CITY OF ALBUQUERQUE

REQUEST FOR BID

THE CITY OF ALBUQUERQUE, PURCHASING OFFICE IS REQUESTING OFFERS FOR THE FOLLOWING GOODS OR SERVICES:

REQUEST NUMBER: RFB2006-189-GJ
TITLE: 60' ARTICULATED BUSES
OPENING DATE: MAY 31, 2006 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

G. JARAMILLO, SENIOR BUYER, (505)768-3320
CITY OF ALBUQUERQUE PURCHASING OFFICE
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER
POST OFFICE BOX 1293
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

OFFICE OF THE CITY CLERK
CITY OF ALBUQUERQUE
POST OFFICE BOX 1293
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO 87103

HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM MAY 31, 2006

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:

ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER
7TH FLOOR CONFERENCE ROOM
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO

GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2006-189-GJ

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

_____ OFFEROR COMPLIANCE FORM
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.

_____ PRICING DETAIL FORM(S)
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).

_____ OFFEROR COMMENTS FORM
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.

_____ BID BOND
A BID BOND IN PROPER FORMAT MUST BE SUBMITTED WITH THIS OFFER. FAILURE TO SUBMIT A BID BOND WILL DISQUALIFY YOUR OFFER.

NOTE: FEDERAL FUND ARE INVOLVED NO LOCAL PREFERENCE WILL BE GIVEN

OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2006-189-GJ
OPENING DATE: MAY 31, 2006

FOR FURTHER INFORMATION
CALL G. JARAMILLO
AT (505)768-3347

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT:
CITY OF ALBUQUERQUE TRANSIT
GREG MONTOYA
601 YALE SE
ALBUQUERQUE NM
87106

REQUISITION NUMBER(S): p40111

BID BOND AMOUNT: $0.00

PERFORM BOND AMOUNT: $0.00

BID BOND PERCENT: 5%

PERFORM BOND 100%

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:
(THE MINIMUM ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS:_____%

30 CALENDAR DAYS:_____%

OTHER:____ CALENDAR DAYS:_____%

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS, CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: _____ DATE:_____/_____/_____

NAME: _____ TITLE:_____
(PRINT OR TYPE)

COMPANY NAME:_____ EIN:_____

ADDRESS:_____

CITY:_____STATE:_____ ZIP:_____

PHONE: (_____)_____-_____ FAX: (_____)_____-_____

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.
TO ACCESS FORMS VISIT WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML.

PRICING DETAIL FORM

REQUEST NUMBER: RFB2006-189-GJ

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM	UNIT PRICE	TOTAL PRICE
			IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING:		
	1	5.00 EA	60' ARTICULATED TRANSIT BUSES	_____	_____

THE CITY IS TAXABLE ON SERVICES ONLY

UNIT PRICE MUST INCLUDE ALL COSTS.

A 5% BID BOND IS REQUIRED/MUST ACCOMPANY THIS BID

A 100% PERFORMANCE BOND REQUIRED UPON AWARD OF CONTRACT

AWARDED VENDOR MUST PROVIDE PERFORMANCE BOND WITHIN 5 DAYS OF NOTIFICATION OF AWARD

NOTE: FEDERAL FUNDS ARE INVOLVED NO LOCAL PREFERENCE WIL BE GIVEN

**********LAST ITEM REQUESTED**********

NOTE:

DELIVERY TIME WILL BE TAKEN INTO ACCOUNT

DELIVERY IS A MAJOR CONCERN OF THE CITY.

DELIVER MUST BE NO LATER THAN 10/15/06

SCOPE

This specification outlines the performance that is required by the City of Albuquerque Transit Department for its Bus Rapid Transit System operation. The City requires a quality bus that has a proven record of operation, all necessary and appropriate test certifications, meets all Federal Transit Administration (FTA) requirements, meets all American Disabilities Act (ADA) requirements, and can be equipped with the optional equipment as described in this specification. The contractor shall comply with all applicable Federal, State, Local and Environmental Protection Agency (EPA) 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.

The vehicle will operate in the Bus Rapid Transit System routes of the City of Albuquerque Transit Department. The Transit routes are on the major streets and highways of the City. The vehicles will be required to operate at highway speeds within the interstate system of the metropolitan area. The geographic area is high desert with low humidity, average elevation of 5,000 feet with peaks to 8,000 feet; summer temperatures up to 115 degrees Fahrenheit, winter low temperatures down to zero degrees Fahrenheit. The average slope from the low point at the center of the City to the upper reaches of the City is nine degrees. The vehicle provided must operate in these conditions without any mechanical problems to include at least engine temperature and power loss. The vehicle must be able to merge with moving traffic at an acceptable rate and in a completely safe manner. Sufficient excess power shall be available to operate all accessories. The Offeror will provide the City of Albuquerque with performance charts showing the acceleration of the unit they are offering. Jerk, the rate of change of acceleration, will be minimized throughout the acceleration/deceleration range and will be no greater then 0.3g/second. This requirement will be achieved regardless of driver actions.

The City of Albuquerque requests bids for the manufacture and delivery of Bus Rapid Transit System buses in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract.

PRICING SCHEDULE

The Offeror is required to complete the pricing detail form in the RFB. 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.

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", that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual Disadvantaged Business Enterprise (DBE) subcontracting participation goal.

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" provided the bid is responsive in all respects to these procurement requirements.

REQUEST FOR CHANGE OR APPROVED EQUAL

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

Request #: _____ Offeror:

Solicitation Ref: _____ Page: _____ Section: _____

Questions/Clarification or Approved Equal: _____

City of Albuquerque: _____

ACKNOWLEDGMENT OF ADDENDA

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

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Offeror: _____
Name

_____
Street Address

_____
City, State, Zip

_____
Signature of Authorized Signer

_____
Title

_____
Phone

OFFEROR SERVICE AND PARTS SUPPORT DATA

Location of nearest Technical Service Representative to City of Albuquerque

Name _____

Address _____

Telephone _____

Offeror to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to City of Albuquerque

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 City of Albuquerque _____

BUY AMERICA CERTIFICATION

Certificate of Compliance

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

Date: _____

Signature: _____

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: _____

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

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

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

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

LOBBYING CERTIFICATION

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, 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

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
Date: _____

_____

Name and Title of the Offeror's Authorized Official

Date: _____

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 "grand fathered" (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 City of Albuquerque 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: _____

SPECIAL PROVISIONS

PRICING SCHEDULE

PAYMENT

Payment will not be made until each bus is accepted by the City of Albuquerque and the proper documentation is supplied.

Payment Terms: The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office. Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.

Freight Policy: Freight will be F.O.B. Destination, Freight Prepaid, unless otherwise specified in this Request.

Taxes: Offerors shall include any applicable taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate.

Determination of whether the tax is due and payment of the tax is the responsibility of the offeror.

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to:

City of Albuquerque

Accounting Division (Accounts Payable)

P.O. Box 1985,

Albuquerque, New Mexico 87103.

and

City of Albuquerque

Transit Department (Fiscal Division)

100 First Street SW,

Albuquerque, New Mexico 87102.

Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

DEFINITIONS AND ABBREVIATIONS

GENERAL DEFINITIONS

Authorized Officer:

The person authorized by Offeror or Contractor to execute this contract or any document on behalf of the Offeror/Contractor and who is authorized to bind the Offeror/Contractor.

Bus or Buses:

The entire Bus and all its systems and sub-systems including the engine and transmission.

Business Days:

Defined as Monday through Friday excluding City of Albuquerque holidays. As of 1/1/00, holidays are New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day after Thanksgiving, and Christmas Day.

Configuration Approval:

A determination by the City of Albuquerque that the Buses conform to the City's satisfaction, based on the Pilot Bus which has been accepted by the City of Albuquerque.

Contract, Contract Documents or Agreement:

The attachments, appendix, procurement document, and procedures, Technical Submittal, Contract terms and conditions, schedules, deemed included (if any), technical specifications (if any), forms of bonds (if any), contract drawings (if any), all addenda hereafter issued (if any), and the notice of award.

***Contractor*:**

The successful Offeror who is awarded the Contract to provide the Buses and equipment described in the Contract documents.

***Day*:**

Unless otherwise noted a day in one calendar day.

***Defect*:**

Patent or latent flaw, malfunction or failure in the design, material or workmanship, or failure to meet the specifications and/or General Technical Requirements of this Contract of any Vehicle that causes a Bus to cease operating or causes it to operate in a degraded mode. The term Defect also refers to the failure that is caused by the Defect, and is sometimes also referred to as a Failure.

***Delivery, Delivering or Delivered*:**
Words used in the Contract or in the specifications that shall mean presentation of a bus to the City of Albuquerque for the purposes of post-delivery inspection at the point designated thereof in the Contract or in the specification.
***Labor Rate*:**
$65.00/Hour; The City of Albuquerque charge for warranty reimbursement and other charged labor.

***Liens*:**
Any and every lien of any kind whatsoever against the Work, any monies due or to become due from the City of Albuquerque to Contractor, and/or any other property of the City of Albuquerque, for or on account of the Work, including any Public Lien.
Maintenance and Inspection:
Scheduled maintenance or inspection required by the Contractor and to be performed by the City of Albuquerque shall require a skill level of Class B Mechanic or less.
***Major Systems*:**
The engine, transmission, steering and axles, brakes, HVAC equipment, door systems including wheelchair ramp and or lift, lighting, electrical, bus body, destination sign and air system.
***Notice*:**
A written notice
Notice of Acceptance:
Notice given by the City of Albuquerque to the Contractor that a bus, including Pilot Bus, has passed all required tests and are available for acceptance by the City of Albuquerque.
***Notice of Arrival*:**
Notice given by the Contractor to the City of Albuquerque that the Bus or Buses, including Pilot Bus, have passed all required tests and are available for acceptance the City of Albuquerque.
Notice of Award: (Purchase Order)
A document that apprises the Offeror that the Offer has been accepted by the City of Albuquerque. This notice will authorize the Contractor to begin services. The Notice of Award shall specify the quantity and type of Bus covered by an order for Buses.
***Notice to Proceed (NTP)*:**
The notice to the Contractor from the City of Albuquerque, which authorizes Contractor to commence production activities. The NTP shall not be issued until, among other

things, Configuration Approval has been issued by the City of Albuquerque.

Offer:
The bid or proposal in response to this solicitation (sometimes referred to as Request for Bid) in the form set forth in this solicitation document, submitted in competitive procurement for the manufacture and delivery of Buses described herein.
Offeror:
The person, corporation or other entity submitting an Offer. May, in context, also include a Potential Contractor.
Original Equipment Manufacturer (OEM):
Standards, requirements recommendations of the respective Manufacturer.
Potential Bidders:
Bus manufacturers on City of Albuquerque solicitation list and any other interested party.
Preventive Maintenance Program:
Preventive maintenance program as referenced throughout this specification with the abbreviation "PMP".
Project Manager:
The individual designated by the City of Albuquerque to administer the Contract or a duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the City of Albuquerque, provided Contractor shall have received notice of such designation or appointment.
Related Defect:
Damage inflicted on any component or subsystem as a direct result of a defect.
***Reliability Demonstration Test (RDT)*:**
Three-month test, which may be performed at the sole election of the City of Albuquerque to determine the overall reliability of the Fleet.
Subcontractor:
An individual or organization who enters into a contract to furnish labor or services only or labor and materials or apparatus in connection with the Work directly or indirectly for or on behalf of the Contractor and whether or not in privet of Contract with the Contractor.
***Supplier*:**
Any manufacturer, company, or agency, providing vehicles, components, or subassemblies for inclusion in the Bus (supplier items shall require qualifications by type and acceptance test in accordance with requirements defined in the Quality Assurance Section).
Vehicle:
A term sometimes used to refer either individually or collectively to a system, sub-system, component, assembly, subassembly or part of a Bus. Where applicable, the

specific terms Bus, system, subsystem, and part are used to describe specific elements of the Bus.

Work:

The productive and operative efforts of the Contractor, or any Subcontractor or supplier, required or specified to be used to achieve the results specified in this Contract. Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

Working Drawings or Drawings:

All drawings necessary or required for the production of the work.

SPECIAL TERMS AND REQUIREMENTS

The following are definitions of special terms used:

1) dBA. Decibels with reference to 0.0002 microbar as measured on the "A" scale.

2) Audible Discrete Frequency. An audible discrete frequency is determined to exist if the sound power level in any 1/3-octave band exceeds the average of the sound power levels of the two adjacent 1/3-octave bands by 4 decibels (dB) or more.

3) Standee Line. A line marked across the bus aisle to designate the forward area that passengers may not occupy when the bus is moving.

4) Free Floor Space. Floor area available to standees, excluding step wells, area under seats, area occupied by feet of seated passengers, and the vestibule area forward of the standee line. Floor area of 1.5 square feet shall be allocated for the feet of each seated passenger.

5) Curb Weight. Weight of vehicle, including maximum fuel, oil and coolant; and all equipment required for operation and required by this Specification, but without passengers or operator.

6) Seated Load. One hundred fifty pounds for every designed passenger seating position and for the operator.

7) Gross Load. One hundred fifty pounds for every designed passenger seating position, for the operator, and for each 1.5 square feet of free floor space.

8) SLW (Seated Load Weight). Curb weight plus seated load.

9) GVW (Gross Vehicle Weight). Curb weight plus gross load.

10) GVWR (Gross Vehicle Weight Rated). The maximum total weight as determined by the vehicle manufacturer, at which the vehicle can be safely and reliably operated for its intended purpose.

11) Operator's Eye Range. The 95th-percentile ellipse defined in SAE Recommended Practice J941, except that the height of the ellipse shall be determined from the seat at its reference height.

12) Fireproof. Materials that will not burn or melt at temperatures less than 2,000 degrees F.

13) Fire-Resistant. Materials that have a flame spread index less than 150 as measured in a radiant panel flame test per ASTM-E 162-90.

14) Human Dimensions. The human dimensions used in Technical Specifications are defined in Human scale 1/2/3, N. Different, A. R. Tilley, J. C. Bardagjy, MIT Press.

15) HIC (Head Injury Criteria). The following equation presents the definition of head injury criteria:

$$\left[\frac{1}{t_1 - t_2} \int_{t_1}^{t_2} (a)^{2.5} \, dt \right]^{2.5} (t_2 - t_1)$$

where:

a = the resultant acceleration at the center of gravity of the head form expressed as a multiple of g, the acceleration of gravity.

t_1 and t_2 = any two points in time during the impact.

16) Baseline Configuration Bus. The bus described by Technical Specifications if no alternatives are selected.

17) Alternative. An alternative specification condition to the standard configuration bus

18) Class of Failures. Classes of failures are described below.

a. Class 1: Physical Safety. A failure that could lead directly to passenger or operator injury or represents a severe crash situation.

b. Class 2: Road Call. A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

c. Class 3: Bus Change. A failure that requires removal of the bus from service during its assignments. The bus is operable to a rendezvous point with a replacement bus.

d. Class 4: Bad Order. A failure that does not require removal of the bus from service during its assignments but does degrade bus operation. The failure shall be reported by operating personnel.

19) ***MAINTENANCE PERSONNEL SKILL LEVELS***

(a) **"A"** - Journeyman or Class A Mechanic
(b) **"B"** - Service Mechanic or Class B Serviceman
(c) **"C"** - Mechanic
(d) **"Utility"** - Servicer, Cleaner, Fueler, Oiler, Miscellaneous

20) Standards. Standards referenced in the Technical Specifications are the latest revisions unless otherwise stated.

21) Structure. The structure shall be defined as the basic body, including load bearing external panels, structural components, axle mounting provisions and suspension beams and attachment points.

22) Wheelchair. A mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. A "common wheelchair" is such a device that does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied.

The bus shall maintain the minimum clearance dimensions defined in SAE Standard J689, regardless of load up to the gross vehicle weight rating.

The **approach** angle is the angle measured between a line tangent to the front tire static loaded radius arc and the initial point of structural interference forward of the front tire to the ground.

The **departure** angle is the angle measured between a line tangent to the rear tire static loaded radius arc and the initial point of structural interference rearward of the rear tire to the ground.

The **break over** angle is the angle measured between two lines tangent to the front and rear tire static loaded radius and intersecting at a point on the underside of the vehicle that defines the largest ramp over which the vehicle can roll.

Axle Clearance. Axle zone clearance, which is the projected area between tires and wheels on the same axial centerline, shall be no less than 5½ inches.

ABBREVIATIONS

The following is a list of abbreviations.

1) ADA Americans with Disabilities Act
2) ANSI American National Standards Institute
3) ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers

4)	ASTM	American Society for Testing and Materials
5)	EPA	Environmental Protection Agency
6)	FTA	Federal Transit Administration
7)	FMCSR	Federal Motor Carrier Safety Regulations
8)	FMVSS	Federal Motor Vehicle Safety Standards
9)	ISO	International Organization for Standardization
10)	JIC	Joint Industrial Council
11)	NHTSA	National Highway Traffic Safety Administration
12)	OSHA	Occupational Safety and Health Administration
13)	SAE	Society of Automotive Engineers
14)	SPI	Society of the Plastics Industry
15)	UL	Underwriters Laboratories
16)	USDOT	United States Department of Transportation

EXPLANATION OF PARTICIPATING PARTIES AND TERMS

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

City of Albuquerque City of Albuquerque

Purchasing Officer The person who is executing this Contract on behalf of the City of Albuquerque and who has complete and final authority except as limited herein.

Due Date The date and time by which Offers must be received by the City of Albuquerque as specified in "Instructions to Offerors" of City of Albuquerque's solicitation.

VENDOR REQUIREMENTS, NOTIFICATIONS AND COMPLIANCES

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

The Offeror, as a condition of being authorized to bid or propose on this procurement, must certify that the Offeror has complied with the requirements of 49CFR Section 26.49 and that the Offeror has submitted the goal required by 49 CFR Section 26.49 to the Federal Transportation Administration (FTA) and FTA has approved it or not disapproved it.

DISADVANTAGED BUSINESS ENTERPRISE

The Contractor shall not discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-Assisted contracts. Failure by the Contractor to carry out these requirements is a material breech of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The Contractor shall include this clause, including this sentence in all subcontracts under this contract.

ENERGY CONSERVATION REQUIREMENTS

The Contractor shall 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. The Contractor shall include this clause, including this sentence, in all subcontracts under this contract.

CLEAN WATER

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

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., and all applicable Clean Air Standards of the State of New Mexico. The Contractor shall report each violation to the City of Albuquerque. City of Albuquerque will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction. The Contractor shall include these requirements in each subcontract exceeding $100,000.

RECYCLE PRODUCTS

THE CONTRACTOR SHALL AGREE 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. THE CONTRACTOR SHALL INCLUDE THIS CLAUSE, INCLUDING THIS SENTENCE, IN ALL SUBCONTRACTS UNDER THIS CONTRACT.

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 FTA Master Agreement MA (6) dated 10/1/1999, between City of Albuquerque and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. The Contractor shall include this clause including this sentence, in all subcontracts under this contract.

PATENT INFRINGEMENT

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

Contractor shall have no obligation under this section with respect to the equipment or part if it was specified by the City of Albuquerque and all requests for substitutes were rejected, and the Contractor advised the City of Albuquerque under "Offeror Communications and Requests" (Section 1.1.2.2) of a potential infringement.

PROPRIETARY RIGHTS/RIGHTS IN DATA

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

The City of Albuquerque reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes:

1. Any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and

2. Any rights of copyright to which the Contractor, Subcontractor or supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract.

The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

INTEREST OF MEMBERS HAVE, 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 there from (41 U.S.C. § 22.)

PROHIBITED INTEREST

No member, officer, or employee of the City of Albuquerque 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

3. *Withholding for unpaid wages and liquidated damages*: The City of Albuquerque 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. *Payroll and Basic Records:* The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of contract for all laborers and mechanics including guards and watchman, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the City of Albuquerque or the United States Department of Labor. The Contractor or Subcontractor shall permit such representatives to interview such employees during working hours on the job.

5. *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.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the Contract:

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 American with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

EQUAL EMPLOYMENT OPPORTUNITY

a) *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 shall 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," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Contractor shall 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 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 shall comply with any implementing requirements FTA may issue.

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

c) *Disabilities:* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the 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 shall comply with any implementing requirements FTA may issue.

d) The Contractor shall include these requirements in each Subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify affected parties.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Albuquerque, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract. The Contractor shall include the above clause in each subcontract and shall not modify the clauses, except to identify the Subcontractor who will be subject to its provisions.

PROGRAM FRAUD & FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

1. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. By executing this offer, 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 this Contractor or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties

of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The Contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All Contractual provisions required by DOT, as set forth in FTA Circular 4220.1D dated April 15, 1996, are hereby incorporated by reference. Anything to 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 of the City of Albuquerque requests, which would cause the City of Albuquerque to be in violation of the FTA terms and conditions. The Contractor shall include this clause, including this sentence, in all subcontracts under this contract.

AUDIT AND INSPECTION OF RECORDS

Contractor shall be subject to audit at any time, and shall permit the authorized representatives of the City of Albuquerque or its third party auditors, US Department of Transportation and the Comptroller General of the United States ("Auditors") to inspect and audit all data and records of the Contractor relating to its performance under this Contract. These audits will be performed using FAR Part 30 and 31, generally accepted accounting practices and principles, and the City of Albuquerque's Audits and Inspections Section.

