



THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # *C-2

Urgent

Routine

AGENDA DATE November 25, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Purchase Six Paratransit Compressed Natural Gas Vehicles for the Stanislaus Regional Transit (StaRT) Bus Fleet

STAFF RECOMMENDATIONS:

1. Authorize the purchase of six Compressed Natural Gas (CNG) paratransit demand response light-duty transit buses not to exceed the amount of \$822,360 for Stanislaus County's StaRT bus fleet from Creative Bus Sales, Incorporated.
2. Authorize the Public Works Division Manager to purchase the CNG paratransit buses through the California Association for Coordinated Transportation (CalACT) Cooperative Agreement and work with the County Purchasing Division to issue a Purchase Order to procure the buses as per paragraph 2 of the attached Addendum #1.

(Continue Page 2)

FISCAL IMPACT:

The total bus procurement is estimated to be \$822,360 which includes purchase of the buses, inspection costs, and a 10% contingency allowance. The contingency allowance is within Federal and State guidelines. The buses will be funded with the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program grant funds and Local Transportation Funds, and is included in the Fiscal Year 2014-2015 Final Adopted Budget for Public Works Local Transit Division.

BOARD ACTION AS FOLLOWS:

No. 2014-580

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Purchase Six Paratransit Compressed Natural Gas Vehicles for the Stanislaus Regional Transit (StaRT) Bus Fleet

STAFF RECOMMENDATIONS (Continued):

3. Direct the Public Works Transit Division Manager to complete all forms associated with procuring the CNG paratransit buses with the Morongo Basin Transit Authority and the California Association for Coordinated Transportation (CalACT).

DISCUSSION:

The Stanislaus County Public Works Transit Division oversees operation of the County's transit system, Stanislaus Regional Transit (StaRT), and is responsible for researching and providing recommendations to the Board of Supervisors for approval to purchase buses for transit services.

As part of the merger of the County's transit system and the former Riverbank-Oakdale Transit Authority (ROTA), the County acquired four paratransit CNG buses to continue providing demand response service in the cities of Riverbank and Oakdale as outlined in the Memorandum of Understanding between the County and both cities. The four buses were purchased and placed in service by ROTA in 2006 and 2008 respectively. Since acquiring these buses in December 2012, the County has continued using them for demand response services in Riverbank and Oakdale.

As per the Federal Transit Administration (FTA) Policy, the useful service life for light-duty transit buses must meet a minimum threshold of 4 years or 100,000 miles, whichever comes first. Based on the monthly maintenance reports submitted by the County's transit operator, Storer Transit Systems, all four vehicles have over 100,000 miles and have reached their useful service lives.

Given the high mileage on the four CNG paratransit buses, it is recommended that they be replaced. In addition, staff is proposing the purchase of two additional CNG paratransit buses to comply with the provision of the Americans with Disabilities Act (ADA) complementary paratransit service.

It is recommended that the Board approve the request to procure the buses through the Morongo Basin Transit Authority (MBTA) and California Association for Coordinated Transportation (CalACT) Contract #11-03. Approving this request affords the Transit Division the opportunity to purchase the CNG paratransit buses from Creative Bus Sales, Inc., at a lower cost based on the bid approved by the State of California Department of Transportation (Caltrans). Under FTA guidelines, transit agencies are encouraged to take advantage of the economies of scale to "piggyback" on the "assignability" provisions of other transit agencies' procurement process to minimize cost and maximize their buying power.

The PTMISEA Program grant funds, in the amount of \$792,360, were awarded to Stanislaus County in Fiscal Years 2009-2010, 2011-2012, and 2014-2015 for the purpose of bus procurement.

Approval to Purchase Six Paratransit Compressed Natural Gas Vehicles for the Stanislaus Regional Transit (StaRT) Bus Fleet

In addition, the Transit Division is planning to use Local Transportation Funds (LTF) in the amount of \$30,000 for the purchases. The total cost of procuring these buses is estimated to be \$822,360 and will comprise of:

- Four Class C - StarCraft Bus at \$116,809 per bus at an estimated cost of \$467,236.
- One Class C - StarCraft Bus at \$132,704 per bus at an estimated cost of \$132,704.
- One Class C - El Dorado National Aerotech 240 at \$138,151 per bus at an estimated cost of \$138,151.

The total estimated cost includes the sales tax, administrative overhead, inspections costs, and a contingency of ten percent. The FTA standards require inspection of the buses at the manufacturing site prior to the project completion. The Public Works Transit Division will move forward with procuring the CNG paratransit buses once the Board of Supervisors approves this request.

The Public Works Transit Division continues to research other funding opportunities that include the Section 5311(f) grant program, Section 5310 grant program and the San Joaquin Valley Air Pollution Control District to minimize the impact on using LTF funding. If additional transit funding is awarded from any of the grant sources mentioned, staff will use these funds to backfill utilization of LTF funds for procuring the buses. This bus procurement will ensure that the Transit Division receives the buses and places them in service in a timely manner. The Transit Division is a registered member of CalACT, which is a requirement to participate in the CalACT/MBTA Purchasing Cooperative.

POLICY ISSUES:

Approval of this action supports the Board's priority of A Well Planned Infrastructure System and Efficient Delivery of Public Services by ensuring that the County's public transit system complies with Federal and State efficiency standards.

STAFFING IMPACT:

The Transit Division staff will continue to work with the General Services Agency, Purchasing Division to begin the procurement process, and will also work with the vendor to finalize specifications for purchasing the buses.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: 209-525-4130.

Approval to Purchase Six Paratransit Compressed Natural Gas Vehicles for the Stanislaus Regional Transit (StaRT) Bus Fleet

ATTACHMENTS:

1. Letter of Assignability to purchase paratransit buses
2. Cooperative Agreement Letter of Assignment
3. CalACT/MBTA Request for Proposal (RFP) No. 11-03
4. MBTA Contract No. 11.03 with Creative Bus Sales, Inc.
5. Addendum #1 - Contract NO. 7-12-23-15-05; Agreement for Accessible Transit/ Paratransit Vehicles, Creative Bus Sales, Inc.

EL/aa

H:\Eunice Lovi\BOS\FY 14-15\Bus Procurement Contract Approval_BOS 11.25.14



The California Association for Coordinated Transportation, "Assignor", hereby assigns Stanislaus County, "Assignee", the right to purchase Transit Vehicles ("Vehicles") from the Local Government Purchasing Schedule at a price and under the terms and conditions contained in Assignor's Contract # 11-03 with the Dealers listed on the Schedule. Only those vehicles and optional features may be purchased using the Schedule and the purchase may only be from a Seller listed on the Schedule. Specifically, the Assignment shall have the right to purchase:

**Five (5) Class C Starcraft Allstar Cutaway Buses
One (1) Class C EIDorado Aerotech 240 Cutaway Bus**

Such ability to purchase base plus options commenced, per terms of Contract, on August 27, 2014 and may be exercised at any time on or before March 22, 2015.

With respect to the Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase there under. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced assignment to purchase the vehicle under the Contract to Assignee.

Please be advised that assignment of said vehicle does not constitute a recommendation or endorsement of this product by the Cooperative. Stanislaus County, as the purchaser, is responsible for its choice of vehicle product and options selected. Stanislaus County is responsible for vehicle inspection, acceptance and enforcement of any contract provisions.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicles or any rights whatsoever assigned hereunder. Dated this 27th day of August, 2014.

A handwritten signature in cursive script that reads "Daniel Mundy". The signature is written in black ink and is positioned at the bottom left of the page.



August 27, 2014

Eunice Lovi, Transit Manager
Stanislaus County Department of Public Works -Transit Division
Stanislaus Regional Transit
1010 10th Street, Suite 4204
Modesto, CA 95354

Re: Cooperative Letter of Assignment

Dear MS Lovi:

The CALACT-MBTA Vehicle Purchasing Cooperative is pleased to assign Stanislaus County one (1) Class C, EIDorado National Aerotech 240 and five (5) Starcraft Allstar Class C cutaway buses from Creative Bus Sales using Contract #11-03.

Please be advised that assignment of said vehicles does not constitute a recommendation or endorsement of this product by the Cooperative. Stanislaus County, as the purchaser, is responsible for its choice of vehicle product and options selected and are responsible for vehicle inspection, acceptance and enforcement of any contract provisions.

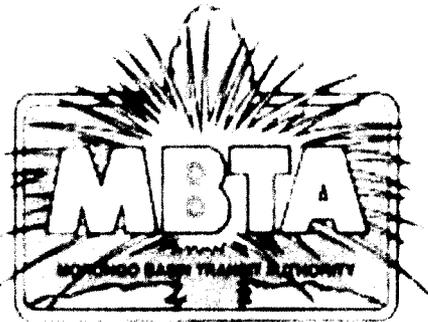
By accepting assignment, Stanislaus County agrees to hold harmless, indemnify and defend the Cooperative as per Section 3.0 (9.1) of contract #11-03 from any and all liabilities. Thank you for purchasing your vehicles through the Cooperative. If you have any questions, please contact me at 916-920-8018.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Mundy".

Dan Mundy
Project Manager

Request for Proposal



**CalACT/MBTA
For Development of a Local Government Purchasing Schedule
Accessible Transit/Paratransit Vehicles**

**RFP No. 11-03
September 30, 2011**

Contents

SECTION 1: NOTICE OF REQUEST FOR PROPOSALS	7
NR 1. Purpose of the Procurement and Period of Performance	7
NR 2. Description of the Work to be Done	7
NR 3. Proposal Due Date and Submittal Requirements	7
NR 4. Validity of Proposals.....	8
NR 5. Pre-Proposal Meeting Information.....	8
SECTION 2: INSTRUCTIONS TO PROPOSERS	9
IP 1. Estimated Quantities	9
IP 2. Proposed Schedule for the Procurement	9
IP 3. Obtaining Proposal Documents	9
IP 4. Proposal Security Requirements – None	9
IP 5. Pre-Proposal Meeting/Information for Proposers	9
IP 6. Questions, Clarifications and Omissions	10
IP 7. Addenda to RFP	10
IP 8. DBE Requirements for Transit Vehicle Manufacturers	11
IP 9. Conditions, Exceptions, Reservations or Understandings	11
IP 10. Protest Procedures.....	11
IP 10.1 Address	11
IP 10.2 Pre-Proposal Protests.....	12
IP 10.3 Protests on the Recommended Award.....	12
IP 10.4 FTA Review	12
IP 11. Preparation of Proposals	12
IP 11.1 Use of Proposal Forms	12
IP 11.2 Alternate and Multiple Proposals	13
IP 11.3 Proposal Format Requirements	13
IP 11.4 Agency Treatment of Proprietary/Confidential Information	15
IP 11.5 Signing of Proposal Forms	15
IP 11.6 Modification or Withdrawal of Proposals	15
IP 11.7 Cost of Proposal Development	16
IP 12. Proposal Evaluation, Negotiation and Selection	16
IP 12.1 Confidentiality of Proposals	16
IP 12.2 Duration of the Validity of Proposals.....	16
IP 12.3 Evaluation Committee	17
IP 12.4 Proposal Selection Process	17
IP 12.5 Evaluation Procedures	19
IP 12.6 Evaluations of Competitive Proposals.....	20
IP 13. Response to Proposals.....	22
IP 13.1 Single Proposal Response	22
IP 13.2 Availability of Funds.....	22
IP 13.3 Agency Contract Approval Process.....	22
IP 13.4 Agency Rights	22
IP 13.5 Execution of Contract.....	23
IP 14. Conflicts of Interests and Gratuities.....	23
IP 15. Agency-Specific Provisions	23
IP 15.1 Purpose of the Solicitation.....	23
IP 15.2 Roles of the Parties for this Solicitation	23

SECTION 3: GENERAL CONDITIONS	24
GC 1. Definitions.....	24
GC 2. Materials and Workmanship	26
GC 3. Conformance with Specifications and Drawings.....	26
GC 4. Inspection, Testing and Acceptance.....	26
GC 4.1 General	26
GC 4.2 Risk of Loss.....	27
GC 5. Title and Warranty of Title	27
GC 6. Intellectual Property Warranty.....	27
GC 7. Data Rights.....	27
GC 7.1 Proprietary Rights/Rights in Data	27
GC 7.2 Access to Onboard Operational Data	28
GC 8. Changes.....	28
GC 8.1 Contractor Changes	28
GC 8.2 Agency Changes.....	28
GC 9. Legal Clauses	29
GC 9.1 Indemnification	29
GC 9.2 Suspension of Work	29
GC 9.3 Excusable Delays/Force Majeure	30
GC 9.4 Termination	31
GC 9.5 Compliance with Laws and Regulations	33
GC 9.6 Changes of Law	33
GC 9.7 Governing Law and Choice of Forum.....	33
GC 9.8 Disputes	34
GC 9.9 Maintenance of Records; Access by Agency; Right to Audit Records	34
GC 9.10 Confidential Information	35
GC 9.11 Conflicts of Interest, Gratuities	36
GC 9.12 General Nondiscrimination Clause.....	36
GC 9.13 Amendment and Waiver.....	37
GC 9.14 Remedies not Exclusive	37
GC 9.15 Counterparts	37
GC 9.16 Severability.....	37
GC 9.17 Third-Party Beneficiaries	37
GC 9.18 Assignment of Contract.....	37
GC 9.19 Independent Parties	38
GC 9.20 Survival	38
GC 10. Agency-Specific Provisions - Reserved.....	38
SECTION 4: SPECIAL PROVISIONS	39
SP 1. Authorization to Use the Local Government Purchasing Schedule	39
SP 2. Assignability	39
SP 3. Period of Performance	39
SP 4. Procurement Fee	39
SP 5. Pricing.....	40
SP 5.1 Price Protection	40
SP 5.2 Price Validity for the Initial Contract Term	40
SP 5.3 Vehicle and Optional Feature Pricing for Option Periods.....	40
SP 5.4 Prohibitions.....	40
SP 5.5 Price Adjustments.....	41
SP 6. Ordering Procedures	41

SP 7. Inspection, Testing, Acceptance and Repairs	42
SP 7.1 First Article Inspection	42
SP 7.2 Pre-Delivery Tests	42
SP 7.3 Service Prior to Delivery	42
SP 7.4 Delivery Inspection, Post-Delivery Tests and Acceptance.....	43
SP 7.5 Documentation and Deliverables Per Bus Order.....	43
SP 7.6 Repairs after Non-Acceptance.....	44
SP 7.7 Orientation with Delivery	44
SP 8. Registration of Vehicles.....	44
SP 9. Payment.....	44
SP 9.1 Invoices.....	45
SP 9.2 Payment of Taxes	45
SP 10. Delivery Schedule.....	45
SP 11. Liquidated Damages for Late Delivery of the Bus	45
SP 12. Service and Parts.....	46
SP 12.1 Contractor Service and Parts Support.....	46
SP 12.2 Parts Availability Guarantee.....	46
SP 13. Federal Motor Vehicle Safety Standards (FMVSS).....	47
SP 14. Motor Vehicle Pollution Requirements	47
SP 15. Insurance	47
SP 16. Buy America Post-Delivery Audit.....	48
SP 17. Interchangeability.....	48
SP 18. New Technology.....	48
SECTION 5: FEDERAL REQUIREMENTS.....	49
FR 1. Access to Records.....	49
FR 1.1 Local Governments	49
FR 1.2 State Governments	49
FR 2. Federal Funding, Incorporation of FTA Terms and Federal Changes.....	49
FR 3. Federal Energy Conservation Requirements	50
FR 4. Civil Rights Requirements.....	50
FR 5. No Government Obligation to Third Parties	51
FR 6. Program Fraud and False or Fraudulent Statements or Related Acts	51
FR 7. Suspension and Debarment	52
FR 8. Disadvantaged Business Enterprise (DBE)	52
FR 9. Clean Water Requirements	53
FR 10. Clean Air Requirements	53
FR 11. Compliance with Federal Lobbying Policy	53
FR 12. Buy America.....	54
FR 13. Testing of New Bus Models	54
FR 14. Pre-Award and Post-Delivery Audits	55
FR 15. Cargo Preference	55
FR 16. Fly America	55
FR 17. Contract Work Hours and Safety Standards Act	56
FR 18. ADA Access	56
SECTION 6: TECHNICAL SPECIFICATIONS	58
TS 1. GENERAL.....	58
SECTION 7: WARRANTY REQUIREMENTS	59

WR 1. Basic Provisions	59
WR 1.1 Warranty Requirements	59
WR 1.2 Voiding of Warranty.....	60
WR 1.3 Exceptions and Additions to Warranty.....	60
WR 1.4 Fleet Defects	61
WR 2. Repair Procedures	62
WR 2.1 Repair Performance	62
WR 2.2 Repairs by the Contractor	62
WR 2.3 Repairs by the Agency.....	62
WR 2.4 Warranty after Replacement/Repairs.....	63
WR 2.5 Forms	64
WR 2.6 Return of Parts	64
WR 2.7 Timeframe	65
WR 2.8 Reimbursements	65
SECTION 8: QUALITY ASSURANCE.....	66
QA 1. Contractor’s In-Plant Quality Assurance Requirements.....	66
QA 1.1 Quality Assurance Organization	66
QA 1.2 Quality Assurance Organization Functions.....	66
QA 2. Inspection.....	68
QA 2.1 Inspection Stations	68
QA 2.2 Optional Resident Inspectors	69
QA 3. Acceptance Tests	70
QA 3.1 Responsibility.....	70
QA 3.2 Pre-Delivery Tests.....	70
QA 4. Agency-Specific Requirements	71
QA 4.1 Pre-Delivery Bus Documentation Package (BDP).....	71
SECTION 9: FORMS AND CERTIFICATIONS.....	73
CER 1. Proposer’s Checklist	73
CER 2. Request for Pre-Offer Change or Approved Equal	74
CER 3. Acknowledgement of Addenda.....	75
CER 4. Contractor Service and Parts Support Data.....	76
CER 5. Pricing Schedule	77
CER 6. Pre-Award Evaluation Data Form.....	78
CER 7. Federal Certifications and Other Certifications	79
CER 1.1 Buy America Certification	79
CER 1.2 Debarment and Suspension Certification for Prospective Contractor.....	80
CER 1.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction).....	81
CER 1.4 Non-Collusion Affidavit	82
CER 1.5 Lobbying Certification	83
CER 1.6 Certificate of Compliance with Bus Testing Requirement.....	84
CER 1.7 DBE Approval Certification.....	85
CER 1.8 Federal Motor Vehicle Safety Standards	86
CER 1.9 Proposal Form	87
CER 1.10 Notice of Award	88
CER 8. Vehicle Questionnaire.....	89
SECTION 10: CONTRACT.....	90
Attachment 1 - Local Government Purchasing Schedule.....	92

SECTION 11: APPENDIXES 93
Appendix A-1: Cutaway Specifications 93
Appendix A-2 - Minivan Specifications..... 94
Appendix A-3 - Large Cutaway Specifications..... 95
Appendix A-4 – Low Floor Cutaway Specifications 96
Appendix B: Visual Inspection and Road Test Forms 97
Appendix C, CalTrans Vehicle Inspection Report 101
Appendix D, References..... 104
Appendix E, Abbreviation and Acronyms 106

SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

NR 1. Purpose of the Procurement and Period of Performance

The purpose of this procurement is to establish a Local Government Purchasing Schedule for Accessible Transit/Paratransit Vehicles. The Morongo Basin Transit Authority (“MBTA” or “Agency”) a member of the California Association for Coordinated Transportation (“CalACT”) is the lead agency for the solicitation. Following contract award, CalACT shall provide all contract administration activities. However, the resulting Contract may only be modified or amended by written action of MBTA.

The initial period of performance shall be two years. The MBTA shall have the right to extend the period of performance for two (2) one-year options under the provisions of SP 3.

NR 2. Description of the Work to be Done

The Agency requests Proposals for the manufacture and delivery of accessible transit/paratransit vehicles under a Local Government Purchasing Schedule in accordance with the terms and conditions set forth in RFP No. 11-03. The Contract for each order placed using this Schedule shall be a firm-fixed price Contract.

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

NR 3. Proposal Due Date and Submittal Requirements

Proposals must be received by 11:30 a.m. on December 7, 2011

1. Sealed Proposals shall be **“hand delivered”** and submitted to following addresses:
Rutan & Tucker
General Counsel for Morongo Basin Transit Authority
611 Anton Boulevard, Suite 400
Costa Mesa, CA 92626
2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency’s Proposal number and the solicitation title: RFP No. 11-03, Development of a Local Government Purchasing Schedule for Accessible Transit/Paratransit Vehicles.
3. Proposers are requested to submit to the Agency one hard copy marked “Original,” two additional printed copies, and three CDs, each containing an electronic PDF copy of the Proposal. In case of any discrepancies, the hard copy shall be considered by the Agency in evaluating the Proposal, and the electronic version is provided for the Agency’s administrative convenience only. A Proposal is deemed to be late if it is received by the Agency after the deadline stated above. Proposals received after the submission deadline shall be rejected.

NR 4. Validity of Proposals

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

NR 5. Pre-Proposal Meeting Information

A Pre-Proposal Meeting shall be held on October 13, 2011. The meeting shall convene at 10:00 a.m. in the Valley Transportation CTSA's conference room, located at 229 W. Foothill Blvd, Suite 202, Upland CA 91786.

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

Pre-Contract Contracting Officer's Contact Information:

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

Identification of Source of Funding

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

Signed and Dated for Posting

Signature/Title

Date

SECTION 2: INSTRUCTIONS TO PROPOSERS

IP 1. Estimated Quantities

The Work under these Contract documents consists of the development of a Local Government Purchasing Schedule for the manufacture and delivery of accessible transit/paratransit vehicles which may be ordered by members of CalACT. Individual orders may include optional features, spare parts, training materials and manuals.

The minimum and maximum quantities established for each year of this contract are:

Minimum per year	5
Maximum per year	500

These figures represent the foreseeable needs of Agencies within the State of California. Neither MBTA nor CalACT guarantee any minimum purchase. Orders shall be placed on an as-needed basis. Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

IP 2. Proposed Schedule for the Procurement

The following is the solicitation schedule for proposers:

- Pre-Proposal Meeting: **October 13, 2011 at 10:00 a.m.**
- Proposer communications and requests: **October 31, 2011 at 4:00 p.m.**
- Responses to Proposer's communications and/or Agency addenda: **November 14, 2011 at 4:00 p.m.**
- Proposal Due Date: **December 7, 2011 at 11:30 a.m.**

IP 3. Obtaining Proposal Documents

Proposal documents may be obtained from Morongo Basin Transit Authority, in person at 62405 Verbena Road, Joshua Tree, CA 92252 or electronically at www.mbtabus.com or at www.calact.org. Documents requested by mail shall be packaged and sent postage paid. Documents requested by courier shall be packaged and sent only at the Proposers' expense.

