

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Dave Klotzle, City Engineer/Public Works Director   
Prepared by: Shaun Kroes, Senior Management Analyst

**DATE:** September 5, 2014 (CC meeting of 09/17/14)

**SUBJECT:** Consider Request for Bid for Two Compressed Natural Gas Buses and Authorization to Advertise for Bids

**BACKGROUND/DISCUSSION**

City Council is being asked to consider a Request for Bid (RFB) for two compressed natural gas (CNG) buses, which will replace the City of Moorpark's (Moorpark) two remaining diesel buses. Moorpark has normally been able to purchase buses through cooperative purchase agreements with other agencies. Moorpark purchased three CNG buses in 2010 using the State of Minnesota's cooperative purchase agreement. Recently, though, the Federal Transit Administration (FTA) issued new guidelines that have created additional restrictions on the use of cooperative purchasing agreements. Based upon the reduced number of cooperative purchasing agreements available to Moorpark, staff is recommending that Moorpark issue a RFB for the replacement buses.

The draft RFB (attached) includes specifications for two, low-floor 29-foot to 32-foot CNG buses. The buses are proposed to have 26 seats (Moorpark's existing CNG buses have 27 seats and the diesel buses have 25 seats). Other specifications include the requirement for two wheelchair spaces, a security camera system, and an automated bus announcement system. The specifications are similar to the City of Thousand Oaks' (Thousand Oaks) procurement that was released in 2013. Thousand Oaks awarded its purchase of CNG buses to Gillig LLC. Thousand Oaks' buses are currently in production and are expected to be completed in December 2014. Production of Moorpark's buses is expected to take a year from the time that a notice to proceed is issued.

The City will use a combination of Proposition 1B (Prop 1B) funds (\$774,000) and FTA funds (\$90,000) to fund the purchase of the two CNG buses. The use of FTA funds requires that the City perform a cost analysis of potential transit buses prior to release of the RFB to justify the expense associated with purchase of the buses.

Table 1 below provides a comparison of recent bus price quotes. Typically speaking, every bus is different when comparing one transit agency to another. Buses are usually customized and have different features for each order. Consequently, the prices are different for each bus detailed in Table 1, below; however, the table does provide Moorpark with an estimate of what buses could cost.

Table 1: Bus Cost (per-bus) - Pre RFB

<b>Moorpark 2010 32-foot CNG Bus El Dorado EZ Rider II</b>	<b>Creative Bus Sales 2014 30-foot CNG Bus El Dorado EZ Rider II*</b>	<b>Simi Valley 2014 35-foot CNG Bus New Flyer</b>	<b>Thousand Oaks 2013 29-foot CNG Bus Gillig</b>
\$410,116	\$361,073	\$520,233	\$487,189

\* This is a base price. Additional features of bid options could increase the per-bus price.

As detailed above, bus prices can vary depending on the size of the bus as well as features included in the bus design. Moorpark specifically has \$420,000 per bus available for the procurement of two CNG buses using the dedicated Prop 1B and FTA funds. Staff anticipates returning to City Council in November 2014 with a recommendation to award a bus purchase agreement once the bids have been received and evaluated.

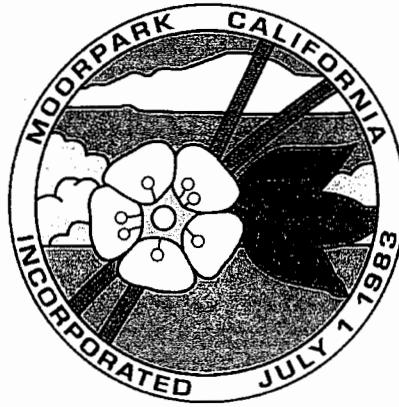
**FISCAL IMPACT**

The FY 2014/15 Budget includes \$740,000 in SB 1266 – 06 Transportation Bond Fund (2611) and \$90,000 in FTA 5307 Federal Grant Fund (5000), for a total of \$864,000 for the procurement of two CNG buses.

**STAFF RECOMMENDATION**

Approve the RFB and authorize staff to advertise for bids.

Attachment: CNG Bus Procurement



# **CITY OF MOORPARK DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR BID (RFB)  
FOR  
TWO (2) 2014 OR NEWER 29' – 32' COMPRESSED NATURAL GAS  
(CNG) LOW FLOOR BUSES**

**SPECIFICATION #2014-BUS  
City Project No. 14-01  
Federal Project No. (Grant CA-90-Y737)**

**JANICE PARVIN, MAYOR  
ROSEANN MIKOS PH. D., COUNCILMEMBER  
KEITH MILLHOUSE, COUNCILMEMBER  
DAVID POLLOCK, COUCILMEMBER  
MARK VAN DAM, COUNCILMEMBER**

**STEVEN KUENY  
-CITY MANAGER-**

**DAVID KLOTZLE, P.E.  
-CITY ENGINEER/PUBLIC WORKS DIRECTOR-**

**September 18, 2014**

**Submission Deadline:  
October 21, 2014  
Bids are due by 2:00 p.m.**

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1. Sample Endorsement	
2. Sample Endorsement Waiver of Transfer of Rights of Recovery Against Others to Us	

NOTICE INVITING BIDS  
SPECIFICATION #2014-BUS  
City Project No. 14-01  
Federal Project No. (Grant CA-90-Y737)  
Two (2) 2014 or Newer 29'– 32' Compressed Natural Gas Low Floor Bus

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark (City) as Agency, invites sealed bids for the above stated project and will receive such bids in the City Clerk's Division, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 2:00 p.m. on October 21, 2014.

Bids shall be prepared on the approved Bid Forms in conformance with the Instructions to Bidders and submitted (one original and two copies) in a sealed envelope plainly marked on the outside, "COMPRESSED NATURAL GAS LOW FLOOR BUS – DO NOT OPEN WITH REGULAR MAIL". The Moorpark City Council reserves the right to waive any informalities or irregularities in any bid submitted, to reject any or all bids, and to award agreements to one or more Bidder for one or more of the bid items. Bids will remain valid for one hundred twenty (120) days while the City reviews.

Bids will be received until **2:00 p.m., Tuesday, October 21, 2014**, at which time they will be opened publicly and read aloud in the City Clerk's Division. Sealed bids are to be delivered or sent to:

City of Moorpark  
City Clerk's Division  
799 Moorpark Ave.  
Moorpark, CA 93021

This Request for Bid (RFB) does not commit the City to award an Agreement, nor pay for any costs incurred in the preparation of a bid for this request. The City reserves the right to accept or reject any or all bids received as a result of this RFB, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFB if it is in the best interests of the City to do so.

Copies of the bid package may be obtained by contacting Shaun Kroes at (805) 517-6257; or in writing to City of Moorpark, Shaun Kroes, 799 Moorpark Ave., Moorpark, CA 93021; or by emailing [skroes@moorparkca.gov](mailto:skroes@moorparkca.gov).

All questions relating to this RFB should be addressed in writing (E-mail or fax is acceptable) to:

City of Moorpark  
Public Works Department  
Attn: Shaun Kroes  
799 Moorpark Ave.  
Moorpark, CA 93021  
[skroes@moorparkca.gov](mailto:skroes@moorparkca.gov)  
(805) 532-2555 (fax)

The deadline for questions is October 9, 2014, at 4:00 p.m. All questions will be recorded and submitted, with answers, to all known Bidders by 5:00 p.m., October 13, 2014.

**SECTION I: INTRODUCTION AND INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

The City of Moorpark hereby invites bids for:  
**Two (2) 2014 or Newer 29’– 32’ Compressed Natural Gas Low Floor Buses.**

The City intends that the successful bidder shall provide product in complete accordance with this RFB, and the priced bid submittal, or any part thereof.

**B. PROPOSED TIME SCHEDULE**

<b>Event:</b>	<b>Location:</b>	<b>Time:</b>	<b>Date:</b>
<b>RFB Mailing:</b>			9/18/2014
<b>Deadline for Submission of Questions:</b>	skroes@moorparkca.gov 805-532-2555 (fax) Public Works Department Attn: Shaun Kroes 799 Moorpark Ave. Moorpark, CA 93021	4:00 P.M.	10/9/2014
<b>Deadline for Submission of Bid Documents:</b>	City Clerk’s Division City Hall 799 Moorpark Ave. Moorpark, CA 93021	2:00 P.M.	10/21/2014
<b>Bid Opening:</b>	City Clerk’s Office City of Moorpark 799 Moorpark Ave. Moorpark, CA 93021	2:00 P.M.	10/21/2014
<b>To City Council:</b>			11/2014

C. **GENERAL INSTRUCTIONS TO BIDDERS AND PROCEDURES FOR SUBMITTAL**

1. Bid must be submitted with all Bid Submittal Forms listed in Section IV.
2. All responses should be typewritten (except where noted), concise, straightforward, and must fully address each requirement and question. A handwritten bid will be accepted only if it is submitted in ink and is legible.
3. Bid Submittal Forms must be signed by an individual authorized to bind the proposing entity to all commitments contained therein.
4. Bidders must provide three (3) complete copies of their bid, single-sided. One copy to be clearly marked as the original which must contain appropriate original signatures.
5. Bids shall be accepted for consideration by the City **ONLY** if they meet the following criteria:
  - a. All bids shall be submitted on the City provided bid forms.
  - b. City bid forms, printed terms, and agreement language remain unaltered.
  - c. City bid forms are filled in complete with no questions left unanswered.
  - d. All bids shall be submitted in sealed envelopes, clearly identified, and delivered as follows:

**UPPER LEFT CORNER:**

Bidder Name:

Bidder Address:

**ADDRESSED TO:**

City of Moorpark  
799 Moorpark Ave.  
Moorpark, CA 93021  
Attn: City Clerk's Division

"COMPRESSED NATURAL GAS LOW FLOOR BUS – DO NOT OPEN WITH REGULAR MAIL".

**LOWER LEFT CORNER:**

CITY PROJECT NO. 14-01

BID DUE DATE: October 21, 2014, 2:00 PM

6. All bids must be submitted to the address noted above and shall be time stamped by the City Receptionist prior to the bid deadline.
7. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the City Clerk's Division before 2:00 pm, October 21, 2014.
8. Any questions, interpretations, or clarifications desired shall be requested in writing no later than 4:00 pm, October 9, 2014. To expedite this process, emailed communications are encouraged. If clarification to the RFB is considered necessary, a written addendum shall be issued. Oral statements concerning the meaning or intent of the contents of this RFB by any person is unauthorized and invalid.

Inquiries concerning the RFB content should be directed to:

City of Moorpark  
Shaun Kroes, Senior Management Analyst  
799 Moorpark Ave.  
Moorpark, CA 93021  
(805) 517-6257  
(805) 532-2555 (fax)  
[skroes@moorparkca.gov](mailto:skroes@moorparkca.gov)

9. Bids shall be opened by City Clerk staff in a public setting at the date, time, and place stated in the notice inviting bids. Bid documents will not be evaluated and no determination of acceptability will be made at the bid opening. A written record and tabulation of bid results shall be made at the time of all bids received. This information will be made available for public review.
10. All sealed bids become the property of the City and a matter of public record. Bids must not be marked as confidential or proprietary to Bidder. The City, at its sole option, may refuse to consider a bid so marked. Bidders shall identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under Public Records Act (California Code Section 6250 et seq.). Any Bidder claiming such an exemption must state in their bid that they agree to defend any action brought against the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party making a request for the information. Any Bidder who fails to include such a statement shall be deemed to have waived their rights to an exemption from disclosure. The City will make reasonable efforts to honor Bidder's request for confidentiality only under the conditions above stated.
11. The Bidder to whom the purchase is awarded shall be obligated to the terms of this RFB, and the priced bid submittal, or any part thereof, and all

shall be incorporated into and made part of the subsequent purchase order. All bids shall be analyzed by an evaluation team established by the City. This team shall prepare a recommendation for award or rejection to City Council. If the evaluation team determines that the bids are unacceptably high, or specifications were misleading, the City may reject all bids presented and the item may be rebid.