ANTI-DUMPING PROHIBITIONS

The Contractor represents and warrants that its prices does not violate the anti-dumping or countervailing duty laws of the United States, including but not limited to 19 U.S.C. 1671 et seq. as amended, and shall pay any duties or other penalties assessed under such laws. The Contractor shall indemnify and hold harmless the City of Albuquerque from any loss or expense, including but not limited to reasonable attorney's fees that the City of Albuquerque may incur from any claim, demand, or investigation of alleged violation of said laws.

FEDERAL FUNDING

The Contract to be awarded will be subject to a financial assistance agreement between the City of Albuquerque and the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications. They are included for the purpose of establishing identification and a general description of the vehicle. Wherever such names appear, the term "OR APPROVED EQUAL" is considered to follow. The decision on the approved equal will be rendered by the City of Albuquerque. Specifying a brand name of any vehicle in this specification shall not relieve the Contractor or any Subcontractor or supplier form its responsibility to design and produce the vehicle to fully meet the performance specifications, the warranty and other contractual requirements. The Contractor is responsible for notifying the City of Albuquerque of any inappropriate brand name or vehicle that is listed or referred to in the specifications, and to propose a suitable substitute for consideration.

BUY AMERICA

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by the FTA or the project is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States, made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

CITY OF ALBUQUERQUE REQUIREMENTS

The Base Order Buses shall include all upgrades and reconfigurations, corrective actions and modifications, which are required by the City of Albuquerque to be installed (also referred to as “retrofits”) in a Pilot Bus. Any Change Orders and related change order pricing authorized for all Buses shall automatically be incorporated into any additional Bus order.

CONFIGURATION AND PERFORMANCE APPROVAL

In order to assess the Contractor's compliance with the Technical Specifications a formal test plan shall be submitted to the City of Albuquerque for review and approval. The test plan shall include a proposed test schedule. City of Albuquerque, at its sole discretion, may permit certifications to be submitted in lieu of performance, based physical testing. The decision to accept certifications or to perform actual tests shall be at the sole discretion of the City of Albuquerque. At a minimum, the following

dimensional/performance tests shall be included in the Configuration and Performance Approval Test Plan submitted by the Contractor:

- Complete electrical system performance inspection
- Dimensional requirements
- Seating Capacity
- Water Test
- Water Runoff Test
- Function Test of Systems/Subsystems and Components
- Sound/Noise Level Tests
- Vehicle Top Speed
- Acceleration Tests
- Brake Stop Tests
- Airflow Tests
- Brake System performance inspection
- Individual Axle weight
- Body Deflection Tests
- Interior Lighting
- Exterior Lighting
- Grade ability Test
- HVAC
- Speedometer
- All interlock systems
- Outside air infiltration (smoke)

BUS DELIVERY SCHEDULE

The Contractor shall deliver all buses ordered no later than October 15,2006. A conditional acceptance may be given at the factory prior to shipping. During the pre-production conference, the City of Albuquerque shall be provided access to a production schedule for the purpose of verifying available production capacity to comply with the above stated schedule. If the production schedule shows the capability to deliver the Buses sooner, the City of Albuquerque reserves the right to require the Contractor to initiate production, which will result in an earlier delivery. The Buses shall be delivered at a minimum rate of not less than 5 Buses per week and not to exceed 6 Buses per week, Monday through Friday. Hours of delivery shall be 6:00 a.m. through 2:00 p.m. Deliveries by prearranged schedule can be made seven days a week including holidays. In the event that the City of Albuquerque determines that structural or other substantial defects exist on buses previously manufactured by the Contractor, the City of Albuquerque reserves the right to determine that the current order is free of this defect, and may at its option, withhold acceptance or suspend deliveries until such time as the matter has been satisfactorily addressed.

DELIVERY PROCEDURE

Delivery shall be determined by signature of the City of Albuquerque Contract Officer or his/her designee at the point of delivery, and may be preceded by an inspection of the

Bus. Delivery of the Buses shall be F.O.B. destination, point of delivery. Deliveries shall be made to the City of Albuquerque Transit Department, 601 Yale SE, Albuquerque, New Mexico 87106.

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 Quality Assurance Provisions, and shall be witnessed and approved by the Resident Inspector. When the bus passes these tests and inspections, the Resident Inspector shall authorize release of the bus. Within 15 calendar days after arrival at the designated point of delivery, the bus shall undergo the City of Albuquerque tests defined in Quality Assurance Provisions. Acceptance may occur earlier if the City of Albuquerque 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 Non-acceptance" have been carried out and the bus shall be re-tested until it passes.

Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the Accountability in Government Ordinance, Section 2-10-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

CHANGES

CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted in writing to the Purchasing Officer of City of Albuquerque for its prior approval.

WRITTEN CHANGE ORDERS

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

CHANGE ORDER PROCEDURE

As soon as reasonably possible but no later than 10 calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Purchasing 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 Purchasing 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. The Contractor, its Subcontractors and Suppliers are required to submit cost or pricing data in connection with all Change Orders and Claims. The Auditors shall have the right to examine all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

PRICE ADJUSTMENT FOR REGULATORY CHANGES

If price adjustment is indicated, either upward or downward, it shall be negotiated between the City of Albuquerque 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.

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the City of Albuquerque in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Officer shall determine that such termination is in the best interest of the City of Albuquerque. 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 Purchasing 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 the City of Albuquerque in the manner, at the times, and to the extent directed by the Purchasing Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City of Albuquerque shall have the right, in its discretion, to settle or pay and 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 Purchasing Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the City of Albuquerque and deliver in the manner, at the times, and to the extent, if any, directed by Purchasing Officer the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have

been required to be furnished to the City of Albuquerque; 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 Purchasing 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 Purchasing Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City of Albuquerque 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 Purchasing 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 Purchasing 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 the City of Albuquerque 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 City of Albuquerque to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears it shall be deleted and the word "City of Albuquerque" shall be substituted in lieu thereof.

TERMINATION FOR DEFAULT

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

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

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

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

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

The rights and remedies of the City of Albuquerque 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.

PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS

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. **A copy of the Altoona test results must be provided with the offer.** In any event, no payment will be made until the final Altoona test report is in the possession of the City of Albuquerque.

1. *BUY AMERICA REQUIREMENTS:* The Offeror 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 sub-component 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. *SOLICITATION SPECIFICATION REQUIREMENTS:* The Offeror and (if selected) Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. *FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS):* The Offeror and (if selected) Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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 the City of Albuquerque prior to the recipient's final acceptance of the first bus.

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

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the City of Albuquerque prior to City of Albuquerque'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 "grand fathered" (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.

DISPUTES

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 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 Purchasing Officer or Chief Administrative 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 five (5) 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.

3. Purchasing Officers' or Chief Executive Officer's Decision. (a) Should the dispute not be resolved by negotiation between executives, as provided in (2) above, the City of Albuquerque's executive representative from (2) above shall submit a written request for decision to the Contract Officer along with all documentation and minutes from the negotiations. The Purchasing 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 Purchasing 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 Purchasing

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 the City of Albuquerque designee who shall render a written decision within 14 (fourteen) days of delivery of such written appeal. Such decision 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 the City of Albuquerque 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 Mexico.

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 the City of Albuquerque.

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

MOTOR VEHICLE POLLUTION REQUIREMENTS

The Contractor shall furnish to the City of Albuquerque a certification in writing with each bus delivered that:

1. Buses meet Federal and state pollution requirements.
2. The horsepower of the Bus is adequate for the speed, range, altitude, and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.

ENGINE EMISSIONS CERTIFICATE

The engine manufacturer shall certify to the lowest NO□ level possible. Following the Notice to Award and prior to the completion of the Pilot Bus, the Contractor shall submit to the City of Albuquerque a signed copy of the appropriate authority which states the level to which the engine emission are certified to. This letter shall be in sufficient detail to be used by the City of Albuquerque to participate in a NO□ trading program.

OMISSIONS FROM SPECIFICATIONS

The Contractor shall be responsible for the design and construction of the Buses. The omission from or description in its specifications, or approval by the City of Albuquerque, of any Vehicle, or element of design or construction, of any Bus shall not in any way relieve the Contractor of responsibility for the adequacy of the design or construction of a Bus fit for its intended purpose and use. The provision of any drawings, technical specifications, or other data by the City of Albuquerque shall be solely for the purpose of describing the product, which is the subject matter of this contract, and the City of Albuquerque does not thereby assume any responsibility whatsoever for the completed Bus or any portion thereof. Notwithstanding any omission or mis-description from any specification:

A. The Bus and its associated equipment must be of the best engineered design for the service intended and shall include an adequate margin of safety and durability into the design of basic Bus and the equipment.

B. The Contractor shall design and construct the Buses, and select the materials and equipment to obtain the strength and reliability required to achieve maximum specified operational life for the Buses.

C. The Contractor shall furnish labor, tools and materials, parts and equipment necessary for constructing a complete Bus.

D. The Contractor shall have full responsibility for supplying all design, construction, materials, parts and equipment required to make the Bus complete and ready for service.

INTERCHANGEABILITY

Base upon approval of a Pilot Bus all Vehicles delivered in the Base Order under this Contract, whether provided by Subcontractor or 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. The City of Albuquerque will consider changes such as product improvements on a case-by-case basis. All such changes shall be processed in accordance with the Changes Section of this document. The Contractor shall not modify any Vehicle approved on the Pilot Bus, including any of the listed Vehicles contained on the Technical Submittal, which was submitted with the Offer, except by Change Order.

MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall be responsible for all materials and workmanship in the construction of the Buses and accessories used, whether the Contractor manufactures the same or purchased from a Subcontractor or supplier. This provision excludes the City of Albuquerque furnished equipment such as tires leased or supplied by the CITY OF ABLUQUERQUE, except in so far as such equipment is damaged by the failure of a

Vehicle for which the Contractor is responsible, or except in so far as the damage to such equipment is caused by the Contractor during the manufacture, testing or repair of the Buses.

SPARE PARTS

The Contractor guarantees the availability of replacement parts for these Buses for at least a 15-year period after the date of final acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with industry standards and the quality assurance provisions of this contract. The Contractor shall provide six (6) electronic format current maintenance manual(s), six (6) electrical schematics in electronic format, four (4) electronic format current parts manual(s), and the number of units purchased plus 20% standard operator's manual(s) as part of this Contract. Five hard copies of each manual must be included. The Contractor is to keep maintenance manuals available for a period of three years after the date of acceptance of the buses procured under this Contract. The Contractor shall also exert its best efforts to keep maintenance manuals, electric schematics, operator manuals, and parts books up-to-date for a period of fifteen (15) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement. Updates, campaigns, and service bulletins are to be provided in an electronic format. The bidder must supply with the bid a complete recommended spare parts list including the current price for each item.

PARTS AVAILABILITY GUARANTY

The Contractor hereby guarantees to provide, within a 72 hour time period 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 10 years after the date of acceptance. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then current published catalog prices.

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

Where the Contractor fails to honor the parts guaranty or parts ordered by the City of Albuquerque are not received within 30 (thirty) days of the agreed upon delivery date, then the Contractor shall provide to City of Albuquerque, within 7 (seven) days of the City of Albuquerque's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the City

of Albuquerque. Contractor's design and manufacturing documentation provided to the City of Albuquerque shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

PRE-PRODUCTION MEETINGS

At least one formal pre-production meeting shall be held to review the specification, and to discuss actual and potential open items. The Contractor and the City of Albuquerque shall schedule the first pre-production meeting not later than two (2) week from the Notice of Award, with respect to Base Order. At least one meeting shall be held at the manufacturer's facility. At the first meeting, the Contractor shall be required to make a formal presentation on their Quality Assurance Organization. The parties shall make their best efforts to resolve all the issues/questions raised at this pre-production meeting, to the City Project Manager's satisfaction, within six (6) weeks from the date of meeting.

At the conclusion of the pre-production meeting, the Contractor shall prepare a completed specification in electronic format, which shall be incorporated by reference into the Contract. The Contractor shall prepare and issue formal minutes for each meeting within two (2) weeks following the meeting or a $50.00 per day fee will be assessed. The primary meeting participants must approve the minutes in writing. Discrepancies noted in the minutes are to be reviewed further and every effort is to be made to resolve the issues. The Project Manager will issue a written confirmation that all major open issues have been satisfactorily resolved.

PRODUCTION CONTINUITY

The City of Albuquerque Bus Series numbers shall be sequential. The City of Albuquerque shall assume risk of loss of the Bus upon acceptance. Prior to this acceptance, the Contractor shall have risk of loss of the Bus, including any damages sustained during the delivery operation. If driven to the City of Albuquerque, drivers shall keep a maintenance log enroute and it shall be delivered to the City of Albuquerque with the Bus.

ACCEPTANCE OF BUS

Upon Contractor's delivery of the Bus at the designated point of delivery, the Bus shall undergo the City of Albuquerque inspection. If the Bus passes the inspection, acceptance of the Bus by the City of Albuquerque shall occur on the fifteenth day after delivery. City of Albuquerque may accept a Bus earlier if the City of Albuquerque provides written notice of early acceptance to the Contractor or places the Bus in revenue service. If the Bus fails the inspection, City of Albuquerque shall provide Contractor with written notice of non-acceptance, which shall be effective until the repair procedures defined in the section entitled Non-Acceptance of Buses, have been carried out and the Bus is re-inspected passes inspection and accepted in a meeting by the City.

NON-ACCEPTANCE OF BUS (ES)

In the event a Bus is rejected, the Contractor, or its designated representative shall perform the repairs after non-acceptance. Contractor may request City of Albuquerque to perform the work subject to full reimbursement by the Contractor. If the City of Albuquerque agrees to perform work, it shall remain the sole obligation of the Contractor to put the Bus into a condition to be accepted by City of Albuquerque, and City of Albuquerque, by performing repairs designated by Contractor, shall take responsibility only for the specific repairs and not for putting the Bus into a condition for acceptance. In the event a Bus is delivered but not accepted after the contractual completion date and if the Contractor does not complete the repairs on a rejected Bus within 10 days subject to liquidated damages provision, the Bus is considered not delivered and liquidated damages shall be assessed for late delivery until repairs are completed and the Bus is resubmitted to the City of Albuquerque for acceptance. A Bus damaged in transit is not subject to liquidated damages if repair cannot be completed within two days.

REPAIRS BY CONTRACTOR

Where a Bus is delivered but not accepted by the City of Albuquerque, the Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. City of Albuquerque may require Contractor to remove the Bus from the City property while repairs are being affected. The Contractor's representatives must diligently pursue repair procedures. City of Albuquerque will not allow any Contractor supplier on its property without coordination by the Contractor nor will the City of Albuquerque coordinate repairs with suppliers. The Contractor and its supplier or Subcontractors shall provide all necessary equipment, tools, supplies, etc. to make the required repairs.

REPAIRS BY CITY OF ALBUQUERQUE

The Contractor, or its designated representative shall perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within 15 days, then the City of Albuquerque's personnel may do the work with reimbursement by the Contractor.

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

2. Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by the City of Albuquerque after non-acceptance of the bus, these parts shall be shipped prepaid to the City of Albuquerque 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 Contractor shall pay the total costs for this action. Request must be in writing within ten (10) days of the repairs being completed or the parts will be disposed of. The City of Albuquerque shall charge the Contractor for all associated disposal costs including administrative costs.

4. Reimbursement for Labor. The City of Albuquerque shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a Per Hour rate of $60.00, plus the cost of towing the bus if such action was necessary.

5. Reimbursement for Parts. The City of Albuquerque 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 25% handling costs.

CONTRACTOR'S DELAY

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

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;

2. The Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and

4. The Contractor makes written request and provides other information to the City of Albuquerque as described in "Notification of Contractor Delay".

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

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

NOTIFICATION OF CONTRACTOR DELAY

Notwithstanding "Contractor's Delay", no extension or adjustment of time shall be granted unless:

1) Written notice of the delay is filed with the City of Albuquerque within five (5) calendar days after the commencement of the delay and;

2) A written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the City of Albuquerque within 5 (five)-calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The City of Albuquerque shall make its determination within five (5) calendar days after receipt of the application.

LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in "Delivery Schedule", except for any excusable delays as provided in "Contractor's Delays", or any extension thereof, the City of Albuquerque will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the City of Albuquerque shall be fixed at $250.00 per calendar day per bus not delivered in substantially as good condition as inspected by the City of Albuquerque at the time released for shipment.

The Contractor hereby agrees to pay the stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the City of Albuquerque and further authorizes the City of Albuquerque to deduct the amount of the damages from money

due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay the City of Albuquerque the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Purchasing Officer.

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

The City of Albuquerque specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with "Termination of Contract". This provision applies also to fleet defects and out of service repairs.

CARGO PREFERENCES

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

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

FLY AMERICA REQUIREMENTS

The Contractor shall comply with 49 U.S.C. 40118 (The "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use US Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless traveled by foreign air carrier is a matter of

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

TITLE

Adequate documents for securing title to each Bus in the City jurisdiction shall be provided to the City at the time of payment to the Contractor for each bus. Following acceptance of each Bus, the Contractor warrants that the title shall pass to the City free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character. The document to secure title shall clearly state that the vehicle meets New Mexico Emissions Standards.

APPROVALS

Any review, acceptance, "no comments" or approval by the City under the Contract shall be construed merely to mean that the City knew of no good reason, at that time, to object thereto. No such review, acceptance, "no comments" or approval shall impose any liability on the City or release or relieve Contractor of sole responsibility for the accurate and complete performance of the Work, including the design, arrangement, construction or satisfactory operation of the Vehicles to meet the requirements specified herein, nor shall it impair any of these Contractor's obligations, or any other duty, obligation or liability imposed on it by this Contract. No certificate by the City Project Manager nor any order by the City for payment of money, nor any payment for, nor acceptance of, the whole or part of the work nor any extension of time, nor any possession or use taken by the City or its employees shall operate as a waiver of any portion of this Contract or of any power herein reserved to the City or of any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other subsequent breach.

QUALITY ASSURANCE

CONTRACTOR'S IN PLANT QUALITY ASSURANCE REQUIREMENTS

The Contractor shall establish and maintain an effective in-plant quality assurance organization. The quality assurance organization shall be a specifically defined organization and shall be directly responsible to the Contractor's upper level management. The organization shall be organized and function according to the procedures contained in the Contractor's ISO 9001 Certification.

A. Authority and Responsibility - The quality assurance organization shall have the authority and responsibility for ensuring reliability, quality control, inspection planning, establishment of the quality control system, acceptance/rejection of materials, and manufactured parts in the production of the transit Buses.

B. Production Control - The quality assurance organization shall exercise quality control over all phases of production from the prototype through manufacture and preparation for delivery. The organization shall also control the quality of supplied parts.

QUALITY ASSURANCE ORGANIZATION

The quality assurance organization shall include the functions set forth in this section.

A. *Records Maintenance:* The quality assurance organization shall maintain and use records and data essential for the effective implementation of its program. These records and data shall be kept current, and shall be available for review by City of Albuquerque's Resident Inspectors, upon request, within 24 hours from the time of request. Inspection and test records for this procurement shall be available for a minimum of 3 years after inspection and testing is completed and the final bus is delivered. Production progress reports shall be submitted weekly to the City of Albuquerque's Project Manager for the City of Albuquerque's review.

B. *Work Instructions:* The quality assurance organization shall verify inspection instructions to ascertain that the manufactured part(s) meets all prescribed requirements.

C. *Corrective Actions:* The quality assurance organization shall detect, report to Project Manager and promptly correct all conditions that resulted or may have resulted in the production of defective transit Buses.

STANDARDS AND FACILITIES

The following standards and facilities shall be included in the quality assurance program:

CONFIGURATION CONTROL

The Contractor shall maintain drawings and documentation, which completely describe a qualified Bus that meets all the requirements of this procurement. The quality assurance organization shall document and certify in writing that each transit Bus is manufactured in accordance with these controlled drawings and documentation.

MEASURING AND TESTING FACILITIES

The Contractor shall provide and maintain the necessary gauges, and measuring and testing devices for use by the quality assurance organization to verify that the Buses conform to all specification requirements. These devices shall be calibrated per the tool manufacturer's requirements, or 30 days prior to start up of production of the Buses for this procurement and shall be re-calibrated as necessary, including as necessary to account for changes. All calibrations shall be conducted using certified measurement standards in accordance with the Bureau of Standards.

PRODUCTION TOOLING

Production jigs, fixtures, tooling masters, templates, patterns, and other devices used in production shall be proven for accuracy at formally established intervals, not to exceed once every 50 Buses, and adjusted, replaced, or repaired as required to maintain quality.

EQUIPMENT USE BY RESIDENT INSPECTORS

The Contractor's gauges, and measuring and testing devices shall be made available at all times for use by the City of Albuquerque's Resident Inspectors to verify that the Buses conform to all specification requirements. The Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy. The City of Albuquerque's Resident Inspectors reserve the right to utilize their own measuring and testing equipment.

SUPPLIER CONTROL

The Contractor shall require that each supplier maintain a quality control program for the services and supplies provided. Where applicable, the Contractor's quality assurance organization shall inspect and test materials provided by suppliers according to ASTM standards or other applicable standards for conformance to specification requirements. Materials, which have been inspected, tested, and approved, shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

MATERIAL INSPECTION

The Contractor shall randomly inspect materials received for use on City of Albuquerque Buses. Written reports shall be made available to the City of Albuquerque Project Manager regarding the results of these specifications.