IP 4. Proposal Security Requirements – None

IP 5. Pre-Proposal Meeting/Information for Proposers

A Pre-Proposal Meeting shall be held on Thursday, October 13, 2011. The meeting shall convene at 10:00 a.m. in the Valley Transportation CTSA's conference room, located at 229 W. Foothill Blvd, Suite 202, Upland CA 91786. Prospective Proposers are urged to make every effort to attend this meeting.

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

IP 6. Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers.

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

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

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

IP 7. Addenda to RFP

The Agency reserves the right to amend the RFP at any time in accordance with "Proposed Schedule for the Procurement." Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also shall be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the

RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

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

IP 8. DBE Requirements for Transit Vehicle Manufacturers

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

IP 9. Conditions, Exceptions, Reservations or Understandings

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

IP 10. Protest Procedures

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

IP 10.1 Address

All protests must be addressed as follows:

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

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

Copies of the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor may be obtained from Mr. Joe Meer, General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, CA 92252, 760-366-2986. Proposals shall be

opened and a Notice of Award shall be issued by the Agency in accordance with the Agency's protest procedures and the protest provisions of FTA Circular 4220.1F or its successor.

IP 10.2 Pre-Proposal Protests

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

IP 10.3 Protests on the Recommended Award

All proposers shall be notified of the recommended award. This notice shall be transmitted to each proposer at the address contained in its Proposal form in a manner that provides verification of receipt. Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground not specified in "Pre-Proposal Protests," above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in "Address," above, no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest shall be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

IP 10.4 FTA Review

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

IP 11. Preparation of Proposals

IP 11.1 Use of Proposal Forms

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

IP 11.2 Alternate and Multiple Proposals

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

IP 11.3 Proposal Format Requirements

Proposals shall be submitted in four separately sealed packages identified below. In this case, the contents of Package 1, Package 3 and Package 4 may be “combined” into a single package and can be placed in a single binder. Each package shall be marked as specified below and shall contain all of the Proposal documents for which the package is required to be marked and shall include no other documents. **Package 2, Price Proposal Requirements, must be submitted separately in a marked sealed package.** These same requirements shall apply to any Best and Final Offers (BAFOs) that may be requested.

Package 1: Technical Proposal Requirements

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

Package 2: Price Proposal Requirements

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

1. Letter of Transmittal
2. Pricing Schedule (including but not limited to such pricing elements as optional bus features). Note: Subject to the provisions of SP 4, Pricing, the selected Contractors shall agree to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Agreement from the time of contract award to the expiration of the initial contract term. Contractors are prohibited from offering any parts credits, rebates, etc. following Contract award.
3. Buy America Pre-Award compliance data (This information is to include a copy of the electronic Bill of Materials showing all of the components of the “base vehicle.” The Bill

of Materials is to show the component manufacturer name, the cost of each component and whether the item is foreign or meets Buy America requirements for being classified as “domestic”. Following the initial review, MBTA may require Buy America certifications from component suppliers to be provided. In addition, the same information is to be provided for all of the optional features. If the Proposer considers this information to be Proprietary/Confidential, the data is to be included in Package 4.)

The Proposer is required to complete and execute the Agency’s Pricing Schedule, contained as part of the Proposal documents, and provide same in the Price Proposal. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Proposal price.

Package 3: Qualification Package Requirements

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

Package 4: Proprietary/Confidential Information Package Requirements

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

The Proposer is advised that the Agency is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the Agency for the release of Proposer’s propriety/confidential information, subject request shall be referred to the Proposer for review and consideration. If Proposer chooses to declare the information proprietary/confidential and withhold it from

release, it shall defend and hold harmless the Agency from any legal action arising from such a declaration.

IP 11.4 Agency Treatment of Proprietary/Confidential Information

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

Upon a request for records from a third party regarding this Proposal, the Agency shall notify the Proposer in writing. The Proposer must respond within ten (10) business days with the identification of any and all “proprietary, trade secret, or confidential commercial or financial” information. Failure to respond within the allowed period shall be deemed an approval to release. The proposer shall indemnify the Agency’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

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

IP 11.5 Signing of Proposal Forms

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

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

IP 11.6 Modification or Withdrawal of Proposals

A modification of a Proposal already received shall be accepted by the Agency only if the modification is received prior to the Proposal Due Date, is specifically requested by the Agency,

or is made with a requested BAFO. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

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

IP 11.7 Cost of Proposal Development

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

IP 12. Proposal Evaluation, Negotiation and Selection

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

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

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

IP 12.1 Confidentiality of Proposals

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

IP 12.2 Duration of the Validity of Proposals

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

IP 12.3 Evaluation Committee

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

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

IP 12.4 Proposal Selection Process

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

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

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

Qualification Requirements

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

1. Sufficient financial strength, resources and capability to finance the Work to be performed and to complete the Contract in a satisfactory manner, as measured by the following:
 - Proposer’s financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency.
 - Proposer’s ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount.

2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:
 - Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Contract as required and to satisfy any engineering or service problems that may arise during the warranty period.
 - Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
 - A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site Work.

3. Evidence that proposer is qualified in accordance with the provisions of “Section 8: Quality Assurance.”

4. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps Proposer took to resolve any judgments, liens, Fleet Defects history or warranty claims. Evidence shall be by client references.

Proposal Evaluation Criteria

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

PASS-FAIL ELEMENTS

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

POINT ALLOCATION

Category	Scoring Method
<u>NON-COST FACTORS (60%)</u>	

Proposer Qualifications and Requirements:		
	Past Performance information gathered through a survey of CalACT members	15 Points
	Quality Assurance Procedures	10 Points
	Warranty Provisions and Warranty Administration Plan	15 Points
	Customer Service and Parts Support	15 Points
	Proposer and Manufacturer Qualifications and Experience	<u>5 Points</u>
	Total Non-Cost Factor Points	60 Points
<u>COST FACTORS (40%)</u>		
	Price Sheet- Base Models	25 Points
	Price Sheet- Option Features	<u>15 Points</u>
	Total Cost Factor Points	40 Points
Total Possible Points		100 Points

As noted, pricing will be scored at of the basis of 40 points. The proposer’s price score will be calculated in the following manner:

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

Under this formula, the proposer with the lowest proposed price for the base model vehicle will receive 25 points. The other proposals will receive a proportionate share of points based on how much higher their proposed price is in relationship to the low proposed price. This same formula will be used to score the pricing for the option features.

IP 12.5 Evaluation Procedures

Proposals shall be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the Competitive Range. The Agency reserves the right to request that a Proposer provide any missing information and make corrections. Proposers are advised that the detailed evaluation forms and procedures shall follow the same Proposal format and organization specified in “Preparation of Proposals.” Therefore, Proposers should pay close attention to and strictly follow all instructions. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Contract documents.

Any such conditions, exceptions, reservations or understandings that do not result in the rejection of the Proposal are subject to evaluation under the criteria set forth in “Proposal Selection Process.”

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

IP 12.6 Evaluations of Competitive Proposals

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

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

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

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

5. **Factory and site visits.** The Agency reserves the right to conduct factory visits of the Proposer's facilities and/or the facilities of major sub-suppliers included in the Proposal.
6. **Best and final offers.** After all interviews, if any, have been completed, the Proposers in the Competitive Range may be afforded the opportunity to amend their Proposals and make their BAFOs. If MBTA decides to request a BAFO, the Request for BAFOs shall include the following:
 - Notice that discussions and negotiations are concluded.
 - A complete listing of the conditions, exceptions, reservations or understandings that have been approved.
 - A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
 - Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs.
 - Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous Proposal shall be construed as their BAFO.

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

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

The Agency reserves the right to make an award to a Proposer(s) whose Proposal(s) it judges to be most advantageous to the Agency based upon the

evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

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

IP 13. Response to Proposals

IP 13.1 Single Proposal Response

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

IP 13.2 Availability of Funds

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

IP 13.3 Agency Contract Approval Process

Following completion of the evaluation process, the Agency shall prepare a written recommendation for contact award(s) to the recommended firm(s). This recommendation shall then be presented to the Agency General Manager for approval.

IP 13.4 Agency Rights

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Agency.

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

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

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

IP 13.5 Execution of Contract

The acceptance of a Proposal for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to those Proposers whose Proposal is accepted. Upon notice of award of the Contract to a Proposer, the Proposer shall commence performance under the Contract by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within thirty (30) calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time may be cause for termination of the Contract under "Termination for Default" in Section 3.

IP 14. Conflicts of Interests and Gratuities

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

IP 15. Agency-Specific Provisions

IP 15.1 Purpose of the Solicitation

The purpose of this solicitation is to establish a multi-vendor contract for the purchase of public transportation vehicles. The requirement has been divided into four types of vehicles that shall be competed separately and assembled into a Local Government Purchasing Schedule after award. The selected contractors shall accept purchase orders directly from the users. The intent is to reduce the cost and effort needed to order these vehicles in order to make the funds and equipment available to increase services available to transit organizations.

IP 15.2 Roles of the Parties for this Solicitation

The Morongo Basin Transit Authority ("MBTA"), a member of the California Association for Coordinated Transportation ("CalACT"), is the lead agency role in the formation of the CalACT/MBTA Local Government Purchasing Schedule for Accessible Transit/Paratransit Vehicles. For the purposes of this Local Government Purchasing Schedule, the arrangement entered into by the MBTA and CalACT shall hereinafter be referred to as the "Cooperative."

The specific roles and obligations of the MBTA and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by the parties. As a general matter, MBTA staff, consultants, and counsel shall be responsible for the development of RFP solicitation documents, the technical product specifications and the awarding of vehicle contracts on behalf of the Cooperative. After the vehicle contract is awarded, CalACT shall be responsible for providing participating agencies with the ordering instructions and forms required to insure compliant purchasing, solicitation documentation required for the agency's files, collecting fees, and the general administration of the vehicle contract.

SECTION 3: GENERAL CONDITIONS

GC 1. Definitions

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

Agency: Morongo Basin Transit Authority (MBTA). Any contract modification involving the base Local Government Purchasing Schedule shall be issued by MBTA. The term Agency shall also refer to any Agency which places an order under the Schedule.

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

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

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

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

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

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

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

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

Cooperative: Term used to describe the relationship between MBTA and CalACT for the establishment of the Local Government Purchasing Schedule.

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

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

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

Due Date: The date and time by which Proposals must be received by the Agency as specified in "Section 1: Notice of Request for Proposals."

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

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

Local Government Purchasing Schedule: An arrangement that a local government entity has established with multiple vendors in which those vendors agree to provide specific property or services in the future at established prices. In this case, the specific property includes accessible transit and paratransit vehicles.

Ordering Agency: Term for the agency that shall be purchasing vehicles from the Local Government Purchasing Schedule. In this case, this agency must be a CalACT member whose transit operations and physical location are geographically located within the State of California.

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

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

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

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

Solicitation: Agency's request for proposals.

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

Supplier: Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that are installed by the Contractor. Supplier items

shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

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

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

GC 2. Materials and Workmanship

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

GC 3. Conformance with Specifications and Drawings

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

GC 4. Inspection, Testing and Acceptance

GC 4.1 General

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

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the Agency tests defined in "Post-Delivery Tests." If the bus passes these tests or if the Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the Agency occurs on the 15th day after delivery. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Nonacceptance" have been carried out and the bus retested until it passes. Acceptance occurs earlier if the Agency notifies the Contractor of early acceptance or places the bus in revenue service. .

GC 4.2 Risk of Loss

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

GC 5. Title and Warranty of Title

Adequate documents for registering the bus in California shall be provided to the Contractor not less than 10 business days before delivery to the Agency. Upon acceptance of each bus, the Contractor registers the vehicle and warrants that the title shall pass to the Agency free and clear of all encumbrances.

GC 6. Intellectual Property Warranty

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

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

GC 7. Data Rights

GC 7.1 Proprietary Rights/Rights in Data

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

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

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

The Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

GC 7.2 Access to Onboard Operational Data

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

GC 8. Changes

GC 8.1 Contractor Changes

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

GC 8.2 Agency Changes

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

GC 9. Legal Clauses

GC 9.1 Indemnification

GC 9.1.1 The Contractor shall, to the extent permitted by law: (1) protect, indemnify and save the Agency and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

GC 9.1.2 The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

GC 9.2 Suspension of Work

GC 9.2.1. The Agency may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

GC 9.2.2. The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the

period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Agency.

GC 9.2.3. The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

GC 9.3 Excusable Delays/Force Majeure

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

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the Agency as described in GC 9.3.4 below.

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

GC 9.3.2. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

GC 9.3.3. The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Agency shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

GC 9.3.4. No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Agency shall make its determination within thirty (30) calendar days after receipt of the application.

GC 9.4 Termination

GC 9.4.1. Termination for Convenience

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

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

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

extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.

- Transfer title to the Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.
- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

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

GC 9.4.2. Termination for Default

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

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs

for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

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

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

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

GC 9.5 Compliance with Laws and Regulations

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

GC 9.6 Changes of Law

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

GC 9.7 Governing Law and Choice of Forum

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

GC 9.8 Disputes

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

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

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

GC 9.9 Maintenance of Records; Access by Agency; Right to Audit Records

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

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

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

GC 9.10 Confidential Information

Access to government records is governed by the statutes of the State of California. Except as otherwise required by the statutes of the State of California, the Agency shall exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure

confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

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

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

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

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

GC 9.11 Conflicts of Interest, Gratuities

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

GC 9.12 General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it shall not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

GC 9.13 Amendment and Waiver

GC 9.13.1. Amendment

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

GC 9.13.2. Waiver

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

GC 9.14 Remedies not Exclusive

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

GC 9.15 Counterparts

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

GC 9.16 Severability

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

GC 9.17 Third-Party Beneficiaries

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

GC 9.18 Assignment of Contract

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

GC 9.19 Independent Parties

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

GC 9.20 Survival

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

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

GC 10. Agency-Specific Provisions - Reserved

SECTION 4: SPECIAL PROVISIONS

SP 1. Authorization to Use the Local Government Purchasing Schedule

The use of the Local Government Purchasing Schedule shall be restricted to members in good standing of CalACT whose transit operations and physical location are geographically located within the State of California. These members are to be publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services.

SP 2. Assignability

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

SP 3. Period of Performance

The initial period of performance shall be two (2) years. MBTA shall have the right to extend the period of performance for two (2) one-year options. Subject to the Agency's right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under the initial Contract. The Agency may exercise the Options by written notice to the Contractor ("Notice of Exercise of Option") at least ninety (90) days prior to the expiration of the initial period of performance.

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

SP 4. Procurement Fee

A procurement fee of 1.5% of total pre-tax price per vehicle, up to \$15,000 per transaction shall be paid by the Contractor(s) to the Cooperative each month based on activity on this contract. This fee shall be shown as a separate line item on the invoice to the Agency ordering the vehicles. It shall be payable to the Cooperative within thirty (30) days of delivery to agencies. Contractors shall also supply monthly activity reports showing all orders and payments to the Cooperative. This activity may be audited. The Cooperative may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate of 10% of the procurement fee that is due. Order batching with the intent to evade payment collection or payment of the procurement fee is prohibited.

Under the provisions of SP 2, Assignability, the MBTA may choose to assign vehicles directly to agencies. These agencies may or may not be located within the political subdivisions comprising the MBTA's joint powers authority. For agencies located within the political subdivisions comprising the MBTA's joint powers authority, MBTA reserves the right to waive the procurement fees.

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

SP 5. Pricing

SP 5.1 Price Protection

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

SP 5.2 Price Validity for the Initial Contract Term

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

SP 5.3 Vehicle and Optional Feature Pricing for Option Periods

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

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

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

SP 5.4 Prohibitions

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

SP 5.5 Price Adjustments

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

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase.

SP 6. Ordering Procedures

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

1. The Agency shall develop a requirements list showing all optional features, if any, that are required. In addition, the Agency shall identify any other evaluation factors that shall be considered in determining which vehicle is to be ordered. (Factors that may also be considered include past performance, special features of the specific vehicle required for effective program performance, warranty considerations, if any, maintenance or inventory considerations, if any and proposed delivery schedule.)
2. The Agency shall issue a request for delivery schedule to Contractors for at least three of vehicles listed on the Schedule. (If there are fewer than three vehicles listed on the Schedule, the Agency shall obtain this information for the maximum number of vehicles available.) The RFQ shall list any other additional information that is required. It shall also note how information shall be evaluated and the deadline for submittal.
3. Following receipt of the information, the Agency shall evaluate the submittals according to the evaluation criteria and select the quote that represents the best value to the Agency when all factors are evaluated.
4. The recommended firm shall receive a written Order Confirmation form. This form shall indicate:
 - a. Itemized list of all vehicles, parts, etc. being ordered and prices
 - b. Designated delivery point
 - c. Delivery due date.
5. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued by CalTrans.

SP 7. Inspection, Testing, Acceptance and Repairs

SP 7.1 First Article Inspection

At the sole election of MBTA and CalACT, the Agency may conduct an on-site inspection of the first vehicle being manufactured to validate compliance with the specification and to validate the Post-Delivery Buy America and any other audit requirements. This First Article bus shall serve as a standard for the units that follow as ordered. This shall not relieve the Contractor and manufacturer from an obligation to manufacture all units in compliance with all specifications.

As least thirty (30) days prior to completion of the First Article bus, the Contractor is to notify the Cooperative in writing. The First Article bus is to be available for inspection either at the point of delivery or at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from the Cooperative. If the inspection is held at the manufacturing facility, the Contractor shall pay travel expenses and \$50 per day per diem for one (1) Cooperative representative. Additionally, the Contractor may be required to pay an hourly rate up to a total of \$1500 per vehicle for one (1) independent inspection consultant per vehicle directly. This cost shall be invoiced directly to the Contractor by the inspection consultant.

SP 7.2 Pre-Delivery Tests

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

SP 7.3 Service Prior to Delivery

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

- A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
- B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
- C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Contractor's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to Ordering Agency.
- D. Full tank of fuel at the Contractor's location.
- E. Documentation of the alignment of headlights shall be provided to the Ordering Agency at delivery.
- F. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.

- G. Copy of the Contractor's pre-delivery inspection and all subsequent inspections by Contractor's inspectors shall be provided to the Ordering Agency upon delivery.
- H. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.

SP 7.4 Delivery Coordination and Pricing of Delivery

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

SP 7.5 Delivery Inspection, Post-Delivery Tests and Acceptance

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

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each bus after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Repairs after Non-Acceptance."

SP 7.6 Documentation and Deliverables Per Bus Order

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

- Warranty papers – forms, policy, procedures
- Post Delivery Buy America documentation

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

SP 7.7 Repairs after Non-Acceptance

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

SP 7.8 Orientation with Delivery

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

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

SP 8. Registration of Vehicles

The Contractor shall register all vehicles. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each vehicle. Any additional requirements involving vehicle registration such as listing of lien holders shall be provided by the ordering Agency and included in the Order Confirmation form. The Contractor warrants that the title shall pass to the Agency free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character following the Agency's Acceptance of each bus.

SP 9. Payment

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

The Agency shall make payments for buses at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

The Agency shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The Agency shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice and the following:

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

SP 9.1 Invoices

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

SP 9.2 Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date. The Contractor shall maintain auditable records, subject to the Agency reviews, confirming that tax payments are current at all times. Each invoice for vehicles shall specifically indicate the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

SP 10. Delivery Schedule

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

SP 11. Liquidated Damages for Late Delivery of the Bus

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

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

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

SP 12. Service and Parts

SP 12.1 Contractor Service and Parts Support

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

SP 12.2 Parts Availability Guarantee

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least five (5) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

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

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

SP 13. Federal Motor Vehicle Safety Standards (FMVSS)

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

SP 14. Motor Vehicle Pollution Requirements

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

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

SP 15. Insurance

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

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier's employees while on Agency property.
- Commercial General Liability Insurance:
 - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$1,000,000 combined single limits per occurrence, \$5,000,000 aggregate, where applicable.
 - Product liability: \$1,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).
- Automobile Liability Insurance: Bodily Injury and Property Damage, \$1,000,000 combined single limits per occurrence.

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

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

Contractor shall deliver to the Agency, within thirty (30) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the Agency's Contract Administrator.

SP 16. Buy America Post-Delivery Audit

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

SP 17. Interchangeability

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

For buses being produced during the second base year of the Contract, MBTA shall consider changes such as product improvements on a case-by-case basis. MBTA's basic expectation for any such change is that the new product shall perform at least as well if not better than the original. To that end, the Contractor may be required to obtain and provide an extended warranty at no cost for any proposed change in components.

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

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

SP 18. New Technology

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

SECTION 5: FEDERAL REQUIREMENTS

FR 1. Access to Records

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The following access to records requirements apply to this Contract:

FR 1.1 Local Governments

In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

FR 1.2 State Governments

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

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

FR 2. Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail

Request for Proposal

September 30, 2011

RFP No. 11-03

to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

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

FR 3. Federal Energy Conservation Requirements

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

FR 4. Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

FR 5. No Government Obligation to Third Parties

1. The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

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

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be

applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

FR 7. Suspension and Debarment

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

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

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

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

FR 8. Disadvantaged Business Enterprise (DBE)

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

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

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Agency deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

FR 9. Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FR 10. Clean Air Requirements

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

FR 11. Compliance with Federal Lobbying Policy

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

FR 12. Buy America

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

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

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

FR 13. Testing of New Bus Models

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

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

FR 14. Pre-Award and Post-Delivery Audits

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

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

FR 15. Cargo Preference

The Contractor agrees to the following:

- To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
- To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

FR 16. Fly America

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their

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

FR 17. Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such Work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
3. **Withholding for unpaid wages and liquidated damages:** The Morongo Basin Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

FR 18. ADA Access

The Contractor and any of its Subsuppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§

12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

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

SECTION 6: TECHNICAL SPECIFICATIONS

TS 1. GENERAL

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

Appendix A-1 Cutaway Specifications

Appendix A-2 Minivan Specifications

Appendix A-3 Large Cutaway Specifications

Appendix A-4 Low Floor Cutaway Specifications

SECTION 7: WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 1.1 Warranty Requirements

WR 1.1.1 Contractor Warranty

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

WR 1.1.2 Complete Bus

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

WR 1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for X years or XXX miles, whichever comes first. [Information from the selected firm(s) will be inserted at time of Contract award.]