12. Bidder, upon award, shall defend any and all suits and assume all liability for use and all claims made against the City or any of its officials or agents for the use of any patents, process, device or article forming a part of the vehicle or any appliance furnished under agreement.
13. All equipment is to be delivered as Freight on Board (FOB) to the Thousand Oaks Municipal Service Center, 1993 Rancho Conejo Boulevard, Thousand Oaks, California, 91320. Associated cost related to freight and transport to be specifically noted in the bid submittal. Time is of the essence, and delivery time will be considered as part of this submittal.
14. Bids must be valid for a period of one hundred twenty (120) days from the due date. Bids may not be withdrawn after the submission date.
15. Bidders shall utilize the attached Bid Schedule Form (Appendix C) to indicate pricing.
16. The City reserves the right to reject any and all bids. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any costs incurred in the preparation or submission of a bid. All costs associated with the preparation or submission of bids covered by this RFB are solely the responsibility of the Bidders.
17. Ownership of equipment shall be maintained by Bidder up to and until delivery of the equipment to the City and the City's acceptance of equipment is provided to Bidder. City shall not be liable for equipment prior to City's acceptance of equipment and Bidder shall be responsible for all damages to persons or property that occur in connection with equipment prior to City accepting equipment. Acceptance of equipment shall be based on City's right to inspect the equipment in order to ascertain compliance to the specifications contained herein. Acceptance and payment(s) for equipment shall be at the sole judgment of the City.
18. In the event of rejection by the City, all equipment and/or accessories furnished hereunder shall be repaired or replaced at Bidder's sole expense. Bidder must remedy within no more than thirty (30) days from first notice or be subject to further damages as may be sustained by City. Permission to keep or store the equipment on any City property during the above specified time shall not constitute acceptance.

19. Unless specifically provided to the contrary, all material and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

**D. EVALUATION PROCESS**

Evaluation will be made on technical merit, service, qualifications, references, completeness of bid, delivery, price, and degree and number of exceptions.

The lowest responsible bidder shall be further evaluated by the following criteria prior to award. Should the lowest responsible bidder not pass this evaluation, then the next lowest bidder shall be evaluated, and so forth until a recommendation can be made which best meets the specifications and requirements of the City.

1. The process for evaluation and rating of bids received in response to this RFB will consist of three phases:
  - a. The first phase will be a basic preliminary review of the responsiveness of the bids to ensure that all the requirements of the RFB are met and response items answered. Bids not meeting the standards of this review will be eliminated from further consideration.
  - b. The second phase will consider the technical merits of the bid. In this section, warranties, servicing obligations and product performance shall be evaluated. As part of this bid, please specifically address these issues.
  - c. The third phase will be a commercial/business analysis, which includes review of exceptions, costs, terms and conditions, independence, background, and qualifications, as well as the size and structure of the proposing firm. The analysis phase will be considered only in bids successfully completing phase two. The results of the technical and commercial analysis will be combined to determine the recommendation to City Council for contract award.
  - d. Bidder must disclose any current or pending litigation regarding failure to deliver, or the compliance to providing specified product.

2. Acting in the City's best interest, final consideration and recommendation for award will be with the most responsive and responsible bidder best conforming to the City's requirements. Part of the bid evaluation process is to verify, with references, Bidder's ability to provide the appropriate equipment, delivery, service, and general working relationships.

Please supply at least four (4) references (Appendix F).

## **SECTION II: BIDDER'S BID RESPONSE REQUIREMENTS**

The purpose of this Section is to identify the information to be submitted in response to this RFB. Bids must be concise and with sufficient detail to allow accurate evaluation and comparative analysis. Omission of any document or information on this list may be cause for rejection.

### **A. COVER LETTER**

Bids must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity.

### **B. COMPANY DATA**

Bidder shall submit the following information (Appendix E and Appendix F):

1. Official name and address. If a corporation, please so state.
2. Federal Employer I.D. Number.
3. Complete address for mailed funds.
4. Telephone Number and Fax Number.
5. Name and title of authorized person to receive notices and who is legally bound to make decisions as a representative of Bidder's company.
6. How long has Bidder been operating under the present business name?
7. How long has Bidder been in this type of business?
8. Provide a current list of Professional/Governmental Agency references that will be verified by the City as to level of expected performance and overall quality and service concerns. A minimum of four (4) references are requested.
9. Provide name of individual to be the point of contact for duration of project.

### **C. VALIDITY OF BID**

State the length of time for which bid price submittal shall remain valid. The City requires a period of at least one hundred twenty (120) days (Appendix C). All bid price submittals shall be submitted on the standard forms provided with printed terms unaltered, shall be complete as to information requested, and shall be signed by an individual who is authorized to bind the company to all commitments made in the bid documents.

Each bidder shall submit descriptive literature including technical specifications for the exact item bid.

**D. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

Bidder shall submit Appendix H and all related Exhibits.

**E. TECHNICAL EVALUATION**

1. Bidder is requested to identify the location of the nearest authorized support / service facility to Moorpark City Hall, 799 Moorpark Ave., Moorpark, CA 93021. Bidder shall identify the number of service technicians available from this location which will be provided as support (Appendix C).
2. The complete equipment specifications are set forth in Section III - Technical Specifications. In addition, Bidder shall respond, where appropriate, to all information requested as part of this RFB.
3. Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this agreement, against poor and inferior quality, for a period of not less than one (1) year from the date of the final acceptance by the City. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.
4. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Specify in detail the following:
  - a. The length and terms of the warranty/maintenance and service provided with each item.
  - b. For each item, Bidder must specify if subcontractors will perform warranty/maintenance/service, location(s) where warranty/maintenance/service will be performed, along with contact name and phone number for each location.

## SECTION III: TECHNICAL SPECIFICATIONS

### A. GENERAL INSTRUCTIONS

1. Certain items of equipment are specified herein by manufacturer's type to indicate quality and functionality performance required of the equipment and their components. Where specific manufacturers are referred to, it shall be considered as if that manufacturer's current and complete specifications are included herein in full.
2. Successful Bidder must be an authorized distributor for the product offered, or submit documentation from an authorized distributor from whom Bidder has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.
3. Bidder agrees that all items(s) offered comply with all applicable Federal regulations and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the buyer harmless for any failure to so conform. Items(s) offered must conform to Safety Orders of the State of California.
4. Bidder must state the manufacturer name and model number of each item proposed in this bid.
5. Prior to award of bid, City may require a demonstration or evaluation of the proposed equipment. Each Bidder agrees to provide a demonstration and or evaluation unit at no charge to the City, for a reasonable evaluation and testing period. The City reserves the right to be the sole judge of all equipment tested
6. Contractor shall pre-test all equipment and make preliminary adjustments prior to shipment. Tests may be performed by the City, or the Contractor at the City's direction, with the full support and cooperation of the Contractor. The City shall have the right to refuse final payment until all testing has been satisfactorily completed. Acceptance test shall consist of confirming that all equipment and software in the system is performing to manufacturer's published specifications, as a minimum level of performance.
7. Carefully instruct the City's designated personnel (including contractors) in the operation, minor maintenance and normal daily use of the equipment. During this instruction period, the City's personnel (including contractors) shall have hands-on experience of actually using each equipment item and groups of items and hardware and software provided. Where Contractor may not have in-house capability or expertise to train and

instruct the City's designated personnel (including contractors) in the operation and daily use of the completed installation, factory operator training shall be provided to assure the City's full understanding and operation of the completed installation.

8. Specifications are considered minimum requirements. Mark each appropriate box clearly. Any document deemed illegible/unreadable will be deemed unresponsive.
9. If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

**B. EQUIPMENT SPECIFICATIONS**

These specifications are minimum requirements and are intended to govern the size and type of unit purchased. Any exceptions or variations from these basic specifications must be stated. Failure to completely describe the vehicle bid herein may result in rejection of the entire bid. City reserves the right to evaluate variations from these specifications and to award the contract for the vehicle which best fits the needs for the overall application parameters.

**Two (2) 2014 or Newer 29' – 32' (Compressed Natural Gas) CNG Low Floor Buses complete with the following equipment:**

1	FRAME AND BODY
A	Battery trays - stainless steel, powder coated with steel slides, under driver's platform
B	Battery cut-off switch access door
C	Air tank drain valve access door
D	Exterior skirt panel latches - 5/16" square key
E	Curbside engine access door - full punched style
F	Battery manufacturer - DEKA 8D (Cable Connection - Side Lug: 7/16 POS and 3/8 NEG)
G	Battery cable size - standard 4/0
H	Battery jump start connections: Anderson 350 with Red housing (Location - rear curbside engine door post) (Location - battery compartment)

<b>1</b>	<b>FRAME AND BODY - CONTINUED</b>
I	Chassis - 3CR12 stainless steel
J	Engine skid protection - required, with extended tow eyes
K	Body insulation package - Level 1
L	Undercoating package - Level 1
<b>2</b>	<b>ENGINE</b>
A	Cummins 2010 ISLG 280 HP, to run on Compressed Natural Gas (CNG)
B	Motor oil - Chevron RPM Gas Engine Oil 15W-40 (CNG engines)
C	Oil filters - Standard Fleetguard (Hose Type - Aeroquip FC-300)
D	Auxiliary oil filter - Spinner 2 bypass model 976 (Hose Type - Aeroquip FC300, blue)
E	Coolant filter - Nalcool need release filter with 1/4 turn shut-off valves (Hose Type - Aeroquip FC-300)
F	Fuel filters - (2) required: 1. High pressure - Agility Fuel Systems (included in fuel management panel) 2. Low pressure - Fleetguard (included with engine, remote mounted)
G	Starter - Delco model MT39, electric 24 volt, with over crank protection
H	Alternator - Niehoff model C803, belt-driven 28volt / 450 amp rating
I	Air Compressor - Cummins 30.4cfm (Wabco) discharge line must be #16 stainless steel braided hose
J	A/C idler pulley and belt tensioner
K	Surge tank with sight glass - two (2) stacked (Hose Type - Aeroquip FC-300) (pressure regulator - 16 psi)
L	Automatic engine shut down - required - with override switch on driver's dash
M	Engine test switch, on driver's dash with switch guard (Cummins)
N	Catalytic convertor - required (three way catalyst)
O	Stainless steel tailpipe with heat diffuser
P	Donaldson non-metallic air cleaner
Q	Air restriction indicator - Standard Donaldson
R	Modine E-Fan - required
S	Radiator tank guard - required
T	Coolant system clamps - Constant Tension - Oetiker
U	Road speed governed at 65 mph
V	Engine oil extractor port - Titan Probalyzer 0D1014 (location - Engine oil filter pressure port)
W	Engine belt guard - hinged with 5/16" square key locks
X	Engine oil drain plug - standard