MANUFACTURING CONTROL

The Contractor shall ensure that all-basic production operations, including processing and fabrication, are performed under controlled conditions. These controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments, if necessary.

FINAL INSPECTION

A system for final inspection and test of completed transit Buses shall be performed by the Contractor's quality assurance organization before submittal for acceptance by the City of Albuquerque's Resident Inspector. The Resident Inspector shall inspect and test the overall quality of each completed Bus. Inspection documentation shall be provided to the City of Albuquerque upon request.

NON-CONFORMING MATERIALS

The quality assurance organization shall monitor the Contractor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition of non-conforming materials as follows:

a) Contractor's part number
b) Item description
c) Product manufacturer's part number
d) Batch or lot-number (if applicable)
e) Defects (if applicable)

Disposition reports, if separate from the inspection report, shall be identifiable with the corresponding inspection report. Controls shall be established to preclude inadvertent use of non-conforming materials.

CORRECTIVE ACTION

Actions shall be taken to correct discrepancies or other conditions that cause any article to be non-conforming 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 non-conforming materials, the City of Albuquerque shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected. Acceptance, rework, or rejection identification shall be visibly attached to inspected materials. Articles rejected as unsuitable or non-conforming shall be plainly identified/ tagged as non-conforming and sorted to prevent installation on the Bus. Articles that become obsolete due to engineering or other changes shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

STATISTICAL TECHNIQUES

Statistical analysis, test, and other quality procedures may be used when appropriate in the quality assurance process. All documentation shall be provided to the City of Albuquerque upon request.

INSPECTION STATUS

A system shall be maintained by the quality assurance organization which identifies the inspection status of components and completed transit buses. Identification may include cards, tags, or other quality control devices.

INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. The City of Albuquerque shall identify specific areas to which the Contractor is expected to closely monitor. The

City of Albuquerque expects the Contractor to incorporate these areas within its inspection system.

INSPECTION STATIONS

Inspection stations shall be located to inspect progressive production of the Bus. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and subassemblies for compliance with the design requirements against applicable standards including, but not limited to:

a) SAE
b) AWS
c) ANSI

Parts shortage lists shall be available at each station. Each station shall have complete and up-to-date engineering processing sheets and drawings for the assembly process performed at that section. In addition, samples of approved and non-approved articles shall be identifiable at applicable stations. Inspection stations shall also be located to inspect and test assemblies, subassemblies, components, parts and materials before they are concealed by subsequent fabrication or assembly operations. These stations shall include, at a minimum, underbody structure completion, body framing completion, body prior to paint preparation, engine installation completion, underbody dress up and completion, final paint touch up, and final road test. All Buses shall be water tested per Technical Specification section.

INSPECTION PERSONNEL

Qualified inspectors shall be used to ensure that all assemblies, subassemblies, components, parts and materials are inspected for conformance with the qualified Bus design. Contractor shall assign a lead Quality Assurance person to the City of Albuquerque contract. If the Contractor has multiple locations, one lead person shall be appointed for each location. The Contractor is not required to assign this person full time to the City of Albuquerque order but is to be coordinator of all quality assurance issues for the order. Because of the magnitude of the City of Albuquerque order, the assigned person(s) must have a minimum of 5 years of experience in quality assurance. At the sole election of the City of Albuquerque, the lead Quality Assurance person(s) shall be required to attend one or more of the Pre-Production meetings.

INSPECTION RECORDS

The inspection personnel shall enter discrepancies in records noted by the Contractor and/or Resident Inspectors during assembly on a record that accompanies the major system, subsystems, component, subassembly, assembly, or Bus from start of assembly through final inspection. Articles that have been reviewed and accepted as approved materials shall be identified. Articles that have been reworked to specified drawings and configurations should not necessarily require special identification.

QUALITY ASSURANCE AUDITS

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the City of Albuquerque.

RESIDENT INSPECTORS

Resident Inspectors who will be identified in a written notice to the Contractor from the City of Albuquerque's Contracting Officer shall represent the City of Albuquerque at the Contractor's plant. The Resident Inspectors shall monitor, in the Contractor's plant, the manufacture of transit Buses built for this procurement. The Senior Resident Inspector or designee shall be authorized to approve the Contractor's pre-delivery acceptance tests, and to release the Buses for delivery. The Senior Resident Inspector or anyone else designated by the City of Albuquerque shall have access to the Contractor's quality assurance files relative to this procurement. These files shall include drawings, material standards, parts lists, inspection processing, and report records of defects, as previously noted. No less than 30 days prior to the beginning of Bus manufacture, the Senior Resident Inspector shall meet with the Contractor's quality assurance manager and/or designated quality assurance lead for the City of Albuquerque order. Both Senior Resident Inspector and Contractor's quality assurance person(s) shall review the Contractor's inspection procedures and checklists. The Senior Resident Inspector will begin monitoring Bus construction activities two weeks prior to start of Bus fabrication. 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.

A. *Inspection Memorandum:* City of Albuquerque's Resident Inspectors will express concerns pertaining to manufacturing issues or contract compliance using Inspection memoranda. The Contractor shall reply to all memos in writing within 24 hours. Contractor responses shall be delivered to the Resident Inspectors office prior to the close of Business the following working day. It is expected that an electronic matrix of all production issues, speed memos and other correspondence will be developed and transmitted via email to expedite process. The City of Albuquerque expects that the Contract Project Manager shall have the ability to directly transmit these materials without going through any other intermediate person.

B. *Inspector Requirements:* The Contractor must provide for the Resident Inspector a reasonable and lockable workspace. This space must include a desk, chair, stationary supplies, copy machine, fax service, postal delivery, access to send and receive E-mail, telephone, express mail service, and other reasonable items necessary to operate an effective and efficient inspection operation.

ACCEPTANCE TESTS

Fully documented tests shall be conducted on each production Bus following manufacture to determine City of Albuquerque's acceptance. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by the City of Albuquerque after the buses have been delivered.

INITIAL ENGINE START-UP

The fuel system shall be filled and pressure tested after installation of the engine in the Bus. The pressure test shall ensure that the fuel system is free of leaks. This requirement shall be verified with the fuel system and lines at working pressure, either by OEM certification or manufacturer test results.

INITIAL LUBRICATION

All assemblies shall be lubricated in accordance with manufacturer recommendations before the Bus is operated on the road. This shall include, but not limited to proper engine oil, transmission fluid, hydraulic system oil levels, and grease applied to all zerk fittings.

PRE-DELIVERY TESTS

The Contractor shall conduct acceptance tests at its plant on each Bus following manufacture completion and before submittal to the City of Albuquerque for "Completed Bus" inspection. Contractor pre-delivery tests shall include visual and measured inspections, as well as testing the total Bus operation. The under floor equipment shall be made 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. The Contractor shall provide a driver for road test, water booths for water test, and personnel equipment and facilities for any other tests the City of Albuquerque requests. Release for delivery of each Bus shall require written authorization of the Senior Resident Inspector or his designee. An executed copy of authorization shall accompany the delivery of each of Bus. The Resident Inspector has the right to witness inspections and testing for all Buses prior to delivery including any additional tests conducted by or on behalf of the Contractor. The Contractor's pre-delivery test shall be scheduled and conducted with sufficient notice so that the Resident Inspectors, who may accept or reject the results of the test, may witness them. The tests shall be conducted and documented in accordance with written test plans, which are to be provided to the City of Albuquerque. Additional tests may be conducted at the Contractor's discretion to ensure that the completed Buses have attained the desired quality and have met the requirements of the technical specifications. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

VISUAL AND MEASUREMENT INSPECTIONS

Visual and measurement inspections shall be conducted with the Bus in a static condition. The purpose of the inspection testing is to verify:

a) Overall dimension and weight requirements
b) Required components are included and ready for operation
c) Components and subsystems functionally operate with the Bus as designed in a static condition.

OVERALL BUS OPERATION

Overall Bus operation shall be evaluated during road tests. The purpose of the road test is to observe and verify the operation of the Bus as a system and to verify the functional operation of the subsystems, which can be operated only while the Bus is in motion. Each Bus shall be driven for a minimum of 35 miles during the road test. Computerized diagnostic printouts showing the performance of each Bus shall be produced and provided to the City of Albuquerque. Observed defects shall be recorded on the test forms. The Bus shall be re-tested when defects are corrected and adjustments made. This process shall continue until defects are no longer detected. Results shall be pass/fail for these Bus operation tests.

PRE-DELIVERY BUS DOCUMENTATION PACKAGE (BDP)

Prior to presenting each Bus for inspection, the Contractor's QA organization shall be responsible for preparing a documentation package for each Bus. When completed and following the City of Albuquerque inspection, the BDP shall be inserted into a manila envelope, which shall be labeled with the City of Albuquerque Bus number on the front of the envelope. This envelope shall be placed into the Bus and shall be presented to the City of Albuquerque upon delivery of the Bus in Albuquerque. At a minimum, each BDP shall contain the following items:

1. Resident Inspector Release form
2. QA Certificate of Completion (signed by Contractor QC representative).
3. Water test Certification.
4. Smoke Test (check engine compartment seals).
5. City of Albuquerque "Completed Bus" Inspection document.
6. Copy of defects noted during City of Albuquerque Completed Bus inspection.
7. List of "Open Items".
8. VIN number (copy of bus data plate).
9. Certificate of Origin.
10. Weight Slip (curb weight).
11. Component Serial Number List - List of serialized components installed on each Bus to include, but not limited to:
    - Engine
    - Transmission
    - Alternator
    - Starter
    - A/C Compressor

Drive Axle
Power Steering Vehicle
Air Compressor
Other serialized components for which the Contractor will require serial numbers for the processing of warranty claims.

Open items may be considered and approved by the City of Albuquerque on a case-by-case basis only prior to bus shipment. They may include material, which is missing, damaged, or non-compliant. The BDP shall be well organized and be contained in a suitable binder clearly showing the City of Albuquerque bus number on the outside. Item number 1 (above) shall be clearly visible and prominent when the BDP is opened.

POST-DELIVERY TESTS

The City of Albuquerque shall conduct acceptance tests on each delivered Bus. These tests shall be completed within 15 days after Bus delivery. The purpose of these tests is to identify defects that have become apparent between the time of Bus release & delivery to the City of Albuquerque. The post-delivery tests shall include visual inspection and Bus operations. Buses, which fail to pass the post-delivery tests, are subject to non-acceptance. The City of Albuquerque shall record details of all defects on the appropriate test forms and shall notify the Contractor of the non-acceptance of each Bus within 5 days after completion of tests. The defects during these tests shall be repaired according to the procedures defined in this Contract. A Contractor's representative shall be present during post-delivery test days.

POST-DELIVERY 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 damage shall be identified and recorded during the post-delivery inspection of each Bus.

A. *Bus Operation:* The road tests for total Bus operation are similar to those conducted at the Contractor's plant. Operational deficiencies of each Bus shall be identified and recorded and shall be resolved as provided in this Contract.

B. *Oil Drain*: If required by the OEM manufacturer, Buses that are driven from the Manufacturing site to the City of Albuquerque shall have engine and transmission oils and all filters, including fuel filters, changed by Contractor prior to acceptance by the City of Albuquerque.

TECHNICAL SUPPORT REQUIREMENTS

SERVICE REPRESENTATIVE (S)

The Offeror shall submit with the Bid a list containing the name, address, and telephone number of the representatives responsible for assisting the City of Albuquerque, as well as the location for off-site repair and maintenance of the Buses to be supplied. The Contractor shall, at its own expense, provide a dedicated City of Albuquerque service representative. The requirement for this individual shall be basis from delivery of the first Bus and until one full year after the acceptance of the last Bus.

City of Albuquerque shall provide office space and telephone at only one location. The individual shall report to the City of Albuquerque's designated Project Manager.

ENGINEERS

The Contractor shall, at its own expense, have a competent engineer available on request (telephone, e-mail, radio, or on site) to assist the City of Albuquerque'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 the Warranty Provisions. During the Pre-Production Meetings, the Contractor shall provide copies of contracts or some other acceptance evidence of compliance with this requirement.

WARRANTY

GENERAL PROVISIONS

Except where longer periods of warranty are specified, the Contractor warrants all Buses furnished under this Contract, including all equipment and materials, and all labor performed, shall be in full accordance with the Contract requirements, and shall be fit for their intended purpose, and shall be free of all defects in the design, materials, and workmanship after each bus is placed into revenue service or after final acceptance under the Contract, whichever occurs first. The warranty shall apply regardless whether or not the equipment, materials or labor were furnished or performed by the Contractor or by any of its Subcontractors or suppliers of any tier.

Upon receipt of written notice from the City of Albuquerque of any failure or defect ("Defect") in any such design, materials, or workmanship, the Contractor shall diligently perform all work necessary to determine the cause thereof, and the time necessary to remedy the Defect, and shall propose in writing to the City of Albuquerque how and in what manner it will remedy the Defect. If the City of Albuquerque determines that the proposal complies with the terms of the Contract, it shall authorize Contractor to proceed to redesign, repair, replace the defective or failed Vehicle within the agreed time period.

In determining the cause of the Defect, the Contractor shall perform such investigations and tests as the City of Albuquerque may require to determine the cause, and to verify that such redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such investigation, redesign, repair, and replacement and testing, including, but not limited to, the removal, replacement, and reinstallation of equipment and materials necessary to gain access to defective Vehicles, shall be borne by the Contractor.

Should the Contractor fail to promptly make the necessary investigation, redesign, repair, replacement, and test, the City of Albuquerque may perform or cause to be performed the same at the Contractor's expense. The Contractor warrants such redesigned, repaired, or replaced Vehicles against defective design, materials, and workmanship for the remainder of the warranty period of two years from and after the date of acceptance of the redesigned, repaired or replaced Vehicle thereof, whichever occurs later. Subject to the approval of the City of Albuquerque, Contractor personnel

may use City of Albuquerque facilities and special equipment to perform warranty work, provided that such work does not interfere with other City of Albuquerque activities, and is performed in accordance with City of Albuquerque policies and directions. City of Albuquerque will designate which facilities and special equipment may be used, and the schedule thereof. Contractor shall reimburse City of Albuquerque for any extraordinary expenses to City of Albuquerque arising from Contractor's use of City of Albuquerque facilities and special equipment.

If the City of Albuquerque in its sole discretion determines that its facilities or special equipment cannot be made available, Contractor shall be responsible for obtaining its own facilities and special equipment at Contractor's cost in accordance with the specification. Damages to City of Albuquerque property caused by Contractor or its Subcontractors or suppliers, shall be the sole responsibility of the Contractor, and shall be corrected at the Contractor's expense. If the Contractor performs work without WEM being present and the City of Albuquerque incurs costs associated with the violation of collective bargaining agreements, the Contractor may be required to reimburse the City of Albuquerque all such costs and a 25% penalty.

The Contractor shall be liable for the satisfaction and full performance of the warranties as set forth herein. It must be understood by all that the City of Albuquerque will expect all warranty repairs are coordinated by, and the responsibility of the prime Contractor, also referred to as the Offeror.

A. *Buses*: The Contractor warrants each Bus against any Defects for one year or 100,000 miles after the Bus is placed into revenue.

B. *Vehicle Warranties:* The Contractor warrants specific Vehicles against Defects for the time or mileage, whichever occurs first, as noted in the table provided.
The Emission Control System includes, but is not limited to the following components:
Electronic Controls
Complete Exhaust System including Catalytic Converter (if required) and Flex Pipe
Turbo Charger
Charge Air Cooler
Fuel Control Equipment
Closed Crankcase Ventilation

C. *Spare Parts:* The Contractor warrants each spare part furnished under the Contract against Defects for one year after the part is installed on the Bus.

D. *Warranty Replacement Vehicles:* The Contractor warrants each Vehicle under this warranty for the remainder of the warranty on the part replaced or for one year after the replacement vehicle is installed, whichever occurs later.

E. *Other Warranties or Guarantees:* All warranties and guarantees of Subcontractors, suppliers of any tier and manufacturers, whether express or

implied, are deemed to be made for the benefit of the City of Albuquerque regardless of whether stated as such, and Contractor shall enforce such warranties and guarantees for the benefit of the City of Albuquerque. Prior to the receipt of the Pilot Bus or prior to the delivery of the first production Bus, Contractor shall provide a copy of each written warranty for each Subcontractor, supplier or manufacturer that offers warranty attachments.

F. *Serial Number*: Upon delivery of each Bus, Contractor shall provide a complete electronic list of serialized Vehicles installed on each Bus to include, but not limited to:
Engine
Transmission
Alternator
Starter
A/C Compressor and Condenser/Evaporator Vehicle
Drive Axle
Power Steering Vehicle
Wheel Chair Lift

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by City of Albuquerque.

G. *Exceptions to Warranty:* If a Defect was caused by City of Albuquerque as a result of City of Albuquerque's misuse, negligence or accident, or a Vehicle was repaired or altered in any way by the City of Albuquerque so as to effect adversely its performance or reliability ("City of Albuquerque Caused Defect"), the warranty shall not apply to any such part or component to the extent that it is determined that a Defect was a City of Albuquerque caused Defect. However, Contractor must demonstrate by adequate proof that City of Albuquerque did not make repairs in accordance with the Contractor's then current maintenance manuals, which had been supplied to the City of Albuquerque by Contractor, or the workmanship was not in accordance with recognized standards of the industry. If not so demonstrated, such a failure shall not be a City of Albuquerque Caused Defect. The warranty shall not apply to tires, filters, seat cushions, or to items furnished by the City of Albuquerque, except insofar as such item is damaged by a Defect in a Vehicle for which the Contractor is responsible, or the Defect is due to defective design, manufacture or workmanship of the tires, filters or seat cushions. Vehicles not indicated as exceptions to warranty provisions in this section shall be warranted (such as belts, lights, hoses). All warranties hereunder are deemed and acknowledged to explicitly extend to the future performance of the Vehicle warranted. The rights and remedies provided for herein are cumulative, and shall not be exclusive and are in addition to any other rights and remedies provided by law, whether in Contractor tort, or under this Contract. Contractor is deemed and acknowledged to be a merchant with respect to all Buses, Vehicles and replacement parts

furnished pursuant hereto, and the City of Albuquerque is acknowledged not to be a merchant with respect thereto. Unless subsequently revoked in writing by the Contracting Officer, the authority of the Contracting Officer herein with respect to warranty and Fleet Defect matters is hereby delegated to the City of Albuquerque Reliability Program Management.

DEFECTS

A. *Detection of Defects:* If the City of Albuquerque detects a Defect within a warranty period as defined herein, it shall notify the Contractor's Representative in writing ("Notice of Defect"). The Contractor shall make available and provide the City of Albuquerque with the telephone number of a fax machine to receive faxes 24 hour per day 7 days per week, including all weekend and holidays.

B. *Contractor Response*: Within 24 hours, after receipt of a fax or other written Notice of Defect from the City of Albuquerque, the Contractor's Representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the Vehicle is inspected by the Contractor's Representative or is removed from the Bus and examined at the City of Albuquerque's property or at the Contractor's plant. At that time Contractor will provide City of Albuquerque with its analysis of the Defect, and the parties will attempt to resolve the status of warranty coverage of the Vehicle. Notwithstanding any time necessary for Contractor to analyze and resolve warranty status, if the Contractor has not commenced redesign, repair or replacement, or provided all parts and services needed to the City of Albuquerque to enable the City of Albuquerque to commence repairs, per the Section entitled Repairs by the City of Albuquerque, within 48 hours after Contractor's receipt of the Notice of Defect, the City of Albuquerque reserves the right to perform the required repairs without further notice to Contractor and to be reimbursed for all associated warrantable costs.

LIQUIDATED DAMAGES FOR BREACH OF WARRANTY

If Contractor does not commence warranty work on a Bus or Vehicle thereof within 48 hours after its receipt of Notice of Defect, and does not complete the cure of the Defect within 96 hours after such Notice of Defect causing a Bus to be out of service for repairs, the Contractor, in addition to all warranty services and costs thereof, shall pay to the City of Albuquerque as liquidated damages $150.00 per day per Bus to compensate the City of Albuquerque for time lost from revenue service, for the total period that the Bus is out of service. Liquidated damages provided for this section do not include any other costs or damages suffered by the City of Albuquerque arising from any reason other than time lost from revenue service (e.g. warranty investigation, replacement parts or costs of repair). If, at any time during the warranty period, 50% or more of the Bus Fleet is out of service for any combination of warrantable reasons or Fleet Defects, the Contractor shall pay to the City of Albuquerque as liquidated damages $250.00 per day per Bus for the total period that the Buses are out of service, including initial 48 hour periods. If monies are or become due and owing, or shall

become due and owing, from the City of Albuquerque to the Contractor, the liquidated damages provided for hereunder and any other damages or costs incurred by the City of Albuquerque (for categories not covered by liquidated damages), and payable to the City of Albuquerque shall be deducted therefrom.

SCOPE OF WARRANTY PROVISIONS

The Contractor shall correct Fleet Defects under the warranty provisions in the Section entitled Fleet Defect Status, at the Contractor's sole cost. After correcting the Fleet Defect, the Contractor shall promptly undertake and complete, at the Contractor's sole cost, a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other Buses purchased under this contract including those for which the individual Bus or Vehicle warranty has already expired. The work program shall include inspection and redesign, repair or replacement of the defective Vehicles in all of the Buses delivered or to be delivered under this Contract. The warranty on Vehicles arising from Defects determined to be Fleet Defects shall apply to the entire fleet of Buses delivered or to be delivered under this Contract, and as to Buses previously accepted by City of Albuquerque shall commence on the date remediation and correction by the Contractor is completed on the entire fleet accepted up to that date ("Correction Date"). The period of the warranty shall be greater of a) the full period of the entire original warranty on the defective vehicle or b) two years from the Correction Date.