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

WR 1.1.4 Propulsion System

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

WR 1.1.5 Emission Control System (ECS)

The Contractor warrants the emission control system for five years or 100,000 miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- after-treatment device
- components identified as emission control devices

WR 1.1.6 Warranty Summary including Subsystems

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

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

WR 1.1.7 Extension of Warranty

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

WR 1.2 Voiding of Warranty

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

WR 1.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the Agency

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

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

WR 1.3.1 Pass-Through Warranty

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

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

WR 1.3.2 Superior Warranty

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

WR 1.4 Fleet Defects

WR 1.4.1 Occurrence and Remedy

A Fleet Defect is defined as cumulative failures of three (3) of the same components in the same or similar application where the fleet size is fewer than twelve (12) buses where such items are covered by warranty. Where the fleet size is twelve (12) or more buses, a Fleet Defect is defined as twenty-five (25) percent of the same components in the same or similar application where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected.

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

The Contractor shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After correcting the Defect, the Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or

correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

WR 1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to Agency-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, Fleet Defects shall not apply to interior and exterior finishes, hoses, fittings and fabric.

WR 2. Repair Procedures

WR 2.1 Repair Performance

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

WR 2.2 Repairs by the Contractor

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

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

WR 2.3 Repairs by the Agency

WR 2.3.1 Parts Used

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

WR 2.3.2 Contractor-Supplied Parts

The Agency may require that the Contractor supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Agency from any source

selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

WR 2.3.3 Defective Component Return

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

WR 2.3.4 Failure Analysis

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

WR 2.3.5 Reimbursement for Labor and Other Related Costs

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

WR 2.3.6 Reimbursement for Parts

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

WR 2.3.7 Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The Agency may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 2.4 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Agency with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-

provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with “Repairs by the Contractor.”

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

WR 2.4.1 Warranty Processing Procedures

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

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

WR 2.5 Forms

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

WR 2.6 Return of Parts

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

- bus number and VIN
- claim number
- part number

WR 2.7 Timeframe

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

WR 2.8 Reimbursements

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

SECTION 8: QUALITY ASSURANCE

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

QA 1.1 Quality Assurance Organization

QA 1.1.1 Organization Establishment

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

QA 1.1.2 Control

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

QA 1.1.3 Authority and Responsibility

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

QA 1.2 Quality Assurance Organization Functions

QA 1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

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

QA 1.2.2 Basic Standards and Facilities

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

- **Configuration control:** The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall

verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

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

QA 1.2.3 Maintenance of Control

The Contractor shall maintain quality control of purchases:

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

QA 1.2.4 Manufacturing Control

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

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

QA 1.2.5 Inspection System

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

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

QA 2. Inspection

QA 2.1 Inspection Stations

Inspection stations shall be at the best locations to provide for the Work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint

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

QA 2.2 Optional Resident Inspectors

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

QA 2.2.1 Resident Inspector's Role

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

QA 2.2.2 Pre-Production Meetings

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

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

QA 2.2.3 Authority

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

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

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component,

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

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

QA 2.2.4 Support Provisions

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

QA 2.2.5 Compliance with Safety Requirements

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

QA 3. Acceptance Tests

QA 3.1 Responsibility

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

QA 3.2 Pre-Delivery Tests

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

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Section 6: Technical Specifications. The Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that

prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

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

QA 3.2.1 Visual and Measured Inspections

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

QA 3.2.2 Total Bus Operation

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

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

QA 4. Agency-Specific Requirements

QA 4.1 Pre-Delivery Bus Documentation Package (BDP)

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

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

- BDP Check-off Sheet listing the following:

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

SECTION 9: FORMS AND CERTIFICATIONS

CER 1. Proposer's Checklist

RFP No. 11-03, For Development of a Local Government Purchasing Schedule	
Accessible Transit/Paratransit Vehicles	
Package 1: Technical Proposal (Note: Package 1, 3 and 4 may be combined into one submittal.)	
<input type="checkbox"/>	1. Letter of Transmittal
<input type="checkbox"/>	2. Acknowledgement of Addenda
<input type="checkbox"/>	3. Contractor Service and Support Data
<input type="checkbox"/>	4. Vehicle Questionnaire
<input type="checkbox"/>	5. Manufacturing facility plant layout including description of work by station
<input type="checkbox"/>	6. Warranty Provisions and Warranty Administration Plan
<input type="checkbox"/>	7. Quality Assurance Program
Package 2: Price Proposal (Package 2 must be a separate sealed submittal.)	
<input type="checkbox"/>	1. Letter of Transmittal
<input type="checkbox"/>	2. Pricing Schedule (including option bus features)
Package 3: Qualifications Package	
<input type="checkbox"/>	1. Pre-Award Evaluation Data Form
<input type="checkbox"/>	2. Authorized Factory Dealer Confirmation
<input type="checkbox"/>	3. A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by the Agency
<input type="checkbox"/>	4. Letter for insurance
<input type="checkbox"/>	5. Proposal Form
<input type="checkbox"/>	6. Required Certifications
Package 4: Proprietary/Confidential Information Package¹	
<input type="checkbox"/>	1. Proprietary/Confidential Information
<small>1. There may be items in the first three packages that are included in Package 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in Packages 1 through 3.</small>	

CER 2. Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in "Questions, Clarifications and Omissions."

Morongo Basin Transit Authority
RFP No. 11-03, Development of a Local Government Purchasing Schedule
Accessible Transit/Paratransit Vehicles

Request #: Proposer: RFP Section: Page:
Questions/clarification or approved equal:
Agency action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> See addendum <input type="checkbox"/> See response below
Agency response:

CER 3. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:	
Addendum No.:	– Dated:
Proposer: Name: Title: Phone: Street address: City, state, ZIP:	
_____	_____
Authorized signature	Date

CER 4. Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to Agency:

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

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

Regular method of shipment:

Cost to Agency:

Purchasing Schedule Effective March 23, 2014

CR 5. Pricing Schedule

- Class A (Ford E350)**
8 min psgr, 138" wb
- Class A-GM (GM 3500)**
8 min psgr, 139" wb
- Class B (Ford E450)**
12 min psgr, 158" wb
- Class B-GM (GM 4500)**
12 min psgr, 159" wb
- Class B-CNG**
12 min psgr, 158" wb
- Class B-Hybrid**
12 min psgr, 158" wb
- Class C (Ford E450)**
16 psgr (rear lift), 176-190" wb
- Class C -CNG**
16 psgr (rear lift), 176-190" wb

AZ Bus Sales

Glaval
\$53,972
\$57,009
\$58,836
\$59,808
\$81,503
\$113,770
\$61,091
\$83,580

Creative Year 1

Eldorado	Goshen	StarCraft
\$51,918	\$50,122	\$46,636
\$53,887	\$52,057	
\$57,900	\$54,190	\$48,648
\$57,920	\$54,901	\$53,479
\$78,599	\$74,890	\$72,611
\$112,035	\$111,280	
\$59,618	\$56,281	\$52,082
\$80,318	\$76,981	\$75,331

Optional Features

- Freedman Foldaway Seat
- 34"-36" Freedman Flip Seat
- 17"-18" Freedman Flip Seat
- Freedman ICS Child Seat
- Roof Vents
- Additional Mobility Aid positions (w/tie downs)
- HELP Front bumper
- Credit for seat delete

\$994
\$663
\$459
\$811
\$382
\$637
\$943
-\$127

\$1,071	\$1,071	\$1,071
\$964	\$964	\$964
\$454	\$454	\$454
\$897	\$897	\$897
\$505	\$505	\$505
\$811	\$811	\$811
\$1,004	\$1,004	\$1,004
-\$87	-\$87	-\$87

Request for Proposal
September 30, 2011
RFP No. 11-03

Locking rear door w/alarm
 Removable diamond floor access plate
 Locking fuel door
 Armored Marker lights and side turn signal
 RECARO SHS Drivers Seat
 USSC G2 E Drivers Seat
 Freedman Sport Drivers Seat
 Telma Driveline Brake Retarder
 Raised Floor
 Mor-RYD Suspension'
 Engine Credit for Ford 5.4 Liter
 Upgraded A/ C System (75,000 BTU min)
 Amerex Fire Suppression
 Electric Roller Curtain Sign (Front and Side)
 REI Buswatch DVR System (4 Camera)
 Stop Request System (w/ sign)
 Diesel Option-Largest Available (GM only)
 Maxon Wheelchair Lift
 Pentex 200 Amp Alternator
 RoadSpeed Limiter
 Sportworks bike rack (black 2 bike)
 Automatic Stop/Start System
 Kidde Automatic Fire Supression w/Methane
 Cruise Control
 Apollo 250 GB DVR w/ GPS (4 camera)
 Thermo King S-20 (40k BTU) for Class A
 Thermo King S-30 (60k BTU) for Class B and C
 Dialight Exterior LED
 Dialight Interior LED
 Delivery charge per mile past 100
 Level 1 vinyl or fabric credit per seat
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat Base
 American Seating Horizon (per seat)

\$637
\$112
\$76
\$229
\$1,096
\$1,071
\$331
\$6,322
\$535
\$790
-\$459
\$1,632
\$4,589
\$1,784
\$2,808
\$739
\$11,472
\$637
\$943
\$739
\$1,886
\$739
\$4,614
\$4,691
\$2,651
\$2,830
\$637
\$505
\$2
-\$25
-\$10
\$433

\$790	\$790	\$790
\$102	\$102	\$102
\$153	\$153	\$153
\$0	\$0	\$0
\$1,213	\$1,213	\$1,213
\$1,010	\$1,010	\$1,010
\$7,648	\$7,648	\$7,648
\$663	\$663	\$663
\$1,010	\$1,010	\$1,010
-\$459	-\$459	-\$459
\$2,804	\$2,804	\$2,804
\$5,099	\$5,099	\$5,099
\$2,014	\$2,014	\$2,014
\$4,895	\$4,895	\$4,895
\$1,275	\$1,275	\$1,275
\$12,746	\$12,746	\$12,746
\$0	\$0	\$0
\$1,224	\$1,224	\$1,224
\$994	\$994	\$994
\$1,937	\$1,937	\$1,937
\$994	\$994	\$994
\$6,628	\$6,628	\$6,628
\$0	\$0	\$0
\$4,589	\$4,589	\$4,589
\$510	\$510	\$510
\$1,275	\$1,275	\$1,275
\$1,122	\$1,122	\$1,122
\$663	\$663	\$663
\$2	\$2	\$2
-\$25	-\$25	-\$25
-\$10	-\$10	-\$10
\$765	\$765	\$765

Request for Proposal
 September 30, 2011
 RFP No. 11-03

Velvac Power Mirror
 OEM Drivers Seat
 Rubber Floor Credit
 Cross Over Mirror
 OEM Exterior Mirrors Credit
 Jerflor/Tarabus floor
 Thermo King SLR roof mount AC
 Freedman Docket 90 cloth (per seat)
 BAF CNG OPTION ILO IMPCO
 CNG PKG 37.5 GGE, Altoona Tested

-\$92
\$76
-\$102
\$127
\$255
\$3,671
\$31
\$3,059
\$3,951

\$178	\$178	\$178
\$255	\$255	\$255
\$0	\$0	\$0
\$127	\$127	\$127
-\$255	-\$255	-\$255
\$153	\$153	\$153
\$969	\$969	\$969
\$31	\$31	\$31

	AZ Bus	Creative	Creative
	Braun	Braun	Eldorado
Base Price	40,536	39,413	40,905
Optional Features			
Power Sliding Door	1,575	1,864	1,864
Portable Ramp	195	-50	-50
Credit for seat removal (-)	-500	-550	-550
Seatbelt Monitoring System	N/A	Not Available	Not Available
Freedman Rear Seat	1,065	950	Included

Purchasing Schedule Effective March 23, 2014

AZ Bus Yr 1

Braun

41,335

1,606

199

-510

1,086

Creative Yr 1

Braun

40,189

1,901

-51

-561

Not Available

969

Creative Yr 1

Eldorado

41,711

1,901

-51

-561

Not Available

Included

Creative Bus Champion

Length/Capacity/Capacity+WC Class G

21'/15/13+1
23'/19/13+2
26'/23/17+2
28'/22/18+2

Creative Bus Champion

No Bid
No Bid
No Bid
No Bid
\$95,164.00
No Bid
No Bid
\$98,963.00
\$102,893.00

Length/Capacity/Capacity+WC Class F

26'/20/14+2
28'/23/17+2
26'/14+2
26'/16+2

Creative Bus Eldorado

\$105,571.00
No Bid
\$103,966.00

Creative Bus Goshen

21'/15/13+1
23'/19/13+2
26'/23/17+2
28'/22/18+2

26'/20/14+2
28'/23/17+2

Optional Features

Freedman Foldaway Seat
34"-36" Freedman Flip Seat
17"-18" Freedman Flip Seat
Child Seat
Roof Vents
Additional Mobility Aid positions (w/tie downs)
HELP Front bumper
Credit for seat delete
Locking rear door w/alarm
Removable diamond floor access plate
Locking fuel door
Armored Marker lights and side turn signal
RECARO SHS Drivers Seat
USSC G2E Drivers Seat
Telma Driveline Brake Retarder
Raised Floor
Mor-RYD Suspension'
Hybrid
CNG*
Amerex Fire Suppression
Electric Roller Curtain Sign (Front and Side)
Apollo 250 GB DVR w/ GPS (4 camera)
Twin Vision Front and Side LED
Passenger Stop Request System w/ stop request sign
Pentex 200 Amp Alternator
RoadSpeed Limiter
Transmission Driver compressor
Engine Driven Air Compressor for suspension
Sportworks bike rack (black 2 bike)
Automatic Stop/Start System
High Quality AM/FM CD Radio, 4-speaker inst.

\$1,050.00
\$945.00
\$445.00
\$880.00
\$495.00
\$795.00
\$985.00
-\$85.00
\$775.00
\$100.00
\$150.00
\$0.00
\$1,190.00
\$990.00
\$8,450.00
Not Available
Not Available
Not Available
\$23,300.00
\$5,000.00
\$1,975.00
\$4,500.00
\$4,980.00
\$1,250.00
Not Available
\$975.00
Priced When Available
\$0.00
\$1,900.00
\$975.00
Std. Per Spec

\$1,050.00	\$1,050.00
\$945.00	\$945.00
\$445.00	\$445.00
\$880.00	\$880.00
\$495.00	\$495.00
\$795.00	\$795.00
\$985.00	\$985.00
-\$85.00	-\$85.00
\$775.00	\$775.00
\$100.00	\$100.00
\$150.00	\$150.00
\$0.00	\$0.00
\$1,190.00	\$1,190.00
\$990.00	\$990.00
\$8,450.00	\$8,450.00
Not Available	Not Available
Not Available	Not Available
Not Available	Not Available
\$23,300.00	\$23,300.00
\$5,000.00	\$5,000.00
\$1,975.00	\$1,975.00
\$4,500.00	\$4,500.00
\$4,980.00	\$4,980.00
\$1,250.00	\$1,250.00
Not Available	Not Available
\$975.00	\$975.00
Priced When Available	Priced When Available
\$0.00	\$0.00
\$1,900.00	\$1,900.00
\$975.00	\$975.00
Std. Per Spec	Std. Per Spec

Freedman Foldaway Seat
34"-36" Freedman Flip Seat
17"-18" Freedman Flip Seat
Child Seat
Roof Vents
Additional Mobility Aid positions (w/tie downs)
HELP Front bumper
Credit for seat delete (Per Passenger)
Locking rear door w/alarm
Removable diamond floor access plate
Locking fuel door
Armored Marker lights and side turn signal
RECARO SHS Drivers Seat
USSC G2E Drivers Seat
Telma Driveline Brake Retarder
Raised Floor
Mor-RYD Suspension
Hybrid
CNG 34GGE*
CNG 50 GGE*
CNG 58 GGE*
Amerex Fire Suppression
Electric Roller Curtain Sign (Front and Side)
Apollo 250 GB DVR w/ GPS (4 camera)
Twin Vision Front and Side LED
Passenger Stop Request System w/ stop request
Pentex 200 Amp Alternator / KEI SC-240 Amp
RoadSpeed Limiter
Transmission Driver compressor
Engine Driven Air Compressor for suspension
Sportworks bike rack (black 2 bike)

Request for Proposal
September 30, 2011
RFP No. 11-03

Kidde Automatic Fire Supression w/Methane
 Cruise Control
 Dialight Exterior LED
 Dialight Interior LED
 Delivery charge per mile past 100
 Level 1 vinyl or fabric credit per seat
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 OEM Exterior Mirrors Credit
 Thermo King SLR roof mount AC
 Freedman Docket 90 cloth (per seat)

\$6,500.00
\$0.00
\$1,100.00
\$650.00
\$2.00
-\$25.00
-\$10.00
\$750.00
-\$250.00
\$950.00
\$30.00

\$6,500.00	\$6,500.00
\$0.00	\$0.00
\$1,100.00	\$1,100.00
\$650.00	\$650.00
\$2.00	\$2.00
-\$25.00	-\$25.00
-\$10.00	-\$10.00
\$750.00	\$750.00
-\$250.00	-\$250.00
\$950.00	\$950.00
\$30.00	\$30.00

6 Only

Automatic Stop/Start System
 High Quality AM/FM CD Radio, 4-speaker inst.
 Kidde Automatic Fire Supression w/Methane (S)
 Cruise Control
 Dialight Exterior LED
 Dialight Interior LED
 Delivery charge per mile past 100
 Level 1 vinyl or fabric credit per seat
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 OEM Exterior Mirrors Credit
 Thermo King SLR roof mount AC
 Freedman Docket 90 cloth (per seat)

AZ Bus
ARBOC
\$109,643
\$115,796
\$118,252
\$119,344

No Bid
No Bid

\$980
\$775
\$446
\$806
\$350
\$990
N/A
-\$160
\$825
STD
\$125
\$125
\$975
\$925
\$8,250
N/A
N/A
\$48,125
\$28,950
\$32,875
\$35,675
\$2,800
N/A
\$4,600
\$4,925
\$875
\$925 / \$950
\$975
N/A
STD
\$1,850

Freedman Foldaway Seat
34"-36" Freedman Flip Seat
17"-18" Freedman Flip Seat
Child Seat
Roof Vents
Additional Mobility Aid positions (w/tie downs)
HELP Front bumper
Credit for seat delete
Locking rear door w/alarm
Removable diamond floor access plate
Locking fuel door
Armored Marker lights and side turn signal
RECARO SHS Drivers Seat
USSC G2E Drivers Seat
Telma Driveline Brake Retarder
Raised Floor
Mor-RYD Suspension'
Hybrid
CNG
Amerex Fire Suppression
Electric Roller Curtain Sign (Front and Side)
Apollo 250 GB DVR w/ GPS (4 camera)
Twin Vision Front and Side LED
Passenger Stop Request System w/ stop request sign
Pentex 200 Amp Alternator
RoadSpeed Limiter
Transmission Driver compressor
Engine Driven Air Compressor for suspension
Sportworks bike rack (black 2 bike)
Automatic Stop/Start System
High Quality AM/FM CD Radio, 4-speaker inst.

AZ Bus
Glaval Needs Altoona and
21'/15/13+1 No Bid
23'/19/13+2 \$107,903
26'/23/17+2 \$108,984
28'/22/18+2 \$109,901
26'/20/14+2 No Bid
28'/23/17+2 No Bid

\$ 975
\$ 650
\$ 450
\$ 795
\$ 375
\$ 625
\$ 925
\$ (125)
\$ 625
\$ 110
\$ 75
\$ 225
\$ 985
\$ 975
N/A
N/A
N/A
N/A
\$ 35,675
\$ 4,125
\$ 1,750
\$ 4,600
\$ 5,200
\$ 725
Standard
\$ 725
N/A
Standard
\$ 1,850
\$ 725
Standard

Creative Bus Champion
Length/Cap 21'/15/13+1
23'/19/13+2
26'/23/17+2
28'/22/18+2
26'/18/12+2
Length/Cap 26'/20/14+2
28'/23/17+2
26'/14+2
26'/16+2
Optional Features

Freedman Foldaway Seat
34"-36" Freedman Flip Seat
17"-18" Freedman Flip Seat
Child Seat
Roof Vents
Additional Mobility Aid positions (
HELP Front bumper
Credit for seat delete
Locking rear door w/alarm
Removable diamond floor access p
Locking fuel door
Armored Marker lights and side tu
RECARO SHS Drivers Seat
USSC G2E Drivers Seat
Telma Driveline Brake Retarder
Raised Floor
Mor-RYD Suspension'
Hybrid
CNG*
Amerex Fire Suppression
Electric Roller Curtain Sign (Front a
Apollo 250 GB DVR w/ GPS (4 cam
Twin Vision Front and Side LED
Passenger Stop Request System w
Pentex 200 Amp Alternator
RoadSpeed Limiter
Transmission Driver compressor
Engine Driven Air Compressor for
Sportworks bike rack (black 2 bike
Automatic Stop/Start System
High Quality AM/FM CD Radio, 4-speaker inst.

