

SOLICITATION OFFER AND AWARD FORM
RFS NO. EN-20001 – Tempe Circulator Vehicles

☞ See Exhibit B for Offer preparation and submission instructions.

22. CONTENTS: All submittals must include attached all exhibits / attachments marked with “X”

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●		Solicitation Offer and Award Form	X
●	Attachment A	Price Schedule	X
●	Exhibit B	Solicitation Instructions and Conditions	
●	Exhibit C	Special Terms and Conditions	
●	Exhibit D	General Terms and Conditions	
●	Exhibit E	Reserved	
●	Exhibit F	Federal Terms and Conditions	
●	Exhibit G	Scope of Work / Specifications	
●	Exhibit H	Insurance Requirements	
●	Attachment I	List of Subcontractors	X
●	Attachment J	Lobbying Certificate	X
●	Attachment K	Debarment Certification	X
●	Attachment L	Responsibility Questionnaire	X
●	Attachment M	Request for Substitution	X
●	Attachment N	Buy America Certificate	X
●	Attachment O	Exceptions Form	X
●	Attachment P	TVM Certification Form	X
●	Attachment Q	Bus Testing	X
●	Exhibit R	Tempe System Map	
●	Attachment W	Vehicle Technical Information	X
●	Attachment X	Non-Collusion Affidavit	X
●	Attachment Y	Pre-Award Evaluation Data Form	X
●	Attachment Z	Federal Motor Vehicle Safety Standards	X
●	Attachment AA	Subsystems Warranty	X
●	Attachment BB	Life Cycle Costs	X

23. SUBMIT THE BELOW ITEM(S) WITH OFFER, IN ADDITION TO THE ABOVE IDENTIFIED MARKED WITH “X” SUBMITTALS:

DESCRIPTION		
●	Items List - Vendor submitted - Spare Parts, Diagnostic Equipment, Special Tools, Manuals List with Pricing	X
●	Letter from Offeror's insurance agent indicating Offeror has ability to obtain insurance requirements as identified in the solicitation.	X

24. ACKNOWLEDGMENT OF ADDENDA:	Addendum No.	Date	Addendum No.	Date
Offeror acknowledges receipt of the following Addenda to the solicitation: (Identify Addendum number and date of each.)				



EXHIBIT B – SOLICITATION INSTRUCTIONS AND CONDITIONS

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1. INTRODUCTION

The Regional Public Transportation Authority (RPTA), also known by the brand name “Valley Metro”, hereinafter referred to as "Agency" is soliciting Solutions from qualified firms for the manufacture and delivery of up to twenty-six (26) Circulator Buses, spare parts and special tools in accordance with the terms and conditions set forth in the Request for Solutions (RFS). Offerors are advised to completely review and follow the instructions contained in this RFS. Solutions must comply with the requirements specified within this RFS. Failure to provide all required information and submittals may cause the Solution to be rejected. The Agency reserves the right to waive any minor insufficiencies or non-material irregularities in Solutions, reject any or all Solutions, or cancel and re-solicit this RFS solely at Agency’s discretion. Further, the Agency reserves the right to allow Offerors to correct minor insufficiencies or non-material irregularities in their Solutions solely at its discretion.

Offerors are encouraged to read the entire RFS, noting insurance and submittal requirements, and to complete all required forms enclosed. Failure to provide all requested information may cause the offer to be rejected.

2. AGENCY BACKGROUND

Valley Metro is the regional public transportation agency providing eco-friendly, coordinated, multi-model transit options to residents of greater Phoenix and Maricopa County. With a core mission of advancing a total transit network, Valley Metro plans, develops and operates the regional bus and light rail systems and alternative transportation programs for commuters, seniors and people with disabilities, commuter vanpools; online carpool matching, bus trip mapping, bicycle safety and telework assistance. In Fiscal Year 2014, total ridership for the system was 72 million passengers. The first 20 miles of light rail opened December 2008. The Central Mesa Extension opened on August 22, 2015 and the Northwest Extension is anticipated to open in the first quarter of 2016. Gilbert Road extension will be opening in 2018. Additional light rail extensions are planned or are under construction that will create a 66-mile system by 2034.

