured and tested for public transit use.

Basic Requirement:
The contractor shall provide an authentic Trolley Replica that is diesel-powered. The trolley shall be capable of extended daily use and be manufactured and tested for public transit use.

Body Dimensions:

- Overall Length 30’ feet – excluding cowcatcher
- Overall Width:99” – excluding side mirrors
- Overall Height: 126”
- Seated Passenger Capacity 28 (minimum)
System & Component Accessibility:
All systems or components subject to periodic maintenance or that are subject to periodic failures shall be readily accessible for service and inspection. To the extent practicable, removal or physical movement of components unrelated to the specific maintenance and/or repair tasks involved shall be unnecessary.

Operating Environment:
The trolley shall achieve normal operation in ambient temperature ranges of -10 degrees to 115 degrees F, at relative humidity between 5 percent and 100 percent, and at altitudes up to 7,500 feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below -10 degrees F, above 115 degrees F, or at altitudes above 7,500 feet.

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

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

All materials used in the construction of the bus shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90, dated October 20, 1993.

Fire detection and suppression systems as required shall be provided in the engine compartment. A diagram of sensor locations shall be submitted for preapproval.
Firewalls shall be provided between the bus interior areas and the engine compartment. The engine compartment shall include the areas in which the engine, transmission, and exhaust system are housed. The firewalls shall satisfy the requirements defined in FTA Docket 90, dated October 20, 1993.

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

TRAINING
Hands-on training sessions shall be provided on vehicle operation and maintenance. The vehicle operation training will be provided to a team of Operator Trainers and will cover a minimum of four (4) hours. An orientation of vehicle maintenance and key components lasting at least 8 hours will be provided. This orientation for Mechanics, Supervisors and Trainers will include an overview of the key vehicle systems and how they should be maintained. It will also include how to read and work from the parts books and vehicle prints supplied.
Operator and maintenance training will commence within ten (10) days after completion of the last bus. All training shall take place at MST.

**Vehicle Performance**

**OPERATING RANGE**

The operating range of the coach run on the design operating profile shall be at least 250 miles with full fuel capacity. The bus shall be designed to operate in transit service for at least 10 years or 350,000 miles. It shall be capable of operating at least 40,000 miles per year.

**DRIVETRAIN**

**ENGINE**

The engine used shall be rear mounted Cummins ISB 6.7L, 280 HP or approved equal. The engine will utilize a full flow spin-on filter and the oil pan will have a magnetic drain plug. The engine shall meet or exceed all CARB minimum requirements for the year the vehicle is manufactured.

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

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

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

**COOLING SYSTEMS**

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

**AIR CLEANER SYSTEMS**

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

**TRANSMISSION COOLING**

The transmission shall be cooled by a separate heat exchanger sized to maintain operating fluid within the transmission manufacturer’s recommended parameters of flow, pressure and temperature.
The transmission cooling system shall be matched to retarder and engine cooling systems to ensure that all operating fluids remain within recommended temperature limits established by each component manufacturer.

RETARDER

The retarder shall be a Telma Brake Retarder, or approved equal. Manufacture shall be responsible for ensuring appropriate retarder is used for size and weight of vehicle.

Fluid Lines, Fittings, and Clamps
All fluid lines and air pipe-work shall be composed of steel tubing where practicable except in locations where MST specifically requires flexible lines. All flexible lines used will be stainless steel crimp-on. Fittings will be manufactured by Aeroquip or approved equal.

FUEL & EXHAUST SYSTEMS:

Fuel Tank:
The fuel system shall meet or exceed National Fire Protection Association standards. The fuel tank shall meet or exceed DOT standards. The fuel tank shall be securely mounted to the bus to prevent movement during bus maneuvers and shall be of sufficient capacity to meet the minimum operating range previously specified.

Automated Fuel, Fluids, and Lubricants Management System:
Contractor shall include pricing option to install “FuelFocus” (by AssetWorks) system that supports real-time fuel, fluids, and lubricants management for metered or pulsed dispensed systems.

FLUID LINES, FITTINGS AND CLAMPS

All fluid lines and air pipe-work shall be composed of steel tubing where practicable except in locations where MST specifically requires flexible lines. All flexible lines used will be stainless steel crimp-on. Fittings will be manufactured by Aeroquip or approved equal.