WARRANTY REPAIRS

A. *Repairs by Contractor*: The Contractor or its designated representative shall perform warranty covered repairs that the City of Albuquerque determines in its sole discretion are beyond the scope of the City of Albuquerque's capabilities or available resources. Typically, the City of Albuquerque will require the Contractor to make all repairs which will require four (4) labor hours or more or which will interfere with City of Albuquerque business. However, the Contractor may be required to make all repairs. This is strictly at the discretion of the City of Albuquerque. Repairs that the City of Albuquerque determines in its sole discretion are within the City of Albuquerque's capabilities or available resources may be performed by the City of Albuquerque. If the City of Albuquerque requires the Contractor to perform warranty-covered repairs in addition to the requirements of the Scope of Warranty Provisions, the Contractor shall:

a) Begin the work necessary to make repairs within 48 hours and

b) Complete the work within 96 hours after receiving Notice of Defect from the City of Albuquerque. The City of Albuquerque shall, as required, make the Bus or Vehicle (disassembled at Contractor's expense) available to complete repairs in a timely manner in coordination with the Contractor's repair schedule. Time extensions may be granted at the sole discretion of

the City of Albuquerque. The Contractor shall secure a "service center" outside of City of Albuquerque property for the repair of Defects. The service center shall have the ability to perform all necessary repairs including, and not limited to a complete change of any Vehicle. The City of Albuquerque may, at its option, visit Contractor's repair site to monitor and review repairs on City of Albuquerque Buses. The Contractor shall provide at its own expense all spare parts, tools, and special equipment required to complete repairs. At the City of Albuquerque's option, the Contractor may be required to remove the Vehicle, including the entire Bus, from the City of Albuquerque's property to the Contractor's service center while repairs are being affected. The Contractor must diligently pursue repair procedures. The Contractor shall assume all liability for damage to the Bus or any Vehicle from the time the Vehicle is released from the City of Albuquerque custody until it is returned to the City of Albuquerque custody. The Contractor shall provide a written failure analysis within 45 days of completion of repair of each Defect, and shall provide the data to the City of Albuquerque.

B. *Repairs by the City of Albuquerque:* If the City of Albuquerque decides in its sole discretion to perform warranty-covered repairs, it shall make such repairs using Contractor specified Vehicles supplied by the Contractor specifically for this repair. Warranty claims for repairs covered by this warranty shall be submitted by the City of Albuquerque to the Contractor for reimbursement and/or replacement of Vehicles used in effecting repairs on a regular basis. Contractor shall pay the City of Albuquerque's Labor Rate ($60.00 per hour), including any required overtime, at the time of the incident for all City of Albuquerque labor required to make the repair.

C. *Contractor Supplied Vehicles:* The City of Albuquerque may request the Contractor to supply new Vehicles for warranty covered repairs being performed by the City of Albuquerque within seven work days. These Vehicles shall be shipped prepaid to the City of Albuquerque from any source selected by the Contractor. Replacement Vehicles shall be shipped directly to the Warranty Processing Center (WPC) located at 601 Yale SE, Albuquerque, New Mexico 87106. Shipments shall be coordinated with the City of Albuquerque's Warranty Processing Center.

D. *Defective Vehicle Return:* The Contractor may request that defective Vehicles covered by the warranty may be returned to the manufacturing plant. The total cost for this action, including, but not limited to labor, packaging and shipping, shall be paid by the Contractor. Vehicles shall be returned in accordance with Contractor's instructions at Contractor's cost.

WARRANTY REIMBURSEMENT

The Contractor shall reimburse the City of Albuquerque for all costs associated with performing warranty work. Reimbursement shall be sent to:

City of Albuquerque Transit Department
Warranty Processing Center
601 Yale Boulevard SE
Albuquerque, New Mexico 87106

A. *Reimbursement for Labor:* The Contractor shall reimburse the City of Albuquerque for all labor associated with the diagnosis and making of repairs. The labor amount shall be determined by multiplying the number of labor hours actually required to diagnose and make the repair by the City of Albuquerque Labor Rate ($60.00 per hour). Contractor shall also pay the cost of towing the Bus if such action is necessary. The diagnostic time shall be capped at a maximum of 2 hours, except in the case of electrical problems or failure of the on-bus diagnostic system in which case the actual time incurred shall be compensated, or if the maintenance manual calls for more time. Should the Contractor request the City of Albuquerque to transport Buses to a vendor/Subcontractor for repairs, the Contractor shall reimburse the City of Albuquerque for all expenses incurred including, but not limited to, labor, fuel and towing. Also, the Contractor shall assume all liability for damage from the time the Bus is released from the City of Albuquerque custody until it is returned to the City of Albuquerque custody. Reimbursement to the City of Albuquerque's option may be in form of credits for future purchases.

B. *Reimbursement for Defective Vehicles and Parts:* The Contractor shall reimburse the City of Albuquerque for Defective Vehicles and for additional parts (i.e. gaskets, etc.) that must be replaced to make a repair. The reimbursement shall be at the price indicated on the Contractor's master price list at the time of repair, and shall include taxes, where applicable, plus 25% handling charge for items in City of Albuquerque stock which must be used for warranty repairs. The 25% handling charge shall be waived if a replacement Vehicle or additional part is delivered to the City of Albuquerque Warranty Processing Center within 24 hours of written notification to the Contractor of the Defect. Reimbursement to the City of Albuquerque shall be in cash/check or, at City of Albuquerque's option, may be in the form of credits for future purchases. Contractor shall supply City of Albuquerque with necessary price books and parts manuals to assist in the proper completion of claim forms.

C. *In Service Bus Delay, Change or a Bus Cancellation:* In addition to liquidated damages provided for in section entitled Liquidated Damages for Breach of Warranty, a Defect requiring an in service Bus change or delay or a Bus cancellation will be charged at $150.00 per event in addition to lost revenue and

any other damages or costs assessed under this Contract other than for the cost of the in service Bus change covered by this subsection.

D. *Replacement or Repaired Part Warranty:* If any Vehicle is repaired, rebuilt or replaced by the Contractor or by the City of Albuquerque's personnel pursuant to this Contract, the Vehicle shall have the un-expired warranty period of the original Vehicle, or minimum of one year after the repair is accepted by the City of Albuquerque, whichever is greater.

FLEET DEFECT STATUS

A Fleet Defect is defined as the failure of any Lowest Level Replaceable Vehicle (LLRU), in 50% of the Bus Fleet covered by this Contract from the time the first Bus is accepted until the expiration of the warranty applicable to that Vehicle on the last Bus accepted by the City of Albuquerque in the Bus Fleet. The "Bus Fleet" shall consist of the number of Buses accepted by the City of Albuquerque at the time of any notice to Contractor of a Fleet Defect, but not less than 50% of the base order. For the purposes of Fleet Defects, each Option Orders shall be created as a separate Bus Fleet. In addition should there be a change in a major component within either base order or an Option Order, the Buses containing that new major component shall become a separate Bus Fleet for the purposes of Fleet Defect. The Contractor as its sole cost shall furnish, install and replace Fleet Defect Vehicles in up to 100 percent of the Bus Fleet, including those Buses yet to be delivered and Buses for which warranty has already expired, with new or rebuilt Vehicles of improved design. New Buses yet to be delivered or accepted shall contain new Vehicles of improved design. Improved design Vehicles shall meet or exceed all performance requirements. All LLRU is defined as the minimum Vehicle that must be removed from a Bus to affect a repair. (Example: If an engine bearing must be replaced, the engine must be removed to replace the bearing, therefore the LLRU is the engine). In the example given, it's not the City of Albuquerque's intention to require the replacement of an entire engine for a Fleet Defect. The intention is for the Contractor to perform necessary modifications to improve reliability of the LLRU (in this case, the engine) to the required level. Contractor shall update, as necessary, technical support information (parts, service, and operator's manuals) due to changes resulting from warranty repairs. This must be accomplished in a 30-day time frame. A Defect in design resulting in a safety hazard shall immediately upon discovery be deemed to be a Fleet Defect and the Contractor, at its sole cost, shall furnish, install and replace all defective Vehicles. The Fleet Defect provisions shall not apply to Fleet Defects caused by City of Albuquerque's non-compliance with the Contractor's minimum recommended normal preventative maintenance practices and procedures as contained in then current maintenance manuals supplied by Contractor to City of Albuquerque; provided, however, the Contractor, if any denial of Fleet Defect status must demonstrate by adequate proof that City of Albuquerque did not comply, and if adequate proof is not provided the Fleet Defect provisions shall apply.

SPECIFICATION INTENTIONS WITH RESPECT TO FLEET DEFECTS

With respect to Fleet Defects, the City of Albuquerque has the following intentions on various parts:

1. *Different Part Numbers-Non Interchangeable Parts:* The quantity of failed parts required to reach Fleet Defect status for non-interchangeable parts will be based on the quantity of parts of the specific part number of the part that has failed.

2. *Different Part Numbers/Interchangeable Parts:* The quantity of failed parts required to reach Fleet Defect status for interchangeable parts will be based on the total quantity of different part numbers.

3. *Same Part Number:* The quantity of failed parts required to reach Fleet Defect status for identical part numbers will be based on the quantity of the specific parts failed for that part number. In the event that an item reaches Fleet Defect status and the Contractor questions that it's an actual Fleet Defect, the Contractor may present its findings, in writing, to the City of Albuquerque Project Manager who may use its discretion to determine the validity of the issue and the parties will jointly work to resolve the issues to improve the reliability of the Buses.

4. A Fleet Defect is defined as 20% of the delivered fleet.

WARRANTY CLAIM SUBMITTAL

Warranty claim forms shall be prepared by and submitted by the City of Albuquerque, and shall maintain the following information:

1. Identification Data:
   Warranty repair claim number
   Bus number
   In-service bus mileage
   In-service date
   Repair date
   Claim date
   Failure description

2. Vehicle and Part Information:
   Quantity
   Vehicle or Part number
   Vehicle or Part description
   Serial number(s)

3. Corrective action taken:
   Labor hours

The Contractor shall respond to the warranty claim with an accept/reject decision within 30 days of City of Albuquerque's submission to the Contractor in writing of the warranty claim. The accept/reject decision shall contain failure analysis of the failed Vehicle and a factual analysis containing the reasons for any rejection.

WARRANTY PROVISION CHART

ITEM	PERIOD	UTILIZATION	PRICE
Complete Bus Superstructure	One (1) years	100,000 miles	Included
Engine	Five (5) years	300,000 miles	Included
Transmission	Three (3) year	100,000 miles	Included
Air Conditioning	Three (3) years	100,000 miles	Included
Lift Labor	One (1) year	Unlimited	Included
Lift Parts	Five (5) years	Unlimited	Included
Flooring, paint, etc	Two (2) years		Included
Complete unit	One (1) year	100,000 miles	Included

TRAINING AND INSTRUCTION

The Contractor shall have one or more qualified instructors who shall be available at the City of Albuquerque between the hours of 7:00 a.m. and 5:00 p.m. during the period immediately after acceptance of the Pilot Bus. Contractor provided Instructor(s) shall conduct regular and "train the trainer" type classes, for various size groups, to advise City of Albuquerque trainers and mechanics on the proper operation and maintenance of equipment. The Contractor shall provide 1000 Instructor classroom hours with the Base Bus Order. The City of Albuquerque shall approve the proposed trainers and their qualifications, proposed subjects and scheduling of the classes conducted by the Contractor. Training shall be provided at the City of Albuquerque discretion throughout the warranty period and for up to two years after the base (2 year) warranty.

TRAINING CURRICULUM

The Contractor shall develop and submit a training curriculum subject to City of Albuquerque approval. The curriculum will be discussed during Pre-Production meetings and submitted to the City of Albuquerque no later than 30 days prior to delivery of the first bus. The curriculum shall be designed specifically for the City of Albuquerque Bus order and shall incorporate all special equipment ordered on the Buses. The hours and location of all training is to be approved by the City of Albuquerque prior to the training.

THE FOLLOWING TRAINING HOURS ARE TO BE PROVIDED

Engine	-	100
Transmission	-	100
HVAC System	-	75
Electronic Controls and Sub-systems	-	96
Special Equipment	-	120
ABS Brake System	-	48
Steering and Suspension	-	24
Pneumatic System	-	24
Passenger Door/Wheelchair system	-	48
Maintenance Bus Orientation	-	48
Operator Bus Orientation	-	24
Wheelchair tie down system	-	60
Additional hours of training to be determined by the City of Albuquerque	-	233

TEACHING MATERIALS

The Contractor shall provide to the City of Albuquerque Maintenance Department visual and other teaching materials as needed during classroom instruction. Teaching materials shall be subject to City of Albuquerque approval. Typical teaching materials include items such as; printed technical literature, service training and operating manuals, slides, CD-ROM presentations, overhead presentations, student manuals, etc. All materials used in the training program will be retained by the City of Albuquerque. All training must be “performance based”.

TRAINING AIDS

As a part of the price for the Base Bus order, the Contractor shall supply special training aids for use by the City of Albuquerque training staff. These aids are to be provided at no cost to the City of Albuquerque. The Special Training aids are to be provided as early as possible but not later than the delivery date for the first production bus. Failure to deliver the Special Training Aids may delay the acceptance of the first production Bus.

MATERIAL SAMPLES

The Contractor shall provide the City of Albuquerque with a "Sample Board" with actual samples of the various interior materials included in the Section entitled Approved Colors, Materials and Products. The Sample Board will include, at a minimum samples (approximately 6" square each) of: passenger seat fabric, ceiling panel, side wall panel, floor, operator's barrier, modesty panels, and any other prominent interior material which defines the Bus interior color scheme. In addition, a separate Sample Board shall be prepared to include hardware samples including but not limited to clips and other hardware identified in the first Pre-Production meeting. The Sample Boards will be submitted and reviewed no later than the conclusion of the pre-production meetings.

IN PROCESS AND AS-BUILT DRAWINGS

The Contractor shall, no later than 30 days prior to commencing production, supply the City of Albuquerque with scale drawings which illustrate interior and exterior body assembly features such as; passenger assist layouts, seat placement, wheelchair access and movement to parking places, passenger door and window dimensions, and operator's area controls, wheelchair tie downs, and seat placement. Electrical and air schematics shall also be provided. In addition, the Contractor shall provide a high level description of the electronic functionality of the Bus. This document shall indicate how all of the various electronic systems work. Drawings shall also be supplied in electronic format as approved by the City of Albuquerque. Contractor shall update these specific drawing to conform to "as-built". Conforming drawings shall be delivered to the City of Albuquerque within 60 days after final Bus delivery. Without exception, all technical information, drawings, nameplates, etc. shall be written in the English language. For all means of communications, i.e., letter, cables, telephone conversations, meetings, etc., the English language shall be used. The English System of vehicles shall be used in connection with this Contract.

SPECIAL SERVICES EQUIPMENT

Bus manufacturer to provide any and all special equipment. A minimum of one each diagnostic and /or programming tool shall be provided for all electronic equipment. Please identify in your response the special equipment to be supplied.

The Contractor shall provide complete sets of such Special Service Equipment and/or software plus any additional tools identified by the OEM manufacturer required to diagnose, calibrate, or remove-and-replace, all equipment provided with this Bus order.

Because of technological changes which may occur prior to and during the actual production of the Buses, the City of Albuquerque reserves the right to issue Change Orders for updated diagnostic equipment, tools and software, and other Special Service Equipment at any time prior to Contract closeout. For each Bus Order, the Contractor shall provide detailed information regarding Diagnostic Tools and Equipment listed below. Bidders shall provide such currently available equipment and/or software.

Exterior:

- 50 - Bus mfg. to provide any and all special equipment to remove body panels, windows, access panels

Interior:

- 50 - Bus mfg. to provide any and all special equipment to remove body panels, windows, access panels
- Bus manufacturer to provide any and all special equipment. A minimum of one each diagnostic and /or programming tool shall be provided for all electronic equipment.

City of Albuquerque Required Options

Option Group	Description
Front Suspension	Brake Chamber - MGM type 24
Front Suspension	Ride Height - 14 1/2"
Front Suspension	Shock absorbers
Front Suspension	Sheppard steering box frame mounted
Front Suspension	Haldex auto slack adjusters
Front Suspension	Bendix type 20 front brake chambers
Front Suspension	Never seize on all suspension bolts
Rear Suspension	Haldex auto slack adjusters
Rear Suspension	Flange drive shaft connection
Rear Suspension	MGM 30 center and Rear brake chambers
Rear Suspension	Never seize on all suspension bolts
Wheels	Tire size - 275/70 x R22.5
Wheels	Goodyear tires supplied by City of Albuquerque
Wheels	All tires balanced
Steering	Lines - stainless steel tubing
Steering	FC300 hoses with steel fittings in engine compartment and at steering box
Steering	Dextron III fluid
Power Plant	Fast idle 1000 rpm
Power Plant	Delco Alternator- 50DN 24-volt belt driven
Power Plant	Bendix Tru Flo 750 compressor
Power Plant	5 speed Allison B500R
Power Plant	Donaldson air cleaner with restriction indicator
Power Plant	45 degree exhaust pipe outlet upper Rear LH
Power Plant	Stainless steel exhaust system
Power Plant	Rear panel, engine oil press, and water temperature
Power Plant	Retarder - brake
Power Plant	Belt guards
Power Plant	Foot on brake to enable shift when in neutral

Power Plant	FC300 hose with steel fittings
Power Plant	Morse speed (throttle) control
Power Plant	Low oil pressure sensor in addition to DDEC
Power Plant	Hot engine sensor in addition to DDEC
Starter	Delco MT40 or equal
Cooling	Long cross flow radiator, brass tanks, bumped fin, and copper tubes
Cooling	FC-300 hose with steel fittings
Cooling	32" dia., 9 blade fiberglass fan, hydraulically driven Surge tank, 5 gallon stainless steel
Cooling	Ethylene glycol fill
Cooling	Modine remote transmission cooler
Cooling	Constant torque clamps on all connections
Cooling	Steel/rubber p-clips
Cooling	Brass lines to radiator
Cooling	Low coolant sensor in addition to DDEC
Water Filter	Nalcool pre-charged
Fuel	Steel tank (pickled and oiled)
Fuel	Emco Wheaton Pressure fill
Fuel	Orange synflex fuel lines from engine bulkhead to fuel tank
Air	Six (6) ceiling mounted air tanks (8010 cu. on.)
Air	1/4" NPT Rear charge air connector (male)
Air	1/4" NPT front charge air connector (male)
Air	Full front kneeling
Air	Barksdale front leveling valves
Air	Air dryer location – street side behind Rear axle
Air	Rear door interlock
Air	Bendix D2 governor
Air	Color-coded synflex flexible airlines
Air	Compressor discharge line (Teflon 2807)
Air	ABS Braking - Wabco system
Air	Bendix AD9 air dryer with heated spitter valve
Air	Pull to apply parking brake
Air	Emergency release (separate tank)
Battery	2 x 8D batteries (SAE J537)
Battery	Disconnect switch located in engine compartment above REB.
Battery	Slide-out acid resistant stainless steel tray with stainless steel rollers
Battery	Positive cable with red head shrink on cable end only
Battery	Equalizer - 100 amp Ventron
Battery	3/8" pos., 3/8" neg. post size
Battery	Removable fiberglass liner
Exterior Lights	Top - Bottom Arrangement - red, red, white
Exterior Lights	LED Center brake light 4"
Exterior Lights	Rear license plate light
Exterior Lights	Stop lights on with retarder
Exterior Lights	Stop lights come on with park brake
Exterior Lights	Lower entrance and exit curb lights (ADA requirement)
Exterior Lights	Reflectors - screw on

Exterior Lights	Tail lights - Trucklite LED
Exterior Lights	LED lights wherever possible.
Exterior Lights	LED marker clearance lights (SR445)
Exterior Lights	Fog light in high beam for bike rack
Exterior Lights	Warning light kneel/ramp - LED amber with Sonalert
Interior Lights	Driver's light, fixed, on ceiling above driver
Interior Lights	5-12 cp engine compartment lights
Interior Lights	Interior step lights
Interior Lights	Doorway header lights
Interior Lights	Passenger Lighting - First light on each side to go off when front door is closed
Interior Lights	Passenger Lighting - Transmatic L20 240-volt lights
Interior Lights	Blue shields first two banks each side
Passenger Signal	Vertical cords on all mullions
Passenger Signal	"Stop Request" white on red ceiling mounted
Passenger Signal	One electronic chime with 2 distinctive sounds above driver's window
Passenger Signal	One electronic chime at the exit door in the rear section of the coach
Passenger Signal	Touch tape under flip- up seats
Regulator	Delco 50VR regulator, 24 volt
Electrical	Programmable logic control electrical system 5/03 processor
Electrical	12/24 volt split system
Electrical	Manual reset circuit breaker (automatic for headlights)
Electrical	Exterior lamp test (depress turn signal switch to test)
Electrical	Rear electrical box on interior above rear window
Electrical	Front electrical box under driver window (interior access)
Electrical	Retarder switch in destination sign compartment
Electrical	Door master switch in destination sign compartment
Electrical	Toggle switch aisle lights 3 positions
Electrical	Toggle switch driver's light
Electrical	Toggle switch fast idle
Electrical	Four-way hazard, longer toggle switch
Console	Switches - water resistant (SR564)
Electrical	Guarded switch stop engine
Electrical	Start push button
Electrical	3 position A/C toggle switch OFF AUTO VENT
Electrical	Weather pack connectors
Electrical	3-position toggle switch speaker INT, BOTH, EXT
Electrical	4 pos. master control knob, ENG STOP/. DAY/RUN/.NITE/RUN. NITE/PARK.
Electrical	Chime cancel toggle switch
Instrument Panels	1+E496 1/2" needle air gauge (3 gauges)
Instrument Panels	Turn signal indication "green" light
Instrument Panels	High beam indicator "blue" light
Instrument Panels	No gen. indicator "red" light
Instrument Panels	Low air indicator "red" light
Instrument Panels	A/C fail indicator "red" light
Instrument Panels	Joint fail indicator "red" light
Instrument Panels	Two stop request indicator "red" lights
Instrument Panels	Hot transmission indicator "red" light

