CITY OF ALBUQUERQUE

REQUEST FOR BID

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

REQUEST NUMBER: RFB2005-124-GJ
TITLE: 138" WB PARATRANSIT VANS, TOTAL LENGTH UP TO 20' LONG
OPENING DATE: APRIL 13, 2005 (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

BECAUSE OF FEDERAL FUNDING LOCAL PREFERENCE WILL NOT BE CONSIDERED

A NON/MANDATORY PRE BID CONFERENCE WILL BE HELD ON MARCH 24, 2005 AT 10 AM, MOUNTAIN TIME. PLACE-CITY OF ALBUQUERQUE PURCHASING DIVISION ROOM 7012, 1 CIVIC PLAZA (400 MARQUETTE NW-7TH FLOOR)

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 APRIL 13, 2005

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

GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2005-124-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.

OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2005-124-GJ
OPENING DATE: APRIL 13,2005

FOR FURTHER INFORMATION
CALL G. JARAMILLO
AT (505)768-3320

DELIVERY DATE: _____
(PLEASE SPECIFY)

FOB POINT:
KEN COX, TRANSIT DEPARTMENT
601 YALE SE
ALBUQUERQUE NM
ALBUQUERQUE, NM 87106

REQUISITION P40086

BID BOND AMOUNT: $0.00
BID BOND PERCENT: 5%

PERFORM BOND AMOUNT: $0.00
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:_____%

LOCAL PREFERENCE IS NOT AVAILABLE FOR THIS BID

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: RFB2005-124-GJ

GROUP NO.	ITEM NO.	QUANTITY/UNI	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
			IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING:		
	1	30.00 EA ESTIMATED	138" WB PARATRANSIT VANS, TOTAL LENGTH UP TO 20' LONG.	_____	_____
			THE CITY RESERVERS THE RIGHT TO ORDER UP TO 30 ADDITIONAL UNITS WITHIN TWO YEARS OF THE LAST DELIVERY DATE OF THE FIRST ORDER.		

**********LAST ITEM

SPECIFICATIONS

This specification outlines the performance that is required by the City of Albuquerque Transit Department for its Para-Transit 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 Para-Transit system/routes of the City of Albuquerque Transit Department. The Transit routes are on the major streets, highways, and residential areas 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 Para-transit buses/spare parts in accordance with the terms and conditions set forth below..

PRE-BID-A NON MANDATORY PRE-BID METTING WILL BE HELD ON MARCH 24, 2005 AT THE CITY OF ALBUQUERQUE PURCHASING DIVISION ROOM 7012. 1 CIVIC PLAZA (400 MARQUETTE NW). THE TIME WILL BE AT 10 AM ON MARCH 24, 2005.

BID POSTPONEMENT AND ADDENDA

The City of Albuquerque reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Offerors. If the revisions and amendments require changes in

quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the City of Albuquerque shall enable Offeror to revise their bids.

OFFEROR COMMUNICATIONS AND REQUESTS

All correspondence, communication and/or contact in regard to any aspect of this solicitation or Offers shall be with the Buyer above, or his/her designated representative. Offeror and their representatives shall not make any contact with or communicate with any members of the City of Albuquerque, or its employees and consultants, other than the Purchasing Division in regard to any aspect of this solicitation or Offers. At any time during this procurement up to the time specified in "Solicitation Schedule", Offeror may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the solicitation or any addenda to the solicitation. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name, or approved equal. Such written requests shall be made to the Buyer. The Offeror making the request shall be responsible for its proper delivery to the City of Albuquerque per on the form provided in "Request for Change or Approved Equal". The City of Albuquerque will not respond to oral requests. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFB, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the City of Albuquerque in the form of addenda only. **Only written responses provided, as addenda shall be official and all other forms of communication with any officer, employee or agent of the City of Albuquerque shall not be binding on the City of Albuquerque**.

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

BID REQUIREMENTS

BID PREPARATION

Each Offer shall be made only on this Solicitation, Offer and Award form which shall be enclosed in a sealed envelope with the name and address of the Offeror clearly stated, and PARA-TRANSIT BUS OFFER and the RFB Number marked on the outside. All blank spaces in the Offer must be filled in and no changes shall be made in the wording.

DUE DATE

Sealed bids in original and four (4) copies will be received at the address shown in "City of Albuquerque until the time specified in "Solicitation Schedule," Bids shall be valid for a period of 90 days.

PRICING SCHEDULE

The Offeror is required to complete and execute the Pricing Schedule Forms and provide it in the bid. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Offer price.

BID SECURITY

A 5% bid bond is required to be included with your bid. A 100% performance bond is required within 10 working days upon award.

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.

BID OPENING AND RESPONSE

PUBLIC BID OPENING

Bids shall be publicly opened at the time set for opening in this solicitation. Their content shall be made public for the information of Offeror and others interested, which may be present either in person or by representatives.

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. The Offeror must have:

1. Offeror's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public

accountant authorized to practice in the jurisdiction of either the City of Albuquerque or the Offeror. (NOTE: City of Albuquerque to determine any minimum requirements for equity, working capital, debt, etc. For example where it would be possible to establish some minimum numerical values for equity, debt to assets ratio, etc. as a screening mechanism, this should be done on an approximate basis to avoid having to rule out an otherwise viable Offeror which is just below a rigid minimum. Whatever measures are established should be consistent with what the financial strength needs are for the project. Here it is only important to determine if the Offeror will have sufficient financial strength to pay its bills on time, fund the cash flow, and meet obligations to subcontractors. The evaluation of financial strength should take into account the Offeror other contractual commitments)

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

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

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

5. Evidence that Offeror is qualified in accordance with Part 3: Quality Assurance Provisions.

6. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Offeror took to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by client reference.

The City of Albuquerque shall have the right to conduct a pre-award survey of each Offeror.

SINGLE BID RESPONSE

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

BID REJECTION

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

CONFIDENTIAL INFORMATION

Proprietary Data: This Request for Bid shall be open to public inspection after award of contract, except to the extent the offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

The following information is not required to be included in the Bid, but the Offeror shall make it available for review by the City of Albuquerque:

Upon a request for records from a third party regarding this bid the City of Albuquerque will notify in writing the party involved. The party involved must respond within 10(ten) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved will indemnify the City of Albuquerque's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

PROTESTS

Any protests by an interested party regarding this procurement shall be made in accordance with the City of Albuquerque Purchasing ordinance. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1D. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

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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: _____

PAGE

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ACKNOWLEDGMENT OF ADDENDA

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

Failure to acknowledge receipt of all addenda may cause the bid to be considered 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

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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 Authorized Official

_____
Name and Title of the Bidder or Offeror 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 Authorized Official

_____

Name and Title of the Bidder or Offeror Authorized Official

_____

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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 the Federal Transit Administration has not disapproved our goals.

_____

Signature of the Offeror Authorized Official

_____

Date:

_____

Name and Title of the Offeror 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 bus 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.

Signature: _____

Date: _____

Company Name: _____

Title: _____

SPECIAL PROVISIONS

PRICING SCHEDULE

PAYMENT

A bid bond of 5% of the total amount bid and a 100% performance bond will be required for this procurement. Payment will not be made until each bus is accepted by the City of Albuquerque and the proper documentation is supplied.

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

Taxes: Offeror 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. Offeror 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

Addenda or Addendum:
Any additional specification provisions issued in writing by the City of Albuquerque prior to the receipt of Offers.

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.

***Contract Officer*:**
The person authorized by the City of Albuquerque to execute this agreement. Contract Officer shall be identified in the Notice of Award to be issued after award and execution of the Contract, and may be changed from time to time by written notice to the Contractor. The Contract Officer may delegate authority to designees by notice in writing to the Contractor or as otherwise provided in this Contract.

***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*:**
$60.00/Hour; The City of Albuquerque charge for warranty reimbursement and other charged labor.

Law:
The Constitution of the State of New Mexico, and each and every other law, rule, regulation, requirement, order, judgment, decree, or ordinance, of every kind, whatsoever, issued by any government entity, applicable to, or affecting the contract, the work, and all persons engaged in the work, (including any of the foregoing which concern, health, safety, environmental protection, and non-discrimination).

***Legal Proceeding*:**
Every action, litigation, arbitration, administrative proceedings, and other legal or equitable proceeding of any kind whatsoever.

***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:
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 work on the Pilot Bus. 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, the first Pilot Bus has been accepted by the City of Albuquerque and 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.

Pilot Bus:
Process, which involves the manufacture of one bus following Notice of Award but prior to issuance of the Notice to Proceed. The Pilot Bus will constitute the City of Albuquerque method of determining acceptable design; production methods and capabilities; and acceptable workmanship.

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:

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.

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

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

1 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.

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.

1 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.

1 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.

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

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

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.

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

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.

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.

1 Maintenance Personnel Skill Levels. Defined below are maintenance personnel skill levels used in:

Class A, Specialist Mechanic
Class B, Journeyman Mechanic
C, Mechanic Helper

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

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.

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 Offeror" 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's obligations under this section are discharged and City of Albuquerque shall hold Contractor harmless 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, in which case the Contractor shall be held harmless.

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 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 Contractor Cost Guidelines.

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.

PILOT BUS

The City of Albuquerque will require the Contractor to produce up to one Pilot Bus with respect to the Base Order. The Pilot Bus constitutes a means for the Contractor to demonstrate: acceptable design; production methods and capabilities; and acceptable workmanship. A pilot bus is required only for the bus group(s) ordered, and the pilot bus becomes the first bus delivered for those ordered.

Base Order Pilot Bus: The Pilot Bus will undergo Configuration and Performance Approval Testing as approved by the City of Albuquerque at the completion of its manufacture. Once the Bus has successfully completed the Configuration and Performance Approval process as well as all Contractors testing, it will be delivered to the City of Albuquerque for purpose of revenue service. A Certificate of Origin, and Bill of Sale shall accompany the Pilot Bus. Within 15 days after a successful test, the City of Albuquerque will notify the Contractor that the pilot bus is either acceptable as is or acceptable subject to completion of corrective actions to be made. The City of Albuquerque shall have the option to terminate the contract without further obligation to the Contractor if the pilot bus does not successfully complete the test without failures and/or defects.

CONFIGURATION AND PERFORMANCE APPROVAL

In order to assess the Contractor's compliance with the Technical Specifications and a formal test plan shall be submitted to the City of Albuquerque for review and approval at least sixty (60) days prior to the completion of the Pilot Bus. 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 a maximum of 120 days after receipt of City of Albuquerque Purchase Order or notice to proceed. The Pilot bus must be built, and reviewed within 60 days of the receipt of the Purchase order. 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 2 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.

ISSUANCE OF THE NOTICE TO PROCEED

The City of Albuquerque does not intend to issue the Notice to Proceed for the Base Order until the following conditions are met unless this provision is otherwise waived by the City of Albuquerque:

A 100% PERFORMANCE BOND HAS BEEN RECEIVED BY THE CITY.

Pre-production meetings have been conducted to the satisfaction of the City of Albuquerque;

Pilot bus passes test;

The Pilot has been accepted by the City of Albuquerque.

Contractor shall not commence the actual Work on the Base Order prior to the issuance of the Notice to Proceed. Any Work on buses (other than the pilot bus) performed prior to issuance of Notice to Proceed shall be at the Contractor expense.

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 Para-Transit 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.

CHANGES

BID CHANGES

Any proposed change in this bid 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.

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**. If a current Altoona test certificate is available, it must be included with the bid package. In any event, no

payment will be made until the Altoona test certificate 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.

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 10-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 ten (10) 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

Production gaps, if necessary may occur during the production run or between the Base Order and additional Buses purchased under any of the Options. Production gaps shall be scheduled in advance with the City of Albuquerque on a mutually acceptable schedule. Regardless of the production schedule, 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 en route 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. If the Bus is removed from the City property, the Contractor's representatives must diligently pursue repair procedures, and the Contractor shall assume risk of loss while the Bus is under its control. 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 $85.00, 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 fourteen (14) calendar days after the commencement of the delay and

2) A written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the City of Albuquerque within 30 (thirty)-calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The City of Albuquerque shall make its determination within thirty (30) 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 foretasted 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.

INDEMNIFICATION

Contractor agrees to defend, indemnify, and save harmless the City of Albuquerque and it's officers, agents, and employees from and against all suits, actions or claims of any character brought because of an injury or damage received or sustained by any person, persons or property arising out of the performance of the work by Contractor, or by reason of any act or omission, neglect or misconduct of Contractor, his agents or employees or any Subcontractor, his agents or employees. This indemnity provision shall equally apply to injuries to Contractor's employees. This indemnification provision is subject to the limitations and provisions of Section 56-7-1 NMSA 1978. Claims shall include claims based on contracts of indemnity between the owner and a third party that covers liability of the third party for injury or damage received or sustained by any person, persons or property arising out of the performance of the contract by Contractor, or by reason of any act or omission, neglect or misconduct of Contractor, his agents or employees.

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 the Buses in the City jurisdiction shall be provided to the City at the time of payment one to the Contractor. 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.

PURCHASING DATA

The Contractor shall ensure that all applicable contract specification requirements are properly included or referenced in their purchase orders of material and equipment to be used on the City of Albuquerque’s Transit Buses. Contractor shall provide the City of Albuquerque with copies of certifications from all major suppliers acknowledging receipt of the applicable contract specifications. Said certificates shall be presented within 30 days following the final Pre-Production meeting.

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:

Resident Inspector Release form
QA Certificate of Completion (signed by Contractor QC representative).
Water test Certification.
Smoke Test (check engine compartment seals).
City of Albuquerque "Completed Bus" Inspection document.

6. Copy of defects noted during City of Albuquerque Completed Bus inspection.
List of "Open Items".
VIN number (copy of bus data plate).
Certificate of Origin.
. 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.

The service representative must be within the greater metropolitan area, and available during the hours of operation of the Transit fleet. The service representative does not have to be stationed at the Transit facility.

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. **LOCAL MAINTENANCE IS MANDATORY, THE BIDDER WILL BE THE PRIME CONTACTOR AND RESPONSIBLE FOR ALL WARRANTY WORK, SUB-**

SYTEMS, TRAINING, AND TECHNICAL SUPPORT THROUGHOUT THE DELIVERY AND WARRANTY PERIOD, AS A PREFERRED ALTERNATIVE, TRANSIT WOULD DO ALL OF THE WARRANTY WORK TO BE REIMBURSED BY THE BIDDER AND/OR BUILDER.

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 two years or 50,000 miles after the Bus is placed into revenue service or for one year after its final acceptance, whichever occurs first.

B. V*ehicle 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, 30% 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 there from.

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. **LOCAL MAINTENANCE IS MANDATORY, THE BIDDER WILL BE THE PRIME CONTACTOR AND RESPONSIBLE FOR ALL WARRANTY WORK, SUB-SYTEMS, TRAINING, AND TECHNICAL SUPPORT THROUGHOUT THE DELIVERY AND WARRANTY PERIOD, AS A PREFERRED ALTERNATIVE, TRANSIT WOULD DO ALL OF THE WARRANTY WORK TO BE REIMBURSED BY THE BIDDER AND/OR BUILDER.**

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

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.

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 ($85.00 per hour), including any required overtime, at the time of the incident for all City of Albuquerque labor required to make the repair.

B. *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.

C. *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 ($85.00 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 20% 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 20% 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	
Complete Bus Superstructure	Tow (2) years	70,000 miles	Included
Engine	Two (2) years	70,000 miles	Included
Transmission	Two (2) year	70,000 miles	Included
Air Conditioning	Five (5) years	100,000 miles (Front/Rear)	Included
Lift Labor	Five (5) year	Unlimited	Included
Parts	Five (5) years	Unlimited	Included
Flooring, paint, etc	Five (5) years		Included
Complete unit	Two (2) year	70,000 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 380 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 Pilot 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	- 48
Transmission	- 48
HVAC System	- 24
Electronic Controls and Sub-systems	- 24
Special Equipment	- 12
ABS Brake System	- 15
Steering and Suspension	- 24
Passenger Door/Wheelchair system	- 36
Maintenance Bus Orientation	- 40
Operator Bus Orientation	- 40
Wheelchair tie down system	- 10
Additional hours of training to be determined by the City of Albuquerque	- 59

This item is to be bid as an option: $_____ per hour of training
$_____ cost for all listed hours of training

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; One lap top computer, 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.