Two Boards of Directors govern Valley Metro. The Regional Public Transportation Authority (RPTA) Board consists of 16 public agencies (15 cities and Maricopa County) that set the policy direction for all modes of transit except light rail. The Valley Metro Rail Board consists of five cities that set the policy direction for light rail high-capacity transit. The Boards and Valley Metro work to improve and regionalize the public transit system.

Maricopa County voters approved Proposition 400 in 2004 extending the 1983 countywide transportation tax. The half-cent on every dollar of goods purchased funds the Regional Transportation Plan, which includes basic transit services. Since 2004, transit receives one-third of the half-cent tax, which is used for regional bus services and high-capacity transit services such as light rail, bus rapid transit and streetcar. The half-cent sales tax, along with federal matching funds and other funding sources, is projected to provide \$6.9 billion in public transportation improvements through 2026. Fixed-route bus, light rail transit and alternative transportation programs also receive funding from the Federal Transit Administration, Arizona Department of Transportation, Maricopa Association of Governments and member agencies.

3. DEFINITIONS

Throughout this RFS, the following definitions shall apply:

“Addenda” – Written interpretations, clarifications, and revisions to the Request for Solution or Request for Best and Final Offeror issued by Valley Metro.

“Affiliate” – A branch or unit of a larger organization and a company effectively controlled by another or associated with others under common ownership or control.

“Agency” – Valley Metro Rail, Inc. and Regional Public Transportation Authority, 101 N. 1st Avenue, Suite 1300, Phoenix, AZ 85003, acting by and through its authorized representatives. Also known as Valley Metro.

“Award” – The acceptance by Valley Metro of a Proposal for award of a Contract.

“Best and Final Offer” – A revised Solution submitted in response to a specific request by the Agency. A Best and Final Offer should incorporate all clarifications and discussions between Bus Manufacturer and Valley Metro, and the Bus Manufacturer’s best pricing. Also called Final Revised Solution.

“Best Value” – is a selection process in which Solutions contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include approach, quality of proposed personnel or subcontractors, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to Valley Metro. Best value does not mean highest points score.

"Clarification" - a communication with an offeror for the purpose of eliminating irregularities in a Solution; may be initiated by either offeror or purchaser; does not give offeror an opportunity to revise or modify its Solution, except to the extent the correction of mistakes results in revision.

“Contract” – The term “Contract” means the written agreement between the parties inclusive of any attachments and any Change Orders issued thereto.

“Contract Documents” – The term “Contract Documents” means this Request for Solutions, attachments to the Contract (e.g. Price Schedule, other required Attachments, etc.), and any Change Orders issued thereto.

“Contractor” – The Bus Manufacturer selected by Valley Metro, if any, to perform the Work as set forth in the Contract Documents. The terms “contractor” and “consultant” may be used interchangeably.

“CPM Schedule” - Technique for process planning that defines critical and non-critical tasks with the goal of preventing time-frame problems and production backlog or stoppage.

“DBE” – Disadvantaged Business Enterprise as defined in 49 C.F.R., Part 26 and JIA Circular 4716.1A, "Disadvantaged Business Enterprise Requirements for Recipients and Transit Vehicle Manufacturers", including any updates thereto.



"Discussion" - Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a Solution. To provide the Offeror an opportunity to revise its Solution.

"FTA" – The Federal Transit Administration, United States Department of Transportation, formerly known as the Urban Mass Transportation Administration.

"Indemnified Group" - Valley Metro Rail, Inc., its Members, Regional Public Transportation Authority, its Members, and their respective consultants, representatives, officers, directors, employees.

"Joint Venture" – A legal association of entities formed for the purpose of proposing on the RFS and executing the Contract as a single business entity.

"Members" – Cities and municipalities that are Members of the Valley Metro Boards

"Offeror" – The individual, firm, partnership, corporation, joint venture or other entity, that submits a Solution to Valley Metro, in response to this RFS, seeking to be selected as the Bus Manufacturer.

"Solution" – A written Offer, in response to this RFS, by an Offeror for the Work, properly signed, dated and completed and as may be amended or modified by a Best and Final Offer (BAFO).

"RFS" – This Request for Solutions.

"RPTA" – Regional Public Transportation Authority, also known as Valley Metro.