Instrument Panels	Check engine indicator "amber" light
Instrument Panels	Parking brake indicator "red" light
Instrument Panels	Exit door open indicator "red" light
Instrument Panels	Kneel controls - guarded toggle switch
Instrument Panels	Ramp controls - toggle switch
Instrument Panels	Washer/wiper controls
Instrument Panels	Stop request wheelchair pass indicator "amber" light
Instrument Panels	Rotary defroster control OFF-HOT
Instrument Panels	Rotary 4-speed fan OFF, LOW, MED, HI
Instrument Panels	Do not shift " amber" light
Instrument Panels	Dimmer switch
Instrument Panels	Intermittent wiper - rotary switch
Instrument Panels	Low coolant indicator "amber" light
Instrument Panels	Dixon speedometer with odometer
Instrument Panels	Low oil pressure indicator "red" light
Instrument Panels	Hot engine indicator "red" light
Instrument Panels	ABS fail indicator "red" light
Harnesses	S X L wire 18 GA min. double insulated hot stamped
Harnesses	Weather pack connectors
Harnesses	Split convoluted loom
Harnesses	Stainless steel Teflon covered P clips
Harnesses	Wiring for radio with terminals
Harnesses	Farebox wiring no connectors
Cables	Power cables to SAE J1127
Cables	4/0 black starter cable
Cables	Machine crimped ring terminals
Electrical Decals	Rear compartment laminated decal
Paint/Decals	PPG Concept paint Base coat/Clear coat
Paint/Decals	Coach base color- white
Paint/Decals	Inner surface of exterior access door to be base color
Paint/Decals	Antique white interior trim
Paint/Decals	Black front interior
Paint/Decals	Standard corrosion protection system
Paint/Decals	City of Albuquerque decals
Paint/Decals	Paint entire exterior of coach
Paint/Decals	Gloss black paint around windows
Paint/Decals	Roof numbers
Paint/Decals	Fleet numbers 4" interior and exterior
Paint/Decals	Fleet numbers to be decals
Safety	Reflective triangle
Driver Controls rear	E10 brake valve
Driver Controls rear	45-degree brake/accelerator pedal
Driver Controls rear	3-spoke hard plastic 22" black steering wheel
Driver Controls rear	Douglas tilt telescopic column (Model)
Driver Controls rear	Floor mounted turn signal & dimmer switches
Center Joint	Hubner Articulated Joint
Center Joint	Artic gray bellows
Exterior	Fiberglass roof, front and upper Rear
Exterior	Front defroster access door (no props)
Exterior	Primed aluminum (.08") side panels
Exterior	Engine access door with 2 5/16 square key locks and centered handle

Exterior	One lock in open position gas strut on engine door
Exterior	5/16 square key lock on all doors over 1 square foot
Exterior	Gas struts on all access doors over 1 square foot
Exterior	Stainless steel piano hinges on all doors
Exterior	Three vent/roof escape hatches (one over each axle)
Exterior	Wet arm wipers
Exterior	Sprague HP200 air powered wipers
Exterior	5 US gallon washer bottle with air powered pump
Exterior	Lower drivers vent (aluminum)
Exterior	Polyurethane molded fenders
Exterior	Intermittent wipers
Insulate	Styrofoam 1" insulation
Insulate	Rock board insulation in exhaust cavity
Insulate	Urethane foam laminated with a PVC composite sound barrier, retained with perforated aluminum panels
Insulate	Bagged fiberglass in front wheelhouses
Interior	Matte black aluminum ceiling panel over vestibule
Interior	Stainless steel trims on ceiling panels
Interior	Anodized aluminum trim strips on lower side panels
Interior	Driver's area forward of the driver's barrier shall be black
Interior	Removable panel in driver's platform riser
Interior	Fiberglass instrument panel shroud
Interior	2 internal under seat engine access panels with 5/16" square key locks
Interior	Driver's locker in equipment cabinet behind driver
Interior	White melamine ceiling panels
Interior	White melamine mullion panels
Interior	Black padded sun visor (single)
Interior	Entrance door mechanism access door in – aluminum with aluminum hinges
Interior	Fiberglass dropdown PLC access door in Rear end upper bulkhead with S/S hinge in Rear
Interior	Ceiling mounted roof hatch handle
Interior	Lower sidewall panel color per Customer spec Customer
Flooring	Marine grade 3/4" 7 ply plywood
Flooring	Pressure treated 1/2" plywood in ramp cavity
Flooring	Non skid paint underside of ramp
Flooring	Yellow 3/16" ribbed interior step with SS backing
Flooring	Separate yellow nosing with stainless steel backing
Flooring	Separate yellow standee line with stainless steel backing
Flooring	14-gauge stainless steel rear wheel housing
Flooring	Wheelhouse covers – gel-coated fiberglass, color per Customer
Flooring	Full width front splash aprons forward of front wheels
Flooring	3-piece splash apron at rear and center axles
Flooring	Stainless steel cove molding at sidewall in upper Rear section
Flooring	Stainless steel scuff guards on wheelhouse cover
Windows	Guardian LHS & RHS windshields 72% green laminated with shade bands
Windows	Transit Care passenger windows black anodized frame
Windows	1/4" glazing thickness

Windows	Front LHS window fixed no tip
Windows	Side destination sign window no tip, clear top glazing
Windows	Two piece driver's window with interior and exterior handle, 72% green glazing
Windows	Emergency windows to meet FMVSS and CMVSS, 8 windows in lower section
Windows	Full slides rear section, top fixed bottom sliders lower section
Windows	Laminated glazing
Windows	Window liners
Windows	28% Grey Tint (SR565)
Mirrors	6" flat front step well mirror
Mirrors	12" convex Rear step well mirror, stanchion mounted
Mirrors	8" x 8" Exterior curb side mirror
Mirrors	8" x 8" Exterior side mirror
Entrance Door	Vapor slide glide 31.75" between grab rails
Exit Door	Driver controlled
Exit Door	Sensitive edge
Exit Door	Hinged door on emergency release valve
Exit Door	Additional exit door located in front section of coach
Exit Door	Green door authorization light
Exit Door	Top & bottom two-piece glazing
Exit Door	Glazing to match side windows
Seating	Seat Model – American Seating #6468 or Irwin Seating #i299
Seating	Cantilever seats in lower section, pedestal seats in raised
Seating	VR50 inserts and CR inserts
Seat/Restraint	Two wheelchair tie downs positions
Seat/Restraint	Q'Straint or Irwin iQ securement system
Seating	Rear bench 1-3-1 hinged
Seat/Stan	1/4" black solid melamine driver's barrier, mounted on wheelhouse
Seat/Stan	Adhesive back emergency exit instruction plates
Seat/Stan	Farebox stanchion black padded GFI Censibill version 7
Seat/Stan	Modesty panels aft of exit door to have lexan upper panel
Seating	Rear modesty panels - leather grained aluminum
HVAC	2- EG&G Rotron seal less brush less booster pumps
HVAC	60,000 BTU driver defrosters – cable controlled
HVAC	Permanent magnet driver defroster
HVAC	of mount Carrier A/C unit, 100% recalculated air (24 volt) on front section
HVAC	Roof mount TK A/C unit, 100 % recalculated air (24volt) on Rear section
HVAC	Intelligaire
HVAC	R22 refrigerant
HVAC	Belt driven compressor
HVAC	Aurora drivers booster fan
HVAC	Steel/rubber p-clips
HVAC	Breeze hose clamps
HVAC	Rear mount Condenser (24 volt)

W/C Ramp	30.5" wide hydraulic wheelchair ramp at front door with non-skid surface
W/C Ramp	Skid plate at front mechanism
W/C Ramp	Brake interlocks applied when ramp is deployed
CUSTOMER Options	S&A hub odometer
CUSTOMER Options	Grote back-up
CUSTOMER Options	One dash fan
CUSTOMER Options	Two fire detectors in engine compartment (diesel bus only)
CUSTOMER Options	Antenna mounting provision (incl. 12" ground plane and 3/4" conduit)
CUSTOMER Options	Aluminum radio box on street side wheelhouse
CUSTOMER Options	Radio wiring
CUSTOMER Options	Sportsworks 3 position Bike rack

The following pages are for reference and establish a level of quality, structure, and safety the City of Albuquerque desires in a Transit Bus.

These items are listed to allow for an "EQUAL" to be substituted with prior approval and meeting the Provisions of this request.

Technical Summary For: SR-972 ALBUQUERQUE 11 X DE60LF

Revision: C

Technical page OR Equal

Option	Description	Value Description (blank means unset)
100-002a	COACH LENGTH	Model - 60' low floor coach.
100-002b	HYBRID SYSTEMS	(C),Hybrid system - Allison with battery cooling set-up from the HVAC system.
100-002d	STRUCTURAL MATERIAL	(B),Structural material - carbon steel.
201-005	BUMPERS	(C),Bumpers - front and rear Romeo Rim Help 'S' black 3 piece, rear anti-ride feature, front has non-slip coating on surface.
201-015	TOW EYE,FRONT	(B),Front tow eyes - basic set-up incorporated in chassis.
203-005	AXLE,FRONT,MFR	(B),Front axle - M.A.N. V8-65L, GAWR 14,770 lbs., hub mount, grease seals, Haldex automatic slack adjusters, Bendix Type 20 brake chambers.
203-005d	SECUREMENT OF BRAKE LININGS	(B),Brake linings are secured by rivets.
203-010	POWER STEERING UNIT	(S),Steering box - Sheppard M110, power assisted, frame mounted, gear ratio 23:1.
203-011	SHOCK ABSORBERS,FRONT	(A),Front shock absorbers - Koni, quantity 2.
203-011a	RIDE HEIGHT	(A),Ride Height - 15 1/2" (305 tires only).
203-011b	NEVER SEIZE	(S),Never Seize - on all suspension bolts.
203-050	FRT AXLE AND WHEEL SPLASH APRONS	(B),Front axle and wheel splash aprons - basic, full width just forward of axle and wheels.
204-005d	REAR AXLE GEAR OIL	(B),Rear axle gear oil - petroleum based.
204-005e	CENTER AXLE,MFR.(ARTICS)	(B),Center axle - M.A.N. HONG 1100-01, GAWR 24,250 lbs., hub mount, oil seals, Haldex automatic slack adjusters, Maxi Type 30 brake chambers.
204-010d	SHOCK ABSORBERS,REAR	(A),Rear shock absorbers - Koni, quantity = 4.
204-070	REAR AXLE DRAIN PLUGS	(B),Drain plug - external magnetic hex head.
204-140	RR AXLE AND WHEEL SPLASH APRONS	(B),Rear axle and wheel splash aprons - basic, three pieces behind the axle and wheels. Note: for 60', basic includes two pieces behind center wheels.
205-005	TIRES	(B),Tires - customer supplied 305/70R/22.5.
205-010a	WHEELS	(A),Wheels - Accuride. 22.5" x 8.25" steel, primed white.
205-010e	WHEEL BALANCING	(S),Wheel balancing - all wheels.
209-005	POWER STEERING LINES	(S)-Stainless steel with Swagelock fittings
209-005a	POWER STEERING HOSES	(B),Power steering hoses - FC300 @ steering box and FC510 in engine compartment.
209-010	POWER STEERING PUMP	(C),Power steering pump - Luk power steering pump for Caterpillar C9 engines. Direct drive from air compressor.
209-020	DIAGNOSTIC FTGS,POWER STEERING	(A)-Fittings at steering box
219-001	ENGINE	(C),Engine - Caterpillar C9, diesel, t-drive.

S=Standard, B=Base, A=Available, C=Custom

8/25/2004

Option	Description	Value Description (blank means unset)
219-005d	ENGINE HORSEPOWER/TORQUE	(N),330 Hp 1150 lbs ft torque
219-005e	ENGINE FAST IDLE	(S)-Fast Engine Idle-Set at 1000 RPM
219-005f	DIESEL FUEL TYPE	(C),Diesel fuel type - set engine to run on ultra low sulphur diesel.
219-005g	ROAD SPEED	(B),Road speed - top road speed is governed.
219-005h	ENGINE AIR COMPRESSOR	(C),Engine air compressor - Bendix BA-921 for Caterpillar C9 engines.
219-005i	STARTER,ELECTRIC	(C),Electric starter - not required for hybrid diesel electric or coaches with air start.
219-005j	ALTERNATOR	(C),Alternator - Niehoff C703 alternator, 24 volt, belt driven. Used with Neihoff regulator.
219-005k	ENGINE OIL DIPSTICK	(A),Engine oil dipstick - static oil level indicator.
219-005m	FLUID FILL TAGS (ENGINE & TRANS)	(C),Fluid fill ID tags - for engine and transmission dipsticks.
219-005q	BELT GUARD	(C),POWER PLANT-Belt Guards-Provided with hinges.
219-005w	CATERPILLAR C9 FUEL FILTER	(B),Caterpillar C9 fuel filter - Racor 490R30.
219-010	TRANSMISSION/HYBRID DRIVE	(C),Hybrid drive - Allison EV50 (for use with 330HP range engines).
219-010a	TRANSMISSION,LIMP BACK FEATURE	(C)-Transmission-Limp Back Feature is not required.
219-010b	SHIFTING	(S)-Transmission Shifting-foot on brake enables shift when in neutral
219-010q	TRANSMISSION FLUID	(C),Transmission fluid - synthetic.
219-010r	TRANSMISSION COOLER HOSES	(S)-Transmission- FC300 hoses are used for the transmission cooler application.
219-025	AIR CLEANER	(B)-Air Cleaner by Nelson-with remote air restriction indicator/not re-usable
219-025a	AIR FILTER MINDER LOCATION	(B),Air filter minder gauge - located at curbside rear corner pillar.
219-030	CLAMPING @ EXHAUST / MUFFLER TUBES	(B),Clamping at exhaust tubes and muffler - basic band clamp.
219-035	EXHAUST SYSTEM	(C),Exhaust system - Arvin Meritor with DPM (diesel particulate matter) filter for Caterpillar C9.
219-035a	EXHAUST-TAIL PIPE ORIENTATION	(C),Tail pipe orientation - Pipe has 60 degree curvature,pointing to the back.
219-035g	CATERPILLAR C9 EXHAUST BLANKETS	(B),Caterpillar C9 exhaust blankets - mandatory.
219-045	ENGINE SWITCH BOX-BASIC	(S),Engine switch box - basic configuration: run control, start switch and engine compartment light switch.
219-045e	ENG.SWITCH BOX-WATERPROOF TOGGLES	(C),Waterproof toggles at engine switch box - required.
219-045f	ENG.SWITCH BOX-MORSE SPEED CTRL	(A),Morse speed control at engine switch box - required (controls engine RPM).

Option#	Description	Value Description (blank means unset)
219-050	ENGINE COMP'T GAUGES-BASIC	(S),Basic engine compartment gauges - engine oil pressure and water temperature (mechanical read).
219-090a	P/CLIPS,ENGINE COMPT & HVAC	(B),P-clips, engine compartment and HVAC - UMPCO 775 SST with high temperature boxed silicon cushion provided to secure air and fluid lines to bus structure.
219-195	OIL SAMPLING/PROBALIZER FITTINGS	(A),Engine oil sampling - using probalizer fittings.
231-005	RADIATOR,CAC,OIL COOLER	(A),Radiator, CAC, oil cooler - For HYBRIDS only, mfr: Young Touchstone. Includes: radiator, charge air cooler, oil cooler.
231-005a	SPECIAL RADIATOR DRAIN VALVE	(C),Radiator drain valve - brass hex head plug.
231-005d	FAN-RADIATOR	(B),Radiator fan blade - 34" diameter, 9 blade fan for hydraulic drive (used for coaches with high capacity cooling system).
231-005e	FAN MOTOR PRESSURE SETTING	(B),Fan motor pressure setting is 2300 PSI.
231-005g	HYDRAULIC FAN MOTOR	(C),Hydraulic fan motor - Sundstrand (Sauer Danfoss) 38cc with 4 bolt flange. Must be used with the Permco/Luk pump.
231-010	PUMP,FAN DRIVE	(C),Fan drive pump - Sauer Danfoss variable displacement pump with electric valve. Set up for Caterpillar C9.
231-010a	HOSE TYPE,ENGINE COMPARTMENT	(B),Engine compartment hoses - FC300. Exception, Parker 77C at fan drive.
231-020	SURGE TANK	(S)-Surge Tank-5 US Gal Stainless Steel
231-020d	SURGE TANK SIGHT GLASS	Graduated sight glass (glass material).
231-040	COOLANT TUBES	(B)-Coolant Tubes-Brass
231-055a	HYDR.FLUID RESERVOIR SIGHT GLASS	(C),Hydraulic fluid sight glass material - glass.
231-055b	FAN DRIVE RESERVOIR,DRAIN	(B),Drain, fan drive reservoir - magnetic plug.
231-055d	HYDRAULIC FLUID RESERVOIR	(B),Hydraulic reservoir - steel.
231-056	HYDRAULIC FILL DECAL	(C)-Hydraulic fill decal, property specific
231-070	HYDRAULIC/POWER STRG SYST FLUID	(B),Hydraulic/power steering system fluid - Dexron III, mineral based.
231-075	COOLANT FLUID/ANTIFREEZE	(B),Coolant fluid / antifreeze - 50/50 pre-mixed distilled water with ethylene glycol with Nalcool anti-corrosion additive.
231-085	TRANSMISSION OIL COOLER	(C),Hybrid drive hydraulic oil cooler.
234-005	WATER FILTER	(C),Water filter - for Caterpillar C9 set-up, with non-precharge filter element, with 1/4 turn brass ball valves.
241-005	DIESEL FUEL TANKS	(A),Diesel fuel tanks - stainless steel tank (ANSI 304), 14 guage.
241-005a	CAPACITY & FILL TYPE, DIESEL TKS	(B),Diesel fuel tank - EMCO Wheaton, single tank, 125 US gallons (112 useable with pressure fill rate of 40 GPM).
241-005d	FILLER CAP,DIESEL	(C),Diesel fuel fill cap - posisnap flip type.