The following system simulation boards shall be provided:

Bus Electrical Components:
Bus basic level electrical and control system training board with all functioning 12-volt DC control modules, fuses, switches, relays, indicators, and signals.

Anti-Lock Brake:
Fully functional ABS training board.

Air Conditioning:
A/C system training board to highlight new system products

Provide four (4) each poster size (3’x2’) laminated charts for the electrical, air conditioning, and brake systems

Professionally prepared Operators' "Bus Orientation" training video (VHS), 5 copies, for the Bus Order. Videos must be specific to the City of Albuquerque bus order. Professionally prepared Mechanics’ “Bus Orientation” training video (VHS), 3 copies, for the Bus Order. Videos must be specific to the City of Albuquerque bus order. Technical Information Video CD’s to include drawings, parts lists, and Service and Parts, Wheelchair, Engine, Transmission, and other subsystems of the buses. The content of the training videos are to be discussed and3 approved at the pre-production conference.

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.

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Para transit Vehicle Specification for ADA Cutaway Steel

Summary of Requirements

This specification outlines the performance that is required by the City of Albuquerque Transit Department for its Para-Transit 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 City of Albuquerque requests bids for the manufacture and delivery of Para-transit buses/spare parts in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract with up to a three (3) year extension.

A vehicle classified as ADA Accessible Body-On-Chassis Small Buses must be provided. Seating Capacity must allow for 6 ambulatory passengers and 2 securement positions. Life span of the vehicle must be 5 years.

The following options are required:

1. Physical Size and General Dimensions: Clearances - Clearance Requirements

2. Physical Size and General Dimensions: Gross Vehicle Weight - Specifications for the Gross Vehicle Weight (GVW)

3. Physical Size and General Dimensions: Length, Width, and Wheelbase Dimensions - Length, Width and Wheelbase Requirements

4. Power plant: Engine Cooling System - Engine Cooling System

5. Power plant: Transmissions - Heavy-Duty Four-Speed Automatic Transmission

6. Power plant: Exhaust System - Highest Quality OEM Type, Heavy-Duty Exhaust System

7. Power plant: Diesel Power Plant - Engine Fueled by Diesel

8. Drive Shaft: Drive Shaft Retainer - Requiring a Driveshaft Retainer

9. Suspension: Suspension and Frame - Heavy Duty Frame, Helper Springs, Front & Rear Stabilizers, & Gas Shock Absorbers

10. Steering: Operator's Steering System - Heavy Duty OEM Power Steering System With Tilt Steering Wheel

11. Brakes: Brakes - 4-Channel ABS Heavy-Duty Hydraulic Brake System, Vehicles Over 10K Lbs GVWR

12. Tires, Wheels, and Jack: Tires and Rims, Spare(s), & Mounting of Spare - Tires with Spare Mounted Tire(s) on Rim(s)

13. Fuel System: Diesel Fuel Tank(s) and Lines - Heavy-duty OEM 32 Gallon (minimum) Diesel Fuel Tank(s) and Line(s)

14. Electrical System: Alternator - Providing alternator requirements

15. Electrical System: Electrical Wiring and Wiring Harness - Original Equipment Manufacture (OEM) wiring and harness

16. Electrical System: Electrical Connections - Original Equipment Manufacturer (OEM) base vehicle electrical connections

17. Electrical System: Color-coding of Wiring - Color coding of electrical wiring requirements

18. Electrical System: Horn - Dual horns

19. Electrical System: Number of Batteries - Two Heaviest Duty Batteries

20. Electrical System: Batteries type - No maintenance batteries

21. General: Body Materials - Metallic Exterior Body Materials

22. Structure: Crashworthiness - Crashworthiness Requirements

23. Structure: Wheel wells - Heavy-duty steel wheel wells

24. Interior: Aisles - Center aisle

25. Interior: Floor - Conventional Floor (Treated Wood or Wood Products)

26. Interior: Floor Covering Material - Non-Ribbed Vinyl Floor Covering Material

27. Interior: Steps - Step Requirements

28. Interior: Entrance Step Covering Materials - Non-ribbed Vinyl Step Covering Material

29. Interior: Modesty Panels/ Kick Panels - Modesty panels and kick panels

30. Interior: Ambulatory Passenger Doors - Double-Fold Passenger Door with Manual Closer. (Electric Optional)

31. Interior: Emergency Access Windows - MAXIMUM number of emergency access windows at seating and securement position

32. Interior: Window Tinting - Window tinting

33. Interior: Insulation - Required Thermal Insulation Value ("R" Value)

34. Interior: Noise Level - Allowable interior and exterior noise levels specified

35. Interior: Safety Belts and Lap Belts - Lap and Shoulder Belt; Automatically Retracting for All

36. Interior: Safety Belt Cutter - Safety Belt Cutters Shipped Separately.

37. Interior: Instrument Panel Gauges and Indicator Lights - Custom Instrument Panel for Vehicle with Hydraulic Brakes and Power Lift or Ramp

38. Interior: Air Comfort System - Requirements for air comfort system

39. Interior: Ventilation / Emergency Escape Hatch - One Emergency Escape Hatch

40. Interior: Fare Box - Non-registering fare boxes

41. Interior: Fire Extinguisher and Brackets - Fire Extinguisher and Bracket

42. Interior: Passenger Seat Design and Covering - Seating Design With Vinyl Seats

43. Interior: High Back Passenger Seating - No High Seat Back Height Requirements

44. Interior: Operator's Seats - Mechanical Suspension Operator's Seat

45. Interior: Stanchions - Requiring Stanchions

46. Interior: Grab Handles - Requiring Grab Handles

47. Interior: Passenger Seat Armrest - Fixed Armrest Requirements

48. Exterior: Lighting and Clearance Lights - Mandatory and specified in FVMSS 108

49. Exterior: Signage and Decals - Factory Installed Signage and Decals

50. Exterior: Running Boards - Running Boards

51. Exterior: Bumpers - Primarily Metallic Bumpers

52. Exterior: Windshield Washers and Wipers - Heavy Duty OEM Windshield Wiper and Washer, Front Only

53. Exterior: Reverse Alarm - Reverse Alarm Requirements

54. Wheelchair Aid: Wheelchair and Mobility Aid Lift - Side-Mounted Lift Behind Front Door Entrance and Forward of Read Axle.

55. Wheelchair Aid: Mobility Aid/Passenger Securement System - Belt Channel System

56. Wheelchair Aid: Mobility Aid/Passenger Securement System Location - Behind the Rear Axle

57. Standards: Altoona Tests - Required to be tested at Altoona

Detail specifications for each option follow.

Vehicle Type Considerations

The vehicle will operate in the Para-Transit system/routes of the City of Albuquerque Transit Department. The Transit routes are on the major streets, highways, and residential areas 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 110 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. .

SPECIFICATIONS FOR CLEARANCE REQUIREMENTS

The Society of Automotive Engineers (SAE) Standard J689 defines approach angle, departure angle and ramp break over angle. Each vehicle shall be fully capable of the following requirements.

The approach angle shall be no less than 9 degrees.

The ramp break over angle shall be no less than 6 degrees.

The departure angle shall be no less than 9 degrees.

The overall vehicle ground clearance and axle/wheel zone ground clearance shall be maximized and adequate to enable the vehicle to operate in revenue type Para transit service in the environmental, climatic, and street and roadway conditions prevailing throughout the Albuquerque metropolitan area.

SPECIFICATIONS FOR GROSS VEHICLE WEIGHT

The curb weight of the specified standard baseline vehicle, with all specified options, shall be such that the gross vehicle weight 10,500, with a full seated load, including the operator and all wheelchair and mobility aid securement positions occupied and a full fuel tank, shall not exceed the original equipment manufacturer's (OEM's) gross vehicle weight rating or gross axle weight rating.

Should the OEM chassis GVWR be exceeded by incorporation of the required components and seating capacity in this specification, the contractor shall incorporate additional structural capacity into the vehicle and its members, and shall certify that the vehicle does fully satisfy the required higher GVWR.

If the chassis is to be altered by a manufacturer to increase the chassis manufacturer's stated GVWR, the manufacturer shall provide prior to production, a copy of its letter to the appropriate chassis manufacturer requesting approval of its proposed alteration/s and a copy of the letter from the chassis manufacturer approving the alteration. Along with the alteration approval letter from the original chassis manufacturer, each alteration shall fully satisfy those conditions for compliance with pertinent federal motor vehicle safety standards (FMVSS) set forth by the original chassis manufacturer pertaining to each configuration.

SPECIFICATIONS FOR LENGTH, WIDTH, AND WHEELBASE REQUIREMENTS

The City of Albuquerque Transit Department has reviewed the characteristics of its local service area and discussed them with its operators. As a result, it has been determined that restrictions on the length, width and wheelbase of the vehicle have to be specified. These

have been established to maximize flexibility of the fleet, to be able to maximize the level of service provided to its passengers, and to maximize safety.

The vehicle shall have a total length of up to 20’

The vehicle shall have a total wheelbase of 138”

The vehicle shall have a width, including all side-mounted rearview mirrors, of 96”

SPECIFICATIONS FOR ENGINE COOLING SYSTEM

The cooling system shall be of a capacity ample to keep the engine operating within a temperature range that ensures continuous operation and peak performance under any and all operating conditions experienced in the local service area. The cooling system radiator, cap, fan, water pump, thermostat, belts, hoses and overheat/recovery reservoir system shall be of the highest quality and heaviest duty OEM type for the provided engine. Molded upper and lower coolant hoses shall be installed. Flexible upper or lower coolant hoses are not acceptable and shall not be provided. OEM pressure relief valve type radiator caps (as opposed to solid radiator caps) shall be provided whenever available for the provided engine. . All nuts, bolts, clips, washers, clamps, and like fasteners shall be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion. The operating temperature of the thermostat shall be appropriate for this operation’s local conditions.

The cooling system shall be protected with highest quality heavy duty permanent type antifreeze in an ambient outside temperature of twenty-five degrees below zero Fahrenheit and shall permit efficient operation of the vehicle in an ambient outside temperature of up to one hundred ten degrees above zero Fahrenheit. Thus the coolant system shall protect the engine and facilitate cost-effective and efficient operation within the ambient temperature range of -25^{o} F. to 110^{o} F. The coolant overheat/recovery system shall be OEM-provided and the coolant shall be a 50-50 mixture of permanent anti-freeze and water.

The operator and/or maintenance professional shall have the opportunity, as a result of the location and design, to easily and effectively be able to check and fill/top-off the coolant fluid level from inside the front hood or engine compartment. The dipstick and filler cap shall be clearly marked using florescent tape or coatings so that they are clearly visible to the operator or maintenance professional.

SPECIFICATIONS FOR A HEAVY-DUTY FOUR-SPEED AUTOMATIC TRANSMISSION

The environment in which the vehicle will be operating is described below. The proposer shall configure the transmission to best and fully satisfy the stated operational needs of the purchasing system.

The vehicle will be typically operating at average cruising speeds ranging from 30 mph to 65 mph. The allowable speed limits on the roads in the service area range from 35 mph to 70 mph. The service area is typically hilly. Typical up and down grades encountered by vehicles on a daily basis range from 3 percent to 9 percent. The elevation of the service area ranges from 4000 feet above sea level to 7500 feet above sea level.

Temperature information in the service area by month is as follows.

Month	Average Low Temperature	Average High Temperature	Average Median Temperature	Comment
January	10	42	38	
February	20	48	42	
March	30	50	46	
April	35	65	58	
May	45	80	74	
June	60	95	88	
July	70	95	90	
August	70	95	90	
September	70	85	80	
October	50	75	70	
November	40	65	60	
December	20	50	45	

If the proposer requires any other environmental information about the service area and the operation in order to determine the most cost-effective and efficient transmission or transaxle components to bid, he/she shall be required to immediately request such information in writing and transmit it by an independent service agency which can verify the date of delivery. Such requests shall be received by the purchasing agency at least 2 weeks before the proposals are due. Purchasing agency will not respond to any inquiries received after the stated deadline. If the purchasing agency does not receive any written inquiry from the potential bidder by the stated date, it will assume that the provided information is completely sufficient for the proposer to prepare an effective bid and shall not incur or accept any responsibility for the provision of additional required information.

Vehicle shall be equipped with a heavy-duty four-speed automatic transmission. Vehicle shall be equipped with a fully compatible and integrated heavy-duty transmission fluid-cooling unit. The transmission and all elements shall be the heaviest duty OEM components available, appropriately sized for the vehicle GVWR when fully loaded, and capable of long-term performance under extensive heavy, start-and-stop, and demanding duty cycles. The transmission and the integrated transmission fluid-cooling unit of each vehicle in the “buy” shall be 100 percent exactly the same as all others in the “buy”. A comprehensive maintenance and parts manual for the transmission shall be provided with each vehicle. A comprehensive maintenance and parts manual for the transmission fluid-cooling unit shall be provided with

each vehicle. Each maintenance manual shall include a preventive maintenance schedule along with detailed information on how to repair the unit.

The accessibility device (wheelchair lift) shall be interlocked with the vehicle transmission to ensure that the vehicle cannot be moved when the manual or powered accessibility device is in its deployed position, and so that the accessibility device cannot be deployed unless the interlock systems are engaged. The transmission shall also be connected to a significantly audible beeper-type back-up alarm that sounds whenever the vehicle transmission is placed in reverse. The alarm shall be distinctive in sound and shall immediately attract the attention of each and every person within 150 feet of the backing vehicle.

SPECIFICATIONS FOR HIGHEST QUALITY OEM TYPE, HEAVY-DUTY EXHAUST SYSTEM

Each vehicle shall be equipped with a fully integrated exhaust system that fully and completely satisfies all applicable Federal, state and local laws including but not necessarily limited to noise and emissions.

The entire exhaust system including, but not necessarily limited to, the header pipes, the catalytic converter, connecting pipes, resonators, mufflers and tail pipes, along with all of the hanging and joining hardware, shall be outside the passenger compartment. The entire system shall be of the highest quality, heavy-duty OEM type. The entire system shall not be of a replacement type quality.

The tail pipe portion of the exhaust system shall be directed out of the rear of the vehicle and to the street side just behind the left rear wheels and/or behind the left rear mud-flap. Under no circumstances shall the tail pipe be directed toward the curb side of the vehicle and/or toward any passenger boarding areas.

Adequate clearances or heat protection shall be provided between any and all components of the exhaust system and fuel tanks, fuel lines, flexible brake lines and hoses, and any and all other flammable material, to prevent ignition and/or heat deterioration.

SPECIFICATIONS FOR AN ENGINE FUELED BY DIESEL

Each engine shall be 100% identical to all other engines provided in the buy. Each engine shall be of the most current model year.

The engine shall utilize diesel as its fuel and shall be sufficiently powerful to provide the vehicle performance required in these specifications, while all accessories are operating at their highest settings levels.

The vehicle manufacturer shall provide written certification that the installed engine in each vehicle fully and completely satisfies all applicable Environmental Protection Agency (EPA) noise, gas and smoke emissions, and toxic fume regulations.

Each engine shall be equipped with sufficient fuel and oil filters for efficient operation and to protect the engine between scheduled filter changes. All filters shall be of a disposable type and shall be easily accessible. It shall not be necessary for maintenance professional to have to dismantle items in order to get to, remove and replace any filters.

Fuel and oil lines, and hydraulic lines if used, within the engine compartment and elsewhere, shall be rigidly supported and shall be composed of stainless steel tubing where practicable. They shall be routed or shielded so that failure of a line shall not allow fuel or oil to spray or drain onto any component operable above the auto-ignition temperature of the fluid. Hoses shall be individually supported with clamps coated with electrometric material, and shall not touch one another or any part of the vehicle.

Each engine shall be equipped with the largest heavy-duty cooling system available from the OEM.

The metal fuel tank shall be securely mounted to the chassis to prevent movement during vehicle maneuvers but shall be easily removable for cleaning or replacement. The fuel tank capacity shall be large enough to provide a range of 350 miles on a single tank of diesel fuel. This can be accomplished either through one tank or a main tank plus an auxiliary tank subject to the approval of the procuring agency. If two tanks are used, they shall be manifold together in a manner to allow proper transfer of fuel and fuel filling from a single location. Two fuel filler ports are acceptable, provided such are the OEM chassis standard configuration**.**

The fuel filler pipe(s) shall be designed so as to permit filling to the full point at a high rate, from a standard dispensing pump, of foam-free fuel without splash back, or causing the nozzle to shut off before the tank is full.

