

Request for Proposal
for Procurement of Raised Roof Modified Vans and Unibody
Construction Moderate Roof Vans
RFP No. 14-01
May 2014

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS

1.1 Purpose of the Procurement and Period of Performance

The purpose of this procurement is to procure Accessible Transit/Paratransit Vehicles.

Valley Village (Agency) is acting as the lead agency for the solicitation. The following agency is a participant in the joint procurement: Therapeutic Living Center. The agencies shall be referred to as the “Joint Procurers” for the purposes of the RFP. Following contract award, Valley Village shall coordinate all contract administration activities. However, each agency shall work directly with the selected vendor(s) when ordering vehicles. Valley Village shall be included in all contract ordering correspondence to monitor vehicle assignments.

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

1.2 Description of the Work to be Done

The Agency requests proposals for the manufacture and delivery of accessible transit/paratransit vehicles under a joint procurement in accordance with the terms and conditions set forth in RFP No. VV14-01. The Contract for each order placed using this procurement shall be a firm-fixed price Contract.

Specifically, the Agency is requesting proposals and pricing for the following types of vehicles: modified raised top van and unibody construction moderate roof van.

1.3 Proposal Due Date and Submittal Requirements

Proposals must be received by 1:00 p.m. on July 7, 2014.

1. Sealed Proposals shall be submitted to following address:

Valley Village
RFP for Van Procurement
Attn: Debra Donovan
20830 Sherman Way
Winnetka, CA 91306

2. Envelopes or boxes containing Proposals shall be sealed and clearly labeled with the Agency’s Proposal number and the solicitation title: RFP No. VV14-01, Joint Procurement of Vans.

3. Proposers are requested to submit to the Agency one hard copy marked “Original,” one additional printed copy, and two CDs, each containing an electronic PDF copy of the Proposal. In case of any discrepancies, the “original” hard copy shall be considered by the Joint Procurers in evaluating the Proposal, and the electronic version is provided for the Agency’s administrative convenience only. A Proposal is deemed to be late if it is received by the Agency after the deadline stated above. Proposals received after the submission deadline shall be rejected and returned unopened.

1.4 Validity of Proposals

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

1.5 Pre-Proposal Meeting Information

A Pre-Proposal Meeting shall be held on Friday, June 13, 2014. The meeting shall convene at 10:30 p.m. at Valley Village, 20830 Sherman Way, Winnetka, CA 91306.

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 Joint Procurers. The Pre-Proposal conference is not mandatory but attendance is **highly encouraged**.

Pre-Contract Contracting Administrator's Contact Information:

Name: Ms. Caitlind Alexander

Title: Contract Administrator

Address: 20830 Sherman Way, Winnetka, CA 91306

E-mail: ValleyVillageRFP@gmail.com

Contact is to be by mail or e-mail only.

Identification of Source of Funding

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

Signed and Dated for Posting

Signature/Title Date

SECTION 2: INSTRUCTIONS TO PROPOSERS

2.1 Estimated Quantities

The Work under these Contract documents consists of the development of a joint procurement for two (2) participating agencies for the manufacture and delivery of accessible transit/paratransit vehicles which shall only be ordered by members of the procurement.

Individual orders may include optional features, spare parts, training materials and manuals. Separate contracts will be awarded to individual proposers for one or both of the vehicle classifications specified in Appendix A-1 and A-2 of the RFP.

The minimum and maximum quantities established in this solicitation are:

Minimum 8

Maximum 35

These figures represent the foreseeable needs of the two (2) Participating Agencies listed within the joint procurement based on their adopted fleet plans and replacement/expansion schedules. Funding has currently been secured for four (4) vehicles for each Agency, resulting in a total of eight (8) vehicles. However, if no acceptable bids are submitted, or a piggyback option on an existing RFP Award is deemed superior, at the discretion of the Participating Agencies, Participating Agencies reserve the right to purchase vehicles on an existing piggyback option. Each agency expects to order at least one more round (and possibly two depending on funding cycles) of an undetermined number of vehicles within the five year period. No additional orders shall be guaranteed and are at the sole discretion of the participating agencies. Orders shall be placed on an as-needed basis. Included quantities beyond the initial vehicles are informational and not a guarantee to purchase any additional amount. The participating agencies for this procurement and their contact information are as follows:

Lead Agency: Valley Village
20830 Sherman Way
Winnetka, CA 91306

Participating Agencies:
Therapeutic Living Centers for the Blind
Attn: Cyndi McAuley
7915 Lindley Ave.
Reseda, CA 91335

2.2 Proposed Schedule for the Procurement

The following is the solicitation schedule for proposers:

- Pre-Proposal Meeting: **Friday, June 13, 2014 at 10:30 A.M.**
- Proposer communications and requests: **June 10 at 12:00 Noon**
- Responses to Proposer's communications and/or Agency addenda: **June 30, 2014 at 4:00 P.M.**
- Proposal Due Date: **July 7, 2014 at 1:00 P.M.**

2.3 Obtaining Proposal Documents

Proposal documents may be obtained electronically at www.valleyvillage.org, or by e-mail request at ValleyVillageRFP@gmail.com.

2.4 Proposal Security Requirements – None

2.5 Pre-Proposal Meeting/Information for Proposers

A Pre-Proposal Meeting shall be held on Friday June 13, 2014. The meeting shall convene at 10:30 a.m. at Valley Village, located at 20830 Sherman Way, Winnetka, CA 91306. Prospective Proposers are urged to make every effort to attend this meeting.

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

2.6 Questions, Clarifications and Omissions

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

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

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

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

2.7 Addenda to RFP

The Agency reserves the right to amend the RFP at any time in accordance with “Proposed Schedule for the Procurement.” Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also shall be distributed to all such prospective

Proposers officially known to have received the RFP and on the website. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP.

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

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

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

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

Pursuant to 49 CFR Part 26.13 and as a material term of any agreement with the Participating Agencies, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors on the performance of this contract. "The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy, as the Participating Agency(ies) deems appropriate."

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

2.9 DBE Requirements for Transit Vehicle Manufacturers

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

2.10 Conditions, Exceptions, Reservations or Understandings

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

2.11 Protest Procedures

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

2.11.1 Address

All protests must be addressed as follows:

For U.S. Mail, special delivery or hand delivery:

Valley Village

Agency Contact: Ms. Debra Donovan

20830 Sherman Way

Winnetka, CA 91306

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

Copies of the protest provisions of FTA Circular 4220.1F or its successor may be obtained from www.fta.dot.gov. Proposals shall be opened and a Notice of Award shall be issued by the Agency in accordance with the Agency's procedures and the provisions of FTA Circular 4220.1F or its successor.

2.11.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Five (5) copies of Pre-Proposal protests must be received by the Agency's office no later than ten (10) calendar days after the RFP is first advertised. Protests shall be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest shall be transmitted to the protestor prior to the Due Date for Proposals in a manner that provides verification of receipt prior to the Due Date for Proposals. If the protest is sustained, the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Proposals shall be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

2.11.3 Protests on the Recommended Award

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

2.11.4 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation or its designee

pursuant to the procedures provided in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of the Agency to have written protest procedures, the alleged failure of the Agency to follow those procedures, the alleged failure of the Agency to review a protest or the alleged violation of federal law or regulation.

2.12 Preparation of Proposals

2.12.1 Use of Proposal Forms

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

2.12.2 Alternate and Multiple Proposals

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

2.12.3 Proposal Format Requirements

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

Package 1: Technical Proposal Requirements

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

Package 2: Price Proposal Requirements

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

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

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

Package 3: Qualification Package Requirements

1. Pre-Award Evaluation Data Form - CER 6.

2. If the Proposer is not the vehicle manufacturer, the Proposal must include a confirmation from the vehicle manufacturer that the Proposer is a bona-fide authorized factory dealer for the manufacture of the vehicle.

3. A copy of the three (3) most recent financial statements of the Proposer audited by an independent third party or a statement from the Proposer regarding how financial information may be reviewed by the Agency.

4. Letter for insurance, indicating the manufacturer and the Contractor's ability to obtain the insurance coverage in accordance with the RFP requirements.

5. Proposal Form – CER 1.9.

6. All Federal certifications: Buy America Certification, Debarment and Suspension Certification for Prospective Contractor, Debarment and Suspension Certification (Lower-Tier Covered Transaction), Non-Collusion Affidavit, Lobbying Certification, Certificate of Compliance with van Testing Requirement, DBE Approval Certification, and Federal Motor Vehicle Safety Standards. – CER 1.1 – 1.8.

Package 4: Proprietary/Confidential Information Package Requirements

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

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

2.13 Agency Treatment of Proprietary/Confidential Information

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

Upon a request for records from a third party regarding this Proposal, the Agency shall notify the Proposer in writing. The Proposer must respond within ten (10) business days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information. Failure to respond within the allowed period shall be deemed an approval to release. The proposer shall indemnify the Participating Agency's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released. The Participating Agency shall employ sound business practices no less diligent than those used for the Participating Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other

information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the California Law against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information — with such determinations to be made by the Agency in its sole discretion — bears appropriate notices relating to its confidential character.

2.14 Signing of Proposal Forms

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

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

2.15 Modification or Withdrawal of Proposals

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

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

2.16 Cost of Proposal Development

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

2.17 Proposal Evaluation, Negotiation and Selection

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

However, the Agency may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price

discounts following contract award. **Thus, the initial proposal should represent the “best offer.”**

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

2.18 Confidentiality of Proposals

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

2.19 Duration of the Validity of Proposals

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

2.20 Evaluation Committee

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

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

2.21 Proposal Selection Process

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

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

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

Qualification Requirements

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

1. Sufficient financial strength, resources and capability to finance the Work to be performed and to complete the Contract in a satisfactory manner, as measured by the following:

☐ Proposer’s financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the proposer is located, and audited by an

independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency.

☐ Proposer's ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount.

2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all equipment within the time specified in the Contract, to include the following:

☐ Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Contract as required and to satisfy any engineering or service problems that may arise during the warranty period.

☐ Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.

☐ A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site Work.

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

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

Proposal Evaluation Criteria

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

PASS-FAIL ELEMENTS

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

POINT ALLOCATION

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

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

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

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

Proposer's Cost

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

2.22 Evaluation Procedures

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

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

2.23 Evaluations of Competitive Proposals

1. Qualification of responsible Proposers. Proposals shall be evaluated to determine the responsibility of proposers. A final determination of a Proposer's responsibility shall be made upon the basis of initial information submitted in the Proposal, any information submitted upon request by the Agency, information submitted in a BAFO (if required) and information resulting from Evaluation Committee's inquiry of Proposer's references and its own knowledge of the Proposer.

2. Detailed evaluation of Proposals and determination of Competitive Range. The Evaluation Committee shall carry out and document its evaluations in accordance with the criteria and procedures set forth in "Proposal Selection Process." Any Proposal deficiencies that may render a Proposal unacceptable shall be documented. The Evaluation Committee shall make specific note of questions, issues, concerns and areas requiring clarification by Proposers and to

be discussed in any meetings with Proposers that the Evaluation Committee finds to be within the Competitive Range.

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

3. Proposals not within the Competitive Range. Proposers of any Proposals that have been determined by the Evaluation Committee as not in the Competitive Range, and that cannot be reasonably made to be within the Competitive Range, shall be notified in accordance with the Agency's policies.

