



COAST

**Invitation For
Bids**

10-01

February 1, 2010

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1 SOLICITATION, OFFER & AWARD

1.1 SOLICITATION

1.1.1 SOLICITATION DATA

1.1.1.1 PROCURING AGENCY AND CONTRACTING OFFICER

Invitation for Bids (IFB) No: 10-01

Date: February 1, 2010

COAST:

Cooperative Alliance for Seacoast Transportation (COAST)
Name

42 Sumner Drive, Dover, New Hampshire 03820
Address

Rad Nichols, Executive Director
Contracting Officer

Telephone No.: (603) 743-5777 ext. 100

Fax No.: (603) 743-5786

Email: rnichols@coastbus.org

1.1.1.2 SCOPE

COAST requests proposals for the manufacture and delivery of one (1) new accessible small bus (van cutaway), with the option for a second, in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract.

1.1.1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for Offerors:

| | | |
|---|--------------|--|
| Pre-proposal Conference (if requested) | Sec. 1.1.2.1 | <u>10:00 am, February 12, 2010</u> |
| Offeror Communications and Requests | Sec. 1.1.2.2 | due at least <u>10 (ten days)</u> before bid due date |
| Bid Due Date | Sec. 1.1.3.2 | <u>2:00 pm, March 5, 2010</u> |

1.1.2 PRE-BID

1.1.2.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference, if requested, will be held by COAST at 42 Sumner Drive, Dover, New Hampshire and at the time specified in "Solicitation Schedule" (Section 1.1.1.3).

Prospective Offerors are requested to submit written questions to the Contracting Officer in advance of the pre-proposal conference. Prospective Offerors are reminded that any changes to the IFB will be by written addenda only and nothing stated at the pre-proposal conference shall change or qualify in any way any of the provisions in the IFB and shall not be binding on COAST.

1.1.2.2 BID POSTPONEMENT AND ADDENDA

COAST reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Offerors. If the revisions and amendments require changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as in the opinion of COAST shall enable Offerors to revise their bids. In any case, bid opening shall be at least five (5) working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable, for opening bids.

1.1.2.3 OFFEROR COMMUNICATIONS AND REQUESTS

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

At any time during this procurement up to the time specified in "Solicitation Schedule" (Section 1.1.1.3), Offerors may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the solicitation or any addenda to the solicitation. 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 and may be transmitted by facsimile. The Offeror making the request shall be responsible for its proper delivery to COAST per "Procuring Agency and Contracting Officer" (Section 1.1.1.1) on the form provided in "Request for Change or Approved Equal" (Section 1.1.6.1). COAST will not respond to oral requests except those made at any pre-bid conference, which shall be tentative responses. Any oral response at a pre-bid conference, which is not confirmed by an addendum, shall not be official or binding on COAST. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the Solicitation, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by COAST in the form of addenda only. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of COAST shall not be binding on COAST.

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

1.1.2.4 BID MODIFICATION AND/OR WITHDRAWAL PRIOR TO OPENING

Prior to the date/time set for bid opening, bids may be modified or withdrawn by the Offeror's authorized representative in person, or by written or facsimile notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. If modifications or withdrawal is done other than by person, the notice by the Offeror must be received in the place designated in the IFB not later than the exact time set for bid opening. A facsimile modification or withdrawal of a bid received by fax machine should be considered if the message is received by COAST not later than the time set for bid opening, and confirmed as being received.

Modifications received by facsimile will be sealed in an envelope with the following written thereon: the date, time of receipt and by whom, his/her signature and the IFB number. Information contained therein should not be disclosed before the time set for bid opening.

1.1.2.5 CANCELLATION OF INVITATIONS BEFORE OPENING

Cancellation of an IFB usually involves the loss of time, effort, and money spent by COAST and Offerors in pursuing the procurement process up to the point of cancellation. This IFB should not be canceled unless cancellation is in the best interest of COAST. When an IFB is canceled, bids that have been received will be returned unopened to the Offerors and a notice of cancellation shall be sent to all prospective Offerors to whom the IFB was issued. The notice of cancellation shall identify the IFB and briefly explain the reason for IFB cancellation.

1.1.3 BID REQUIREMENTS

1.1.3.1 BID PREPARATION

Each Offer shall be made only on this Solicitation, Offer and Award form which shall be enclosed in a sealed envelope with the name and address of the Offeror clearly stated, and COAST IFB 06-01 marked on the outside. All blank spaces in the Offer must be filled in and no changes shall be made in the wording.

1.1.3.2 DUE DATE

Sealed bids in original and one (1) copy will be received at the address shown in "Procuring Agency and Contracting Officer" (Section 1.1.1.1) until the time specified in "Solicitation Schedule," (Section 1.1.1.3). Bids shall be valid for a period of not less than 90 days and not more than 180 days.

1.1.3.3 PRICING SCHEDULE

Bids must show net prices, extensions, and net total. In case of conflict between unit price and extension, the unit price will govern. No change in price will be considered after bids have been opened. Offerors shall include delivery prices in their bid totals. Multiple bids or bids containing alternate pricing must be submitted separately.

The Offeror is required to complete and execute the Pricing Schedule of Forms (Section 1.1.5.9), and provide same in the bid. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Offer price. COAST shall be liable for any such state and local taxes applicable to the complete bus as delivered that are promulgated and become effective between the due date and the delivery date.

1.1.3.4 DBE CERTIFICATION

Pursuant to Title 49, Code of Federal Regulations, part 23.67, a bidder, as a condition of being authorized to bid this procurement, must certify by completing "DBE APPROVAL CERTIFICATION" (Section 1.1.3.5), that it has on file with the Federal Transit Administration (FTA) an approved or not disapproved annual Disadvantaged Business Enterprise (DBE) subcontracting participation goal.

1.1.4 BID OPENING AND RESPONSE

1.1.4.1 PUBLIC BID OPENING

Bids shall be publicly opened at the time set for opening in this solicitation. Their content, excluding documents marked proprietary, shall be made public for the information of Offerors and others interested, who may be present either in person or by representatives. The original copy of each bid will be carefully safeguarded, particularly until an abstract of the bids has been made and its accuracy verified.

1.1.4.2 LATE MODIFICATIONS AND WITHDRAWALS

Modifications of bids and requests for withdrawal of bids which are received at the designated location after the exact time set for bid opening are considered "late modifications" and "late withdrawals", respectively. A late modification of the otherwise successful bid may be opened at any time it is received. If in the judgment of COAST it makes the terms of the bid more favorable to COAST, it will be considered.

1.1.4.3 QUALIFICATIONS FOR AWARD

Award of this Contract shall be made to the Offeror quoting the lowest total, computed bid on buses, including delivery charges, as described on the pricing schedule in "Required Forms" (Section 1.1.5), provided the bid is responsive in all respects to these procurement requirements. The Offeror must have:

1. Offeror's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either COAST or the Offeror. *(NOTE: Here it is only important to determine if the Offeror will have sufficient financial strength to pay its bills on time, fund the cash flow, and meet obligations to subcontractors. The evaluation of financial strength should take into account the Offerors other contractual commitments)*
2. Complied with all contract obligations including the bonding and insurance requirements and the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
3. Satisfactory record of performance. Contractors who are or have been seriously deficient in current or past contract performance may be presumed to be unable to meet this requirement. Past documented, unsatisfactory performance will be sufficient to justify a finding of non-responsibility.
4. Engineering, management and service firms with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any engineering or service problems that may arise during the warranty period.
5. Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
6. 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.
7. Evidence that Offeror is qualified in accordance with Part 3: Quality Assurance Provisions.
8. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Offeror took to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by client reference for similarly manufactured vehicles for the preceding 12 months.
9. Completed, executed and submitted bid in accordance with the instructions contained within the IFB. The bid must meet all requirements of the IFB. The Offeror may not impose certain conditions that materially modify the requirements of the solicitation documents.
10. Evidence of satisfactory compliance with applicable COAST, state and federal laws, regulations and policies and procedures.

COAST shall have the right to conduct a pre-award survey of each Offeror.

1.1.4.4 SINGLE BID/TOO FEW BIDS RESPONSE

If only one responsive bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single Offeror. A cost or price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

In a single response bid situation, competitive bidding procedures can be modified to negotiation on price only to ensure reasonableness. Care must be taken not to change the IFB solicitation's substance. COAST may decide to make the award to a single bid supplier. COAST may also decide to cancel the solicitation, reissue the procurement, and/or aggressively seek out interested suppliers. For large substantial dollar procurements, as determined by COAST's Board of Directors, one of these tasks is necessary.

If too few bids are received and pressures in the market place on price are not present, COAST will perform a cost analysis to determine reasonableness of price. Where a cost analysis is necessary to determine reasonableness of price, the Offeror will be required to furnish a detailed cost proposal for audit and possible subsequent award by negotiation. COAST reserves the right to require submission of cost data in the event too few bids are received.

1.1.4.5 BID REJECTION

COAST reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other Offerors, or to reject, for good and compelling reasons, any and all bids submitted. Conditional bids, or those which take exception to the specifications, will be considered nonresponsive and will be rejected.

1.1.4.6 AWARD PROCEDURE

Unless all bids are rejected, within 15 calendar days after the bid opening and all required approvals have been obtained, the Contracting Officer shall sign the Solicitation, Offer and Award form submitted by the successful Offeror and shall deliver the executed Contract documents specified in "Contract Documents" (Section 2.2.2) within 5 calendar days after the signing. Delivery of Contract documents shall be determined by the Contractor's signature on the return receipt request.

If an award is made to other than the apparent low bidder, COAST will promptly notify the unsuccessful low bidders that their bids were rejected. This notification will state the reason for rejection. In addition, notification that an award has been made to another firm should be given immediately to all unsuccessful bidders.

1.1.4.7 CONFIDENTIAL INFORMATION

Access to government records is governed by the State of New Hampshire. Except as otherwise required by the State of New Hampshire, COAST will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the bid. Any such proprietary information, trade secrets or confidential commercial and financial information, which an Offeror believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

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

Upon a request for records from a third party regarding this bid COAST will notify in writing the party involved. The party involved must respond within 20 (twenty) calendar days with the

identification of any and all “proprietary, trade secret, or confidential commercial or financial” information and the party involved will indemnify COAST’s defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

COAST shall employ sound business practices no less diligent than those used for COAST’s own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Offerors and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of New Hampshire 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 COAST in its sole discretion, bears appropriate notices relating to its confidential character.

1.1.4.8 PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with COAST Protest Procedures.

COAST will consider all protests or objections regarding the award of a contract whether submitted before or after award. If the protest is provided orally and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Written notice of the final decision will be provided to the protester.

Protests Before Award

COAST will require written confirmation of an oral protest. The confirmation will be submitted in accordance with COAST’s protest procedures. If written confirmation is not received by the time specified, the oral protest will be disregarded and award will be made in the normal manner. However, if COAST, upon investigation, finds that remedial action is required, such action will be taken.

Notice of a protest and its basis will be given to all involved or affected bidders. When COAST determines to withhold the award pending disposition of a protest, bidders whose bid might become eligible for award will be requested to extend the time for acceptance (with consent of sureties, if any). In order to avoid the need for re-advertisement, the request for extension will be made prior to expiration of the acceptance period.