The fuel tank shall be located in a protected area under the vehicle, well forward of the rear of the vehicle for protection from a rear collision, and shall incorporate a frame assembly and/or shield around the tank(s) to preclude puncture from road hazards or an accident. Fuel tank(s) shall not be located below wheelchair/mobility aid lift entrance door.

The fuel lines forward of the engine bulkhead shall be in conformance with Society of Automotive Engineers (SAE) standard J2043 for non-metallic tubing and J1958 for high-pressure steel tubing.

The fuel system as specified shall fully and completely satisfy Federal Motor Vehicle Safety Standard (FMVSS) 301. The vehicle manufacturer shall submit such certification with each vehicle delivered.

SPECIFICATIONS FOR REQUIRING A DRIVESHAFT RETAINER

The driveshaft shall be retained by a heavy-duty guard(s) to prevent any section of the driveshaft from entering the vehicle or striking the ground in case of driveshaft or universal joint

failure. The guard: shall be an appropriate thickness of steel to completely retain the driveshaft or any of its components in the event of a failure or accident; shall be securely bolted to the vehicle frame; and shall be appropriately coated to prevent corrosion and loss of performance capability during the life of the vehicle in operation within the designated service area with its inherent weather conditions.

SPECIFICATIONS FOR A HEAVY DUTY FRAME, HELPER SPRINGS, FRONT AND REAR STABILIZER BARS & GAS FILLED SHOCK ABSORBERS

Frame shall be of rigid steel construction. The frame and suspension shall be capable of supporting the weight of the vehicle, fully loaded with passengers, equipment and fuel, and equipment and all options installed, to the Vehicle's Gross Vehicle Weight Rating (GVWR), including all anticipated loads and stresses. The frame shall carry this weight without twisting as well as without flexing. The components hung from the frame, including, but not necessarily limited to, the exhaust system, the fuel lines, and the electrical wiring, shall be connected to the chassis frame by welding or bolting. The process of attaching these components to the frame shall not compromise its structural integrity. Vehicle shall be equipped with the manufacturer's heaviest duty front and rear gas filled shock absorbers and the heaviest duty front and rear springs available for the model ordered. The vehicle shall be equipped with the heaviest duty available front and rear stabilizer bars. Helper springs shall be added, to prevent any listing or leaning to the side of the vehicle on which the lift is located.

A GVWR for the overall vehicle and Gross Axle Weight Rating (GAWR) for the front and rear axles shall be specified by the manufacturer and shall be supplied to the procuring agency prior to the delivery of the vehicle.

OPTIONS: Price to install MOR Ride suspension on the rear $_____

SPECIFICATIONS FOR HEAVY DUTY ORIGINAL EQUIPMENT MANUFACTURER (OEM) POWER STEERING SYSTEM WITH TILT STEERING WHEEL

Provide vehicle with the heaviest-duty OEM power steering and an OEM factory-installed tilting steering wheel feature. All components of the steering system shall be the heaviest duty available for this vehicle. Power steering fluid reservoir and dipstick shall be easily accessible for normal checking and filing by the operator. Steering geometry and components shall be adjustable to maintain minimum driver effort while at the same time ensuring good drivability particularly with respect to self-centering and self-returning of the steering wheel. Play in the steering wheel shall not exceed one inch when properly adjusted. Power steering failure during vehicle operation shall not result in loss of steering control.

All belts shall be of the heaviest duty available from the OEM.

SPECIFICATIONS FOR A FOUR-CHANNEL ABS HEAVY-DUTY HYDRAULIC BRAKE SYSTEM, VEHICLES GREATER THAN 12,000 POUND GVWR

This specification is applicable to any other vehicle with greater than 12,000 GVWR when the purchaser requires a “Manufacturers” Anti-lock Braking System (ABS).

A parking brake shall be provided on each vehicle. It shall be the heaviest duty available from the OEM chassis manufacturer. If this capability is insufficient as a result of the increase in weight resulting from the modifications or the addition of the passenger compartment or any other situation, supplier shall identify the heaviest duty, most appropriate parking brake system and install it in the delivered vehicle(s). An independent testing laboratory to establish its capabilities shall test the non-OEM parking brake system. The independent testing laboratory shall certify that it is appropriate for the vehicle and shall have the certification signed and sealed by a registered professional engineer. The certification and all supporting items shall be submitted as part of the proposal by the bidder.

The parking brake activation device on each vehicle shall be safe and convenient to use by the vehicle’s operator.

The service brakes shall be the heaviest available four-channel Anti-lock Braking System (ABS) OEM self-adjusting hydraulic type power brakes provided with the original chassis. The terms “four-channel” and “4s4m” are synonymous, and refer to an ABS with one sensor controlling one modulator on each of the front wheels and one sensor controlling one modulator on each of the rear wheels. If this capability is insufficient as a result of the increase in weight resulting from the modifications or the addition of the passenger compartment or any other situation, supplier shall identify the heaviest duty, most appropriate four-channel ABS hydraulic service brake system and install it in the delivered vehicle(s). Service brakes shall be all disc type or disc type on front and drum type on rear. Service brake shall be at least the capacity needed to safely stop the vehicle and shall fully satisfy all Federal Motor Vehicle Safety Standards (FMVSS) and Society of Automotive Engineers (SAE) requirements.

The final manufacturer shall certify in its proposal that when fully loaded to its final rated GVWR, each vehicle will safely and effectively brake and stop itself as is necessary, and complies with the applicable provisions of the relevant FMVSS.

Additionally, the final manufacturer shall certify that all vehicles provided in the “buy” have been supplied with 100 percent identical “four-channel” ABS. The final manufacturer shall certify that the ABS design controls all four wheels with four sensors. Systems where the ABS design controls four wheels with three sensors or four wheels with two sensors shall not be accepted.

The final manufacturer shall permanently affix an engraved plaque with the letters “ABS” in high-contrast one-inch letters to the dashboard of the vehicle. The “ABS” reminder shall be affixed to a spot on the dashboard that is easily viewable by the operator and does not obscure the operators’ view of any of the instruments. The final manufacturer shall also supply a set of shop manuals for the ABS, identifying the OEM manufacturer, and detailing maintenance procedures and fault codes with each vehicle.

SPECIFICATIONS FOR TIRES WITH SPARE MOUNTED TIRE ON RIM

Each vehicle shall be equipped with 6 steel-belted seasonal radial tires on the heaviest duty available rims painted white, and fully balanced. The tires shall be of the size and type that are adequate for maximum anticipated vehicle loads and maximum anticipated speeds. Tires shall be appropriate for typical local weather patterns and roadway conditions experienced in the service area. Each tire shall be mounted on the appropriate heaviest duty available rims recommended by the base vehicle chassis OEM for the GVWR and tires specified. All tires and rims shall be of the same size and type and shall be interchangeable. Tires and rims shall be properly balanced. The type and size of tires shall be stated in the bid.

Each vehicle shall also be equipped, with 1 spare mounted tire on rims. All tires and rims, including the spare shall be of the same size and type, shall be identical, and shall be interchangeable. Tires and rims shall be properly balanced.

The spare mounted tire on rim shall be placed and firmly secured inside a protected location of the vehicle to prevent any movement while the vehicle is in operation and key locked to prevent theft. In this storage position it shall not interfere with the operator's control of the vehicle, the passengers' limbs or placement of feet, engine operation, operation of the lift, or access to any and all exits including emergency exits. In its stored location it shall not prevent the rear emergency door from being able to be fully opened as needed under all standard and emergency conditions.

The vendor along with other appropriate information shall provide the storage location for the spare mounted tire on rim so that the purchaser can evaluate whether it satisfies the specifications. Purchaser has the right to reject the vendor's recommendation and to request that a better solution be developed.

SPECIFICATIONS FOR HEAVY-DUTY OEM 32-GALLON (MINIMUM) DIESEL FUEL TANKS AND LINES

The proposer shall certify, and provide crash-test documentation with its proposal, that the vehicle as delivered fully complies with the applicable Fuel System Integrity regulations at 49 CFR 571.301. (System note: If the vehicle is purchased in a state or province with a state or province regulation for fuel system crash integrity) The proposer shall also certify, and provide documentation with the submitted proposal, that the vehicle as delivered also fully complies with the applicable State of New Mexico regulations.

The fuel system shall be the heaviest duty OEM fuel system available for this vehicle. The vehicle shall have a minimum capacity of 32 gallons of fuel in one tank. Proposer shall state and document the actual tank capacity and tank configuration in the submitted proposal.

Particular care shall be taken to avoid damage to the fuel tank(s) during and after installation of the wheelchair or mobility aid securement hardware, or any other equipment. As needed, extra precautions shall be taken so that the tank is protected from the flooring, wheelchair or mobility aid securement hardware, or any other equipment to prevent bolt ends, nuts and any other fasteners from ever damaging the fuel tank(s) or line(s). Any fuel tank(s)

breached during vehicle construction or modification activities shall be removed, discarded and replaced with a new fuel tank(s). Repair of the breached tank(s) by any means shall not be acceptable. Any modifications made to the OEM configuration of fuel tank(s) or line(s) during vehicle modifications/construction shall be fully documented and described in the submitted proposal.

Fuel line(s) shall be secured to the body or frame with metal fasteners in a manner which avoids pinching or chafing and shall have fastening supports sufficiently close to each other so that they prevent any sagging of the fuel line(s) between supports. To the extent possible, fuel line(s) shall be protected via placement inside the frame rails. Otherwise these lines shall be shielded from damage from rocks, debris, etc. from the road. Additionally, fuel lines shall not be heated as a result of their proximity to the exhaust system or any other source of heat.

The fuel system, including the fuel supply container shall be installed so that the lowest part of any component in the system, including protective guards, shall not be lower than the lowest edge of the vehicle differential housing under maximum spring deflection, or shall be within the guidelines of the National Fire Protection Association (NFPA), whichever provides for the greatest road clearance of the container.

The fuel cap(s) shall be the OEM-supplied model appropriate for this vehicle and secured to the vehicle. A locking fuel cap(s) shall not be provided. The fuel tank(s) shall be full of high quality fuel upon delivery to the stated delivery site.

The fuel inlet nozzle shall be located on the curb side (right side) of the vehicle toward the rear to allow easier access to fuel and to coincide with our fueling station facility set up.

The fuel system shall contain a fuel filter that is located in a position that minimizes the amount of time necessary for its maintenance/replacement. The maximum time necessary for a local maintenance professional to replace the fuel filter shall be 15 minutes. Maintenance professionals shall not have to remove or drop the fuel tank in order to gain access to the location of the fuel filter. If the use of an access door(s) is required, the door(s) shall be conveniently and accessibly placed so as to allow maintenance professional to easily and quickly replace the fuel filter. If the access door is in the floor of the passenger compartment, it shall not cause a tripping hazard. Any special tools necessary to replace the fuel filter shall be provided with each delivered vehicle. Special procedures shall be documented and provided in hard copy form with each vehicle.

SPECIFICATIONS FOR PROVIDING ALTERNATOR REQUIREMENTS

OEM dual 110 volt alternators are to be installed. Alternating testing procedures shall be consistent with SAE J56.

SPECIFICATIONS FOR OEM WIRING AND HARNESS

All vehicles shall be equipped with an electrical system including the wiring and harness that is fully and completely compatible with the original system designed and installed in the vehicle or chassis by the OEM, and of the same quality.

All electrical wiring passing through vehicle members shall be protected at the point of interface with elastometric grommets.

All circuits shall be protected with circuit breakers or fuses.

SPECIFICATIONS FOR OEM BASE VEHICLE ELECTRICAL CONNECTIONS

The entire vehicle shall be equipped with electrical connections consistent with the quality and functionality of the standard electrical connections used by the OEM manufacturer in the construction of the base vehicle or chassis.

SPECIFICATIONS FOR COLOR CODING OF ELECTRICAL WIRING REQUIREMENTS

All electrical wiring shall be insulated.

All insulated wiring shall be color coded for easy identification of system functions and permanently number coded at six-inch intervals with no duplication of numbers between functions. Color-coding shall be in conformance with all applicable Society of Automotive Engineers (SAE) standards. Each wire's gauge, color, and number code, and SAE type (GPT, HDB, SXL, etc.) shall be referenced on electrical diagrams covering all contractor-installed electrical systems and their connections to chassis OEM electrical system. Each vehicle shall be provided with a set of electrical diagrams.

All vehicles in the buy shall be identically wired in terms of color-coding and location.

SPECIFICATIONS FOR DUAL HORNS

The vehicle shall be equipped with dual horns with separate but compatible frequencies that achieve a 111 minimum decibel rating at 32 feet. A description of the horn system and the resultant decibel rating shall be submitted with the bid. Sound output tests shall be in conformance with applicable SAE standards and verified by the bidder.

SPECIFICATIONS FOR TWO HEAVIEST DUTY BATTERIES

Two maintenance free batteries, sufficient in size to provide necessary electrical power for engine starting and operations, and all electrical devices on the vehicle, under all operating and environmental conditions shall be supplied. They shall be of the heaviest duty capability that is available for the vehicle. The batteries shall conform to all specifications in SAE J537 and shall be located in an easy to access location. The location shall not cause battery or engines overheat conditions. Battery cables shall be utilized that shall conform to SAE J1127 specifications. A battery isolator or cut off switch must be installed so that one battery gives constant power to the MDT unit.

SPECIFICATIONS FOR A NO MAINTENANCE BATTERY

The battery shall be of the appropriate voltage, no maintenance heavy-duty type, with sufficient power to start the engine in all environmental conditions associated with the service area, and be capable of supporting all of the electrical accessories systems and equipment included in the vehicle during all types of operations.

The battery shall be placed and mounted in a location which is easily reached by a mechanic from a normal standing or leaning position without the need to move any vehicle components or equipment, or to have to significantly contort his or her body during service or replacement activities.

The battery shall be placed and mounted in a location that prevents them from becoming overheated as a result of all possible environmental conditions in the service area.

SPECIFICATIONS FOR METALLIC EXTERIOR BODY MATERIALS

External structural body materials shall be metallic. The metal used in construction of the vehicle's external body shall be prime commercial quality steel, zinc-coated steel, aluminum-coated steel, stainless steel, galvanized steel, aluminum or aluminum alloy.

The vehicle shall be capable of fully and completely satisfying FMVSS 220, rollover protection. A copy of the FMVSS 220 roll over protection test results, certified by a registered professional engineer, shall be available and submitted to the Purchasing Agency by the bidder as part of the proposal. The vehicle shall fully and completely satisfy the requirements of FMVSS 221. A copy of the FMMSS 221 sidewall joint strength test results, certified by a registered professional engineer, shall be available and submitted to the Purchasing Agency by the bidder as part of the proposal.

The body structure shall be adequately reinforced at all points and corners, where stress concentrations may occur, to adequately carry required loads and to adequately withstand road shock. The side and end forming shall be so designed and constructed that they will carry their full share of the stresses imposed without any damage and will absorb substantial and excessive impacts with as little damage as is practical.

Adequate reinforcement shall be provided around all doors, windows and other openings in order to transfer stresses around these openings.

The metallic exterior body shall be of sufficient strength to support 150% of the entire weight of the fully loaded (fuel, passengers, operator, and carryon) vehicle on its top or side, if overturned. The vehicle shall fully and completely satisfy the requirements of FMVSS 220. A copy of the FMVSS 220 roll over protection test results, certified by a registered professional engineer, shall be available and submitted to the Purchasing Agency by the bidder as part of the proposal. The vehicle shall fully and completely satisfy the requirements of FMVSS 221. A copy of the FMMSS 221 sidewall joint strength test results, certified by a registered

professional engineer, shall be available and submitted to the Purchasing Agency by the bidder as part of the proposal.

The vehicle body shall be attached to the chassis frame in such a manner as to prevent shifting or separation from the chassis under any types of operating conditions. Fiberglass front and rear caps are acceptable provided that the caps are installed to a metal structure or are completely reinforced with structural metal.

All ASTM Specifications applying to this method of body construction shall be fully satisfied or exceeded.

SPECIFICATIONS FOR A FIBERGLASS/PLASTIC EXTERIOR BODY MATERIALS

The body shall be formed by fastening structural sandwich panels (rear, front side and top) together to form a complete integrated body unit. The panels shall be made of honeycomb core material sandwiched between fiberglass/plastic sheets.