4. Discussions with Proposers in the Competitive Range. The Proposers whose Proposals are found by the Evaluation Committee to be within the Competitive Range, or that may be reasonably made to be within the Competitive Range, shall be notified and any questions or requests for clarifications provided to them in writing. Each such Proposer may be invited for an interview and discussions with the Evaluation Committee to discuss answers to written or oral questions, clarifications and any facet of its Proposal. Valley Village 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. Representatives from the agencies in the joint procurement, reserve the right, and intend to conduct factory visits of the Proposer's facilities and/or the facilities of major sub-suppliers included in the Proposal.

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

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

Any modification to the initial Proposal made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs shall be evaluated by the Evaluation Committee according to the same requirements and criteria as the initial Proposals, ("Proposal Selection Process"). The Evaluation Committee shall make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final

scores and rankings within each criterion shall again be arrayed by the Evaluation Committee and considered according to the relative degrees of importance of the criteria defined in "Proposal Selection Process."

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

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

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

2.24 Response to Proposals

2.25 Single Proposal Response

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

2.26 Availability of Funds

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

2.27 Agency Contract Approval Process

Following completion of the evaluation process, the Agency shall prepare a written recommendation for contact award(s) to the recommended firm(s). This recommendation shall be presented to the designated officials from each of the participating agencies for approval.

Upon concurrence from the Participating Agencies as to the Contractor(s) selected, the successful Contractor(s) shall be notified and informed of the timeline to complete the contract approval processes by all Participating Agency members.

2.28 Agency Rights

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

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

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such

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

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

2.29 Execution of Contract

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

2.30 Conflicts of Interests and Gratuities

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

2.31 Agency-Specific Provisions

2.32 Purpose of the Solicitation

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

2.33 Roles of the Parties for this Solicitation

Valley Village ("VV"), is the lead agency role in the formation of the **Joint Procurement of Raised Roof Modified Vans and Unibody Construction Moderate Roof Vans**. For the purposes of this procurement, the arrangement entered into by VV and the Participating Agencies shall hereinafter be referred to as the "Joint Procurers."

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

SECTION 3: GENERAL CONDITIONS

3.1 Definitions

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

Agency: Valley Village (VV). Any contract modification involving the Joint Procurement shall be issued by VV and coordinated through the Participating Agencies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Joint Procurement: An arrangement the Joint Procurers has established with one or more 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/ paratransit vehicles.

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

Participating Agency: The term Participating Agency shall also refer to any Agency authorized to place an order under the Joint Procurement. The Participating Agencies for this procurement shall consist of: Valley Village and Therapeutic Living Centers for the Blind.

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

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

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

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

Solicitation: Agency's Request for Proposals.

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

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

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

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

3.2 Materials and Workmanship

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

3.3 Conformance with Specifications and Drawings

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

3.4 Inspection, Testing and Acceptance

3.4.1 General

The pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the procedures defined in "Section 8: Quality Assurance"; and

they may be witnessed by the resident inspector. When a van passes these tests and inspections, the resident inspector, if one is present, shall authorize release of the van.

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

3.4.2 Risk of Loss

The Participating Agency shall assume risk of loss of the van 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 van. If the vehicle is driven to the designated point of delivery, drivers shall keep a maintenance log en route, and it shall be delivered to the Ordering Agency with the van. If the van is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

3.5 Title and Warranty of Title

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

3.6 Intellectual Property Warranty

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

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

3.7 Data Rights

3.7.1 Proprietary Rights/Rights in Data

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

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

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

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

3.7.2 Access to Onboard Operational Data

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

3.8 Changes

3.8.1 Contractor Changes

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

3.8.2 Agency Changes

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

3.9 Legal Clauses

3.9.1 Indemnification

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

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

3.10 Suspension of Work

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

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

3.10.3 The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the

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

3.11 Excusable Delays/Force Majeure

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

a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;

b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;

c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and

d. The Contractor makes written request and provides other information to the Agency and Ordering Agency as described in GC 9.3.4 below.

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

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

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

3.11.4 No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency and Ordering Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail

the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency and Ordering Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Ordering Agency shall make its determination within thirty (30) calendar days after receipt of the application.

3.12 Termination

3.12.1 Termination for Convenience - Entire Contract

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

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

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

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

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

3.12.2 Termination for Convenience- Individual Purchase Orders from Participating Agencies

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

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

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

provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Participating Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.

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

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

3.12.3 Termination for Default

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

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

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

Payment for completed supplies delivered to and accepted by the Participating Agency shall be at the Contract price. The Participating Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be

necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

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

3.13 Compliance with Laws and Regulations

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

3.14 Changes of Law

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

3.15 Governing Law and Choice of Forum

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

3.16 Disputes

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

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

Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

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

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

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

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Participating Agency Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

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

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

3.18 Confidential Information

Access to government records is governed by the statutes of the State of California. Except as otherwise required by the statutes of the State of California, the Participating Agency shall exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Proposer may not designate its entire Proposal or Bid as confidential. Additionally, Proposer may not designate its Cost Proposal or Required Bid Forms as confidential.

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

The Participating Agency shall employ sound business practices no less diligent than those used for the Participating Agency’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the statutes of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Participating Agency in its sole discretion, bears appropriate notices relating to its confidential character. During the performance of the Work under the Contract, it may be necessary for either party (the “Discloser”) to make confidential information available to the other party (the “Recipient”). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

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

3.19 Conflicts of Interest, Gratuities

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

3.20 General Nondiscrimination Clause

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

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

3.21 Amendment and Waiver

3.21.1 Amendment

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

3.21.2 Waiver

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

3.22 Remedies not Exclusive

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

3.23 Counterparts

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

3.24 Severability

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

3.25 Third-Party Beneficiaries

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

3.26 Assignment of Contract

Neither party shall assign or subcontract its rights or obligations for the delivery of acceptable vehicles under the Contract. Notwithstanding this, Contractor may subcontract with additional subcontractors for specific parts or services required in the manufacture of the vehicles.

3.27 Independent Parties

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

3.28 Survival

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

- "Intellectual Property Warranty"
- "Data Rights"

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

Agency-Specific Provisions - Reserved

SECTION 4: SPECIAL PROVISIONS

4.1 Authorization to Use the Joint Procurement

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

4.2 Assignability

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

4.3 Period of Performance

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

4.4. Pricing

4.4.1 Price Protection

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

4.4.2 Price Validity for the Initial Contract Term

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

4.4.3 Vehicle and Optional Feature Pricing

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

Preliminary Index Number on Month Prior to Notice of Exercise of Option
Index Number on Effective Date of the Contract

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

4.4.4 Prohibitions

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

4.4.5 Price Adjustments

Section GC 9.6, Changes of Law, provides for price adjustments because of changes of law. Notwithstanding that provision, a chassis model price increase shall be considered when a model year change is specific to the automotive or van industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor shall submit the request and all necessary documentation to the Lead Agency. The documentation of such factors shall be provided by the dealer. Should the Lead Agency (in coordination with the Participating Agencies) not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed upon the responsible dealer's request. A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. A cost/price analysis shall be performed by the Lead Agency prior to written notice being provided, in accordance with FTA requirements.

4.5 Ordering Procedures

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

1. The Participating Agency shall develop a requirements list showing all optional features, if any, that are required. In addition, the Participating Agency shall identify any other evaluation factors that shall be considered in determining which vehicle is to be ordered. (Factors that may also be considered include past performance, special features of the specific vehicle required for effective program performance, warranty considerations, if any, maintenance or inventory considerations, if any and proposed delivery schedule.)

2. The recommended firm shall receive a written Order Confirmation form. This form shall indicate:

- a. Itemized list of all vehicles, parts, etc. being ordered and prices
- b. Designated delivery point
- c. Delivery due date.

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

4.6 Inspection, Testing, Acceptance and Repairs

4.6.1 First Article Inspection

At the sole election of the Joint Procurers, the Lead Agency may conduct an on-site inspection (in coordination with any and/or all Participating Agencies wishing to participate) of the first vehicle being manufactured to validate compliance with the specification and to validate the Post-Delivery Buy America and any other audit requirements. This shall not relieve the Contractor and manufacturer from an obligation to manufacture all units in compliance with all specifications. At least thirty (30) days prior to completion of the First Article bus, the Contractor is to notify the Lead Agency in writing. The First Article van is to be available for inspection at the manufacturing facility. Parties that are to be present include representatives from the successful manufacturer, the Contractor and representative(s) from the Joint Procurers. The Contractor may be required to pay an

hourly rate up to a total of \$1500 per vehicle for one (1) independent inspection consultant per vehicle directly. This cost shall be invoiced directly to the Contractor by the inspection consultant.

4.6.2 Pre-Delivery Tests

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

4.6.3 Service Prior to Delivery

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

A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.

B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.

C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Contractor's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to Ordering Agency.

D. Full tank of fuel at the Delivery location.

E. Documentation of the alignment of headlights shall be provided to the Ordering Agency at delivery.

F. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.

G. Copy of the Contractor's pre-delivery inspection and all subsequent inspections by Contractor's inspectors shall be provided to the Ordering Agency upon delivery.

H. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the van and available for review at time of inspection.

4.6.4 Delivery Coordination and Pricing of Delivery

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

4.6.5 Delivery Inspection, Post-Delivery Tests and Acceptance

Upon delivery of the Vehicle at an agreed upon point of delivery, the Agency shall take possession of the Vehicle and shall perform the inspections and tests. For vehicles that are federally funded, each van shall be inspected and road tested per Appendix B, Visual Inspection

and Road Test Forms. Each van may 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 van after completion of the tests.

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

4.6.6 Documentation and Deliverables Per Van Order

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

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

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

4.6.7 Repairs after Non-Acceptance

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

4.6.8 Orientation with Delivery

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

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

4.7 Registration of Vehicles

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

4.8 Payment

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

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

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

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

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

4.8.1 Invoices

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

4.8.2 Payment of Taxes

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

4.9 Delivery Schedule

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

4.10 Liquidated Damages for Late Delivery of the van

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 vans 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 van not delivered in substantially as good condition as inspected by the Agency at the time released for shipment. The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Agency and further authorizes the Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the Agency the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer. The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

4.11 Service and Parts

4.11.1 Contractor Service and Parts Support

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

4.11.2 Parts Availability Guarantee

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the vans 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 van 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 vans procured under this Contract and for no other purpose.

4.12 Federal Motor Vehicle Safety Standards (FMVSS)

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

4.13 Motor Vehicle Pollution Requirements

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

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

4.14 Insurance

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

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

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

4.15 Buy America Post-Delivery Audit

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

4.16 Interchangeability

All vans 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 vans in each separate order. This Interchangeability shall extend to the components and parts as well as to their locations in the vans for all vans produced during the first year of the contract.

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

In the event that a supplier discontinues a product during the Contract period, Agency shall consider a substitute product on a case-by-case basis. No substitutions are to be not without the express written consent of Agency. VV'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 VV.