When a written protest against making an award is received, the award will not be made until five (5) days after the matter is resolved, unless COAST determines that one of the following applies:

1. the supplies or services to be procured are urgently required
2. delivery or performance will be unduly delayed by failure to make the award promptly
3. failure to make a prompt award will otherwise cause undue harm to COAST

If the award is made, the file will be documented to explain the basis for the award and written notice of the decision to proceed with the award will be sent to the protester and all others concerned.

In the event that COAST determines that an award is to be made during the five (5) day period or during a pending protest, the FTA will be notified prior to an award. The FTA reserves the right not to participate in such procurement.

Protests After Award

If COAST has made an award, the contractor will be provided the notice of protest that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to COAST's interest, COAST will consider a mutual agreement with the contractor to suspend performance on a no-cost basis.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

1.1.5.2 ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the bid.

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

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

| |
|--------------------------------|
| Offeror: _____ Name |
| Street Address |
| City, State, Zip |
| Signature of Authorized Signer |
| Title |
| Phone |

1.1.5.3 OFFEROR SERVICE AND PARTS SUPPORT DATA

Location of nearest Technical Service Representative to COAST

Name _____

Address _____

Telephone _____

Offeror to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to COAST

Name _____

Address _____

Telephone _____

Offeror shall describe the extent of parts available at said center.

Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance

Regular Method
of Shipment _____

Cost to COAST _____

1.1.5.4 BUY AMERICA CERTIFICATION

(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: _____

Title: _____

Company Name: _____

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: _____

Title: _____

Company Name: _____

1.1.5.5 DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

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

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

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space _____.

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

_____ Signature of the Bidder or Offeror’s Authorized Official

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

_____ Date

1.1.5.6 LOBBYING CERTIFICATION

(To be submitted with a bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.))

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

_____ Signature of the Bidder or Offeror’s Authorized Official

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

_____ Date

1.1.5.7 DBE APPROVAL CERTIFICATION

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

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized
Official

_____ Date

1.1.5.8 CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

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

(mark one and only one of the three blank spaces with an "x")

1. ____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____(date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. ____ The 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 Offer 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 will be tested and the results will be submitted to COAST prior to acceptance of the first bus.

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

1.1.5.9 PRICING SCHEDULE

By execution below, Offeror hereby offers to furnish equipment and services as indicated herein.

| <u>ITEM DESCRIPTION</u> | <u>NET COST</u> |
|---|-----------------|
| One (1) new gas powered accessible small bus (van cutaway) | \$ _____ |
| With option for second | \$ _____ |

Signature: _____

Date: _____

1.2 OFFER

By execution below Offeror hereby offers to furnish equipment and services as specified in COAST Invitation for Bids No. 10-01 including "General Provisions" (Section 2), "Quality Assurance Provisions" (Section 3), "Warranty Provisions" (Section 4) and "Technical Specifications" (Sections 5 & 6) therein.

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

1.3 AWARD

By execution below COAST accepts Offer as indicated above.

Contracting Officer: _____
Signature

Date of Award: _____

2 GENERAL CONTRACTUAL PROVISIONS

2.1 DEFINITIONS

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

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

COAST. Cooperative Alliance for Seacoast Transportation (COAST).

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

Contracting Officer. The person who is executing this Contract on behalf of COAST and who has complete and final authority except as limited herein.

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

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

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

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

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

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

Solicitation. COAST's Invitation for Bids.

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

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

2.2 CONTRACT AND MODIFICATIONS

2.2.1 CONTRACT AWARD AND EXECUTION

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

2.2.2 CONTRACT DOCUMENTS

The Contract consists of the following:

- Part 1 - Contractor's Offer and COAST's Notice of Award
- Part 2 - General Contractual Provisions
- Part 3 - Quality Assurance Provisions
- Part 4 - Warranty Provisions
- Part 5 - Vehicle: Technical Specifications
- Addenda - As issued.

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

- First - Addenda issued by COAST
- Second - Part 5, Technical Specifications
- Third - Parts 2, 3, and 4 of this document
- Fourth - Contractor's Offer

2.2.3 MODIFICATIONS TO CONTRACT

2.2.3.1 CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted to COAST for its prior approval.

2.2.3.2 WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. 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.

2.2.3.3 CHANGE ORDER PROCEDURE

As soon as reasonably possible but no later than 30 (thirty) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the 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 both parties shall execute a detailed modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

2.2.3.4 PRICE ADJUSTMENT FOR REGULATORY CHANGES

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

2.2.4 PARTIES AND CHANGES IN PARTIES

2.2.4.1 PARTIES

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

2.2.4.2 SUCCESSION

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

2.2.4.3 ASSIGNMENT AND SUBCONTRACTING

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

2.2.5 SPECIFICATION AND OFFER OMISSIONS

Notwithstanding the provision of drawings, technical specifications, or other data by COAST, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Communication equipment and other items that are installed by COAST shall not be the responsibility of the Contractor unless they are included in this Contract.

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

2.2.6 TERMINATION OF CONTRACT

2.2.6.1 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by COAST 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 COAST. 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: 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 COAST 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 COAST 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 may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to COAST and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to COAST; 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 COAST 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; and 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 which is in the possession of the Contractor and in which COAST has or may acquire an interest.

The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to COAST 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 "COAST" shall be substituted in lieu thereof.

2.2.6.2 TERMINATION FOR DEFAULT

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

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

If the Contract is terminated in whole or in part for default, COAST 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 COAST for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or

services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

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

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

2.2.7 DISPUTES

NOTE: The following deals with disputes arising after Contract award and not during the procurement process. The latter are "protests" which should be dealt with under the procurement procedures.

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract, which 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 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) days of the determination of the dispute.
2. Negotiation Between Executives. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. 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) 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 will represent that party and of any other person(s) who will accompany the executive in negotiations. Within 28 (twenty-eight) days after delivery of the dispute notice, the executives 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 persons within forty-two (42) 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. Contracting Officer's or Chief Executive Officer's Decision. (a) Should the dispute not be resolved by negotiation between executives, as provided in (2) above, COAST's executive representative from (2) above shall submit a written request for decision to the contracting officer along with all documentation and minutes from the negotiations. The Contracting Officer shall issue a written decision within 14 (fourteen) days of receipt of a request.

- A. For disputes involving \$50,000 or less, the decision of the Contracting Officer shall be administratively final and conclusive. For disputes involving \$50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph 4 shall only be overturned if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the evidence or so grossly erroneous as to imply bad faith. For disputes greater than \$50,000, the decision of the Contracting Officer shall be administratively final and conclusive unless, within 30 (thirty) days from the date of delivery of the written decision, the Contractor appeals the decision in writing to COAST's chief executive officer or designee who shall render a written decision within 14 (fourteen) days of delivery of such written appeal. Such decision by the chief executive officer or his/her designee shall be administratively final and conclusive.
- B. Within 30 (thirty) days of the issuance of any administratively final and conclusive decision under this paragraph 3, the Contractor shall notify COAST in writing of the Contractor's agreement with the final decision. Failure to provide such written notice of agreement shall indicate intent by the Contractor to litigate the claim.
- C. Any dispute which is not resolved by the Parties through the operation of the provisions of this paragraph, or any mutually agreed upon alternative disputes resolution process pursuant to paragraph 4 may be submitted to any court in the State of New Hampshire.
- D. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of COAST.

4. Alternative Disputes Resolution. If agreed to by both parties disputes may be resolved by a mutually agreed upon alternative dispute resolution process which may include structured negotiations different from (2) above, mediation or arbitration.

5. Arbitration. Disputes appealed to arbitration involving over \$50,000 but less than \$250,000 shall be decided by one (1) qualified and disinterested arbitrator, selected through the American Arbitration Association and mutually agreed to by both parties. The arbitrator shall conduct all proceedings in accordance with the rules of the American Arbitration Association, and shall consider the Contract, equity, the prevailing law and established commercial practice in rendering a decision.

Disputes appealed to arbitration involving \$250,000 or more shall be decided by three (3) qualified and disinterested arbitrators, selected through the American Arbitration Association. One (1) arbitrator shall be selected by each of the parties and the two selected arbitrators shall select a third arbitrator within 10 (ten) days of their selection. The arbitrators shall conduct all proceedings in accordance with the rules of the American Arbitration Association, and shall consider the Contract, equity, the prevailing law and established commercial practice in rendering a decision. The decision by the arbitrators shall be final and enforceable in any court having jurisdiction over the parties.

2.2.8 COMMUNICATIONS

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

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

2.3 DELIVERY AND TITLE

2.3.1 DELIVERIES

2.3.1.1 BUS DELIVERY PROCEDURE

Delivery of buses shall be determined by signed receipt of COAST's designated agent(s) Rad Nichols, at the following point of delivery and may be preceded by a cursory inspection of the bus.

42 Sumner Drive
Dover, New Hampshire 03820

2.3.1.2 DELIVERY SCHEDULE

Delivery shall be completed within 140 days after delivery of the executed contract documents. Early delivery will also be accepted. Hours of delivery shall be 9:00 am through 3:00 pm the following days of the week: Monday through Friday.

2.3.1.3 PRE-DELIVERY TESTS AND INSPECTIONS

The pre-delivery tests and inspections shall be performed at or near the Contractor's plant; they shall be performed in accordance with the procedures defined in Part 3: Quality Assurance Provisions, and they may be witnessed by COAST. When the bus passes these tests and inspections, the Contractor shall authorize release of the bus.

2.3.1.4 ASSUMPTION OF RISK OF LOSS

COAST shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery Procedure" (Section 2.3.1.1), if delivered by common carrier or driveway, or on release to COAST's drivers at the Contractor's plant. Prior to this delivery or release, the Contractor shall have risk of loss of the bus, including any damages sustained during the common carrier or driveway operation regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log enroute and it shall be delivered to COAST with the bus.

2.3.1.5 ACCEPTANCE OF BUS

Within 15 (fifteen) calendar days after arrival at the designated point of delivery, the bus shall undergo COAST tests defined in Part 3: Quality Assurance Provisions. If the bus passes these tests or if COAST does not notify Contractor of nonacceptance or conditional acceptance within 15 (fifteen) calendar days after delivery, acceptance of the bus by COAST occurs on the fifteenth day after delivery. Acceptance or conditional acceptance may occur earlier if COAST notifies the Contractor of early acceptance or places the bus in revenue service. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Nonacceptance" (Section 2.3.2) have been carried out and the bus retested until it passes.

2.3.2 REPAIRS AFTER NONACCEPTANCE

The Contractor, or its designated representative shall perform the repairs after nonacceptance or conditional acceptance. If the Contractor fails or refuses to make the repairs within 5 (five) days, then the work may be done by COAST's designated personnel, with reimbursement by the Contractor.

2.3.2.1 REPAIRS BY CONTRACTOR

After nonacceptance or conditional acceptance of the bus, the Contractor must begin work within 5 (five) working days after receiving notification from COAST of failure of acceptance tests. COAST shall make the bus available to complete repairs timely with the Contractor repair schedule.