The body structure shall be adequately reinforced at all points and corners, where stress concentrations may occur, to adequately carry required loads and to adequately withstand road shock. The side and end forming shall be so designed and constructed that they will carry their full share of the stresses imposed without any damage and will absorb substantial and excessive impacts with as little damage as is practical.

Adequate reinforcement shall be provided around all doors, windows and other openings in order to transfer stresses around these openings.

The vehicle's body shall be attached to the chassis frame in such a manner as to prevent shifting or separation of the body from the chassis under any and all operating conditions.

After assembly of the body, the entire unit shall be completely coated with a gel or fiberglass coating to achieve a smooth, glossy appearance and to create a unitized structure precluding rattles or loose joints.

The fiberglass/plastic exterior body shall be of sufficient strength to support 150% of the entire weight of the fully loaded (fuel, passengers, operator, and carryon) vehicle on its top or side, if overturned. The vehicle shall fully and completely satisfy the requirements of FMVSS 220. A copy of the FMVSS 220 roll over protection test results, certified by a registered professional engineer, shall be available and submitted to the Purchasing Agency by the bidder as part of the proposal. The vehicle shall fully and completely satisfy the requirements of FMVSS 221. A copy of the FMMSS 221 sidewall joint strength test results, certified by a registered professional engineer, shall be available and submitted to the Purchasing Agency by the bidder as part of the proposal.

All ASTM Specifications applying to this method of body construction shall be fully satisfied or exceeded.

SPECIFICATIONS FOR CRASHWORTHINESS REQUIREMENTS

Each vehicle shall be designed, engineered, and constructed to contain an integrated structural steel framing system, including a roll cage, which is appropriately and securely fastened to the vehicle chassis.

Each vehicle shall fully and completely satisfy Federal Motor Vehicle Safety Standards 220 and 221. The vehicle manufacturer shall provide certification, signed and sealed by a registered professional engineer, that the procured vehicle was tested by an independent testing laboratory and found to be in full and complete compliance with FMVSS's 220 and 221. Each vehicle shall also fully satisfy all other applicable Federal Motor Vehicle Safety Standards and shall have all equipment required by the United States Department of Transportation and the Motor Vehicle Code of the State of New Mexico.

All posts in the body side and roof sections shall be of durable steel channel or steel box construction securely fastened to the under frame so that the entire frame shall act as one unit without any movement at the joining. The end posts shall be designed to resist shear. Joints shall be rigid.

A complete description of the roll cage and the frame, including a sketch, showing size, type, location, etc. of structural members shall be submitted to the Purchasing Agency as part of the submitted proposal. Description shall also include information on where and how the roll cage and frame is attached to the under frame (chassis).

All interior panels shall be riveted, welded, or otherwise fastened to the body frame. Exterior body seams shall be constructed in such a manner as to shed water and exterior panels shall have lap joints. All exterior joints and seams shall be protected by the application of a caulking compound. The body shall be sealed and made tight to prevent entrance of dust or moisture into the passenger and operator compartments.

Before assembling, all metal body parts shall be given a thorough multiple stage anti-corrosion treatment. All nuts, bolts, clips, washers, clamps, and like fasteners shall be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion. Exterior body panels shall be securely riveted, welded or fastened in place.

SPECIFICATIONS FOR HEAVY DUTY STEEL WHEEL WELLS

Heavy-duty steel wheel wells shall be provided. They shall be capable of contributing to the appropriate structural integrity of the body of the vehicle to fully satisfy the crashworthiness requirements of the vehicle as specified within this document. All joints shall be sealed for the designated life of the vehicle. Wheel wells manufactured of any materials other than heavy-duty steel are not acceptable. The structural strength and integrity of the body of the structure including the wheel wells shall be adequate to fully satisfy all requirements herein.

The dimension between the wheel wells in the passenger compartment shall be sufficient to allow for the aisle, seating and securement position specifications designated elsewhere.

Wheel well surfaces within the interior of the vehicle shall be covered with a fire retardant material that substantially resists abrasion from the repeated impact of mobility aids and passengers.

SPECIFICATIONS FOR A CENTER AISLE

A clear center aisle shall be provided and shall be adequate in width to allow passengers to freely move to and from their seats conveniently and without difficulty during normal service delivery or during or after an emergency or accident situation; allow passengers using wheelchairs or other mobility devices to freely move to and from their securement positions conveniently and without difficulty; and provide adequate space for emergency officials in the event of an accident or emergency to easily get to and from the location of all occupants, and especially those requiring medical treatment and or evacuation assistance.

Under no circumstances shall seating positions, securement positions or any other device or function block the center aisle.

SPECIFICATIONS FOR A CONVENTIONAL FLOOR (TREATED WOOD OR WOOD PRODUCTS)

The floor shall be engineered, designed and manufactured to be fully integrated into the body and structure of the vehicle. It shall be constructed of marine plywood, or some other equivalent wood product material treated to be water repellant and fire retardant. The floor shall contribute to the required crashworthiness of the vehicle.

The floor and all supporting components shall be fully integrated into the body of the vehicle and prevent air and moisture leaks into the passenger compartment.

The floor shall be weatherproof, produce minimal deflection during operational use, retain its original form and condition after repeated power washings, be sufficient in structural capability to allow the effective installation of seating, wheelchair and mobility aid securement devices, and capable of contributing to the appropriate crashworthiness of the vehicle.

The floor shall be coated on all sides to prevent rot and any other form of deterioration during the designated life of the vehicle and during any and all operational conditions.

The interior section of the floor and adjacent areas shall be insulated against noise.

The floor shall be fully and completely capable of effectively accepting the securement devices necessary to transport passengers using wheelchairs and other mobility aids, all ambulatory seating, and the operator's seat. There shall be no degradation of the performance

of the floor as a result of the installation of the securement devices, ambulatory seating or the operator's seat.

The floor and all supporting components shall not cause a tripping hazard for passengers or the operator.

The floor and its supporting components shall be free from defects and shall be constructed using the highest quality of workmanship.

The floor shall be fully functional and without deterioration throughout the entire designated life of the vehicle.

The floor shall contribute to the provision of a high quality of ride for passengers and the operator

SPECIFICATIONS FOR A NON-RIBBED VINYL FLOOR COVERING MATERIAL

The entire floor area shall be covered by a commercial, transit grade, non-ribbed, slip-resistant vinyl material sufficiently thick and durable to last the lifetime of the vehicle without replacement and able to maintain its slip-resistant properties over the life of the vehicle. It shall be installed with compatible adhesive and edge sealant. All joints shall be heat-sealed.

The non-ribbed vinyl floor covering shall be permanently bonded to the floor surfaces and shall be properly sealed to prevent moisture from getting underneath.

Where the floor covering interfaces with the side walls, seat anchorages, securement systems, seat belts, step treads and any other devices, the joint shall be constructed and installed to totally prevent the intrusion of moisture and debris for the designated life of the vehicle.

The floor covering material shall not cause a tripping hazard to passengers or the operator throughout the entire designated life of the vehicle.

The floor covering material shall not impede the movement of any passengers, including those using wheelchairs or other mobility aids.

Floor covering shall be neatly jointed to sidewall panel covering with a durable trim strip. Wheel housings shall be covered with the identical floor covering material.

Color of the floor covering material shall be (Altro #1807 Zephyr, Tarabus, or optional). It shall also be compatible with the seating color and the color of all other interior surfaces. The flooring shall run up the side walls to a height of 15” or to the seat rail, whichever is higher.

The floor covering shall be sufficiently thick to last the lifetime of the vehicle without replacement, and able to maintain its non-skid properties over the designated life of the vehicle.

SPECIFICATIONS FOR STEP REQUIREMENTS PREFERRED

The height of the first step from the roadway surface shall be a maximum of 12 inches. The height of each step riser shall be 9 inches, and the height of each riser shall be exactly the same. The depth of each step shall be a minimum of 10 inches, a maximum of 12 inches, and the depth of each step shall be exactly the same. The width of each step (side to side) shall be a minimum of 36 inches, and the width of each step shall be exactly the same. The steps, the step well system, and any and all parts within or attached to the step well system shall not cause a tripping hazard to patrons or operators.

SPECIFICATIONS FOR NON-RIBBED VINYL STEP COVERING MATERIAL

Tread surfaces of the front service entrance steps shall be covered by a commercial, transit grade non-ribbed, slip-resistant vinyl sufficiently thick to last the lifetime of the vehicle without replacement and able to maintain its slip-resistance properties over the life of the vehicle.

All step edges shall be covered with bright white, yellow, or orange molded-in step edge nosing over the width of the step, with minimum or no taper into the butting riser covering.

The non-ribbed vinyl step covering shall be permanently bonded to the step surfaces and shall be properly sealed to prevent moisture from getting underneath.

All seams in the material shall be heat welded.

SPECIFICATIONS FOR MODESTY PANELS AND KICK PANELS

Appropriately kick and modesty panels, as needed, shall be provided directly behind the operator’s position to provide adequate protection from passengers moving or falling into the operator during sudden stopping or swerving maneuvers or during accidents.

Appropriately kick and modesty panels, as needed, shall be provided on both sides of step wells and doorway areas to provide a maximum amount of privacy to passengers sitting adjacent to them while wearing skirts or dresses.

Appropriately kick and modesty panels and mountings shall withstand typical kicking, pushing, and pulling loads of ambulatory passengers (85th percentile weight), and passengers using wheelchairs or other mobility devices (85th percentile weight), without permanent visible deformation.

SPECIFICATION FOR DOUBLE-FOLD PASSENGER DOOR WITH MANUAL (ELECTRICAL OPTIONAL) CLOSER

Each vehicle shall be equipped with a passenger entrance door on the curbside. It shall have a clear opening height of at least 75 inches minimum, 78 inches desired, from the lower step surface to the top of the header. The clear opening width of the door shall be 30 inches minimum, exclusive of passenger assist grab rails. The opening shall be structurally reinforced for strength and rigidity.

Each passenger entrance door shall be operated manually. (Electrically powered optional). The door shall be a two-leaf, swing-out type equipped with a power assist mechanism controlled by the operator. There shall be a manual override for emergency use. The door shall be equipped with positioning adjustments. Positive stops to limit door travel in the open position shall also be provided. The entry doors shall be rigid over their full height with heavy-duty, rugged, and durable hinging and attachment to the supporting structure. The door design shall provide for adjustments to allow proper alignment.

The passenger door shall be operated by the operator's right hand from the operator's position (two-position switch optional with electrically powered doors). Door control shall be easily within arms reach of a 50th-percentile female operator. Provision shall be made for locking and unlocking the entrance door with quality transit grade key-type locks, except if the entrance door is automatically securely locked when in the fully closed position, and if an operator's side door is provided. Locking device(s) is subject to review and final approval by the Procuring Agency.

Pivot points on the doors and door shafts shall have bushings or bearings that are either permanently lubricated or equipped with zerk type fittings for lubrication. The structure of the doors, they’re mounting, inside and outside trim, and any exposed mechanisms shall be of durable, corrosion-resistant material that is rigidly reinforced.

The forward door area shall be protected from road hazards and curbs by a section of stainless steel decking material. The size and location of the material shall be subject to the Procuring Agency's review and approval. Bidder shall provide a specific proposed design in its proposal.

Meeting edges of doors shall be equipped with two-inch wide extruded elastomeric edge seals, on each door section, that overlap to form a tight seal. Upper and lower edges of doors shall be tightly sealed against the entrance of air drafts and water, including spray from commercial vehicle washing equipment and during all times the vehicle is in service up to maximum speed. All materials used for weather sealing shall be designed to withstand varying temperature extremes, road splash and roadway salt, and other exterior elements without cracking, leaking, loosening or deteriorating.

Entrance doors shall be equipped with upper and lower glazing of adequate size placed to provide the operator with maximum right side vision, and to allow the operator to see and

judge the curb location when stopping. Glazing shall conform to all FMVSS and State Motor Vehicle Safety Standards.

Extended steel or aluminum doorframes shall be completely covered by the roof shell assembly, and shall be integrated in such a manner to maintain the roof and body aerodynamic design. A cushioned door header pad shall be provided on the inside, over the entrance door and covered with upholstery material that matches the interior color scheme.

The door unit shall be fully functional for the entire designated life of the vehicle.

SPECIFICATIONS FOR A MAXIMUM NUMBER OF EMERGENCY ACCESS WINDOWS

Each passenger seating and securement position shall have a window near it so those passengers can view the scenery while in transit. The number of available windows shall be maximized while still providing space in the body for an effective rollover protection device such as a structural cage that is welded or bolted to the frame.

Other than those items specifically addressed in this specification, the vender shall provide emergency access windows in the vehicle according to Federal Motor Vehicle Safety Standard (FMVSS) 217. If any clarification is needed, proposing vendor shall submit questions in writing to the procuring agency, well before the proposal due date so that written answers can be reasonably generated and sent to the questioning vender.

All windows placed in the walls parallel to the centerline of the vehicle shall be emergency access side windows. They shall be placed so that every passenger, including those positioned in securement areas, has a view of the outside environment.

Emergency access side windows shall be securely mounted to the primary structural framing of the body. Each window opening shall fully satisfy all applicable provisions of FMVSS 217. Each window shall be easily replaceable and shall be sized so that they are interchangeable to the maximum extent possible with non-emergency access side windows.

Emergency access side windows shall incorporate full emergency push out capabilities with hinges along the upper edge of the window and frame unit. Each shall be equipped with two quick release mechanisms. One along the right and one along the left outer parallel edges of the window in locations that will be fully accessible to vehicle occupants after an accident or during an emergency. Concise and clearly written instructions for the proper opening of the emergency windows shall be permanently marked on metal plates, attached to the body side walls or window framing, located within six inches of the release mechanisms, and clearly visible within the viewing area of seated passengers and passengers using mobility devices in securement positions. Instruction information shall be placed on each plate twice, once in normal orientation and once upside down, so that in the event the vehicle overturns in an accident, occupants will be able to read the instructions. The wording on the sign, its size and its mounting location shall be proposed in the vender’s proposal and shall be subject to final approval by the procuring agency.

Each emergency access window and frame shall be fully self-draining of rainwater and all other forms of precipitation. It shall be designed to reasonably prevent the intrusion and collection of debris. With appropriate reasonable maintenance as designated by the vender and provided by the owner, the emergency access windows shall be functional when needed after an accident or during an emergency. Maintenance information shall be provided designating the activities required to be preformed by the owner and their frequency in order to maintain the functionality of the emergency access windows.

Emergency access windows shall be easily released from the inside by vehicle occupants; shall be releasable from the outside by reasonable force exerted by emergency officials; shall be large enough to allow any injured occupant to be transported through while on a backboard or stretcher; and shall be large enough for an emergency official in typical dress to be able to easily move through and into the interior of the vehicle.

SPECIFICATIONS FOR WINDOW TINTING

Windshield glazing shall be laminated safety glass uniformly tinted a standard optical gray-green color. The upper portion of the windshield above the operator's field of vision shall have a dark, shaded band to screen visible, infrared, and ultraviolet light.

All other glazing shall be safety glass AS2 rated or better and shall be uniformly tinted a standard optical gray-green color with 30% light transmittance and fully satisfy any and all appropriate State, Federal, and Local laws.

SPECIFICATIONS FOR A REQUIRED THERMAL INSULATION VALUE ("R" VALUE)

The vehicle's passenger compartment shall be completely insulated to minimize thermal transfer from outside to inside and from inside to outside. Insulation material used between all inner and outer body panels shall be fire-resistant and sealed to minimize entry of moisture and to prevent its retention in sufficient quantities to impair insulation properties. Insulation properties shall be unimpaired by vibration compacting or settling during the specified life of the vehicle. The insulation material shall be non-toxic, non-hygroscopic, and resistant to fungus and the breeding of insects. Fiberglass insulation shall be sealed in bags. Insulation material used inside the engine compartment shall be fire-resistant and shall not absorb or retain oils or water. Extra Insulation shall be provided for engine compartment doghouse and shall prevent excess transferring of engine heat and fumes.

The combination of inner and outer body panels on the sides, roof, and ends of the vehicle, and any material used between these panels shall provide thermal insulation sufficient to fully and completely satisfy the interior temperature requirements of these specifications. The vehicle body shall be thoroughly sealed so that the driver and passengers, during typical operations, cannot feel drafts when the passenger doors are closed.

Insulation with an insulating factor of R-8 minimum shall be installed without gaps between all body side, front and rear walls, the upper roof and extensions, and the inner ceiling headliner.