4.17 New Technology

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

SECTION 5: FEDERAL REQUIREMENTS

5.1 Access to Records

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

The following access to records requirements apply to this Contract:

5.1.1 Local Governments

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

5.1.2 State Governments

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

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

5.2 Federal Funding, Incorporation of FTA Terms and Federal Changes

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

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

5.3 Federal Energy Conservation Requirements

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

5.4 Civil Rights Requirements

The following requirements apply to the underlying Contract:

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

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

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

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

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

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

5.5 No Government Obligation to Third Parties

5.5.1 The Participating Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Solicitation or award of the

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

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

5.6 Program Fraud and False or Fraudulent Statements or Related Acts

5.6.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

5.7 Suspension and Debarment

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

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

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

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

5.8 Disadvantaged Business Enterprise (DBE)

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

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

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

5.9 Clean Water Requirements

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

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

5.10 Clean Air Requirements

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

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

5.11 Compliance with Federal Lobbying Policy

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

5.12 Buy America

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

purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11.

Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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

5.13 Testing of New Van Models

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

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

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

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

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

5.14 Pre-Award and Post-Delivery Audits

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

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

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

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

5.15 Cargo Preference

The Contractor agrees to the following:

- To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;

- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor’s bill-of-lading.)

- To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

5.16 Fly America

The Contractor agrees to comply with 49 USC 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

5.17 Contract Work Hours and Safety Standards Act

5.17.1 Overtime requirements: No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such Work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

5.17.3 Withholding for unpaid wages and liquidated damages: Valley Village shall upon its own action or upon written request of an authorized representative of the Department of Labor

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

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

5.18 ADA Access

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

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

SECTION 6: TECHNICAL SPECIFICATIONS

6.1 General

Technical specifications defining requirements for accessible transit/paratransit vehicles are contained in Appendix A-1 through A-2

Appendix A-1: Raised Top Modified Vans

Appendix A-2: Unibody Construction Moderate Roof Van

SECTION 7: WARRANTY REQUIREMENTS

7.1 Basic Provisions

7.1.1 Warranty Requirements

7.1.1.1 Contractor Warranty

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

7.1.1.2 Complete Van

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 van under the operating conditions prevailing in the Agency’s locale. [Information from the selected firm(s) will be inserted at time of Contract award.]

7.1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for **X years or XXX miles**, whichever comes first.

[Information from the selected firm(s) will be inserted at time of Contract award.]

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

[Information from the selected firm(s) will be inserted at time of Contract award.]

7.1.1.4 Propulsion System

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

[Information from the selected firm(s) will be inserted at time of Contract award.]

7.1.1.5 Emission Control System (ECS)

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

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

7.1.1.6 Warranty Summary including Subsystems

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

Item	Years	Mileage
Body Structure		
Chassis		
Engine		
Transmission		
Air Conditioner		

Lift/Ramp
Other Optional Features

7.1.1.7 Extension of Warranty

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

7.1.2 Voiding of Warranty

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

7.1.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

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

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

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

7.1.3.1 Pass-Through Warranty

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

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

7.1.3.2 Superior Warranty

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

Participating Agency noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

7.1.4 Fleet Defects

7.1.4.1 Occurrence and Remedy

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

For the purpose of Fleet Defects, each order placed through the Joint Procurement Purchasing Schedule shall be treated as a separate van 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 vans 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 vans in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

7.1.4.2 Exceptions to Fleet Defect Provisions

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

7.2 Repair Procedures

7.2.1 Repair Performance

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

7.2.2 Repairs by the Contractor

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

from the Agency's property while repairs are being affected. If the van is removed from the Agency's property, repair procedures must be diligently pursued by the Contractor's representative.

7.2.3. Repairs by the Agency

7.2.3.1 Parts Used

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

7.2.3.2 Contractor-Supplied Parts

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

7.2.3.3 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."

7.2.3.4 Failure Analysis

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

7.2.3.5 Reimbursement for Labor and Other Related Costs

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

7.2.3.6 Reimbursement for Parts

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

7.2.3.7 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 Participating Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The Participating Agency may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties

also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

7.2.4 Warranty after Replacement/Repairs

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

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

7.2.4.1 Warranty Processing Procedures

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

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

7.2.5 Forms

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

7.2.6 Return of Parts

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

- van number and VIN
- claim number
- part number

7.2.7 Timeframe

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

7.2.8 Reimbursements

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

SECTION 8: QUALITY ASSURANCE

8.1 Contractor's In-Plant Quality Assurance Requirements

8.1.1 Quality Assurance Organization

8.1.1.1 Organization Establishment

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

8.1.1.2 Control

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

8.1.1.3 Authority and Responsibility

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

8.1.2 Quality Assurance Organization Functions

8.1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

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

8.1.3 Basic Standards and Facilities

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

- Configuration control: The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified van that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit van 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 vans 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 vans conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

8.1.4 Maintenance of Control

The Contractor shall maintain quality control of purchases:

- Supplier control: The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

- Purchasing data: The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit vans.

8.1.5 Manufacturing Control

- Controlled conditions: The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.

- Completed items: A system for final inspection and test of completed transit vans shall be provided by the quality assurance organization. It shall measure the overall quality of each completed van.

- 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 vans. Identification may include cards, tags or other normal quality control devices.

8.1.6 Inspection System

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

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified van 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 van. 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 van from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

8.2 Inspection

8.2.1 Inspection Stations

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

8.2.2 Optional Resident Inspectors

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

8.2.2.1 Resident Inspector's Role

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

8.2.2.2 Pre-Production Meetings

If there are Pre-Production Meetings scheduled, the primary resident inspector may participate in design review and pre-production meetings with the Participating Agency. At these meetings, the configuration of the vans 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 van 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 van construction activities two weeks prior to the start of van fabrication.

8.2.2.3 Authority

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

The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the vans 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 van 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 van assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the vans for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

8.2.2.4 Support Provisions

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

8.2.2.5 Compliance with Safety Requirements

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

8.3 Acceptance Tests

8.3.1 Responsibility

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

8.3.2 Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its plant on each van 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 van 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 vans have attained the required quality and have met the requirements in Section 6: Technical

Specifications. The Participating Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the van.

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 van. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or van hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect van roofs. If there is an on-site inspector, delivery of each van shall require written authorization of the primary resident inspector. Authorization forms for the release of each van for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each van.

8.3.2.1 Visual and Measured Inspections

Visual and measured inspections shall be conducted with the van 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 van in a static condition do function as designed.

8.3.2.2 Total van Operation

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

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

8.4 Agency-Specific Requirements

8.4.1 Pre-Delivery Van Documentation Package (BDP)

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

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

- ☐ BDP Check-off Sheet listing the following:
- ☐ QA Certificate of Completion (signed by Contractor QC representative).
- ☐ CNG pressure test certification– if applicable
- ☐ Water test Certification.
- ☐ Alignment and Steering Stop Adjustment Certification.
- ☐ Smoke Opacity Test (Exhaust Emissions), if applicable.
- ☐ "Completed Bus" Inspection document.

- ☐ Copy of defects noted during any Agency on-site inspection.
- ☐ List of "Open Items"- if any
- ☐ VIN number (copy of van 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 van to include, but not limited to:
 - Engine
 - Transmission
 - Alternator
 - Starter
 - A/C Compressor
 - Drive Axle
 - Power Steering Unit
 - Air Compressor
 - CNG Fuel Cylinders with installation location diagram.
 - Other serialized components for which the Contractor shall require serial numbers for the processing of warranty claims.

SECTION 9: CONTRACT

9.1 Contract Documents and Order of Precedence

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

1. Form of Contract
2. "Section 4: Special Conditions"
3. "Section 3: General Provisions," and "Section 5: Federal Requirements"
4. "Section 6: Technical Specifications," "Section 7: Warranty Requirements," and "Section 8: Quality Assurance"
5. Contractor's Best and Final Offer (including Original Contractor Proposal)
6. Addenda
7. RFP No. VV14-01

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

9.2 Compensation

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

9.3 Contract Term and Period of Performance

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

9.4 Notices

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

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

To Lead Agency:

Ms. Debra Donovan, Program Compliance Manager
Valley Village
20830 Sherman Way
Winnetka, CA 91306

Participating Agency

Therapeutic Living Centers for the Blind
Attn: Cyndi McAuley
7915 Lindley Ave.
Reseda, CA 91335

[Insert Contractor name, address and point of contact]

9.5 Entire Agreement

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

_____ Contractor name	<u>Valley Village</u> _____ 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

Therapeutic Living Centers for the Blind

Agency name

Signature of authorized official

(Print or type name and title)

Date

Approved as to form by:

Insert name and title

SECTION 11: APPENDICES

Appendix A-1: Raised Roof Van Specifications

VEHICLE SPECIFICATIONS
RAISED ROOF VAN
(CLASS K)
ATTACHMENT A-1
Valley Village
May 2014

CLASS K , MODIFIED VAN SPECIFICATION REQUIREMENTS

1.0 Scope:

The modification shall consist of increased interior headroom and clearances and improved passenger accessibility provisions for persons with disabilities. The vans are to be converted in accordance with this specification. No modifications to the van structure that would increase the roof height or modify the copilot door or change the in vehicle wheelchair lift beyond what is contained in these specifications will be allowed. The van shall be a complete, operating vehicle, at a minimum, conform in strength, quality of material and workmanship as provided by the automobile industry. The manufacturer must be ISO 9001:2000 certified for design, sale, manufacture of customized vans and multipurpose passenger vehicles. A copy of the certification must accompany the bid submittals. All parts added, as a part of the modification process shall be new. The basic van must be a current year factory production model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation.

All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with either a right side wheelchair lift installed in the step area of the double doors or a rear lift installed in the rear of the vehicle, at the option of the purchaser.

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

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

2.1 ALTOONA VAN TESTING: Bidders for the vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report provided to the Joint Procurers's prior to final acceptance of the first vehicle by a recipient. No vehicles with Class 1 or 2 failures are acceptable. Correspondence detailing remedial action taken to mitigate any Class 3 structural failures must be provided to the satisfaction of Valley Village. Failure to comply with these requirements will result in nullification of conditional award.

If Altoona testing is not necessary, proposer is to submit manufacturer's statement describing nature of modifications and reason Altoona testing is not required.