Creative Bus
Champion
No Bid
No Bid
No Bid
No Bid
\$97,039
No Bid
No Bid
100,913
104,920

1,071
964
454
897
505
811
1,004
-87
790
102
153
0
1,213
1,010
8,616
23,759
5,099
2,014
4,589
5,078
1,275
994
0
1,937
994

Creative Bus Year 1 Pricing
Eldorado
107,651

1,071
964
454
897
505
811
1,004
-87
790
102
153
0
1,213
1,010
8,616
23,759
5,099
2,014
4,589
5,078
1,275
Not Available
994
Priced When Available
0
1,937
994

\$950
INC
\$4,900
STD
\$825
\$800
\$1.50
-\$25
-\$15
\$425
N/A
\$2,900
\$25

Kidde Automatic Fire Supression w/Methane
Cruise Control
Dialight Exterior LED
Dialight Interior LED
Delivery charge per mile past 100
Level 1 vinyl or fabric credit per seat
Level 3 fabric or vinyl seat credit
ADNIK Power Seat base
OEM Exterior Mirrors Credit
Thermo King SLR roof mount AC
Freedman Docket 90 cloth (per seat)

\$ 4,525
Standard
\$ 625
\$ 495
\$ 1.50
\$ (25)
\$ (10)
\$ 425
N/A
N/A
\$ 30

Kidde Automatic Fire Supression w	6,628
Cruise Control	0
Dialight Exterior LED	1,122
Dialight Interior LED	663
Delivery charge per mile past 100	2
Level 1 vinyl or fabric credit per se	-25
Level 3 fabric or vinyl seat credit	-10
ADNIK Power Seat base	765
OEM Exterior Mirrors Credit	-255
Thermo King SLR roof mount AC	969
Freedman Docket 90 cloth (per se	31

6,628
0
1,122
663
2
-25
-10
765
-255
969
31

Request for Proposal
September 30, 2011
RFP No. 11-03

March 23, 2014

Creative Bus
Goshen

AZ Bus Year 1 Pricing

ARBOC

AZ Bus Year 1 Pricing

Glaval

21'/15/13+1	111,803
23'/19/13+2	118,077
26'/23/17+2	120,582
28'/22/18+2	121,695

21'/15/13+1	No Bid
23'/19/13+2	110,029
26'/23/17+2	111,131
28'/22/18+2	112,066

104,047
106,014
0
0
0
1,071
964
454
897
505
811
1,004
-87
790
102
153
0
1,213
1,010
8,616
23,759
5,099
2,014
4,589
5,078
1,275
994
0
1,937
994

26'/20/14+2	No Bid
28'/23/17+2	No Bid

26'/20/14+2	No Bid
28'/23/17+2	No Bid

Freedman Foldaway Seat	999
34"-36" Freedman Flip Seat	790
17"-18" Freedman Flip Seat	455
Child Seat	822
Roof Vents	357
Additional Mobility Aid	1,010
HELP Front bumper	
Credit for seat deletion	-163
Locking rear door w/alarm	841
Removable diamond floor access plate	
Locking fuel door	127
Armored Marker lights	127
RECARO SHS Drivers Seat	994
USSC G2E Drivers Seat	943
Telma Driveline Brake	8,413
Raised Floor	
Mor-RYD Suspension	
Hybrid	49,073
CNG 34GGE*	29,520
CNG 50 GGE*	33,523
CNG 58 GGE*	36,378
Amerex Fire Suppression	2,855
MobiLite Electric Roller Curtain Sign (Front and Side)	
Apollo 250 GB DVR w/ GPS (4 camera)	4,691
Twin Vision Front and Side LED	5,022
Passenger Stop Request System w/ stop request sign	892
Pentex 200 Amp Alternator / KEI SC-240 Amp	
RoadSpeed Limiter	994
DL2 Transmission Driver compressor	
Engine Driven Air Compressor for suspension	
Sportworks bike rack (black 2 bike)	1,886

Freedman Foldaway Seat	994
34"-36" Freedman Flip Seat	663
17"-18" Freedman Flip Seat	459
Child Seat	811
Roof Vents	382
Additional Mobility Aid positions (w/tie downs)	637
HELP Front bumper	943
Credit for seat deletion	-127
Locking rear door w/alarm	637
Removable diamond floor access plate	112
Locking fuel door	76
Armored Marker lights and side turn signal	229
RECARO SHS Drivers Seat	1,004
USSC G2E Drivers Seat	994
Telma Driveline Brake Retarder	
Raised Floor	
Mor-RYD Suspension'	
Hybrid	
CNG	36,378
Amerex Fire Suppression	4,206
Electric Roller Curtain Sign (Front and Side)	1,784
Apollo 250 GB DVR w/ GPS (4 camera)	4,691
Twin Vision Front and Side LED	5,302
Passenger Stop Request System w/ stop request sign	739
Pentex 200 Amp Alternator	
RoadSpeed Limiter	739
Transmission Driver compressor	
Engine Driven Air Compressor for suspension	
Sportworks bike rack (black 2 bike)	1,886
Automatic Stop/Start System	739
High Quality AM/FM CD Radio, 4-speaker inst.	

994
663
459
811
382
637
943
-127
637
112
76
229
1,004
994
36,378
4,206
1,784
4,691
5,302
739
739
1,886
739

AZ-Glaval

E-F 550
Length

	Yr 1	
27.5'	\$75,772	\$77,265
30'	\$78,283	\$79,825
32.5'	\$79,645	\$81,214

AZ Bus

Glaval Freightliner
Length

	Yr 1	
32'	\$113,496	\$115,732
35'	\$115,608	\$117,885
37'	116720	\$119,019
40'	118464	\$120,798

Creative Champion

E-F 550
Length

	Yr 1	
27.5'	\$79,425.00	\$80,990
30'	\$82,425.00	\$84,049
32.5'	\$85,536.00	\$87,221

Creative Champion

E-INT
Length

	Yr 1	
25'	\$84,531.00	\$86,196
27'	\$86,321.00	\$88,022
29'	\$91,867.00	\$93,677
32'	\$95,789.00	\$97,676
32'	\$118,927.00	\$121,270
35'	\$141,830.00	\$144,624
38'	\$144,651.00	\$147,501

Optional Features

Freedman Foldaway Seat (double)	
34-26" Flip Seat	
17-18" Flip Seat	
Reclining Seats per Passenger	
Child Seat Freedman ICI	
Roof Vent	
Add Mobility Aid Position	
HELP Bumper	
Seat delete credit	
Locking rear door w alarm	
Removable fuel access plate (Gas)	
Removable fuel access plate (Diesel)	
Locking Fuel Door (Gas)	
Locking Fuel Door (Diesel)	
Armored Marker Lights	
Brake retarder	
Diesel Option (For F-550)	
CNG Option, 43GGE	
34 GGE CNG Sysytem, IMPCO *	
53 GGE CNG System, IMPCO *	
57 GGE CNG System, IMPCO *	
62 GGE CNG System, IMPCO *	
Upgraded AC, Carrier MCC AC1333M	
TA77R90 80kBTU	
TA77R120 110k BTU	
TA77R90 Diesel 80K BTU	

Optional Features

	Yr 1	
Freedman Foldaway Seat (double)	\$ 975	\$994
34-26" Flip Seat	\$ 650	\$663
17-18" Flip Seat	\$ 450	\$459
Reclining Seats	\$ 55	\$56
Child Seat Freedman ICI	\$ 795	\$811
Roof Vent	\$ 375	\$382
Add Mobility Aid Position	\$ 625	\$637
HELP Bumper	N/A	
Seat delete credit	\$ (125)	-\$127
Locking rear door w alarm	\$ 625	\$637
Removable fuel access plate (Gas)	\$ 150	\$153
Removable fuel access plate (Diesel)	\$ 150	\$153
Locking Fuel Door (Gas)	\$ 75	\$76
Locking Fuel Door (Diesel)	\$ 150	\$153
Armored Marker Lights	\$ 225	\$229
Brake retarder	\$ 7,200	\$7,342
Diesel Option (Ford F-550)	\$ 7,850	\$8,005
CNG Option (Ford F-550)	\$ 26,831	\$27,360
Upgraded AC	\$ 24,831	\$25,320
TA77R90 80kBTU	\$ 28,331	\$28,889
TA77R120 110k BTU	\$ 29,331	\$29,909
TA77R90 Diesel 80K BTU	\$ 32,331	\$32,968
TA77R120 Diesel 110k BTU	\$ 1,250	\$1,275
Amerex AFSS	\$ 1,400	\$1,428
Electric Roller Curtain Sign (Front and Side)	\$ 1,950	\$1,988
Apollo DVR	\$ 1,775	\$1,810

Yr 1

	Yr 1	
Freedman Foldaway Seat (double)	\$1,050.00	\$1,071
34-26" Flip Seat	\$945.00	\$964
17-18" Flip Seat	\$445.00	\$454
Reclining Seats	\$40.00	\$41
Child Seat Freedman ICI	\$880.00	\$897
Roof Vent	\$495.00	\$505
Add Mobility Aid Position	\$795.00	\$811
Price When Available		
Seat delete credit	-\$85.00	-\$87
Locking rear door w alarm	\$775.00	\$790
Removable fuel access plate (Gas)	\$100.00	\$102
Removable fuel access plate (Diesel)	\$100.00	\$102
Locking Fuel Door (Gas)	\$150.00	\$153
Locking Fuel Door (Diesel)	\$150.00	\$153
Armored Marker Lights	\$0.00	\$0
Brake retarder	\$9,750.00	\$9,942
Diesel Option (Ford F-550)	\$6,950.00	\$7,087
CNG Option (Ford F-550)	\$23,000.00	\$23,453
Price Per System		
TA77R90 80kBTU	\$1,200.00	\$1,224
TA77R120 110k BTU	\$2,400.00	\$2,447
TA77R90 Diesel 80K BTU	\$1,200.00	\$1,224
TA77R120 Diesel 110k BTU	\$2,400.00	\$2,447
Amerex AFSS	\$5,000.00	\$5,099
Electric Roller Curtain Sign (Front and Side)	\$1,975.00	\$2,014
Apollo DVR	\$4,500.00	\$4,589

Mid-Back
ICS

40gge

Request for Proposal
September 30, 2011
RFP No. 11-03

TA77R120 Diesel 110k BTU
 Amerex AFSS
 Electric Roller Curtain Sign (Front and Side)
 Apollo DVR
 Twin Vision LED Dest Signs
 Stop Request System
 Pentex Alternator
 Intermotive road Speed Limiter
 Sportworks Bike Rack
 Automatic Stop/Start
 AM/FM CD
 Kidde AFSS and Methane Detector
 Cruise Control
 8D Battery
 Main Treasury One Farebox
 Luminator Front and Side Dest Signs, Vista
 DIALIGHT LED Exterior Lights
 DIALIGHT LED Interior Lights
 Overhead Luggage rack
 Tow Hooks
 Incandescent Lights Credit
 Intermotive Brake Max
 Transfer Cutter
 OEM Drivers Seat
 Rubber Floor
 Manual Ext Mirrors
 Level 1 fabric or vinyl seat credit
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 USSC Fogmaker Fire Suppression
 Velvac Mirrors
 Delivery Charge per mile past 100
 Maxon Lift
 Largest avail gas engine (INT)
 USSC G2 E Seat
 CrossOver Mirror
 OEM Exterior Mirrors Credit
 Freedman Docket 90 cloth (per seat)
 BAF CNG System ILO IMPCO

\$	2,300	\$2,345
\$	4,125	\$4,206
\$	1,750	\$1,784
\$	4,600	\$4,691
\$	5,200	\$5,302
\$	725	\$739
N/A		
\$	725	\$739
\$	1,850	\$1,886
\$	725	\$739
Standard		
\$	4,525	\$4,614
Standard		
\$	425	\$433
\$	1,400	\$1,428
\$	3,800	\$3,875
\$	625	\$637
\$	495	\$505
\$	1,350	\$1,377
Front Standard		
\$	(175)	-\$178
\$	775	\$790
\$	98	\$100
\$	(400)	-\$408
\$	(100)	-\$102
\$	(325)	-\$331
\$	(25)	-\$25
\$	(10)	-\$10
N/A		
\$	2,875	\$2,932
N/A		
\$	1.50	\$2
\$	625	\$637
N/A		
Standard		
\$	175	\$178
N/A		
\$	30	\$31
\$	3,000	\$3,059

Twin Vision LED Dest Signs
 Stop Request System
 Pentex Alternator
 Intermotive road Speed Limiter
 Sportworks Bike Rack
 Automatic Stop/Start
 AM/FM CD
 Kidde AFSS and Methane Detector
 Cruise Control
 8D Battery
 Main Treasury One Farebox
 Luminator Front and Side Dest Signs
 DIALIGHT LED Exterior Lights
 DIALIGHT LED Interior Lights
 Overhead Luggage rack
 Tow Hooks
 Incandescent Lights Credit
 Intermotive Brake Max
 Transfer Cutter
 OEM Drivers Seat
 Rubber Floor
 Manual Ext Mirrors
 Level 1 fabric or vinyl seat credit
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 USSC Fogmaker Fire Suppression
 Velvac Mirrors
 Delivery Charge per mile past 100
 Maxon Lift
 Largest avail gas engine (INT)
 USSC G2 E Seat
 CrossOver Mirror
 OEM Exterior Mirrors Credit
 Freedman Docket 90 cloth (per seat)
 Eaton Hybrid Electric Diesel-IC
 54 GGE CNG

\$4,500.00	\$4,589
\$1,250.00	\$1,275
Not Available	
\$975.00	\$994
\$1,900.00	\$1,937
\$975.00	\$994
Standard	
\$6,500.00	\$6,628
\$0.00	\$0
Not Available	
\$1,290.00	\$1,315
\$4,200.00	\$4,283
\$1,100.00	\$1,122
\$850.00	\$867
\$2,400.00	\$2,447
\$90.00	\$92
\$0.00	\$0
\$875.00	\$892
\$225.00	\$229
\$0.00	\$0
\$0.00	\$0
-\$250.00	-\$255
-\$25.00	-\$25
-\$10.00	-\$10
\$750.00	\$765
\$3,850.00	\$3,926
\$175.00	\$178
\$2.00	\$2
\$0.00	\$0
-\$1,200.00	-\$1,224
Standard	
\$125.00	\$127
-\$250.00	-\$255
\$30.00	\$31
\$55,000.00	\$56,084
\$24,500.00	\$24,983

Moblite

DL2

1 Vault

Vista

(8) Lights

F550 Only

When Available

F550

Request for Proposal
 September 30, 2011
 RFP No. 11-03

Creative Champion

CLASS E-LF
Length

Yr 1	
No Bid	
\$142,149.00	\$144,949
No Bid	

Creative Champion

E-FRT
Length

Yr 1	
27'	\$119,297.00 \$121,647
29'	\$122,023.00 \$124,427
32'	\$122,038.00 \$124,442
35'	\$130,821.00 \$133,398
38'	\$134,796.00 \$137,451

Eldorado

E-F 550
Length

Yr 1	
27.5'	71,871 73,287
30'	75,191 76,672
32.5'	77,201 78,722

Eldorado

E-INT
Length

Yr 1	
25'	80,427 82,011
27'	82,249 83,869
29'	84,300 85,961
32'	86,885 88,597
32'	110,023 112,190
35'	No Bid
38'	No Bid

Eldorado Nati

E-LF
Length

27.5'	No Bid
30'	189,954
32.5'	No Bid
35'	194,588

Optional Features

- Freedman Foldaway Seat (double)
- 34-26" Flip Seat
- 17-18" Flip Seat
- Reclining Seats
- Child Seat Freedman ICI
- Roof Vent
- Add Mobility Aid Position
- HELP Bumper
- Seat delete credit
- Locking rear door w alarm
- Removable fuel access plate (Gas)
- Removable fuel access plate (Diesel)
- Locking Fuel Door (Gas)
- Locking Fuel Door (Diesel)
- Armored Marker Lights
- Brake retarder
- Diesel Option (For F-550)
- CNG Option
- Upgraded AC
- TA77R90 80kBTU
- TA77R120 110k BTU
- TA77R90 Diesel 80K BTU
- TA77R120 Diesel 110k BTU
- Amerex AFSS
- Electric Roller Curtain Sign (Front and Side)
- Apollo DVR
- Twin Vision LED Dest Signs
- Stop Request System

Yr 1	
	\$1,050.00 \$1,071
	\$945.00 \$964
	\$445.00 \$454
	\$40.00 \$41
	\$880.00 \$897
	\$495.00 \$505
	\$795.00 \$811
Price When Available	
	-\$85.00 -\$87
	\$775.00 \$790
	\$100.00 \$102
	\$100.00 \$102
	\$150.00 \$153
	\$150.00 \$153
	\$0.00 \$0
	\$9,750.00 \$9,942
	\$6,950.00 \$7,087
	\$23,000.00 \$23,453
Price Per System	
	\$1,200.00 \$1,224
	\$2,400.00 \$2,447
	\$1,200.00 \$1,224
	\$2,400.00 \$2,447
	\$5,000.00 \$5,099
	\$1,975.00 \$2,014
	\$4,500.00 \$4,589
	\$4,500.00 \$4,589
	\$1,250.00 \$1,275

Mid-Back
ICS

Mobilite

Request for Proposal
 September 30, 2011
 RFP No. 11-03

Pentex Alternator	Not Available		
Intermotive road Speed Limiter	\$975.00	\$994	
Sportworks Bike Rack	\$1,900.00	\$1,937	DL2
Automatic Stop/Start	\$975.00	\$994	
AM/FM CD	Standard		
Kidde AFSS and Methane Detector	\$6,500.00	\$6,628	
Cruise Control	\$0.00	\$0	
8D Battery	Not Available		
Main Treasury One Farebox	\$1,290.00	\$1,315	1 Vault
Luminator Front and Side Dest Signs	\$4,200.00	\$4,283	Vista
DIALIGHT LED Exterior Lights	\$1,100.00	\$1,122	
DIALIGHT LED Interior Lights	\$850.00	\$867	(8) Lights
Overhead Luggage rack	\$2,400.00	\$2,447	
Tow Hooks	\$90.00	\$92	
Incandescent Lights Credit	\$0.00	\$0	
Intermotive Brake Max	\$875.00	\$892	
Transfer Cutter	\$225.00	\$229	
OEM Drivers Seat	\$0.00	\$0	
Rubber Floor	\$0.00	\$0	
Manual Ext Mirrors	-\$250.00	-\$255	
Level 1 fabric or vinyl seat credit	-\$25.00	-\$25	
Level 3 fabric or vinyl seat credit	-\$10.00	-\$10	
ADNIK Power Seat base	\$750.00	\$765	F550 Only
USSC Fogmaker Fire Suppression	\$3,850.00	\$3,926	
Velvac Mirrors	\$175.00	\$178	
Delivery Charge per mile past 100	\$2.00	\$2	
Maxon Lift	\$0.00	\$0	
Largest avail gas engine (INT)	-\$1,200.00	-\$1,224	When Available
USSC G2 E Seat	Standard		F550
CrossOver Mirror	\$125.00	\$127	
OEM Exterior Mirrors Credit	-\$250.00	-\$255	
Freedman Docket 90 cloth (per seat)	\$30.00	\$31	
Eaton Hybrid Electric Diesel-IC	\$55,000.00	\$56,084	
54 GGE CNG	\$24,500.00	\$24,983	

onal
Goshen
E-F 550
Length

Yr 1			
	27.5'	Yr 1	
		74,874	76,349
193,696	30'	76,935	78,451
	32.5'	80,623	82,211
198,421			

Goshen
CLASS E-INT
Length

		Yr 1
25'	80,171	81,750
27'	82,260	83,881
29'	84,860	
32'	86,235	87,934
32'	109,373	111,528
35'	124,866	127,326
38'	127,113	129,617

StarCraft
CLASS E-INT
Length

		Yr 1
25'	No Bid	
27'	81,736	83,346
29'	83,694	85,343
32'	85,802	87,492
32'	No Bid	
35'	No Bid	
38'	No Bid	

Optional Features

- Freedman Foldaway Seat (double)
- 34-26" Flip Seat
- 17-18" Flip Seat
- Reclining Seats
- Child Seat Freedman ICI
- Roof Vent
- Add Mobility Aid Position
- HELP Bumper
- Seat delete credit
- Locking rear door w alarm
- Removable fuel access plate (Gas)
- Removable fuel access plate (Diesel)
- Locking Fuel Door (Gas)
- Locking Fuel Door (Diesel)
- Armored Marker Lights
- Brake retarder
- Diesel Option (For F-550)
- CNG Option
- Upgraded AC
- TA77R90 80kBTU
- TA77R120 110k BTU
- TA77R90 Diesel 80K BTU
- TA77R120 Diesel 110k BTU
- Amerex AFSS
- Electric Rollier Curtain Sign (Front and Side)
- Apollo DVR
- Twin Vision LED Dest Signs
- Stop Request System

		Yr 1
	\$1,050.00	\$1,071
	\$945.00	\$964
	\$445.00	\$454
	\$40.00	\$41
	\$880.00	\$897
	\$495.00	\$505
	\$795.00	\$811
Price When Available		
	-\$85.00	-\$87
	\$775.00	\$790
	\$100.00	\$102
	\$100.00	\$102
	\$150.00	\$153
	\$150.00	\$153
	\$0.00	\$0
	\$9,750.00	\$9,942
	\$6,950.00	\$7,087
	\$23,000.00	\$23,453
Price Per System		
	\$1,200.00	\$1,224
	\$2,400.00	\$2,447
	\$1,200.00	\$1,224
	\$2,400.00	\$2,447
	\$5,000.00	\$5,099
	\$1,975.00	\$2,014
	\$4,500.00	\$4,589
	\$4,500.00	\$4,589
	\$1,250.00	\$1,275

Mid-Back
ICS

40gge

Mobilite

		Yr 1
	\$1,050.00	\$1,071
	\$945.00	\$964
	\$445.00	\$454
	\$40.00	\$41
	\$880.00	\$897
	\$495.00	\$505
	\$795.00	\$811
Price When Available		
	-\$85.00	-\$87
	\$775.00	\$790
	\$100.00	\$102
	\$100.00	\$102
	\$150.00	\$153
	\$150.00	\$153
	\$0.00	\$0
	\$9,750.00	\$9,942
	\$6,950.00	\$7,087
	\$23,000.00	\$23,453
Price Per System		
	\$1,200.00	\$1,224
	\$2,400.00	\$2,447
	\$1,200.00	\$1,224
	\$2,400.00	\$2,447
	\$5,000.00	\$5,099
	\$1,975.00	\$2,014
	\$4,500.00	\$4,589
	\$4,500.00	\$4,589
	\$1,250.00	\$1,275

Request for Proposal
September 30, 2011
RFP No. 11-03

Pentex Alternator
Intermotive road Speed Limiter
Sportworks Bike Rack
Automatic Stop/Start
AM/FM CD
Kidde AFSS and Methane Detector
Cruise Control
8D Battery
Main Treasury One Farebox
Luminator Front and Side Dest Signs
DIALIGHT LED Exterior Lights
DIALIGHT LED Interior Lights
Overhead Luggage rack
Tow Hooks
Incandescent Lights Credit
Intermotive Brake Max
Transfer Cutter
OEM Drivers Seat
Rubber Floor
Manual Ext Mirrors
Level 1 fabric or vinyl seat credit
Level 3 fabric or vinyl seat credit
ADNIK Power Seat base
USSC Fogmaker Fire Suppression
Velvac Mirrors
Delivery Charge per mile past 100
Maxon Lift
Largest avail gas engine (INT)
USSC G2 E Seat
CrossOver Mirror
OEM Exterior Mirrors Credit
Freedman Docket 90 cloth (per seat)
Eaton Hybrid Electric Diesel-IC
54 GGE CNG

Not Available	
\$975.00	\$994
\$1,900.00	\$1,937
\$975.00	\$994
Standard	
\$6,500.00	\$6,628
\$0.00	\$0
Not Available	
\$1,290.00	\$1,315
\$4,200.00	\$4,283
\$1,100.00	\$1,122
\$850.00	\$867
\$2,400.00	\$2,447
\$90.00	\$92
\$0.00	\$0
\$875.00	\$892
\$225.00	\$229
\$0.00	\$0
\$0.00	\$0
-\$250.00	-\$255
-\$25.00	-\$25
-\$10.00	-\$10
\$750.00	\$765
\$3,850.00	\$3,926
\$175.00	\$178
\$2.00	\$2
\$0.00	\$0
-\$1,200.00	-\$1,224
Standard	
\$125.00	\$127
-\$250.00	-\$255
\$30.00	\$31
\$55,000.00	\$56,084
\$24,500.00	\$24,983

DL2

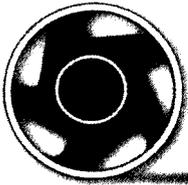
1 Vault
Vista

(B) Lights

F550 Only

When Available
F550

Not Available	
\$975.00	\$994
\$1,900.00	\$1,937
\$975.00	\$994
Standard	
\$6,500.00	\$6,628
\$0.00	\$0
Not Available	
\$1,290.00	\$1,315
\$4,200.00	\$4,283
\$1,100.00	\$1,122
\$850.00	\$867
\$2,400.00	\$2,447
\$90.00	\$92
\$0.00	\$0
\$875.00	\$892
\$225.00	\$229
\$0.00	\$0
\$0.00	\$0
-\$250.00	-\$255
-\$25.00	-\$25
-\$10.00	-\$10
\$750.00	\$765
\$3,850.00	\$3,926
\$175.00	\$178
\$2.00	\$2
\$0.00	\$0
-\$1,200.00	-\$1,224
Standard	
\$125.00	\$127
-\$250.00	-\$255
\$30.00	\$31
	\$0
	\$0



**CalACT Class C – Starcraft Allstar Bus Proposal
20 Passenger or 16 with 2 Mobility Devices**

9/18/2014

PUBLIC AGENCY - MBTA/CalACT Cooperative Bid

The Vehicle(s) To Be Provided In Accordance With Request For Proposals MBTA/CalACT RFP #11-03. The Following Changes Are Incorporated For The Vehicle(s) Provided To Stanislaus County.