SPECIFICATIONS FOR LOW ALLOWABLE INTERIOR AND EXTERIOR NOISE LEVELS SPECIFIED

The vehicle-generated interior noise level experienced by any passenger at any seat location in the vehicle shall not exceed 60 dBA. This is under the following conditions a full passenger load, all accessories operating at a maximum level, the vehicle in full power acceleration, the vehicle at or below 35 mph, and the point just before the transmission up shifts.

Airborne noises generated by the vehicle and measured from either side shall not exceed 70 dBA under full power acceleration when operated at or below 35 mph at curb weight and just prior to transmission up shift. The maximum noise level generated by the vehicle pulling away from a stop at full power shall not exceed 70 dBA. The vehicle-generated noise at curbside shall not exceed 70 dBA. If the noise contains an audible discrete frequency, a penalty of 5 dBA shall be added to the sound level measured. All exterior noise readings shall be taken 50 feet from, and perpendicular to, the centerline of the vehicle with all accessories operating. Instrumentation and test sites and other general requirements shall be in accordance with SAE Standard J366. The pull away test shall begin with the front bumper even with the microphone. The curb idle test shall be conducted with the rear bumper even with the microphone.

SPECIFICATIONS FOR SAFETY BELT (LAP BELT AND SHOULDER BELT COMBINATION) FOR OPERATORS, AMBULATORY SEATS ADJACENT TO WALL, AND LAP BELT FOR ALL OTHER SEATS, ALL AUTOMATICALLY RETRACTING

Safety belts, which fully satisfy all applicable Federal, state and local laws, shall be included at each seat location, including operator seats, on all vehicles. Safety belts for operators shall always be retractable shoulder and lap belt combinations. Each forward-facing, ambulatory seat adjacent to a wall, including foldaway seats, shall be individually equipped with a retractable shoulder and lap belt combination like the one installed for the operator. Retractable shoulder and lap belt assemblies shall be easily adjustable, and of sufficient length to accommodate operators and passengers ranging in size from the 5th-percentile female to the 95th-percentile male, and including persons of a very stocky nature and short and tall stature. These safety belts shall fully satisfy all applicable Federal regulations, including FMVSS 208, 209, and 210. Safety belts shall be firmly secured to the vehicle, so as not to come loose or to fail in any possible situation, including but not necessarily limited to an accident, or emergency situation. Floor anchored safety belts shall not be used.

Each ambulatory passenger seat not adjacent to a wall, including the foldaway seats, shall be individually equipped with an automatically retracting lap belt, which satisfies FMVSS 208. The lap belt assembly shall be easily adjustable, and of sufficient length to accommodate

passengers ranging in size from the 5th-percentile female to the 95th-percentile male, and including persons of a very stocky nature and short and tall stature. All lap belts shall be equipped with positive heavy-duty retractors, and shall be firmly secured to the vehicle, so as not to come loose or to fail in any possible situation, including but not necessarily limited to an accident, or emergency situation. Safety belt/retractor assemblies shall be installed in such a way that, when in use, the length of each strap is equalized. Floor anchored safety belts and lap belts shall not be used.

All safety belt and lap belt design, material and hardware, up to their point of attachment, shall comply with the requirements of FMVSS 209. Safety belt assembly anchorage shall comply with the requirements of FMVSS 210. Written documentation outlining test procedures and results shall be prepared by a Professional Engineer and/or test laboratory certifying compliance with the requirements of this section. The Bidder shall provide these documents for approval by the Procuring Agency. Two permanent seating positions shall have 90" belts installed, and they must be of a different color than the other belts.

SPECIFICATIONS FOR SAFETY BELT CUTTER (TO BE SHIPPED SEPARATLEY)

Each vehicle shall be equipped with one Tie Tech, Inc. Safecut Webbing (safety belt) Cutter, or approved equal. This [each] safety belt cutter shall be mounted using the component Velcro strip in a position(s) that is accessible and visible to the operator, passengers, and emergency personnel in the front. The mounted location of the safety belt cutter shall not interfere the vehicle operator's visibility. Provision shall be made for theft prevention when vehicle is not in use.

If bidder is interested in submitting a request for an approved equal, full documentation of the proposed device and its capabilities shall be submitted to the purchaser along with an example of the actual cutter as part of the bid. Purchaser reserves the right to reject requests for approved equals.

SPECIFICATIONS FOR AN ORIGINAL EQUIPMENT MANUFACTURER (OEM) INSTRUMENT PANEL FOR VEHICLE WITH HYDRAULIC BRAKES AND POWER LIFT

The operator's instrument panel shall include, but not be limited to, a speedometer, odometer, upper beam headlight indicator, left and right turn signal indicators, hazard flasher, fuel gauge, and ammeter or voltmeter. The instrument panel shall also contain either gauges or warning lights (agency to select gauges or lights, gauges are better but lights are cheaper) indicating oil pressure, brake system pressure and water temperature. An indicator light shall illuminate when the lift or ramp system interlock is properly engaged, broadcasting that the lift may be operated. The instrument panel shall be adequately lighted. There shall be no glare off the instrument panel that would interfere with the operators' visibility.

If the vehicle is equipped with ABS brakes, the supplier shall permanently affix an engraved plaque with the letters "ABS" in high-contrast one-inch letters on a spot easily visible to the operator on the dashboard.

SPECIFICATIONS FOR REQUIREMENTS FOR AN AIR COMFORT SYSTEM

This vehicle shall operate within 30 miles in any direction from the center of Albuquerque. Table #2 illustrates the average highs and lows of temperature and humidity levels for each month of the year within the service area.

Table #2: Environmental Conditions in Service Area

Month	Average High Temperature	Average Low Temperature	Humidity Range
January	42	10	5
February	48	20	5
March	50	30	8
April	65	35	8
May	80	45	5
June	95	60	4
July	95	70	4
August	95	70	4
September	85	70	5
October	75	50	6
November	65	40	6
December	50	20	6

The elevation above sea level of the service area is 5500 feet.

The air comfort system shall be capable of achieving all of the specifications herein, and with consideration for positive and negative extremes beyond the historical averages.

Vehicle(s) shall be equipped with a multi speed positive flow (fan assisted); fresh air ventilation system sufficient in capacity to provide a complete exchange of the air within the passenger compartment every 2 minutes.

During the months November through May and within 7 minutes after starting a vehicle in a non-operating storage position that is unprotected from the outside ambient weather conditions, the heating system shall have the ability to continuously and constantly maintain all locations and spaces within the interior of the vehicle at a temperature of between 65 and 70 degrees Fahrenheit at locations 48 inches above the floor of the vehicle. There shall be no hotter or cooler locations or spaces at this level within the interior of the vehicle. This capability shall be available and provided during all occasions of operation, including up to 6 door openings per hour to board and/or deboard passengers, each door opening lasting up to 3 minutes in duration.

Heater supply lines: shall be fully supported to prevent chafing due to vibration and rubbing; shall not rub against the chassis, body or any other members of the vehicle; shall not interfere with or restrict the operation of any engine function; shall, when hoses are used, use hoses which conform to SAE Standard J20e; and shall be shielded to prevent the operator or passengers from being scalded in the event of bursting.

Heater system supply lines shall be equipped with shut-off valves in both the pressure and return lines. Shut-off valves shall be capable of being operated by hand without the aid of a mechanical device.

During the 7 minute warm-up period specified above, the defrosting system shall be capable of melting all ice on the windshield so that it can be completely removed with the windshield wipers or pushed off the windshield by the operator with the aid of a hand held snow brush. During any and all periods of incipient fogging or frosting of the interior of the windshield and the windows to either side of the operator, the air comfort system shall upon activation be capable of immediately defogging or defrosting the glazing and shall be capable of maintaining the defogged and/or defrosted condition whenever the defogging/defrosting feature of the air comfort system is activated by the operator.

During the months June through August and within 10 minutes after starting the vehicle in a non-operating storage position that is unprotected from the outside ambient weather conditions, the cooling system shall have the ability to continuously and constantly maintain all locations and spaces within the interior of the vehicle at a temperature of between 15 and 20 degrees Fahrenheit below the outside ambient temperature. This temperature range shall be maintained at all locations 48 inches above the floor of the vehicle. There shall be no hotter or cooler locations or spaces within the interior of the vehicle at this level. This capability shall be provided during all occasions of operation, including up to 6 door openings per hour to board and/or deboard passengers, each door opening lasting up to 3 minutes in duration.

All treated air fan units shall be carefully placed in locations on the vehicle that prevent passengers and or the operator from becoming burned while sitting in an ambulatory or securement position. All moving parts shall be shielded to prevent passengers or the operator from becoming injured if they come into contact with any item within the air comfort system.

Vender shall provide as part of the submitted bid a detailed drawing of the layout of the interior of the vehicle with the exact location and size of all heating and cooling fans and ductwork. All air comfort devices shall be carefully designed and installed to prevent sharp edges, to prevent injury to vehicle occupants and to prevent tripping. The procuring agency reserves the right to direct the bidder to modify the location of the devices if they are determined to be in places that are inherently unsafe.

Recommended system: Carrier 553 or approved equal. Upon installation of approved equal, if after testing we are not satisfied with its performance it needs to upgraded to meet our satisfaction. At a minimum, the unit must have OEM standard rear heat and rear air conditioning.

SPECIFICATIONS FOR A NON-REGISTERING FARE BOX

A fully complete non-registering fare box that accepts coins, tokens and paper currency shall be installed on each vehicle. Each vehicle shall be delivered with a spare fare box vault that is identical to the one in the fare box. Two sets of keys necessary to open the vault shall be provided with each vehicle.

The fare box shall be located as far forward as practicable and shall not obstruct any passenger traffic, especially passengers using any or all wheelchairs, or other mobility aids.

The fare box shall be capable of being moved from vehicle to vehicle as needed by the purchaser and shall have a fully functional life of at least 10 calendar years.

Copies of user and maintenance manuals shall be provided with each vehicle. The names and addresses of companies that are specifically trained to provide service and parts for the fare box shall be provided.

SPECIFICATIONS FOR FIRE EXTINGUISHERS AND BRACKETS

Each vehicle shall be equipped with a fully charged and operational, ABC-rated 10 pound fire extinguisher. The unit shall be securely fastened to the vehicle within easy reach and use of the driver, and be accessible to passengers. The device suitable for securing the fire extinguisher [bracket(s)] shall be capable of maintaining the fire extinguisher in place during all operational conditions (including, but not necessarily limited to accidents, and emergency and typical maneuvers), and prevent the extinguisher from becoming a projectile. The mounted location of the fire extinguisher shall not interfere with passenger's limbs or placement of feet and shall not interfere with the movement of passengers and/or mobility aids, including wheelchairs. The storage location, and/or the fire extinguisher in the storage location shall not cause a tripping hazard or any other danger to passengers or the operator. The fire extinguisher shall not be mounted on any door within the vehicle.

Each extinguisher shall display a current inspection tag or sticker. The extinguisher shall be equipped with a visible gauge indicating its charge level. Provision shall be made for theft prevention.

All edges of the fire extinguisher and mounting bracket shall be protected and padded to prevent harm to any passenger or operator during any and all conditions of operation.

SPECIFICATIONS FOR SEAT DESIGN USING VINYL SEATS

All passenger seats shall be covered with durable and washable vinyl, and fully padded for occupant comfort and retention. The vinyl shall remain in a fully usable condition without tears or worn spots from the designated use for the local system for the entire designated life of the vehicle. The seat and safety belt anchorage shall be neat, shall not cause a tripping

hazard, and shall fully satisfy Federal Motor Vehicle Safety Standard (FMVSS) 210. All passenger seats shall be equipped with certified safety belts and shoulder harnesses with automatic retractors that fully satisfy FMVSS 209.

All materials in the seat cushions shall fully satisfy with the flammability requirements of FMVSS 302.

Jump seats are flip-down seats for ambulatory passengers that are installed at the securement positions for passengers using wheelchairs or other mobility aids. A maximum number of usable jump seats shall be installed in a forward facing orientation at these locations. The seats shall be safely and securely attached to the vehicle sidewall in both their deployed and stored positions. A typical male or female operator shall easily move them to and from their deployed positions. A safe and secure spring, pin, or lever type device shall be used to keep the jump seat in the up position while the vehicle is in motion, and shall be designed as to prevent any rattling of the jump seat or jump seat supports. If a spring, or other type of mechanism, is used to return the seat from the horizontal to the vertical position, the return mechanism shall not create a safety hazard for a passenger arising from the jump seat. They shall be equipped with standard safety belts including a shoulder harness and retractors. They shall not interfere with the use of the securement position by a passenger using a wheelchair or other mobility aid. The belt shall be equipped with a retractor or other device that keeps the belt webbing or strap off the floor when the belt is not in use.

Jump seats shall be attached to the interior wall of the vehicle and shall project no more than 12 inches into the vehicle interior, as measured from the junction of the floor and the wall.

Each jump seat shall have a vinyl-covered cushion on the seat and seat back. The color of the seat and seat back cushion shall be the same as those of the regular passenger seats. Jump seats shall be of sturdy design and construction. Each jump seat shall accommodate one or two seated adult passengers with reasonable comfort and safety.

The passenger seats shall have not more than two inches of deflection when occupied. There shall be no pinch points that could injure the operator or passengers. The passenger seat frame assemblies and their supporting structures shall be constructed and mounted so the space under the seat is maximized for passenger leg room and to increase the maneuvering room for passengers using wheelchairs and other mobility aids. The passenger seat frame assemblies and their supporting structures shall be free of unnecessary obstructions to facilitate cleaning. Passenger seats shall have the following dimensions:

Length	17 inches Minimum
Seat Height	16-18 inches
Seat Cushion Slope	5 degrees to 11 degrees
Seat Back Slope	8 degrees to 15 degrees
Hip-to-Knee Room	28 inches minimum
Pitch	As required to obtain Hip-to-Knee Room
Seat Back to Floor	43 inches maximum

Passenger seat backs and cushions on each side of the vehicle shall be fully interchangeable with all others on that side of the vehicle. Each seating module, including foldaway seats, shall have full spring suspension systems on both bottom cushions and backs. Seat bottoms and backs shall have individually contoured foam cushions with a minimum thickness of 1.5 inches, incorporating full lumbar support, and upholstery designed to retain the passenger in an effective manner. Foam cushion material shall be dense, transit grade, material in full compliance with ASTM Standard D 3675.

Seat upholstery covering shall be Predictions 2000 transit grade vinyl or approved equivalent. Seat upholstering, both back and bottom cushion, shall be horizontal or combination vertical and horizontal stitch quilted. In addition, the front of the bottom cushion shall be rolled. Upholstery coverings shall be totally interchangeable between all seats, excluding flip-up seats. All upholstery shall be capable of being changed-out in 15 minutes or less, without special tools or removing the seat frame structure from the vehicle.

Seat upholstery color shall be Predictions 2000 Oakwood #1147 color (or approved equivalent) to harmonize with the general interior color scheme of the vehicle. There shall be sufficient contrast to that of the floor to provide for depth perception by passengers with visual impairments.

A seat cushion retention system shall be employed to prevent seat cushions from disengaging from the seat frames in the event of an accident or an emergency-braking maneuver. Each seat cushion retention system shall be capable of withstanding a vertical load equal to a minimum of five times the weight of the cushion. The retention system shall also be capable of withstanding a forward or rearward load of 600 pounds.

The backs of all seats of a similar size shall be the same width at the top and the same height from the floor, and slant at the same angle with the floor. Foldaway seats shall also fully satisfy the above specifications. In addition, each foldaway seat shall be equipped with a spring-loaded automatic latching device to prevent the bottom cushion assembly from returning to the horizontal position. The locking device shall be constructed to enable manual release to prevent accidental return during use.

Integrally molded vinyl padded grab handles shall be provided individually on each seat back or across the top of the back of all forward facing seating position. The grab handles shall have a cross-sectional diameter between 1.25 inches and 1.5 inches or shall provide an equivalent grasping surface, and have eased edges with comer radii of not less than 1/8 inch. Grab handles shall be placed to provide a minimum 1.5 inches knuckle clearance from the nearest adjacent surface.

All metal surfaces of the seat frame assembly and support(s) shall be chemically cleaned, iron-phosphate, and electrostatically painted and baked to provide a rugged, long-lasting, rust-resistant surface. All hazardous surfaces shall be padded or protected by high-impact thermoplastic enclosures. All seats shall be anchored through the floor with 3/8-inch grade 5 minimum, bolts and nuts with lock washers, and reinforcement washers or plates, or by a method providing equivalent strength.