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Automated Fuel, Fluids, and Lubricants Management System:
Contractor shall include pricing option to install “FuelFocus” (by AssetWorks) system that supports real-time fuel, fluids, and lubricants management for metered or pulsed dispensed systems.
Exhaust System
The exhaust system shall be of steel construction with welded joints. Sufficient hangars will rubber isolators shall be used to ensure stability of the pipe during operation. The tail pipe shall terminate at the rear of the vehicle and the exhaust tip should direct the fumes downward. The tail pipe must be mounted to provide maximum road clearance. The engine shall meet all applicable emission standards. The engine used shall meet CARB requirements for the year of vehicle it is used in. It is the manufacturer’s responsibility to ensure compliance with all local, state, and federal requirements.

CHASSIS

Chassis:
The chassis used shall be a Freightliner FCCC XB-S, rear engine straight rail pusher model or an approved equal.

Front Axle:
The front axle shall be capable of supporting a minimum of 9,000 lb of weight.

Rear Axle:
The rear axle shall be capable of supporting a minimum of 17,500 lbs of weight.

Wheels:
The wheels shall be Alcoa Aluminum 22.5 inch wheels.

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

Brakes:
Air brakes preferred or approved equal:

Suspension:
The suspension shall be self-leveling, air suspension with kneeling capability.

BODY

Body:
The trolley shall have a clean, smooth, simple design. The exterior and body features, including grilles and louvers, shall be shaped to facilitate cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on any body feature to freeze or bleed out onto the bus after leaving the washer. The body and windows shall be sealed to prevent leaking of air, dust, or water under normal operating conditions and during cleaning in automatic bus washer for the service life of the trolley. Exterior panels shall be sufficiently still to prevent vibration, drumming or flexing while the trolley is in service. When panels are lapped, the upper and forward panels shall act as a watershed. The windows, hatches, and doors shall be able to be sealed to prevent water, dust, or air intrusion. Accumulation on any window of the bus of spray and splash generated by the wheels on a wet road shall be minimized.
Crashworthiness:
The trolley body and roof structure shall withstand a static load equal to 150 percent of the curb weight evenly distributed on the roof with no more than a 6-inch reduction in any interior dimension. Windows shall remain in place and shall not open under such a load.

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

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

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

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

All joints and connections of dissimilar metals shall be corrosion-resistant and shall be protected from galvanic corrosion. Representative samples of all materials and connections shall withstand a 2 week (336 hour) salt spray test in accordance with the American Society of Testing and Materials (ASTM) procedures B-117 with no structural detrimental effects to normally visible surfaces, and no weight loss of over 1 percent.

Exterior wood trim shall be constructed of Mahogany. MST shall identify the color of the stain and clear varnish shall be of a marine grade to protect the wood against the salt air.

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

Fire Protection:
The vehicle shall conform to the National Fire Protection Associations Standards (NFPA52). The passenger and engine compartments shall be separated by a bulkhead(s) that shall, by incorporation of fireproof materials in its construction, be a firewall.
This firewall shall preclude or retard propagation of an engine compartment fire into the passenger compartment and shall be in accordance with the recommended fire safety practices defined in FTA Docket 90, dated October 20, 1993. Only necessary openings shall be allowed in the firewall, and these shall be fireproofed. Any passageways for the climate control system air shall be separated from the engine compartment by fireproof material. Piping will be routed though the undercarriage of the vehicle to maintain the replica trolley appearance.

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

**Distortion:**

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

**Structure:**

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

**Towing**

Towing devices shall be provided on each end of the trolley. Each towing device shall withstand, without permanent deformation, tension loads up to 1.2 times the curb weight of the trolley within 20 degrees of the longitudinal axis of the bus. The rear towing device(s) shall not provide a toehold for unauthorized riders. The front towing devices shall allow attachment of a rigid tow bar and shall permit lifting and towing of the trolley, at curb weight, by the towing devices and the tow bar until the front wheels are clear of the ground. The rear tow eyes shall permit lifting and towing of the bus for a short distance, such as in cases of an emergency. The method of attaching the tow bar shall require the specific approval of the MST prior to submittal of bids/proposals. Each towing devices shall accommodate a crane hook with a 1-inch throat.

**Jacking:**

It shall be possible to safely jack up the bus, at curb weight, with a common 10-ton floor jack when a tire or dual set is completely flat and the bus is on a level, hard surface, without crawling under any portion of the bus. Jacking from a single point shall permit raising the bus sufficiently high to remove and reinstall a wheel and tire assembly. Jacking pads located on the axle or suspension near the wheels shall permit easy and safe jacking with the flat tire or dual set on a 6-inch high run up block no wider than a single tire. The trolley shall withstand such jacking at any one or any combination of wheel locations without permanent deformation or damage.