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

2.3.2.2 REPAIRS BY COAST

1. Parts Used. If COAST performs the repairs after nonacceptance or conditional acceptance of the bus, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by COAST to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.
2. Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by COAST after nonacceptance or conditional acceptance of the bus, these parts shall be shipped prepaid to COAST from any source selected by the Contractor within 10 (ten) working days after receipt of the request for said parts.
3. Return of Defective Components. The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total costs for this action shall be paid by the Contractor.
4. Reimbursement for Labor. COAST shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the prevailing per hour maintenance rate, plus the cost of towing in the bus if such action was necessary.
5. Reimbursement for Parts. COAST shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 15% percent handling costs.

2.3.3 UNAVOIDABLE DELAYS

2.3.3.1 CONTRACTOR'S DELAY

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

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award; and
2. The Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed; and
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The Contractor makes written request and provides other information to COAST as described in "Notification of Contractor Delay" (Section 2.3.3.2 below).

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

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages" (Section 2.3.4) for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

COAST reserves the right to rescind or shorten any extension previously granted, if subsequently COAST 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, COAST will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

2.3.3.2 NOTIFICATION OF CONTRACTOR DELAY

Notwithstanding "Contractor's Delay" (Section 2.3.3.1), no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with COAST within 14 (fourteen) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with COAST within 30 (thirty) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. COAST shall make its determination within 30 (thirty) calendar days after receipt of the application.

2.3.4 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in "Delivery Schedule" (Section 2.3.1.2), except for any excusable delays as provided in "Unavoidable Delays" (Section 2.3.3), or any extension thereof, COAST will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due COAST shall be fixed at \$ 40 per calendar day per bus not delivered in acceptable condition as determined by COAST.

The Contractor hereby agrees to pay the aforesaid amounts as fixed, agreed and liquidated damages, and not by way of penalty, to COAST and further authorizes COAST to deduct the amount of the damages from money due the Contractor under the Contract, computed as

aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay COAST the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar 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 COAST arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

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

2.3.5 TITLE

Adequate documents for registering the bus in the State of New Hampshire shall be provided to COAST at least ten (10) working days before the bus is released to the common carrier driveaway or to COAST's drivers. Upon acceptance of each bus, the Contractor warrants that the title shall pass to COAST free and clear of all encumbrances.

2.4 PAYMENT

COAST shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

Delivery Payment. All payments shall be made as provided herein, less any additional moneys withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages" (Section 2.3.4).

COAST shall make payments for buses at the unit prices itemized in the Price Schedule within 30 (thirty) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice. In the event that the bus does not meet all requirements for acceptance COAST may, at its exclusive option, "conditionally accept" the bus and place it into revenue service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action for acceptance. For any conditionally accepted bus the payment shall be reduced by an amount to be withheld, and paid upon corrective action by the contractor, equal to twice COAST's estimated cost for parts and labor for the corrective action.

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

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

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Rectification of any deficiencies found during the acceptance of buses, including the conditional acceptance period.
3. Contractor provision of any certifications as required by law and/or regulations.

4. Completion of post delivery audits required under the Contract.

2.5 SERVICE AND PARTS

2.5.1 TRAINING

The Contractor shall have at least one qualified instructor who shall be available at COAST's property for 1 (one) calendar day between the hours of 9:00 am and 5:00 pm within 15 (fifteen) calendar days after acceptance of the first bus. Instructor(s) shall conduct schools and advise the personnel of COAST on the proper operation and maintenance of the equipment. The Contractor shall also provide visual and other teaching aids for use by COAST's own training staff.

2.5.2 ENGINEER / SERVICE REPRESENTATIVES

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

2.5.3 DOCUMENTS

The Contractor shall provide three (3) current maintenance manual(s), three (3) current parts manual(s), three (3) electrical schematic(s) and five (5) standard operator's manual(s) as part of this Contract. The Contractor shall keep maintenance manuals available for a period of three (3) years after the date of acceptance of the buses procured under this Contract. The Contractor shall also exert its best efforts to keep maintenance manuals, operator manuals, and keep parts books up-to-date for a period of 5 (five) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement.

2.5.4 PARTS AVAILABILITY GUARANTY

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

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

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

2.5.5 INTERCHANGEABILITY

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

2.5.6 SURVIVABILITY

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

2.6 AUDIT AND INSPECTION OF RECORDS

NOTE: There are three different kinds of audit requirements: pre- and post-award reviews for compliance with Buy America, reviews to ensure specification compliance, and financial audits. Financial audits are necessary for reimbursable contracts, sole source, change orders and sometimes as the means to establish financial responsibility of an Offeror. The following will not deal with audits for compliance with Buy America or the Contract specification. Also, pre-award audits of financial responsibility should be treated as part of the procurement procedures. Bus procurements are generally never reimbursable Contracts; therefore, the following deals only with COAST's audit rights in regard to sole source, single Offer and change orders.

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided COAST is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide COAST, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

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

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

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

1. The materials described in Paragraphs A, B and C above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts" (Section 2.5). For records relating to appeals under "Disputes" (Section 2.2.7), "Audit and Inspection of Records" (this Section 2.6), litigation, or the settlement of claims arising out of the negotiation or the performance of contract modifications, records shall be kept available until such appeals, litigation, or claims have been disposed of.
2. The Contracting Officer and his/her representative and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bear appropriate notices relating to its confidential character.
3. The requirements of this section are in addition to other audit, inspection, and record-keeping provisions specified elsewhere in the Contract documents.

2.7 RISK

2.7.1 PRODUCTION OF DOCUMENTS

Upon award of the Contract to an Offeror, such Offeror shall commence performance under the Contract by executing all Contract Guaranty Agreements provided with the Offer, by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within fourteen (14) calendar days after the date of receipt of the notice of award or within such further time as COAST may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default" (Section 2.2.6.2).

2.7.2 INDEMNIFICATION

The Contractor shall, to the extent permitted by law (1) protect, indemnify and save COAST 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 COAST and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against COAST and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. COAST shall not make any admission, which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. COAST 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. COAST shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of COAST, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

2.7.3 MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. This provision excludes radios and any equipment leased or supplied by COAST, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses. Risk of damage to or loss of the buses is the subject of "Assumption of Risk of Loss" (Section 2.3.1.4).

2.8 POLICIES FOR ALL TIERS

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

2.8.1 NO OBLIGATION BY THE FEDERAL GOVERNMENT

COAST and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COAST, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.

2.8.3 INCORPORATION OF FTA TERMS

"General Contract Provisions," (this Section 2), includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any COAST requests, which would cause COAST to be in violation of the FTA terms and conditions.

2.8.4 CHANGES IN FEDERAL LAWS AND REGULATIONS

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

2.8.5 CARGO PREFERENCE

The Contractor agrees:

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

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

2.8.6 ENERGY CONSERVATION

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

2.8.7 RECYCLED PRODUCTS

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

2.8.8 CIVIL RIGHTS

2.8.8.1 NONDISCRIMINATION

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

2.8.8.2 EQUAL EMPLOYMENT OPPORTUNITY

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

1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal

Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue;

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 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.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2.8.9 DISADVANTAGED BUSINESS ENTERPRISE

2.8.9.1 POLICY

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with Federal Funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 applies to this agreement.

2.8.9.2 DBE OBLIGATION

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

2.8.9.3 REMEDY

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

2.8.10 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

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

2.8.11 PROHIBITED INTEREST

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

2.8.12 TRANSIT VEHICLE MANUFACTURERS CERTIFICATIONS

This procurement is subject to the provisions of Section 23.67 of 49 CFR Part 23. Accordingly, as a condition of permission to offer, the following certification must be completed and submitted with the proposal. A proposal, which does not include the certification, will not be considered. By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out in "DBE Approval Certifications" (Section 1.1 of COAST's solicitation).

2.8.13 FLY AMERICA

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-131 through 301.143.

2.8.14 METRIC REQUIREMENTS

As required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Recipient agrees to accept products and services with dimensions expressed in the metric system of measurement.

2.9 POLICIES FOR SELECTED CONTRACTS

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

2.9.1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. COAST shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2.9.2 CLEAN AIR

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

2.9.3 CLEAN WATER

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

2.9.4 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS.

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Debarment and Suspension Certification" (Section 1.1 of COAST's solicitation).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, COAST may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to COAST if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact COAST for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by COAST.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Debarment and Suspension Certification Requirements" and the certificate form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

2.9.5 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

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

2.10 POLICIES FOR PRIME CONTRACT

2.10.1 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

2.10.1.1 CERTIFICATIONS REQUIRED

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

2.10.1.2 BUY AMERICA REQUIREMENTS

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

2.10.1.3 SOLICITATION SPECIFICATION REQUIREMENTS

The Offeror and (if selected) Contractor shall submit evidence that it will be capable of meeting the bid specifications.

2.10.1.4 FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

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

2.10.2 BUS TESTING

The Contractor agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

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

3 QUALITY ASSURANCE PROVISIONS

3.1 CONTRACTOR'S QUALITY ASSURANCE REQUIREMENTS

Vehicle Manufacturer must have ISO 9001 Certification. Proof or certification must be submitted with the RFP. The failure of the Manufacturer and/or the manufacturing plant to meet these standards shall cause the bid to be considered as non-responsive.

3.2 INSPECTIONS

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

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

3.2.2 RESIDENT INSPECTOR

3.2.2.1 RESIDENT INSPECTOR ROLE

COAST may be represented at the Contractor's plant by resident inspectors. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. ***The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement.*** COAST shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Authority" (Section 3.2.2.2); and "Pre-Delivery Tests" (Section 3.3.2).

3.2.2.2 AUTHORITY

The configuration of the buses and the manufacturing processes shall be finalized, and all contract documentation provided to the inspector. No less than 30 (thirty) days prior to the beginning of bus manufacture, the primary resident inspector shall meet with the Contractor's quality assurance manager to review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

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

The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements.

If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, COAST shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

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

3.2.2.3 SUPPORT PROVISIONS

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

3.3 ACCEPTANCE TESTS

3.3.1 RESPONSIBILITY

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

3.3.2 PRE-DELIVERY TESTS

The Contractor shall conduct acceptance tests at its plant on the bus following completion of manufacture and before delivery to COAST. These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans, approved by COAST. Tests to be conducted by the Contractor are to ensure that the completed buses have attained the desired quality and have met the requirements in "Technical Specifications" (Part 5).

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

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

3.3.2.1 INSPECTION - VISUAL AND MEASURED

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

3.3.2.2 TOTAL BUS OPERATION

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

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

3.3.3 POST-DELIVERY TESTS

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

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

3.3.3.1 VISUAL INSPECTION

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

3.3.3.2 BUS OPERATION

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

4 WARRANTY PROVISIONS

4.1 BASIC PROVISIONS

4.1.1 WARRANTY REQUIREMENTS

4.1.1.1 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 COAST each complete bus, and specific subsystems and components as follows.

Contractor shall include as part of bid a detailed description of the warranty provisions covering the proposed vehicles and necessary equipment (to include the complete bus, body structure, chassis structure, propulsion system and major subsystems), and full warranty detail and registration forms.