Passenger seats, including seat coverings, cushions, and structure shall essentially fully satisfy the durability, strength and safety requirements of the FMVSS.

The bidder, in its proposal, shall include a certification signed and sealed by a registered Professional Engineer that an Independent Testing Laboratory tested the components and found them to be in full compliance with the Federal requirements and these specifications.

The Contractor shall provide, with its proposal, floor plan/seating arrangement drawings that are to scale, and fully satisfy the passenger seating requirements of these specifications. Plan view and side view drawings shall be provided. Drawings, as a minimum, shall show the location and dimensions of all seating positions (height, width, knee room, etc.), operator's position, doors, ramp, windows, wheel housings, modesty panels, stanchions, grab handles, and all other passenger assists. In addition, all major body interior dimensions shall be shown. Proposed seating arrangement plans will be reviewed by the purchasing agency. Award of a contract will not occur until the seating layout and design has been evolved to fully satisfy the requirements of the procuring agency. Any supplier unable to satisfy the needs of the agency will not be offered a contract.

SPECIFICATIONS FOR A MECHANICAL SUSPENSION OPERATOR'S SEAT (Ford OEM power base seat)

The operator's seat shall be of the utmost comfort and adjustable so those persons ranging in size from the 95th percentile male to the 50th percentile female may safely operate the vehicle. The operator's seat cushion shall have a minimum width of 18 inches, a length of 16 to 18 inches, and a rearward down-slope of 0° to 10°. The operator's seat back height, measured from the point of intersection of the uncompressed seat cushion with the seat back to the top of the back, shall be approximately 18 to 22 inches. There shall be an integral headrest. The angle formed between the seat back and the seat cushion shall be adjustable in the range of 95° to 120°. The height of the seat platform shall be adjustable so that the distance between the top of the uncompressed seat cushion and the floor may vary between 17 and 21 inches. The slide back and forward must be 7".

The seat shall be six-way adjustable forward, rearward, up, down and recline. While seated, the operator shall be able to make all adjustments by hand without complexity, excessive effort, or being pinched. Mechanisms shall hold the adjustments and shall not be subject to inadvertent changes. The full fore and aft range of seat adjustment shall be accommodated with no interference or pinching hazard between any grab rails or stanchions, with the seat in its rearmost position and the seat back tilted at 10° from vertical. The seat shall be positioned so that the minimum distance between the steering wheel (at rearmost rim bottom) and the backrest is 12 inches.

The operator's seat shall be contoured to provide maximum comfort for the designated operational life of the vehicle. Cushions shall be fully padded with at least three inches of foam in the seat bottom and back. Upholstery shall be flame retardant, transportation grade fabric.

All visually exposed metal on the operator's seat, including the support or pedestal, shall be painted steel, unpainted aluminum or stainless steel. The seat shall be equipped with a combination lap and shoulder safety belt assembly that automatically retracts the safety belts.

The seat shall minimize vibration and absorb road shock by means of an or a combination spring/hydraulic shock absorber system and shall provide for automatic adjustments due to an operator's weight.

The seat shall include a continuous range adjustable backrest, seat cushion height and slope, and fore and aft seat controls. In addition, it shall be equipped with a vertically adjustable headrest, right and left-hand armrests, suspension system dust cover, retractable safety belts, and an adjustable pneumatic or mechanical lumbar support.

Safety belt retractors shall be fastened to the seat support framing so that the operator may adjust the seat without the need to reset the safety belts. The color of the operator's seat shall be a shade to match or coordinate and harmonize with the color of the passenger seats and the interior color scheme of the vehicle. Safety belt color shall be that of the passenger safety belts

The operator’s seat shall fully satisfy the requirements of Federal Motor Vehicle Safety Standard (FMVSS) 302, Flammability of Interior Materials. The provided seat anchorage system, and lap and shoulder safety belt system shall also fully satisfy all applicable Federal and State standards and requirements, whether or not they are referred to here.

The seat shall be compatible with any requirements set forth by the original equipment manufacturer of the chassis.

SPECIFICATIONS FOR REQUIRING STANCHIONS

Stanchions shall be sufficient in number, location and function to permit safe on-board circulation, and standing and seating assistance to all passengers and the operator. They shall be available to assist all passengers and shall not interfere with the movement of any passengers including individuals using wheelchairs or other mobility devices as they migrate to and from the lift and/or the securement positions.

Stanchions shall be provided in the entrance to the vehicle in a configuration that allows persons with disabilities to grasp such assists during the boarding process, and to continue using such assists throughout the boarding and fare collection process and to facilitate movement within the interior of the vehicle.

All stanchions shall be padded and have a cross sectional diameter sufficient to provide the structural strength and rigidity to be able to perform safely and completely throughout the entire specified life of the vehicle. When stanchions interface with other items within the vehicle interior, they shall be designed to provide assistance to any and all passengers, be

integrated into the modesty panel system, be integrated into the grab handle system, be integrated into the ceiling mounted hand rails, and be placed to provide a minimum of 1 1/2 inches knuckle clearance from the nearest adjacent surface.

Stanchion padding shall be of an adequate design to minimize an injury to a passenger striking a stanchion in an accident or emergency situation, and to withstand any and all repeated usage as a handhold in any and all operations.

Stanchions shall be constructed of stainless steel or stainless steel clad tubing and capable of withstanding any and all repeated usage as a handhold in any and all operations during the specified life of the vehicle. Overall design of stanchions including thickness, color and material of padding, and locations shall require the review and approval of the Procuring Agency prior to production. Bidder shall submit fully dimensioned drawings and descriptions of the stanchions as part of the proposal.

All stanchions shall be properly supported by structural metal and held in place with slip joints sufficiently overlapped to keep stanchion from sliding out. All stanchions shall extend to the roof, be securely fastened to the roof bows or reinforced roof panels, and be fully integrated into the ceiling mounted handholds. There shall be a 1/4-inch travel before each stanchion bottoms in the socket. All fittings shall be stainless steel and the finish of fittings shall match the stanchions as near as possible. Each "T" connection shall be rigidly fixed with stainless steel bolts to prevent the "T" joints from slipping. The seam in the stainless steel tubes, and the padded covering on the tubes shall be turned in to be out-of-sight as far as possible.

A diagonal support railing stanchion shall be provided at the right (front) of the step well to assist passengers in climbing and descending the steps or ramp in the boarding and de-boarding area. The diagonal support shall not be padded. A padded, floor-to-ceiling stanchion shall be located at the left rear of the step well.

A padded guardrail shall be provided in back of the operator's seat from the sidewall to a padded vertical stanchion as part of the system. The rail shall be 30 inches above the floor. This rail shall not interfere with the operator's seat in any position, and the vertical stanchion shall be located to provide maximum aisle width. The rail and stanchion shall both be padded. A rigid modesty/barrier panel below the horizontal cross rail and a rigid tinted Plexiglas or plastic barrier shield of at least 1/4-inch thickness above the cross rail, shall be provided at the rear of the operator's station. There shall be 3 inches of hand clearance above the cross rail and 1-1/2 inches of knuckle room below the cross rail.

A padded guardrail shall be provided between the rear wheelchair/mobility aid securement location and the adjacent forward facing seat. The rail shall be 25 inches above the floor and extend from the sidewall to a padded vertical stanchion approximately 22 inches from the sidewall.

All stanchions shall be integrated into the overhead handrails according to the interface requirements specified above.

SPECIFICATIONS FOR GRAB HANDLES

Grab handles shall be sufficient in location and function to permit safe boarding, on-board circulation, seating and standing assistance, and alighting.

Grab handles shall be provided in the entrance to the vehicle in a configuration that allows persons with disabilities and other passengers to grasp such assists from outside the vehicle while starting to board, to continue using such assists throughout the boarding process, and to facilitate movement within the interior of the vehicle.

All grab handles shall be padded and have a cross-sectional diameter between 1 and 1/4 inches and 1 and 7/8 inches, or shall provide an equivalent grasping surface, and have eased edges with corner radii of not less than 1/8 inch. The diameter of the grab handles may not exceed 1 and 7/8 inches.

Padded grab handles shall be placed to provide a minimum of 1 and 1/2 inches knuckle clearance from the nearest adjacent surface.

The structural part of the grab handles shall be constructed of stainless steel or stainless steel clad tubing. Grab handles shall be padded with integrally molded, black vinyl, slip resistant padding. The padding shall be of an adequate design to minimize an injury to a passenger striking a grab handle in an accident or emergency situation, and to withstand any and all repeated usage as a handhold. All grab handles shall be properly supported by structural metal and held in place with slip joints sufficiently overlapped to prevent the grab handle from sliding out.

Overall design of grab handles including thickness, material of padding, and locations shall be submitted by the bidder as part of the proposal and will be subject to review and final approval by the Procuring Agency.

SPECIFICATIONS FOR FIXED ARMREST REQUIREMENTS

Fixed padded armrests or molded anti-vandal armrests that fully satisfy all of the requirements associated with the Americans with Disabilities Act shall be provided on the aisle side of each seat system. Each armrest shall be securely fastened to the seat back, seat platform or base frame. All armrests shall be sufficient in length to be comfortable to passengers and shall not extend beyond the front edge of the seat platform. Armrest coverings shall be constructed from molded materials that are compatible in appearance and comfort to the seat covering materials. Armrest coverings shall remain completely serviceable during the specified designated life of the vehicle.

SPECIFICATIONS FOR EXTERIOR LIGHTING

Vehicle shall be provided with all exterior lighting stipulated in FMVSS 108 and all applicable motor vehicle safety codes stipulated by the State of New Mexico.

Exterior lighting shall be provided in conformance with the following provision of the Americans with Disabilities Act:

The vehicle doorways, including doorways in which lifts or ramps are installed, shall have outside light(s) which, when the door is open, provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shielded to protect the eyes of entering and exiting passengers.

SPECIFICATIONS FOR FACTORY INSTALLED SIGNAGE AND DECALS (Bilingual)

The vendor shall acquire and install/affix all signs and decals as specified herein. Each sign or decal shall be permanently attached to the vehicle in the specified location. Each shall be capable of remaining fully legible and fully useful throughout the specified life of the vehicle. If the signs or decals have a finite life that is less than the specified life of the vehicle, but never less than three years of typical service in the service area environment including manual or automatic daily vehicle washings (interior and exterior), vendor shall provide additional sets of signs and decals with necessary adhesives along with an appropriate solvent to remove the old signs and decals. The number of sets shall be appropriate to satisfy adequate signage and decal requirements throughout the entire specified service life of the vehicle. Such sets of materials shall have shelf lives sufficient to allow them to be used during the entire service lives of the vehicles.

Each vehicle will be used in Para transit service. Consequently each shall be equipped with all standard internal signs required by the Americans with Disabilities Act as follows.

(a) Each securement location shall have a sign designating it as such. The sign shall say Securement Position. The sign shall be affixed on a vertical surface located very near to the actual location of the securement position and at a height that any and all users of wheelchairs and/or other mobility aids requiring securement shall be able to see and comprehend.

(b) Characters on signs required by paragraphs (a) and (b) of this section shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inch, with "wide" spacing (generally, the space between letters shall be 1/16 the height of upper case letters), and shall contrast with the background either light-on-dark or dark-on-light.

Vendor shall provide and affix decals that indicate the system’s name and logo on the exterior of the vehicle according to the color scheme and design specified below

The system name and logo shall be placed on each vehicle according to the drawings below of the front, rear, and sides (both) of the vehicle.

The vehicle identification number shall be placed on the exterior of the vehicle according to the drawings below of the front, rear, and sides (both) of the vehicle.

The international accessibility symbol shall be affixed on the exterior of the rear emergency door, but not on the glazing. It shall also be affixed on the exterior of the wheelchair lift door, but not on the glazing. It shall be that symbol depicted on sign D96 in the *Manual of Uniform Traffic Control Devices* published by the Federal Highway Administration, U.S. Department of Transportation. The symbol shall be between 8 inches and 12 inches in overall height.

A decal shall be affixed directly below each emergency access window on the exterior of the vehicle.

A decal shall be affixed on the interior surface of each emergency access window directly adjacent to the release mechanism labeling the window as an emergency access window and explaining precisely how to release the window. It should include any graphic necessary to convey the opening procedure to passengers, operators, and/or good Samaritans.

A decal shall be affixed on the exterior of the emergency rear door near the midpoint of the door, but not on any glazing, with a curved arrow or other appropriate graphic shall also be provided to demonstrate how to release the emergency door. It shall be sufficient in size to clearly indicate to anyone interested in opening the door how to open it. It shall be affixed on the exterior of the emergency rear door directly adjacent to the release handle or device, indicating how to rotate or activate the handle or device to release the door.

A decal shall be affixed on the interior of the emergency rear door near the midpoint of the door, but not on any glazing, with the words Emergency Exit Door. A curved arrow or other appropriate graphic shall also be provided. It shall be sufficient in size and design to clearly indicate to anyone interested in opening the door how to open it. It shall be affixed on the interior of the emergency rear door directly adjacent to the release handle or device, indicating how to rotate or activate the handle or device to release the door.

A vehicle clearance sticker indicating the maximum height of the vehicle shall be provided and located in the operator's compartment, in easy view of the operator.

The vendor shall coordinate the exact location of all signage and decals with the Procuring Agency before affixing any signage or decals. Procuring agency will sign off on approved and acceptable drawings of the locations, verbiage and graphics of each sign or decal before vendor initiates placement on the vehicle(s).

SPECIFICATIONS FOR RUNNING BOARD

Each vehicle shall be equipped with heavy-duty aluminum or steel running board mounted on the street side of the vehicle to ease boarding and alighting. On the operator's side, the running board shall be placed to provide optimal performance to the operator. Each board shall be securely mounted to the vehicle so as to ensure performance, strength, stability, and safety. Running board shall not present a safety hazard to passengers, the operator or towards operating the vehicle.

Running boards shall be of rattle-free, one-piece construction consisting of a vertical flange that attaches securely to the vehicle, and a horizontal flange. A vertical splashguard shall also be provided for each running board. This guard shall be securely mounted to the van and the running board. The horizontal flange shall be adequate in dimension to satisfy all passengers and operator needs, and shall be of sufficient depth as to allow comfortable foot placement by a passenger or operator entering or exiting the vehicle. The stepping surface of each running board shall have a slip resistant surface with a long life.

The vendor shall submit a description of the type of running board and mounting procedures, including all pertinent dimensions, with the bid, for the prior approval of the purchaser. Purchaser may reject the design and request one that fully satisfies these requirements.

SPECIFICATIONS FOR PRIMARILY METALLIC BUMPERS

Front bumper shall be standard chassis OEM formed steel or aluminum type, if available. It shall be chrome plated / painted with baked on, impact resistant, rust resistant paint (specification writer to choose chrome or paint). The rear bumper shall be either the chassis OEM (if available) or converter / manufacturer add-on made of formed steel or aluminum and provide maximum protection for passengers, the body and other components against impact. It shall be chrome plated / painted with rust resistant paint. After-market rear bumper shall be as capable in its function as the OEM front bumper. Front and rear bumpers shall be designed and installed in such a manner as to transmit collision shock loads directly to the vehicle under frame members. Bumpers shall be wrap around type to provide maximum protection against impact at body corners. Bumpers shall maximize the protection of vehicle occupants during collisions at all speeds.

They shall fully satisfy any and all applicable state, federal or provincial standards and maximize protection to the occupants, the body and all other components of the vehicle.

SPECIFICATIONS FOR A HEAVY DUTY ORIGINAL EQUIPMENT MANUFACTURER (OEM) WINDSHIELD WIPER AND WASHER, FRONT ONLY

Each vehicle shall be equipped with a fully integrated and heaviest duty Original Equipment Manufacturer (OEM) windshield wiper and washer system for the front windshield.

The front windshield washer shall have dual, left and right, nozzles that direct a spray of washer fluid to a location about mid-height on the windshield. The windshield spray nozzles may be located on the hood or on the windshield wiper frame according to the customary

design of the manufacturer. The nozzles shall be able to be easily cleaned if they become clogged, or easily replaced if they are permanently clogged. All nozzles, hoses, pumps and reservoirs shall be designed to be fully functional for the designated life of the vehicle.