"Valley Metro" – Brand name for the regional transportation system.

Valley Metro Rail, Inc. – The organization charged with the design, construction and operation of the Valley's light rail system, also known as Valley Metro.

4. GENERAL SUMMARY OF WORK

The term "Work" means the furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to design, manufacture, test and deliver the base order of seventeen (17) circulator buses and the options for up to an additional nine (9) over a five-year term contract. It also includes delivery of data, manuals, drawings, training and support services, spare parts, special tools and test equipment, to perform the Contract.

5. AWARD

Agency reserves the right to award a single or multiple contracts under this solicitation.

6. TERM AND TYPE OF CONTRACT

The term of this contract shall be for a period five (5) years. The unit price for each vehicle shall be firm fixed price. Contract pricing may have escalation applied as described in Exhibit C – Special Terms and Conditions, Section 5 "Price Adjustment Procedure". There are no options years.



7. APPROPRIATION OF FUNDS

Every payment obligation of Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Agency at the end of the period for which funds are available. No liability shall accrue to Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. SOLUTION VALIDITY

All Solutions received in response to this RFS shall be valid for a minimum term of one hundred eighty (180) calendar days from the Solution Closing Date (hereinafter referred to as the "Solution Term"). Agency reserves the right to request that Offerors extend the Solution Term.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

The Agency is committed to socially and economically disadvantaged, minority, women and small businesses participating in contracting opportunities. The Agency extends to each individual, firm, vendor, supplier, Submitter, and subcontractor an equal economic opportunity to compete for Agency business and strongly encourages voluntary use of disadvantaged and/or minority-or women-owned businesses to reflect both the industry and community ethnic composition.

All Offerors will be required to comply with FTA's DBE requirements found in 49 CFR Part 26. This procurement will require Offerors to certify, by completing the Attachment P, TVM Certification, that they have on file with the FTA an approved or not disapproved annual DBE subcontracting participation goal.

10. TAXES

Unless otherwise provided in the Contract Documents, the Offeror's Price Schedule is deemed to include all Arizona Sales and Transaction Privilege Tax (TPT), use, consumer, gross receipts and other taxes mandated by applicable federal, state, and local laws and regulations. Agency is exempt from sales tax for rolling stock.

11. FINANCIAL DATA

Offerors agree to permit access to financial records for a Pre-Award Audit to verify the accuracy of financial data, should Agency determine that such an audit is required prior to negotiations or award of contract.

12. RIGHT TO REJECT MATERIALLY UNBALANCED OFFERS

Agency reserves the right to reject offers that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.



13. SCHEDULE OF EVENTS

RFS Release	Thursday, September 5, 2019
Last Date For Inquiries	Wednesday, October 2, 2019
Final Addendum Issued	Wednesday, October 9, 2019
Solutions Due	Wednesday, October 16, 2019
Interviews / Demo	Wednesday, November 6, 2019
Notice of Preliminary Selection	Monday, December 2, 2019
Commence Contract Negotiations	TBD
Pre-Award Audit Due	Tuesday, December 17, 2019
Board Approval Date	Thursday, January 16, 2020
NTP	TBD
Kick Off Meeting	TBD

14. AVAILABILITY OF RFS DOCUMENTS

RFS documents will be available on or about Friday, September 6, 2019. The Request for Solutions package may be downloaded from Agency’s e-procurement website <https://valleymetro.procurement.com/home>. You will be required to register prior to downloading.

While Agency is confident in the full functionality of this system, as a legal matter, notification services provided through the e-bid site are not guaranteed and users of the notification system are ultimately responsible for reviewing postings to the site. Agency disclaims all liability for damages caused by the use of this site or the information it contains.

15. COMMUNICATIONS AND REQUESTS FOR CLARIFICATIONS

All correspondence, communications, and/or contacts regarding this RFS shall be in writing and submitted via the AGENCY’S e-procurement website <https://valleymetro.procurement.com/home> by selecting the Clarifications Tab.

If an Offeror determines at any time that the Work or any matter relating thereto is not sufficiently described or explained in the RFS, or that any conflict or discrepancy exists between portions thereof or with any federal, state or local law, ordinance, rule, regulation or other standard or requirement, the Offeror shall submit a written request for clarification to the Agency.