**Floor Construction:**

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

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

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

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

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

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

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

Step wells shall be corrosion resistant throughout the service life of the bus. Step wells shall be replaceable as units if they are constructed of nonmetallic material.
The steps shall simultaneously support 300-pound loads, evenly distributed over the center half of each step tread without permanent deformation and with elastic deflection of no more than 0.125 inches. Each step tread shall support a load of 500 pounds evenly distributed over the center half of the tread without permanent deformation. The steps shall be sloped only sufficient to preclude water accumulation in the step wells.

**Wheel Housing**

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

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

**EXTERIOR PANELS AND FINISHES:**

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

Gutters shall be provided to prevent water flowing from the roof onto the side windows and passenger doors and exterior mirrors. When the trolley is decelerated, the gutters shall not drain onto the windshield, or operator’s side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.

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

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

Splash aprons, composed of ¾ inch minimum composition or rubberized fabric, shall be installed behind each wheel and shall extend downward to within 3 inches of the road surface. Apron widths shall be no less than tire widths, except for the front apron which shall extend across the width of the trolley. Splash aprons shall be bolted to the trolley understructure. Splash aprons and their attachments shall be inherently weaker than the structure to which they are attached. The flexible portions of the splash aprons shall not be included in the road clearance measurements. Other splash aprons shall be installed where necessary to protect trolley equipment.

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

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

The battery compartment or enclosure shall be vented and self-draining. It shall be accessible only from outside the bus. All components within the battery compartment, and the compartment itself, shall be protected from damage or corrosion from the electrolyte and gases emitted by the battery. The inside surface of the battery compartment’s access door shall be electrically insulated, as required, to prevent the battery terminals from shorting on the door if the door is damaged in an accident or if a battery comes loose.

Lights shall be provided in the engine and all other compartments, where service may be required, to generally illuminate the area for night emergency repairs or adjustments. The lights in the engine compartment shall be controlled by a switch located near the rear start controls in the engine compartment. Necessary lights, located in other service compartments, shall be provided with switches on the light fixture or convenient to the light.

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

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

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

Bumper material shall be corrosion resistant and withstand repeated impacts of the specified loads without sustaining damage. Visible surfaces shall be black or color coordinated with the bus exterior. The bumper qualities shall be sustained throughout the service life of the trolley.

**Finish and Color:**

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

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

Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
- Blisters or bubbles appearing in the topcoat film.
- Chips, scratches, or gouges of the surface finish.
- Cracks in the paint film.
- Craters where paint failed to cover due to surface contamination.
- Overspray
- Peeling
- Runs or sags from excessive flow and failure to adhere uniformly to the surface.
- Chemical stains and water spots.

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

**Numbering and Signing:**

Monograms, numbers and other special signing specified by MST shall be applied to the inside and outside of the trolley as required. Signs shall be durable and fade, chip, and peel resistant; they may be painted signs, decals, or pressure sensitive appliqués.
All decals shall be sealed with clear, waterproof sealant around all exposed edges if required by the decal supplier. Signs shall be provided in compliance with the ADA requirements defined in 49 CFR Part, Subpart B, 38.27.

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

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

Lamps at the front and rear passenger doorways shall comply with ADA requirements and shall activate only when the doors open and shall illuminate the street surface to a level of no less than 1 foot candle for a distance of 3 feet outward from the lowest step tread edge. The lights may be positioned above or below the lower daylight opening of the windows and shall be shielded to protect passengers’ eyes from glare.

A functioning, authentic, vintage design, single headlight assembly shall be mounted in the center of the front grille. The headlight shall be made of plated polished brass and each vehicle shall come with one spare polished brass headlight. Service Area Lighting (Interior and Exterior)

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

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

**INTERIOR PANELS AND FINISHES**

Materials shall be selected on the basis of maintenance, durability, appearance, safety, flammability, and tactile qualities. Trim and attachment details shall be kept simple and unobtrusive.
Materials shall be strong enough to resist everyday abuse and vandalism; they shall be resistant to scratches and markings. Interior trim shall be secured to avoid resonant vibrations under normal operational conditions. Interior surfaces more than 10 inches below the lower edge of the side windows or windshield shall be shaped so that objects placed on them fall to the floor when the coach is parked on a level surface. The entire interior shall be cleanable with a hose, using a liquid soap attachment. Water and soap should not normally be sprayed directly on the instrument and switch panels.

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

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

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

Interior Panels
Replica trolley interior shall be used throughout the vehicle.