3.0 SPECIFICATION REQUIREMENTS

Basic Van: The production vehicle shall be a current Model Year, Extended Super Duty single rear wheel type Van Chassis, 9400lb minimum GVWR, 138" to 150" wheelbase with the following components and/or options:

a) Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM)

GVWR. In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any component therein, be exceeded, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory passenger and driver, and 250 lbs. per wheelchair passenger, seated in the locations designated and offered. A weight distribution schematic and loading calculation must be included.

b) Base Engine shall be a California approved 5.4L EFI, V8.

c) Transmission shall be four-speed automatic transmission incorporating OEM installed air-oil type auxiliary transmission cooler and filler extension neck for adding fluid.

d) Center LED brake light center mounted, minimum illuminated portion of the lens to equal 2" X 6" horizontally mounted located on the centerline above the rear window.

e) The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.

f) Each chassis shall be equipped with front and rear, heavy-duty, doubleacting gas filled shock absorbers, the highest rating available from the OEM.

g) Each vehicle shall be equipped with OEM power-assisted steering and power 4 wheel disc brakes. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

h) Each vehicle shall be equipped with five matching steel-disc wheels.

i) Five OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire shall be mounted on the outside of the vehicle, either under the vehicle or on the rear of the vehicle.

j) Fuel tank shall be a minimum 30-gallon and, any chassis fuel system modifications shall be fully compliant with California Air Resources Board standards.

k) Instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Each vehicle instrument panel shall be equipped with at least the following:

☐ Ammeter or voltmeter

☐ Oil pressure gauge

☐ Fuel capacity gauge

☐ Engine temperature gauge

☐ Speedometer

☐ Emergency brake warning light

l) Back-up warning device, ECCO #530 or equal, which is readily audible outside each vehicle when the transmission is in reverse. The warning device shall be mounted in the rear of each vehicle.

m) Rear Obstacle Detection: Intermotive, Hawkeye Reverse Assistance System, or approved equal, rear obstacle detection system integrated into the OEM rear bumper (three-stage variable tone) per manufacturers recommendations.

n) An OEM AM/FM/CD radio with four speakers, two speakers installed in passenger area.

o) OEM factory tinted glass in windshield. All passenger windows shall be OEM tinted to the darkest tint available and legal under California Statutes and side windows vented where available from OEM.

p) Protective metal guard for the driveline shaft shall be provided to prevent a broken shaft from touching the ground or any break line and prevent the shaft from contacting the floor of the van.

q) Front and rear bumpers shall be OEM standard.

r) Drivers side running board. Design and installation must secure running board to frame and van floor and must support a 300 lb. load. See section 4.71 for restrictions.

s) Exhaust shall exit the rear of the vehicle, either straight back, to the street or curb side, and be stainless steel.

t) Vehicle will be equipped with OEM daytime running lights.

4.0 ELECTRICAL REQUIREMENTS

a) Wiring and Switches: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed in one central location with a cover (metal or plastic). This location shall be selected and designed to provide protection of all electrical components from any damage/shorting that could be caused by damage to the cover/electrical box such as may occur with impact from a wheel chair, etc. This cover shall be durable, and designed for such impacts if installed in an area likely to be contacted during loading/unloading or transport of passengers. The OEM chassis electrical protection may not be altered or modified in any way. All contractor installed switches shall be of heavy-duty design. No switches, or other electrical devices, are to be installed on the engine cover and no electrical, stationary or mechanical device may block the removal of the engine cover inside the van. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standards. All electrical wiring shall be automotive stranded and sufficient size to carry the required current without excessive voltage drop and shall be color, number and function coded at a minimum of eighteen (18) inch intervals. All wiring shall be run inside the body in a protected area. All wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. Wiring that must be routed under the vehicle, as close to the chassis frame rails as possible, shall be attached to the sub-floor with rubber or plastic coated P clamps every 12 inches and shall not be bundled with hoses. All connections with 3 to 12 circuits shall be environmentally sealed high impact plastic connectors with pull apart locking tabs. All connections containing one or two circuits shall be made with Posi-Lock connectors. No butt connectors will be allowed. Plastic wire ties are not acceptable. An additional ground shall be added between the engine and frame, zero (0) gauge. All grounds shall have the connection properly prepared and then sealed with dielectric grease.

b) Battery capacity must equal the largest available from the OEM. The pullout tray shall be easy sliding and be supported with ball bearing roller supported slides, all of which have the capacity to adequately support the weight of the battery equipment. The battery slide tray shall allow sufficient movement to allow the batteries to be serviced outside of the van body. A support arm will be mounted to keep the access door open while servicing the batteries. The battery compartment shall be totally enclosed and shall be vented. The battery tray shall have a positive latch and the hinged door shall have a locking latch. The outside of the enclosure and door shall be painted to match the OEM color. The battery compartment or enclosure shall be vented and self-draining. It shall be accessible only from outside the van. All components within the battery compartment, and the compartment itself, shall be protected from damage or corrosion from the electrolyte and gases emitted by the battery. The inside surface of the battery compartment's access door shall be electrically insulated to prevent terminals from shorting if a battery comes loose, or the door is damaged (such as in an accident).

c) Largest OEM alternator available shall be provided.

d) A fast idle system equal to Intermotive Gateway shall be installed. The fast idle must be able to automatically increase the engine speed to 1,500 RPM. The fast idle shall engage only when the vehicle is in park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 11.5V. A manual override switch located convenient to the driver to engage the system when the vehicle is in park and vehicle is not in motion, as described above.

- e) All electric wiring passing through the body metal shall have anti-chafing grommets.
- f) A complete “as built” electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for each vehicle ordered.

5.0 BODY MODIFICATIONS

- a) Frame Alteration/ Welding: All work must comply with OEM requirements, and have no welds or holes, as a result of the modification, in the frame flanges or within one and one quarter inches of the top of the top flange or the bottom of the bottom flange on the web or radius of the frame.
- b) All modifications shall comply with the FMVSS. The vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. The raised roof must be a one-piece aerodynamic design fiberglass raised roof. The roof must be securely fastened to the basic vehicle structure to become an integral part of the basic chassis. The design shall be of the reverse flange type. The new roof must be completely sealed with an antifungal sealant and offer an interior center aisle height of not less than 60 inches. Maximum exterior roof raise shall not exceed 18”. The roof shall contain a collapse-resistant steel rollover cage. The steel frame must consist of 1” X 1” tubular steel and have no less than five (5) horizontal stringers and two (2) longitudinal members. The doorframe for the extended passenger entry doors shall be an integral part of the extended roof.
- c) In no case shall sealing of alterations be dependent on caulking alone.
- d) The roof shall include longitudinal molded channels to divert moisture runoff from the side passenger entry doors and the driver’s entry door. The drip rail must extend 2” over the center of the double doors and taper to 1” over the hinge side of each door. Drip edge/rail, over side doors shall be stainless steel. The roof shall be constructed of reinforced fiberglass or approved equal.
- e) No water leaks shall be acceptable. Testing shall be done by use of a spray booth with nozzles appropriately placed to apply a minimum of 20 psi of water pressure to roof and all doors at edges/weather sealed areas.
- f) The interior of the roof shall be a smooth finished one-piece seamless fiberglass liner, not less than 1/16 inch in thickness.
- g) The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed to prevent pooling of water on the roof.
- h) The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.

i) Interior Paneling: All interior walls shall be paneled using OEM ABS plastic or approved equal, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels shall be flame retardant and have all open areas sealed.

j) The vehicle body shall be fully insulated in the roof and all body panels to deaden sound and reduce vibration and heat transfers. Equivalent to 3.81 cm (1.5”) fiberglass insulation shall be used in the top, sidewalls of the top, and the vehicle walls. Insulation shall comply with all federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit van and Van Materials Selection. Road Noise: At 60 MPH the ambient noise level shall not exceed 89.5 DB measured from the geometric center of the passenger compartment.

k) Interior paneling components shall have material installed, as necessary, to prevent and reduce rattles caused by movement. (Example: If a panel makes noise that can be stopped or reduced by placing a hand against it, then it shall have added noise preventative materials, such as rubber material between noise causing components.) This shall be at Joint Procurers’s discretion.

6.0 SEATING: The OEM supplied driver seat shall be the fully padded, contoured bucket type of heavy-duty construction. The seat shall be easily adjusted forward and backward without the use of tools.

Forward Facing Seats

a) Seating shall be *Freedman 3PT* seats or prior approved equal. They must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 207 and 210. Seating system must be tested in vehicle at an A2LA accredited lab to insure compliance to these standards.

b) Double passenger seats shall be minimum 35” wide, the cushion depth shall be 16” minimum and the cushion height above the floor shall be 17.5” minimum, 19.5” maximum. Back cushion height shall be “mid hi” (not low back or high back) and must be minimum 24" from the top of the seat cushion (not including the grab rail).

c) All seat belts must be integrated into the seat with the retractor being totally concealed. Seat belts must be ELR/ALR switchable with KISI feature so that child seats can be safely secured.

d) All exposed metal parts and surfaces shall be chemical cleaned and powder coated black and provide a rugged, long lasting, rust and corrosion resistant finish.

e) All seat frames must be made from minimum 1” diameter steel tube. They must be jig welded, and utilize a heavy duty wire mesh grid for seat support. The back rest must have steel straps for back support; plastic straps are not acceptable.

f) All seats must include a “*Knee Saver*” backrest design that improves hip-to-knee room. Foldaway seats not included.

g) All cushions must be molded polyurethane to ensure maximum individual passenger comfort and durability.

- h) All seats must be removable from the base frame (not flip or foldaway seats).
- i) All upholstery must use plastic extruded “J” clips to fasten the cover to the frame. No special tools must be required to remove or replace covers.

Flip Seats

- a) Seating shall meet the same requirements as ambulatory forward facing seats.
- b) The seat cushion must lock in both the up and down positions. The operation of the flip seat will be performed by pulling a handle to release the lockup or lockdown mechanism. There must be no spring action to automatically lift or lower the seat. Double seats must move up & down as a single unit.
- c) All flip seats must match the visual and functional design of the other non-flip seats in the van.

Fold-away Seats

- a) Seating shall meet the same requirements as ambulatory forward facing seats.
- b) All foldaway seats must match the visual and functional design of the other non-flip seats in the van.
- c) The seat must be cantilevered and must not require an aisle leg for support.
- d) The foldaway seat must require no more than 3 operations to either store or deploy.
- e) In the stored position, the foldaway seat must be less than 13” wide.

7.0

- a) The floor overlay shall have a minimum of 1/2" 5 ply APA certified exterior grade plywood of C-C plug grade securely fastened to the cross sills. All edges to be properly sealed for moisture.
- b) Floor Coverings: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2 millimeter Altro Transflor Meta and/or Chroma, buyers choice no additional charge (or approved equal) color to be specified by buyer from Altro standard stock selection. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a van manufacturer’s warranty of no less than five years for installation and adhesion unless flooring manufacturer’s adhesive is used . All edges shall be sealed and all seams heat welded to prevent water penetration. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives.

7.1 Ambulatory passenger entry door (modified OEM door)

- a) Front Entrance Door - The vehicle shall be equipped with a single front entrance door, located opposite the driver. This ambulatory passenger entry door shall consist of the OEM front hinged door. As modified, the door shall offer a clear center opening width of at least 21” and a full clear walk-in height of at least 78”. The door shall be a minimum of 17” wide at the top. The

upper door extension and horizontal members shall be constructed of 11 gauge steel with vertical members constructed of 16 gauge steel. All components are to be of welded construction.

b) Lowered Stepwell - The front entrance door shall have a lowered stepwell (minimum of 2 steps below floor level) constructed of corrosion resistant 11 gauge steel. The ground to the first step shall be no higher than 12", as measured from ground to top of entry step. There shall be a maximum 9" rise in the steps. Step tread depth shall be a minimum of 9" and each step shall offer a clear walk-in width of 21". These steps shall be fully recessed, enclosed, and protected from wind, rain, and weather. Each step shall be covered with a non-slip step covering (black) with either white or yellow step edging.

c) Step Entrance Light - Stepwell light shall provide at least 2 foot-candles of illumination measured on the step tread and shall have outside illumination of at least 1 foot-candle on street surface for a distance of 3 feet perpendicular to all points.