Option	Description	Value Description (blank means unset)
241-005e	FUEL FILL WHISTLE LOCATION	(B),Diesel fuel fill whistle location - basic, at streetside, routed to open area rear of tank.
241-005f	FUEL LEVEL LIGHT,DIESEL	(A)-Diesel Fuel level indicator lamp @ Instrument Panel
241-010	FUEL HOSES,DIESEL	(B)-FUEL HOSES DIESEL-FC300 in Engine Compartment
241-010a	FUEL LINES,DIESEL	(S),Diesel fuel lines - orange synflex from fuel tank to bulkhead.
246-001	AIR LINE-COMPRESSOR DISCHARGE	(S)-Air Line Compressor Discharge Line is TEFLON 2807 Stainless Steel Braided Hose
246-005	AIR TANKS	(B)-D60LF air tank install. mounted inceiling,6 tanks:Wet, Rear brakes, Center brakes, Front brakes, 2 Accessory tanks.
246-015	KNEELING	(B)-KNEELING, Full Front & Right Rear, NOTE: Must have for rear ramp coaches, must also have for US coaches with 305 tires
246-015a	LEVELING VALVES	(B)-Barksdale Leveling Valve
246-020	ENTR/EXIT DOOR INTERLOCK	(B),Exit door interlock - applied to exit door only (foot on brake to release interlock), applied via PLC programming.
246-040a	PARK BRAKE PRESSURE SETTING	(B),Park Brake Light is activated @ 60 psi. Standard setting.
246-060	AIR DRYER	(B),Air dryer - Bendix AD9.
246-060a	AIR DRYER LOCATION	(S),Air dryer location - behind the streetside rear wheelhouse, on the bulkhead. This is the standard location.
246-060d	AIR DRYER VOLTAGE	(B), 12 volt powered Air Dryer.
246-065	PARK BRAKE ACTUATION	(A),Park brake actuation - "Pull to Apply".
246-065A	PARK/EMERG BRAKE CTRL LOCATION	(B),Park brake control location - on a tower between driver's seat and side console.
246-100	GOVERNOR	(B),Governor - Bendix D2.
246-100b	GOVERNOR LOCATION	(C),Governor location - on engine compartment bulkhead below fusebox. (Caterpillar C9 set-up).
246-105	REAR AIR CHARGE FTG LOCATION	(B)-Rear Air Charge Fitting Location: Right Hand Side Rear of Coach, Mounted 22" High from Engine Structure Strut, with Standard Mounting Bracket
246-105a	REAR AIR CHARGE CONNECTOR	(S)-Rear Air Charge Connector, 1/4" NPT Fitting, Male
246-115	AIR TANK DRAIN VALVES	(B),Air tank drain valves - manual.
246-120	FRONT TOW CONNECTORS	(S),Front tow connectors - 1/4" NPT, male air fitting. Basic provision. Can be replaced, after build, with customer specified fittings (see option 246-125).
246-120a	FRONT TOW CONNECTOR ARRANGEMENT	(B)-Frt Tow Connectors-Location-Location at Center Front Below Bumper.
246-130	FLEXIBLE AIR LINES	(S)-Flexible Air Line Hose-SYNFLEX-Color Coded. GREEN-Rear Service Brakes, Supplies, RED-Front Service Brakes, BROWN-Parking Brake, BLACK-Accessories & Brake Hose, YELLOW-Compressor & Governor

Option	Description	Value Description (blank means unset)
246-225	ABS	(S)-ABS,WABCO- ABS Braking System.
246-230	ABS-TRACTION CONTROL	(C),Traction control - WABCO automatic traction control system, used in addtion to ABS to reduce drive wheel overspin. Comes with deep mud and snow feature.
260-005	BATTERY TYPE	(C),Batteries - four maintenance free DELCO 1150 batteries (3/8 & 3/8 posts).
260-010	BATTERY TRAY	(B),Battery tray - slide out battery acid resistant stainless steel tray. With stainless steel rollers and rubber isolation mounts.
260-010a	PROTECTIVE RUBBER,BATT.ACC.DR.	(S),Batteries - protective rubber is applied to the battery access door. (exception - screened doors.)
260-020	CABLES-BATTERY	(S)-Red Heat Shrink on 24V Positive cable end, and Light blue Heat Shrink on 12V Positive Cable End of Battery
260-020a	FUSEBOX,LAYOUT/BATT. CONN.DECALS	(C),Fuse box layout and battery connection decals - required.
260-025	BATTERY DISCONNECT SWITCH,POSITIVE	(S)-Battery Disconnect switch, located in engine compartment, curbside near top of electrical box, quick access through flip open door. This disconnect switch cuts out connection of POSITIVE Terminal on battery
260-030	EQUALIZER	(C)-Battery Voltage Equalizer-VANNER @ 100 amps
260-035	JUMP START,MANUFACTURER	(C),Jumpstart - Whitaker connector.
260-035a	JUMP START CABLE CONNECTIONS	(B),Jumpstart cable connections - the positive cable is connected to the 24 volt terminal of the battery disconnect switch, the negative cable to the basic ground point.
260-035b	JUMP START LOCATION	(B),Jumpstart location - near the battery disconnect switch, accessible via the batt. disc. sw. access door.
260-050	BATTERY TRAY COVER	(B),Battery cover - full single piece fiberglass cover.
260-700a	SHROUD & ENCL,HYBRID ROOF RACK	(B),Hybrid system roof rack shroud and enclosure - fiberglass. Safe-t-walk is provided.
269-001	P.A. SYSTEM AMPLIFIER	(N),P.A. amplifier system - Included in the AVA system by Digital Recorders
269-005	INTERIOR SPEAKERS	(C),Interior speakers - Basic GFI(Mobilpage) with plastic grill, Phillips screw w/aluminum insert mounted.
269-010	EXTERNAL SPEAKERS	(A),External speaker - at basic location above front door. Comes with baffled cover.
269-015a	P.A.SYSTEM-MICROPHONE	(C),P.A. microphone - Transit Audio Goosneck, no switch.
273-005	HEADLIGHTS	(B)-Headlights are Sealed Beam with Chrome Bezel
273-010	TAIL LIGHTS MFR (RED AND/OR AMBER)	(C),Tail lights - 7" Dialight LED, offered in red or amber.
273-010a	BACK UP LIGHT MFR (WHITE)	(B)-4" TruckLite, Backup White LED, Grommet Mounted.
273-010d	4 TAIL LIGHT ARRANGEMENT	(B),4 tail light arrangement from top to bottom - red(stop/tail), amber, red(stop/tail), white.
273-010f	STOP LIGHTS ON WITH RETARDER	(C),Stop light activation by retarder - NOT required.

Option	Description	Value Description (blank means unset)
273-010g	STOP LIGHTS ON W/PARK OR INTERLOCK	(B),Stop lights - activate when park brake or interlock are engaged.
273-015a	CTR STOP AND/OR DECEL LIGHTS,MFR	(C),Center stop and/or deceleration lights mfr/type - Dialight LED.
273-015e	CTR STOP,DECEL LITES,RR AC/HTR DR	(N),PER MRL,1X4"RED LED TOP CTR, 2XAMBER OVAL LED ON EITHER SIDE OF RED, 2X4" AMBER LED LWR DR ON EITHER SIDE OF R/ROUTE
273-020	FRONT TURN SIGNALS	(C),Front turn signals - Trucklite oval with LED.
273-020a	SIDE TURN SIGNALS	(N),See MRL,Fore&AFT of all Wheelhouses
273-025	WRNG LIGHTS @ ENTR-KNLG & RAMP	(B),Warning lights @ entrance - a single amber light is provided to signal the kneeling of the coach and/or the deployment of the ramp. Comes with sonalert.
273-025a	WRNG LIGHTS @ EXIT,KNLG & RAMP	(B),Warning lamps @ exit - amber warning lamp for right hand side kneeling.
273-025b	WARNING LAMPS TYPE,KNLG & W/CHR	(B),Warning lamp - Trucklite LED, to signal either kneeling or ramp deployment.
273-035	MARKER/CLEARANCE LIGHTS	(C)-Marker & Clearance Light-DIALIGHT LED,all around- without guards.
273-040	REFLECTORS	(B),Reflectors - self-adhesive decal. Installed at NFIL basic locations.
273-045	REAR LICENSE PLATE LIGHT	(C),Rear license plate light - Trucklite clear LED.
273-050a	SHUTOFF,LAMPS ENTRANCE AREA	(B),Shut-off for entrance area lamps (interior and/or exterior) - signal provided through PLC program, the lamps shut off when the door closes.
273-055a	TIMED SHUTOFF,LAMPS EXIT AREA	(S),Timed shut-off for exit area lamps (interior and/or exterior) - provided through PLC program, set at 5 seconds after door closes.
273-060	CURB LIGHTS-ENTRANCE	(B)-Curbside Entrance Lights with Replaceable Bulb, ADA Requirement
273-065	EXIT CURB LIGHTS	(A),Exit curb lights - sealed beam, flush mounted. ADA requirement.
277-005	PASSENGER LIGHTING	(B)-Transmatic Model L20 Passenger Lights, 24Volt Strip Lighting
277-005a	PASSENGER LIGHTING,BALLASTS	(B),Passenger lighting ballasts - Standard ballasts. First bank of lights on each side turn ON when front door is opened and turn OFF when door is closed.
277-010	PASSENGER LIGHTS,TINTED SHIELDING	(C),Tinted shielding for passenger lights - blue, for second bank only on each side.
277-020	DRIVER'S LIGHT	(B)-Driver's Light-One dome overhead light-Clear
277-030	ENGINE COMPARTMENT LIGHTS	(B),Engine compartment lights - 5 x 12 CP with replaceable bulbs.
277-035	INTERIOR STEPWELL LIGHT	(B)-Stepwell light flush mounted Sealed Beam (For steps going to rear of coach)
277-040	DOOR HEADER LIGHTS	(S),Interior header lights - standard provision at the entrance and, if applicable, the exit door locations.
277-070a	SERVICE LITE,RR PLC COMPT	(S),Service lights,rear PLC compartment - provided.

Option	Description	Value Description (blank means unset)
277-080	ARTIC JOINT AREA LIGHTS	(C),Artic joint area lights - flourescent lights provided, only two aft facing.
280-005	PASSENGER SIGNALS-PULLCORDS	(C),Passenger signals,Pullcords-Clear with (9) vertical pullcords in lower & upper section. Used for 60' coaches only,secured by Tiller Type Clamps. Customer Specific.
280-005a	PASSENGER SIGNALS-CHIMES	(B),Passenger signal chimes - one electronic chime @ front above driver. Chime has single tone which sounds once for regular activation, twice for wheelchair positions.
280-015	PASS SIGNAL @ WHEELCHAIR POSITIONS	(A),Passenger signals at wheelchair positions - push buttons.
280-025	PUSH BUTTON SIGNAL @ EXIT	(C)-Push Button Signal Exit, mounted on Stanchion just forward of Exits.
284-005	ELECTRONIC CONTROL CENTER	(C),Electronic control center - Vansco multiplex system.
284-005a	SOFTWARE	(C),Software - VMM software for Vansco multiplex system.
284-005d	PLC PANEL LOCATIONS	(B),PLC panel locations - at top of rear bulkhead, under driver's window, in exit door mechanism box (except if no door), behind instrument panel. If 60', there is one at entrance door.
284-005e	SWITCHES	(B)-Switch Types are Water Resistant Design
284-005f	CIRCUIT BREAKERS	(B),Circuit breakers - Vansco set-up, manual reset. Headlights are protected VMM outputs.
284-005g	SIDE CONSOLE SWITCH REQUIREMENTS	(S)-Side Console Switch Requirements as per Panel Questionnaire
284-005h	EXTERIOR LAMP TEST	(B),Exterior lamp test - to test depress turn signal.
284-005k	AUDIBLE SOUND,TURN SGNL/HAZARDS	(A),Hazard warning - Vansco or PLC systems, with audible sound produced by clicker.
284-005n	LAMP TEST-DASH LIGHTS	(C)-Lamp Test-Dash Lights
284-005r	DIMMABLE DRIVER'S LIGHT	(C)-Manual Dimmable Driver's Light, Property Specific
284-005w	SYSTEM VOLTAGE	(S)-System Voltage, Primary 24VDC, Secondary 12VDC
284-005y	HAZARD WARNING LIGHTS	(B),Lights, hazard warning - front, side and rear lights flash for hazard warning.
286-010	INSTRUMENT PANEL LAYOUT	(S)-Panel Layout as per Panel Questionnaire
286-010a	INSTR.PNL,ENGINE WATER TEMP.GAUGE	(C),Engine water temperature gauge - Forester.
286-010b	INSTR.PANEL MATL & LAMPS	(B),Instrument panel - acrylic material with LED lamps.
286-010e	SHIFT SELECT LOCATION	(B),Shift Select Box located on Instrument panel
286-010f	LOW OIL PR.INDICATOR @ DASH	(C),Low oil pressure indicator - an optional low oil pressure indicator light is required at the instrument panel.
286-010g	AIR AUX.GAUGE @ INSTR.PANEL	(C),Air auxiliary gauge at instrument panel - required.
286-035	SPEEDOMETER	(C),Speedometer - J1939/1587 compliant, measuring in miles. Includes digital display odometer with following possible functions: engine/tranmission fault codes, trip odomoter 1 & 2, hourmeter.
286-055	DOOR MASTER SWITCH	(B),Door master switch - installed in destination sign compartment.
286-055a	RETARDER SWITCH @ DRIVER'S AREA	(N),RETARDER SWITCH INSTALLED WITHIN REAR PLC ENCLOSURE

Option	Description	Value Description (blank means unset)
286-065	SILENT ALARM	(A),Silent alarm - Allen Bradley button switch. Has two contacts: one normally open and one normally closed.
286-065a	SILENT ALARM SW. LOCATION	(A),Silent alarm switch location - at the upper LH corner of the vertical face of the side console.
286-070	DIAGNOSTIC PLUG LOCATION	(N),9 CIRCUIT CONNECTOR MOUNTED ON LIGHT CLOSEOUT PANEL OVER C/S LUGG RACK
292-001	HARNESSES,WIRING	(S),Wiring - minimum SXL 18 gauge. Hot stamped ID every 6".
292-001a	HARNESSES,CONNECTORS	(S),Connectors - Weatherpack connectors used are minimum SXL 18 gauge, double insulated hot stamped.
292-001b	HARNESSES,LOOM	(B),Loom - Non-conductive flexible split convoluted loom. Maintains double electrical insulation requirements.
292-001d	HARNESSES,RADIO WIRING	(B),Radio wiring - provided with the appropriate terminals.
292-001e	FAREBOX WIRING	(C),Farebox wiring - 12 volt, installed with connector dependant on type of farebox. If there is no farebox, the connector is as per customer spec.
292-001h	HARNESSES - P/CLIPS	(B),UMPCO 775 SST p/clips with High temperature Boxed Silicon cushion provided as Standard equipment, Securing harnesses to bus structure
292-001m	ENGINE COMPT GROUND POINTS	(B),Engine compartment ground points - NFIL basic set-up, below fusebox and behind engine switch box.
294-001	POWER CABLES	(S)-POWER CABLE-SAE J1127 Compliant
294-001b	POWER CABLES-TERMINALS	(S)-Terminals are machine Crimped Ring
296-005	WIRING DECAL,REAR PLC	(B),Rear PLC wiring decal - laminated decal located in rear PLC compartment. Standard provision for PLC.
304-001	PAINT SCHEME,NUMBER OF COLOURS	(A),Paint scheme, number of colours - three (clearcoat counts as a unique colour).
304-005	EXTERIOR PAINT	(B),Exterior paint - PPG Delta High Solids and/or Concept (dependent on Production constraints), with direct gloss,entire exterior of coach including rear crown and roof panels.
304-005a	EXTERIOR PAINT & STRIPES	(S)-Paint Details as per customer supplied paint scheme
304-005b	PAINT,STEEL WHEELS & HUBS	(C),Paint for steel wheels and hubs - as per customer specified paint scheme.
304-005d	PAINT,HIDDEN PANEL SURFACES	(S),Hidden panel surfaces - not painted.
304-005e	EXT.STRIPES,PAINT OR DECAL	(C),Exterior stripes - non-reflective decals in combination with painted stripes.
304-005f	INTERIOR PAINT - TRIM	(B)-PPG-Antique white for Trim
304-005g	INT.PAINT,FRT AREA(INCL.ENTR.DOOR)	(B),Interior paint, front area including entrance door - PPG flat black.
304-005h	INTERIOR PAINT,EXIT DOOR	(B),Interior paint, exit door - black.
304-005j	EXTERIOR ROOF NUMBER	(C)-Roof Number is a Decal
304-005k	FLEET DECALS - INTERIOR	(C)-Interior Fleet Decals as per customer specification

Option	Description	Value Description (blank means unset)
304-005n	FRONT MASK,PAINT	(B),Front mask - is primed and then painted as per paint scheme.
304-005r	EXT. DECAL APPLICATION	(B),Application of exterior decals - after completed paint process.
304-010	CORROSION PROTECTION	(B),Corrosion protection - grit blasted frame, PPG zinc rich primer, PPG Corashield undercoating, PPG CoraTube sprayed in tubes up to lower window line.
304-015	EXTERIOR DECALS - NFIL LOGOS	[redacted]
304-020	DECALS,NF STANDARD SAFETY RELATED	(C)[redacted] standard safety related decal package - English/Spanish for U.S. customers.
304-025	EXTERIOR WARNING LAMP DECAL	(B),Exterior warning lamp decals - Ramp & Kneeling Decal (red on white,) and an Arrow Decal (red & black on white) provided at wheelchair warning lamps.
304-031	BATTERY DISC.SW. DECAL	(C),Battery disconnect sw. decal - not required per customer request.
304-035	FLEET DECALS - EXTERIOR	(C)-Fleet number decals are non-reflective, sizes and locations as per customer specifications
304-047	DRAIN HOLE SPRINGS	(C),Drain hole springs - springs installed into drain holes to allow customer to reduce dirt build up.
306-005	SAFETY-FIRE EXTINGUISHER	(C),Fire extinguisher - 10 LB ABC class, with gauge, hose and mounting bracket. UL compliant for US customers.
306-005a	FIRE EXTINGUISHER LOCATION	(C),Fire extinguisher location - mounted on curbside luggage rack near and parallel to entrance.
306-010	SAFETY TRIANGLE	(A),Safety triangles - reflective triangle kit 001692.
306-010a	SAFETY TRIANGLE, LOCATION	(C),Safety triangle location - in equipment box on curbside luggage rack, case is secured with Velcro. Specific arrangement as per customer spec/MRL.
350-005	BRAKE VALVES	(B),Brake valve - E-10.
350-005a	BRAKE / ACCELERATOR PEDAL ANGLE	(B)-Brake/Accelerator pedal angle at 45 degrees from pedal to floor
350-005d	HEEL/FOOT REST	(C),Heel/foot rest - required.
350-015	TURN SIGNAL,ETC,SWITCHES	(B),Floor mounted switches on driver's platform - provides basic New Flyer turn signal and dimmer switch arrangement.
350-030	STEERING COLUMN	(S)-Douglas Steering Column with Tilt & Telescopic feature
350-030a	STEERING WHEEL	(C)-Steering Wheel, 3 spoke, 20" diameter hard plastic wheel
350-035	DUAL HORN	(S),Dual horn - provided with splash shield.
405-005	ARTICULATED JOINT	60'(B)-Hubner articulated joint. With grey bellows.
410-280	JACKING PADS	(S),Jacking pads - 5" square, standard provision.
420-010	PANELS - SIDES	(B)-Side exterior Panels constructed of primed Aluminum 0.08" thick, with rivetless installation
420-035	ACCESS DOORS - HINGE	(S)-Access doors to have Stainless Steel Hinges on all doors
420-035a	ACCESS DOORS,STRUTS/PROPS	(B),Access door struts and props - the radiator, battery and side console doors are supported by gas struts.

Option	Description	Value Description (blank means unset)
420-035b	LATCHES,RAD & BATT ACC DOORS	(B),Radiator & battery access door latches - 5/16" square key locks.
420-035d	BATTERIES ACC.DOOR(CURBSIDE)	(B),Curbside engine (battery) access door - solid door with spring-loaded battery disconnect switch access door (10.65" x 11.25").
420-035f	RADIATOR ACCESS DOOR	(B),Streetside engine (radiator) access door - with wavy screen for improved air flow.
420-040	DIESEL FUEL FILL DOOR	(B),Diesel fuel fill door - basic hinged door located forward of the curbside rear wheelhouse.
420-050	ENGINE DOOR,STRUTS	(C),Engine door gas struts - two, both without locking mechanism.
420-050a	ENGINE DOOR - LATCHES	(B)-Engine Door Latches are 2 x 5/16" square key locks. One on each side of door
420-050b	ENGINE DOOR - EXTERIOR HANDLE	(N),2 Handles Required
420-055	CORNER PILLAR MATERIAL	(B)-Corner pillar is constructed of aluminum
420-060	RAIN GUTTER	(A),Rain gutters - 1/4" cross section installed full length above doors and windows. Riveted to the coach.
420-065	ROOF HATCHES / VENTS	(B)-Three Roof Hatches Secured by Safety Cables for 60' articulated coaches.
420-065a	ROOF HATCH INSTRUCTIONS,LANGUAGE	(C),Roof hatch instructions, language - English/Spanish.
420-070	WIPERS	(C),Wipers - electric powered wiper motors, 24 volt. Sprague.
420-070a	WIPERS - TYPE	(A)-Wet Arm Wiper type for windshield wiper cleaning solution
420-070b	WIPERS - INTERMITTENT	(A)-Intermittent Windshield Wipers
420-075	WASHER BOTTLE	(C)-Electric Washer Bottle Pump, comes with 5 US Gal washer bottle. Outside Dimensions: 9"Deep x 15.5"Long x 11.5High".
420-080	DRIVER'S VENT - LOWER	(N),LONG INTERNAL HANDLE
420-105	RAD ROD C/OUT(UNDERFLR),STREETSIDE	(S),Streetside radius rod underfloor closeout - hinged.
420-120	FENDERS	(B)-Fenders are Polyurethane molded, front, centre, and rear
420-120a	FENDERS - FASTENERS	(C)-Fenders are Fastened using Aluminum Fasteners with Monel Inserts
420-125	ACCESS DOOR,UPR REAR HVAC UNIT	(N),UPPER REAR DOOR-ALUMINUM FLAT PANEL WITH 2 POLY HANDLES AND 2 NON-LOCKING GAS STRUTS.
420-135	LOCATION,FRONT LICENSE PLATE	(B),Front license plate location - at the lower center of the defroster access door.
420-135a	RETENTION,FRT LICENSE PLATE	(B),Front license plate retention - 4 inserts.
421-010	Insulation-Sidewall Roof	(B)-1" Ridge Styrofoam Insulation in Sidewalls and Roof

Option	Description	Value Description (blank means unset)
421-010a	Insulation-Front Wheelhouses	(S)-Bagged Fiberglass Insulation in Front Wheelhouses
421-020	Insulation-Exhaust Cavity	(S)-Rockboard Insulation in Exhaust Cavity
421-030	Insulation,Engine Compartment	(B)-Engine Compartment Insulation is Urethane foam laminated with PVC composite sound barrier. Retained by perforated aluminum panels.
421-030	Insulation,Engine Compartment	(N),With double layer of PVC Laminate
422-005	CEILING PNLS,MATERIAL & COLOR	(C),Ceiling panels material and colour - antique white gloss melamine .10 thick.
422-005a	Interior Panels-Ceiling-Trim	(S)-Interior Ceiling Panel Trim is Stainless Steel
422-006	CEILING PANEL ABOVE VESTIBULE	(S),Ceiling panel above vestibule - black matte finished aluminum.
422-010	INT.MULLION PNL MATL & COLOR	(B),Interior mullion (pier) panels melamine colour - antique white gloss .10 thick.
422-015	INT.LOWER SIDEWALL MATL & COLOR	(C),Interior lower sidewall panels material and colour - New Sand gloss melamine .10 thick.
422-015a	INT.LWR SIDEWALL PNL TRIM	(S),Interior lower sidewall panel trim - natural anodized aluminum.
422-020	DASH INSTRUMENT PANEL SHROUD	(S),Dash instrument panel shroud - material is constructed of fiberglass.
422-025	INTERIOR ENGINE ACCESS PANELS	(S),Interior engine access panels - there are two engine access panels under the chesterfield, one horizontal and one vertical.
422-035a	CARPET,UPPER REAR INT PANEL	(C),Upper rear interior bulkhead panel - Holdsworth Crown Heather carpet with 1/2" plywood backing.
422-035d	INT.OF COACH,TAMPERPROOF SCREWS	(C),Interior of coach hardware - all fasteners aft of the exit within reach of passengers within the coach to be tamperproof.
422-035g	REAR PLC ENCL.(NO RR.WINDOW)	(B),Rear PLC enclosure - antique white (thermoplastic).
422-061	DRIVER'S LOCKER / OVERHEAD PANEL	(B),Driver's overhead locker - compartment located over driver's side window.
422-061a	DRIVER'S LOCKER,FASTENERS	(B),Driver's overhead locker fasteners - 1/4 turn knurled knobs.
422-065	DRIVER'S COAT HOOK & STRAP	(A),Driver's coat hook and strap - on rearward face of harness cover @ left of driver.
422-070	SECURE DIAGNOSTIC STATION	(C),Secure diagnostic station - incorp's driver's barrier, includes vertical stanchions, does not include take one holder, aisle light. Uses 5/16" square key quad latches.
422-085	FRT SUNVISOR/ROLLERBLIND	(C),Driver's front sunvisor - two piece folding sunvisor.
422-086	SIDE SUNVISOR/ROLLERBLIND	(A),Driver's side sunvisor - black padded.
422-090	SQUARE KEY "T" HANDLE-LOCATION	(B),"T" handle square key - located at lower left of driver.
422-095	REAR HEAT OR A/C DOOR PROP TYPE	(B),Prop for access door at interior upper rear bulkhead panel - mechanical prop.