Interior side trim panels and operator’s barrier shall be oak veneer panels. Panels shall be easily replaceable and tamper-resistant. They shall be reinforced, as necessary, to resist vandalism and other rigors of transit bus service. Individual trim panels and parts shall be interchangeable to the extent practicable. Untrimmed areas shall be painted and finished. All materials shall comply with the Recommended Fire Safety Practices defined in FTA Docket 90, dated October 20, 1993.

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

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

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

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

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

The engine compartment shall be insulated to provide adequate heat and noise suppression for the operator and passenger areas. The combination of inner and outer panels on the sides, roof, wheel wells and ends of the trolley, and any material used between these panels shall provide a thermal insulation. The trolley body shall be thoroughly sealed so that the operator or passengers cannot feel drafts during normal operations with the passenger doors closed.

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

The floor in the operator’s compartment shall be easily cleaned and shall be arranged to prevent debris accumulation.

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

The floor under the seats shall be covered with smooth surface flooring material. The floor covering shall closely fit the sidewall cove or extend to the top of the cove.

**PASSENGER / DRIVER INTERIOR LIGHTING**

**Passenger Interior Lighting:**
The interior lighting system shall provide illumination on centered above the floor to provide for safe passenger movement.
Allowable average light level for the rear bench seats shall be 7 foot-candles. Floor surface in the aisles shall be a minimum of 10 foot-candles. LED lighting shall be used.

The light source shall be located to minimize windshield glare with distribution of the light focused primarily on the passenger’s reading plane while casting sufficient light onto the advertising display.

Lens material shall be clear polycarbonate. Lens shall be designed to effectively “mask” the fluorescent tube. Lens material shall not drip flaming onto seats if burned. Lens shall be sealed to inhibit incursion of dust and insects yet are easily removable for service. If threaded fasteners are used they must be held captive in the lens. Access panels shall be provided to allow servicing of components located behind light panels. If necessary, the entire light fixture shall be hinged. Light fixtures shall not exceed 6 feet in length.

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

Entry/Exit Area
At the entry/exit there shall be an overhead courtesy light that will come on when the door is opened and remain on until the door is closed again. Each step well area shall have (2) step well lights with top covers to shield from glaring light, and one overhead light. The step well lights will automatically come on when the door is opened and remain on until the door is closed.

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

Fare Box
Fare boxes shall be Genfare (GFI) Odyssey. Fare boxes shall be installed on easily removable bases at the top of the stairs at the front entry door. Bases and fare boxes shall both be easily removable. Contractor shall provide cost and option for pre-wiring only (no fare box installed). All wiring shall be hidden from plain-view, but easily accessible for maintenance and troubleshooting purposes.

Access Panels and Doors
Access for maintenance and replacement of equipment shall be provided by panels and doors that appear to be an integral part of the interior. Access doors shall be hinged with gas props or over – center springs, where practical, to hold the doors out of the mechanic’s way. Retention of all interior access panels, except on the door actuator compartments, shall be with cross-recessed head screws. Panel fasteners shall be standardized so that only one tool is required to service all special fasteners within the bus.

Access openings in the floor shall be sealed to prevent entry of fumes and water into the bus interior. Flooring material shall be flush with the floor and shall be edge-bound with stainless steel, or other material that is acceptable to the MST, to prevent the edges from coming loose. Access opening shall be asymmetrical so that reinstalled flooring shall be properly aligned. Fastener shall tighten flush with the floor.
**PASSENGER ACCOMMODATIONS**

Seating capacity shall be for at least 28 passengers. A seating diagram shall be provided to MST for final configuration approval.

**Seat Construction**

Seat slats will be contoured using cast aluminum seat ends with molded design scrollwork. Seat slats will be at least ¾ inch solid wood fastened to the seat frames using brass round head carriage bolts. Slats will have sanded edges to eliminate any sharp surfaces. Seat slats will be installed so that each slat interfaces within ¾ inches. A top shelf slat will be provided and all slats will be arranged to provide support in a “waterfall” configuration and each slat shall be aligned at the outside edges along the center aisle. All seating shall be secured in a 1 5/8 inch wide channel seat track. The seat track shall be welded to the floor framework. Removal highly durable seat pads shall be provided.

Trolley shall be delivered with an extra bench seat, un-mounted that will easily replace a standard size bench seat.