PRICE CALCULATION:

Stanislaus County

2015 Starcraft Allstar 20 Passenger or 16 with 2 Mobility Devices	\$75,331.00
(2) 34" Freedman Flip Seats @ \$964.00	\$1,928.00
Dialight Exterior Package	\$1,122.00
Dialight Interior Package	\$867.00
MorRyde Suspension	\$1,150.00
Level 6 LaFrance #398 Twilight Fabric (18) Eighteen @ \$25.00	\$450.00
Farebox Pre-Wire	\$250.00
SPX Genfare (SPX Quote #5006134)	\$14,550.00
Ricon Titanium Lift	\$1,179.00
40 GGE CNG Conversion	\$4,500.00
USSC G2 Driver's Seat	\$1,010.00
Stanislaus "StaRT" Paint & Graphics	\$3,000.00
Roof Mount Air Conditioning TK SLR-65	\$4,000.00
Transit Fast Fill Box w/Engine Kill Switch on Door	\$2,500.00
Kidde Automatic Fire Supression w/Methane Detection	\$6,628.00
Passenger "Stop Requested" System	\$1,275.00
AM/FM/CD w/PA System (Hand Held Mic & External Speaker)	\$350.00
Motorola - Model #AAM50RNF9AA3AN (Pre-Wire Only)	\$175.00
Exchange Seon Camera Systems (StaRT to coordinate with Seon)	\$1,413.00
	\$46,347.00
OPTION TOTAL	
Vehicle Sub-Total	\$121,678.00

Request for Proposal

September 30, 2011

RFP No. 11-03

Vehicle Sub-Total	\$121,678.00
Local Delivery	\$250.00
California Tire Fee x (7)	\$12.25
Document Prep Fee	\$80.00
Procurement Fee 1.5%	\$1,825.17
Total per Vehicle	\$123,845.42
Non-Taxable (ADA \$10,954.00)	\$112,891.42
Sales Tax @ 7.625%	\$8,607.97
DMV (Estimate)	\$250.00
Total Per Vehicle	\$132,703.39
(4) Four Units	\$530,813.56

Please note:

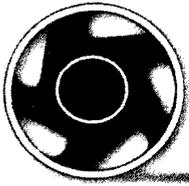
MBTA / CalACT Cooperative Bid requires a 1.5% (\$15,000.00 cap) procurement fee per unit purchased. Creative Bus Sales will invoice, collect and remit this fee to CalACT. In addition, if the City is not a current member of CalACT you must become a member in order to utilize this procurement.

Please contact Jacklyn Montgomery to be approved for purchasing of this contract and to become a member if required.

Please Contact:

Jacklyn Montgomery Phone: 916-920-8018
Toll Free: 1-800-422-5228 jacklyn@calact.org

Creative Bus Sales, Inc.
Jay Holzhuter
Fleet, Contract & Transit Sales



**CalACT Class C – Eldorado National 240 Bus Proposal
18 Passenger or 16 with 2 Mobility Devices**

10/2/2014

PUBLIC AGENCY - MBTA/CalACT Cooperative Bid

The Vehicle(s) To Be Provided In Accordance With Request For Proposals MBTA/CalACT RFP #11-03. The Following Changes Are Incorporated For The Vehicle(s) Provided To Stanislaus County.

PRICE CALCULATION:

Stanislaus County

2015 Eldorado National AeroTech 18 Passenger or 16 with 2 Mobility Devices	\$80,318.00
(2) - 34" Freedman Flip Seat @ \$964.00	\$1,928.00
Dialight Exterior Package	\$1,122.00
Dialight Interior Package	\$867.00
MorRyde Suspension	\$1,150.00
Level 6 LaFrance #398 Twilight Fabric (18) Eighteen @ \$25.00	\$450.00
Farebox Pre-Wire	\$250.00
SPX Genfare (SPX Quote #5006134)	\$14,550.00
Ricon Titanium Lift	\$1,179.00
Extended Range 40 GGE CNG Conversion	\$4,500.00
USSC G2 Driver's Seat	\$1,010.00
Stanislaus "StaRT" Paint & Graphics	\$3,000.00
Transit Fast Fill Box w/Engine Kill Switch on Door	\$2,500.00
Kidde Automatic Fire Supression w/Methane Detection	\$6,628.00
Roof Mount Air Conditioning TK SLR-65	\$4,000.00
Passenger "Stop Requested" System	\$1,275.00
AM/FM/CD w/PA System (Hand Held Mic & External Speaker)	\$350.00
Motorola - Model #AAM50RNF9AA3AN (Pre-Wire Only)	\$175.00
Exchange Seon Camera Systems (StaRT to coordinate with Seon)	\$1,413.00
OPTION TOTAL	\$46,347.00
Vehicle Sub-Total	\$126,665.00

Request for Proposal
September 30, 2011
RFP No. 11-03

Vehicle Sub-Total	\$126,665.00
Local Delivery	\$250.00
California Tire Fee x (7)	\$12.25
Document Prep Fee	\$80.00
Procurement Fee 1.5%	\$1,899.98
Total per Vehicle	\$128,907.23
Non-Taxable (ADA \$10,954.00)	\$117,953.23
Sales Tax @ 7.625%	\$8,993.93
DMV (Estimate)	\$250.00
Total Per Vehicle	\$138,151.16
(4) Four Units	\$552,604.64

Please note:

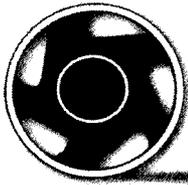
MBTA / CalACT Cooperative Bid requires a 1.5% (\$15,000.00 cap) procurement fee per unit purchased. Creative Bus Sales will invoice, collect and remit this fee to CalACT. In addition, if the City is not a current member of CalACT you must become a member in order to utilize this procurement.

Please contact Jacklyn Montgomery to be approved for purchasing of this contract and to become a member if required.

Please Contact:

Jacklyn Montgomery Phone: 916-920-8018
Toll Free: 1-800-422-5228 jacklyn@calact.org

Creative Bus Sales, Inc.
Jay Holzhter
Fleet, Contract & Transit Sales



**CalACT Class C – Starcraft Allstar Bus Proposal
20 Passenger or 16 with 2 Mobility Devices**

9/18/2014

PUBLIC AGENCY - MBTA/CalACT Cooperative Bid

The Vehicle(s) To Be Provided In Accordance With Request For Proposals MBTA/CalACT RFP #11-03. The Following Changes Are Incorporated For The Vehicle(s) Provided To Stanislaus County.

PRICE CALCULATION:

Stanislaus County

2015 Starcraft Allstar 20 Passenger or 16 with 2 Mobility Devices	\$75,331.00
(2) 34" Freedman Flip Seats @ \$964.00	\$1,928.00
Dialight Exterior Package	\$1,122.00
Dialight Interior Package	\$867.00
MorRyde Suspension	\$1,150.00
Level 6 LaFrance #398 Twilight Fabric (18) Eighteen @ \$25.00	\$450.00
Farebox Pre-Wire	\$250.00
Ricon Titanium Lift	\$1,179.00
40 GGE CNG Conversion	\$4,500.00
USSC G2 Driver's Seat	\$1,010.00
Stanislaus "StaRT" Paint & Graphics	\$3,000.00
Roof Mount Air Conditioning TK SLR-65	\$4,000.00
Transit Fast Fill Box w/Engine Kill Switch on Door	\$2,500.00
Kidde Automatic Fire Supression w/Methane Detection	\$6,628.00
Passenger "Stop Requested" System	\$1,275.00
AM/FM/CD w/PA System (Hand Held Mic & External Speaker)	\$350.00
Motorola - Model #AAM50RNF9AA3AN (Pre-Wire Only)	\$175.00
Exchange Seon Camera Systems (StaRT to coordinate with Seon)	\$1,413.00
	\$31,797.00
OPTION TOTAL	
Vehicle Sub-Total	\$107,128.00

Request for Proposal
September 30, 2011
RFP No. 11-03

Vehicle Sub-Total	\$107,128.00
Local Delivery	\$250.00
California Tire Fee x (7)	\$12.25
Document Prep Fee	\$80.00
Procurement Fee 1.5%	\$1,606.92
Total per Vehicle	\$109,077.17
Non-Taxable (ADA \$10,954.00)	\$98,123.17
Sales Tax @ 7.625%	\$7,481.89
DMV (Estimate)	\$250.00
Total Per Vehicle	\$116,809.06
(4) Four Units	\$467,236.24

Please note:

MBTA / CalACT Cooperative Bid requires a 1.5% (\$15,000.00 cap) procurement fee per unit purchased. Creative Bus Sales will invoice, collect and remit this fee to CalACT. In addition, if the City is not a current member of CalACT you must become a member in order to utilize this procurement.

Please contact Jacklyn Montgomery to be approved for purchasing of this contract and to become a member if required.

Please Contact:

Jacklyn Montgomery Phone: 916-920-8018
Toll Free: 1-800-422-5228 jacklyn@calact.org

Creative Bus Sales, Inc.
Jay Holzhter
Fleet, Contract & Transit Sales

CER 6. Pre-Award Evaluation Data Form

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

Morongo Basin Transit Authority
RFP No. 11-03 for Development of a Local Government Purchasing Schedule Accessible
Transit/Paratransit Vehicles

<p>1. Name of firm:</p> <p>2. Address:</p> <p>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>4. Date organized: State in which incorporated:</p> <p>5. Names of officers or partners:</p> <p>a. b. c. d.</p> <p>6. How long has your firm been in business under its present name?</p>
<p>7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence.</p> <p>8. Attach as SCHEDULE TWO Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency [This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.]</p> <p>9. Attach as SCHEDULE THREE a list of all principal Subcontractors (if applicable) and the percentage and character of Work (Contract amount) that each shall perform on this Contract. Note: A subcontractor is one that physically works on manufacturing the bus.</p> <p>10. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.</p>
<p>The above information is confidential and shall not be divulged to any unauthorized personnel.</p>
<p>The undersigned certifies to the accuracy of all information: Name and title: Company:</p> <p>_____</p> <p>Authorized signature Date</p>

CER 7. Federal Certifications and Other Certifications

CER 1.1 Buy America Certification

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

Certificate of Compliance	
The Proposer hereby certifies that it shall comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:	
Name and title:	
Company:	
<hr/>	
Authorized signature	Date

Certificate of Non-Compliance	
The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.	
Name and title:	
Company:	
<hr/>	
Authorized signature	Date

CER 1.2 Debarment and Suspension Certification for Prospective Contractor

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

Choose one alternative:

- The Proposer, [insert name], certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– Executed in [insert city and state].

Name:

Authorized signature

Date

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

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

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

**THE PROPOSER, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH
STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN
ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE
PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND
EXPLANATION, IF ANY.**

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____	
I, _____, being first duly sworn, do hereby state that <small>(Name of Affiant)</small>	
I am _____ of _____ <small>(Capacity) (Name of Firm, Partnership or Corporation)</small>	
whose business is _____	
and who resides at _____	
and that _____ <small>(Give names of all persons, firms, or corporations interested in the bid)</small>	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
_____ Signature of Affiant	_____ Date
Sworn to before me this _____ day of _____, 20____.	
_____ Notary public	_____ My commission expires
Seal	

CER 1.5 Lobbying Certification

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

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

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title: _____

Signature

Date

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

CER 1.6 Certificate of Compliance with Bus Testing Requirement

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

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

1. _____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

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

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

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

Company name:

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.7 DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.8 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

Authorized signature

Date

CER 1.9 Proposal Form

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

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

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to MBTA in response to Request for Proposal No. Development of a Local Government Purchasing Schedule Accessible Transit/Paratransit Vehicles in its entirety.

Proposer:

Street address:

City, state, ZIP:

Name and title of Authorized Signer(s):

Name and title of Authorized Signer(s):

Phone:

Authorized signature

Date

Authorized signature

Date

CER 1.10 Notice of Award

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

Contracting officer:

Authorized signature

Date

CER 5. Pricing Schedule

Request for Proposal

September 30, 2011

RFP No. 11-03

ENC CLASS C FORD

TECHNICAL INFORMATION

(Submit 1 per line item proposed)

Bus Vendor	<u>Creative Bus Sales</u>
Bus Manufacturer	<u>ENC</u>
Bus Model Number	<u>Aerotech 240</u>
Altoona Test Life (years/miles)	<u>7 year / 200,000 miles</u>
Production Location	<u>Salina, KS</u>
Warehouse/s and Service Locations	<u>Chino, Hayward, Sacramento</u>
Overall Length (including bumpers)	<u>300"</u>
Overall Width (excluding mirrors)	<u>96"</u>
Overall Exterior Height	<u>115"</u>
Interior Height (center of aisle)	<u>79"</u>
Doorway Opening	<u>36"</u>
Ambulatory	<u>32"w 79.5"h</u>
Wheelchair	<u>44.5"w 71"h</u>
Wheel base	<u>176"</u>
Floor thickness	<u>.75" Ext Grade Ply</u>
Construction Type/Materials	<u>Composite</u>
Subframe	<u>Steel Floor Sub Structure</u>
Body frame	<u>Composite</u>
Exterior panels	<u>Composite Gel Coast Ext</u>
Interior panels	<u>Gel Coat and FRP</u>
Insulation	<u>R6 Verticell</u>
Overall wall thickness	<u>1.25"</u>
Chassis Manufacturer	<u>FORD</u>
Certified Weight of Bus - Total	<u>12879</u>

Request for Proposal

September 30, 2011

RFP No. 11-03

On Front Axle	<u>3740</u>
On Rear Axle	<u>9139</u>
Engine Manufacturer	<u>Ford</u>
Type	<u>Triton</u>
Model	<u>6.8L V-10</u>
Net S.A.E. Horsepower	<u>305</u>
Net S.A.E. Torque	<u>420 ft. pd \$ 3250</u>
Transmission Manufacturer	<u>Ford</u>
Type	<u>Automatic Overdrive</u>
Model	<u>Torq Shift</u>
Speeds	<u>5 Forward</u>
Cooler	<u>HD Aux Cooler (19pt), Oil to Air</u>
Alternator Manufacturer	<u>Mitsubishi</u>
Model	<u>SC6</u>
Output (amps)	<u>225amp</u>
Starter Motor Manufacturer	<u>Ford OEM</u>
Model	<u></u>
Air Compressor (if equipped) Manufacturer	<u>NA</u>
Model	<u></u>
Capacity	<u></u>
Gross Vehicle Weight Rating (GVWR)	<u>14,500</u>
Axle, Front Manufacturer	<u>Ford OEM</u>
Type	<u>Twin I-Beam</u>
Model	<u>IFS</u>
Gross Axle Weight Rating (lbs)	<u>5000lb</u>

Axle, Rear	Manufacturer	<u>Ford OEM</u>
	Type	<u>Full Floating, Dana</u>
	Model	<u>10.75" HD</u>
	Gross Axle Weight Rating (lbs)	<u>9500lb</u>
	Differential Ratio	<u>4.56</u>
Power Steering Pump	Manufacturer	<u>Ford</u>
	Model	<u>X-R 50 HD, Gear</u>
Brakes -	Manufacturer	
	Front - Type	<u>Vented Disc</u>
	Diameter	<u>13.58" rotor</u>
	Rear - Type	<u>Disc</u>
	Diameter	<u>13.58" rotor</u>
Radiator	Manufacturer	<u>Ford</u>
	Type	<u>Front Air</u>
	Model	<u>708 sq. in./ (8) 20" Fan Blades</u>
	Total System Capacity (Excluding auxiliary heating system)	<u>7.60</u> gallons
	Radiator Fan Speed Control Type	<u>Clutch</u>
	Surge Tank Capacity	<u>5 qts.</u>
Engine Thermostat Temperature Setting		<u>190</u> degrees
Overheat Alarm Temperature Setting		<u>195</u> degrees
Heating System Capacity		Front <u>20K</u> BTUs / Rear <u>35K</u> BTUs
Heating Cores -	Manufacturer	<u>Ford</u>
	Number of cores	<u>2</u>
Air Conditioning -	Manufacturer	<u>ACT</u>

Request for Proposal

September 30, 2011

RFP No. 11-03

Model	<u>ACT-50HD</u>
Capacity (BTUs) Base	<u>70K</u>
Fuel Tank Capacity (gallons)	<u>55 gal</u>
Tires - Manufacturer	<u>Michelin</u>
Size	<u>LT 225 / 75RX16</u>
Type	<u>All Season Radial</u>
Load Range	<u>16E</u>
Batteries	
Main - Manufacturer	<u>Ford Motorcraft</u>
Type, Size	<u>Maint. Free 72amp</u>
Capacity (CCA at 0 degrees F)	<u>650 CCA</u>
Accessory - Manufacturer	<u>Johnson Controls</u>
Type, Size	<u>Maint. Free</u>
Capacity (CCA at 0 degrees F)	<u>700 CCA</u>
Seat Belts - Manufacturer	<u>Freedman</u>
Type	<u>USR</u>
Passenger Seats - Manufacturer	<u>Freedman</u>
Type	<u>Mid-Back</u>
Minimum knee-to-hip space	<u>27"</u>
Driver's Seat - Manufacturer	<u>Freedman</u>
Model	<u>Shield</u>
Interlock - Manufacturer	<u>Intermotive</u>
Model	<u>GTWY505-B / PCOM 501-B</u>
Backup Alarm (db)	<u>Ecco 97db</u>

Request for Proposal

September 30, 2011

RFP No. 11-03

Roof Marker Lights - Manufacturer-Type	<u>Optronics MCL65AB</u>
Interior Lighting - Type	<u>#0725 Grote 2x5 (3) LED</u>
Number of Fixtures	<u>9</u>
Identification Lights - Manufacturer-Type	<u>Grote LED #01-6579-70</u>
Proposed Delivery Schedule	<u>90 Days</u>
Altoona Test Date	<u>1994 / 2005</u>
BTI Report #	<u>5 yr / 7 yr partial</u>
Number of Class 1 Failures	<u>PTI-BT-R9405-04 / PTI-BT-R0506</u>
Number of Class 2 Failures	<u>0 / 0</u>
Number of Class 3 Failures	<u>0 / 0</u>
	<u>2-May</u>
Undercoating Brand	<u>Tectyl 121 BN</u>
Entry Door Brand/Model #	<u>A&M 36" Model #1634</u>
Power Mirrors/Brand/Model#	<u>Hadley / B&R model 5217</u>
Clear Aisle Width	<u>16"</u>
First Step Height (bottom step tread to ground)	<u>11"</u>
Chassis Stretch? Y/N, Please Detail	<u>No</u>
Flooring Adhesive Brand	<u>Silaprene DC 12742</u>