4.1.1.2 COMPLETE BUS

The complete bus, propulsion system, components, major subsystems, and body and chassis structure, are warranted to be free from Defects and Related Defects, for a minimal period expressed in number of years and/or miles, beginning on the date of acceptance, or conditional acceptance of each bus under "Acceptance of Bus" (2.3.1.5). The warranty is based on regular operation of the bus under the operating conditions prevailing in COAST's locale.

4.1.1.3 BODY AND CHASSIS STRUCTURE

Body, body structure, and structural elements of the suspension are warranted to be free from Defects, Related Defects, and to maintain structural integrity for a minimal period expressed in number of years and/or miles.

Primary load carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 or Class 2 failure for a minimal period expressed in number of years and/or miles.

4.1.1.4 PROPULSION SYSTEM

Propulsion system components, specifically the engine, transmission and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for a minimal period expressed in number of years and/or miles. Propulsion system manufacturer's standard warranty, delineating items excluded from this warranty, submitted in accordance with "Offeror Communications and Requests" (Section 1.1.2.2 of COAST's solicitation), shall be attached.

4.1.1.5 MAJOR SUBSYSTEMS

Major subsystems shall be warranted to be free from Defects and Related Defects, for a minimal period expressed in number of years and/or miles. Major subsystem manufacturers standard warranty, delineating items excluded from this warranty, submitted in accordance "Offeror Communications and Requests" (Section 1.1.2.2 of COAST's solicitation), shall be attached. Items included as Major Subsystems are listed below:

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

4.1.1.6 EXTENSION OF WARRANTY

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

4.1.2 VOIDING OF WARRANTY

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

4.1.3 EXCEPTIONS AND ADDITIONS TO WARRANTY

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

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

4.1.4 DETECTION OF DEFECTS

If COAST detects a Defect within the warranty periods defined in "Warranty Requirements" (Section 4.1.1), it shall within 20 working days, notify the Contractor's representative. Within five (5) working days after receipt of notification, the Contractor's representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at COAST's property or at the Contractor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between COAST and the Contractor. Work shall commence to correct the Defect within 10 (ten) working days after receipt of notification and shall be conducted in accordance with "Repairs by Contractor" (Section 4.2.2).

4.1.5 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, COAST and the Contractor's representative shall agree within five working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five-day period, COAST reserves the right to commence the repairs in accordance with "Repairs by COAST" (Section 4.2.3).

4.1.6 FLEET DEFECTS

4.1.6.1 OCCURRENCE AND REMEDY

A fleet defect is defined as cumulative failures of any kind in the same components in the same or similar application where such items covered by the warranty and such failures occur in the warranty period in the specified proportion of the buses delivered under this contract. Due to the size of this procurement, two vehicles, fleet defects will be defined through experiences with similar vehicles elsewhere within the transit industry.

The Contractor shall correct a fleet defect under the warranty provisions defined in "Repair Procedures" (Section 4.2). After correcting the Defect, COAST and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed to arrangement.

4.1.6.2 EXCEPTIONS TO FLEET DEFECT PROVISIONS

The fleet defect warranty provisions shall not apply to COAST-supplied items such as fareboxes and radio systems.

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

4.2 REPAIR PROCEDURES

4.2.1 REPAIR PERFORMANCE

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

4.2.2 REPAIRS BY CONTRACTOR

The Contractor or its designated representative shall begin work on warranty-covered repairs, within five (5) calendar days after receiving notification of a Defect from COAST. COAST shall make the bus available to complete repairs timely with the Contractor repair schedule.

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

4.2.3 REPAIRS BY COAST

4.2.3.1 PARTS USED

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

4.2.3.2 CONTRACTOR SUPPLIED PARTS

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

4.2.3.3 DEFECTIVE COMPONENTS RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor. Materials should be returned in accordance with Contractor's instructions.

4.2.3.4 FAILURE ANALYSIS

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

4.2.3.5 REIMBURSEMENT FOR LABOR

COAST shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the prevailing per hour maintenance rate, plus the cost of towing in the bus if such action was necessary.

4.2.3.6 REIMBURSEMENT FOR PARTS

COAST shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and fifteen percent (15%) handling costs.

4.2.3.7 REIMBURSEMENT REQUIREMENTS

The Contractor shall reimburse COAST for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim.

4.2.4 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is repaired, rebuilt or replaced by the Contractor, or by COAST 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 Contractor-provided or authorized parts are not used for the repair; unless the Contractor has failed to respond within five days, in accordance with "Scope of Warranty Repairs" (Section 4.1.5).

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

5 TECHNICAL SPECIFICATIONS

**One (1) new gasoline powered accessible small bus
(van cutaway)**

5.1 GENERAL

5.1.1 SCOPE

Part 5: Technical Specifications define requirements for an accessible small bus (van cutaway), which by the selection of specifically identified alternative configurations, may be used for both rural services and general service on urban arterial streets. It is intended for the widest possible spectrum of passengers, including children, adults, the elderly, and persons with disabilities. **This bus will not require a driver to hold a commercial drivers license to operate the vehicle.**

5.1.2 LEGAL REQUIREMENTS

The Contractor shall comply with all applicable Federal, state and local regulations. Local regulations are defined as those below the state level. These shall include, but not be limited to, Federal ADA as well as state and local accessibility, safety and security requirements.

The bus shall meet all applicable FMVSS and shall accommodate all applicable FMCSR regulations in effect at the date of manufacture.

In the event of any conflict between the requirements of this Specification and any applicable legal requirement, the legal requirement shall prevail. Should this IFB contain any material omissions, any applicable Federal, state and local legal requirements/regulations shall prevail.

5.1.3 OVERALL REQUIREMENTS

The Contractor must include New Hampshire Application for Motor Vehicle Title showing COAST as the owner and Federal Transit Administration as First Lien Holder. No additions or deletions from the specification are to be allowed without the approval of COAST.

5.1.3.1 OVERALL DIMENSIONS AND G.V.W. RATING

| | | |
|------------------------|--|------------------|
| Length: | Overall (minimum) | 259" |
| | Overall (maximum) | 278" |
| Width: | Exterior (maximum) | 96" |
| | Interior (minimum) | 91" |
| Seating (see diagrams) | | 12 ambulatory |
| | | 2 wheelchairs |
| Height: | Overall (@ GVWR, excluding roof vents) | 113" |
| | Interior (minimum @ center isle) | 74" (flat floor) |
| Wheelbase (minimum) | | 158" |

The Contractor shall provide a vehicle with Ford E-450 Super-Duty chassis, or approved equal.

G.V.W. Rating - The GVW shall exceed the weight of a fully loaded vehicle (14,000 lbs minimum). A fully loaded vehicle equals the weight of a vehicle equipped to meet these specifications, verified by a weight ticket, plus the weight of the passengers (150 pounds for each ambulatory placement, 300 pounds for each wheelchair placement.)

5.1.3.2 SERVICE LIFE

The bus shall be designed to operate in transit service for at least five (5) years or 150,000 miles. It shall be capable of operating at least 30,000 miles per year including the fifth year.

5.1.3.3 MAINTENANCE AND INSPECTION

Scheduled maintenance or inspection tasks as specified by the Contractor shall require a skill level of a 3M mechanic (Service Mechanic or Class B Servicer) or less. Scheduled maintenance tasks shall be related and shall be grouped in maximum mileage intervals.

5.1.3.4 ACCESSIBILITY

All systems or components subject to periodic maintenance or that are subject to periodic failures shall be readily accessible for service and inspection. To the extent practicable, removal or physical movement of components unrelated to the specific maintenance and/or repair tasks involved shall be unnecessary.

As a goal, relative accessibility of components, measured in time required to gain access, shall be inversely proportional to frequency of maintenance and repair of the components.

5.1.3.5 INTERCHANGEABILITY

Components with identical functions shall be interchangeable to the extent practicable. These components shall include passenger window hardware, interior trim, lamps, lamp lenses, and seat assemblies. Components with non-identical functions shall not be, or appear to be, interchangeable.

5.2 ENGINE

- 5.2.1 V-10, Triton 6.8 liter (420) SOHC SEFI, or approved equal.
- 5.2.2 High capacity pressurized down flow radiator with centrifugal, pre-lubricated 100 GPM @ 4000 RPM water pump. Temperature controlled viscous drive 9-bladed 19" minimum diameter fan. Baffled top, bottom and both sides, equipped with a four (4) quart capacity coolant recovery/reserve reservoir.
- 5.2.3 OEM auxiliary engine oil cooler shall be provided (if available from OEM).
- 5.2.4 An engine high idle system shall be provided. The system shall be Intermotive "Gateway" or approved equal fully-automatic type activated when the transmission is in Neutral or Park, air conditioning is operating, and ignition is on. Engine idle shall increase to 1,200 rpm when system voltage drops below 12.75 volts.
- 5.2.5 OEM stainless steel exhaust, muffler and catalytic converter, with heat shields and baffles. Exhaust shall exit in the rear on the driver's side of the vehicle.
- 5.2.6 OEM Engine guard (automatic shutdown), or approved equal, with emergency override switch located on the driver's controls.
- 5.2.7 A chassis manufacturer installed heavy duty, single element, 1,000 watt block heater shall be provided.

5.3 TRANSMISSION

- 5.3.1 5-speed, automatic-heavy duty (including overdrive).
- 5.3.2 A chassis manufacturer's heavy-duty auxiliary transmission oil cooler shall be provided (if available from OEM).
- 5.3.3 A nominal 4:10 ratio differential shall be provided.
- 5.3.4 The drive shaft, bearing and U-joint shall be the OEM standard for the GVWR specified. One or more guards for the drive shaft are required to prevent any section of the shaft from entering the vehicle or striking the ground in case of failure. Guards shall be 3/16" thickness steel (minimum) bolted to the frame.
- 5.3.5 Audible (97 dba minimum) backup alarm, waterproof, controlled by the transmission reverse switch, to be installed.

5.4 CHASSIS/AXLE/SUSPENSION SYSTEM

- 5.4.1 The frame assembly shall be fabricated using high yield strength steel press formed channel rails with reinforced, gusseted formed steel cross members at all load bearing locations.
- 5.4.2 Independent Twin I-Beam type front axle, capacity shall be 4,600 lbs. minimum.
- 5.4.3 Dana/Spicer Corporation Model 80, full-floating rear drive axle capable of providing in excess of 65 MPH road speed, capacity shall be 9,400 lbs. minimum (tag axle rear suspension is not acceptable). Ratio: 4.63:1.
- 5.4.4 Heaviest duty springs, shock absorbers, wheel bearings, hubs, and spindles available for the GVWR shall be provided to assure smooth, quiet ride while maintaining a responsive ride with variable load ratings.
- 5.4.5 Front and rear stabilizer bars shall be provided (if available from original chassis manufacturer.)
- 5.4.6 The suspension of the vehicle shall be adequate to prevent listing of the vehicle to the side the lift is located on, over time.

5.5 STEERING

- 5.5.1 Fully integrated hydraulic powered power steering with a design capacity of 4,600 lbs. (minimum).
- 5.5.2 Polygroove belt-driven pump, with one (1) quart capacity reservoir.
- 5.5.3 Tilt column and wheel, with five (5) position lever controlled tilt adjustment.