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

**Passenger Assists**

Passenger assists in the form of full grip, vertical stanchions or handholds shall be provided for the safety of standees and for ingress/egress. Passenger assists shall be convenient in location, shape, and size for the standee and will be polished cast brass. Starting from the entrance door and moving anywhere in the bus and out the exit door, a vertical assist shall be provided either as the vertical portion of seat back assist or as a separate item so that a passenger may easily move from one assist to another using one hand and the other without losing support. Excluding those mounted on the seats and doors, the assists shall have a cross-sectional diameter between 1 ¼ and 1 ½ inches or shall provide and equivalent gripping surface with no corner radii less than ¼ inch. All passenger assists shall permit a full hand grip with no less than 1 ½ inches of knuckle clearance around the assist, except the assists mounted on the door panels which shall have no less than 1 inch of knuckle clearance. An impact resulting in a 1 foot intrusion shall not produce sharp edges, loose rails, or other potentially dangerous conditions associate with a lack of structural integrity of the assist. Any joints the assist structure shall be underneath supporting brackets and securely clamped to prevent passengers from moving or twisting the assists. Connecting tees and angles may be powder coated metal castings. Assists shall withstand a force of 300 pounds applied over a 12 inch lineal dimension in any direction normal to the assist without permanent visible deformation. Brackets, clamps screw heads, and other fasteners used on the passenger assists shall be flush with the surface and free of rough edges.

**Front Doorway**

Front doors, or the entry area, shall be fitted with ADA-compliant assists no less than ¾ inches in width. Assists shall be as far outward as practicable, but shall be no farther than 6 inches from the outside edge of lower step tread and shall be easily grasped when boarding from street level.
Door assists shall be functionally continuous with the horizontal front passenger assist and the vertical assist on the front modesty panel.

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

**Passenger Doors**
One “outside swing” doorway shall be provided in the curb side of the bus for passenger ingress and egress. The front doorway shall be located so that the operator will be able to collect or monitor the collection of fares. Passenger doors and doorways shall comply with ADA requirements.

Structure of the doors, their attachments, inside and outside trim panels, and any mechanism exposed to the elements shall be corrosion-resistant. Door panel construction shall be of corrosion-resistant metal or reinforced fiberglass. The doors, when fully opened, shall provide a firm support and shall not be damaged if used as an assist by passengers during ingress or egress.

Door actuators shall be adjustable so that the door opening and closing speeds can be independently adjustable. Actuators and the complex door mechanism shall be concealed from passengers but shall be easily accessible for servicing.

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

**Accessibility Provisions**
The Wheel Chair lift shall be an ADA approved Lift-U under floor wheel chair lift, or approved equal. A full ADA approve interlocking system shall be provided.

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

Two forward-facing mobility aid securement positions, as close to the wheelchair loading system as practical, shall be replaced or modified to provide parking space and secure tie down for a passenger in a wheelchair. Fold-down seats shall be installed where the mobility aid securement positions are located to allow for general seating when mobility aid securement positions are not in use by a passenger in a wheelchair.
Additional equipment, including passenger restraint seat belts and wheelchair securement devices shall be provided for two wheelchair passengers. Passenger restraint seat belts shall be provided to accommodate passengers in electrically powered wheelchairs. All belt assemblies must stow up and out of the way when not in use.

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

**OPERATOR PROVISIONS**

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

**Visors**

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

**Operator’s Controls:**

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

Accelerator and brake pedals shall be designed for ankle motion. Contractor shall provide pricing option for installing adjustable accelerator and brake pedals to accommodate various heights and leg lengths of operator. Foot surfaces of the pedals shall be faced with wear-resistant, nonskid, replaceable material.

Control for engine operation shall be closely grouped within the operator’s compartment. These controls shall include separate master run switch and start switch or button.
The door control, windshield wiper/washer controls, and run switch shall be in the most convenient operator locations. They shall be identifiable by shape, touch, and permanent markings. Doors shall be operated by a single control, conveniently located and operable in a horizontal plane by the operator’s left hand. The setting of this control shall be easily determined by position and touch. Turn signal controls shall be floor-mounted, foot-controlled, waterproof, heavy-duty, momentary contact switches.

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

**Door Control:**
Operation of, and power to, the passenger doors shall be completely controlled by the operator. The door control shall be a lever that rotates around a vertical staff. The lever shall be located on the street side of the operator’s area approximately 16 inches to the street side of the operator’s seat centerline, forward of the seat, and approximately 23 inches above the floor in the operator’s area.

Doors shall be equipped with a sensitive edge, designed, and maintained to release the door-closing force, and to reopen sufficiently to fully release a person or object caught in the closing doors.

A control or valve in the operator’s compartment shall shut off the power to, and/or dump the power from, the front door mechanism to permit manual operation of the front door with the bus shut down. A master door switch, which is not within reach of the seated operator when set in the “Off” position, shall close the doors, deactivate the door control system, release the interlocks, and permit only manual operation of the doors.