8.0 PAINT AND TRIM

a) All painted exterior surfaces shall match the exterior paint color of the basic van. The exterior paint shall be OEM white. The extended roof shall be painted with the OEM body color. All signs required by State and federal law shall be affixed to each vehicle exterior and interior. No decals or painted identification of van dealer/manufacturer are to be added to the vehicle.

b) A 3" Reflective Tape Reference 3M 680 series shall run the full length of each side. Stripe shall be above door handles and below the side windows, centered. This shall be white in color, with other colors available to user at no added charge. Color selection to be made available at time of order. Colors available shall be white, black, blue, light blue, green, and orange, red. Other colors may be made available by Contractor at no charge.

8.1 UNDERCOATING: Replacement of OEM undercoating for any area of the van that, during modification, the OEM undercoat protection has been modified or removed.

8.2 AIR CONDITIONING AND HEATING

Heating and Cooling

a) A front heater/defroster is to be supplied - the unit is to be factory supplied and shall have the maximum BTU rating available.

b) Rear heater – An auxiliary heater shall be provided for the comfort of the passengers. This heater shall be floor mounted and offer 50,000 Btu. This unit must be installed out of the way of any passenger traffic.

c) Rear air-conditioning – A high-output cooling system with three-position speed control shall be installed for passenger comfort. This evaporator shall offer a minimum 35,000 Btu of cooling and shall work in conjunction with the OEM compressor and condenser.

8.3 WHEELCHAIR LIFT

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

b) Mounting of the Wheelchair Lift Assembly: The wheelchair lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.

c) Control Station: The wheelchair lift system shall have one control station capable of controlling all lift functions. The control switches on the lift control station shall have clear, legible, permanently attached labels identifying their function. Decals will not be allowed. The control station should be conveniently mounted to the entry door with stainless steel bracket and within easy reach of wheelchair lift operator. Lift control cord shall be the coiled type.

d) The lift electrical system shall be protected by a heavy-duty circuit breaker installed per manufacturers instructions with master control switch located near the driver and clearly labeled with indicator light.

e) The lift power switch on the pump housing shall be located or protected from accident damage, such as impact during wheel chair loading. Unprotected switches that face the rear of the vehicle will not be accepted. Switches that face the curbside of the vehicle, such as on the pump housing facing the "B" pillar will be accepted without added protective devices (for impact protection). The pump housing and related equipment must be designed to minimize noise/rattles during normal driving conditions. If noise/rattles can be reduced by holding the cover/placing a hand on it during normal driving then added anti rattle material/securement shall be installed.

8.4 CONTROL INTERLOCK: The interlock shall be fully automatic InterMotive ILIS or approved equal. Interlock shall be solid state, microprocessor-controlled unit capable of self-diagnosis. Interlock must prevent driving the vehicle with parking brake left on. Interlock must meet ADA Title 49 Lift Interlock requirements. A fully automatic Intermotive PCOM, or equivalent, shall be installed (to prevent starting the vehicle in neutral).

9.0 WHEELCHAIR SECURITY AND OCCUPANT RESTRAINT SYSTEMS:

Each vehicle shall be equipped with two forward facing wheelchair securement and occupant restraint systems. The systems shall be capable of securing a variety of common wheelchair designs and accommodate a wide range of occupant sizes. As standard, the spacing of the L track must be maximized to assist with securement and installed laterally as shown on Drawing C, Page 93. A longitudinally oriented track system shall also be available for the rear position, at no extra charge. Floor plans illustrating both systems must be included with the bid. The final track spacing will be determined at the preproduction meeting. The grab handle is to be made of 1.25" 304 stainless steel with radius at each end and securely attached below window. All attachment hardware and anchorages, shall meet or exceed the following requirements:

☐ 30 mph/20 G Impact Test criteria per SAE J2249

☐ 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)

☐ All applicable FMVSS, as amended

☐ California Code of Regulations, Title 13

a) Each securement system shall consist of four (4) retractor assemblies, automatic self-locking and self-tensioning. Retractors will not depend on knobs for tension or any inter-action of attendee. Retractor assemblies attach to the structural frame of the wheelchair at four separate points, and anchor into flanged L track. The securement system shall be Q'Straint Securement System QRT Q 8300 Max series retractors, Surelok Titan or approved equal (at buyers option). For each wheelchair securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and a shoulder (upper torso) belt and provided with a shoulder belt height adjustment and be retractable.

b) The securement system shall be mounted in flanged L track with end caps on track that does not extend to sidewalls. The L track shall be the same manufacturer of the securement system. The system anchorages and/or track shall be recessed and attached with flush screws in accordance with the requirements of the system manufacturer. A copy of the manufactures installation instructions must be available to the Joint Procurers upon request. Any deviation of track installation will require written approval from securement manufacturer that the installation will not alter required pull testing.

10.0 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

a) High Quality web cutter for emergency use shall be provided with each vehicle.

b) One torso pad approximately 20 cm X 30 cm (8" X 12") with Thickness of approximately 2.5 cm (1") and belt shall be supplied to secure wheelchair users while riding the on the wheelchair lift. Storage Container: A Freedman Tie Down Storage System (T.D.S.S.) shall be provided for the position under the folding seats, and a storage box, durable in design, subject to Joint Procurers approval, for the permanent position shall be permanently installed.

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

a) One 5-pound ABC fire extinguisher conveniently mounted.

b) A 16-unit First Aid Kit meeting the minimum requirements of California Code of Regulations, Title 13, Section 1243.

c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.

d) Sufficient interior lighting to illuminate the driver and passenger entry area and the interior aisle. The switch for these lamps shall be mounted in the dash and clearly labeled.

11.0 PUBLICATIONS AND PRINTED MATERIALS: Each vehicle will have a complete set of operation, quality assurance, and warranty publications. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy must be available for Joint Procurers's Inspector's review and acceptance at the preproduction meeting. The following shall be provided at time of delivery:

- a) Operation Manual: A complete operations manual and troubleshooting guide with a detailed manufacturers parts list will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the wheelchair accessories, wheelchair lift deployment, deployment of seats, and related equipment
- b) A complete schematic diagram of all hydraulic lines and circuits if any.
- c) All manuals for the van accessories and equipment to include wheelchair lift, air conditioning system, tie downs, seating, heater, etc.
- d) Warranty Information: Each vehicle will have a published listing of Contractor warranty repair locations, including address, telephone number, and contact name. Location maps will also be provided.

Appendix A-2: Unibody Construction Van Specifications

VEHICLE SPECIFICATIONS
UNIBODY CONSTRUCTION VAN
(CLASS K-2)
ATTACHMENT A-2
Valley Village
May 2014

CLASS K-2 , UNIBODY CONSTRUCTION VAN SPECIFICATION REQUIREMENTS

1.0 Scope:

The modification shall consist of improved passenger accessibility provisions for persons with disabilities. The vans are to be converted in accordance with this specification. No modifications to the van structure that would increase the roof height or modify the copilot door or change the in vehicle wheelchair lift beyond what is contained in these specifications will be allowed. The van shall be a complete, operating vehicle, at a minimum, conform in strength, quality of material and workmanship as provided by the automobile industry. The manufacturer must be ISO 9001:2000 certified for design, sale, manufacture of customized vans and multipurpose passenger vehicles. A copy of the certification must accompany the bid submittals. All parts added, as a part of the modification process shall be new. The basic van must be a current year factory production model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation.

All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with either a right side wheelchair lift installed in the step area of the double doors or a rear lift installed in the rear of the vehicle, at the option of the purchaser.

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

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

2.1 ALTOONA VAN TESTING: Bidders for the vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report provided to the Joint Procurers's prior to final acceptance of the first vehicle by a recipient. No vehicles with Class 1 or 2 failures are acceptable. Correspondence detailing remedial action taken to mitigate any Class 3 structural failures must be provided to the satisfaction of Valley Village. Failure to comply with these requirements will result in nullification of conditional award.

If Altoona testing is not necessary, proposer is to submit manufacturer's statement describing nature of modifications and reason Altoona testing is not required.

3.0 SPECIFICATION REQUIREMENTS

Basic Van: The production vehicle shall be a current Model Year, Extended Super Duty single rear wheel type Van Chassis, 9400lb minimum GVWR, 138" to 150" wheelbase with the following components and/or options:

a) Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM)

GVWR. In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any component therein, be exceeded, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory passenger and driver, and 250 lbs. per wheelchair passenger, seated in the locations designated and offered. A weight distribution schematic and loading calculation must be included.

b) Base Engine shall be a California approved 5.4L EFI, V8.

c) Transmission shall be four-speed automatic transmission incorporating OEM installed air-oil type auxiliary transmission cooler and filler extension neck for adding fluid.

d) Center LED brake light center mounted, minimum illuminated portion of the lens to equal 2" X 6" horizontally mounted located on the centerline above the rear window/doors.

e) The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.

f) Each chassis shall be equipped with front and rear, heavy-duty, doubleacting gas filled shock absorbers, the highest rating available from the OEM.

g) Each vehicle shall be equipped with OEM power-assisted steering and power 4 wheel disc brakes. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

h) Each vehicle shall be equipped with five matching steel-disc wheels.

i) Five OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire shall be mounted on the outside of the vehicle, either under the vehicle or on the rear of the vehicle.

j) Fuel tank shall be a minimum 30-gallon and, any chassis fuel system modifications shall be fully compliant with California Air Resources Board standards.

k) Instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Each vehicle instrument panel shall be equipped with at least the following:

- Ammeter or voltmeter
- Oil pressure gauge
- Fuel capacity gauge
- Engine temperature gauge
- Speedometer
- Emergency brake warning light

l) Back-up warning device, ECCO #530 or equal, which is readily audible outside each vehicle when the transmission is in reverse. The warning device shall be mounted in the rear of each vehicle.

m) Rear Obstacle Detection: Intermotive, Hawkeye Reverse Assistance System, or approved equal, rear obstacle detection system integrated into the OEM rear bumper (three-stage variable tone) per manufacturers recommendations.

n) An OEM AM/FM/CD radio with four speakers, two speakers installed in passenger area.

o) OEM factory tinted glass in windshield. All passenger windows shall be OEM tinted to the darkest tint available and legal under California Statutes and side windows vented where available from OEM.

p) Protective metal guard for the driveline shaft shall be provided to prevent a broken shaft from touching the ground or any break line and prevent the shaft from contacting the floor of the van.

q) Front and rear bumpers shall be OEM standard.

r) Drivers side running board. Design and installation must secure running board to frame and van floor and must support a 300 lb. load. See section 4.71 for restrictions.

s) Exhaust shall exit the rear of the vehicle, either straight back, to the street or curb side, and be stainless steel.

t) Vehicle will be equipped with OEM daytime running lights.