<b>3</b>	<b>TRANSMISSION</b>
A	Manufacturer / model: ZF / Ecolife - 6 speed
B	Performance / Economy switch - located at rear bulkhead I/O panel
C	Transmission oil cooler
D	Dipstick - standard to rear engine door, without access door
E	Retarder activation: Full brake activated with 2,4,7 psi switches
F	Retarder on / off switch – driver's dash, with tamper proof tie wrap on switch guard
G	Fluid - "Transynd" Synthetic
H	Transmission fluid extractor port - Titan Probalyzer 0D1014 (location - mounted at transmission)
<b>4</b>	<b>DRIVE LINE GUARD</b>
A	Required – factory standard
<b>5</b>	<b>FRONT AXLE</b>
A	Meritor (Rockwell) model: MFS-12-155
B	Wheel mounting - hub piloted
C	Wheel seals - Chicago Rawhide oil seals
D	Brakes: 15" x 6" Q Plus with riveted lining
E	Splash apron - behind each wheel
<b>6</b>	<b>REAR AXLE</b>
A	Meritor (Rockwell) model: RS21160
B	Brakes: 16.5" x 7" Q Plus with riveted lining
C	ABS brake system - standard WABCO
D	Gear ratio - 5.38:1
E	Wheel mounting - hub piloted
F	Wheel Seals - C/R oil seals
G	Hub-odometer - not required
H	Splash apron - full width
I	Auto Traction Control (ATC) - required
<b>7</b>	<b>HYDRAULIC SYSTEM</b>
A	Bus hydraulic system includes low fluid level sensor and driver's indicator lamp
B	Reservoir - minimum 9 quart, with standard dip-stick, without sight glass
C	Hydraulic fluid - Chevron URSA SUPER PLUS EC 15W-40
D	Engine compartment hydraulic lines - Aeroquip FC-300
E	Steering box lines - Aeroquip FC-300 Pressure and Return
F	Chassis lines - rigid stainless steel tubes
<b>8</b>	<b>STEERING</b>
A	Steering wheel: Non-padded 3 spoke

<b>9</b>	<b>FUEL SYSTEM - COMPRESSED NATURAL GAS (CNG)</b>
A	Fuel tanks - roof mounted CNG cylinders
B	Tank type - Type 3 aluminum liner reinforced with composite wrap
C	Tank valving and piping - in-tank manual and electrical valves
D	Tank configuration: 1. Front row: (4) 16" diameter x 120" length tanks 2. Rear row: (4) 16" diameter x 85" length tanks
E	Covers - clam shell style roof fairings to cover tanks
F	Fuel management panel - located at curbside rear access door
G	High pressure 1/4 turn manual shut off valve
H	High pressure gauge, Swagelok 0-5,000psig liquid filled
I	Low pressure gauge, Swagelok 0-160psig liquid filled
J	Fast fill fuel port (for transit style/OPW 5000 series nozzles) single port, fuel panel mounted (60" above ground)
K	Slow fill fuel port (for NGV1 nozzles)
L	Defuel port (for NGV1 nozzles)
M	All fuel ports include a tethered dust cap
N	High pressure filter, Agility Fuel Systems
O	High pressure solenoid valve
P	High pressure regulator
Q	SMART pressure gauge - not required
R	Low fuel indicator - located in Dinex I/O lamp bar
S	Dash mounted fuel level gauge
T	Fuel door with anti-spark interlock switch to prevent engine start up when door is open
<b>10</b>	<b>REAR RUN BOX</b>
A	All electric gauges
B	Engine oil pressure gauge
C	Engine coolant temperature gauge
D	Hour meter
E	Modine E-Fan reverse switch
F	Rear hand throttle
<b>11</b>	<b>OTHER</b>
A	Parts manual, electrical manual, service manual, driver's handbook all for manufacturer (example: Gillig) - (1 per unit) hard copy and DVD
B	Engine manual (example Cummins), transmission manual, destination signs manuals, wheelchair ramp manual, heat/air conditioning manual for each vendor (1 per unit) hard copy and DVD

<b>11</b>	<b>OTHER - CONTINUED</b>
C	Keys (6 per unit) (example: 6 ignition keys, 6 lockbox keys, etc.) lockboxes must be keyed alike
D	On hand operator training 8 hour (minimum) for 12 students (all aspects: Heat/air, wheelchair ramps, destination system, farebox, etc.) Includes training DVD on all items
E	Vehicle Color: Winter White
<b>12</b>	<b>AIR SYSTEM</b>
A	Air dryer - SKF High Capacity Turbo 2000 (heated) with Filtration Plus option
B	Ping Tank with 1/4 turn valve and Kingston autodrain valve on bottom of tank (without hose)
C	Kneeling system - front kneeling only
D	Shop air connections - front and rear: ARO 23903-210, 1/4"MPT
E	Towing air connection - front only
F	Air tank drain valve extensions
G	Electrical tow connection - COLE-HERSEE #12063 7-WAY (Location - mounted in front bumper channel)
<b>13</b>	<b>STANDARD EXTERIOR STYLING PACKAGE</b>
A	Two piece windshield and separate destination sign glazing
B	Standard transit bumper, unpainted
<b>14</b>	<b>WHEELCHAIR RAMP</b>
A	Lift-U, LU-11 GEN 2 (6:1) Fold-out, located at front door
B	Manual deploy brake interlock
C	Must have stainless steel close-out panel
<b>15</b>	<b>HEATER/AIR CONDITIONING SYSTEM</b>
A	Thermo King Model T-14
B	Controls: Intelligaire III on HVAC unit with standard rotary switch on driver's dash
C	Motors (condenser and evaporator) - EBM brushless with auto low cool fan speed
D	Compressor - S391
E	Freon refrigerant- R134A
F	Compressor operation - cycling clutch
G	Fresh air make up
H	Filter - reusable polypropylene mounted on aft of air return grill
I	Booster pump - brushless / Sealless, with 1/4-turn valves
J	Valves to isolate: Compressor, dryer, and receiver
K	Sporlan electric heater valve
L	Two (2) HVAC sight glasses
M	Digital Intelligaire III Pressure Display Module inside air return grill
<b>16</b>	<b>DRIVER'S HEATER/DEFROST</b>
A	Driver's heater - Mobile Climate Control
B	Brushless motors with standard electronic control
C	Left foot vent ducted from driver's heater

<b>16</b>	<b>DRIVER'S HEATER/DEFROST - CONTINUED</b>
D	1/4 - turn shut - off valves mounted at front bumper channel
<b>17</b>	<b>DRIVER'S AUXILARY FANS</b>
A	One (1) at center left hand dash with independent switch on driver's dash
<b>18</b>	<b>FRONT DOOR</b>
A	40" slide – glide
B	Manual dump valve in header
C	Brake interlock with front door operation - Required (door only opens at stop, below 3mph)
D	Glazing - two pieces each panel
E	Grab handle - yellow powder coated stainless steel
F	Key lock front door
<b>19</b>	<b>EXIT DOOR</b>
A	34" swing-out
B	Glazing – upper and lower section (split)
C	Glazing color - match passenger windows
D	Rear step grab rail - Yellow powder coated both sides of step area
E	Sensitive Edge - required
F	Header style: Air - open / spring - close
<b>20</b>	<b>DOOR CONTROL</b>
A	Full driver control
B	Control handle: 5-position, with non-removable handle
C	Exterior front door override switch at front cap windshield washer access
<b>21</b>	<b>TIRES AND WHEELS</b>
A	Wheels - aluminum (Alcoa), Quantity – 9 (finish - machine finished)
B	Tires - 275/70R22.5 - manufacturer - Good Year G152 Quantity 9
C	Spare wheels and tires: The three (3) spare wheels shall have the tires mounted with same spec as listed above
<b>22</b>	<b>REAR ENGINE DOOR</b>
A	Handle - fixed
B	Locking gas spring - street-side
C	License plate pocket - curbside
<b>23</b>	<b>DRIVER SEAT</b>
A	Manufacturer / model: Recaro Ergo Metro (Slide Length - 9.05")
B	Headrest (vinyl) - black
C	Lumbar - air
D	Slide release - air
E	ABS back panel
F	Cover (fabric ) - black
G	Boxing (vinyl) - black

<b>24</b>	<b>PASSENGER SEATS</b>
A	Number of seated passengers - twenty-six (26)
B	Wheelchair positions - two (2) - location: Street side
C	Ramp locations - one (1) - front door
D	Configuration - transit
E	Raised platform - rear, with additional seat risers for forward-facing seats
F	Electrical equipment box mounted on front street-side wheel well, against driver's barrier (Size: 33"H x 20"D x 22.5"W) gray exterior/white interior
G	American Seating / insight seats with plush (1-1/4" padded) seat bottoms and standard (1/2" padded) seat
H	Front lower floor section: Forward facing cantilevered, without shrouds
I	Rear raised floor section: Forward facing T-Pedestal
J	Individual flip seat assembly for stroller storage on streetside, aft of wheelchair position
K	Padded seat color: to be determined
L	Boxing color: to be determined
M	Hinged rear settee
N	Remote belt release
O	Wheelchair restraints - Option H Amseco ARM with Q'Straint belts and retractors
<b>25</b>	<b>PASSENGER SIGNALS</b>
A	"Stop Request" thru voice enunciator interior sign
B	Yellow pull cords - mid window at transom line
C	Yellow drop cords - between windows at low floor section only
D	Wheelchair position - 3.5" x 7" touch pads on bottom flip-up seats
E	Button at exit door vertical stanchion (housing: Yellow with red button)
<b>26</b>	<b>DRIVER'S BARRIER</b>
A	Tubular frame barrier: Flat melamine - one piece
B	Vertical grab handle - yellow powder coated
C	Driver's barrier mounted storage box - with trigger latch (no key)
<b>27</b>	<b>ENTRANCE DOOR MODESTY PANEL</b>
A	Vertical stanchion - yellow powder coated
B	Material thickness - 3/8" standard
C	Material: 14% graylite polycarb
<b>28</b>	<b>EXIT DOOR MODESTY PANEL</b>
A	Modesty panel aft of rear door - curbside and street-side
B	Frame - yellow powder coated
C	Color: Front of panel - to be determined
D	Color: Aft of panel - to be determined
E	Material thickness - 1/4"

<b>29</b>	<b>SCHEDULE RACK AND DRIVER'S COAT HOOK</b>
A	Driver's coat hook - standard HD aluminum with strap on driver's B-post
B	Schedule racks - to be determined
<b>30</b>	<b>INTERIOR PASSENGER ASSISTS</b>
A	Dash mounted horizontal hand rail - yellow powder coated
B	Vertical stanchions - yellow powder coated
C	Overhead hand rails at rear section above platform seats
D	Black nylon overhead grab straps
E	Passenger information station
<b>31</b>	<b>WINDSHIELD</b>
A	2-piece windshield and destination glazing
B	Windshield tint band - street-side and curbside
C	Driver's window - 2 piece full slider with bonded, hidden frame. (non-egress), 73%
D	Exterior handle/disable front latch
<b>32</b>	<b>PASSENGER WINDOWS</b>
A	Last 3 windows on each side are non-egress
B	Configuration: Full fixed
C	Glazing - 1/4" tempered glass (bonded frame)
D	Tint - 10% to 25%
E	Manufacturer - Dura
F	Window Guards: 6mil film (standard on bonded windows)
<b>33</b>	<b>EMERGENCY WINDOW INSTRUCTIONS</b>
A	On metal plates with English and Spanish
<b>34</b>	<b>HEADLAMPS</b>
A	Dual (4) LED headlights
B	High/low beam toe switch
C	Must have Day - Run Headlamps only, with reduced voltage
<b>35</b>	<b>EXTERIOR LAMPS</b>
A	Tail lights - Dialight 4" LED, BRT Panel Style (configuration): Corner panel, top to bottom: Amber / red and rear engine door panel: Outside hole - red / inside hole - back up lamp
B	Back up lamps - 4" diameter, clear Dialight LED
C	Side turn signals - Dialight LED
D	Front and rear side turn signals - in front of wheels
E	Exterior curb lamps, front and rear - Dialight Black Housing LED's
F	Kneeling / ramp warning lamp - Dialight LED
G	Marker lights - Dialight LED
H	Auxiliary brake lamps - (2) horizontal red LED strip lamps - Location: Low center mounted on rear HVAC grill
I	Engine compartment lamps - (3) Dialight LED strip lights
J	Hazard and turn signal audio signal - through I/O system
K	Turn signals - No audio sound
L	Hazard lights - audio beeper on