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

**On-board Diagnostics:**
The bus shall be equipped with an on-board diagnostic system that will indicate conditions that require immediate action by the operator to avoid an unsafe condition or prevent further damage to the bus. This diagnostic system shall have visual and audible indicators. The diagnostic indicator lamp panel shall be located in clear sight of the operator but need not be immediately in front of him. The intensity of indicator lamps shall permit easy determination of on/off status in bright sunlight but shall not cause a distraction or visibility problem at night. All indicators shall have a method of momentarily testing the operation of the lamp. The audible alarm shall be temper resistant and shall have an outlet level between 80 and 83 dBA when measured at the location of the operator’s ear. Wherever possible, sensors shall be of the closed circuit type, so that failure of the circuit and/or sensor shall activate the malfunction indicator.
Malfunction and other indicators listed in the following table shall be supplied on all trolleys.

<table>
<thead>
<tr>
<th>VISUAL INDICATOR</th>
<th>AUDIBLE ALARM</th>
<th>CONDITION OR MALFUNCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C Stop</td>
<td>None</td>
<td>Compressor stopped due to high/low pressure or loss or refrigerant</td>
</tr>
<tr>
<td>Check Engine</td>
<td>None</td>
<td>Engine Electronic Control Unit detects a malfunction</td>
</tr>
<tr>
<td>Check Transmission</td>
<td>None</td>
<td>Transmission Electronic Control Unit detects a malfunction</td>
</tr>
<tr>
<td>Fire</td>
<td>Bell</td>
<td>Over-temperature condition in engine compartment</td>
</tr>
<tr>
<td>Generator Stop</td>
<td>None</td>
<td>Loss of generator output</td>
</tr>
<tr>
<td>Hot Engine</td>
<td>Buzzer</td>
<td>Excessive engine coolant temperature</td>
</tr>
<tr>
<td>Low Air</td>
<td>Buzzer</td>
<td>Insufficient air pressure in either primary or secondary</td>
</tr>
<tr>
<td>Low Oil</td>
<td>Buzzer</td>
<td>Insufficient engine oil pressure</td>
</tr>
<tr>
<td>Low Coolant</td>
<td>Buzzer</td>
<td>Insufficient engine coolant level</td>
</tr>
<tr>
<td>Wheelchair Lift/Ramp</td>
<td>Beeper</td>
<td>Wheelchair lift/ramp is not stowed and disabled</td>
</tr>
</tbody>
</table>

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

**Windshield Washers:**
The windshield washer system shall deposit washing fluid on the windshield and, when used with the wipers, shall evenly and completely wet the entire wiped area. If powered by compressed air, all fluid shall be purged from the lines after each use of the washers. The windshield washer system shall have a minimum 3-gallon reservoir, located for easy refilling and protected from freezing. Reservoir pumps, lines, and fittings shall be corrosion-resistant, and the reservoir itself shall be translucent for easy determination of fluid level.

**Operator’s Lighting:**
The operator’s area shall have a light to provide general illumination and it shall illuminate the half of the steering wheel nearest the operator to a level of 10 to 15 foot-candles. This light shall be controllable only by the operator. LED Lamps shall be provided whenever possible.

**Operator’s Seat:**
Driver’s seat shall be a USSC G2A Standard model or approved equal.
Mirrors:
The bus shall be equipped with corrosion-resistant, outside rearview mirrors mounted with stable supports to minimize vibration. Exterior mirrors shall be firmly attached to the trolley to prevent vibration and loss of adjustment, but not so firmly attached that the trolley or its structure is damaged when the mirror is struck in an accident. Mirrors shall retract or fold sufficiently to allow bus-washing operations. Both exterior mirrors shall be electric and the controls shall be easily accessible for the operator.

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

Windows:
The windows shall be of standard design with a round top vintage appearance. Windows shall be easily removable with a maximum of two windows per removable panel. The lower portion of the window shall slide vertically upward and be retained in the open and closed position by positive engagement mechanical latches. All side windows shall be easily replaceable without disturbing adjacent windows and shall be mounted so that flexing or vibration from engine operation or normal road excitation is not apparent. All windows will be glazed with safety glass and will be manufactured and installed to meet FMVSS standards 205 and 217. The manufacturer shall make recommendations of tinting and shall only proceed with signed approvals. Heat Guard Glazing, or approved equal, shall be used on all windows possible to help maintain the lowest possible temperature inside the coach.

Heating and Ventilating:
The operator shall control the defroster and operator’s heater.