The front windshield fluid reservoir shall be adequate in volume to allow the complete use of the vehicle in the climatic conditions within the service area for an entire day at a time without the need to have to replenish the supply. The front reservoir shall be easily and readily accessible to the operator during the pre-tour circle inspection. The front reservoir shall be full of washer material sufficient for applicability in the designated service area.

The front windshield wiper equipment shall be the heaviest duty electric system available with speed controls for high, low and intermittent operation. The blades shall be of the heaviest duty single type available, of sufficient length to sweep the maximum surface area along their radius without contacting the windshield frame while in motion. All front windshield wiper components (excluding the wiper blades) shall be designed to be fully functional for the designated life of the vehicle.

Front washer and wiper controls shall be easily accessible to the vehicle operator during any and all driving tasks. The controls shall be designed to be able to be disassembled and repaired by a competent mechanic at the transit system with customary tools in a short, reasonable amount of time. If any special tools are needed for the disassembly and repair of the washer/wiper controls, a set of such tools shall be supplied with every vehicle delivered.

SPECIFICATION FOR THE REVERSE ALARM

Each vehicle shall be equipped with a heavy-duty audible reverse alarm. The reverse alarm shall be automatically activated whenever the operator places the vehicle into the reverse gear. The alarm shall be quickly intermittent in its broadcast and shall be of a pitch that immediately causes people to take notice of its sound. The alarm shall be loud enough for any person within 150 lineal feet of radial distance from the center of the rear of the vehicle to immediately become notified of its current backing motion. All persons within the 150 lineal feet radial distance from the center of the rear of the vehicle shall be able to hear the audible report despite whatever other ambient sounds exist.

The reverse alarm enunciator shall be mounted on the rear of the vehicle. The location of the mounted device shall not cause a hazard to anyone during typical revenue service. The location of the mounted device shall not hamper or prevent passengers or the operator during an emergency evacuation to exit from the vehicle while using the rear emergency exit door.

SPECIFICATIONS FOR A SIDE-MOUNTED LIFT MID BUS LOCATION

Mounting Position Within Vehicle

The wheelchair/mobility aid lift system shall be installed in the curb side (right) of the vehicle mid point of front entrance door and rear axle.

The entire assembly shall be installed inside the vehicle with adequate padding and protection to prevent accidental injury to passengers and operator. Padding is required but not necessarily limited to the lift door header to prevent injury to the lift occupant and operator. There shall be no pinch points or shear points on the lift or its mechanisms where a limb of either a passenger on board the vehicle, or a wheelchair/mobility aid lift occupant, or an operator, can be injured or severed.

The lift shall be installed in a separate entryway exclusively for the lift. All components of the lift mechanism shall be located inside the vehicle or shall retract inside the vehicle such that, when the door(s) for this opening are closed, the side of the vehicle will present a smooth surface. No part of the installed and stowed lift shall extend laterally beyond the normal width of the vehicle. The lift shall not contact the opened door and/or doorframe during deployment and normal operation.

The opening shall have either one or two doors of the type hinged at the side that fully seal the body opening when closed. Provisions shall be made for manually fastening the door or doors in a wide-open position. In addition, the door posts, headers and all floor sections around the opening shall be reinforced such that the strength and support of the body at the opening is at least equivalent to that provided on the same type of vehicle without such an opening. A locking device shall be provided on the lift doors, which prevents their opening from the outside when locked.

The opening for the lift shall have a minimum vertical clear dimension measured from the lift platform at the vehicle floor level of 68 inches. No portion of the lift mechanism shall encroach upon the minimum vertical clear opening.

The lift entry door/s shall have large windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the door shall be tinted.

An automatic curb illumination light shall be installed inside the vehicle over the lift area that fully supports the requirements of the Americans with Disabilities Act provisions.

General Specifications

A wheelchair/mobility aid lift system on a vehicle provides ingress and egress quickly, safely, comfortably for a passenger using a wheelchair or other mobility aid (including a standee) from the street level or curb. The mobility-aid lift system shall have the same operational life as the vehicle under the environmental and climatic conditions experienced by this procuring agency. Because of the nature of its intended use, the lift system shall be ruggedly built, operate in a positive but smooth manner, be of safe design, and be highly reliable throughout its intended life. The controls shall be simple to operate with no complex phasing operations required, and the boarding/de-boarding operations shall be under the surveillance and complete control of the operator. When not in use, the lift system shall be stowed in a secure manner and be padded as necessary so as not to present a hazard to any on-board passengers. The entire system shall fully satisfy, at a minimum, all applicable requirements of 49 CFR Section 38.23, as most recently revised.

Wheelchair/mobility aid lift construction shall be a modular steel box frame type design providing rigidity independent of the vehicle body for reinforcement and lift alignment. All changes required to the basic body/chassis structure shall provide for adequate reinforcing and load redistribution. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.

The installed lift shall be free from resonant vibrations, rattles and other objectionable noises in the stowed position when the vehicle is operated over rough streets and roads. The lift design, construction and installation shall minimize metal-to-metal contact points. If necessary, the contractor shall supply additional restraints to ensure stored integrity of the lift, as the procuring agency shall require. The Bidder and/or Contractor shall certify in writing in their proposal that the installation is adequate to provide quiet operation and withstand the loads and stresses imposed by regular lift operation on a sustained basis.

All parts shall be new. All necessary servicing and adjustments shall be made to the equipment prior to delivery of the vehicles. All equipment shall be ready for immediate and continuous operation upon delivery of the vehicle. All exposed metal surfaces shall be painted or shall be corrosion-resistant. All lift components (including wiring) located on the underside of the vehicle shall be concealed but accessible for maintenance purposes. All interior wiring shall be concealed. Under no circumstances shall the wiring be placed under the carpeting in an area that is expected to be used by passengers using wheelchairs or other mobility aids, other passengers or the operator.

Power

The power unit shall be a 12/24-volt electro-mechanic or electro-hydraulic integral self-contained system assembly. The power unit shall be mounted to the frame structure of the lift. The power unit shall not emit any objectionable noise in the passenger cabin area.

If electro-hydraulic, the power unit shall operate using standard type A automatic transmission fluid, shall be capable of operating in temperatures as low as -20^{o} F. and as high as 120^{o} F and shall be readily accessible for service. Hydraulic fluid reservoir shall have an easily accessible system for checking and filling.

The lift system shall be protected by a manual reset circuit breaker that is readily accessible for maintenance and service. The raising of the platform shall be power operated; however, the lowering of the platform may be either power operated or "gravity down", and shall provide a smooth, jerk-free ride in both up and down directions. Fold and unfold operations of the lift platform shall be automatic (non-manual) and shall be controlled by a power operated switch located in the control unit.

Speed Of Lift Raising Or Lowering

No part of the platform shall move at a rate exceeding 6 inches/second during lowering and lifting an occupant, and shall not exceed 12 inches/second during deploying or stowing.

The maximum platform horizontal and vertical acceleration when occupied shall be 0.3g. Platforms stowed in a vertical position, and deployed platforms when occupied, shall have provisions to prevent their deploying, falling, or folding any faster than 12 inches/second, or their dropping of an occupant in the event of a single failure of any load carrying component.

The lift shall operate when the vehicle is on level ground and on road grades up to seven percent or four degrees. Also, the lift shall operate when the vehicle is at an angle of plus or minus five degrees due to road crowns, depressions, or curb geography.

Safety Design

The lift shall remain in a safe state during and following power source transients, including failure, which may be experienced on transit vehicles. A pressure bypass or automatic off switch shall be activated at the extremity of the raising operation for all lifts, and at the extremity of the lowering operation for power-operated lowering of the platform to prevent jacking of the vehicle if power remains on once the lift touches the ground.

The lift controls shall be interlocked with the vehicle's deployed parking brake system or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks or systems are engaged. The procuring agency will give preference to interlock systems with the parking brake. Bidder shall provide an expression of the type of interlock system proposed in the submitted proposal. An instruction placard shall be provided for the operator/emergency individual/good Samaritan describing the necessary steps and procedures to authorize the use of the lift. A properly labeled green light shall be illuminated on the dashboard to indicate to the operator that all required steps have been properly completed and lift use is authorized.

In order to prevent the lift platform from being retracted while in use, an interlock shall be provided which prevents the platform from being retracted or moved from horizontal unless the platform is at the vehicle floor level or maximum height to which it can be raised. The lift platform fold-in function shall be inoperable with 50 pounds or more of weight centered on the platform or on the bridge plate.

Where provided, each control for deploying, lowering, raising, and stowing the lift and lowering the roll-off barrier shall be of a momentary contact type requiring continuous manual pressure by the operator and shall not allow improper lift sequencing when the lift platform is occupied. The controls shall allow reversal of the lift operation sequence, such as raising or lowering a platform that is part way down, without allowing an occupied platform to fold or retract into the stowed position.

In the event of power failure, the lift shall be manually operable through the entire cycle of operations. The manual back-up system shall be capable of safely lowering and raising the lift with a passenger aboard. The manual operation of the lift during power failure shall be by means of either a hand crank or hand-operated air pump. The hand crank or pump shall be easily accessible to a person standing inside the vehicle. The person shall not have to reach over the mechanism and into the passenger compartment in order to manually lower the lift

platform from afar. The movement of the lift platform from its resting or stowed position to its operating position may be a manual operation in this case. This emergency method shall not be capable of being operated in a manner that could be hazardous to the lift occupant or to the operator when operated according to manufacturer's instructions, and shall not permit the platform to be stowed or folded when occupied. Detailed large size instructions regarding how to safely lower the lift platform to the horizontal position during an emergency situation shall be affixed to the lift in a conspicuous location and be conspicuous to an emergency person or a good Samaritan without any prior knowledge of the workings of the lift who arrives on the scene. The instructions shall be engraved on a permanent metal plate and shall be completely and functionally legible during the entire specified life of the vehicle. Decals will not be allowed.

Platform Size And Construction

The platform shall have a minimum clear width of 32 inches at the platform, a minimum clear width of 34 inches measured from 2 inches above the platform surface to 30 inches above the platform, and a minimum clear length of 52 inches measured from 2 inches above the surface of the platform to 30 inches above the surface of the platform.

The lift platform shall be of steel or aluminum construction and the surface shall be expanded metal or hole-punched metal grating. The platform surface shall be free of any protrusions over 1/4 inch high and shall be slip resistant. The lift platform at the floor edge shall be in a color contrasting with the vehicle floor covering, or brilliant white, brilliant yellow or brilliant orange striping shall be provided on the vehicle floor edge at the lift platform.

Wheelchair/mobility aid lift construction shall be a modular steel box frame type design providing rigidity independent of the vehicle body for reinforcement and lift alignment. The lift shall be tested by an independent testing laboratory (and the results signed and sealed by a registered Professional Engineer) to a minimum 1,100 pound lift capacity, and be capable of safely lifting a static load of 1,100 pounds minimum, continuous lifting capacity. The platform shall be capable of safely supporting a 1,000 pound load, and the lift shall be capable of smoothly raising and lowering on the platform any load between zero pounds and 600 pounds. The certification shall be submitted as part of the proposal.

The lift platform shall not deflect more than three degrees in any direction when tested as follows. A static load of 600 pounds shall be applied through the centroid of a 26-inch by 26-inch test pallet placed at the centroid of the platform. The platform shall be raised and lowered with this weight. During the lift operation the platform shall not deflect more than three degrees in any direction between the loaded position and its unloaded position. The testing shall be accomplished by an independent testing laboratory and the verification results signed and sealed by a registered Professional Engineer. This certification shall be included in the bidder's proposal.

Working parts, such as cables, pulleys, and shafts, which can be expected to wear, and upon which the lift depends for support of the load, shall have a safety factor of at least six,

based on the ultimate strength of the material. Nonworking parts, such as platform, frame, and attachment hardware, shall have a safety factor of at least three, based on the ultimate strength of the material. All power units, operating joints, linkage and mounting points to the body/frame shall be certified by the manufacturer in a written test report as being adequate for this loading and having the safety factors specified. A copy of this test report shall be included in the bidder's proposal.

Under-floor areas shall be shielded from the lift platform to prevent injuries to limbs during operation of the lift. Pinching movements, shear areas or places where clothing or other objects could be caught or damaged shall be covered or in other ways protected to prevent injury.

Barriers

The lift platform shall be equipped with barriers to prevent any of the wheels of a wheelchair or mobility aid from rolling off the platform during its operation. Each side of the lift platform that extends beyond the vehicle in its raised position shall have a barrier that is a minimum 1.5 inches high. A movable barrier or inherent design feature shall prevent a wheelchair or mobility aid from rolling off the edge closest to the vehicle until the platform is in its fully raised position. Such barriers shall not interfere with maneuvering into or out of the vehicle.

The loading-edge barrier (outer barrier) which functions as a loading ramp when the lift is at ground level, shall be sufficient when raised or closed, or a supplementary system shall be provided, to prevent a powered wheelchair or mobility aid from riding over or defeating it. The outer barrier of the lift shall automatically raise or close, or a supplementary system shall automatically engage, and remain raised, closed, or engaged at all times that the platform is more than three inches above the roadway or sidewalk. Alternatively, a barrier or system may be raised, lowered, opened, closed, engaged, or disengaged by the lift operator, provided an interlock or inherent design feature prevents the lift from rising unless the barrier is raised or closed or the supplementary system engaged.

The entrance ramp, or loading-edge barrier used as a ramp, shall not exceed a slope of 1:8, measured on level ground, for a maximum rise of 3 inches, and the transition from roadway or sidewalk to ramp may be vertical with edge treatment up to 1/4 inch. Thresholds between 1/4 inch and 1/2 inch high shall be beveled with a slope no greater than 1:2.

Any openings between the platform surface and the raised barriers shall not exceed 5/8 inch in width. When the platform is at vehicle floor height with the inner barrier (if applicable) down or retracted, gaps between the forward lift platform edge and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically.

The platform shall have an inner roll stop, or the design of the lift shall use part of the vehicle as an inner roll stop. An inner roll stop shall prevent a wheelchair or mobility aid from rolling off the edge closest to the vehicle until the platform is in its fully raised position.

Alternatively, the design of the lift may incorporate a bridge plate, (which may also function as the inner roll stop) forming a bridge between the lift platform and the vehicle floor when the platform is at floor level position. Any openings between the platform surface and the raised barriers shall not exceed 5/8 inch in width. When the platform is at vehicle floor height with the inner barrier down or retracted, gaps between the forward lift platform edge and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically.

The bidder shall submit with the bid a detailed description of the lift including drawings of lift mechanisms and also drawings or photographs of the operation of the lift.

The manufacturer shall identify and clearly emphasize in the operations and maintenance manuals any roll stop or barrier adjustment or maintenance action that if done improperly could result in an unsafe condition. A comprehensive operations manual and a comprehensive maintenance manual for the wheelchair/mobility aid lift system shall be provided with the delivery of each vehicle.

Grab Rails And Standees

Lifts shall safely accommodate persons using walkers, crutches, canes or braces or who otherwise have difficulty using steps. The platform shall be marked to indicate a preferred standing position.

Platforms on lifts shall be equipped with handrails on both sides, which move in tandem with the lift, and which shall be graspable and provide support to standees throughout the entire lift operation. Handrails shall have a usable component at least 8 inches long with the lowest portion a minimum 30 inches above the platform and highest portion a maximum 38 inches above the platform. The handrails shall be capable of withstanding 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure. The handrail shall have a cross-sectional diameter between 1.25 inches and 1.5 inches or shall provide an equivalent grasping surface, and have eased edges with corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1.5 inches knuckle clearance from the nearest adjacent surface. Handrails shall not interfere with wheelchair or mobility aid maneuverability when passenger is entering or leaving the vehicle.

Controls And Cables

Lift operating controls shall be capable of controlling all lift functions and be mounted in a lightweight, weatherproof control box. The control box shall be held in a permanently mounted bracket on the inside of the lift door, with the control box removable for use within a six-foot minimum, operating radius of the bracket.

The control unit shall be supplied with a flexible, cut resistant control cable with adequate strength to insure that movement, constant use, or exterior elements will not cause failure. The cord shall be of sufficient length to allow the lift operator to have a hand on the

wheelchair or other mobility aid and control of the lift platform through all operations and shall allow the lift operator to be on or off the vehicle during the lift operation.

The control unit shall be a box with a function switch (for the folding and unfolding of the platform), an operating switch (for the raising and lowering of the platform), or a combination thereof. The control unit may also have a power switch. The controls for operation of the lift shall be designed for both portable and stationary operation.