5.6 TIRES

- 5.6.1 Vehicles shall be equipped with seven (7) premium tubeless, steel belted, black sidewall, all-weather radial tires, largest size available from OEM for GVWR specified, minimum 50,000 mile rated.
- 5.6.2 All tires shall be electronically spin balanced to a minimum speed of 55 MPH.
- 5.6.3 Size: LT225/75RX16

5.7 WHEELS

- 5.7.1 Vehicles shall be equipped with the heaviest duty 16" one-piece ventilated steel wheels recommended for the GVWR and tires specified.
- 5.7.2 Wheels shall be completely interchangeable front and rear.
- 5.7.3 An assembled spare wheel with an identical tire shall be supplied with each vehicle. A rear mounted spare tire carrier shall also be provided.
- 5.7.4 Four stainless steel wheel covers shall be provided.

5.8 BRAKES

- 5.8.1 Service brakes shall be hydraulic self-adjusting power disc front and rear.
- 5.8.2 The braking system shall be heavy duty and the largest offered by the manufacturer for the GVWR specified, meeting all FMVSS #105 requirements.
- 5.8.3 Parking brake shall be standard manufacturer's mechanical type, independent of the vehicle's service brake system.
- 5.8.4 The brakes shall be free of objectionable noise or squeal when applied.
- 5.8.5 A microprocessor controlled Automatic Braking System (ABS) shall be provided. The microprocessor for the ABS system shall be protected yet in an accessible location to allow for ease of service. The total braking effort shall be distributed between all wheels in such a ratio as to ensure equal friction material wear rate at all wheel locations.

5.9 ELECTRICAL SYSTEM

- 5.9.1 The vehicle shall be supplied with an alternator-powered 12-volt DC extreme duty electrical system with negative ground.
- 5.9.2 170-amp (hot) 12-volt DC, high output, externally regulated, low cut-in type, alternator shall be provided.
- 5.9.3 Battery – dual maintenance free, heavy-duty 12-volt DC, with a minimum of 1,400 CCA, lead acid premium construction. Terminal shall be of different size to prevent incorrect cable installation. Batteries shall be mounted for easy access and removal. Battery housing shall be made of stainless steel and include a slide-out tray and hardware.
- 5.9.4 All accessories and electrical equipment, with the exception of head lights, tail lights, parking lights, emergency flashers, interior lights, and lift, shall be wired through the vehicle ignition switch so as to be operative only with switch in the 'ON' or 'accessory' positions.
- 5.9.5 Original manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with requirements of these specifications. A separate fuse panel for all add-on components located in an accessible area inside the vehicle shall be provided.
- 5.9.6 Wiring and terminals shall meet or exceed current federal and state vehicle requirements and be amply sized for both mechanical strength as well as to carry required currents without significant voltage drops.
- 5.9.7 Wiring shall be continuously enclosed in non-metallic loom meeting current SAE Standard J562a and be adequately supported and routed for protection from heat, moisture, solvents, corrosion, road debris, abrasion and tension.
- 5.9.8 Wiring shall be of sufficient length to permit positioning, as well as replacement of terminals twice without excessive tension. Protective grommets shall be provided at points where wiring penetrates metal or other material. Power wire to lift shall be securely clamped and protected. OEM wiring enclosed in Packard Conduit is acceptable. OEM and all other wiring not protected shall meet above specifications. Any wiring including OEM that is routed over exposed, jagged metal shall be enclosed in non-metallic loom as described above. All wiring including chassis manufacturer's, located in the body of the vehicle shall be enclosed in non-metallic loom as described above.
- 5.9.9 Grounding of components shall be through polarized, shielded terminals wired to main structural ground points. Grounding through hinged doors or covers of any type is not acceptable. Ground points shall be bolted to main structure free of paint, oil or rust, coated with silicone grease after fastening.
- 5.9.10 Electrical components, which may require servicing or replacement, shall be readily accessible through access panels or covers. Installation of aftermarket electrical components and systems in the engine compartment shall be eliminated to the greatest possible extent.
- 5.9.11 Complete wiring diagrams shall be provided with each vehicle.
- 5.9.12 All wires shall be color coded as indicated in wiring diagram for ease of service.
- 5.9.13 Maximum radio suppression available from OEM shall be provided.
- 5.9.14 An in-line circuit breaker of adequate capacity for circuit to wheelchair lift shall be provided in a readily accessible location.
- 5.9.15 All switches and controls necessary for the operation of the vehicle shall be conveniently located in the driver's area and shall provide for ease of operation and be appropriately marked.

5.10 INTERIOR CLIMATE CONTROL

- 5.10.1 Deluxe heater and defroster with maximum BTU available shall be provided.
- 5.10.2 A rear auxiliary heater, 65,000 btu minimum, shall be provided. Blower switch with off/low/high positions (minimum), and thermostat control shall be provided.

- 5.10.3 Rear heater shall be located where passengers cannot be burned when the unit is in operation.
- 5.10.4 All controls shall be located within easy reach of operator and shall be located on the control panel. Separate panel switches shall control heating and air-conditioning units.
- 5.10.5 Air Conditioning:
 - 5.10.5.1 Unit shall be A/C Industries AC-442 MAX, or approved equal.
 - 5.10.5.2 Compressor: system shall utilize a chassis OEM supplied engine-driven compressor in conjunction with a second compressor specific to the passenger area air conditioning system. Both units shall have a nominal output of eight (8) cubic inches and shall be protected by high and low-pressure switches.
 - 5.10.5.3 Output: passenger air conditioning system output shall be minimum of 50,000 btu/hr at ambient conditions of 95 degrees Fahrenheit.
 - 5.10.5.4 Condenser: passenger air conditioning system shall utilize an A/C Industries or approved equal, roof-mounted condenser. Condenser shall be copper tube, aluminum fin coil type with high-pressure switch, filter/dryer and sight glass. The condenser shall be cooled by twin motors/fans, with permanent magnet motors providing at least 1,850 CFM through the condenser. The Driver's area air conditioning system shall use an OEM supplied radiator mounted condenser located in front of the radiator.
 - 5.10.5.5 Evaporator: passenger air conditioning system shall be single unit, A/C Industries or approved equal, mounted to roof frame structure in the top rear of the vehicle interior. Evaporator shall be copper tube, aluminum fin coil type with expansion valve, low-pressure switch and concealed drain hose. It shall incorporate dual 12-volt DC permanent magnet motors driving fans with a total minimum output through the evaporator of 700 CFM. The driver's area air conditioning system shall utilize the OEM supplied drivers in-dash evaporator.
 - 5.10.5.6 Driver's in-dash A/C unit shall be separately controlled from the passenger area system. It shall include off/low/medium/high fan speed control. In-dash unit shall not interfere with removal or replacement of the engine cover.
 - 5.10.5.7 Passenger area air conditioning system shall be separately controlled from a control station at the driver's position with an off/low/high (minimum) blower switch. All electronic relays, fuses and circuit breakers shall be located in one location inside vehicle for reliability and ease of repair.
 - 5.10.5.8 Refrigerant hoses shall be double braided Freon type, Goodyear or approved equal.
 - 5.10.5.9 Refrigerant fittings shall be ATCO, Aeroquip or approved equal. These fittings may be "O" ring type.
 - 5.10.5.10 Refrigerant type is R-134A.
 - 5.10.5.11 Auxiliary air conditioning system controls only shall activate compressor clutch.
- 5.10.6 Vehicle shall be equipped with one (1) Transpec Low Profile, or approved equal, roof ventilation/escape hatch centered in vehicle roof over the rear axle.
 - 5.10.6.1 Roof ventilation/escape hatch features shall include five (5) position ventilation (minimum), rubber gasket to prevent leaks and emergency exit capability.
- 5.10.7 When the ignition system is turned off, the rear auxiliary heater and air conditioning system shall be automatically shut down.
- 5.10.8 The successful bidder shall certify that the air conditioning and heating system is adequate for the vehicle being provided, maintaining a comfortable inside air temperature at an outside ambient air temperature of 95° F.
- 5.10.9 All refrigeration and heater lines that enter the passenger compartment shall be encased in a rigid material, fiberglass, aluminum, etc., that harmonizes with interior to prevent injury to passengers in the event of line eruption.
- 5.10.10 All air conditioning and heater hoses and wires that pass within twelve (12) inches of exhaust system shall be shielded in a manner to prevent heat damage to them.

5.11 BODY & ROOF

- 5.11.1 All body parts shall be treated so as to prevent corrosion. Body construction shall have sufficient rigidity to prevent vibration, drumming, squeaking or flexing in service.
- 5.11.2 All exterior joints shall be protected with appropriate sealant to prevent wind and water leakage.
- 5.11.3 Body shall be made tight to prevent leakage and thoroughly water tested.
- 5.11.4 The exterior side and roof panels shall be made of gel-coated fiberglass, reinforced and of sufficient strength to support entire weight of fully loaded vehicle on its top or side, if overturned. Steel or aluminum body buses will not be accepted.
- 5.11.5 All fixed exterior panels shall be closed end riveted, molded or welded to body frame. Screws may be used in conjunction with a lock or rivet system. However, no exposed metal screws shall be permitted. Rivet spacing shall be in accordance with best practice of industry standards.
- 5.11.6 All posts in body side, and roof section shall be made of durable aluminum alloy or steel, channel or box construction securely welded to the under frame structure so that the entire assembly shall act as one unit without any movement at the joints. The end post shall be designed to resist shear, which would result in case of collision.
- 5.11.7 A fiberglass steel reinforced composite body that meets all the bus testing regulations under 49 CFR Part 665, FMVSS 220 and FMVSS 221 is also acceptable.
- 5.11.8 Maximum roll over protection shall also be provided for the chassis cab to protect the driver during such an event.
- 5.11.9 Minimum interior headroom in aisle area is to be 74".
- 5.11.10 All exposed under framing, underside of flooring, body panels below floor level, step wells and wheel housing to be fully undercoated.
- 5.11.11 Stainless steel roof gutters shall be installed over the windows and doors. Gutters shall be designed so as not to spill water on operator's exterior mirrors, or any entrance doors and intermediate drain holes (if present) shall not drain water on windows and doors.
- 5.11.12 The wheelhouses shall be made of corrosion resistant, 16-gauge steel (minimum), or fiberglass impregnated w/16-gauge steel, bolted, riveted or welded to floor assembly. Ample clearance under load and under all positions of the suspension and steering geometry shall be provided between the wheel housing and tires.

5.12 INSULATION

- 5.12.1 Inside walls and ceiling to be insulated with a minimum of 1" fiberglass blanket, polystyrene beadboard, compressed as necessary, urethane foam, or approved equal. Insulation package to include full-length headliners and panels on ceiling, doors and body sides. Insulation shall be flame retardant.
- 5.12.2 The engine compartment shall be insulated from the passenger compartment with a minimum of 1" thick fiberglass material or approved equal so as to minimize van interior noise level, heat and fumes.
- 5.12.3 Insulation shall have a minimum R-6 value and maximize sound absorption.