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

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

A replica streetcar bell will be hand operated by the operator.

Intelligent Transportation System (ITS):
Contractor shall provide pricing option for full installation of Trapeze TransitMaster ITS Suite to include at a minimum:

- 800 mHz two-way radio system
- Computer Aided Dispatch (CAD)/Automatic Vehicle Locator (AVL) system
- Integrated Vehicle Logic Unit (IVLU)
- Operator Handset
- Mobile Data Terminal (MDT)
- Trapeze ITS Software Suite
Contractor shall provide pricing option for “partial” install and pre-wire of Trapeze TransitMaster ITS Suite to include harnesses, components, and subcomponents for the following:

- Pre-wire and harnesses only for installing 800 MHz two-way radio
- Pre-wire and harnesses only for CAD/AVL system
- Pre-wire and harnesses only for IVL
- Pre-wire and harnesses only for Operator Handset
- Pre-wire and harnesses only for MDT

Public Address System:
A public address system that complies with the ADA requirements of 49 CFR, Part 38.35 and enables the operator to address passengers inside the trolley. Inside speakers shall broadcast, in a clear tone, announcements that are clearly perceived from all seat positions at approximately the same volume level. A volume control shall be provided. The system shall be muted when not in use. Two microphones shall be provided, one for the operator and one for the trolley steward. The microphone for the operator shall be vandal resistant, mounted on a heavy duty, flexible gooseneck, which is secured with vandal-proof fasteners and will allow the operator to comfortably speak into it without using his hands. A provision shall be provided to secure the microphone in a stored position when not in use. The microphone for the trolley steward shall be a hand held device installed on a separate input jack.

Electrical System:
The electrical system shall be supplied by a single Leece-Neville, or approve equal, 270 amp alternator. The alternator shall be air-cooled and belt driven off the engine. All wiring between electrical components and terminations, shall have double electrical insulation, shall be waterproof, and shall conform to specification requirements of SAE Recommended Practice J1127 and J1128. Except as interrupted by the master battery disconnect switch, battery and starter wiring shall be continuous cables, grouped, numbered, and/or color-coded with connections secured by bolted terminal; and shall conform to specification requirements of SAE Standard J1127-Type SGT or SGX and SAE Recommended Practice J541. Wiring harnesses shall not contain wires of different voltages unless all wires within the harness are sized to carry the current and insulated for the highest voltage wire in the harness.

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

All wiring harnesses over 5 feet long and containing at least 5 wires shall include 10 percent excess wires for spares that are the same size as the largest wire in the harness excluding the battery cables. Wiring length shall allow end terminals to be replaced twice without pulling stretching, or replacing the wire. Except for large wires such as battery cables, terminals shall be crimped to the wiring and may be soldered only if the wire is not stiffened above the terminal and no flux residue remains on the terminal. Terminals shall be corrosion-resistant and full ring type or interlocking lugs with insulating ferrules.
T splices may be used when there is less than 25,000 circular mills of copper in the cross section and mechanical clamp is used in addition to solder on the splice; the wire supports no mechanical load in the area of the splice; and the wire is supported to prevent flexing.

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

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

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

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

**Batteries:**
Batteries shall be easily accessible for inspection and serviceable only from outside the trolley on the curb side and shall be securely mounted on a tray. Batteries shall be of premium construction and shall be fitted with threaded stud terminals. Positive and negative terminals shall have different size studs, or the battery terminal and cables shall be arranged to prevent incorrect installation. No less than six group lead-acid batteries conforming to SAE Standard J537. The battery tray shall be made of stainless steel and accommodate both types of batteries and shall pull out easily and properly support the batteries during service, filling with manual or automatic equipment, inspection, and replacement. A positive lock shall retain the battery tray in the normal position.

**Master Battery Switch:**
A master battery switch shall be provided in the battery compartment near the batteries for complete disconnecting from all trolley electrical systems. The location of the master battery switch shall be clearly identified on the access panel and be accessible in less than 10 seconds for activation. The master switch shall be capable of carrying and interrupting the total circuit load. Any equipment that requires power without reference to the master battery switch shall be listed in attachments.
Opening the master switch with the power plant operating shall not damage any component of the electrical system. The location of the master battery switch shall prevent corrosion from fumes and battery acid when the batteries are washed off.

**Inverter:**
A 110v Inverter unit shall be installed with exterior outlets accessible at the front and rear of the Trolley.