<b>36</b>	<b>INTERIOR LIGHTS</b>
A	Interior lamp and HVAC ducts - Pretoria LED
B	Front and rear doors control: First streetside and all curbside interior light fixtures
C	Light level controlled by programming without ambient light sensor
D	Driver's courtesy light Peterson LED - switch on base of light
E	Interior step lamps - Dialight Black Housing LED's
F	Ceiling mounted fare box lamp - Peterson LED, mounted in driver's ceiling panel, wiring - through ignition night run and park positions, controlled by front door
<b>37</b>	<b>2-WAY RADIO</b>
A	City to supply and install after delivery
B	Wiring: 12v/40a direct battery and 12v/10a ignition route to RH dash and electrical equipment box to accommodate Motorola XPR4550
C	Antenna GPS/VHF - Motorola Part #RAD4216 Cable Connection - Model RG-58/U standard Route antenna cable to electrical equipment box
D	Dash Pod With Pass Thru Hole
E	Emergency message 2-way radio activation feature
F	2-way radio driver's speaker
<b>38</b>	<b>PUBLIC ADDRESS SYSTEM</b>
A	PA amplification through voice annunciator system
B	Auxiliary microphone jack - on bottom of sawtooth console
C	Boom microphone - on sawtooth panel
D	Boom microphone switch - with (momentary) toe switch
E	Hand microphone
F	Interior speakers - six (6)
G	Exterior speaker: one (1) chassis mounted
<b>39</b>	<b>VOICE ANNUNCIATOR</b>
A	Model - DR600, with side console mounted speaker select switch and message switch
B	GPS autotrigger
C	Interior sign - single line with "Stop Request" amber LED located at aft interior air tank compartment door
D	Automatic passenger counters (APC) - not required
<b>40</b>	<b>AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM</b>
A	NextBus - Bidder to install customer furnished equipment. Equipment will be new and provided in unopened manufacturer's packaging
<b>41</b>	<b>OBJECT AVOIDANCE SYSTEM</b>
A	Front and Rear

<b>42</b>	<b>FAREBOX</b>
A	GFI Odyssey - wiring - direct from battery to pedestal GFI plug only (Odyssey)
B	Farebox guard - yellow powder coated
C	Transfer cutter - not required
D	Passenger counter - not required
E	Diamond SV Model Rectangular Farebox with two vaults
<b>43</b>	<b>DESTINATION SIGNS</b>
A	Front - color (17 x 160)
B	Curbside - color (15 x 128)
C	Streetside - not required
D	Rear sign - color (15 x 48)
E	Heated front sign glazing
<b>44</b>	<b>DESTINATION SIGN CONTROL</b>
A	ERIC E420F location – driver’s sawtooth console
B	Auto blank time - 0 Seconds
C	Emergency message sign activation feature
D	Must provide program software and hardware
<b>45</b>	<b>FLOOR COVERING AND MATERIAL</b>
A	Aisle color – To be determined
B	Create an easily removable section in the main aisle flooring that is 3 feet in length and will be used for a City Logo at a later date
C	Underseat color – to be determined
D	Step nosing - Screaming Yellow
E	Driver Platform - 1/8" Smooth Black
F	Yellow ADA logo at wheelchair positions
G	Rear settee riser - to be determined
H	Heel plate at throttle and brake pedals
I	Farebox platform / driver’s step - black with yellow Altro nosing
J	Floor material - .75" thick Greenwood XL NT Hardwood
<b>46</b>	<b>INTERIOR PANELS</b>
A	Window mullions - 1500N60 Gray (off white)
B	Below windows to seat rail - to be determined
C	Driver’s ceiling panel - 1500N60 Gray (off white)
D	Passenger ceiling panels - 1500N60 Gray (Off White)
E	Rear bulkhead - to be determined
F	Roof hatch - one (1) over rear axle (decals - English and Spanish) power open/close feature
G	Streetside front wheel well cover - flooring material (yellow powder coated stanchion)
H	Curbside front wheel well cover - flooring material (3-passenger seat, with flip-up step) (yellow powder coated stanchion)
<b>47</b>	<b>EXTERIOR MIRROR - STREETSIDE</b>
A	Low mounted
B	Manufacturer: B&R

<b>47</b>	<b>EXTERIOR MIRROR - STREETSIDE - CONTINUED</b>
C	Size: 10 x 11
D	Glazing: Flat and convex (2 piece)
E	Remote - required both glazings
F	Arms - cast aluminum with integral connector
<b>48</b>	<b>EXTERIOR MIRROR - CURBSIDE</b>
A	Top mounted
B	Manufacturer: B&R
C	Size: 10 x 11
D	Glazing: Flat and convex (2pc.)
E	Remote - required both glazings
F	Arms - Cast aluminum with integral connector
<b>49</b>	<b>INTERIOR MIRRORS</b>
A	Mirror - 8.25" x 16" on destination sign compartment lower closeout
B	6" round on header door
C	12" convex at exit door step
<b>50</b>	<b>DRIVER'S DASH</b>
A	Front cap styling
B	Dash pod with cable pass thru
C	Driver's power port
D	Door control handle - vapor Control handle: 5-position, with removable handle at #2 position
E	Parking brake control valve - Located aft of driver's door control handle
F	Turn signal bracket - four (4) switches dimmer switch at upper left hand and public announcement microphone switch at upper right hand
<b>51</b>	<b>DRIVER'S DASH - PANEL 1</b>
A	Retarder switch with guard
B	Engine test switch with guard
C	Kneeling switch with guard
D	Ramp controls
<b>52</b>	<b>DRIVER'S DASH - PANEL 2</b>
A	Dual air gauge
B	Speedometer without trip reset
C	Fuel gauge
D	Engine oil pressure gauge
E	Engine coolant temperature gauge
F	Voltmeter, 24v
G	Voltmeter, 12v
<b>53</b>	<b>DRIVER'S DASH - PANEL 3</b>
A	Driver's booster fan switch
B	Panel lamp dimmer switch
C	Wipers - electric, with intermittent control

<b>53</b>	<b>DRIVER'S DASH - PANEL 3 - CONTINUED</b>
D	HVAC climate control switch
E	Driver's heater controls
<b>54</b>	<b>DRIVER'S DASH - PANEL 4</b>
A	Transmission shift control - ZF
<b>55</b>	<b>DRIVER'S DASH - PANEL 5</b>
A	Stop engine override switch with guard
B	Passenger chime switch - single / reset
C	Interior lamp switch ( all/ off/ roadside)
D	Engine start push button
E	Fast idle switch
F	Hazard lamp switch with red extension
G	Four (4) position rotary run switch
<b>56</b>	<b>DRIVER'S DASH - SIDE CONSOLE</b>
A	Emergency message button (covert switch)
B	Remote mirror control (2)
C	Front door air release valve
D	Amerex V-25 switch on aft of driver's side console and circuit monitor on B-Post side wall
E	Engine test switch with guard
F	Driver's speaker volume control
<b>57</b>	<b>DRIVER'S DASH - OVERHEAD SAWTOOTH CONSOLE</b>
A	Driver's air vent - Forward of panel #10
B	Driver's speaker
C	Hand microphone
D	Panel#10 - Driver's lamp with switch, boom microphone, exterior lamp test switch
E	Panel#11 - destination sign control
F	Panel#12 - Amerex safety net module
<b>58</b>	<b>PAINT AND DECALS</b>
A	Paint scheme layout - single color with black window mask
B	Exterior graphics - customer logos, bus numbers and standard decals to match existing fleet
C	Interior decals - English and Spanish
D	Paint axle hubs – black
E	Undercoating package
<b>59</b>	<b>MULTIPLEXING CONTROLS</b>
A	Dinex I.O. controls, mounted at rear bulkhead
B	G3 System, with single point interface
C	Radio frequency wireless communication
D	Low air pressure warning buzzer - with engine running

<b>60</b>	<b>SUN SHADES</b>
A	Dual (scissor style) - location - streetside windshield and driver's side window
B	Driver's side shade with horizontal split for low mounted streetside exterior mirror
<b>61</b>	<b>FIRE ALARM AND DETECTION SYSTEM</b>
A	Engine and HVAC compartment linear fire wire
<b>62</b>	<b>FIRE SUPPRESSION SYSTEM</b>
A	Amerex V-25 Automatic
B	V-25 switch on aft driver's side console and circuit monitor on sawtooth #12
C	15 second automatic engine shutdown - required
D	Four (4) nozzles in engine compartment
<b>63</b>	<b>SAFETY NET GAS DETECTION</b>
A	Amerex safety net
B	Audible and visible alarm
C	Engine shutdown
D	Methane detectors - quantity four (4) (1) in engine compartment mounted above low pressure fuel filter (1) streetside roof mounted fuel storage tank compartment (1) curbside roof mounted fuel storage tank compartment (1) roof mounted near fuel manifold/fill panel conduit vent line
E	Interior methane detectors - not required
<b>64</b>	<b>BIKE RACK</b>
A	Sportworks DL2, gray powder coated three (3) bike model
B	Front bumper mounted with slide-in standoff brackets
C	Deploy indicator lamp
D	With dash mounted indicator
<b>65</b>	<b>VIDEO SURVEILLANCE SYSTEM</b>
A	Complete camera system and mounting
B	Manufacturer / model - Seon / DX12
C	Audio recording at driver's area only ( Camera #2A)
D	Eight (8) Color cameras
E	Camera Locations to be determined at PPMTG, but, at least one (1) must provide rear-backup visualization for driver.
<b>66</b>	<b>EXTERIOR TRIM</b>
A	Front license plate mounting
B	Frame and hardware mounted centered between headlamps
<b>67</b>	<b>LOCKS AND LATCHES</b>
A	Destination sign door - 5/16" SQ KEY
B	Sawtooth compartment - 5/16" SQ KEY
C	Front door header - 5/16" SQ KEY
D	HVAC return air grill - COMPR LATCH - BARREL KEY
E	Bulkhead elect door - COMPR LATCH - BARREL KEY
F	Forward air tank compt door - 5/16" SQ KEY

<b>67</b>	<b>LOCKS AND LATCHES - CONTINUED</b>
G	Aft air tank compt door - COMPR LATCH - BARREL KEY
H	Elect equipment box – Key Lock BH010 - quantity two (2) 5/16" SQ KEY
<b>68</b>	<b>SAFETY EQUIPMENT</b>
A	5 pound fire extinguisher - mounted behind driver's seat rated ABC and approved by the Department of Transportation
B	Safety triangle kit - Mounted behind driver's seat
C	Medical aid kit (10-person minimum) unit and blood born pathogen kit approved for use by the Department of Transportation, mounted behind driver seat
<b>69</b>	<b>WARRANTY</b>
A	Basic Bus 1 year 50,000 miles
B	Engine – Cummins 3 years 300,000 miles
C	Transmission ZF 5 years 300,000 miles
D	Drive Axle Meritor 2 years 100,000 miles
E	Wheelchair Ramps Lift-U 3 years Unlimited miles
F	A/C System Thermo King 3 years Unlimited miles
G	Brakes (less friction materials) Bendix/Meritor 2 years 50,000 miles
H	Body Structure 3 years 150,000 miles
I	Structural Integrity 7 years 350,000 miles
<b>70</b>	<b>TOOLS/EQUIPMENT</b>
A	Module, Circuit Tester Model: G3-MK808 Quantity 1
B	Module, Program Loader Model G3-MK-CHARGER Quantity 1
C	Module, Program Model: G3-MK-PROGRAM Quantity 1
D	Module, ID Writer Model: G3-MK-IDWT Quantity 1
E	TK IntelligAire III Model: CAN DIAG IntelligAire III Quantity 1
F	Laptop with all software needed to test, program and interface with all aspects of the bus - loaded (with backup disk of each program) Quantity 1