4.0 ELECTRICAL REQUIREMENTS

a) Wiring and Switches: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed in one central location with a cover (metal or plastic). This location shall be selected and designed to provide protection of all electrical components from any damage/shorting that could be caused by damage to the cover/electrical box such as may occur with impact from a wheel chair, etc. This cover shall be durable, and designed for such impacts if installed in an area likely to be contacted during loading/unloading or transport of passengers. The OEM chassis electrical protection may not be altered or modified in any way. All contractor installed switches shall be of heavy-duty design. No switches, or other electrical devices, are to be installed on the engine cover and no electrical, stationary or mechanical device may block the removal of the engine cover inside the van. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standards. All electrical wiring shall be automotive stranded and sufficient size to carry the required current without excessive voltage drop and shall be color, number and function coded at a minimum of eighteen (18) inch intervals. All wiring shall be run inside the body in a protected area. All wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. Wiring that must be routed under the vehicle, as close to the chassis frame rails as possible, shall be attached to the sub-floor with rubber or plastic coated P clamps every 12 inches and shall not be bundled with hoses. All connections with 3 to 12 circuits shall be environmentally sealed high impact plastic connectors with pull apart locking tabs. All connections containing one or two circuits shall be made with Posi-Lock connectors. No butt connectors will be allowed. Plastic wire ties are not acceptable. An additional ground shall be added between the engine and frame, zero (0) gauge. All grounds shall have the connection properly prepared and then sealed with dielectric grease.

b) Battery capacity must equal the largest available from the OEM. The pullout tray shall be easy sliding and be supported with ball bearing roller supported slides, all of which have the capacity to adequately support the weight of the battery equipment. The battery slide tray shall allow sufficient movement to allow the batteries to be serviced outside of the van body. A support arm will be mounted to keep the access door open while servicing the batteries. The battery compartment shall be totally enclosed and shall be vented. The battery tray shall have a positive latch and the hinged door shall have a locking latch. The outside of the enclosure and door shall be painted to match the OEM color. The battery compartment or enclosure shall be vented and self-draining. It shall be accessible only from outside the van. All components within the battery compartment, and the compartment itself, shall be protected from damage or corrosion from the electrolyte and gases emitted by the battery. The inside surface of the battery compartment's access door shall be electrically insulated to prevent terminals from shorting if a battery comes loose, or the door is damaged (such as in an accident).

c) Largest OEM alternator available shall be provided.

d) A fast idle system equal to Intermotive Gateway shall be installed. The fast idle must be able to automatically increase the engine speed to 1,500 RPM. The fast idle shall engage only when the vehicle is in park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 11.5V. A manual override switch located convenient to the driver to engage the system when the vehicle is in park and vehicle is not in motion, as described above.

- e) All electric wiring passing through the body metal shall have anti-chafing grommets.
- f) A complete “as built” electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for each vehicle ordered.

5.0 BODY MODIFICATIONS

- a) Frame Alteration/ Welding: All work must comply with OEM requirements, and have no welds or holes, as a result of the modification, in the frame flanges or within one and one quarter inches of the top of the top flange or the bottom of the bottom flange on the web or radius of the frame.
- b) All modifications shall comply with the FMVSS. The vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. The vehicle must be a unibody construction vehicle with an interior center aisle height of not less than 60 inches and a maximum of 74 inches. The roof shall contain a collapse-resistant steel rollover cage. The steel frame must consist of 1” X 1” tubular steel and have no less than five (5) horizontal stringers and two (2) longitudinal members. The doorframe for the extended passenger entry doors shall be an integral part of the extended roof.
- c) In no case shall sealing of alterations be dependent on caulking alone.
- d) The roof shall include longitudinal molded channels to divert moisture runoff from the side passenger entry doors and the driver’s entry door. On vans equipped with a rear lift, the roof shall include horizontal molded channels to divert moisture runoff from the rear doors. The drip rail must extend 2” over the center of the double doors and taper to 1” over the hinge side of each door. Drip edge/rail, shall be stainless steel.
- e) No water leaks shall be acceptable. Testing shall be done by use of a spray booth with nozzles appropriately placed to apply a minimum of 20 psi of water pressure to roof and all doors at edges/weather sealed areas.
- f) The interior of the roof shall be a smooth finished one-piece seamless fiberglass liner, not less than 1/16 inch in thickness.
- g) The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed to prevent pooling of water on the roof.
- h) The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.
- i) Interior Paneling: All interior walls shall be paneled using OEM ABS plastic or approved equal, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels shall be flame retardant and have all open areas sealed.

j) The vehicle body shall be fully insulated in the roof and all body panels to deaden sound and reduce vibration and heat transfers. Equivalent to 3.81 cm (1.5”) fiberglass insulation shall be used in the top, sidewalls of the top, and the vehicle walls. Insulation shall comply with all federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit van and Van Materials Selection. Road Noise: At 60 MPH the ambient noise level shall not exceed 89.5 DB measured from the geometric center of the passenger compartment.

k) Interior paneling components shall have material installed, as necessary, to prevent and reduce rattles caused by movement. (Example: If a panel makes noise that can be stopped or reduced by placing a hand against it, then it shall have added noise preventative materials, such as rubber material between noise causing components.) This shall be at Joint Procurers’ discretion.

6.0 SEATING: The OEM supplied driver seat shall be the fully padded, contoured bucket type of heavy-duty construction. The seat shall be easily adjusted forward and backward without the use of tools.

Forward Facing Seats

a) Seating shall be *Freedman 3PT* seats or prior approved equal. They must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 207 and 210. Seating system must be tested in vehicle at an A2LA accredited lab to insure compliance to these standards.

b) Double passenger seats shall be minimum 35” wide, the cushion depth shall be 16” minimum and the cushion height above the floor shall be 17.5” minimum, 19.5” maximum. Back cushion height shall be “mid hi” (not low back or high back) and must be minimum 24" from the top of the seat cushion (not including the grab rail).

c) All seat belts must be integrated into the seat with the retractor being totally concealed. Seat belts must be ELR/ALR switchable with KISI feature so that child seats can be safely secured.

d) All exposed metal parts and surfaces shall be chemical cleaned and powder coated black and provide a rugged, long lasting, rust and corrosion resistant finish.

e) All seat frames must be made from minimum 1” diameter steel tube. They must be jig welded, and utilize a heavy duty wire mesh grid for seat support. The back rest must have steel straps for back support; plastic straps are not acceptable.

f) All seats must include a “*Knee Saver*” backrest design that improves hip-to-knee room. Foldaway seats not included.

g) All cushions must be molded polyurethane to ensure maximum individual passenger comfort and durability.

h) All seats must be removable from the base frame (not flip or foldaway seats).

- i) All seats are to have top grab rails. Grabs may be deleted from foldaways to minimize seat spacing if needed.
- j) All upholstery must use plastic extruded “J” clips to fasten the cover to the frame. No special tools must be required to remove or replace covers.

Flip Seats

- a) Seating shall meet the same requirements as ambulatory forward facing seats.
- b) The seat cushion must lock in both the up and down positions. The operation of the flip seat will be performed by pulling a handle to release the lockup or lockdown mechanism. There must be no spring action to automatically lift or lower the seat. Double seats must move up & down as a single unit.
- c) All flip seats must match the visual and functional design of the other non-flip seats in the van.

Fold-away Seats

- a) Seating shall meet the same requirements as ambulatory forward facing seats.
- b) All foldaway seats must match the visual and functional design of the other non-flip seats in the van.
- c) The seat must be cantilevered and must not require an aisle leg for support.
- d) The foldaway seat must require no more than 3 operations to either store or deploy.
- e) In the stored position, the foldaway seat must be less than 13” wide.

7.0

- a) The floor overlay shall have a minimum of 1/2" 5 ply APA certified exterior grade plywood of C-C plug grade securely fastened to the cross sills. All edges to be properly sealed for moisture.
- b) Floor Coverings: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2 millimeter Altro Transflor Meta and/or Chroma, buyers choice no additional charge (or approved equal) color to be specified by buyer from Altro standard stock selection. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a van manufacturer’s warranty of no less than five years for installation and adhesion unless flooring manufacturer’s adhesive is used. All edges shall be sealed and all seams heat welded to prevent water penetration. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives.

7.1 Ambulatory passenger entry door

- a) Front Entrance Door - The vehicle shall be equipped with a single front entrance door, located opposite the driver. This ambulatory passenger entry door shall consist of the OEM front hinged door. As modified, the door shall offer a clear center opening width of at least 21” and a full

clear walk-in height of at least 78". The door shall be a minimum of 17" wide at the top. The upper door extension and horizontal members shall be constructed of 11 gauge steel with vertical members constructed of 16 gauge steel. All components are to be of welded construction.

b) Lowered Stepwell - The front entrance door shall have a lowered stepwell (minimum of 2 steps below floor level) constructed of corrosion resistant 11 gauge steel. The ground to the first step shall be no higher than 12", as measured from ground to top of entry step. There shall be a maximum 9" rise in the steps. Step tread depth shall be a minimum of 9" and each step shall offer a clear walk-in width of 21". These steps shall be fully recessed, enclosed, and protected from wind, rain, and weather. Each step shall be covered with a non-slip step covering (black) with either white or yellow step edging.

c) Step Entrance Light - Stepwell light shall provide at least 2 foot-candles of illumination measured on the step tread and shall have outside illumination of at least 1 foot-candle on street surface for a distance of 3 feet perpendicular to all points.

8.0 PAINT AND TRIM

a) All painted exterior surfaces shall match the exterior paint color of the basic van. The exterior paint shall be OEM white. All signs required by State and federal law shall be affixed to each vehicle exterior and interior. No decals or painted identification of van dealer/manufacturer are to be added to the vehicle.

b) A 3" Reflective Tape Reference 3M 680 series shall run the full length of each side. Stripe shall be above door handles and below the side windows, centered. This shall be white in color, with other colors available to user at no added charge. Color selection to be made available at time of order. Colors available shall be white, black, blue, light blue, green, and orange, red. Other colors may be made available by Contractor at no charge.

8.1 UNDERCOATING: Replacement of OEM undercoating for any area of the van that, during modification, the OEM undercoat protection has been modified or removed.

8.2 AIR CONDITIONING AND HEATING

Heating and Cooling

a) A front heater/defroster is to be supplied - the unit is to be factory supplied and shall have the maximum BTU rating available.

b) Rear heater – An auxiliary heater shall be provided for the comfort of the passengers. This heater shall be floor mounted and offer 50,000 Btu. This unit must be installed out of the way of any passenger traffic.

c) Rear air-conditioning – A high-output cooling system with three-position speed control shall be installed for passenger comfort. This evaporator shall offer a minimum 35,000 Btu of cooling and shall work in conjunction with the OEM compressor and condenser.

8.3 WHEELCHAIR LIFT

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

b) Mounting of the Wheelchair Lift Assembly: The wheelchair lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.

c) Control Station: The wheelchair lift system shall have one control station capable of controlling all lift functions. The control switches on the lift control station shall have clear, legible, permanently attached labels identifying their function. Decals will not be allowed. The control station should be conveniently mounted to the entry door with stainless steel bracket and within easy reach of wheelchair lift operator. Lift control cord shall be the coiled type.

d) The lift electrical system shall be protected by a heavy-duty circuit breaker installed per manufacturers instructions with master control switch located near the driver and clearly labeled with indicator light.

e) The lift power switch on the pump housing shall be located or protected from accident damage, such as impact during wheelchair loading. Unprotected switches that face the rear of the vehicle will not be accepted. Switches that face the curbside of the vehicle, such as on the pump housing facing the "B" pillar will be accepted without added protective devices (for impact protection). The pump housing and related equipment must be designed to minimize noise/rattles during normal driving conditions. If noise/rattles can be reduced by holding the cover/placing a hand on it during normal driving then added anti rattle material/securement shall be installed.

8.4 CONTROL INTERLOCK: The interlock shall be fully automatic InterMotive ILIS or approved equal. Interlock shall be solid state, microprocessor-controlled unit capable of self-diagnosis. Interlock must prevent driving the vehicle with parking brake left on. Interlock must meet ADA Title 49 Lift Interlock requirements. A fully automatic Intermotive PCOM, or equivalent, shall be installed (to prevent starting the vehicle in neutral).