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

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

**Surveillance System:**
Contractor shall provide pricing option for complete installation of SEON transit surveillance system to include the following minimum components and/or equipment:
- SEON Explorer DX-HD, thirteen (13) Channel DVR with 2tb HDD
- 2.4 GHZ, Smart Reach Lite WLAN Antenna
- Up to thirteen (13) cameras in locations specified by Agency
- Cameras shall be manufactured by SEON with HD visual and Audio Recording capabilities
- POE Injector
- SmartLink Module
- SmartLink to DVR

Contractor shall provide pricing option for partial-install and pre-wire of the above SEON components to include the following at a minimum:
- Full wiring and installation of up to thirteen (13) cameras in locations specified by Agency
- Cameras shall be manufactured by SEON with HD visual and Audio Recording capabilities
- Wire and install components and harnesses for SEON Explorer DX-HD DVR/HDD
- Wire and install 2.4 GHZ, Smart Reach Lite WLAN Antenna
- Pre-wire for POE Injector with associated harness
- Pre-wire for SmartLink Module with associated harnesses
- SmartLink to DVR Interface harness
BASIC PROVISIONS

WARRANTY REQUIREMENTS

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

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 one year or 50,000 miles, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under “Inspection, Testing and Acceptance.” The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency’s locale.

Body and Chassis Structure
Body, body structure, structural elements of the suspension and engine cradle is warranted to be free from Defects and Related Defects for three years or 150,000 miles, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of 12 years or 500,000 miles, whichever comes first.

Propulsion System
Propulsion system components, including the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for the standard two years or 100,000 miles, whichever comes first. An Extended Warranty to a maximum of five years or 300,000 miles, whichever comes first, may be purchased at an additional cost. The propulsion system manufacturer’s standard warranty, delineating items excluded from the Extended Warranty, should be submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

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

Subsystems
Other subsystems shall be warranted to be free from Defects and Related Defects for two years or 100,000 miles, whichever comes first. Other subsystems are listed below:
- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators, linkages, and sensitive edges.
- Air compressor.
- Air dryer.
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.
- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks, and including related surrounding framework and fittings.

- Fire suppression: Fire suppression system including tank and extinguishing agent-dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Engine cooling systems:
  - Radiator including core, tanks, and related framework, including surge tank.
  - Transmission cooler.
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.
- Intelligent Transportation Systems: including wiring, harnesses, hardware, and associated software systems and components.

**Serial Numbers**

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

- engine
- transmission
- alternator
- starter
- drive axle
- power steering unit
- fuel cylinders (if applicable)
- air compressor
- wheelchair ramp (if applicable)

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the Agency prior to delivery of the first production bus.

**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, then the applicable warranty period shall be extended by the number of days equal to the delay period.
Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the 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.

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 will 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.

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 will 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.

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 Contractor shall not administer the Superior Warranty.
FLEET DEFECTS

Occurrence and Remedy:
A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses 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 option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order, the buses containing the new major component shall become a separate bus fleet for the purposes of Fleet Defects.

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 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.

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.

REPAIR PROCEDURES

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

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, then repair procedures must be diligently pursued by the Contractor’s representative.

REPAIRS BY THE AGENCY

Parts Used
If the Agency performs the warranty-covered repairs, then 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.

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 charges.

Defective Component Return:
The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The Contractor shall pay the freight costs for this action. Materials should be returned in accordance with the procedures outlined in “Warranty Processing Procedures.”

Failure Analysis:
The 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 sixty (60) days of the receipt of failed parts.

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 per hour wage, which includes 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.

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 parts are supplied by the Contractor and shipped to the Agency.
Reimbursement Requirements:
The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than thirty (30) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than thirty (30) 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.

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, then the component, unit, or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with “Repairs by the Contractor.”

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

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
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
  - towing (if applicable)
  - road calls
  - labor
  - materials
  - parts
  - handling
  - troubleshooting time

Forms
The Contractor will accept the Agency’s forms if all of the above information is included. Electronic submittal may be used if available between the Contractor and the Agency.
Contractor shall notify Agency if form is incomplete and/or is being rejected due to lack of information within five (5) business days of receipt.

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

**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
- serial number (if available)

**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 the date of repair. Contractor shall notify Agency if form is incomplete and/or is being rejected due to lack of information within five (5) business days of receipt. Upon notification of rejection, Agency shall be allowed to correct and/or resubmit forms within a period of time as agreed to by Contractor and Agency.

**WR 1.1 Reimbursements**
Reimbursements are to be transmitted to the following address:

MST  
Attn: Sandra Amorim  
19 Upper Ragsdale, Suite 200  
Monterey, CA 93940