## **SECTION IV: BID SUBMITTAL FORMS**

All of the following items must be included in the submitted bid in order to be considered complete. Bidder may include additional materials as necessary. Bidder shall submit one (1) original and two (2) copies. The bid must include the following:

1. Cover Letter
2. Specifications Requirements Checklist (Appendix A)
3. Exceptions to Stated Specifications (Appendix B)
4. Bid Schedule Form (Appendix C)
5. Equipment and Material Manufacturers Form (Appendix D)
6. Company Data Form (Appendix E)
7. Professional References Form (Appendix F)
8. Non Collusion Affidavit Form (Appendix G)
9. FTA Requirements (Appendix H)
10. Standard Terms and Conditions Form (Appendix I)
11. Lobbying Certification (Exhibit 1)
12. Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit 2)
13. Buy America Rule Certification (Exhibit 3)
14. Pre-Award and Post-Delivery Audits Requirements (Exhibit 4)
15. Federal Motor Vehicle Safety Standard Certification (Exhibit 5)
16. Certification of Manufacturer's Compliance with FTA – DBE Requirements (Exhibit 6)
17. Sample General Liability Endorsement (Attachment 1)
18. Sample Waiver of Transfer of Rights of Recovery Against Others to Us (Attachment 2)

**APPENDIX A  
SPECIFICATIONS REQUIREMENTS CHECKLIST**

If an item is marked "No", provide an explanation as part of Appendix B.

<b>1</b>	<b>FRAME AND BODY</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Battery trays - stainless steel, powder coated with steel slides, under driver's platform			
B	Battery cut-off switch access door			
C	Air tank drain valve access door			
D	Exterior skirt panel latches - 5/16" square key			
E	Curbside engine access door - full punched style			
F	Battery manufacturer - DEKA 8D (Cable Connection - Side Lug: 7/16 POS and 3/8 NEG)			
G	Battery cable size - standard 4/0			
H	Battery jump start connections: Anderson 350 with Red housing (Location - rear curbside engine door post) (Location - battery compartment)			
I	Chassis - 3CR12 stainless steel			
J	Engine skid protection - required, with extended tow eyes			
K	Body insulation package - Level 1			
L	Undercoating package - Level 1			
<b>2</b>	<b>ENGINE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Cummins 2010 ISLG 280 HP, to run on Compressed Natural Gas (CNG)			
B	Motor oil - Chevron RPM Gas Engine Oil 15W-40 (CNG engines)			
C	Oil filters - Standard Fleetguard (Hose Type - Aeroquip FC-300)			
D	Auxiliary oil filter - Spinner 2 bypass model 976 (Hose Type - Aeroquip FC300, blue)			
E	Coolant filter - Nalcool need release filter with 1/4 turn shut-off valves (Hose Type - Aeroquip FC-300)			
F	Fuel filters - (2) required: 1. High pressure - Agility Fuel Systems (included in fuel management panel) 2. Low pressure - Fleetguard (included with engine, remote mounted)			
G	Starter - Delco model MT39, electric 24 volt, with over crank protection			
H	Alternator - Niehoff model C803, belt-driven 28volt / 450 amp rating			
I	Air Compressor - Cummins 30.4cfm (Wabco) discharge line must be #16 stainless steel braided hose			

<b>2</b>	<b>ENGINE - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
J	A/C idler pulley and belt tensioner			
K	Surge tank with sight glass - two (2) stacked (Hose Type - Aeroquip FC-300) (pressure regulator - 16 psi)			
L	Automatic engine shut down - required - with override switch on driver's dash			
M	Engine test switch, on driver's dash with switch guard (Cummins)			
N	Catalytic convertor - required (three way catalyst)			
O	Stainless steel tailpipe with heat diffuser			
P	Donaldson non-metallic air cleaner			
Q	Air restriction indicator - Standard Donaldson			
R	Modine E-Fan - required			
S	Radiator tank guard - required			
T	Coolant system clamps - Constant Tension - Oetiker			
U	Road speed governed at 65 mph			
V	Engine oil extractor port - Titan Probalyzer 0D1014 (location - Engine oil filter pressure port)			
W	Engine belt guard - hinged with 5/16" square key locks			
X	Engine oil drain plug - standard			
<b>3</b>	<b>TRANSMISSION</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Manufacturer / model: ZF / Ecolife - 6 speed			
B	Performance / Economy switch - located at rear bulkhead I/O panel			
C	Transmission oil cooler			
D	Dipstick - standard to rear engine door, without access door			
E	Retarder activation: Full brake activated with 2,4,7 psi switches			
F	Retarder on / off switch – driver's dash, with tamper proof tie wrap on switch guard			
G	Fluid - "Transynd" Synthetic			
H	Transmission fluid extractor port - Titan Probalyzer 0D1014 (location - mounted at transmission)			
<b>4</b>	<b>DRIVE LINE GUARD</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Required – factory standard			
<b>5</b>	<b>FRONT AXLE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Meritor (Rockwell) model: MFS-12-155			
B	Wheel mounting - hub piloted			
C	Wheel seals - Chicago Rawhide oil seals			

<b>5</b>	<b>FRONT AXLE - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
D	Brakes: 15" x 6" Q Plus with riveted lining			
E	Splash apron - behind each wheel			
<b>6</b>	<b>REAR AXLE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Meritor (Rockwell) model: RS21160			
B	Brakes: 16.5" x 7" Q Plus with riveted lining			
C	ABS brake system - standard WABCO			
D	Gear ratio - 5.38:1			
E	Wheel mounting - hub piloted			
F	Wheel Seals - C/R oil seals			
G	Hub-odometer - not required			
H	Splash apron - full width			
I	Auto Traction Control (ATC) - required			
<b>7</b>	<b>HYDRAULIC SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Bus hydraulic system includes low fluid level sensor and driver's indicator lamp			
B	Reservoir - minimum 9 quart, with standard dip-stick, without sight glass			
C	Hydraulic fluid - Chevron URSA SUPER PLUS EC 15W-40			
D	Engine compartment hydraulic lines - Aeroquip FC-300			
E	Steering box lines - Aeroquip FC-300 Pressure & Return			
F	Chassis lines - rigid stainless steel tubes			
<b>8</b>	<b>STEERING</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Steering wheel: Non-padded 3 spoke			
<b>9</b>	<b>FUEL SYSTEM - COMPRESSED NATURAL GAS (CNG)</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Fuel tanks - roof mounted CNG cylinders			
B	Tank type - Type 3 aluminum liner reinforced with composite wrap			
C	Tank valving and piping - in-tank manual & electrical valves			
D	Tank configuration: 1. Front row: (4) 16" diameter x 120" length tanks 2. Rear row: (4) 16" diameter x 85" length tanks			
E	Covers - clam shell style roof fairings to cover tanks			
F	Fuel management panel - located at curbside rear access door			

<b>9</b>	<b>FUEL SYSTEM - (CNG) - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
G	High pressure 1/4 turn manual shut off valve			
H	High pressure gauge, Swagelok 0-5,000psig liquid filled			
I	Low pressure gauge, Swagelok 0-160psig liquid filled			
J	Fast fill fuel port (for transit style/OPW 5000 series nozzles) single port, fuel panel mounted (60" above ground)			
K	Slow fill fuel port (for NGV1 nozzles)			
L	Defuel port (for NGV1 nozzles)			
M	All fuel ports include a tethered dust cap			
N	High pressure filter, Agility Fuel Systems			
O	High pressure solenoid valve			
P	High pressure regulator			
Q	SMART pressure gauge - not required			
R	Low fuel indicator - located in Dinex I/O lamp bar			
S	Dash mounted fuel level gauge			
T	Fuel door with anti-spark interlock switch to prevent engine start up when door is open			
<b>10</b>	<b>REAR RUN BOX</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	All electric gauges			
B	Engine oil pressure gauge			
C	Engine coolant temperature gauge			
D	Hour meter			
E	Modine E-Fan reverse switch			
F	Rear hand throttle			
<b>11</b>	<b>OTHER</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Parts manual, electrical manual, service manual, driver's handbook all for manufacturer (example: Gillig) - (1 per unit) hard copy and DVD			
B	Engine manual (example Cummins), transmission manual, destination signs manuals, wheelchair ramp manual, heat/air conditioning manual for each vendor (1 per unit) hard copy and DVD			
C	Keys (6 per unit) (example: 6 ignition keys, 6 lockbox keys, etc.) lockboxes must be keyed alike			
D	On hand operator training 8 hour (minimum) for 12 students (all aspects: Heat/air, wheelchair ramps, destination system, farebox, etc.) Includes training DVD on all items			
E	Vehicle Color: Winter White			

<b>12</b>	<b>AIR SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Air dryer - SKF High Capacity Turbo 2000 (heated) with Filtration Plus option			
B	Ping Tank with 1/4 turn valve and Kingston autodrain valve on bottom of tank (without hose)			
C	Kneeling system - front kneeling only			
D	Shop air connections - front and rear: ARO 23903-210, 1/4"MPT			
E	Towing air connection - front only			
F	Air tank drain valve extensions			
G	Electrical tow connection - COLE-HERSEE #12063 7-WAY (Location - mounted in front bumper channel)			
<b>13</b>	<b>STANDARD EXTERIOR STYLING PACKAGE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Two piece windshield and separate destination sign glazing			
B	Standard transit bumper, unpainted			
<b>14</b>	<b>WHEELCHAIR RAMP</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Lift-U, LU-11 GEN 2 (6:1) Fold-out, located at front door			
B	Manual deploy brake interlock			
C	Must have stainless steel close-out panel			
<b>15</b>	<b>HEATER/AIR CONDITIONING SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Thermo King Model T-14			
B	Controls: Intelligaire III on HVAC unit with standard rotary switch on driver's dash			
C	Motors (condenser and evaporator) - EBM brushless with auto low cool fan speed			
D	Compressor - S391			
E	Freon refrigerant- R134A			
F	Compressor operation - cycling clutch			
G	Fresh air make up			
H	Filter - reusable polypropylene mounted on aft of air return grill			
I	Booster pump - brushless / Sealless, with 1/4-turn valves			
J	Valves to isolate: Compressor, dryer, and receiver			
K	Sporlan electric heater valve			
L	Two (2) HVAC sight glasses			
M	Digital Intelligaire III Pressure Display Module inside air return grill			

<b>16</b>	<b>DRIVER'S HEATER/DEFROST</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Driver's heater - Mobile Climate Control			
B	Brushless motors with standard electronic control			
C	Left foot vent ducted from driver's heater			
D	1/4 - turn shut - off valves mounted at front bumper channel			
<b>17</b>	<b>DRIVER'S AUXILARY FANS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	One (1) at center left hand dash with independent switch on driver's dash			
<b>18</b>	<b>FRONT DOOR</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	40" slide – glide			
B	Manual dump valve in header			
C	Brake interlock with front door operation - Required (door only opens at stop, below 3mph)			
D	Glazing - two pieces each panel			
E	Grab handle - yellow powder coated stainless steel			
F	Key lock front door			
<b>19</b>	<b>EXIT DOOR</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	34" swing-out			
B	Glazing – upper and lower section (split)			
C	Glazing color - match passenger windows			
D	Rear step grab rail - Yellow powder coated both sides of step area			
E	Sensitive Edge - required			
F	Header style: Air - open / spring - close			
<b>20</b>	<b>DOOR CONTROL</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Full driver control			
B	Control handle: 5-position, with non-removable handle			
C	Exterior front door override switch at front cap windshield washer access			
<b>21</b>	<b>TIRES AND WHEELS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Wheels - aluminum (Alcoa), Quantity – 9 (finish - machine finished)			
B	Tires - 275/70R22.5 - manufacturer - Good Year G152 Quantity 9			
C	Spare wheels and tires: The three (3) spare wheels shall have the tires mounted with same spec as listed above			