Option	Description	Value Description (blank means unset)
422-105	ENTR/EXIT MECH ACC DOORS & HINGES	(S),Entrance and exit (if applicable) mechanism box access doors - at entrance is constructed of aluminum with SST hinge. At exit (if applicable) is a curved fiberglass panel that comes with lighting package and has SST hinges.
422-105a	ENTRANCE MECHANISM BOX-LATCHES	(B)-Interior Entrance mechanism box is 1/4" knurled turn knob latch
422-115	ACCESS PNL,DRVR'S PLATFORM RISER	(B),Access panel, driver's platform riser - removable access panel secured with flat head fasteners.
422-160	GRAB HANDLE NEAR FRONT ROOF HATCH	(A)-Chrome Grab Handle near Front Roof hatch
450-010	FLOORING	(B),Flooring - is 3/4 pressure treated 7 ply plywood (XL ACQ).
450-010a	FLOORING,WHEELCHAIR RAMP CAVITY	(S),Plywood flooring, wheelchair ramp cavity - is 1/2" pressure treated (XL ACQ).
450-013	DRIVESHAFT/DRIVETRAIN ACCESS PNL	(C),Driveshaft/drivetrian access panel - required (through floor above rear axle).
450-025	FLOOR COVERING,TYPE & MFR	(C),Floor covering, type and mfr. - Altro flooring throughout.
450-025b	ALTRO FLOORING,COLOURS	(N),FLOORING COLOUR - ZEPHYR TFM-2207
450-025d	INTERIOR STEP(TO REAR OF COACH)	(A)-Interior Rear Step is same colour and material used on Aisle, nosing is Yellow. Do NOT use for 30' coaches.
450-025e	NOSINGS,ENTRANCE AND EXIT	(A),Nosings, entrance and exit - nosings are Altro, approx. 2.5" wide yellow at the entrance and approx. 2.5" wide yellow at the exit.
450-025f	STANDEE LINE	(B)-FLOORING, Standee Line is Yellow
450-025h	WHEELCHAIR RAMP,SURFACE	(B),Deployed wheelchair ramp surface - painted with non-skid AS-150.
450-025m	REAR SEAT RISER-COVERING MATERIAL	(B)-Rear Seat Riser Flooring is same color and covering material as laid flooring
450-025n	GRIT FLOORING @ JOINT	(A),ALTRO flooring at articulated joint - Zephyr. TFM 2207
450-025p	CTR AXLE HUMP SAFETY LINES	(A),Safety line @ centre axle hump - two yellow flooring safety lines are provided fore and aft of the hump at the centre axle.
450-030	DRIVER'S PLATFORM-COVERING	(N),14 GA.ALUM PLATE COVERED W/AS150
450-045	WHEELHOUSES-REAR	(B)-14 gauge Stainless Steel Wheehouses in Rear
450-050	WHEELHOUSES-FRONT	(B),Front wheelhouse - Fiberglass.
450-055	FRONT WHEELHOUSE COVERS-COLOURS	(C)-Front fiberglass wheelhouse covers are Toast (Mushroom) color
450-075	FLOOR COVE MOLDING	(B)-Cove Molding trim-stainless steel cove molding at sidewall of upper rear floor of coach. Providing a smooth transition between floor and wall.
460-005	WINDSHIELD	(B)-Standard Windshield, Guardian Left and Right Hand Side, 72% green laminated, blue shade band
460-009	MFR,PASSENGER WINDOWS	(B),Passenger window manufacturer - Stormtite.

Option	Description	Value Description (blank means unset)
460-010	PASSENGER WINDOWS,TYPE	(C),Passenger windows - rear of coach: full slide. Front of coach: top fixed, bottom slide.
460-010a,	WINDOW GLAZING	(A),Passenger Window Glazing - 28% light transmittancy grey, laminated.
460-010b	WINDOW LOCKS	(C)-Window Locks on Sliders using Allen Key
460-010d	CURBSIDE DESTINATION SIGN WINDOW	(B),Curbside destination sign window - fixed clear top and fixed bottom. Bottom matches passenger window glazing.
460-010f	DRIVER'S WINDOW HANDLE & LOCK	(C)-Driver's Window with Emergency Escape Feature
460-010g	WINDOW COATINGS & LINERS	(C)-Window Vandal Sheilds on upper deck windows
460-010h	WINDOW EMERGENCY EXITS	(A),Emergency exit windows - 60' coach, seven in lower section to meet FMVSS and CMVSS requirements.
460-010i	WINDOW GLAZING REPLACEMENT	(C),Window glazing replacement for servicing - glazing is replaceable in approximately 3 minutes.
470-005	DEST.SIGNS,MFR,PROGRAMMING	(C) - Twin Vision Destination Sign, 100% LED display system. PCMCIA card programmable. (J1708 compatible)
470-005g	TWIN VISION FRT.DEST.SIGNS	(B) - TWIN VISION 100% LED, front destination sign, 16 x 160.
470-010	FRONT DESTINATION SIGN GLASS	(B)-Front Destination Sign Glass: non-heated, tempered
470-015a	FRONT DESTINATION SIGN DOOR LOCK	(A),Front destination sign door lock - knurled knobs.
470-025b	TWIN VISION CURBSIDE DEST.SIGNS	(C) - Twin Vision 100% LED, 14 x 108 curbside destination sign.
470-026	STREETSIDE DESTINATION SIGN	(C) - 16x48 Matrix Route Sign
470-030	FRONT ROUTE SIGN	(C)-Front Route Sign is Transign 3 curtain Illuminated
470-035	REAR ROUTE SIGN,LOCATION	(B),Rear route sign location - on the rear HVAC door (lower center for non-60' HVAC doors, upper center for 60' HVAC doors).
470-035d	TWIN VISION REAR ROUTE SIGNS	(C) - Twin Vision 100% LED rear route sign.
470-060e	DIGITAL RECORDER AVA SYSTEM	(C),AVA system - Digital Recorder system, installation and features, including GPS and WLAN antennas, cabling, ground plates and all required system components as per customer spec.
470-100	DEST SIGN CONTROL UNIT LOCATION	(B) - Mounting of Destination sign Control Unit is on the "A" pillar with camera system driver control unit.
480-005	MIRROR MFR-DRIVER'S SIDE	(A),Mirror Manufacturer - Lucerix
480-005a	EXTERIOR DRVR'S MIRROR-SIZE/CONFIG	(A),Exterior Driver's Mirror - 8" x 15" 2/1 - Upper portion is flat, smaller lower portion is convex.
480-005b	EXT DRIVER'S MIRROR POWER OPTION	(B),Exterior Driver's Mirror - Manual adjustment, not heated.
480-005e	EXTERIOR MIRROR,LED TURN SIGNAL	(B),Exterior Mirror-LED turn signal is not req'd
480-005g	EXTERIOR DRIVER'S MIRROR,HEIGHT	(B),Exterior driver's mirror, height - Basic location: 40.25" from the bottom of the bus to the centre of the bottom bolt.

Option	Description	Value Description (blank means unset)
480-006	MIRROR MFR-CURB SIDE	(A),Mirror Manufacturer - Lucerix
480-006a	EXTERIOR CURB/S MIRROR-SIZE/CONFIG	(A),Exterior Curb/S Mirror - 8" x 15" 2/1 - Upper portion is flat, smaller lower portion is convex.
480-006b	EXT CURB/S MIRROR POWER OPTION	(A),Exterior Curb/S Mirror - Dual remote control, heated mirror.
480-006f	EXTERIOR CURB/S MIRROR,ARM	(B),Exterior Curb/S mirror,Arm - Basic, Pull back. Mirror Arm is manually returned to it's previously set position after deflection. Can fold for bus wash.
480-006h	EXT C/SIDE MIRROR ARM,FOLDING	(B),Exterior curbside mirror, arm folding - basic, mirror folds back.
480-010	INTERIOR DRIVER'S MIRROR	(C) - 7.5"x16" Interior Driver's Mirror
480-010a	EXIT DOOR MIRROR	(A)-Interior Mirror,Exit Door, ACME 12" Diameter Convex
480-010b	ENTRANCE DOOR SPOT MIRROR	(A),Entrance door spot mirror - ROSCO 6" flat, black finish mirror with offset bracket. Located 28.02" right from centerline of coach.
480-010b	ENTRANCE DOOR SPOT MIRROR	(C),Rosco 7x10 Convex
490-005	ENTRANCE DOOR	(B),Entrance door - Vapor Slide Glide. 34.8" between panels.
490-005a	ENTRANCE DOOR GLAZING	(A)-Entrance Door, glass section is two piece. 2/3 for top section of glass, 1/3 for bottom section of glass. 72% green.
490-005b	ENTR/EXIT FRANG.COVER,LANGUAGE	(C),Entrance/exit door frangible cover(for air dump valve) instructions, language - English and Spanish.
490-005d	ENTR DOOR MECH MICROSWITCH SET-UP	(C)-Solid State Switches on Teeter Plate oriented to face interior of Bus
490-006	ENTRANCE DOOR HANDLES	(A),Entrance door handles - snag-proof, black powder coated.
490-015	ENTRANCE DOOR CONTROLLER	(N),Push Button Style
490-045	ENTRANCE DOOR DUMP VALVE	(B),Entrance door dump valve - basic provision.
490-055	EXTERIOR ENTR DOOR SWITCH	(C),Exterior entrance door switch - installed within box inset above curbside turn signal of front panel. Momentary switch to lock / unlock the entrance door from the exterior.
491-005	EXIT DOOR TYPE	(A),Exit door - wide Vapor Slide Glide, 45.2" between panels. Two exits, one at front and one at rear unit.
491-005a	EXIT DOOR CONTROL	(A)-EXIT DOOR-Controls of door is at Driver's side console
491-005b,	EXIT DOOR ASSISTS, SLIDE GLIDES	(A)-EXIT DOORS-Slide Glide door assist, yellow powdercoated.
491-005n	MICRO-SW SET-UP (SL GLIDES ONLY)	(C) - Solid state switch on teeter plate oriented to face interior of bus.
491-005p	SENSITIVE EDGE,EXIT DOOR	(B),Exit door sensitive edge - sensor on the vertical edge of the door.
491-005r	EXIT FRANGIBLE COVER SECUREMENT	(B),Exit frangible cover securement - magnetic latch.

Option	Description	Value Description (blank means unset)
491-020	EXIT DOOR GREEN LIGHT	(B)-Exit Door Green Light- Incandescent green light assembly indicates exit door is set to open.
491-035	EXIT DOOR GLASS SIZE	(C),Exit door glass size - 2/3 top, 1/3 bottom.
491-035a	EXIT DOOR GLASS TYPE	(C),Exit door glass type - glazing to match sides windows.
526-005	# OF PASSENGER SEATS	(A),Number of passenger seats - 57 (for articulated coach).
526-005a	SEAT MANUFACTURER	(A),Passenger seat manufacturer - American Seating / Otaco.
526-005b	AMERICAN SEATING/OTACO SEATS	(A),Passenger seats - American Seating / Otaco 6468 fiberglass seats. Details as per customer spec.
526-005d	REAR BENCH SEAT	(B),Rear bench seat - 1-3-1 hinged seat.
526-005e	SEAT MOUNTED GRABRAIL	(A),Seat mounted grabrails - stainless steel.
526-005f	SEAT MOUNTING	(B),Seat mounting - the lower area of the coach has cantilever mounted, the upper rear area has pedestal mounted.
526-005g	WHEELCHAIR POSITIONS,QUANTITY	(B),Wheelchair positions - two.
526-005h	W/CHAIR POSITIONS,RESTRAINT SYSTEM	(A),Wheelchair restraint system - American Seating / Otaco, details as per customer specification.
526-006	DRIVER'S SEAT,MANUFACTURER	(C),Driver's seat manufacturer - Bostrom.
526-006d	DRIVER'S SEAT MODELS,BOSTROM	(C),Bostrom driver's seat - Wide Ride.
526-006e	DRVR'S SEAT,AIR LINE QUICK DISCON.	(C),Driver's seat air line quick disconnect - required. Enables seat to be removed without depletion of air system.
526-010	OVERHEAD HORIZONTAL STANCHIONS	(B),Overhead stanchions - All horizontal overhead stanchions are SST, ending just forward of the rear chesterfield seat. Supported by grey cast aluminum hangers and fittings. Set at basic NFIL height dimensions.
526-010d	VERT.STANCHIONS,STREETSIDE FRONT	(C),Vertical stanchions for Secure Diagnostic Station - fore: black powdercoated, aft: SST. (This does not refer to the fore stanchions included in snowball or draft shields.)
526-010e	VERT.STANCHIONS,CURB SIDE FRONT	(B),Vertical stanchions,curbside front - SST.
526-010f	VERT STANCH @EXITS & RR RISER STEP	(B),Vertical stanchions,exits and rear riser steps - SST.
526-010g	VERT STANCH @ RR OF 60' FRT UNIT	(B),Vertical stanchions at rear of articulated front unit - SST.
526-015	MODESTY PANEL,MATERIAL	(B),Modesty panel material - 0.25" thick melamine.
526-015a	MODESTY PANEL,MELAMINE COLOURS	(B),Colour, melamine modesty panels - Sand Gloss.
526-015b	MODESTY PNLS,GAP @ BOTTOM	(C),Gap at bottom of modesty panels - 0.50" gap at both panels.
526-015d	HORIZ.STANCH.@ MODESTY PANELS	(C),Horiz. stanchion @ modesty panels - SST at curbside and streetside.

Option	Description	Value Description (blank means unset)
526-015e	UPPER LEXAN @ CURBSIDE MODESTY PNL	(C),Upper lexan panel at curbside modesty panel - basic width (approx. half of modesty panel), required as optional equipment.
526-025	DRIVER'S BARRIER,MAT'L/TYPE	(B),Driver's barrier - integrated with Secure Diagnostic Center on the LH front wheelhouse.
526-039b	CTR EXIT MODESTY PNL GAP @ BOTTOM	(B),Gap at bottom of center exit modesty panel - 2.50".
526-039e	UPR LEXAN,CTR EXIT MODESTY PNL	(A),Upper lexan panel at center exit modesty panel - required.
526-039f	CENTRE EXIT MODESTY PANEL WIDTH	(B),Width of center exit modesty panel - basic, 31.88" wide.
526-040	UPPER PANEL,FORE OF EXIT	(A),Upper lexan (1/2" thick) barrier, fore of exit - basic width panel (approx. 12"). MUST have for coach with Slide Glide type exit door.
526-050	FAREBOX STANCHION	(B),Farebox stanchion - black powdercoated at dash next to farebox area.
526-055	EMERGENCY INSTRUCTIONS	(B),Emergency instructions - adhesive.
526-055a	EMERGENCY INSTRUCTIONS,LANGUAGE	(C),Language for emergency instructions - English/Spanish.
526-060	LUGGAGE RACKS @ FRT WHEELHOUSES	(C),Front luggage racks - No streetside rack (due to radio box arrangement). Curbside: horiz. SST tube wraps around aft, aisle and fore sides of wheelhouse.
526-060d	AFT.VERT.STANCH.C/SIDE LUGG.RACK	(B),Vert. stanchion, aft of front curbside luggage rack - SST.
526-105	HANDHOLD STRAPS,O/HEAD STANCHIONS	(C),Handhold straps on overhead stanchions - 22 flexible black nylon straps, loose on horizontal stanchions, locations as per customer spec.
549-005a	HVAC SYSTEM,MFR & TYPE	(C),HVAC system manufacturer and type - 60' hybrid coach. Thermo King A/C. Master evaporator/heater at rear coach. Slave unit and condenser on front coach.
549-005b	HVAC ELECTRONICS	(B),HVAC electronics - Thermo King Intelligaire 2, valid for A/C or heater units.
549-005ba	HVAC CONTROL PANELS	(B),HVAC control panel - Thermo King Intelligaire 2 with limited diagnostic capability installed at the HVAC unit.
549-005e	REFRIGERANT	(A),Refrigerant - R-22 Freon
549-005f	HVAC FRESH AIR INTAKE	(B),HVAC fresh air intake - recirculated air only.
549-005h	SAFE-T-WALK,ROOFTOP HVAC	(B),Safe-T-Walk for rooftop HVAC - basic provision, on the roof at each end of the HVAC unit.
549-005k	FLOOR HEATERS	(C),Floor heaters, 60' coach - 5 floor heaters: front unit: 1 MCC @ exit and 2 Vapor 'Whisper 12' heaters fwd of Artic joint, rear unit: 2 MCC htrs (1 @ exit, 1 opposite exit).
549-005n	HVAC UNIT MOTOR TYPE	(C)-HVAC-Brushless motor for primary heating & cooling system
549-005p	DEFROSTER	(C),Defroster - with Litton stepless variable speed 24V motor.
549-005q	DRIVER'S BOOSTER FAN	(C),Driver's booster fan - Aurora driver's overhead booster fan with Rotron brushless motor.
549-005r	MCC FLOOR HTR,CASING & MOTOR	(C),MCC floor heater - casing is powder coated black, motor is Rotron brushless.

Option	Description	Value Description (blank means unset)
549-005s	A/C DRAIN PAN	(A),A/C drain pan provided for rear mounted A/C, heater or condenser units..
549-005v	HVAC SYSTEM VALVES	(C),HVAC system valves - brass ball valves with basic handles.
549-005x	A/C COMPRESSOR	(A),A/C compressor - Thermo King X640.
549-005y	VAPOR'WHISPER 12'HTRS,60'	(C),Vapor "Whisper 12" heaters for 60' coaches - with permanent magnet motors.
549-075	CLAMPS - A/C, HEATER LINES	(B),Breeze clamps - A/C,Heater lines
549-100	AUXILIARY HEATER	(C),Auxiliary heater - Proheat M80, 80,000 BTU/HR (24kw).
549-100b	AUXILIARY HEATER FUEL LINES	(B),Appropriate configuration is selected by NFI Engineers
549-100f	AUXILIARY HEATER AIR FILTER	(C),Auxiliary heater air filter - not required.
549-100g	AUX HTR BYPASS FOR ENGINE	(C),Auxiliary heater by-pass for engine - required to route auxiliary heated coolant to engine when interior of coach is warm.
580-005	WHEELCHAIR RAMP	(B),Wheelchair ramp - at front door only.
580-005d	FRONT RAMP CONTROL	(B),Front ramp control - ramp switch @ driver's intrument panel.
600-010	BACK-UP ALARM	(B),Backup alarm - standard installation.
600-025	INTERIOR FAN(S),MFR	(C),Interior fan(s), manufacturer - Bergstrom, 12 volt.
600-025a	DASH FANS,QTY AND LOCATION	(C),Dash fan(s), quantity and location - two at locations and details as per MRL/spec.
600-030	FIRE DETECTORS	(C),Fire detectors - two in engine compartment, Airpax 450 degree, FM & UL approved.
600-050a	ANTENNAS: UHF/VHF,GPS,ETC.: QTY	(N),Digital recorders
600-055	ANTENNA PROVISION	(C),Per Customer Specification
600-060	FAREBOX PEDESTAL	(C)-C.PPTIONS-FareBox Pedestal manufactured from Stainless Steel
600-060a	FAREBOX PEDESTAL HOLES	(C)-FareBox Mounting Provisions: Holes to accept GFI Connectors. Must have if NFIL installs GFI farebox. Optional if customer installs.
600-061	FAREBOX	(C),Farebox - GFI CENTSaBILL, 41" tall.
600-065	RADIO EQUIP MOUNTING PROVISIONS	(C),Radio equipment mounting provisions - provided within Secure Diagnostic Station on LH front wheelhouse.
600-067	RADIO,COMMUNICATION SYSTEM	(C),Radio, communication system - provisions for system. Installation of UHF antenna, cabling and ground plates, as per customer spec.
600-085	FRONT ELECT,TOW RECEPTACLE	(A),Front towing electric receptacle - Cole Hersee.
600-090	REGISTR/REGUL/LEGAL NOTICE HOLDERS	(C) - A Registration or Regulation or Legal Notice holder is required at customer specified location.