TECHNICAL INFORMATION

	(Submit 1 per line item proposed)	
Bus Vendor	<u>Creative Bus Sales</u>	
Bus Manufacturer	<u>Starcraft Bus</u>	
Bus Model Number	<u>Starcraft Allstar SFL 2910</u>	
Altoona Test Life (years/miles)	<u>7 Years / 200,000 Miles</u>	
Production Location	<u>Goshen, IN</u>	
Warehouse/s and Service Locations	<u>Chino, Hayward, and Sacramento</u>	
Overall Length (including bumpers)	<u>305"</u>	
Overall Width (excluding mirrors)	<u>96"</u>	
Overall Exterior Height	<u>114"</u>	
Interior Height (center of aisle)	<u>81" (STANDARD FLOOR)</u>	
Doorway Opening	<u>CLEAR DIMENSIONS SHOWN</u>	
Ambulatory	<u>Width 32 inches / Height 80 inches</u>	
Wheelchair	<u>Width 43 inches / Height 68 inches</u>	
Wheel base	<u>176"</u>	
Floor thickness	<u>5/8" PLYWOOD</u>	
Construction Type/Materials	<u>FULL JIG WELDED STEEL FRAME CONSTRUCTION</u>	
Subframe	<u>WELDED STEEL CONSTRUCTION</u>	
Body frame	<u>WELDED STEEL CONSTRUCTION</u>	
Exterior panels	<u>PAINTED ALUMINUM</u>	
Interior panels	<u>FRP LAMINATED TO LUAN</u>	
Insulation	<u>EXPANDED POLYSTYRENE</u>	
Overall wall thickness	<u>1.25"</u>	Includes exterior and interior skin
Chassis Manufacturer	<u>FORD</u>	
Certified Weight of Bus - Total	<u>12,991 #</u>	
On Front Axle	<u>3836 #</u>	
On Rear Axle	<u>9155 #</u>	

Request for Proposal

September 30, 2011

RFP No. 11-03

Engine Manufacturer	FORD
Type	91G
Model	6.8L V-10
Net S.A.E. Horsepower	305 HP
Net S.A.E. Torque	420 @ 3,250
Transmission Manufacturer	FORD
Type	AUTOMATIC
Model	TORQ SHIFT
Speeds	5 SP OD
Cooler	FORD OEM
Alternator Manufacturer	FORD
Model	SC6
Output (amps)	225 AMPS
Starter Motor Manufacturer	FORD OEM
Model	OEM
Air Compressor (if equipped) Manufacturer	N/A
Model	
Capacity	
Gross Vehicle Weight Rating (GVWR)	14500 #
Axle, Front Manufacturer	FORD
Type	TWIN I BEAM
Model	IFS
Gross Axle Weight Rating (lbs)	5000 #
Axle, Rear Manufacturer	DANA
Type	FULL FLOATING
Model	10.75"
Gross Axle Weight Rating (lbs)	9600 #
Differential Ratio	4.10:1

Request for Proposal

September 30, 2011

RFP No. 11-03

Power Steering Pump Manufacturer	<u>FORD</u>
Model	<u>XR-50 HD GEAR</u>
Brakes - Manufacturer	<u>FORD</u>
Front - Type	<u>DUAL PISTON CALIPER</u>
Diameter	<u>13.58" ROTOR</u>
Rear - Type	<u>DUAL PISTON CALIPER</u>
Diameter	<u>13.58" ROTOR</u>
Radiator Manufacturer	<u>FORD</u>
Type	<u>ALUMINUM</u>
Model	<u>OEM</u>
Total System Capacity (Excluding auxiliary heating system)	<u>7.6</u> gallons (30.4 QUARTS)
Radiator Fan Speed Control Type	<u>FORD OEM</u>
Surge Tank Capacity	<u>INCLUDED IN COOLANT CAPACITY ABOVE</u>
Engine Thermostat Temperature Setting	<u>192</u> degrees
Overheat Alarm Temperature Setting	<u>238</u> degrees
Heating System Capacity	Front _____ BTUs / Rear <u>35,000</u> BTUs FORD DOES NOT PUBLISH CHASSIS BTU
Heating Cores - Manufacturer	<u>PRO-AIR</u>
Number of cores	<u>1</u>
Air Conditioning - Manufacturer	<u>TRANS/AIR</u>
Model	<u>TA733 SUPER 13</u>
Capacity (BTUs) Base	<u>60,000</u>
Fuel Tank Capacity (gallons)	<u>27 GGE</u>
Tires - Manufacturer	<u>AS SUPPLIED BY CHASSIS MANUFACTURER</u>
Size	<u>16"</u>
Type	<u>225/75R16</u>
Load Range	<u>E</u>

Batteries

Request for Proposal

September 30, 2011

RFP No. 11-03

Main - Manufacturer	<u>MOTORCRAFT</u>
Type, Size	<u>FORD OEM</u>
Capacity (CCA at 0 degrees F)	<u>750 CCA</u>
Accessory - Manufacturer	<u>MOTORCRAFT</u>
Type, Size	<u>FORD OEM</u>
Capacity (CCA at 0 degrees F)	<u>750 CCA</u>
Seat Belts - Manufacturer	<u>FREEDMAN</u>
Type	<u>USR</u>
Passenger Seats - Manufacturer	<u>Freedman</u>
Type	<u>Featherweight Mid High</u>
Minimum knee-to-hip space	<u>27" or more depending on floor plan</u>
Driver's Seat - Manufacturer	<u>Freedman</u>
Model	<u>Shield</u>
Interlock - Manufacturer	<u>Intermotive</u>
Model	<u>ILIS</u>
Backup Alarm (db)	<u>102</u>
Roof Marker Lights - Manufacturer-Type	<u>OPTRONICS LED</u>
Interior Lighting - Type	<u>OPTRONICS INCANDESCENT</u>
Number of Fixtures	<u>MINIMUM OF 8 DEPENDING ON VEHICLE</u>
Identification Lights - Manufacturer-Type	<u>OPTRONICS LED</u>
Proposed Delivery Schedule	<u>120 Days</u>
Altoona Test Date	<u>2/14/2006 COMPLETED</u>
BTI Report #	<u>PTI-BT-R0518</u>
Number of Class 1 Failures	<u>0</u>
Number of Class 2 Failures	<u>0</u>
Number of Class 3 Failures	<u>0</u>
Undercoating Brand	<u>BASF</u>
Entry Door Brand/Model #	<u>A&M MFG.</u>
Power Mirrors/Brand/Model#	<u>ROSCO</u>
Clear Aisle Width	<u>19"</u>

Request for Proposal

September 30, 2011

RFP No. 11-03

First Step Height (bottom step tread to ground) 12"

Chassis Stretch? Y/N, Please Detail NO

Flooring Adhesive Brand ROYAL

SECTION 10: CONTRACT

1. Contract Documents and Order of Precedence

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

1. Form of Contract
2. "Section 4: Special Conditions"
3. "Section 3: General Conditions," and "Section 5: Federal Requirements"
4. "Section 6: Technical Specifications," "Section 7: Warranty Requirements," and "Section 8: Quality Assurance"
5. Contractor's Best and Final Offer (including Contractor Proposal)
6. Addenda
7. RFP No. 11-03

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

2. Compensation

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

3. Contract Term and Period of Performance

The effective date of this Contract shall be the effective date set forth in the Notice to Proceed (NTP). The Contractor shall provide vehicles under the Schedule for a period of two (2) years after the effective date of the Contract, upon receipt of the NTP.

4. Notices

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

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

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

[Insert Contractor name, address and point of contact]

5. Entire Agreement

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

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

**Procedure for Purchases using the CalACT/MBTA
Local Government Purchasing Schedule**

Note the procedures below are for federally funded purchases only. Items purchased with state , local or other sources are only subject to your agency's internal purchasing procedures or grant specific requirements (if any)

1. Develop the Requirements List for the vehicle. (Excel spreadsheet provided by CalACT or MBTA. It has a "tab" for each type of bus and lists the available buses, the pricing and the list of any "option features" that are available for that specific model.)
2. Review the pricelists of at least three buses OR if there are fewer than three listed, the pricelist of all the contractors should be reviewed. Use the Excel spreadsheet to calculate the total cost OR request quotes from dealers for your files
3. In addition to price, the agency may consider the following evaluation factors:
 - a. Past performance information – This is scored information provided by a CalACT survey and can be found at www.calact.org.
 - b. Special features of the specific vehicle required for effective program performance at your agency.
 - c. Warranty considerations, if any. – Each manufacturer was required to submit its proposed warranty for each vehicle. This information can be found at www.calact.org.
 - d. Maintenance or inventory considerations, if any. This is information specific to your agency. (Consistency with current fleet)
 - e. Proposed delivery date – proposed date should be requested from proposed dealer via email.
4. Contact the selected dealers and obtain a proposed delivery date. Have the date sent to you via email.
5. Review all of the information and complete the Internal Approval Notice.
6. Request and receive an executed Assignment Agreement from CalACT to purchase.
7. Issue an Order Form to that dealer showing what is being ordered, the total pricing and the delivery date. Provide a copy of this form to CalACT. **NOTE:** It is important to track the actual delivery date to the proposed delivery date. The contract with each dealer contains a provision for Liquidated Damages (See SP 11. Under this provision, the dealer must pay \$100 per business day per bus not delivered on time! It is the Agency's sole responsibility to track delivery and enforce the contract provision.
8. Minimum documentation – At a minimum, the file should contain
 - a. Bid Information obtained from www.calact.org
 - b. Letter of Assignment

Request for Proposal

September 30, 2011

RFP No. 11-03

- c. Pricing for the three products that were considered. (May be generated from CalACT Schedule or requested from dealer)
 - d. Internal Notice of Award – Form that shows the name of the proposed awardee including the pricing and the basis for the award. It requires a signature to show that the pricing was considered to be fair and reasonable based on adequate price competition.
 - e. A copy of the Order Form showing the amount of the contract and the delivery date.
9. Prior to receipt of the vehicles, the Agency should obtain copies of the following from CalACT:
- a. PreAward Buy America & FMVSS certifications executed by MBTA.
 - b. VTC's (CalACT consultant) Buy America & Plant Inspection documents (Request access code for download from website from CalACT)
10. Conduct Inspections and Road Tests*
11. Prior to acceptance , the Agency must execute its own copies of the:
- a. Post-Delivery Buy America certificate*
 - b. Post-Delivery Purchaser's certificate (After #11 above)*
 - c. Post Delivery FMVSS certificate*

*Sample forms available from CalACT

**Caltrans Subrecipients to follow piggybacking procedures here:

http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Fed_Vehicle_Procure_Process.pdf

Purchasing Schedule Effective March 23, 2014

SECTION 11: APPENDIXES

Appendix A-1: Cutaway Specifications

- Class A (Ford E350)**
8 min psgr, 138" wb
- Class A-GM (GM 3500)**
8 min psgr, 139" wb
- Class B (Ford E450)**
12 min psgr, 158" wb
- Class B-GM (GM 4500)**
12 min psgr, 159" wb
- Class B-CNG**
12 min psgr, 158" wb
- Class B-Hybrid**
12 min psgr, 158" wb
- Class C (Ford E450)**
16 psgr (rear lift), 176-190" wb
- Class C -CNG**
16 psgr (rear lift), 176-190" wb

AZ Bus Sales

Glaval
\$53,972
\$57,009
\$58,836
\$59,808
\$81,503
\$113,770
\$61,091
\$83,580

Creative Year 1

Eldorado	Goshen	StarCraft
\$51,918	\$50,122	\$46,636
\$53,887	\$52,057	
\$57,900	\$54,190	\$48,648
\$57,920	\$54,901	\$53,479
\$78,599	\$74,890	\$72,611
\$112,035	\$111,280	
\$59,618	\$56,281	\$52,082
\$80,318	\$76,981	\$75,331

Optional Features

- Freedman Foldaway Seat
- 34"-36" Freedman Flip Seat
- 17"-18" Freedman Flip Seat
- Freedman ICS Child Seat
- Roof Vents
- Additional Mobility Aid positions (w/tie downs)
- HELP Front bumper
- Credit for seat delete
- Locking rear door w/alarm
- Removable diamond floor access plate
- Locking fuel door
- Armored Marker lights and side turn signal
- RECARO SHS Drivers Seat
- USSC G2 E Drivers Seat
- Freedman Sport Drivers Seat
- Telma Driveline Brake Retarder
- Raised Floor
- Mor-RYD Suspension'
- Engine Credit for Ford 5.4 Liter
- Upgraded A/ C System (75,000 BTU min)
- Amerex Fire Suppression
- Electric Roller Curtain Sign (Front and Side)
- REI Buswatch DVR System (4 Camera)
- Stop Request System (w/ sign)
- Diesel Option-Largest Available (GM only)
- Maxon Wheelchair Lift
- Pentex 200 Amp Alternator
- RoadSpeed Limiter
- Sportworks bike rack (black 2 bike)
- Automatic Stop/Start System
- Kidde Automatic Fire Supression w/Methane
- Cruise Control

\$994
\$663
\$459
\$811
\$382
\$637
\$943
-\$127
\$637
\$112
\$76
\$229
\$1,096
\$1,071
\$331
\$6,322
\$535
\$790
-\$459
\$1,632
\$4,589
\$1,784
\$2,808
\$739
\$11,472
\$637
\$943
\$739
\$1,886
\$739
\$4,614

\$1,071	\$1,071	\$1,071
\$964	\$964	\$964
\$454	\$454	\$454
\$897	\$897	\$897
\$505	\$505	\$505
\$811	\$811	\$811
\$1,004	\$1,004	\$1,004
-\$87	-\$87	-\$87
\$790	\$790	\$790
\$102	\$102	\$102
\$153	\$153	\$153
\$0	\$0	\$0
\$1,213	\$1,213	\$1,213
\$1,010	\$1,010	\$1,010
\$7,648	\$7,648	\$7,648
\$663	\$663	\$663
\$1,010	\$1,010	\$1,010
-\$459	-\$459	-\$459
\$2,804	\$2,804	\$2,804
\$5,099	\$5,099	\$5,099
\$2,014	\$2,014	\$2,014
\$4,895	\$4,895	\$4,895
\$1,275	\$1,275	\$1,275
\$12,746	\$12,746	\$12,746
\$0	\$0	\$0
\$1,224	\$1,224	\$1,224
\$994	\$994	\$994
\$1,937	\$1,937	\$1,937
\$994	\$994	\$994
\$6,628	\$6,628	\$6,628
\$0	\$0	\$0

Request for Proposal

September 30, 2011

RFP No. 11-03

Apollo 250 GB DVR w/ GPS (4 camera)	\$4,691	\$4,589	\$4,589	\$4,589
Thermo King S-20 (40k BTU) for Class A	\$2,651	\$510	\$510	\$510
Thermo King S-30 (60k BTU) for Class B and C	\$2,830	\$1,275	\$1,275	\$1,275
Dialight Exterior LED	\$637	\$1,122	\$1,122	\$1,122
Dialight Interior LED	\$505	\$663	\$663	\$663
Delivery charge per mile past 100	\$2	\$2	\$2	\$2
Level 1 vinyl or fabric credit per seat	-\$25	-\$25	-\$25	-\$25
Level 3 fabric or vinyl seat credit	-\$10	-\$10	-\$10	-\$10
ADNIK Power Seat Base	\$433	\$765	\$765	\$765
American Seating Horizon (per seat)				
Velvac Power Mirror	-\$92	\$178	\$178	\$178
OEM Drivers Seat	\$76	\$255	\$255	\$255
Rubber Floor Credit	-\$102	\$0	\$0	\$0
Cross Over Mirror	\$127	\$127	\$127	\$127
OEM Exterior Mirrors Credit		-\$255	-\$255	-\$255
Jerflor/Tarabus floor	\$255	\$153	\$153	\$153
Thermo King SLR roof mount AC	\$3,671	\$969	\$969	\$969
Freedman Docket 90 cloth (per seat)	\$31	\$31	\$31	\$31
BAF CNG OPTION ILO IMPCO	\$3,059			
CNG PKG 37.5 GGE, Altoona Tested	\$3,951			

Purchasing Schedule Effective March 23, 2014

	AZ Bus Braun	Creative Braun	Creative Eldorado	AZ Bus Yr 1 Braun	Creative Yr 1 Braun	Creative Yr 1 Eldorado
Base Price	40,536	39,413	40,905	41,335	40,189	41,711
Optional Features						
Power Sliding Door	1,575	1,864	1,864	1,606	1,901	1,901
Portable Ramp	195	-50	-50	199	-51	-51
Credit for seat removal (-)	-500	-550	-550	-510	-561	-561
Seatbelt Monitoring System	N/A	Not Available	Not Available		Not Available	Not Available
Freedman Rear Seat	1,065	950	Included	1,086	969	Included

Request for Proposal

September 30, 2011

RFP No. 11-03

	AZ Bus	Creative
	Braun	Braun
Base Price	40,536	39,413
Optional Features		
Power Sliding Door	1,575	1,864
Portable Ramp	195	-50
Credit for seat removal (-)	-500	-550
Seatbelt Monitoring System	N/A	Not Available
Freedman Rear Seat	1,065	950

AZ-Glaval	
E-F 550	
Length	

Yr 1	
27.5'	\$75,772 \$77,265
30'	\$78,283 \$79,825
32.5'	\$79,645 \$81,214

AZ Bus	
Glaval Freightliner	
Length	

Yr 1	
32'	\$113,496 \$115,732
35'	\$115,608 \$117,885
37'	116720 \$119,019
40'	118464 \$120,798

Creative Champion	
E-F 550	
Length	

Yr 1	
27.5'	\$79,425.00 \$80,990
30'	\$82,425.00 \$84,049
32.5'	\$85,536.00 \$87,221

Creative Champion	
E-INT	
Length	

Yr 1	
25'	\$84,531.00 \$86,196
27'	\$86,321.00 \$88,022
29'	\$91,867.00 \$93,677
32'	\$95,789.00 \$97,676
32'	\$118,927.00 \$121,270
35'	\$141,830.00 \$144,624
38'	\$144,651.00 \$147,501

Optional Features

Freedman Foldaway Seat (double)	
34-26" Flip Seat	
17-18" Flip Seat	
Reclining Seats per Passenger	
Child Seat Freedman ICI	
Roof Vent	
Add Mobility Aid Position	
HELP Bumper	
Seat delete credit	
Locking rear door w alarm	
Removable fuel access plate (Gas)	
Removable fuel access plate (Diesel)	
Locking Fuel Door (Gas)	
Locking Fuel Door (Diesel)	
Armored Marker Lights	
Brake retarder	
Diesel Option (For F-550)	
CNG Option, 43GGE	
34 GGE CNG System, IMPCO *	
53 GGE CNG System, IMPCO *	
57 GGE CNG System, IMPCO *	
62 GGE CNG System, IMPCO *	
Upgraded AC, Carrier MCC AC1333M	

Optional Features

Yr 1	
\$ 975	\$994
\$ 650	\$663
\$ 450	\$459
\$ 55	\$56
\$ 795	\$811
\$ 375	\$382
\$ 625	\$637
N/A	
\$ (125)	-\$127
\$ 625	\$637
\$ 150	\$153
\$ 150	\$153
\$ 75	\$76
\$ 150	\$153
\$ 225	\$229
\$ 7,200	\$7,342
\$ 7,850	\$8,005
\$ 26,831	\$27,360
\$ 24,831	\$25,320
\$ 28,331	\$28,889
\$ 29,331	\$29,909
\$ 32,331	\$32,968
\$ 1,250	\$1,275

Freedman Foldaway Seat (double)	
34-26" Flip Seat	
17-18" Flip Seat	
Reclining Seats	
Child Seat Freedman ICI	
Roof Vent	
Add Mobility Aid Position	
HELP Bumper	
Seat delete credit	
Locking rear door w alarm	
Removable fuel access plate (Gas)	
Removable fuel access plate (Diesel)	
Locking Fuel Door (Gas)	
Locking Fuel Door (Diesel)	
Armored Marker Lights	
Brake retarder	
Diesel Option (Ford F-550)	
CNG Option (Ford F-550)	
Upgraded AC	
TA77R90 80kBTU	
TA77R120 110k BTU	
TA77R90 Diesel 80K BTU	
TA77R120 Diesel 110k BTU	

Yr 1	
\$1,050.00	\$1,071
\$945.00	\$964
\$445.00	\$454
\$40.00	\$41
\$880.00	\$897
\$495.00	\$505
\$795.00	\$811
Price When Available	
-\$85.00	-\$87
\$775.00	\$790
\$100.00	\$102
\$100.00	\$102
\$150.00	\$153
\$150.00	\$153
\$0.00	\$0
\$9,750.00	\$9,942
\$6,950.00	\$7,087
\$23,000.00	\$23,453
Price Per System	
\$1,200.00	\$1,224
\$2,400.00	\$2,447
\$1,200.00	\$1,224
\$2,400.00	\$2,447

Mid-Back
ICS
40gge

TA77R90 80kBTU
 TA77R120 110k BTU
 TA77R90 Diesel 80K BTU
 TA77R120 Diesel 110k BTU
 Amerex AFSS
 Electric Roller Curtain Sign (Front and Side)
 Apollo DVR
 Twin Vision LED Dest Signs
 Stop Request System
 Pentex Alternator
 Intermotive road Speed Limiter
 Sportworks Bike Rack
 Automatic Stop/Start
 AM/FM CD
 Kidde AFSS and Methane Detector
 Cruise Control
 8D Battery
 Main Treasury One Farebox
 Luminator Front and Side Dest Signs, Vista
 DIALIGHT LED Exterior Lights
 DIALIGHT LED Interior Lights
 Overhead Luggage rack
 Tow Hooks
 Incandescent Lights Credit
 Intermotive Brake Max
 Transfer Cutter
 OEM Drivers Seat
 Rubber Floor
 Manual Ext Mirrors
 Level 1 fabric or vinyl seat credit
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 USSC Fogmaker Fire Suppression
 Velvac Mirrors
 Delivery Charge per mile past 100
 Maxon Lift
 Largest avail gas engine (INT)
 USSC G2 E Seat
 CrossOver Mirror
 OEM Exterior Mirrors Credit
 Freedman Docket 90 cloth (per seat)
 BAF CNG System ILO IMPCO

\$	1,400	\$1,428
\$	1,950	\$1,988
\$	1,775	\$1,810
\$	2,300	\$2,345
\$	4,125	\$4,206
\$	1,750	\$1,784
\$	4,600	\$4,691
\$	5,200	\$5,302
\$	725	\$739
N/A		
\$	725	\$739
\$	1,850	\$1,886
\$	725	\$739
Standard		
\$	4,525	\$4,614
Standard		
\$	425	\$433
\$	1,400	\$1,428
\$	3,800	\$3,875
\$	625	\$637
\$	495	\$505
\$	1,350	\$1,377
Front Standard		
\$	(175)	-\$178
\$	775	\$790
\$	98	\$100
\$	(400)	-\$408
\$	(100)	-\$102
\$	(325)	-\$331
\$	(25)	-\$25
\$	(10)	-\$10
N/A		
\$	2,875	\$2,932
N/A		
\$	1.50	\$2
\$	625	\$637
N/A		
Standard		
\$	175	\$178
N/A		
\$	30	\$31
\$	3,000	\$3,059