<b>22</b>	<b>REAR ENGINE DOOR</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Handle - fixed			
B	Locking gas spring - street-side			
C	License plate pocket - curbside			
<b>23</b>	<b>DRIVER SEAT</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Manufacturer / model: Recaro Ergo Metro (Slide Length - 9.05")			
B	Headrest (vinyl) - black			
C	Lumbar - air			
D	Slide release - air			
E	ABS back panel			
F	Cover (fabric ) - black			
G	Boxing (vinyl) - black			
<b>24</b>	<b>PASSENGER SEATS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Number of seated passengers - twenty-six (26)			
B	Wheelchair positions - two (2) - location: Street side			
C	Ramp locations - one (1) - front door			
D	Configuration - transit			
E	Raised platform - rear, with additional seat risers for forward-facing seats			
F	Electrical equipment box mounted on front street-side wheel well, against driver's barrier (Size: 33"H x 20"D x 22.5"W) gray exterior/white interior			
G	American Seating / insight seats with plush (1-1/4" padded) seat bottoms & standard (1/2" padded) seat			
H	Front lower floor section: Forward facing cantilevered, without shrouds			
I	Rear raised floor section: Forward facing T-Pedestal			
J	Individual flip seat assembly for stroller storage on streetside, aft of wheelchair position			
K	Padded seat color: to be determined			
L	Boxing color: to be determined			
M	Hinged rear settee			
N	Remote belt release			
O	Wheelchair restraints - Option H Amseco ARM with Q'Straint belts and retractors			
<b>25</b>	<b>PASSENGER SIGNALS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	"Stop Request" thru voice enunciator interior sign			
B	Yellow pull cords - mid window at transom line			

<b>25</b>	<b>PASSENGER SIGNALS - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
C	Yellow drop cords - between windows at low floor section only			
D	Wheelchair position - 3.5" x 7" touch pads on bottom flip-up seats			
E	Button at exit door vertical stanchion (housing: Yellow with red button)			
<b>26</b>	<b>DRIVER'S BARRIER</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Tubular frame barrier: Flat melamine - one piece			
B	Vertical grab handle - yellow powder coated			
C	Driver's barrier mounted storage box - with trigger latch (no key)			
<b>27</b>	<b>ENTRANCE DOOR MODESTY PANEL</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Vertical stanchion - yellow powder coated			
B	Material thickness - 3/8" standard			
C	Material: 14% graylite polycarb			
<b>28</b>	<b>EXIT DOOR MODESTY PANEL</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Modesty panel aft of rear door - curbside and street-side			
B	Frame - yellow powder coated			
C	Color: Front of panel - to be determined			
D	Color: Aft of panel - to be determined			
E	Material thickness - 1/4"			
<b>29</b>	<b>SCHEDULE RACK AND DRIVERS COAT HOOK</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Driver's coat hook - standard HD aluminum with strap on driver's B-post			
B	Schedule racks - to be determined			
<b>30</b>	<b>INTERIOR PASSENGER ASSISTS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Dash mounted horizontal hand rail - yellow powder coated			
B	Vertical stanchions - yellow powder coated			
C	Overhead hand rails at rear section above platform seats			
D	Black nylon overhead grab straps			
E	Passenger information station			
<b>31</b>	<b>WINDSHIELD</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	2-piece windshield and destination glazing			
B	Windshield tint band - street-side and curbside			
C	Driver's window - 2 piece full slider with bonded, hidden frame. (non-egress), 73%			

<b>31</b>	<b>WINDSHIELD - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
D	Exterior handle/disable front latch			
<b>32</b>	<b>PASSENGER WINDOWS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Last 3 windows on each side are non-egress			
B	Configuration: Full fixed			
C	Glazing - 1/4" tempered glass (bonded frame)			
D	Tint - 10% to 25%			
E	Manufacturer - Dura			
F	Window Guards: 6mil film (standard on bonded windows)			
<b>33</b>	<b>EMERGENCY WINDOW INSTRUCTIONS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	On metal plates with English and Spanish			
<b>34</b>	<b>HEADLAMPS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Dual (4) LED headlights			
B	High/low beam toe switch			
C	Must have Day - Run Headlamps only, with reduced voltage			
<b>35</b>	<b>EXTERIOR LAMPS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Tail lights - Dialight 4" LED, BRT Panel Style (configuration): Corner panel, top to bottom: Amber / red and rear engine door panel: Outside hole - red / inside hole - back up lamp			
B	Back up lamps - 4" diameter, clear Dialight LED			
C	Side turn signals - Dialight LED			
D	Front and rear side turn signals - in front of wheels			
E	Exterior curb lamps, front and rear - Dialight Black Housing LED's			
F	Kneeling / ramp warning lamp - Dialight LED			
G	Marker lights - Dialight LED			
H	Auxiliary brake lamps - (2) horizontal red LED strip lamps - Location: Low center mounted on rear HVAC grill			
I	Engine compartment lamps - (3) Dialight LED strip lights			
J	Hazard and turn signal audio signal - through I/O system			
K	Turn signals - No audio sound			
L	Hazard lights - audio beeper on			
<b>36</b>	<b>INTERIOR LIGHTS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Interior lamp and HVAC ducts - Pretoria LED			
B	Front and rear doors control: First streetside and all curbside interior light fixtures			

<b>36</b>	<b>INTERIOR LIGHTS - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
C	Light level controlled by programming without ambient light sensor			
D	Driver's courtesy light Peterson LED - switch on base of light			
E	Interior step lamps - Dialight Black Housing LED's			
F	Ceiling mounted fare box lamp - Peterson LED, mounted in driver's ceiling panel, wiring - through ignition night run and park positions, controlled by front door			
<b>37</b>	<b>2-WAY RADIO</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	City to supply and install after delivery			
B	Wiring: 12v/40a direct battery & 12v/10a ignition route to RH dash and electrical equipment box to accommodate Motorola XPR4550			
C	Antenna GPS/VHF - Motorola Part #RAD4216 Cable Connection - Model RG-58/U standard Route antenna cable to electrical equipment box			
D	Dash Pod With Pass Thru Hole			
E	Emergency message 2-way radio activation feature			
F	2-way radio driver's speaker			
<b>38</b>	<b>PUBLIC ADDRESS SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	PA amplification through voice annunciator system			
B	Auxiliary microphone jack - on bottom of sawtooth console			
C	Boom microphone - on sawtooth panel			
D	Boom microphone switch - with (momentary) toe switch			
E	Hand microphone			
F	Interior speakers - six (6)			
G	Exterior speaker: one (1) chassis mounted			
<b>39</b>	<b>VOICE ANNUNCIATOR</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Model - DR600, with side console mounted speaker select switch and message switch			
B	GPS autotrigger			
C	Interior sign - single line with "Stop Request" amber LED located at aft interior air tank compartment door			
D	Automatic passenger counters (APC) - not required			
<b>40</b>	<b>AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	NextBus - Bidder to install customer furnished equipment. Equipment will be new and provided in unopened manufacturer's packaging			

<b>41</b>	<b>OBJECT AVOIDANCE SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Front and Rear			
<b>42</b>	<b>FAREBOX</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	GFI Odyssey - wiring - direct from battery to pedestal GFI plug only (Odyssey)			
B	Farebox guard - yellow powder coated			
C	Transfer cutter - not required			
D	Passenger counter - not required			
E	Diamond SV Model Rectangular Farebox with two vaults			
<b>43</b>	<b>DESTINATION SIGNS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Front - color (17 x 160)			
B	Curbside - color (15 x 128)			
C	Streetside - not required			
D	Rear sign - color (15 x 48)			
E	Heated front sign glazing			
<b>44</b>	<b>DESTINATION SIGN CONTROL</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	ERIC E420F location – driver’s sawtooth console			
B	Auto blank time - 0 Seconds			
C	Emergency message sign activation feature			
D	Must provide program software and hardware			
<b>45</b>	<b>FLOOR COVERING AND MATERIAL</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Aisle color – To be determined			
B	Create an easily removable section in the main aisle flooring that is 3 feet in length and will be used for a City Logo at a later date			
C	Underseat color – to be determined			
D	Step nosing - Screaming Yellow			
E	Driver Platform - 1/8" Smooth Black			
F	Yellow ADA logo at wheelchair positions			
G	Rear settee riser - to be determined			
H	Heel plate at throttle and brake pedals			
I	Farebox platform / driver’s step - black with yellow Altro nosing			
J	Floor material - .75" thick Greenwood XL NT Hardwood			
<b>46</b>	<b>INTERIOR PANELS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Window mullions - 1500N60 Gray (off white)			
B	Below windows to seat rail - to be determined			

<b>46</b>	<b>INTERIOR PANELS - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
C	Driver's ceiling panel - 1500N60 Gray (off white)			
D	Passenger ceiling panels - 1500N60 Gray (Off White)			
E	Rear bulkhead - to be determined			
F	Roof hatch - one (1) over rear axle (decals - English and Spanish) power open/close feature			
G	Streetside front wheel well cover - flooring material (yellow powder coated stanchion)			
H	Curbside front wheel well cover - flooring material (3-passenger seat, with flip-up step) (yellow powder coated stanchion)			
<b>47</b>	<b>EXTERIOR MIRROR - STREETSIDE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Low mounted			
B	Manufacturer: B&R			
C	Size: 10 x 11			
D	Glazing: Flat & convex (2 piece)			
E	Remote - required both glazings			
F	Arms - cast aluminum with integral connector			
<b>48</b>	<b>EXTERIOR MIRROR - CURBSIDE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Top mounted			
B	Manufacturer: B&R			
C	Size: 10 x 11			
D	Glazing: Flat & convex (2pc.)			
E	Remote - required both glazings			
F	Arms - Cast aluminum with integral connector			
<b>49</b>	<b>INTERIOR MIRRORS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Mirror - 8.25" x 16" on destination sign compartment lower closeout			
B	6" round on header door			
C	12" convex at exit door step			
<b>50</b>	<b>DRIVER'S DASH</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Front cap styling			
B	Dash pod with cable pass thru			
C	Driver's power port			
D	Door control handle - vapor Control handle: 5-position, with removable handle at #2 position			
E	Parking brake control valve - Located aft of driver's door control handle			

<b>50</b>	<b>DRIVER'S DASH - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
F	Turn signal bracket - four (4) switches dimmer switch at upper left hand and public announcement microphone switch at upper right hand			
<b>51</b>	<b>DRIVER'S DASH - PANEL 1</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Retarder switch with guard			
B	Engine test switch with guard			
C	Kneeling switch with guard			
E	Ramp controls			
<b>52</b>	<b>DRIVER'S DASH - PANEL 2</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Dual air gauge			
B	Speedometer without trip reset			
C	Fuel gauge			
D	Engine oil pressure gauge			
E	Engine coolant temperature gauge			
F	Voltmeter, 24v			
G	Voltmeter, 12v			
<b>53</b>	<b>DRIVER'S DASH - PANEL 3</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Driver's booster fan switch			
B	Panel lamp dimmer switch			
C	Wipers - electric, with intermittent control			
D	HVAC climate control switch			
E	Driver's heater controls			
F	Driver's booster fan switch			
<b>54</b>	<b>DRIVER'S DASH - PANEL 4</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Transmission shift control - ZF			
<b>55</b>	<b>DRIVER'S DASH - PANEL 5</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Stop engine override switch with guard			
B	Passenger chime switch - single / reset			
C	Interior lamp switch ( all/ off/ roadside)			
D	Engine start push button			
E	Fast idle switch			
F	Hazard lamp switch with red extension			
G	Four (4) position rotary run switch			