Written questions must be submitted via the AGENCY'S e-procurement website <https://valleymetro.procurement.com/home> by selecting the Clarifications Tab, before the last date for inquiries identified in RFS Schedule of Events, or 5:00 P.M. MST on Wednesday, October 2, 2019

Responses to questions and/or inquiries will be answered via the e-procurement website. Offerors shall not rely upon any responses given via email, oral responses, statements or conversations with the AGENCY employees, agents, or representatives regarding the RFS documents.

Communications with the Agency officials and/or staff other than those listed above may disqualify the Offeror involved.

16. ADDENDA TO SOLICITATION

Responses to questions and/or inquiries will be prepared in the form of written addenda. Addenda can be found on Agency's e-procurement website at <https://valleymetro.procurement.com/home>.

In the event that it becomes necessary to revise any part of this RFS, a written addendum will be prepared. Agency reserves the right to amend this RFS at any time. Any revisions to, or interpretations of, the RFS shall be described by written addenda.

The Offeror shall acknowledge receipt of all addenda issued under this RFS with its Solution on page 2 of the Solicitation Offer and Award Form. Failure to acknowledge receipt of addenda may, at Agency's sole option, disqualify the Solution as non-responsive. Offerors are not required to include copies of addenda with their Solutions.

The Offeror shall acknowledge that its Solution submission includes all addenda issued for this RFS. All addenda issued shall become part of the RFS and contract award process.

17. DUTY TO INQUIRE

The Offeror has a duty to inquire into the terms, conditions and requirements of this RFS. Should an Offeror discover discrepancies or omissions in the RFS, or should the Offeror have doubt as to meanings, the Offeror shall notify through the e-procurement website at <https://valleymetro.procurement.com/home> prior to the last date for inquiries. Should Agency find that a point in question is not clearly and fully set forth; a written Addendum will be prepared.

18. RFS AS EXCLUSIVE BASIS FOR SOLUTIONS

This RFS represents the most comprehensive and definitive statement Agency is able to make as to the terms, conditions, requirements and technical specifications for this procurement. This RFS and any subsequent written addenda shall serve as the sole basis upon which Offerors may submit Solutions. Any information or understanding, verbal or written, which is not contained either in this RFS or in subsequent RFS written addenda, shall not be considered by the Offeror when submitting its Solution.



19. SOLUTION DELIVERY, DUE DATE AND TIME

- A. Offerors responding to this RFS must submit the Solution electronically through the AGENCY'S e-procurement website <https://valleymetro.procureware.com> via the Response Tab. Offers shall be received before the offer due date and time stated herein. Solutions submitted outside of the AGENCY'S e-procurement website or those that are received after the offer due date and time shall be rejected.
- B. All RFS responses submitted through the AGENCY'S e-procurement website <https://valleymetro.procureware.com> shall be a printable and accessible format of Word, Excel or PDF.
- C. The deadline for submission of Solutions is **3:00P.M. MST Wednesday, October 16, 2019** (hereinafter referred to as the "Offer Due Date").

20. MODIFICATION OF SOLUTION

A modification of a Solution already received by Agency will be accepted by Agency only if the modification is executed by an individual legally authorized to bind the Offeror, and received by Agency prior to the Solution Closing Date, or is made pursuant to a Best and Final Offer (BAFO) request. All modifications shall be made in writing and submitted in the same form and manner as the original Solution.

21. WITHDRAWAL OF SOLUTION

A Solution may be withdrawn by submitting a written notice received by Agency at any time prior to the Solution Closing Date. A Solution may be withdrawn at the delivery address shown above, in person by an Offeror or his/her authorized representative, provided that his/her identity is made known and that he/she signs a receipt for the Solution prior to the Solution Closing Date.

By submitting a Solution and not properly withdrawing it prior to the Solution Closing Date, an Offeror agrees that it shall keep its Solution open and shall not withdraw its Solution for the duration of the Solution Term, or any agreed upon extension thereof.

22. SOLUTION FORMAT AND PREPARATION INSTRUCTIONS

General Requirements

Offerors shall submit Solutions that are clear, concise and complete. If appropriate, explain the meaning of abbreviated terms or acronyms.