Amerex AFSS
 Electric Roller Curtain Sign (Front and Side)
 Apollo DVR
 Twin Vision LED Dest Signs
 Stop Request System
 Pentex Alternator
 Intermotive road Speed Limiter
 Sportworks Bike Rack
 Automatic Stop/Start
 AM/FM CD
 Kidde AFSS and Methane Detector
 Cruise Control
 8D Battery
 Main Treasury One Farebox
 Luminator Front and Side Dest Signs
 DIALIGHT LED Exterior Lights
 DIALIGHT LED Interior Lights
 Overhead Luggage rack
 Tow Hooks
 Incandescent Lights Credit
 Intermotive Brake Max
 Transfer Cutter
 OEM Drivers Seat
 Rubber Floor
 Manual Ext Mirrors
 Level 1 fabric or vinyl seat credit
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 USSC Fogmaker Fire Suppression
 Velvac Mirrors
 Delivery Charge per mile past 100
 Maxon Lift
 Largest avail gas engine (INT)
 USSC G2 E Seat
 CrossOver Mirror
 OEM Exterior Mirrors Credit
 Freedman Docket 90 cloth (per seat)
 Eaton Hybrid Electric Diesel-IC
 54 GGE CNG

\$5,000.00	\$5,099
\$1,975.00	\$2,014
\$4,500.00	\$4,589
\$4,500.00	\$4,589
\$1,250.00	\$1,275
Not Available	
\$975.00	\$994
\$1,900.00	\$1,937
\$975.00	\$994
Standard	
\$6,500.00	\$6,628
\$0.00	\$0
Not Available	
\$1,290.00	\$1,315
\$4,200.00	\$4,283
\$1,100.00	\$1,122
\$850.00	\$867
\$2,400.00	\$2,447
\$90.00	\$92
\$0.00	\$0
\$875.00	\$892
\$225.00	\$229
\$0.00	\$0
\$0.00	\$0
-\$250.00	-\$255
-\$25.00	-\$25
-\$10.00	-\$10
\$750.00	\$765
\$3,850.00	\$3,926
\$175.00	\$178
\$2.00	\$2
\$0.00	\$0
-\$1,200.00	-\$1,224
Standard	
\$125.00	\$127
-\$250.00	-\$255
\$30.00	\$31
\$55,000.00	\$56,084
\$24,500.00	\$24,983

Mobilite
 DL2
 1 Vault
 Vista
 (8) Lights
 F550 Only
 When Available
 F550

Creative Champion

CLASS E-LF
Length

Yr 1	
No Bid	
\$142,149.00	\$144,949
No Bid	

Creative Champion

E-FRT
Length

Yr 1	
27'	\$119,297.00 \$121,647
29'	\$122,023.00 \$124,427
32'	\$122,038.00 \$124,442
35'	\$130,821.00 \$133,398
38'	\$134,796.00 \$137,451

Eldorado

E-F 550
Length

Yr 1	
27.5'	71,871 73,287
30'	75,191 76,672
32.5'	77,201 78,722

Eldorado

E-INT
Length

Yr 1		
25'	80,427 82,011	27.5'
27'	82,249 83,869	30'
29'	84,300 85,961	32.5'
32'	86,885 88,597	35'
32'	110,023 112,190	
35'	No Bid	
38'	No Bid	

Optional Features

- Freedman Foldaway Seat (double)
- 34-26" Flip Seat
- 17-18" Flip Seat
- Reclining Seats
- Child Seat Freedman ICI
- Roof Vent
- Add Mobility Aid Position
- HELP Bumper
- Seat delete credit
- Locking rear door w alarm
- Removable fuel access plate (Gas)
- Removable fuel access plate (Diesel)
- Locking Fuel Door (Gas)
- Locking Fuel Door (Diesel)
- Armored Marker Lights
- Brake retarder
- Diesel Option (For F-550)
- CNG Option
- Upgraded AC
- TA77R90 80kBTU
- TA77R120 110k BTU
- TA77R90 Diesel 80K BTU
- TA77R120 Diesel 110k BTU
- Amerex AFSS
- Electric Roller Curtain Sign (Front and Side)

Yr 1	
\$1,050.00	\$1,071
\$945.00	\$964
\$445.00	\$454
\$40.00	\$41
\$880.00	\$897
\$495.00	\$505
\$795.00	\$811
Price When Available	
-\$85.00	-\$87
\$775.00	\$790
\$100.00	\$102
\$100.00	\$102
\$150.00	\$153
\$150.00	\$153
\$0.00	\$0
\$9,750.00	\$9,942
\$6,950.00	\$7,087
\$23,000.00	\$23,453
Price Per System	
\$1,200.00	\$1,224
\$2,400.00	\$2,447
\$1,200.00	\$1,224
\$2,400.00	\$2,447
\$5,000.00	\$5,099
\$1,975.00	\$2,014

Mid-Back
ICS

Request for Proposal
 September 30, 2011
 RFP No. 11-03

Apollo DVR	\$4,500.00	\$4,589	
Twin Vision LED Dest Signs	\$4,500.00	\$4,589	Mobilite
Stop Request System	\$1,250.00	\$1,275	
Pentex Alternator	Not Available		
Intermotive road Speed Limiter	\$975.00	\$994	
Sportworks Bike Rack	\$1,900.00	\$1,937	DL2
Automatic Stop/Start	\$975.00	\$994	
AM/FM CD	Standard		
Kidde AFSS and Methane Detector	\$6,500.00	\$6,628	
Cruise Control	\$0.00	\$0	
8D Battery	Not Available		
Main Treasury One Farebox	\$1,290.00	\$1,315	1 Vault
Luminator Front and Side Dest Signs	\$4,200.00	\$4,283	Vista
DIALIGHT LED Exterior Lights	\$1,100.00	\$1,122	
DIALIGHT LED Interior Lights	\$850.00	\$867	(8) Lights
Overhead Luggage rack	\$2,400.00	\$2,447	
Tow Hooks	\$90.00	\$92	
Incandescent Lights Credit	\$0.00	\$0	
Intermotive Brake Max	\$875.00	\$892	
Transfer Cutter	\$225.00	\$229	
OEM Drivers Seat	\$0.00	\$0	
Rubber Floor	\$0.00	\$0	
Manual Ext Mirrors	-\$250.00	-\$255	
Level 1 fabric or vinyl seat credit	-\$25.00	-\$25	
Level 3 fabric or vinyl seat credit	-\$10.00	-\$10	
ADNIK Power Seat base	\$750.00	\$765	F550 Only
USSC Fogmaker Fire Suppression	\$3,850.00	\$3,926	
Velvac Mirrors	\$175.00	\$178	
Delivery Charge per mile past 100	\$2.00	\$2	
Maxon Lift	\$0.00	\$0	
Largest avail gas engine (INT)	-\$1,200.00	-\$1,224	When Available
USSC G2 E Seat	Standard		F550
CrossOver Mirror	\$125.00	\$127	
OEM Exterior Mirrors Credit	-\$250.00	-\$255	
Freedman Docket 90 cloth (per seat)	\$30.00	\$31	
Eaton Hybrid Electric Diesel-IC	\$55,000.00	\$56,084	
54 GGE CNG	\$24,500.00	\$24,983	

Eldorado National

E-LF
Length

Yr 1

No Bid	
189,954	193,696
No Bid	
194,588	198,421

Goshen

E-F 550
Length

Yr 1

27.5'	74,874	76,349
30'	76,935	78,451
32.5'	80,623	82,211

Goshen

CLASS E-INT
Length

Yr 1

25'	80,171	81,750
27'	82,260	83,881
29'	84,860	
32'	86,235	87,934
32'	109,373	111,528
35'	124,866	127,326
38'	127,113	129,617

StarCraft

CLASS E-INT
Length

Yr 1

25'	No Bid	
27'	81,736	83,346
29'	83,694	85,343
32'	85,802	87,492
32'	No Bid	
35'	No Bid	
38'	No Bid	

Optional Features

Freedman Foldaway Seat (double)		
34-26" Flip Seat		
17-18" Flip Seat		
Reclining Seats		
Child Seat Freedman ICI		
Roof Vent		
Add Mobility Aid Position		
HELP Bumper		
Seat delete credit		
Locking rear door w alarm		
Removable fuel access plate (Gas)		
Removable fuel access plate (Diesel)		
Locking Fuel Door (Gas)		
Locking Fuel Door (Diesel)		
Armored Marker Lights		
Brake retarder		
Diesel Option (For F-550)		
CNG Option		
Upgraded AC		
TA77R90 80kBTU		
TA77R120 110k BTU		
TA77R90 Diesel 80K BTU		
TA77R120 Diesel 110k BTU		
Amerex AFSS		
Electric Roller Curtain Sign (Front and Side)		

Yr 1

\$1,050.00	\$1,071
\$945.00	\$964
\$445.00	\$454
\$40.00	\$41
\$880.00	\$897
\$495.00	\$505
\$795.00	\$811
Price When Available	
-\$85.00	-\$87
\$775.00	\$790
\$100.00	\$102
\$100.00	\$102
\$150.00	\$153
\$150.00	\$153
\$0.00	\$0
\$9,750.00	\$9,942
\$6,950.00	\$7,087
\$23,000.00	\$23,453
Price Per System	
\$1,200.00	\$1,224
\$2,400.00	\$2,447
\$1,200.00	\$1,224
\$2,400.00	\$2,447
\$5,000.00	\$5,099
\$1,975.00	\$2,014

Mid-Back
ICS

40gge

Yr 1

\$1,050.00	\$1,071
\$945.00	\$964
\$445.00	\$454
\$40.00	\$41
\$880.00	\$897
\$495.00	\$505
\$795.00	\$811
Price When Available	
-\$85.00	-\$87
\$775.00	\$790
\$100.00	\$102
\$100.00	\$102
\$150.00	\$153
\$150.00	\$153
\$0.00	\$0
\$9,750.00	\$9,942
\$6,950.00	\$7,087
\$23,000.00	\$23,453
Price Per System	
\$1,200.00	\$1,224
\$2,400.00	\$2,447
\$1,200.00	\$1,224
\$2,400.00	\$2,447
\$5,000.00	\$5,099
\$1,975.00	\$2,014

Apollo DVR
 Twin Vision LED Dest Signs
 Stop Request System
 Pentex Alternator
 Intermotive road Speed Limiter
 Sportworks Bike Rack
 Automatic Stop/Start
 AM/FM CD
 Kidde AFSS and Methane Detector
 Cruise Control
 8D Battery
 Main Treasury One Farebox
 Luminator Front and Side Dest Signs
 DIALIGHT LED Exterior Lights
 DIALIGHT LED Interior Lights
 Overhead Luggage rack
 Tow Hooks
 Incandescent Lights Credit
 Intermotive Brake Max
 Transfer Cutter
 OEM Drivers Seat
 Rubber Floor
 Manual Ext Mirrors
 Level 1 fabric or vinyl seat credit
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 USSC Fogmaker Fire Suppression
 Velvac Mirrors
 Delivery Charge per mile past 100
 Maxon Lift
 Largest avail gas engine (INT)
 USSC G2 E Seat
 CrossOver Mirror
 OEM Exterior Mirrors Credit
 Freedman Docket 90 cloth (per seat)
 Eaton Hybrid Electric Diesel-IC
 54 GGE CNG

\$4,500.00	\$4,589
\$4,500.00	\$4,589
\$1,250.00	\$1,275
Not Available	
\$975.00	\$994
\$1,900.00	\$1,937
\$975.00	\$994
Standard	
\$6,500.00	\$6,628
\$0.00	\$0
Not Available	
\$1,290.00	\$1,315
\$4,200.00	\$4,283
\$1,100.00	\$1,122
\$850.00	\$867
\$2,400.00	\$2,447
\$90.00	\$92
\$0.00	\$0
\$875.00	\$892
\$225.00	\$229
\$0.00	\$0
\$0.00	\$0
-\$250.00	-\$255
-\$25.00	-\$25
-\$10.00	-\$10
\$750.00	\$765
\$3,850.00	\$3,926
\$175.00	\$178
\$2.00	\$2
\$0.00	\$0
-\$1,200.00	-\$1,224
Standard	
\$125.00	\$127
-\$250.00	-\$255
\$30.00	\$31
\$55,000.00	\$56,084
\$24,500.00	\$24,983

Mobilite

DL2

1 Vault

Vista

(B) Lights

F550 Only

When Available

F550

\$4,500.00	\$4,589
\$4,500.00	\$4,589
\$1,250.00	\$1,275
Not Available	
\$975.00	\$994
\$1,900.00	\$1,937
\$975.00	\$994
Standard	
\$6,500.00	\$6,628
\$0.00	\$0
Not Available	
\$1,290.00	\$1,315
\$4,200.00	\$4,283
\$1,100.00	\$1,122
\$850.00	\$867
\$2,400.00	\$2,447
\$90.00	\$92
\$0.00	\$0
\$875.00	\$892
\$225.00	\$229
\$0.00	\$0
\$0.00	\$0
-\$250.00	-\$255
-\$25.00	-\$25
-\$10.00	-\$10
\$750.00	\$765
\$3,850.00	\$3,926
\$175.00	\$178
\$2.00	\$2
\$0.00	\$0
-\$1,200.00	-\$1,224
Standard	
\$125.00	\$127
-\$250.00	-\$255
\$30.00	\$31
	\$0
	\$0

Creative Bus Champion

Length/Capacity/Capacity+WC Class G

21'/15/13+1
23'/19/13+2
26'/23/17+2
28'/22/18+2
26'/18/12+2

Length/Capacity/Capacity+WC Class F

26'/20/14+2
28'/23/17+2
26'/14+2
26'/16+2

Optional Features

Freedman Foldaway Seat
34"-36" Freedman Flip Seat
17"-18" Freedman Flip Seat
Child Seat
Roof Vents
Additional Mobility Aid positions (w/tie downs)
HELP Front bumper
Credit for seat delete
Locking rear door w/alarm
Removable diamond floor access plate
Locking fuel door
Armored Marker lights and side turn signal
RECARO SHS Drivers Seat
USSC G2E Drivers Seat
Telma Driveline Brake Retarder
Raised Floor
Mor-RYD Suspension'
Hybrid
CNG*
Amerex Fire Suppression
Electric Roller Curtain Sign (Front and Side)
Apollo 250 GB DVR w/ GPS (4 camera)
Twin Vision Front and Side LED
Passenger Stop Request System w/ stop request sign
Pentex 200 Amp Alternator
RoadSpeed Limiter
Transmission Driver compressor
Engine Driven Air Compressor for suspension
Sportworks bike rack (black 2 bike)
Automatic Stop/Start System
High Quality AM/FM CD Radio, 4-speaker inst.

**Creative Bus
Champion**

No Bid
No Bid
No Bid
No Bid
\$95,164.00
No Bid
No Bid
\$98,963.00
\$102,893.00

\$1,050.00
\$945.00
\$445.00
\$880.00
\$495.00
\$795.00
\$985.00
-\$85.00
\$775.00
\$100.00
\$150.00
\$0.00
\$1,190.00
\$990.00
\$8,450.00
Not Available
Not Available
Not Available
\$23,300.00
\$5,000.00
\$1,975.00
\$4,500.00
\$4,980.00
\$1,250.00
Not Available
\$975.00
Priced When Available
\$0.00
\$1,900.00
\$975.00
Std. Per Spec

**Creative Bus
Eldorado**

\$105,571.00
\$102,037.00
No Bid
\$103,966.00

\$1,050.00	\$1,050.00
\$945.00	\$945.00
\$445.00	\$445.00
\$880.00	\$880.00
\$495.00	\$495.00
\$795.00	\$795.00
\$985.00	\$985.00
-\$85.00	-\$85.00
\$775.00	\$775.00
\$100.00	\$100.00
\$150.00	\$150.00
\$0.00	\$0.00
\$1,190.00	\$1,190.00
\$990.00	\$990.00
\$8,450.00	\$8,450.00
Not Available	Not Available
Not Available	Not Available
Not Available	Not Available
\$23,300.00	\$23,300.00
\$5,000.00	\$5,000.00
\$1,975.00	\$1,975.00
\$4,500.00	\$4,500.00
\$4,980.00	\$4,980.00
\$1,250.00	\$1,250.00
Not Available	Not Available
\$975.00	\$975.00
Priced When Available	Priced When Available
\$0.00	\$0.00
\$1,900.00	\$1,900.00
\$975.00	\$975.00
Std. Per Spec	Std. Per Spec

**Creative Bus
Goshen**

21'/15/13+1
23'/19/13+2
26'/23/17+2
28'/22/18+2

26'/20/14+2
28'/23/17+2

Freedman Foldaway Seat
34"-36" Freedman Flip Seat
17"-18" Freedman Flip Seat
Child Seat
Roof Vents
Additional Mobility Aid positions (w/tie downs)
HELP Front bumper
Credit for seat delete (Per Passenger)
Locking rear door w/alarm
Removable diamond floor access plate
Locking fuel door
Armored Marker lights and side turn signal
RECARO SHS Drivers Seat
USSC G2E Drivers Seat
Telma Driveline Brake Retarder
Raised Floor
Mor-RYD Suspension
Hybrid
CNG 34GGE*
CNG 50 GGE*
CNG 58 GGE*
Amerex Fire Suppression
Electric Roller Curtain Sign (Front and Side)
Apollo 250 GB DVR w/ GPS (4 camera)
Twin Vision Front and Side LED
Passenger Stop Request System w/ stop request
Pentex 200 Amp Alternator / KEI SC-240 Amp
RoadSpeed Limiter
Transmission Driver compressor
Engine Driven Air Compressor for suspension
Sportworks bike rack (black 2 bike)

Mobilite

DL2

Kidde Automatic Fire Supression w/Methane
 Cruise Control
 Dialight Exterior LED
 Dialight Interior LED
 Delivery charge per mile past 100
 Level 1 vinyl or fabric credit per seat
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 OEM Exterior Mirrors Credit
 Thermo King SLR roof mount AC
 Freedman Docket 90 cloth (per seat)

\$6,500.00
\$0.00
\$1,100.00
\$650.00
\$2.00
-\$25.00
-\$10.00
\$750.00
-\$250.00
\$950.00
\$30.00

\$6,500.00	\$6,500.00
\$0.00	\$0.00
\$1,100.00	\$1,100.00
\$650.00	\$650.00
\$2.00	\$2.00
-\$25.00	-\$25.00
-\$10.00	-\$10.00
\$750.00	\$750.00
-\$250.00	-\$250.00
\$950.00	\$950.00
\$30.00	\$30.00

6 Only

Automatic Stop/Start System
 High Quality AM/FM CD Radio, 4-speaker inst.
 Kidde Automatic Fire Supression w/Methane (S)
 Cruise Control
 Dialight Exterior LED
 Dialight Interior LED
 Delivery charge per mile past 100
 Level 1 vinyl or fabric credit per seat
 Level 3 fabric or vinyl seat credit
 ADNIK Power Seat base
 OEM Exterior Mirrors Credit
 Thermo King SLR roof mount AC
 Freedman Docket 90 cloth (per seat)

Purchasing Schedule Effective

AZ Bus
ARBOC
\$109,643
\$115,796
\$118,252
\$119,344

No Bid
No Bid

\$980
\$775
\$446
\$806
\$350
\$990
N/A
-\$160
\$825
STD
\$125
\$125
\$975
\$925
\$8,250
N/A
N/A
\$48,125
\$28,950
\$32,875
\$35,675
\$2,800
N/A
\$4,600
\$4,925
\$875
\$925 / \$950
\$975
N/A
STD
\$1,850

AZ Bus	AZ Bus	Needs Altoona and
Glaval	Glaval	
21'/15/13+1	No Bid	
23'/19/13+2	\$107,903	
26'/23/17+2	\$108,984	
28'/22/18+2	\$109,901	
26'/20/14+2	No Bid	
28'/23/17+2	No Bid	

Freedman Foldaway Seat	\$ 975
34"-36" Freedman Flip Seat	\$ 650
17"-18" Freedman Flip Seat	\$ 450
Child Seat	\$ 795
Roof Vents	\$ 375
Additional Mobility Aid positions (w/tie downs)	\$ 625
HELP Front bumper	\$ 925
Credit for seat delete	\$ (125)
Locking rear door w/alarm	\$ 625
Removable diamond floor access plate	\$ 110
Locking fuel door	\$ 75
Armored Marker lights and side turn signal	\$ 225
RECARO SHS Drivers Seat	\$ 985
USSC G2E Drivers Seat	\$ 975
Telma Driveline Brake Retarder	N/A
Raised Floor	N/A
Mor-RYD Suspension'	N/A
Hybrid	N/A
CNG	\$ 35,675
Amerex Fire Suppression	\$ 4,125
Electric Roller Curtain Sign (Front and Side)	\$ 1,750
Apollo 250 GB DVR w/ GPS (4 camera)	\$ 4,600
Twin Vision Front and Side LED	\$ 5,200
Passenger Stop Request System w/ stop request sign	\$ 725
Pentex 200 Amp Alternator	Standard
RoadSpeed Limiter	\$ 725
Transmission Driver compressor	N/A
Engine Driven Air Compressor for suspension	Standard
Sportworks bike rack (black 2 bike)	\$ 1,850
Automatic Stop/Start System	\$ 725
High Quality AM/FM CD Radio, 4-speaker inst.	Standard

Creative Bus Champion	Creative Bus Champion
Length/Cap	Length/Cap
21'/15/13+1	No Bid
23'/19/13+2	No Bid
26'/23/17+2	No Bid
28'/22/18+2	No Bid
26'/18/12+2	\$97,039
Length/Cap	Length/Cap
26'/20/14+2	No Bid
28'/23/17+2	No Bid
26'/14+2	100,913
26'/16+2	104,920
Optional Features	

Freedman Foldaway Seat	1,071
34"-36" Freedman Flip Seat	964
17"-18" Freedman Flip Seat	454
Child Seat	897
Roof Vents	505
Additional Mobility Aid positions (w/tie downs)	811
HELP Front bumper	1,004
Credit for seat delete	-87
Locking rear door w/alarm	790
Removable diamond floor access plate	102
Locking fuel door	153
Armored Marker lights and side turn signal	0
RECARO SHS Drivers Seat	1,213
USSC G2E Drivers Seat	1,010
Telma Driveline Brake Retarder	8,616
Raised Floor	
Mor-RYD Suspension'	
Hybrid	
CNG*	23,759
Amerex Fire Suppression	5,099
Electric Roller Curtain Sign (Front and Side)	2,014
Apollo 250 GB DVR w/ GPS (4 camera)	4,589
Twin Vision Front and Side LED	5,078
Passenger Stop Request System w/ stop request sign	1,275
Pentex 200 Amp Alternator	
RoadSpeed Limiter	994
Transmission Driver compressor	
Engine Driven Air Compressor for suspension	0
Sportworks bike rack (black 2 bike)	1,937
Automatic Stop/Start System	994
High Quality AM/FM CD Radio, 4-speaker inst.	