Option	Description	Value Description (blank means unset)
600-155	TRASH CONTAINERS	(C) - Trash container required. Type and location specified by customer.
600-170	GROUND STRAP	(A)-C.OPTIONS-Single Ground Strap (straps that hang off mud-flaps), front of coach
600-265	BICYCLE RACK, MFR	(C)-C.OPTIONS-Bike Rack, Front Mounted. Manufactured by Sportworks. Loading 2 bikes, 200lbs
600-265a	BICYCLE RACK DETAILS	(C)-C.OPTIONS-Bike Rack is black powdercoated, mounted on customer specific pivot. Instruction decals in English/Spanish.
600-280	GFI FAREBOX GROUND STRAP	(C),REQUIRED
600-335	AUTOMATIC PASSENGER COUNTER	(C),Automatic passenger counter system - provisions for sytem. Details as per customer spec/MRL.
600-NEW	NEW OPTION,600 GROUP	(N),TRAFFIC SIGNAL EMITTER REQ'D

470-030	FRONT ROUTE SIGN	(C)-Front Route Sign is Transign 3 curtain Illuminated	E
491-020	EXIT DOOR GREEN LIGHT	(B)-Exit Door Green Light- Incandescent green light assembly indicates exit door is set to open.	E
600-335	AUTOMATIC PASSENGER COUNTER	(C),Automatic passenger counter system - provisions for sytem. Details as per customer spec/MRL.	R
600-NEW	NEW OPTION,600 GROUP	(N),TRAFFIC SIGNAL EMITTER REQ'D	R

Deleted Line Items

277-040a	LITE SHIELDS,INT.DOOR HEADER	(C),Shields for interior door header lights - required at entrance.	E
480-005g	EXT.MIRROR,DRVR'S SIDE,ROSCO/ACME	(N),8X8"FLAT W/4X6"CONVEX ON BRK DOVETAIL	E
549-005zf	HVAC DRV CTRL PNL LOCATION	(B),HVAC driver's control panel location - installed on driver's overhead panel/locker.	R
600-040	TRANSFER CUTTER	(C),Transfer Ticket Cutters - One Single Globe model 303, designed with two notchers.	R
600-040a	TRANSFER CUTTER LOCATION	(C),RAISED PLATE ON TOP OF DASH	R
600-066a	CURBSIDE LUGG. RACK EQUIPMENT BOX	(N),32X19X9"BLACK W/PADDLE LATCH,NO LOCK	R
600-190a	J1708BACKBONE & CABLE PROVISIONS	(C),J1708 Rec.Std.locations: Above Entr.& Exit door,Whl.chair access door and front Dest.sign door.	R
600-261	COFFEE CUP HOLDER/TRAY	(C),Coffe cup holder or tray, type and location as per customer spec	R

Changed Line Items

FR:

219-035	EXHAUST SYSTEM	(A),Exhaust system - muffler and tubing constructed of stainless steel.	

TO:	219-035	EXHAUST SYSTEM	(C),Exhaust system - Arvin Meritor with DPM (diesel particulate matter) filter for Caterpillar C9.	F
FR:	231-010	PUMP,FAN DRIVE	(B),Fan drive pump - Permco direct drive fan pump with a Luk power steering pump attached. Used for Cummins gas and diesel engines.	
TO:	231-010	PUMP,FAN DRIVE	(C),Fan drive pump - Sauer Danfoss variable displacement pump with electric valve. Set up for Caterpillar C9.	F
FR:	234-005	WATER FILTER	(A),Water filter - for Cummins, Need Release filters, plus Fleetguard filter without corrosion inhibitors.	
TO:	234-005	WATER FILTER	(C),Water filter - for Caterpillar C9 set-up, with non-precharge filter element, with 1/4 turn brass ball valves.	F
FR:	246-005	AIR TANKS	(B)-Air Tank Installation Location: 4 only ceiling mounted tanks: wet tank, front brake tank, rear brake tank, accessories tank, 2000 cu.in/tank (8000 cu.in. Total)	
TO:	246-005	AIR TANKS	(B)-D60LF air tank install. mounted inceiling,6 tanks:Wet, Rear brakes, Center brakes, Front brakes, 2 Accessory tanks.	E
FR:	269-015a	P.A.SYSTEM-MICROPHONE	(N),STEALTH MICROPHONE	
TO:	269-015a	P.A.SYSTEM-MICROPHONE	(C),P.A. microphone - Transit Audio Goosneck, no switch.	R
FR:	273-025b	WARNING LAMPS TYPE,KNLG & W/CHR	(C),Warning lamp -DIALIGHT to signal either kneeling or ramp deployment.	
TO:	273-025b	WARNING LAMPS TYPE,KNLG & W/CHR	(B),Warning lamp - Trucklite LED, to signal either kneeling or ramp deployment.	E
FR:	286-055a	RETARDER SWITCH @ DRIVER'S AREA	(C),Retarder switch at driver's area - installed at customer specified location. SDS enclosure.	
TO:	286-055a	RETARDER SWITCH @ DRIVER'S AREA	(N),RETARDER SWITCH INSTALLED WITHIN REAR PLC ENCLOSURE	R
FR:	286-070	DIAGNOSTIC PLUG LOCATION	(C),Diagnostic plug location - 9 circuit connector @ rear of side console and one @ engine comp't switch box.	
TO:	286-070	DIAGNOSTIC PLUG LOCATION	(N),9 CIRCUIT CONNECTOR MOUNTED ON LIGHT CLOSEOUT PANEL OVER C/S LUGG RACK	R

FR:	304-005e	EXT.STRIPES,PAINT OR DECAL	(C),Exterior stripes - reflective decals in combination with painted stripes.	
TO:	304-005e	EXT.STRIPES,PAINT OR DECAL	(C),Exterior stripes - non-reflective decals in combination with painted stripes.	R
FR:	304-035	FLEET DECALS - EXTERIOR	(C)Fleet number decals are Reflective, sizes and locations as per customer specifications	
TO:	304-035	FLEET DECALS - EXTERIOR	(C)-Fleet number decals are non-reflective, sizes and locations as per customer specifications	R
FR:	422-010	Interior Panels-Mullions-Melamine Color	NEVAMAR CREME TRANQUILITY	
TO:	422-010	INT.MULLION PNL MATL & COLOR	(B),Interior mullion (pier) panels melamine colour - antique white gloss .10 thick.	E
FR:	422-070	SECURE DIAGNOSTIC STATION	Secure Diagnostic Station - incorp's driver's barrier, includes vertical stanchions, take one holder, aisle light.	
TO:	422-070	SECURE DIAGNOSTIC STATION	(C),Secure diagnostic station - incorp's driver's barrier, includes vertical stanchions, does not include take one holder, aisle light. Uses 5/16" square key quad latches.	R
FR:	450-055	FRONT WHEELHOUSE COVERS-COLOURS	(B)-Front fiberglass wheelhouse covers are Black Textured / Matt.	
TO:	450-055	FRONT WHEELHOUSE COVERS-COLOURS	(C)-Front fiberglass wheelhouse covers are Toast (Mushroom) color	R
FR:	470-100	DEST SIGN CONTROL UNIT LOCATION	(B) - Mounting of Destination sign Control Unit is on destination sign door above driver's area.	
TO:	470-100	DEST SIGN CONTROL UNIT LOCATION	(B) - Mounting of Destination sign Control Unit is on the "A" pillar with camera system driver control unit.	R
FR:	480-006b	EXT CURB/S MIRROR POWER OPTION	(A),Exterior Curb/S Mirror - Dual remote control, not heated.	
TO:	480-006b	EXT CURB/S MIRROR POWER OPTION	(A),Exterior Curb/S Mirror - Dual remote control, heated mirror.	R
FR:	480-010a	EXIT DOOR MIRROR	(A)-Interior Mirror, Exit Door, ROSCO 12" Diameter Convex	
TO:	480-010a	EXIT DOOR MIRROR	(A)-Interior Mirror,Exit Door, ACME 12" Diameter Convex	E
FR:	526-005e	SEAT MOUNTED GRABRAIL	(A),Seat mounted grabrails - thermoplastic.	

TO:	526-005e	SEAT MOUNTED GRABRAIL	(A),Seat mounted grabrails - stainless steel.	E

FR:	526-015a	MODESTY PANEL,MELAMINE COLOURS	(B),Colour, melamine modesty panels - charcoal grey.	
TO:	526-015a	MODESTY PANEL,MELAMINE COLOURS	(B),Colour, melamine modesty panels - Sand Gloss.	E

FR:	526-055	EMERGENCY INSTRUCTIONS	(C),Emergency instructions - riveted.	
TO:	526-055	EMERGENCY INSTRUCTIONS	(B),Emergency instructions - adhesive.	E

FR:	526-105	HANDHOLD STRAPS,O/HEAD STANCHIONS	(C),Handhold straps on overhead stanchions - 13 flexible black nylon straps, loose on horizontal stanchions, locations as per customer spec.	
TO:	526-105	HANDHOLD STRAPS,O/HEAD STANCHIONS	(C),Handhold straps on overhead stanchions - 22 flexible black nylon straps, loose on horizontal stanchions, locations as per customer spec.	E

FR:	549-005ba	HVAC CONTROL PANELS	(C),HVAC control panel - Thermo King Intelligaire 2 with limited diagnostic capability installed in driver's area. See option 549-005zf for specific location.	
TO:	549-005ba	HVAC CONTROL PANELS	(B),HVAC control panel - Thermo King Intelligaire 2 with limited diagnostic capability installed at the HVAC unit.	R

Proposal (Bid) Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
_____
as Principal, hereinafter called the Principal, and _____
_____,
a corporation duly organized and existing under and by virtue of the laws of the State of _____ _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the sum of _____ _____Dollars ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid Proposal dated _____ _____, 20_____, for _____, which Bid Proposal is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, the condition of this obligation is such that, if the City shall accept the Bid of the Principal and the Principal shall enter into a contract with the City in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the City may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20___.

_____
Principal

ATTEST: By: _____

_____ Title: _____

_____
Surety

ATTEST: By: _____

_____ Title: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
_____
as Principal, hereinafter called the Contractor, and _____
_____,
a corporation duly organized and existing under and by virtue of the laws of the State of _____ _____ and authorized to do business in the State of New Mexico, as a surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of _____ _____ _____Dollars ($_____)
for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Bid in response to RFB _____, entitled _____, and shall by written agreement enter into a contract with the City described as follows: _____
_____,
which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering from the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the

lowest responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

SIGNED AND SEALED this _____ day of _____, 20_____.

_____
Contractor

ATTEST: By: _____

_____ Title: _____

_____
Surety

ATTEST: By: _____

_____ Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

_____
_____
_____

SUPPLEMENTAL TERMS AND CONDITIONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT - ALL OR NONE:

IT IS THE CITY'S INTENTION TO AWARD A CONTRACT RESULTING FROM THIS REQUEST TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WHOSE "ALL OR NONE" TOTAL PRICE IS LOWEST. IF NO RESPONSIVE "ALL OR NONE" OFFERS ARE RECEIVED, THE CITY MAY AWARD TO THE LOWEST RESPONSIVE AND RESPONSIBLE OFFEROR WHO OFFERS AT LEAST AS MANY ITEMS AS ALL OTHER OFFERORS.

BOND, BID:

EACH OFFER MUST BE ACCOMPANIED BY A BID BOND ISSUED BY A SURETY DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO AND ACCEPTABLE TO THE CITY IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL AMOUNT OFFERED. THE BID BOND IS SUBMITTED AS A GUARANTY. THE OFFEROR, IF AWARDED THE CONTRACT, WILL PROMPTLY EXECUTE SUCH CONTRACT IN ACCORDANCE WITH THIS REQUEST AND, IF REQUIRED BY THIS REQUEST, WILL FURNISH GOOD AND SUFFICIENT BOND FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BOND. NO THIRD PARTY BID BONDS WILL BE ACCEPTED. CERTIFIED CHECKS, PERSONAL CHECKS, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF A BID BOND.

BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT:

THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO FURNISH SEPARATE SURETY BONDS EACH IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OFFERED AS SECURITY FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THESE BONDS MUST BE FURNISHED PRIOR TO OR AT THE TIME OF THE ISSUANCE OF A PURCHASE ORDER, BUT NO LATER THAN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE OF AWARD OF A CONTRACT RESULTING FROM THIS REQUEST. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BONDS. NO THIRD PARTY PERFORMANCE BONDS WILL BE ACCEPTED. THE SURETIES ON SUCH BONDS SHALL BE DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO AND ACCEPTABLE TO THE CITY. CASHIER'S CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED.

DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT:

ANY OFFER IN RESPONSE TO THIS REQUEST MUST INCLUDE DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT OF ITEMS AS SPECIFIED IN THIS REQUEST.

DESIGN CONFORMANCE - OSHA:

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF AN OFFER MADE IN RESPONSE TO THE REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

FREIGHT, PREPAID:

FREIGHT WILL BE F.O.B. DESTINATION - FREIGHT PREPAID. F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

GUARANTEED PERFORMANCE:

THE OFFEROR, IF AWARDED A CONTRACT AS A RESULT OF THIS REQUEST, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS REQUEST, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE CITY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT, TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE OFFEROR OR THE OFFEROR'S SURETY.

MANUFACTURER'S INFORMATION:

ANY OFFER MADE IN RESPONSE TO THIS REQUEST MUST INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF THE OFFER.

MATERIAL SAFETY DATA SHEETS:

TO COMPLY WITH THE OCCUPATIONAL HEALTH AND SAFETY REGULATION 1910.1200 FOR GENERAL STANDARDS ON HANDLING HAZARDOUS MATERIALS, MATERIAL SAFETY DATA SHEETS (MSDS) ARE REQUIRED FOR THE PRODUCTS INCLUDED IN THIS REQUEST. A COPY OF THE MSDS MUST ACCOMPANY YOUR RESPONSE TO THE REQUEST AND BE INCLUDED WITH THE PRODUCT WHEN DELIVERED TO THE END USER. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY CAUSE YOUR OFFER TO BE CONSIDERED NON-RESPONSIVE.

CITY OF ALBUQUERQUE

GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

1. Applicability: Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 *et seq*. ROA 1994) and promulgated Rules and Regulations shall apply.

2. Definitions: As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:

A. "City" means the City of Albuquerque, New Mexico.

B. "Contract" means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.

C. "Contractor" means an Offeror who has been awarded a contract.

D. "Offeror" means a business that submits a response to a competitive solicitation.

E. "Purchase Order" means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.

F. "Purchasing Office" means the Purchasing Division of the Department of Finance & Administrative Services of the City.

G. "Purchasing Officer" means the person charged with the responsibility of administering the Purchasing Office.

H. "Request" means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.

I. "Responsible Offeror" means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.

J. "Responsive Offer" means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

3. <u>Preparation of Offer:</u>

A. Submission: All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.

B. Preparation Method: All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.

C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.

Unit prices offered should be for the units specified.

D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.

E. Payment Terms: The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's. Accounts Payable Office.

Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.

F. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.

G. Taxes: Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. <u>Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror</u>. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.

H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.

I. Warranty: Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable

commercial warranties the Offeror gives to any customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

J. Equivalent Offers: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.

K. Exceptions to Specifications: Offerors are to state any exceptions taken to this Request on the Specifications Exception Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.

L. Indemnity: The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

M. Patent Indemnity: If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

N. Public Inspection: Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the nonconfidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).

O. Material Safety Data Sheets: To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany

the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.

P. Licenses and Certifications: The Offeror must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.

4. Debarment or Ineligibility Compliance: By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

5. Ethical Conduct: By submitting its offer in response to this Request, the Offeror certifies that:

A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;

B. It has not retained a person to solicit or secure a City Contract for a contingent fee;

C. It has not taken any action in restraint of free competitive bidding in connection with this Request;

D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and

E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.

6. Requests for Explanations by Offerors:

A. Requests for Explanation: Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) working days before the offer opening date.

B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.

7. Addenda:

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Office in the form of a written addendum.

Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer.

Failure to do so may result in disqualification of the offer.

It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

8. <u>Clarification of Offers</u>:

The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

9. <u>Submission of Offer</u>:

A. Time: Offers not received by the time and date indicated on the Request will not be accepted.

B. Hand Carried: Offers may be hand carried to the City Clerk's Office on the eleventh (11th) floor of the Albuquerque/Bernalillo County Government Center, 1 Civic Plaza, Albuquerque, New Mexico.

C. Mailed: Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.

Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.

D. Receipts: Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.

E. Envelope Preparation: The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:

1) Name of Offeror
2) Request Number assigned by the City to the Request
3) Opening date as identified on the Request or subsequent addenda

F. No Other Methods of Offer Delivery: Neither telephone, telegraphic, or facsimile Offer shall be accepted.

10. <u>Civil Rights Compliance</u>:

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.

Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies

and practices set forth in the City's Affirmative Action Plan.

Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

11. <u>Americans with Disabilities Act Compliance</u>:

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated thereunder.

12. <u>Withdrawal of Offers</u>:

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

13. <u>Opening of Offers</u>:
Time and Place: Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

14. <u>Disqualification of Offer</u>:

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.

B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.

C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.

D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.

E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.

F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Request.

G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

H. **There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.**

I. **Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.**

J. **The City determines that an offer contains any misrepresentations whatsoever.**

15. **Rejection/Cancellation of Offers:**

Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.

16. **Minor or Technical Irregularities:**

Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity may be waived and clerical errors in an offer may be corrected, if permitted by the Purchasing Officer and are in the best interest of the City.

17. **Nonconforming/Conditional, or Counter Offers:**

An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.

18. **Offer Analysis:**

The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.

19. **Award of Contract:**

A. **When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.**

B. **Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.**

C. **Basis of Award: The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.**

D. **Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.**

E. Decrease of Quantities: The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.

F. Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Officer.

G. Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.

H. Local and Resident Preference: A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3344.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

20. <u>Goods Produced Under Decent Working Conditions</u>:

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

21. <u>Protest Process</u>:

A. Request Documents: Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.

B. Recommendation of Award: Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.

C. Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

D. Required Information from Offeror: All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:

1) Name and address of the protesting party
2) The solicitation/Request Number
3) A clear statement of the reason(s) for the protest
4) Details concerning the facts which support the protest
5) Attachments of any written evidence available to substantiate the claims of the protest
6) Statement specifying the ruling requested

E. Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars ($20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.

F. Delivery of Protest: Protests may be hand-delivered. Protests which are mailed should be addressed as follows:

Purchasing Officer
City of Albuquerque
Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103

Envelope should also clearly indicate "PROTEST" and the solicitation number.

G. Purchasing Officer Action: The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.

22. <u>Delivery, Acceptance and Guarantee</u>:

A. No Delivery Before Purchase Order is Issued: No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the City

Purchasing Division.

B. Cancellation for Non-Delivery: The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.

C. Acceptance of Delivery: Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.

23. <u>Inspections</u>:

Prior to Acceptance of Delivery: All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

24. <u>Invoices and Payments</u>:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to: Accounting Division (Accounts Payable), City of Albuquerque, P.O. Box 1985, Albuquerque, New Mexico 87103. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

25. <u>Default/Termination for Cause</u>:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

26. <u>Termination for the Convenience of the City</u>:

The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods / services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

27. <u>Termination for Lack of Appropriations</u>:

Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the / any fiscal ear is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

(6 / 23 / 04)

GRAFFITI FREE REQUIREMENT

The awarded vendor will be required to furnish equipment, facilities or other items as may be required to complete the specified services in this Request For Bids which are "graffiti free". Failure of the awarded vendor to comply with this requirement may result in a cancellation of any contract issued as a result of this Request For Bids.

CITY OF ALBUQUERQUE
Purchasing Division

OFFEROR COMMENTS FORM

Bid No._____

It is requested that offerors provide any additional information relating to their offer that will assist in the evaluation of such without having to ferret out information concerning the goods or services you intend to provide.

Information pertains to the following (please check applicable box):

- ☐ **Equivalent Product**
- ☐ **Clarification**
- ☐ **Exception(s) to Requirements**
- ☐ **General or Miscellaneous Comments**

If additional space is required, please use reverse side of the form or attach additional document(s).

_____	_____	_____
Name of Offeror	**Signature (Authorized Representative)**	**Date**

Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is cancelled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

$1,000,000	Per Occurrence
$1,000,000	Policy Aggregate
$1,000,000	Products Liability/Completed Operations
$1,000,000	Personal and Advertising Injury
$ 50,000	Fire - Legal
$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.