Offerors are responsible for becoming familiar with all sections of this RFS and shall fully inform themselves of all requirements in preparing their Solutions.

Solutions shall conform to the requirements of this RFS. Failure to submit information required by this RFS, or in the format specified, may be cause for disqualification of a Solution as non-responsive. Only Solutions that address all of the required Work will be determined responsive.

Offerors shall make, in summary format, a statement accepting the terms and conditions contained within the solicitation documents, or identify and explain any exceptions to such terms and conditions. Offerors shall identify in detail and list any exceptions, conditions, reservations or understandings (collectively referred to as



“Exceptions”) to this RFS as provided for under Section III Exceptions page 12 of 19. Offerors shall reference the Section (and Paragraph, if applicable) of this RFS where the Exception exists and provide the suggested changes to the Exception. Exceptions not specified shall be considered invalid and of no significance.

Offerors shall acknowledge each addendum issued and affirm that such addenda have been taken into consideration in preparing their Solution on page 2 of the Solicitation Offer and Award Form. Offerors are not required to include copies of addenda with their Solution.

A Solution submitted by an individual or sole proprietorship shall be signed by the individual or sole proprietor. A Solution submitted by a partnership shall be executed in the partnership name and signed by all partners. A Solution submitted by a corporation shall be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by the evidence of authority of sign) and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary. A Solution submitted by a joint venture shall list the names of all joint venture members and shall be executed by all joint venture members. A Solution submitted by a Limited Liability Company (LLC) shall be signed by the manager or members, as the case may be. All names and applicable titles shall be typed and printed below the signatures. Signature of Power of Attorney authorizing one person from the Joint Venture or partnership is acceptable.

Solution Format and Content Requirements

Solutions shall be typed, double spaced and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. The Technical Solution should not exceed one-hundred (100) pages in length, excluding any appendices. Each Solution shall contain all of the information listed in this Exhibit. Solution shall be complete in every detail, prepared in a simple straightforward manner with concise information of the firm’s capabilities. Emphasis should be placed on completeness and clarity of content. Solution shall be well organized and follow a tabular format and presented in the same order which it is requested. The numbering of each section of the Solution shall follow the sequence and numbering system of this RFS.

Solutions shall be submitted electronically through Agency’s e-procurement website <https://valleymetro.procurement.com> via the Response Tab.

Submission Requirements

Offerors shall submit **one (1)** Technical Solution and **one (1)** signed Price Schedule (Attachment A).

The Offerors Solutions will be comprised of two submittals:

#1 Submission - Technical Solution

#2 Submission - Price Schedule (Attachment A)

Content Requirements

The Solution shall be submitted in accordance with the requirements described below. A blank divider page should precede each section with an index tab extending beyond the far right side of the page. The index tab should have the appropriated section number typed thereon. At a minimum, each Offeror should address the items set forth in the sections outlined below.



Solutions shall be prepared in single-spaced type, 11-point Calibri font, on 8-1/2" x 11" pages using one side of the paper only. Of the total pages, ten of these pages may be 11" x 17" in size, single-sided, and will count towards 1 page each. Divider pages are not included in the page limitation, provided that divider pages are blank. Pages should be numbered at the bottom to show the page numbers and total number of pages in the Solution; e.g. Page 1 of #, Page 2 of #, etc. Front and back covers do not count towards the page limitation.

A maximum three page introductory letter should be submitted. There are ten pages of additional supportive information which may include resumes, additional project descriptions, graphs, charts, photos, references, etc., and is at the discretion of the Offeror.

Solution Content and Format

SUBMISSION #1 TECHNICAL SOLUTION		
Section I – Introduction		(Maximum 3 Pages)
1.	Introductory Letter	
Section II – Evaluation Criteria		
1.	Technical Compliance to Exhibit G	350 points
2.	Service Proven Design and Capability of Bus Manufacturer to Meet Delivery Schedule	125 points
3.	Life Cycle Costs	125 points
4.	Qualifications and Experience of Bus Manufacturer and Sub Suppliers	100 points
5.	Quality Assurance Approach	25 points
6.	Proposed Warranty Program	25 points
Section III – Exceptions		
Section IV – Required Submittals		
SUBMISSION #2 PRICE SCHEDULE (Attachment A)		
Section V – Price Schedule (Attachment A)		
7.	Price Schedule (Attachment A)	250 points



Detailed Technical Solution Section Requirements

Section I – Introductory Letter (Maximum 3 pages)

The introductory letter shall include a summary providing an overview of the Offer and should discuss the proposed team organization; proposed staffing and staffing commitments (including designated point of contact post award); affirm that all Buy America requirements (i.e. percentage) will be met; address delivery schedule and NTP date as referenced in Exhibit C, Section 2; and be signed by an individual(s) authorized to bind the Offeror.