5.13 FLOOR & FLOOR COVERING

- 5.13.1 The subfloor shall be seven (7) ply 3/4" thick (minimum) marine grade plywood sealed at all edges.
- 5.13.2 Subfloor understructure is to be completely undercoated and sealed prior to being installed on steel frame understructure.
- 5.13.3 The entire floor shall be flat with no raised protrusion for the wheelwells, and shall be supported by a fully welded steel sub-floor structure.
- 5.13.4 The subfloor shall be applied over corrosion resistant steel floor panels. Subfloor frame shall consist of 1" x 2" x 14 gauge (minimum) steel tubing welded together. Subfloor frame shall be mounted to OEM alternate frame spacers. Additionally,

- wheelhouse assemblies, made of corrosion resistant 12-gauge (minimum) steel, bolted, riveted or welded to floor assembly shall be included.
- 5.13.5 Subfloor assembly shall be mounted to vehicle chassis in a manner to minimize the road shock being transferred into vehicle body.
 - 5.13.6 Floor is to be covered with RCA transit floor, or approved equal. Flooring shall be smooth under seats and wheel wells (1/8" minimum) and ribbed over aisle and step treads (3/16" minimum). The step treads shall have molded-in yellow step edges. Flooring color shall be RCA #466-charcoal with medium gray and ivory, or approved equal.
 - 5.13.7 Transit flooring shall be molded up wall a minimum of three inches (3") to eliminate potential for water seepage and ease of cleaning. As an alternative there shall be molded plastic, fiberglass, hard rubber or FRP cove molding between sidewalls and floor, fully sealed, and in a color harmonized with the flooring.

5.14 STEPS & STEPWELL

- 5.14.1 Front step height from ground (no load) shall be 12.0" maximum. Individual risers shall be 9.5" maximum in height and in case of more than one riser all shall be the same height. Step tread depth is to be 8" minimum.
- 5.14.2 The stepwell shall be modular design twelve (12) gauge galvanized or galvaneal steel smoothly and continuously welded into OEM structure. Stepwell shall be adequately reinforced to prevent noticeable deflection when either step is loaded over the center half with a 300-pound static load. Steel shall be treated so as to prevent corrosion.
- 5.14.3 The step treads shall have 3/16" thick ribbed rubber treads and have molded in white step edges, in a one-piece design.
- 5.14.4 Stepwell area shall be completely enclosed and weather tight when passenger door is in the closed position.

5.15 SKIRTS, FENDERS, BUMPERS & MUD FLAPS

- 5.15.1 Skirts are to be integral, full length curved, reinforced fiberglass with replaceable contoured wheelwell fenders.
- 5.15.2 Front bumper is to be chassis OEM, body contoured, reinforced with wrap-around ends. Front bumper is to be chrome plated thick carbon steel with formed plastic ground effect trim, or approved equal.
- 5.15.3 Rear bumper is to be contoured reinforced "HELP", energy absorbing, black polyurethane. Bumper is to be attached to the chassis frame with 1/2" diameter grade-5 bolts.
- 5.15.4 Two (2) front towing hooks are to be provided. They are to be accessible under the front bumper and are to be designed to "flat tow" the bus.

5.16 INTERIOR TRIM

- 5.16.1 Interior panels shall harmonize with exterior color accent striping.
- 5.16.2 Ceiling trim panels shall be smooth fiberglass gel coat, steel, melamine, ABS plastic, vinyl clad aluminum, or approved equal, applied in one or more sections with vinyl clad steel, aluminum or stainless steel trim strips covering panel joints. Panels shall be covered with a padded cloth. *Contractor shall provide manufacturer's standard color options from which to choose at the time of bid.*
- 5.16.3 Panels shall be supported to prevent buckles, vibration, drumming, squeaking or flexing and particular care shall be exercised to keep body light fixtures from weaving or bouncing when the vehicle is in service.
- 5.16.4 Sidewall trim panels shall be of the same material as listed for ceiling trim panels, applied as specified above. Horizontal trim molding of stainless steel or anodized aluminum, FRP or ABS plastic shall cover top of sidewall trim at base of windows (if

needed to cover seam). Panels shall be covered with the same padded cloth as is to be used on the ceiling panels.

- 5.16.5 All interior panels, materials and treatments shall be flame retardant in conformance with FMVSS 302 and treated to be easily cleaned. Inside panels to be vinyl faced and scuff resistant.
- 5.16.6 All protruding hazardous surfaces shall be eliminated.

5.17 SEATING (REFER TO SEATING DIAGRAM)

- 5.17.1 Passenger seats shall be Freedman Feather Weight Mid-Hi seats, or approved equal, with full individual spring suspension for each passenger as well as contoured full lower back (lumbar) support. Frames shall be 1" tubular steel. Seats shall have padded grab handles (black) at the top of the seatback.
- 5.17.2 Seat Dimensions
 - 5.17.2.1 Seat width per person: 17.5" minimum
 - 5.17.2.2 Seat depth: 17.0" minimum
 - 5.17.2.3 Seat back: 19.0" minimum (as measured from top of seat)
25.0" maximum (bottom to top of seat back)
 - 5.17.2.4 Hip to Knee: 28.0" minimum
 - 5.17.2.5 Spacing 31.75" minimum
- 5.17.3 Three (3) double fold-a-way seats, Freedman FSC Foldaway seats, or approved equal, shall be provided. Two (2) in the wheelchair securement locations opposite of the side of the vehicle housing the wheelchair lift and one (1) just in front of the wheelchair lift (see seating diagram). The seats shall not interfere with the operation of the rear door at any time. Upholstery material shall be uniform with other seats in the vehicle.
- 5.17.4 Seat upholstery: both back and bottom cushion, shall be vertical or combination vertical and horizontal quilting. In addition front of bottom cushion shall be rolled. Foam shall be contoured, dense, transit grade polyurethane with a minimum thickness of one and one half (1.5) inches.
- 5.17.5 Upholstery material shall be Holdsworth fabric style# YV/P23829, or approved equal.
- 5.17.6 Passenger seat backs shall be ABS plastic. The color is to be Freedman RAL #5105 (blue), or approved equal.
- 5.17.7 All metal surfaces shall be chemically cleaned, iron phosphated, painted and baked to provide rugged, long lasting, rust resistant surface.
- 5.17.8 Each seat position shall be equipped with retractable passenger restraint belts. Seat belts shall be bolted through the floor, independent of seat, or bolted to seat frame. Positioning of seat belts shall be so that buckling will be completed on the side of each seat closest to the center isle.
- 5.17.9 Passenger seats shall be installed on a track system to permit convenient removal and rearrangement. Where exposed, track is to be covered with a vinyl track plug strip.
- 5.17.10 The driver's seat shall be Freedman deluxe high back with lumbar support, reclining feature, and arm rest. Seat shall be equipped with retractable shoulder and lap belts and shall have 4-way adjustable power seat base. Driver's seat is to be covered with Level 1 Vinyl upholstery. Colors shall be selected from manufacturer's standard colors.

5.18 PASSENGER DOORS

- 5.18.1 Front Entrance Door:
 - 5.18.1.1 The vehicle shall be equipped with an electric, double leaf, outward opening "transit style" door with molded, overlapping, safety seal at center, located opposite the driver.
 - 5.18.1.2 The door operation switch shall be located in a position easily accessible for the driver.

- 5.18.1.3 **The door shall have a clear opening width of 36" (minimum) as measured from the narrowest point of passage, and full height of 80" (minimum) clear "walk-in" headroom.**
 - 5.18.1.4 The door shall have upper and lower design windows that conform to all applicable Federal and State Motor Vehicle Safety Standards.
 - 5.18.1.5 Windows shall be tempered Safety Glass, 28% light transmission, gray tint.
 - 5.18.1.6 The door header shall be padded and provide access to the door mechanism. The header shall also include an emergency disconnect control to allow the doors to open in the event of power loss. The disconnect switch shall be marked with appropriate warning decals.
- 5.18.2 Wheelchair Lift Door(s) (heavy-duty):
- 5.18.2.1 Wheelchair lift door(s) shall be located on the right (curb) side of the vehicle, behind the rear wheels.
 - 5.18.2.2 Wheelchair lift door(s) shall provide 70" (minimum) of walk-in headroom as measured when lift is in full raised usable position. The lift door(s) shall have a clear opening width adequate for ease of operation of the wheelchair lift being supplied with this vehicle.
 - 5.18.2.3 Lift door(s) shall be equipped with a metal safety device(s) or adequately sized gas springs to hold door(s) securely in full open position when lift is in operation.
 - 5.18.2.4 Lift door(s) shall have glazed window(s), which meets all applicable Federal and State Motor Vehicle Safety Standards. Windows shall be tempered Safety Glass, 28% light transmission, gray tint.
 - 5.18.2.5 Padding shall be installed inside of vehicle over wheelchair lift door(s).
 - 5.18.2.6 Lift door(s) shall be interlocked by a panel door switch controlling the lift system. The system shall require that the transmission be in the "park" position and the parking brake applied before the lift will operate.
- 5.18.3 Rear Door
- 5.18.3.1 A rear door shall be located in the center of the rear body cap and aligned with the aisle. Door shall hinge from the left side. The door shall be equipped with a metal safety device or adequately sized gas springs to hold door securely in the open position. The door will have tinted upper full vision windows that conform to Federal Motor Vehicle Safety Standards (FMVSS). Among other functions, it shall be suitable for emergency exit use.
 - 5.18.3.2 Windows shall be tempered Safety Glass, 28% light transmission, gray tint.
 - 5.18.3.3 A door ajar buzzer and light shall be provided.
- 5.18.4 Doors - General:
- 5.18.4.1 Keys and locks for all doors are to be supplied except for the ambulatory passenger entrance door. **All doors with locks shall be able to be opened/locked using the same key.**
 - 5.18.4.2 All doors shall be properly sealed to prevent entry of air drafts and water into vehicle interior including spray from commercial vehicle wash equipment and driven rain.
 - 5.18.4.3 Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, loosening or deteriorating.

5.19 SERVICE COMPARTMENTS & ACCESS DOORS

- 5.19.1 If provided, service access openings or doors in floor or interior shall be properly secured and sealed to prevent entry of fumes and water into the vehicle interior.

Method of sealing shall permit removal and replacement of access doors without damage to sealing requirement.

5.20 WINDSHIELD & WINDOWS

- 5.20.1 Windshield and driver door shall be OEM glazed with laminated glass and uniformly tinted. Windshield shall have heavier tint above eye level, if available from factory.
- 5.20.2 Side windows shall be 40" tall x 29" wide minimum, flat black aluminum framed, with interior clamp ring attachment design, top T-slider ventilating window to meet all applicable Federal and State Motor Vehicle Safety Standards. Side windows to be located in the sidewall to provide a minimum upper viewing height of 58" measured from the interior floor.
- 5.20.3 Side windows shall be tempered Safety Glass, 28% light transmission, gray tint.
- 5.20.4 Two of the side windows, one on each side, shall be top hinged emergency exit type, with decals providing instructions as to their use. *The emergency windows shall not be single use type.*
- 5.20.5 All windows shall be fitted with durable, firmly installed, weather seals to prevent the entrance of air and water, including spray from commercial vehicle wash equipment and driven rain. This includes the T-sliding portion of the window. Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash and salt and other exterior elements without cracking, leaking, loosening or deteriorating.
- 5.20.6 Drain holes shall be incorporated in the window sash frame to allow interior condensation to drain to the exterior. Sash construction shall be such that the sash drain shall prevent entrance or backup of water into the vehicle.
- 5.20.7 A single window shall be provided in the transition panel between the windshield and the ambulatory passenger entrance door. A minimum of 470 square inches of viewing shall be provided. Window design shall eliminate the blind spot created by the transition panel.