9.0 WHEELCHAIR SECURITY AND OCCUPANT RESTRAINT SYSTEMS:

Each vehicle shall be equipped with two forward facing wheelchair securement and occupant restraint systems. The systems shall be capable of securing a variety of common wheelchair designs and accommodate a wide range of occupant sizes. As standard, the spacing of the L track must be maximized to assist with securement and installed laterally. A longitudinally oriented track system shall also be available for the rear position, at no extra charge. Floor plans illustrating both systems must be included with the bid. The final track spacing will be determined at the preproduction meeting. The grab handle is to be made of 1.25" 304 stainless steel with radius at each end and securely attached below window. All attachment hardware and anchorages, shall meet or exceed the following requirements:

- 30 mph/20 G Impact Test criteria per SAE J2249
- 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)

- All applicable FMVSS, as amended
- California Code of Regulations, Title 13

a) Each securement system shall consist of four (4) retractor assemblies, automatic self-locking and self-tensioning. Retractors will not depend on knobs for tension or any inter-action of attendee. Retractor assemblies attach to the structural frame of the wheelchair at four separate points, and anchor into flanged L track. The securement system shall be Q'Straint Securement System QRT Q 8300 Max series retractors, Surelok Titan or approved equal (at buyers option). For each wheelchair securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and a shoulder (upper torso) belt and provided with a shoulder belt height adjustment and be retractable.

b) The securement system shall be mounted in flanged L track with end caps on track that does not extend to sidewalls. The L track shall be the same manufacturer of the securement system. The system anchorages and/or track shall be recessed and attached with flush screws in accordance with the requirements of the system manufacturer. A copy of the manufactures installation instructions must be available to the Joint Procurers upon request. Any deviation of track installation will require written approval from securement manufacturer that the installation will not alter required pull testing.

10.0 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

a) High Quality web cutter for emergency use shall be provided with each vehicle.

b) One torso pad approximately 20 cm X 30 cm (8" X 12") with Thickness of approximately 2.5 cm (1") and belt shall be supplied to secure wheelchair users while riding the on the wheelchair lift. Storage Container: A Freedman Tie Down Storage System (T.D.S.S.) shall be provided for the position under the folding seats, and a storage box, durable in design, subject to Joint Procurers approval, for the permanent position shall be permanently installed.

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

a) One 5-pound ABC fire extinguisher conveniently mounted.

b) A 16-unit First Aid Kit meeting the minimum requirements of California Code of Regulations, Title 13, Section 1243.

c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.

d) Sufficient interior lighting to illuminate the driver and passenger entry area and the interior aisle. The switch for these lamps shall be mounted in the dash and clearly labeled.

11.0 PUBLICATIONS AND PRINTED MATERIALS: Each vehicle will have a complete set of operation, quality assurance, and warranty publications. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy must be available for Joint Procurers's Inspector's review and acceptance at the preproduction meeting. The following shall be provided at time of delivery:

- a) Operation Manual: A complete operations manual and troubleshooting guide with a detailed manufacturers parts list will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the wheelchair accessories, wheelchair lift deployment, deployment of seats, and related equipment
- b) A complete schematic diagram of all hydraulic lines and circuits if any.
- c) All manuals for the van accessories and equipment to include wheelchair lift, air conditioning system, tie downs, seating, heater, etc.
- d) Warranty Information: Each vehicle will have a published listing of Contractor warranty repair locations, including address, telephone number, and contact name. Location maps will also be provided.

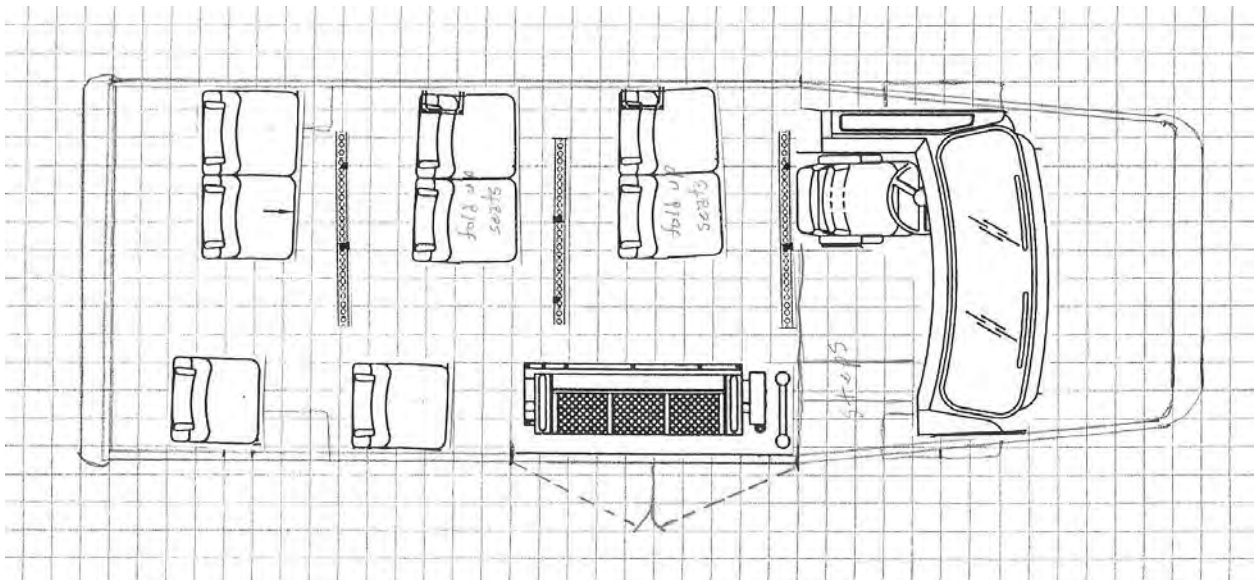
Appendix A-3: Possible Interior Configuration Of Vehicle

POSSIBLE INTERIOR CONFIGURATION OF VEHICLE
ATTACHMENT A-3
Valley Village
May 2014

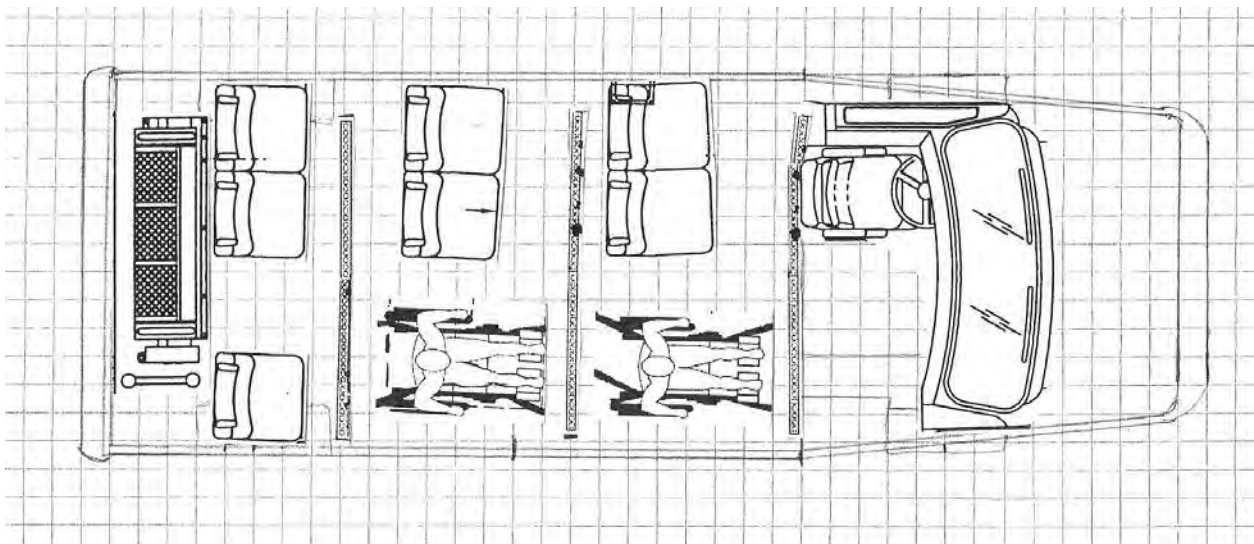
Below is a suggested interior configuration of the vans showing both a side lift configuration and a rear lift configuration. Alternate configurations submitted by Proposers will be considered. Seats may be single or double, depending on the width of the vehicle. At no time should there be spaces for more than ten passengers (including driver).

Note that front passenger seat of vehicle has been removed and replaced with steps.

Side Lift



Rear Lift



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 wires.	Pass/Fail		
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass/Fail		

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

Signature of Inspector Date

APPENDIX C; FORMS AND CERTIFICATIONS

C.1 Proposer's Checklist

RFP No. VV14-01, For Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways

Package 1: Technical Proposal (Note: Package 1 and 3 may be combined into one submittal.)

- ☐ 1. Letter of Transmittal
- ☐ 2. Acknowledgement of Addenda
- ☐ 3. Contractor Service and Support Data
- ☐ 4. Vehicle Questionnaire
- ☐ 5. Manufacturing facility plant layout including description of work by station
- ☐ 6. Warranty Provisions and Warranty Administration Plan
- ☐ 7. Quality Assurance Program

Package 2: Price Proposal (Package 2 must be a separate sealed submittal.)

- ☐ 1. Letter of Transmittal
- ☐ 2. Pricing Schedule (including option van features)

Package 3: Qualifications Package

- ☐ 1. Pre-Award Evaluation Data Form
- ☐ 2. Authorized Factory Dealer Confirmation
- ☐ 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
- ☐ 4. Letter for insurance
- ☐ 5. Proposal Form
- ☐ 6. Required Certifications

Package 4: Proprietary/Confidential Information Package¹

- ☐ 1. Proprietary/Confidential Information

1. There may be items in the first three packages that are included in Package 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in Packages 1 through 3.

C.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.”

Joint Procurement of Paratransit Vans

RFP No. VV14-01

Request #:

Proposer:

RFP Section:

Page:

Questions/clarification or approved equal:

Agency action: ☐ Approved ☐ Denied
 ☐ See addendum ☐ See response below

Agency response:

C.3 Acknowledgement of Addenda

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

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

Addendum No.:

– Dated:

Addendum No.:

– Dated:

Addendum No.:

– Dated:

Addendum No.:

– Dated:

Proposer:

Name:

Title:

Phone:

Street address:

City, state, ZIP:

Authorized signature Date

C.4 Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to Agency:

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

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

Regular method of shipment:

Cost to Agency:

C.5 Pricing

Each Proposer is to complete the appropriate forms, print and return an original with a “wet signature” with the required proposal forms. Proposers are to also provide the other copies as required in Proposal Date and Submittal Requirements.