Creative Bus Year 1 Pricing	
Eldorado	
	107,651

	1,071
	964
	454
	897
	505
	811
	1,004
	-87
	790
	102
	153
	0
	1,213
	1,010
	8,616
	23,759
	5,099
	2,014
	4,589
	5,078
	1,275
	Not Available
	994
	Priced When Available
	0
	1,937
	994

\$950
INC
\$4,900
STD
\$825
\$800
\$1.50
-\$25
-\$15
\$425
N/A
\$2,900
\$25

Kidde Automatic Fire Supression w/Methane
Cruise Control
Dialight Exterior LED
Dialight Interior LED
Delivery charge per mile past 100
Level 1 vinyl or fabric credit per seat
Level 3 fabric or vinyl seat credit
ADNIK Power Seat base
OEM Exterior Mirrors Credit
Thermo King SLR roof mount AC
Freedman Docket 90 cloth (per seat)

\$ 4,525
Standard
\$ 625
\$ 495
\$ 1.50
\$ (25)
\$ 425
N/A
N/A
\$ 30

Kidde Automatic Fire Supression w	6,628
Cruise Control	0
Dialight Exterior LED	1,122
Dialight Interior LED	663
Delivery charge per mile past 100	2
Level 1 vinyl or fabric credit per se	-25
Level 3 fabric or vinyl seat credit	-10
ADNIK Power Seat base	765
OEM Exterior Mirrors Credit	-255
Thermo King SLR roof mount AC	969
Freedman Docket 90 cloth (per se	31

6,628
0
1,122
663
2
-25
-10
765
-255
969
31

March 23, 2014

Creative Bus
Goshen

AZ Bus Year 1 Pricing
ARBOC

AZ Bus Year 1 Pricing
Glaval

21'/15/13+1	111,803
23'/19/13+2	118,077
26'/23/17+2	120,582
28'/22/18+2	121,695

21'/15/13+1	No Bid
23'/19/13+2	110,029
26'/23/17+2	111,131
28'/22/18+2	112,066

104,047
106,014
0
0
0
1,071
964
454
897
505
811
1,004
-87
790
102
153
0
1,213
1,010
8,616
23,759
5,099
2,014
4,589
5,078
1,275
994
0
1,937
994

26'/20/14+2	No Bid
28'/23/17+2	No Bid

26'/20/14+2	No Bid
28'/23/17+2	No Bid

Freedman Foldaway Se	999
34"-36" Freedman Flip	790
17"-18" Freedman Flip	455
Child Seat	822
Roof Vents	357
Additional Mobility Aid	1,010
HELP Front bumper	
Credit for seat delete (-163
Locking rear door w/al	841
Removable diamond floor access plate	
Locking fuel door	127
Armored Marker lights	127
RECARO SHS Drivers Se	994
USSC G2E Drivers Seat	943
Telma Driveline Brake	8,413
Raised Floor	
Mor-RYD Suspension	
Hybrid	49,073
CNG 34GGE*	29,520
CNG 50 GGE*	33,523
CNG 58 GGE*	36,378
Amerex Fire Suppressi	2,855
Mobilite Electric Roller Curtain Sign (Front and Side)	
Apollo 250 GB DVR w/	4,691
Twin Vision Front and	5,022
Passenger Stop Reque	892
Pentex 200 Amp Alternator / KEI SC-240 Amp	
RoadSpeed Limiter	994
DL2 Transmission Driver compressor	
Engine Driven Air Compressor for suspension	
Sportworks bike rack (1,886

Freedman Foldaway Seat	
34"-36" Freedman Flip Seat	
17"-18" Freedman Flip Seat	
Child Seat	
Roof Vents	
Additional Mobility Aid positions (w/tie downs)	
HELP Front bumper	
Credit for seat delete	
Locking rear door w/alarm	
Removable diamond floor access plate	
Locking fuel door	
Armored Marker lights and side turn signal	
RECARO SHS Drivers Seat	
USSC G2E Drivers Seat	
Telma Driveline Brake Retarder	
Raised Floor	
Mor-RYD Suspension ¹	
Hybrid	
CNG	
Amerex Fire Suppression	
Electric Roller Curtain Sign (Front and Side)	
Apollo 250 GB DVR w/ GPS (4 camera)	
Twin Vision Front and Side LED	
Passenger Stop Request System w/ stop request sign	
Pentex 200 Amp Alternator	
RoadSpeed Limiter	
Transmission Driver compressor	
Engine Driven Air Compressor for suspension	
Sportworks bike rack (black 2 bike)	
Automatic Stop/Start System	
High Quality AM/FM CD Radio, 4-speaker inst.	

994
663
459
811
382
637
943
-127
637
112
76
229
1,004
994
36,378
4,206
1,784
4,691
5,302
739
739
1,886
739

6,628
0
1,122
663
2
-25
-10
765
-255
969
31

6 Only

Automatic Stop/Start S	969
High Quality AM/FM CD Radio, 4-speaker inst.	
Kidde Automatic Fire S	4,997
Cruise Control	
Dialight Exterior LED	841
Dialight Interior LED	816
Delivery charge per mi	2
Level 1 vinyl or fabric c	-25
Level 3 fabric or vinyl s	-15
ADNIK Power Seat bas	433
OEM Exterior Mirrors Credit	
Thermo King SLR roof	2,957
Freedman Docket 90 c	25

Kidde Automatic Fire Supression w/Methane	
Cruise Control	
Dialight Exterior LED	
Dialight Interior LED	
Delivery charge per mile past 100	
Level 1 vinyl or fabric credit per seat	
Level 3 fabric or vinyl seat credit	
ADNIK Power Seat base	
OEM Exterior Mirrors Credit	
Thermo King SLR roof mount AC	
Freedman Docket 90 cloth (per seat)	

4,614
637
505
2
-25
-10
433
NA
NA
31

Appendix B: Visual Inspection and Road Test Forms

Guide for Inspection:
The Following Items Should Be Inspected
on Every Coach of Each Order

Coach Manufacturer _____
Coach Number _____
Test Location _____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR/ DATE	REMARKS/NOTES
Curb Weight	Maximum curb weight of lb.	Measure on certified scale	Weight		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass/Fail		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass/Fail		
Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass/Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass/Fail		
Door Control	Opening time of sec.	Verify door opening time frame	Pass/Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass/Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass/Fail		
Fuel Tank	Fill rate and filler location	Inspect filler for easy access and check fill rate	Pass/Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts	Pass/Fail		
Electrical	Wiring and junction boxes	Inspect for loose or stretched	Pass/Fail		

Request for Proposal
September 30, 2011
RFP No. 11-03

		wires			
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass/Fail		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass/Fail		
Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass/Fail		

SAMPLE ROAD TEST SHEET

Guide for Inspection:
The Following Items Should Be Inspected
on Every Coach of Each Order

Coach Manufacturer _____
Coach Number _____
Test Location _____

ITEM	REQUIREMENT	INSPECTION INSTRUCTION	RESULT	INSPECTOR /DATE	REMARKS/ NOTES
Engine	N/A	Record low idle, fast idle, and high idle speeds	Low Fast High		
Service Brakes	Stopping distance	Verify function and indicator, check for pulling to either side	Pass/Fail		
Parking Brake	N/A	Verify indicator, and no movement	Pass/Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass/Fail		
Turning Radius	Not to exceed at corner of body	Verify turning radius in both directions	Pass/Fail		
Acceleration	rate from 0 to mph	Verify acceleration on smooth road	Pass/Fail		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass/Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass/Fail		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for	Pass/Fail		

Request for Proposal
 September 30, 2011
 RFP No. 11-03

		abnormal noises			
HVAC	Interior temperature	Operate system, check internal and ambient temp.	Int. Amb.		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake interlocks with door open	Pass/Fail		
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass/Fail		

Signature of Inspector

Date

Appendix C, CalTrans Vehicle Inspection Report



FTA SECTION 5311
VEHICLE INSPECTION REPORT

AGENCY INFORMATION

1. Date of Agency Inspection _____ Date of last Agency Inspection _____
2. Agency Name _____
3. Address _____
4. City/State/Zip Code _____
5. On-site Contact Person _____ Phone _____
6. Cell phone Number _____ Email Address _____ Fax _____

VEHICLE INFORMATION

7. Date of Last CHP Inspection* _____ Reviewed CHP Report
**(indicate N/A if grantee is not required to undergo CHP inspections)*
8. CHP Terminal Rating _____
9. Where are the vehicles stored? _____
10. License No. _____ 10a. Year/Make/Model _____
11. Odometer Reading _____ 11a. Standard Agreement No. _____
12. VIN No. _____

VEHICLE CONDITION

13. Exterior: Excellent Good Average Poor Comments _____
14. Interior: Excellent Good Average Poor Comments _____
15. Body Damage: Yes No If Yes, describe?

Are the following operational? Indicate Yes or No. Space for additional comments is provided on page 2, item # 28.

16. Turn Signals/Hazard Yes No

17. Headlights Yes No

18. Windshield Wipers Yes No

19. Tires (condition) _____

20. Brake Lights Yes No
 No

21. Backup Lights/ Backup Sound Yes

22. Air conditioner Yes No

23. Heater Yes No

24. Stepwell Light Floor Yes No
 Current) _____

25. Fire Extinguisher Yes No (Date

26. First Aid Kit Yes No

27. Emergency Triangles Yes No

28. Overall comments on vehicle condition: _____

1.1.1.1.1 ACCESSIBILITY EQUIPMENT

29. Wheelchair Lift or Ramp (circle one)

29a. Indicate make of Lift or Ramp _____

29b. Is the lift or ramp operational Yes No

If no, describe problem: _____

Are the following operational? Indicate Yes or No.

29c. Interlock System Yes No 29d. Wheelchair Lift Light Yes No 29e. Tiedowns
 Yes No

29f. Number of Tiedown Positions _____ 29g. Number of Tiedowns _____ 29h.. Conditon of Tiedowns

30. Comments on accessibility equipment: _____

MISCELLANEOUS

31. Number of Seats _____
 No _____

31a. Seatbelts Yes

(Condition)
 32. Radio Equipped Yes No

33. Cellular Phone Yes No

34. Have any modifications been made to the vehicle? Yes No If yes, please explain: _____

Request for Proposal
September 30, 2011
RFP No. 11-03

34a. If so, did you receive Caltrans approval? Yes No _____

35. Is vehicle lettered with name of organization or logo per California Vehicle Code? Yes No If no, please explain.

36. If the bus or lowered floor mini-van is 1988 or newer, was it purchased in accordance with the Federal Bus Testing Law (49 CFR, Part 665)? Yes No If no, please explain. _____

Agency Representative: _____

Date: _____

DTR: _____

Date: _____

Appendix D, References

SAE #	Title	Date Published
J10	– Methods of Test for Paints - Part J10: Determination of Deposition Efficiency of Coating Powders	– Sep 15, 1998
– J211	– Instrumentation for Impact Test—Part 2: Photographic Instrumentation	– May 1, 2001
– J287	– Driver Hand Control Reach	– Feb 1, 2007
– J366	– Exterior Sound Level for Heavy Trucks and Buses	– Feb 1, 1987
– J382	– Windshield Defrosting Systems Performance Requirements - Trucks, Buses, and Multipurpose Vehicles.	– Jan 1, 1994
– J534	– Lubrication Fittings	– May 1, 2008
– J537	– Storage Batteries	– Sep 1, 2000
– J541	– Voltage Drop for Starting Motor Circuits	– Oct 1, 1996
– J587	– License Plate Illumination Devices (Rear Registration Plate Illumination Devices)	– Sep 1, 2003
– J593	– Backup Lamps (Reversing Lamps)	– Sep 1, 2005
– J673	– Automotive Safety Glasses	– Oct 1, 2005
– J680	– Location and Operation of Instruments and Controls in Motor Truck Cabs, Recommended Practice	– Sep 1, 1988
– J686	– Motor Vehicle License Plates	– Oct 1, 1999
– J689	– Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles—Passenger Car and Light Truck	– Aug 1, 2009
– J833	– Human Physical Dimensions	– May 1, 2003
– J844	– Nonmetallic Air Brake System Tubing	– Nov 1, 2004
– J941	– Motor Vehicle Drivers' Eye Locations	– Mar 1, 2010
– J994	– Alarm—Backup—Electric Laboratory Performance Testing	– Mar 1,

Request for Proposal
September 30, 2011
RFP No. 11-03

		2009
– J1050	– Describing and Measuring the Driver's Field of View	– Jan 1, 2003
– J1113	– Electromagnetic Compatibility Component Test Procedure Part 42, Conducted Transient Emissions	– Oct 1, 2006
– J1127	– Low Voltage Battery Cable	– Mar 1, 2010
– J1128	– Low Voltage Primary Cable	– Dec 1, 2005
– J1149	– Metallic Air Brake System Tubing and Pipe	– Aug 1, 2007
– J1292	– Automobile and Motor Coach Wiring	– Jan 1, 2008
– J1455	– Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications	– Jun 1, 2006
– J1587	– Joint SAE/TMC Electronic Data Interchange between Microcomputer Systems in Heavy-Duty Vehicle Applications, Recommended Practice	– Jan 1, 1996
– J1708	– Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications	– Oct 1, 2008
– J1986	– Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations	– Jan 1, 2006
– J1939	– Data Link Layer	– Dec 1, 2006
– J1995	– Engine Power Test Code - Spark Ignition and Compression Ignition - Gross Power Rating, Standard;	– Jun 1, 1990
– J2402	– Road Vehicles—Symbols for Controls, Indicators, and Tell-tales	– Jan 1, 2010
– J2711	– Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles	– Sept 1, 2002

Appendix E, Abbreviation and Acronyms

A/C	air conditioning
ABS	anti-lock braking system
AC	alternating current
ACQ	alkaline copper quaternary
ADA	Americans with Disabilities Act
Ah	amp hour
ALR	auto-locking retractor
APA	The Engineered Wood Association, formerly the American Plywood Association
APC	automatic passenger counter
APTA	American Public Transportation Association
ASTM	ASTM International, formerly the American Society for Testing and Materials
ATC	automatic traction control
AVL	automatic vehicle location
AWG	American Wire Gauge
BAFO	Best and Final Offer
BMS	Battery Management System
BRT	bus rapid transit
CARB	California Air Resources Board
CCS	climate control system
CCTV	closed-circuit television
cfm	cubic feet per minute
CGA	Compressed Gas Association
CNG	compressed natural gas
dB	decibel
DBE	disadvantaged business enterprise
DC	direct current
DDU	driver display unit
DEF	diesel exhaust fluid
DOT	Department of Transportation
DPF	diesel particulate filter
ECM	Engine Control and Monitoring
ECS	emission control system
ELR	emergency locking retractor
EMI	electromagnetic interference
EPA	Environmental Protection Agency
ESS	energy storage system
FEA	Finite Element Analysis
FEMA	failure mode effects analysis
FMCSA	Federal Motor Carrier Safety Administration
FMCSR	Federal Motor Carrier Safety Regulations
FMVSS	Federal Motor Vehicle Safety Standards
FTA	Federal Transit Administration
GAWR	gross axle weight rated

GPS	global positioning system
GVW	gross vehicle weight
GVWR	gross vehicle weight rated
H-point	hip-point
HDS	hybrid drive system
HMI	human-machine interface
HSC	hybrid system controller
HV	high voltage
HVAC	heating, ventilation and air conditioning
I/O	input/output
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
LEL	LED emergency light
LV	low voltage
mA	milliampere
MDT	mobile data terminal
MPa	mega-Pascal
NC	normally closed
NFPA	National Fire Protection Association
NGV	natural gas vehicle
NOx	nitrogen oxide
NO	normally open
NTP	notice to proceed
OEM	original equipment manufacturer
OSI	Open Systems Interconnect
PA	public address
PMO	project management oversight
PPU	primary propulsion unit
PPU	prime power unit
PPV	price per vehicle
PRD	pressure relief device
psi	pounds per square inch
RF	radio frequency
RFI	radio frequency interference
RTC	real-time clock
SAE	SAE International, formerly the Society of Automotive Engineers
scf	standard cubic feet
SLW	seated load weight
SOC	state of charge
UL	Underwriters Laboratories
UNECE	United Nations Economic Commission for Europe
VDC	volts of direct current
Wh	watt-hours
VIN	vehicle information number

MBTA CONTRACT # 11-03 CBS

AGREEMENT REGARDING PURCHASE OF PARATRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on May 10, 2012 between and among **CREATIVE BUS SALES, INC.**, a California corporation, with its principal place of business located at 13501 Benson Street, Chino, California California ("SELLER"), and **MORONGO BASIN TRANSIT AUTHORITY ("MBTA")**. SELLER and MBTA may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, MBTA, by its Request for Proposals #011-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on December 14, 2011 for the purchase of Paratransit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

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

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

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

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

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

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

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

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

referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #11-03 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES manufactured by Braun, Champion, Eldorado, Goshen and StarCraft as more particularly described in RFP #11-03 (attached hereto as Exhibit "B") to any and all CalAct/MBTA participants who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #11-03 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #11-03.

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

5. **PAYMENT BY COOPERATIVE PARTICIPANTS.** SELLER shall collect payment from CalAct/MBTA participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #11-03, Section SP 9.1 and 9.2.

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

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

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

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

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

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

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

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

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

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

16. WARRANTY. The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP 11-03 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

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

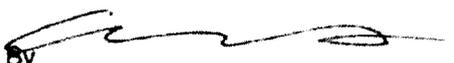
18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

MBTA: Joe Meer
General Manager
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

SELLER: Anthony Matijevitch
President
Creative Bus Sales, Inc.
13501 Benson Avenue
Chino, California

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

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

CREATIVE BUS SALES, INC., a corporation	Morongo Basin Transit Authority
By  Anthony Matijevitch, President	By  Joe Meer, General Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210	CONTACT NAME: Christie Geiger PHONE (A/C No. Ext): (716) 819-5500 FAX (A/C No.): (716) 819-5140 E-MAIL ADDRESS: Christie.Geiger@fnrm.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co</td> <td>19445</td> </tr> <tr> <td>INSURER B: Ins Co State of Pennsylvania</td> <td>19429</td> </tr> <tr> <td>INSURER C: Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co	19445	INSURER B: Ins Co State of Pennsylvania	19429	INSURER C: Charter Oak Fire Insurance Co	25615	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: National Union Fire Ins Co	19445													
INSURER B: Ins Co State of Pennsylvania	19429													
INSURER C: Charter Oak Fire Insurance Co	25615													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Creative Bus Sales, Inc. 13501 Benson Avenue Chino CA 91710														

COVERAGES **CERTIFICATE NUMBER:** 14-15 CBS Main **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	7267170	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Liability <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			X	X	3500644 5873846	7/1/2014
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 10,000			BE 017528082	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		X	018962467 All other states 018962468 CA	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Dealers Inventory			QT 660- 8B190126	7/1/2014	7/1/2015	16,750,000
A	Garagekeepers Legal Liab			3500644	7/1/2014	7/1/2015	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as a primary additional insured with respect to the above liability limit as required by written contract. A waiver of subrogation is included as required by written contract. Per location aggregate applies when required by contract.

CERTIFICATE HOLDER Morongo Basin Transit Authority Office of the General Manager Attention: Mr. Joe Meer 62405 Verbena Road Joshua Tree, CA 92252	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Bonetto/CGEIGE
---	--

**CALIFORNIA PARTICIPATING ADDENDUM WITH CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION (CalACT) & MORONGO BAY TRANSIT AUTHORITY (MBTA) COOPERATIVE AGREEMENT FOR ACCESSIBLE TRANSIT/PARATRANSIT VEHICLES
CREATIVE BUS SALES, INC.
CONTRACT NO. 7-12-23-15-05
ADDENDUM # 1**

1. **Scope:** This Participating Addendum covers the purchase of Accessible Transit/Para transit Vehicles for all State departments and will include all California political subdivisions/local governments. Depending on the contractor's award, as identified in the CalAct/MBTA Cooperative Agreement. A political subdivision (local government) is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision (local government) should make its own determination whether the CalAct/MBTA Cooperative Agreement is consistent with their procurement policies and regulations.
2. **Changes/Adds:** The changes or additions to the products, user instructions, terms and conditions set forth in the signed CalAct/MBTA Cooperative Agreement and Participating Addendum are as follows:
 - a. The State of California, Department of General Services, Procurement Division (DGS/PD) is pleased to execute the attached Addendum No. 1 to extend the contract term for one additional year. State Departments may continue to use the CalAct/MBTA Cooperative Agreement, beginning upon DGS/PD approval signature until March 15, 2015.
 - b. State Departments may continue to use the CalAct/MBTA Cooperative Agreement for all listed product categories and maintenance in accordance with the CalAct/MBTA Cooperative Agreement contract number 7-12-23-15-05 for the following vehicle categories:

Class A, B, C Cutaway	Class E Medium Duty Buses
Class D Minivans	Class F&G Large Cutaway

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum and the Price Agreement together with its exhibits and previous Addendums, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its specifications and previous Addendums shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 to the Participating Addendum as of the date of execution by both parties below:

State of California:
 Signed By: 
 Name: Jim Butler
 Title: Deputy Director
 Date: 4/14/14

Creative Bus Sales:
 Signed By: 
 Name: Anthony Matijevich
 Title: President
 Date: 4-8-14