<b>56</b>	<b>DRIVER'S DASH - SIDE CONSOLE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Emergency message button (covert switch)			
B	Remote mirror control (2)			
C	Front door air release valve			
D	Amerex V-25 switch on aft of driver's side console and circuit monitor on B-Post side wall			
E	Engine test switch with guard			
F	Driver's speaker volume control			
<b>57</b>	<b>DRIVER'S DASH - OVERHEAD SAWTOOTH CONSOLE</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Driver's air vent - Forward of panel #10			
B	Driver's speaker			
C	Hand microphone			
D	Panel#10 - Driver's lamp with switch, boom microphone, exterior lamp test switch			
E	Panel#11 - destination sign control			
F	Panel#12 - Amerex safety net module			
<b>58</b>	<b>PAINT AND DECALS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Paint scheme layout - single color with black window mask			
B	Exterior graphics - customer logos, bus numbers and standard decals to match existing fleet			
C	Interior decals - English & Spanish			
D	Paint axle hubs - black			
E	Undercoating package			
<b>59</b>	<b>MULTIPLEXING CONTROLS</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Dinex I.O. controls, mounted at rear bulkhead			
B	G3 System, with single point interface			
C	Radio frequency wireless communication			
D	Low air pressure warning buzzer - with engine running			
<b>60</b>	<b>SUN SHADES</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Dual (scissor style) - location - streetside windshield and driver's side window			
B	Driver's side shade with horizontal split for low mounted streetside exterior mirror			
<b>61</b>	<b>FIRE ALARM AND DETECTION SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Engine and HVAC compartment linear fire wire			

<b>62</b>	<b>FIRE SUPPRESSION SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Amerex V-25 Automatic			
B	V-25 switch on aft driver's side console and circuit monitor on sawtooth #12			
C	15 second automatic engine shutdown - required			
D	Four (4) nozzles in engine compartment			
<b>63</b>	<b>SAFETY NET GAS DETECTION</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Amerex safety net			
B	Audible and visible alarm			
C	Engine shutdown			
D	Methane detectors - quantity four (4) (1) in engine compartment mounted above low pressure fuel filter (1) streetside roof mounted fuel storage tank compartment (1) curbside roof mounted fuel storage tank compartment (1) roof mounted near fuel manifold/fill panel conduit vent line			
E	Interior methane detectors - not required			
<b>64</b>	<b>BIKE RACK</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Sportworks DL2, gray powder coated three (3) bike model			
B	Front bumper mounted with slide-in standoff brackets			
C	Deploy indicator lamp			
D	With dash mounted indicator			
<b>65</b>	<b>VIDEO SURVEILANCE SYSTEM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Complete camera system and mounting			
B	Manufacturer / model - Seon / DX12			
C	Audio recording at driver's area only ( Camera #2A)			
D	Eight (8) Color cameras			
E	Camera locations to be determined at PPMTG, but, at least one (1) must provide rear-backup visualization for driver			
<b>66</b>	<b>EXTERIOR TRIM</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Front license plate mounting			
B	Frame and hardware mounted centered between headlamps			
<b>67</b>	<b>LOCKS AND LATCHES</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Destination sign door - 5/16" SQ KEY			
B	Sawtooth compartment - 5/16" SQ KEY			

<b>67</b>	<b>LOCKS AND LATCHES - CONTINUED</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
C	Front door header - 5/16" SQ KEY			
D	HVAC return air grill - COMPR LATCH - BARREL KEY			
E	Bulkhead elect door - COMPR LATCH - BARREL KEY			
F	Forward air tank compt door - 5/16" SQ KEY			
G	Aft air tank compt door - COMPR LATCH - BARREL KEY			
H	Elect equipment box – Key Lock BH010 - quantity two (2) 5/16" SQ KEY			
<b>68</b>	<b>SAFETY EQUIPMENT</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	5 pound fire extinguisher - mounted behind driver's seat rated ABC and approved by the Department of Transportation			
B	Safety triangle kit - Mounted behind driver's seat			
C	Medical aid kit (10-person minimum) unit and blood born pathogen kit approved for use by the Department of Transportation, mounted behind driver seat			
<b>69</b>	<b>WARRANTY</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Basic Bus 1 year 50,000 miles			
B	Engine – Cummins 3 years 300,000 miles			
C	Transmission ZF 5 years 300,000 miles			
D	Drive Axle Meritor 2 years 100,000 miles			
E	Wheelchair Ramps Lift-U 3 years Unlimited miles			
F	A/C System Thermo King 3 years Unlimited miles			
G	Brakes (less friction materials) Bendix/Meritor 2 years 50,000 miles			
H	Body Structure 3 years 150,000 miles			
I	Structural Integrity 7 years 350,000 miles			
<b>70</b>	<b>TOOLS/EQUIPMENT</b>	<b>YES</b>	<b>NO</b>	<b>EXPLANATION ATTACHED</b>
A	Module, Circuit Tester Model: G3-MK808 Quantity 1			
B	Module, Program Loader Model G3-MK-CHARGER Quantity 1			
C	Module, Program Model: G3-MK-PROGRAM Quantity 1			
D	Module, ID Writer Model: G3-MK-IDWT Quantity 1			

70	TOOLS/EQUIPMENT - CONTINUED	YES	NO	EXPLANATION ATTACHED
E	TK IntelligAire III Model: CAN DIAG IntelligAire III Quantity 1			
F	Laptop with all software needed to test, program and interface with all aspects of the bus - loaded (with backup disk of each program) Quantity 1			

**APPENDIX B  
EXCEPTIONS TO STATED SPECIFICATIONS**

Listed below (or attached to this form) are any and all exceptions taken to the specifications contained in the Request for Bid. In addition, any proposed equivalent to a specification is listed and fully described below.

For all exceptions or proposed equivalent items, Bidder shall provide a complete description of the exception and/or proposed equivalent. Failure to provide this information may be cause for rejection of a Bidder's bid.

Please indicate none if there are no exceptions.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**APPENDIX C  
BID SCHEDULE FORM**

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BIDDER NAME

Responding to Request For Bid, Specification Number 2014-BUS. Two (2) 2014 or Newer 29'– 32' CNG Low Floor Buses, dated September 18, 2014, the undersigned Bidder agrees to furnish and deliver two (2) 2014 or newer 29'– 32' CNG low floor buses in accordance with the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

Bidder further agrees, in addition to the terms and conditions specified herein, the following terms and conditions are a part of this bid and any resulting contract:

Freight on Board (FOB) Point. All shipments shall be made FOB destination freight prepaid, (City), (State). FOB destination freight prepaid indicates that the *seller* is responsible for shipment until it is tendered to the City, even if the City agrees to pay for shipping and handling. The City will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

All units are to be delivered: FOB City of Thousand Oaks, 1993 Rancho Conejo Blvd., Thousand Oaks, CA 91320. Bidder shall apply for California registration and license.

Award. Award will be based upon the Evaluation Criteria specified herein. Award will not be based upon price alone.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Taxes. Bidders should show (State) Sales Tax on their Bid. Please calculate tax at the rate of 7.50%. The City is exempt from Federal Excise Tax.

1. Are you an Authorized Distributor of this product? \_\_\_\_ (Y/N)
2. Name and address of the factory authorized service center nearest to the City of Moorpark.

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3. THE CITY REQUESTS THAT DELIVERY SHALL BE NO LONGER THAN THREE HUNDRED SIXTY FIVE (365) DAYS FROM ACCEPTANCE OF FORMAL PURCHASE ORDER.

As such, Bidder guarantees a delivery date of no later than:

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4. Indicate warranty period and items covered. If extended warranties are offered, please indicate the cost here so that they may be considered as a part of this submittal:

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5. How long has your company been in business providing this type of service? \_\_\_\_\_

6. Bid pricing is valid for \_\_\_\_\_ days (minimum of 120 days).

7. Name and phone number of person who will be point of contact throughout duration of Agreement:

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The City reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the Agreement. When increases or decreases are made, appropriate additions or deductions from the Agreement total price will be made at the stipulated unit price.

Bidder certifies that the **Priced Bid**, as indicated below, includes **ALL** cost associated with the submission of the Bidder's price bid submittal for items specified in this RFB.

REQUIREMENTS

1. Vehicle must be equipped with air pollution and exhaust emission control apparatus meeting current Federal and State of California requirements.
2. Vehicle and accessories shall conform to the Safety Orders of the Division of Industrial Safety and current requirements of OSHA.
3. Bidder shall submit bid in triplicate, which will include one (1) marked original, signed bid and two (2) marked copy of the signed bid.

Description of Work	Qty	Unit	Total
Two (2) 2014 or Newer Bus 29' – 32' Compressed Natural Gas (CNG) <b>(Unit Cost shall include: License, Doc Fee, &amp; all other costs)</b>	<u>2</u>	\$ _____	\$ _____
Tax (7.50% rate)			\$ _____
Shipping Costs			\$ _____
Total Net Bid Cost (Written in Figures)			\$ _____
(Total Cost of Bid Written in Words) _____			
_____			
_____			

Amount Written in Words. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN.** Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN.**

Please check calculations before submitting Bid; the City will not be responsible for Bidder's miscalculations.

Bidder must include a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Bidder or in which the Bidder has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Bidder. The City reserves the right to reject any bid based upon the Bidder's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

**Terms of Offer.** It is understood and agreed that this bid may not be withdrawn for a period of one hundred twenty days (120 days) from the Submittal deadline, and at no time in case of successful Bidder.

**Bidder's Acknowledgement of Terms and Conditions:** The Bidder's signature below verifies that the Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda associated with this solicitation.

**Bidder acknowledges receipt of Addenda Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.**

**Representations made under Penalty of Perjury.** The representations herein are made under penalty of perjury. Bidder hereby offers to sell the City the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by reference.

\_\_\_\_\_  
Bidder Name (Person, Firm Corp)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number



**APPENDIX E  
COMPANY DATA FORM**

	Please fill in the space below		
Official Company Name and Address.			Please Circle: Corporation? Yes or No
Federal ID Number.			
Complete address for mailed funds.			
Telephone Number and Fax Number.			
Name and title of authorized person to receive notices and who is legally bound to make decisions as a representative of Bidder's company.			
How long has Bidder been operating under the present business name?			
How long has Bidder been in this type of business (minimum of 10-years required).			
Provide name of individual who will be the point of contact for duration of project.			

**APPENDIX F  
PROFESSIONAL REFERENCES**

Provide a current list of Professional/Governmental Agency references that will be verified by the City as to level of expected performance and overall quality and service concerns. A minimum of four (4) references are requested.

Customer Name and Address	Contact Name	Phone Number, Fax Number, and E-mail Address	Type of Job Performed and Contract Price

**APPENDIX G  
NON-COLLUSION AFFIDAVIT FORM**

I, \_\_\_\_\_, hereby declare as follows:

I am \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bid has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the agreement of anyone interested in the proposed agreement; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder Signature \_\_\_\_\_

By Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Appendix H**  
**Federal Transit Administration (FTA) Requirements**

1. **Access Requirements for Persons with Disabilities (ADA):**

The Recipient agrees to comply with the requirements of 49 United States Code (USC) §5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) United States Department of Transportation (USDOT) regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 Code of Federal Regulations (CFR) Part 37;
- (2) USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/USDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (4) United States Department of Justice (USDOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (5) USDOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (6) United States General Services Administration (USGSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (7) United States Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (8) United States Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and
- (10) Any implementing requirements FTA may issue.