5.21 EXTERIOR LIGHTING

- 5.21.1 LED roof marker lights, red or amber, one at each corner, shall be provided.
- 5.21.2 LED marker lights, with metal guards, three (3) lamp cluster, amber or red lens, at front and rear shall be provided.
- 5.21.3 License plate holder at rear shall be illuminated.
- 5.21.4 LED side marker lights, red or amber, to be provided
- 5.21.5 LED, red center-mount brake light to be provided
- 5.21.6 All exterior lighting shall conform to all State Regulations, FMVSS 108 and requirements of the ADA.

5.22 INTERIOR LIGHTING

- 5.22.1 Interior shall be illuminated so as to provide a minimum of 12-foot candles of illumination measured at 36" above the floor.
- 5.22.2 Overhead driver courtesy light providing at least 2 foot-candles of illumination measured at the step tread shall light when driver door is opened. All other interior courtesy lights shall operate only when ignition is in "on" position, and stepwell and interior lights shall operate when passenger door is opened and ignition on. Additionally, a driver controlled override shall be provided to allow operation of all interior passenger courtesy lights when doors are closed and ignition on.
- 5.22.3 All passenger stepwells and doorways shall have at least 2 foot-candles of illumination measured on the steptread or lift platform, when deployed at the vehicle floor level. Lighting shall be mounted so as not to create a hazard for passengers.

- 5.22.4 Passenger doorways shall have outside lights which, when the door is open, provide 1 foot-candle of illumination on the street surface for a distance of 3 feet from all points on the bottom step tread outer edge. Such lights shall be located below window level and shielded to protect the eyes of boarding and existing passengers.
- 5.22.5 All interior lighting shall conform to all State and Federal regulations and to all requirements of the ADA.
- 5.22.6 Interior lighting shall be LED where possible.

5.23 MIRRORS

- 5.23.1 Each vehicle shall be equipped with two (2) 7" x 9.5" (minimum) exterior rear view mirrors with breakaway mounting brackets, one on each side. Right side front mirror shall be mounted so as to prevent contact with boarding passengers or pedestrians. Mirror arm shall be adequate length to provide rearward vision. Mirrors shall also include convex adjustable diminishing mirror mounted above the exterior rear view mirrors. Mirror heads and adjustable support arms shall be stainless steel.
- 5.23.2 Standard OEM rear vision mirror with non-glare, day-night feature shall be provided within easy reach of the driver.
- 5.23.3 A mirror shall be installed on the front of vehicle, which enables driver to see directly in front of vehicle from seated position.
- 5.23.4 One 5"x 12" minimum adjustable interior passenger viewing mirror shall be provided and mounted in such a way to allow the driver to easily view passenger activity in the vehicle from the driver's seat.

5.24 FINISH & COLOR (REFER TO PAINT/STRIPING DESIGN)

- 5.24.1 All exterior surfaces shall be smooth and free of visible fasteners, dents, wrinkles and other imperfections.
- 5.24.2 Exterior surfaces to be gel coated shall be properly prepared as required by the gel coat system supplier, prior to application of gel coat to assure a proper bond between the basic surface and successive coats of gel coat for the service life of the bus.
- 5.24.3 Gel coat shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
 - 5.24.3.1 Blisters or bubbles appearing on the gel coat.
 - 5.24.3.2 Chips, scratches, or gouges of the surface finish.
 - 5.24.3.3 Cracks in the gel coat.
 - 5.24.3.4 Craters where gel coat failed to cover due to surface contamination.
 - 5.24.3.5 Overspray/underspray.
 - 5.24.3.6 Peeling.
 - 5.24.3.7 Runs or sags from excessive flow and failure to adhere uniformly to the surface.
 - 5.24.3.8 Chemical stains and water spots.
 - 5.24.3.9 Excess caulking material.
- 5.24.4 All exterior surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents.
- 5.24.5 Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.
- 5.24.6 Exterior paint/striping design to match design as provided. Contractor will provide final design, based on vehicle to be supplied, to COAST for approval prior to painting. The vehicle exterior shall be painted using four-color custom paint (DuPont paint ID codes to be provided) on all sides of the vehicle.
- 5.24.7 Logos:
 - 5.24.7.1 COAST Logos shall appear on each side and rear of the bus. Exact logos and locations shall be determined after bid award.
- 5.24.8 Numbering:

- 5.24.8.1 Exterior I.D. numbers are to be 4" block numbers located on all sides of the vehicle. Location and color of numbering is to be determined after bid award.
- 5.24.8.2 The vehicle number shall be placed inside the vehicle, above the windshield with 3" block numbers so as to be easily viewed by the driver.
- 5.24.8.3 The vehicle number shall be determined after bid award.
- 5.24.9 Decals:
 - 5.24.9.1 Two (2) "No Smoking"
 - 5.24.9.2 Two (2) reflective international handicapped symbol
 - 5.24.9.3 One (1) non-reflective international handicapped symbol
 - 5.24.9.4 One (1) "PLEASE STAND BEHIND WHITE LINE"
 - 5.24.9.5 One (1) "WATCH YOUR STEP"
 - 5.24.9.6 Two (2) "Priority Seating for Elderly/Handicapped"
 - 5.24.9.7 Decals shall be durable and fade/chip and peel resistant. All exterior decals shall be sealed with waterproof sealant around the edges and on all exposed surfaces.
 - 5.24.9.8 Decal placement shall be determined after bid award.

5.25 STANCHIONS & GRAB RAILS

- 5.25.1 All stanchions and grab rails shall be 1-1/4" stainless steel or stainless steel clad tubing. Vertical stanchions shall be secured top and bottom with barrel bolts to prevent twisting. All stanchions shall be mounted floor to ceiling in structural member.
- 5.25.2 All modesty panels shall be padded and covered with 36-oz/sq. yd. (minimum) transit vinyl, blue in color to match the ABS plastic on the seat backs. Grab rails in stepwell area shall be stainless steel.
- 5.25.3 There shall be a vertical stanchion, horizontal grab rail 30" above the floor, and modesty panel located at the rear of the entrance door. Provision shall be made for grab rails at both sides of door, within easy reach from the ground to assist passengers in both boarding and exiting. Grab rails shall be mounted to stanchions and sidewalls. The panel will be mounted so as not to allow fingers to be caught between it and the stanchions.
- 5.25.4 A vertical stanchion, horizontal grab rail 30" above the floor, and modesty panel shall be provided behind driver's seat. A tinted Plexiglas panel shall be installed filling the area between the stanchion and wall and grab rail to ceiling.
- 5.25.5 Overhead handrails shall be provided which shall be continuous except for a gap at the rear doorway. The dimensions and material requirements for the overhead handrails are the same as those for stanchions and grab rails.
- 5.25.6 The stanchions and grab rails must comply fully with all ADA requirements.

5.26 WHEELCHAIR LIFT

- 5.26.1 Wheelchair lift shall be a Braun Millennium Series (commercial type) lift, or approved equal.
- 5.26.2 The wheelchair lift shall be electro-hydraulically or electro-mechanically operated, mounted on the curbside of the vehicle, and accessible via heavy-duty access doors.
- 5.26.3 The lift assembly shall safely accommodate a minimum load of 800 lbs. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacturer as being adequate for the minimum load requirement.
- 5.26.4 Braun Quiet-Ride Package, or approved equal, to keep the lift "rattle-free" while in transit shall be provided.
- 5.26.5 Lift shall be power-up and power or gravity-down.
- 5.26.6 There shall be a pressure relief built into the hydraulic system to prevent "jacking" of the vehicle, if the power remains on once the lift touches the ground.
- 5.26.7 An automatic safety barrier shall be provided at front of platform. An automatic or manual release of barrier at ground level is acceptable.

- 5.26.8 Lift platform shall have a barrier, which prevents a wheelchair from rolling off the edge closest to the vehicle until the platform is in its fully raised position. Each side of the lift platform shall have a 1 1/2 inch (minimum) barrier.
- 5.26.9 Lift shall be equipped with a manual override to permit lift to be raised or lowered manually in event of power failure or emergency.
- 5.26.10 Hand held lift control shall be provided with a minimum 5 ft. cord attached so lift may be operated from inside or outside of vehicle. Adequate provisions for safely storing the lift controls, when not in use, shall be provided inside the vehicle.
- 5.26.11 Lift platform shall be equipped with handrails on two sides, which move in tandem with the lift and which shall be graspable and provide support to standees throughout the entire lift operation. Handrail specifications are as follows:
 - 5.26.11.1 A usable component (handle) at least 8 inches long with the lowest portion 30 inches (minimum) above the platform and the highest portion 38 inches (maximum) above the platform.
 - 5.26.11.2 A grasping surface with a diameter of 1.25 to 1.5" and corner of radii of not less than 1/8 inch.
 - 5.26.11.3 A minimum of 1.5 inch knuckle clearance from the nearest adjacent surface.
- 5.26.12 All pulleys, chains, cables, etc., on the lift platform shall be fully enclosed.
- 5.26.13 A complete set of operating instructions, schematics, and lift manufacturer Service Manual and Parts Manual shall be included with each lift.
- 5.26.14 Lift platform shall have a minimum usable wheelchair passageway width of 34" and a minimum usable length of 51". The sides of the platform shall be a minimum 2.5" high.
 - 5.26.14.1 Lift platform surfaces shall be free of any protrusions over 1/4" high and shall be slip resistant.
- 5.26.15 Control box shall be lightweight and weatherproof. Additionally, controls shall have sequence interlock to prevent folding of lift platform before it is in full raised position.
- 5.26.16 A safety device shall be provided that shall render lift inoperable when lift door is closed.
- 5.26.17 Each lift-equipped vehicle shall use an interlock between the lift controls and vehicle braking system, transmission or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed.
- 5.26.18 In the event of a power or equipment failure the lift shall be designed to deploy no faster than 12 inches per second.
- 5.26.19 Lift platform shall move at a rate, which does not exceed 6 inches per second during lowering and lifting and 12 inches per second during deployment and stowage.
- 5.26.20 The boarding edge of lift platform shall have a band of color(s) running the full width of the step or edge that contrasts from the lift surface.
- 5.26.21 The lift shall be warranted against defects, parts and labor, for a minimum of one (1) year from date of acceptance of the vehicle.
- 5.26.22 The wheelchair lift must comply fully with all ADA requirements.

5.27 WHEELCHAIR SECUREMENT SYSTEM

- 5.27.1 Securement devices and their attachments shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.
- 5.27.2 The securement system shall be located as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Flip seats may be installed in the securement area but shall not obstruct the clear floor area.
- 5.27.3 Wheelchair securement system shall be Q'Straint QRT Deluxe, or approved equal, to secure wheelchairs facing forward, and must comply fully with Americans with Disabilities Act requirements.
- 5.27.4 Wheelchair tie down and occupant restraint shall consist of Q'Straint QRT Deluxe restraint system with dual tightening knobs, integrated adjustable lap/shoulder belt combo and 2 pin connector brackets, or approved equal.