Controls switches shall be self-centering switches of weatherproof design and construction. Control switches may be either toggle, rocker or push-button type. Each switch for deploying, lowering, raising, and stowing the lift and lowering the roll-off barrier shall be of a momentary contact type requiring continuous manual pressure by the operator and shall not allow improper lift sequencing when the lift platform is occupied. The controls shall allow reversal of the lift operation sequence, such as raising or lowering a platform that is part way down, without allowing an occupied platform to fold or retract into the stowed position.

The control unit shall have simple large size instructions on or near it that directs the operator/emergency person/good Samaritan in the automatic and manual lift operating procedures. Control switches shall be clearly identified and permanently labeled with engraved lettering or equivalent. Decals will not be acceptable.

Power Cables

The main power cable shall be of the proper gauge and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically anchored to the vehicle body/frame.

The lift electrical system shall be protected by a heavy-duty circuit breaker with master control switch located on the dashboard and clearly labeled.

All electrical terminals shall be heavy-duty pressure-type. Wire connections shall be crimped with aircraft type crimps. All terminals shall be of the full ring type, sized for the terminal screw or stud. All electric wiring passing through the body/chassis metal shall have anti-chafing grommets. An additional ground #0 cable shall be installed from the engine to the frame.

Instructions And Notices

All signs required by State and federal law regarding safety and operating procedures shall be affixed to each vehicle exterior and interior. Interior signs may be decals, but shall be completely useful during the entire specified life of the vehicle. All exterior signs shall be decals and completely useful during the entire specified life of the vehicle. The maximum capacity in pounds shall be posted on the wheelchair lift within easy view of operator and wheelchair/mobility aid passenger. The international symbol of accessibility shall be displayed on left and right vehicle sides.

For Each Vehicle The Following Shall Be Provided Prior To Delivery

A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturer's parts list. The Bidder and/or Contractor shall supply installation drawings and details of the wheelchair/mobility aid lift system installation including general layout, dimensions, safety features, and controls, and also drawings or photographs of the operation of the lift, to this procuring agency. The operations and maintenance manuals shall clearly emphasize any roll stop or barrier adjustment or maintenance action that if done improperly could result in an unsafe condition.

A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes. The Contractor shall supply one wiring diagram illustrating all of the Contractor installed electrical equipment.

Certification of the independent testing of the lift system shall be provided to ensure compliance with the Specification and verify the reliability of the product. An engineering test by an independent testing laboratory shall have been performed on one lift of the type to be installed. The test shall cover the maximum and minimum temperature and humidity conditions that may be encountered in operations by this procuring agency. The test shall have checked the operating characteristics and safety features of the lift system under repeated cycling at the various temperature and humidity conditions, and at maximum load and no load conditions. Certification, details and reports of this test, signed and sealed by a registered Professional Engineer shall be submitted to the Procuring Agency for review prior to delivery of any vehicle. In addition to the engineering tests certification, each lift shall be quality control tested on the vehicle to assure proper functioning. These tests shall be performed under full load and no load conditions under repeated cycling. Tests shall be accomplished by an independent testing laboratory and the results signed and sealed by a registered Professional Engineer.

SPECIFICATIONS FOR A BELT-CHANNEL SYSTEM

The tie down system shall be Qstraint deluxe with "J" hooks and the slide and click system. A combination wheelchair/mobility aid/passenger securement system shall be provided for 2 wheelchair/mobility aid and passenger positions in each vehicle. The securement system shall be so designed, configured and installed to provide for accommodation of the broadest possible population spectrum of wheelchair/mobility aid sizes and designs of varying widths equipped with solid tires or large-section pneumatic tires, including the newest design lightweight wheelchairs with cambered wheels, and for electrically propelled wheelchairs. Proper use of the securement system, as designated by the manufacturer, shall not cause damage to any part of the wheelchair/mobility aid. Bidder shall provide detailed instructions on the proper use of the devices with each vehicle delivered.

The system shall be so designed and configured that the passenger and wheelchair/mobility aid are independently and securely fastened and restrained, with no dependence of one upon the other.

The Americans with Disabilities Act requires the following features:

Design Load. Securement systems on vehicles with Gross Vehicle Weight Ratings (GVWRs) of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.

Location and size. The securement system shall be placed as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may slightly overlap, an access path. Not more than six inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of nine inches from the floor to the lowest part of the seat overhanging the space. Securement areas may have fold-down seats to accommodate other passengers when a wheelchair or mobility aid is not occupying the area, provided the seats, when folded up, do not obstruct the clear floor space required.

Mobility aids accommodated. The securement system shall secure all common wheelchairs and mobility aids and shall be easily attached by a person familiar with the system and mobility aid and having average dexterity.

Movement. When the wheelchair or mobility aid and its passenger is secured in accordance with the manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than two inches in any direction under normal vehicle operating conditions.

Stowage. When not being used for securement, or when the securement area can be otherwise used, the securement system shall not interfere with passenger or operator movement, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use.

Seat belt and shoulder harness. For each wheelchair or mobility aid securement device provided, a passenger seat belt and shoulder harness, wheelchair or mobility aid users shall, also provide complying with all applicable provisions of 49 CFR part 571, for use. Such seat belts and shoulder harnesses shall not be used in lieu of a device that secures the wheelchair or mobility aid itself.

The securement system shall secure all common wheelchairs and mobility aids and shall be easily attached by an operator familiar with the system and mobility aid, and having an average dexterity. To assist the operator in securing the wheelchair/mobility aid, the securement system shall have a ratcheting feature to allow a person of average strength to tighten the securement system. The system shall positively secure the wheelchair/mobility aid with two front, and two rear adjustable belt type hold-down assemblies. When the wheelchair/mobility aid/passenger is secured in accordance with the manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than two inches in any direction under normal vehicle operating conditions. Each hold-down assembly shall be attachable into channels that are recessed and flush-mounted into the vehicle floor. The tie-down anchorage assemblies shall fully satisfy the Q'straint Deluxe with Slide and Click Standards. The rear hold-down belt assembly(s) shall be equipped with a tightening clamp device to tension the belt, after the initial snug up.

A combination upper torso (shoulder) and lap belt assembly, that attaches directly into the rear wheelchair/mobility aid tie-down belt attachment hardware shall be provided as part of the system for use by wheelchair or mobility aid users. Such seat belts and shoulder harnesses shall not be used in lieu of a device that secures the wheelchair or mobility aid itself. The shoulder belt shall be attached to an upper anchorage point located on the side of the vehicle body at the appropriate height and longitudinal rearward displacement, in relation to the seated wheelchair/mobility aid passenger for maximum effectiveness, and shall be in accordance with all applicable provisions of ADA 49 CFR subpart B, 38.23 paragraph (D)(7) and the securement system manufacturer's specifications and instructions. The securement belts shall be easily identified and permanently marked as to their location of use as follows: "FRONT", "REAR", "LAP', "SHOULDER". A wall mounted storage system for belts other than the shoulder belt shall be provided on each vehicle at each securement position to keep them organized and clean. A Velcro tie strap to match the color of the belts shall be provided at each storage area to secure the belts to the wall when not in use and to prevent them from swinging when the vehicle is in motion. A Velcro tie strap to match the color of the belt shall be provided at each shoulder belt storage location to secure it to the wall when not in use and prevent it from swinging when the vehicle is in motion. In addition a storage container sufficient in size to hold a complete set of belts shall be securely attached to the floor in an accessible location to each securement position, but shall not cause a hazard as a result of the location. The storage units shall be located in a convenient location that does not interfere with, or cause an inconvenience to seated passengers.

Both the lap belt and shoulder belt assemblies shall be so designed that they incorporate provisions to be easily adjustable, and of sufficient length to accommodate passengers ranging in size from the 5th-percentile female to the 97.5-percentile male, and including persons of a very stocky nature and short and tall stature. The securement system shall also accommodate the above passenger population distribution when dressed in bulky winter clothing, with nearly equivalent securement effectiveness as is achievable and practicable. Failure to fully satisfy these criteria shall deem the system to be in non-compliance with these specifications, and may be cause for rejection of the system by the Procuring Agency without further recourse on the part of the proposer.

When not being used for securement, or when the securement area can be used otherwise, the securement system shall not interfere with passenger movement, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use.

The wheelchair/mobility aid/passenger securement system shall fully satisfy the dynamic testing criteria established by the UMTRI impact sled tests for 30 mph and 20g force conditions. The securement system and its attachments shall restrain a minimum force in the forward longitudinal direction of 2,500 pounds per securement leg or clamping mechanism and a minimum of 6,000 pounds for each mobility aid. All securement system components shall meet minimum static testing forces equal to:

(a) Rear belt assembly 6,000 Lbs.

(b) Front belt assembly 2,500 Lbs.
(c) Lap belt assembly 2,500 Lbs.
(d) Shoulder belt assembly 2,500 Lbs.
(e) Shoulder belt anchor assembly 2,500 Lbs.
(f) Floor insert anchor assembly 6,000 Lbs.

A set of clear, concise, user instructions for the operation of the securement system, printed on durable heavy paper material encased in plastic, shall be furnished with each securement system to remain in the vehicle and be fully functional during the designated life of the vehicle.

The Bidder and/or Contractor shall certify that the wheelchair/mobility aid/passenger securement/restraint system fully satisfies all applicable Federal and State Motor Vehicle Safety Standards. The wheelchair/mobility aid/passenger securement/restraint system, configuration and installation shall require approval of the Procuring Agency prior to vehicle production. Written documentation outlining test procedures and results shall be prepared by an independent testing laboratory and signed and sealed by a registered Professional Engineer certifying compliance with the requirements of this section. The Bidder and/or Contractor shall provide this certification prior to production of the vehicles. Without such certification the procuring agency has the right to void the contract and to assess liquidated damages to cover any and all costs associated with the delay in acquiring the vehicles necessary to provide for passenger service delivery.

SPECIFICATIONS FOR BETWEEN THE AXLES IN THE MIDDLE OF THE VEHICLE

Each vehicle shall be equipped with 2 forward-facing securement positions that fully satisfy all aspects of the ADA requirements and are located between the forward and rearward axles. They shall be placed so that an aisle remains between side-by-side securement positions that is sufficient in width to allow ambulatory passengers and/or the operator to easily pass through.

SPECIFICATIONS FOR BEING REQUIRED TO BE TESTED AT ALTOONA

The Altoona Bus Testing and Research Center shall successfully complete comprehensive testing of the proposed vehicle. The vehicle shall successfully pass all required tests. The bidder shall provide certification that the vehicle has been tested at Altoona and has successfully passed all required tests. The following certification shall be required to be completed by the Bidder and submitted as part of the proposal. Proposers, which do not include this completed certification form, shall be removed from the evaluation process and under no circumstances will be awarded a contract for the acquisition of vehicles.

The bidder hereby certifies in accordance with 49 CFR 665 (“Bus Testing” regulations of the U.S. Federal Transit Administration, November 3, 1993) that:

A vehicle identical to the vehicle offered pursuant to the subject vehicle specifications has been tested at the U.S. Federal Transit Administration’s Altoona, Pennsylvania testing

facility and a copy of the resultant test report is attached. The Test Facility has found the vehicle to be in full compliance with the regulations.

Two Way Radio includes

TG-419B101-OBP	Hand set with cradle	$_____
SLP5	Slow Poke Delay Timer	$_____
KRD103133/45	Options Cable	$_____
KRD103133/44	Trunk Mount Kit	$_____
KE8MTD	EDACS 500M Radio (806 to 870 mega)	$_____

Fare Box

Diamond XV $_____

Mentor

Mentor MDC with pivot mounting $_____

Automated Vehicle Locator Digital $_____

Mentor: See the attached Mentor Engineering brochure attached.

Automated vehicle locator by Digital Recorders

Digital Recorders DR600
Global Positioning System
Spread spectrum wireless LAN system

Date_____(of the proposal submission)

Signature_____(of an authorized officer of the proposing company)

Title_____(of the authorized officer of the proposing company)

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 - LOW. RESP. OFF. - OPEN END:

THE CITY INTENDS TO AWARD ON OPEN-ENDED ANNUAL CONTRACT FOR MERCHANDISE, PARTS AND/ OR SUPPLIES, AS NEEDED, ON THE BASIS OF THIS REQUEST. THE CONTRACT WILL BE AWARDED TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WHOSE "ALL OR NONE" TOTAL PRICE IS LOWEST AFTER ALL APPROPRIATE DISCOUNTS ARE APPLIED. IF NO RESPONSIVE "ALL OR NONE" OFFERS ARE RECEIVED, THE CITY RESERVES THE RIGHT TO AWARD THE CONTRACT TO THE LOWEST RESPONSIVE AND RESPONSIBLE OFFEROR WHO OFFERS AT LEAST AS MANY ITEMS AS ALL OTHER OFFERORS OR AWARD A CONTRACT OR CONTRACTS ON A PER ITEM BASIS, WHICHEVER IS IN THE BEST INTEREST OF

CONTRACT PERIOD - 24 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THE

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED CITY REPRESENTATIVE.

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.

ESTIMATED QUANTITIES, NOT AN ORDER:

THE ESTIMATED QUANTITIES LISTED DO NOT CONSTITUTE AN ORDER AND ARE NOT NECESSARILY COMPREHENSIVE; THEY ARE A REPRESENTATIVE SAMPLE OF WHAT IS LIKELY TO BE PURCHASED DURING THE COURSE OF A CONTRACT RESULTING FROM THIS REQUEST AND WILL BE USED ONLY TO EVALUATE OFFERS AND AWARD SUCH A CONTRACT. THESE QUANTITIES AS STATED MAY INCREASE OR DECREASE DEPENDING ON THE ACTUAL NEEDS OF THE CITY. ACTUAL ORDERS WILL BE PLACED BY THE USER.

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.

PRICE ESCALATION:

THIS OFFER MAY BE CONSIDERED FOR ESCALATION UNDER THE FOLLOWING CONDITIONS:

A. OFFERED PRICES MUST BE FIRM FOR A LEAST NINETY (90) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF A CONTRACT.

B. ALL PRICE INCREASES SHALL BE ACCOMPANIED BY A CERTIFIED LETTER FROM THE OFFEROR'S SUPPLIER SHOWING THE PRICE INCREASE TO THE OFFEROR.

C. ALL INVOICES OF THE OFFERED ITEMS, FROM SUPPLIERS TO THE OFFEROR, SHALL BE SUBJECT TO AUDITING BY THE CITY AND FURNISHED WITHOUT DELAY UPON REQUEST.

D. THE CITY RESERVES THE RIGHT TO CANCEL A CONTRACT RESULTING FROM THIS REQUEST AND SOLICIT A NEW CONTRACT IF THE ESCALATED PRICE IS ABOVE THE CURRENT OPEN MARKET PRICE FOR THE SAME COMMODITY. CANCELLATION OF THE CONTRACT SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

E. ALL REVISIONS OF THE PRICE LIST SHALL BECOME EFFECTIVE WHEN THEY ARE RECEIVED, IN WRITING, AND ACCEPTED, BY THE PURCHASING OFFICE OF THE CITY, PROVIDED THAT THEY DO NOT CONFLICT WITH ITEM (F.) OF THIS PARAGRAPH.

F. ALL APPROVED PRICE CHANGES RESULTING FROM THIS ESCALATION CLAUSE SHALL BE FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS AFTER ACCEPTANCE IN WRITING BY THE CITY.

G. THE OFFEROR SHALL BE LIMITED TO A MAXIMUM OF TWO PRICE ESCALATIONS PER CONTRACT PERIOD UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.

H. THE OFFEROR SHALL PROVIDE TO THE CITY WRITTEN NOTICE OF ANY REQUESTED PRICE CHANGES WHICH BECOME EFFECTIVE UPON WRITTEN ACCEPTANCE BY THE CITY PURHCASING OFFICE.

I. IF THE OFFEROR RECEIVES ANY PRICE DE-ESCALATIONS FROM THE SUPPLIER OF GOODS SOLD TO THE CITY THROUGH A CONTRACT RESULTING FROM THIS REQUEST, THE OFFEROR IS RESPONSIBLE FOR NOTIFYING THE CITY WITHIN TWENTY-FOUR (24) HOURS OF SUCH DE-ESCALATIONS, AND PASSING THOSE PRICE CHANGES ON TO THE CITY IMMEDIATELY.