2. **Access to Records and Reports:**

The following access to records requirements apply to this Agreement:

- (1) The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Part 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC §5307, 5309 or 5311.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. **Breaches and Disputes Resolution:**

The following breaches and disputes resolution apply to this Agreement:

- (1) Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Ventura County Transportation Commission (VCTC). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

- (2) Unless otherwise directed by VCTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- (3) Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (4) Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.
- (5) The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

4. **Bus Testing:**

The Contractor agrees to comply with 49 USC §5323(c) and FTA's implementing regulation of 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 City at a point in the procurement process specified by the City which will be prior to the City's final acceptance of the first vehicle.
- (2) A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the City prior to City's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration of components), the manufacturer shall provide the name

and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

5. **Buy America Requirements:**

The Contractor agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include final assembly in the United States for fifteen (15) passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at USC §5323(j)(2)(c) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent (60.00%) domestic content.

Contractor must submit to the City the appropriate Buy America certification, Exhibits 3 and 4, with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

6. **Civil Rights Requirements:**

The following requirements apply to the underlying Agreement:

- (1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000(d), section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying Agreement:
  - (a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000(e), and Federal transit laws at 49 USC §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of United States Department of Labor (USDOL)

regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000(e)), and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and Federal transit law at 49 USC §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementation requirements FTA may issue.
  - (c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Contractor agrees that it will comply with the requirements of United States Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Subcontract – The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## 7. Clean Air:

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. **Clean Water:**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. **Disadvantaged Business Enterprise (DBE):**

This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with “DBE Approval Certification” throughout the period of Agreement performance.

10. **Contract Work Hours and Safety Standards Act:**

- (1) Overtime Requirements – No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; Liability for Unpaid Wages; Liquidated Damage – In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
- (3) Withholding for Unpaid Wages and Liquidated Damages – The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

- (4) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

11. **Energy Conservation Requirements:**

Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act 42 USC §6321 et seq.

12. **Federal Changes:**

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 grant agreements between the VCTC and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Failure by Contractor to so comply shall constitute a material breach of this Agreement. In the event any such changes significantly affect the cost or the schedule to perform the work, Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this Agreement.

13. **Suspension and Debarment:**

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

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

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

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

14. **Incorporation of FTA Terms:**

The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as it may be amended from time to time, are hereby incorporated in this Agreement 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. Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the City which would cause the City to be in violation of the FTA terms and conditions.

15. **Lobbying:**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Agreement, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

16. **No Government Obligation to Third Parties:**

- (1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation

or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Agreement.

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

17. **Pre-Award and Past-Delivery Audits:**

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

- (1) Buy America Requirements – The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the recommended Bidder certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that shall take place at the final assembly point and the cost of final assembly.
- (2) Solicitation specification requirements – The Contractor shall submit evidence that it shall be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS) - The Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

18. **Program Fraud and False or Fraudulent Statements and Related Acts:**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, 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 Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC §5307, the Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who shall be subject to the provisions.

19. **Termination:**

- (1) Termination for Convenience (General Provision) – The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. 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 Agreement is terminated, and the date upon which such termination becomes effective.

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

- (a) Stop work under the Agreement on the date and to the extent specified in the notice of termination.
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or

ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause.

- (e) Transfer title to the City and deliver in the manner, at the times and to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Agreement had been completed, would have been required to be furnished to the City.
  - (f) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the City may direct.
  - (g) Complete performance of such part of the work as shall not have been terminated by the notice of termination.
  - (h) Take such action as may be necessary, or as the City may direct, for the protection or preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.
  - (i) The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations, 48 CFR 49, except that wherever the word "Government" appears, it shall be deleted and the word "City" shall be substituted in lieu thereof.
- (2) Termination for Default – The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10)

business days, or such longer period as the City may authorize in writing, after receipt of notice from the City specifying such failure.

If the Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the City for any excess costs for such similar supplies or services, and shall continue the performance of this Agreement 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 Agreement arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

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

If, after notice of termination of this Agreement 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 City.

**Appendix I**  
**Standard Terms and Conditions Form**

1. **Acceptance of All Terms and Conditions:**

Submission of a bid in response to this Request for Bid (RFB) shall constitute acknowledgment and acceptance of all terms and conditions set forth in the bid documents.

2. **Financial Responsibility:**

Any cost incurred in responding to this RFB shall be the sole responsibility of the Bidder.

3. **Legal Responsibilities:**

The Bidder shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this bid. The Bidder shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act, Federal Transit Administration (FTA) Requirements as specified in Appendix H, and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Bidder to comply with this Section.

4. **Acceptance and Rejection of Bids:**

The City reserves the right to waive any informalities or irregularities in any bid submitted, to reject any or all bids, and to award agreements to one or more Bidder for one or more of the bid items.

5. **Conditions or Limitations:**

Any bid that sets forth conditions or limitations to the specifications, terms and/or conditions may be considered nonresponsive and may be rejected.

6. **Format/Content of Bid:**

Bids shall be submitted on the forms provided by the City. Bidder shall provide all information requested in the spaces provided. Further, if requested in the bid document, each bidder shall submit with its bid cuts, sketches, descriptive literature, and/or complete specifications describing the product offered. Reference to information previously submitted does not satisfy this requirement.

7. **Specification:**

All items offered are in strict compliance with the specifications, and the successful bidder shall be held responsible.

8. **Modifying or Withdrawing Bids:**

Bids may be withdrawn or modified, by written request. Written request must be received by the City Clerk prior to the bid submittal deadline specified in the RFB.

9. **Firm Offer:**

Once opened, all bids received shall be firm offers, and may not be withdrawn for a period of one hundred twenty (120) days following the official bid opening date. If supported by consideration, firm offers may be extended for an additional period of time.

10. **Demonstration/Samples:**

A demonstration or samples may be requested as part of the solicitation or after the opening of the bids. Bidder shall arrange a demonstration and/or supply requested samples at no cost to the City.

11. **Materials:**

Unless specifically provided to the contrary, all material and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

12. **Governmental Restrictions:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality or performance of any item offered, it shall be the responsibility of the Bidder to immediately notify the City, in writing, indicating the specific regulation which requires such alterations. The City reserves the right to accept any such alteration, including any price adjustments, to rebid, or to cancel the agreement if an award has been made.

13. **Award:**

Award will be made by City Council to the lowest responsive and responsible bidder. The City reserves the right to award bid in its entirety to a single bidder or by individual line item(s) to multiple bidders. Award shall be confirmed by

written Purchase Order, and subject to all of the standard terms and conditions contained therein.

14. **Delivery/Installation:**

Unless otherwise specified in the bid document, delivery shall be Freight on Board destination. Where applicable, delivery may include set-in-place and/or installation.

15. **Warranty:**

Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this agreement, against poor and inferior quality, for a period of not less than one (1) year from the date of the final acceptance by the City. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

16. **Submission of One Bid Only:**

No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitted a bid is not thereby disqualified from quoting prices to other bidders submitting bids.

17. **Ownership and Delivery of Equipment:**

Ownership of equipment shall be maintained by Bidder up to and until delivery of the equipment to the City and the City's acceptance of equipment is provided to Bidder. City shall not be liable for equipment prior to City's acceptance of equipment and Bidder shall be responsible for all damages to persons or property that occur in connection with equipment prior to City accepting equipment. Acceptance of equipment shall be based on City's right to inspect the equipment in order to ascertain compliance to the specifications contained herein. Acceptance and payment(s) for equipment shall be at the sole judgment of the City.

18. **Indemnification and Hold Harmless:**

Bidder shall indemnify, defend, and hold harmless the City and its officials, contractors, agents, volunteers, and employees from and against any and all liability and expenses including defense cost and legal fees and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising out of the provided services hereunder, or by any negligent act or omission of the Bidder and of the Bidder's

subcontractors, vendors, or suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

19. **Insurance:**

Bidder shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$5,000,000 per accident. If Bidder owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Bidder or Bidder's employees will use personal autos in any way on this project, Bidder shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

General conditions pertaining to provision of insurance coverage by Bidder. Bidder and the City agree to the following with respect to insurance provided by Bidder:

- a. Bidder agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Bidder also agrees to require all contractors and subcontractors to do likewise.
- b. No liability insurance coverage provided to comply with this document shall prohibit Bidder, or Bidder's employees, or agents, from waiving the right to subrogation prior to a loss. Bidder agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

**Bidder certifies that Bidder has read and agrees to comply with all of the City's terms and conditions.**

Bidder

Signature: \_\_\_\_\_  
(Signature of individual authorized to bind entity.)

Name,

Title: \_\_\_\_\_  
(Print name and title of individual authorized to bind entity.)

Company

Name: \_\_\_\_\_

**EXHIBIT 1  
LOBBYING CERTIFICATION**

As required by USDOT regulations, "New Restrictions on Lobbying," at 49 CFR Part 20.110, I certify to the best of my knowledge and belief that for each application for Federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of \_\_\_\_\_, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 USC Section 1352. I also understand that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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Signature of Bidder's Authorized Official

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Date

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Typed Name and Title of Bidder's Authorized Official



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 USC Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**Disclosure of Lobbying Activities  
Continuation Sheet**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

**EXHIBIT 2**  
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

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Signature of Contractor's Authorized Official

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Date

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Typed Name and Title of Contractor's Authorized Official

**EXHIBIT 3  
BUY AMERICA RULE CERTIFICATION**

The Bidder agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent (60%) domestic content.

Bidder must submit to the City the appropriate Buy America certification (below) will all offers on FTA-funded contracts, except those subject to a general waiver. Responses that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of buses, other rolling stock, and associated equipment

*Certificate of Compliance with 49 USC 5323(j)(2)(C)*

Bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

*Certificate of Compliance with 49 USC 5323(j)(2)(C)*

Bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT 4  
PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS**

Pre-Award and Post-Delivery Audit Requirements – The Bidder agrees to comply with 49 USC 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

a) Buy America Requirements: The Bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder 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.

b) Solicitation Specification Requirements: The Bidder shall submit evidence that it will be capable of meeting the solicitation specifications.

c) Federal Motor Vehicle Safety Standards (FMVSS): The Bidder 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.

Buy America Certificate of Compliance with FTA Requirements  
for Buses, Other Rolling Stock, or Associated Equipment

*Certificate of Compliance*

Bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance*

Bidder hereby certifies that it cannot comply requirements of 49 USC 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR Part 661.11.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT 5  
FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION**

I, \_\_\_\_\_, certify on behalf of:

\_\_\_\_\_

that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT 6**  
**CERTIFICATION OF MANUFACTURER'S COMPLIANCE WITH**  
**FEDERAL TRANSIT ADMINISTRATION (FTA) – DISADVANTAGED BUSINESS**  
**ENTERPRISES (DBE) REQUIREMENTS**

As a condition to being authorized to bid, I \_\_\_\_\_  
representing \_\_\_\_\_, do hereby certify that the  
manufacturer of the public transit vehicle which Contractor intends to provide to City if  
awarded this Agreement, has demonstrated proof of compliance with requirements set  
forth by FTA regarding the use of DBE in the manufacture of said vehicle as set forth in  
Federal Register Volume 64, Number 21, Section 26.49.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

*(If no entry appears above information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

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