Price and Optional Features Pricing Worksheets If proposing on more than one chassis type, include copies in each of the separate proposals Manufacturer Model		Price
Optional Features		
1	Foldaway Seat	
2	34"-36" Flip Seat	
3	17"-18" Flip Seat	
4	Child Seat	
5	Roof Vents	
6	Additional Mobility Aid position(s) (w/tie downs) ea.	
7	HELP Front bumper	
8	Credit for seat delete	
9	Locking rear door w/alarm	
10	Removable diamond floor access plate	
11	Locking fuel door	
12	Armored Marker lights and side turn signal	
13	Credit for RECARO SHS Drivers Seat	
14	USSC G2 E Drivers Seat	
15	Freedman Sport Drivers Seat	
16	Telma Driveline Brake Retarder	
17	Raised Floor	
18	Mor-RYD Suspension'	
19	Engine Credit for Ford 5.4 Liter	
20	Amerex Fire Suppression	
21	Electric Roller Curtain Sign (Front and Side)	
22	REI Buswatch DVR System (4 Camera)	
23	Stop Request System (w/ sign)	
24	Diesel Option-Largest Available (GM only)	
25	Maxon Wheelchair Lift	
26	Pentex 200 Amp Alternator	
27	RoadSpeed Limiter	
28	Sportworks bike rack (black 2 bike)	
29	Automatic Stop/Start System	
30	Kidde Automatic Fire Supression w/Methane	
31	Cruise Control	
32	Apollo 250 GB DVR w/ GPS (4 camera)	
33	Thermo King S-20 (40k BTU) for Class A	
34	Thermo King S-30 (60k BTU) for Class B and C	
35	Dialight Exterior LED	

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36	Dialight Interior LED	
37	Delivery charge per mile past 100	
38	Level 1 vinyl or fabric credit per seat	
39	Level 3 fabric or vinyl seat credit	
40	ADNIK Power Seat Base	
41	American Seating Horizon (per seat)	
42	Velvac Power Mirror	
43	OEM DriversSeat	
44	Rubber Floor Credit	
45	CrossOver Mirror	
46	OEM Exterior Mirrors Credit	
Printed Name, Title		
Signature		
Company Name		
Signatory represents he/she has authority to bind company named to the bid submitted and any contract awarded.		

C.6 Pre-Award Evaluation Data Form

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

Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways
RFP No. VV14-01

1. Name of firm:

2. Address:

3. ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

4. Date organized:

State in which incorporated:

5. Names of officers or partners:

- a.
- b.
- c.
- d.

6. How long has your firm been in business under its present name?

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?

☐ Yes ☐ No

If yes, then attach as **SCHEDULE ONE** the full particulars regarding each occurrence.

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.]

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 van.

10. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.

The above information is confidential and shall not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information:

Name and title:

Company:

Authorized signature Date

C.7 Federal Certifications and Other Certifications

C.7.1 Buy America Certification

This form is to be submitted with all proposals.

Certificate of Compliance

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

Name and title:

Company:

Authorized signature Date

Certificate of Non-Compliance

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

Name and title:

Company:

Authorized signature Date

C.7.2 Debarment and Suspension Certification for Prospective Contractor

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

Choose one alternative:

- ☐ The Proposer, _____, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission 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 § Section 3801 et seq are applicable thereto.

Executed in _____, _____ (city, state).
Name: _____

Authorized signature Date

C.7.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

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

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that 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

C.7.4 Non-Collusion Affidavit

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

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that

(Name of Affiant)

I am _____ of _____

(Capacity) (Name of Firm, Partnership or Corporation)

whose business is _____

and who resides at _____

and that _____

(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature of Affiant Date

Sworn to before me this _____ day of _____, 20____.

Seal

Notary public My commission expires

C.7.5 Lobbying Certification

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 Joint Procurers 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 Joint Procurers 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 sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and Joint Procurers agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE 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.

C.7.6 Certificate of Compliance with van 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 vans offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple vans are being proposed, provide additional van 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 vans are being proposed, testing data on additional vans 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 van.

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

C.7.7 DBE Approval Certification

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

Name and title of the proposer's authorized official:

Authorized signature Date

C.7.8 Federal Motor Vehicle Safety Standards

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

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Company name:

Name of signer:

Title:

Authorized signature Date

C.8 Proposal Form

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 the Participating Agencies in response to Request for Proposal: **Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways RFP No. VV14-01** 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

C.9 Notice of Award

By execution below, the Proposal is accepted and the Contract is awarded as indicated above.
Lead Agency Contracting Officer:

Authorized signature Date

C.10 Vehicle Questionnaire

Each Proposer is to complete the appropriate LINES, print and return an original with a “wet signature” with the required proposal forms. Proposers shall also provide the required Warranty Provisions. Proposers are to also provide the other copies as required in Proposal Date and Submittal Requirements. This form must be completed and included in the Technical Proposal.

TECHNICAL INFORMATION

(Submit 1 per line item proposed)

Van Vendor

Van Manufacturer

Van Model Number

Altoona Test Life (years/miles)

Production Location

Warehouse/s and Service Locations

Overall Length (including bumpers)

Overall Width (excluding mirrors)

Overall Exterior Height

Interior Height (center of aisle)

Doorway Opening

Ambulatory Width inches / Height inches

Wheelchair Width inches / Height inches

Wheel base

Floor thickness

Construction Type/Materials

Subframe

Body frame

Exterior panels

Interior panels

Insulation

Overall wall thickness

Chassis Manufacturer

Certified Weight of van - Total

On Front Axle

On Rear Axle

Engine Manufacturer

Type

Model

Net S.A.E. Horsepower

Net S.A.E. Torque

Transmission Manufacturer

Type

Model

Speeds

Cooler

Alternator Manufacturer

Model

Output (amps)

Starter Motor Manufacturer
Model
Air Compressor (if equipped) Manufacturer
Model
Capacity
Gross Vehicle Weight Rating (GVWR)
Axle, Front Manufacturer
Type
Model
Gross Axle Weight Rating (lbs)
Axle, Rear Manufacturer
Type
Model
Gross Axle Weight Rating (lbs)
Differential Ratio
Power Steering Pump Manufacturer
Model
Brakes - Manufacturer
Front - Type
Diameter
Rear - Type
Diameter
Radiator Manufacturer
Type
Model
Total System Capacity (Excluding
auxiliary heating system) gallons
Radiator Fan Speed Control Type
Surge Tank Capacity
Engine Thermostat Temperature Setting degrees
Overheat Alarm Temperature Setting degrees
Heating System Capacity Front BTUs / Rear BTUs
Heating Cores - Manufacturer
Number of cores
Air Conditioning - Manufacturer
Model
Capacity (BTUs) Base
Fuel Tank Capacity (gallons)
Tires - Manufacturer
Size
Type
Load Range
Batteries
Main - Manufacturer
Type, Size
Capacity (CCA at 0 degrees F)
Accessory - Manufacturer
Type, Size

Capacity (CCA at 0 degrees F)
Seat Belts - Manufacturer
Type
Passenger Seats - Manufacturer
Type
Minimum knee-to-hip space
Driver's Seat - Manufacturer
Model
Interlock - Manufacturer
Model
Backup Alarm (db)
Roof Marker Lights - Manufacturer-Type
Interior Lighting - Type
Number of Fixtures
Identification Lights - Manufacturer-Type
Proposed Delivery Schedule
Altoona Test Date
BTI Report #
Number of Class 1 Failures
Number of Class 2 Failures
Number of Class 3 Failures
Undercoating Brand
Entry Door Brand/Model #
Power Mirrors/Brand/Model#
Clear Aisle Width
First Step Height (bottom step tread to ground)

Chassis Stretch? Y/N, Please Detail
Flooring Adhesive Brand

SUMMARY OF STANDARD WARRANTIES

(Provide detailed warranty information with proposal)

5 year vans (Minimum Federal Life)

Warranty	Miles	Years
Body Structure		
Chassis		
Engine		
Transmission		
Air conditioner		
Lift/Ramp		
Other Options		

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 vans	Feb 1, 1987
J382	Windshield Defrosting Systems Performance Requirements - Trucks, Buses, and Multipurpose Vehicles.	Jan 1, 1994
J534	Lubrication Fittings	May 1, 2008
J537	Storage Batteries	Sep 1, 2000
J541	Voltage Drop for Starting Motor Circuits	Oct 1, 1996
J587	License Plate Illumination Devices (Rear Registration Plate Illumination Devices)	Sep 1, 2003
J593	Backup Lamps (Reversing Lamps)	Sep 1, 2005
J673	Automotive Safety Glasses	Oct 1, 2005
J680	Location and Operation of Instruments and Controls in Motor Truck Cabs, Recommended Practice	Sep 1, 1988
J686	Motor Vehicle License Plates	Oct 1, 1999
J689	Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles: Passenger Car and Light Truck	Aug 1, 2009
J833	Human Physical Dimensions	May 1, 2003
J844	Nonmetallic Air Brake System Tubing	Nov 1, 2004
J941	Motor Vehicle Drivers' Eye Locations	Mar 1, 2010
J994	Alarm Backup Electric Laboratory Performance Testing	Mar 1, 2009
J1050	Describing and Measuring the Driver's Field of View	Jan 1, 2003
J1113	Electromagnetic Compatibility Component Test Procedure Part 42, Conducted Transient Emissions	Oct 1, 2006
J1127	Low Voltage Battery Cable	Mar 1, 2010
J1128	Low Voltage Primary Cable	Dec 1,

		2005
J1149	Metallic Air Brake System Tubing and Pipe	Aug 1, 2007
J1292	Automobile and Motor Coach Wiring	Jan 1, 2008
J1455	Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications	Jun 1, 2006
J1587	Joint SAE/TMC Electronic Data Interchange between Microcomputer Systems in Heavy-Duty Vehicle Applications, Recommended Practice	Jan 1, 1996
J1708	Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications	Oct 1, 2008
J1986	Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations	Jan 1, 2006
J1939	Data Link Layer	Dec 1, 2006
J1995	Engine Power Test Code: Spark Ignition and Compression Ignition - Gross Power Rating, Standard;	Jun 1, 1990
J2402	Road Vehicles: Symbols for Controls, Indicators, and Tell-tales	Jan 1, 2010
J2711	Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles	Sept 1, 2002

Appendix E: Abbreviation and Acronyms

A/C air conditioning
ABS anti-lock braking system
AC alternating current
ACQ alkaline copper quaternary
ADA Americans with Disabilities Act
Ah amp hour
ALR auto-locking retractor
APA The Engineered Wood Association, formerly the American Plywood Association
APC automatic passenger counter
APTA American Public Transportation Association
ASTM ASTM International, formerly the American Society for Testing and Materials
ATC automatic traction control
AVL automatic vehicle location
AWG American Wire Gauge
BAFO Best and Final Offer
BMS Battery Management System
BRT van 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 milliamperes
MDT mobile data terminal
MPa mega-Pascal
NC normally closed
NFPA National Fire Protection Association
NGV natural gas vehicle
NO_x nitrogen oxide
NO normally open
NTP notice to proceed
OEM original equipment manufacturer
OSI Open Systems Interconnect
PA public address
PMO project management oversight
PPU primary propulsion unit
PPU prime power unit
PPV price per vehicle
PRD pressure relief device
psi pounds per square inch
RF radio frequency
RFI radio frequency interference
RTC real-time clock
SAE SAE International, formerly the Society of Automotive Engineers
scf standard cubic feet
SLW seated load weight
SOC state of charge
UL Underwriters Laboratories
UNECE United Nations Economic Commission for Europe
VDC volts of direct current
Wh watt-hours
VIN vehicle information number