- 5.27.5 Floor anchorage points shall be Q'Straint Slide & Click, or approved equal, utilizing cast stainless steel and usable for front or rear tie downs or shared by both. Anchorage points shall be sealed prior to anchorage point installation to prevent the intrusion of water. Anchorage points shall be secured in accordance with California Highway Patrol Regulation Title V - Register 77, Number 22 5-8-77.
- 5.27.6 Included shall be webbing loops of the Q'Straint Q5-7580 type, or approved equal, with a set of four (4) for each restraint set.
- 5.27.7 Means shall be provided to safely and securely store QRT securement system when not in use by providing suitable storage compartment(s) that are easily accessible.
- 5.27.8 The wheelchair securement system must comply fully with ADA requirements.
- 5.27.9 Vehicle shall be equipped with two (2) Tie Tech, Inc. Safe-Cut webbing cutters.

5.28 SIGNAL SYSTEM

- 5.28.1 Horizontal or vertically mounted yellow touch tape switches, 18" long, are to be located on the interior face of the window posts or below windows on each side of the bus.
- 5.28.2 The touch tape switches are to activate a backlit stop request sign mounted overhead of the driver in the ceiling cove.
- 5.28.3 The touch tape switches must be accessible to all passengers and meet ADA regulations.

5.29 DESTINATION SIGNS

- 5.29.1 Front and side mounted electronic destination signs are to be provided and must meet all requirements of the ADA regulations.
- 5.29.2 Signs are to be automatic electronic LED-based displays of the TwinVision type, or other approved equal. LED display will be amber in color. *Destination sign readings shall be provided after the determination of a successful bidder.*
- 5.29.3 Signs are to be operated via electronic control located in an easily accessible position for the driver.
- 5.29.4 Front mounted destination sign is to be mounted in the cove above the front windshield and sealed to prevent any intrusion of the outside elements.
- 5.29.5 Side mounted destination sign is to be mounted in the upper section of the side window behind the entry door.
- 5.29.6 Power to the sign system shall be controlled by the master ignition and shall operate in all positions except "Off". The signs shall be internally protected against voltage transients and interference.
- 5.29.7 An emergency message shall be activated by a push button or toggle switch in a location to be approved by COAST. The emergency message shall be displayed on the front sign only while signs inside the vehicle, including the OCU display, remain unchanged. The emergency message shall be canceled by entering a new destination code, or power cycling (after removal of the emergency signal).
- 5.29.8 Included shall be all cables, accessories, data cards (PCMCIA, USB, or otherwise) for software maintenance, programming software, and manuals.
- 5.29.9 The sign system shall not interfere with the radio communications system, the public address system, or any other electronic equipment installed on the vehicle by the manufacturer or COAST.

5.30 MISCELLANEOUS

- 5.30.1 Maximum (heavy duty) radiator size and cooling fan available shall be provided. Radiator shall be equipped with surge tank if available from chassis manufacture. Coolant provided per State Standard Specification (-34°F).
- 5.30.2 Vehicle shall be equipped with a 55-gallon (minimum) fuel tank.
- 5.30.3 Indicating devices shall be gauge type, not "tell tale" lights, and include the following:
 - 5.30.3.1 Voltmeter.

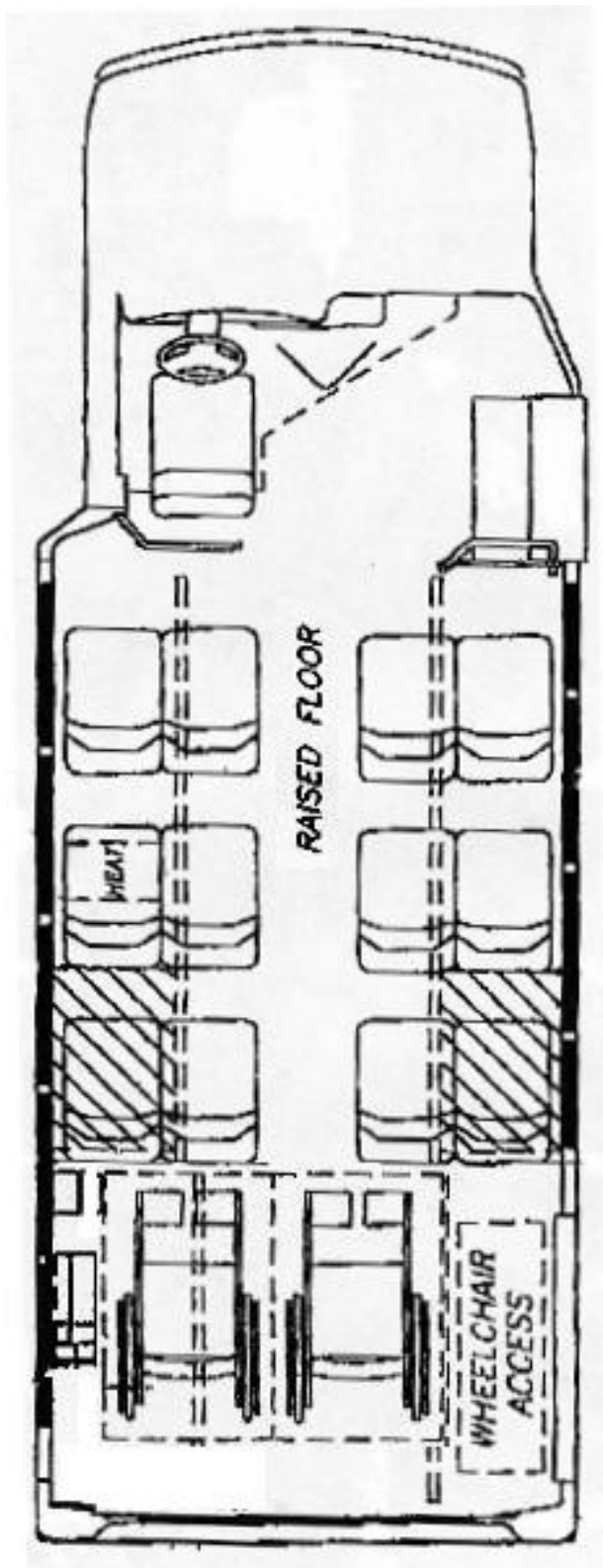
- 5.30.3.2 Oil Pressure Gauge. An audible and visible low oil pressure warning device shall also be provided, if available from OEM.
- 5.30.3.3 Engine Temperature Gauge. An audible and visible high engine temperature warning device shall also be provided, if available from OEM.
- 5.30.3.4 Fuel Tank Level Gauge.
- 5.30.3.5 Speedometer with Odometer.
- 5.30.4 Dual horns shall be provided.
- 5.30.5 Two (2) heavy-duty electrical, three (3) speed (intermittent, low and high speeds) windshield wipers and windshield washers shall be provided.
- 5.30.6 Driver's sun visor shall be provided.
- 5.30.7 Driver's storage compartment above the driver door.
- 5.30.8 A minimum five (5) pound ABC rated fire extinguisher, with gauge and hose, UL approved shall be provided, securely mounted vertically in an easily accessible location inside vehicle.
- 5.30.9 A three (3) triangle hazard reflector kit shall be provided and securely mounted in an easily accessible location.
- 5.30.10 A standard 16-unit first aid kit shall be provided.
- 5.30.11 Vehicle shall be delivered with chassis manufacturer's shop manuals and add-on equipment shop manuals and in the number requested (including at a minimum; A/C unit, wheelchair lift and electrical system).
- 5.30.12 All brackets and fasteners for attaching front and rear license plates to the vehicle shall be provided by the Contractor.
- 5.30.13 Each vehicle shall contain a sign(s) printed in clear type that indicates that seats in the front of the vehicle are priority seats for persons with disabilities. Each securement location shall have a sign designating it as such.
- 5.30.14 Vehicle shall be equipped with two (2) Evac-Aid evacuation blankets or approved equal, securely mounted in a location easily accessible to the driver.
- 5.30.15 Vehicle shall be equipped with OEM standard AM/FM stereo/radio/clock. Four (4) speakers mounted, two (2) front and two (2) rear, in the face of the ceiling end closures. A roof mounted antenna, RRA473BA Transit Style Raydome, or approved equal, shall be attached to the roof and a solid center core coax RG58-U antenna cable shall be routed to a radio compartment provided for mounting the Procuring Agencies 2-way radio in the driver's compartment. A two-foot (2') x two-foot (2') size metal plate - 1/32" thick (ground plane) shall be incorporated under the roof, centered under the antenna so that the screws used to attach the antenna screw through the plate, to allow for adequate reception from the antenna. A one-foot (1)' square access panel to the ground plane shall be provided.
- 5.30.16 An integrated public address amplifier and flexible gooseneck or hand-held microphone with on/off switch shall also be provided. The public address system shall comply with the ADA requirements of 49 CFR, Part 38.35 and enable the operator to address passengers either inside or outside the bus. Announcements shall be broadcast in a clear tone, and be clearly perceived from all seat positions at approximately the same volume level (adjustable). A speaker shall be provided so that announcements can be clearly heard by passengers standing outside the bus near the front door (e.g., under the skirt behind the passenger door). An operator-controlled switch shall select inside or outside announcements. A separate volume control shall be provided for the outside system if volume adjustment would otherwise be necessary when switching from inside to outside. The system shall be muted when not in use.
- 5.30.17 A schedule holder, with six (6) separate compartments, will be provided that allows for the distribution of printed timetables and system information to the passengers. The schedule holder shall be constructed of a durable material (e.g., clear plastic) and securely mounted in a convenient location on the passenger side of the driver's modesty panel.
- 5.30.18 Fare box, Diamond Manufacturing Model NV, or approved equal, pole mounted, with one (1) secured vault shall be provided. The fare box is to be mounted on a 1¼" O.D. stainless steel stanchion with a key lock mount. The farebox should be illuminated, within easy reach of the driver, yet not interfere with the driver's ability to move from

the driver's area to the rest of the vehicle. **Fare box is to be keyed to COAST's requirements.**

- 5.30.19 Bicycle rack, Sportworks DL2 S/S (stainless steel) Bike-Rack-for-Buses, or approved equal. Bike rack is to be front-mounted on the bumper, utilizing the Sportworks mounting system, or approved equal.
- 5.30.20 Vehicle will be equipped with two (2) black rubber US DOT approved wheel chocks.

5.31 SEATING DIAGRAM

Twelve (12) Ambulatory Seats w/ two (2) wheelchair positions



5.32 EXTERIOR PAINT/STRIPING DESIGN

Striping design shall be similar to the photos provided below. Base paint color shall be silver to match recent COAST bus paint schemes. All stripes are to be painted, not decals.

Note that in the included photos, the base paint color is a bright white. This shall be replaced with the silver as noted below.

Paint is DuPont

Base silver: **F2573** "Light Silver Effect";

Bottom blue stripe: **737136** "Blue";

Middle stripe: **P2463** "Vermeer Decal Green";

Top stripe: **N5763** "Aqua".