Include a statement accepting the RFS terms and conditions and/or explain in summary format its exceptions to the terms and conditions. The introductory letter should also include location of manufacturing offices, telephone numbers, email addresses, individual to contact regarding this Solution, and any other information Offerors may deem pertinent and introductory in nature.

Section II – Evaluation Criteria

Solutions shall be evaluated based upon the evaluation criteria contained within this RFS. Offerors shall respond to and provide sufficient information within this section for each evaluation criteria to allow for a thorough evaluation of Offeror's Solution. See Paragraph 23 for additional details.

Section III – Exceptions

Exceptions taken to the terms and conditions of the RFS, or to any of its exhibits or attachments shall be clearly identified and submitted on Attachment O – Exceptions Form. Offeror must cite each paragraph and/or specific part of the solicitation to which the exception is taken. Offeror shall provide rationale in support of the exception and fully explain its impact, if any, on the performance, delivery, price, and specific requirements of the solicitation.

Specification Exceptions

The Offeror must certify that the proposed vehicle meets all the requirements of the specification except as noted below.

In the first phase (prior to any BAFO), deviations or exceptions or substitutions or approved equals to the requirements in the RFS may be submitted with the technical Solution for Agency's consideration. The exception spreadsheet must explain the reasons for each request for deviation or exception or substitution or alternate requirement, must identify the appropriate Section(s) of the Technical Specifications, and must provide revised language or deletions.

Any such deviations will be discussed with the Offeror if the Offeror is found to be within the competitive range during the first phase. As a result of such discussions, Agency may issue addenda incorporating such deviations it considers to have merit when it issues the Request for BAFO. No deviations or substitutions or alternate requirements will be allowed in the BAFO.



Exceptions Format

This information shall be provided in a similar spreadsheet format and content of the below table. The exceptions shall be provided with Solutions in a spreadsheet format and clearly market "Exceptions to RFS Terms and Conditions".

Solicitation Document	Paragraph/Page	Requirement	Rationale	Impacts On
RFS, Bridging Documents, Exhibits, Attachments, Addendums	Applicable Document, Page, Section, Paragraph, specific language	Identify the requirement or portion to which the exception is taken	Offeror justification why the requirement will not be met and its alternative strategy or position	Schedule, Cost, Performance, Other

Section IV – Required Submittals

Offerors shall submit the Exhibits and Attachments identified on the Solicitation Offer and Award Form.

Section V – Price Schedule (Attachment A)

Offerors shall submit a completed and signed Price Schedule (Attachment A). If Offeror chooses to submit pricing for Hybrid Vehicle option(s) they must also specify the type: (i.e.: CNG/Diesel, Gas/Elect, CNG/ Elect, etc.) is being proposed. This detail shall be included in the Technical response.

23. EVALUATION CRITERIA FOR SELECTION

Offerors are encouraged to ensure their Solution addresses each of the following evaluation criteria and sub-criteria contained in this RFS. The following evaluation criteria have been established by the Agency for this procurement. The criteria will allow the Agency to evaluate and analyze Solutions on a fair and equal basis, and to afford all proposers the opportunity to know how their Solutions will be evaluated.

Technical Compliance to Exhibit G

350 points

Offeror shall explain in detail how its Bus meets Agency’s technical requirements for comfort, safety, reliability, operating characteristics, and economy of operation for its full service life. The Offeror shall address how its Vehicle will achieve the requirements contained in all sections of Exhibit G – Technical Specifications. The offeror shall submit a copy of the most recent Altoona test results for each vehicle proposed.

Service Proven Design and Capability of Bus Manufacturer to Meet the Delivery Schedule

125 points

Describe past performance, including all contracts awarded with similar specifications and responsibilities up to the last ten (10) years. Identify transit agencies, quantity of vehicles sold, record of on-time delivery and on-budget for each contract.

Identify how the Offeror met a prior contractual requirements and production schedules. Explain if the Offeror has been late on delivery schedules, spare parts, or warranty repairs. Identify any scheduled periods of plant shut-downs.



Describe how the delivery requirements, as identified in Exhibit C, Section 2 – Estimated Bus Quantities and Delivery Schedule, will be met.

Life Cycle Costs

125 points

Offeror shall provide a life cycle cost estimate for its proposed Bus. At a minimum, it should include such costs as fuel, preventative and non-preventative maintenance. The analysis shall include how failure rates and repair times were determined. It should include an itemized listing of; estimated fuel consumption (mpg), estimated service and maintenance cost per mile, miles between road calls, and major rebuilds, hours of mechanic training, and service cleaning personnel in order to become proficient in the proper maintenance repair and service of the Bus. You must include a list of recommended spare parts and tools to service and maintain the Buses for one year.

Qualifications and Experience of Bus Manufacturer and Sub Suppliers

100 points

Offeror shall provide information detailing manufacturing qualifications and capabilities, including experience of its staff and Sub Suppliers.

Offeror shall identify key personnel, and provide a summary of their qualifications and percentage of their time dedicated to this contract. Offeror shall demonstrate plans for product support, issue resolution including fleet defects, effectiveness of training program, and documentation quality.

Quality Assurance Approach

25 points

Offeror shall provide a management summary and comprehensive detailed overview of their proposed quality assurance program that meets the requirements contained in Exhibit C, Section 16 and shall be of a proven design suitable for transit service in the greater Phoenix region environment. Components that are experimental in nature or limited production are not acceptable.

Proposed Warranty Program

25 points

Offeror shall provide a management summary and comprehensive detailed overview of their proposed warranty program that meets the Warranty requirements in Exhibit C, Section 15. Any proposed warranty shall meet or exceed industry standards for the vehicles being proposed.

PRICE SCHEDULE (Attachment A)

250 points

Price Evaluation

Under the terms and conditions identified in Attachment A. Price Schedule, Offeror shall complete and submit pricing based on the requirements described in Exhibit G, Scope of Work. The Price Schedule must be submitted separate and apart from the Offeror's Technical Solution.

Under the Best Value evaluation and selection process, both price and life cycle cost are part of the overall evaluation and selection process. Prices offered will be compared to Agency's Independent Cost Estimate (ICE) to determine price fair and reasonableness.

The Offeror's grand total price submitted within Attachment A. Price Schedule will be allocated the price points identified in the evaluation criteria. Offerors with the lowest price offer will receive the maximum 250 points.



Solutions with higher price offers shall receive a proportionately lesser amount of points using the following formula:

Example:

Offeror A: Total price is \$3,000,000
Offeror B: Total price is \$3,250,000
Offeror C: Total price is \$3,500,000

Total points available for Grand Total in Attachment A. Price Schedule are 350 points.

Offeror A: $\$3,000,000 / \$3,000,000 \times 350 = 1.000 \times 350 = 350$ points
Offeror B: $\$3,000,000 / \$3,250,000 \times 350 = 0.923 \times 350 = 323$ points
Offeror C: $\$3,000,000 / \$3,500,000 \times 350 = 0.857 \times 350 = 300$ points

Agency reserves the right to make a selection for contract award based on the initial price offer submitted without the Agency requesting a Best and Final Offer (BAFO).

SELECTION PROCESS if using Price Schedule (Attachment A)

A. General

The selection process shall be conducted in a manner providing maximum full and open competition. All Solutions received by the published Closing Date will be reviewed to determine compliance with this solicitation. Solutions not in compliance with the solicitation requirements may be deemed non-responsive, in which case the Offerors will be notified that their Solution has been rejected.

The selection process will involve “two-parts” whereby the Offeror’s technical Solution is evaluated based on the published criteria. After the selection committee has conducted its technical evaluation, the price Solution Attachment A. Price Schedule shall be evaluated and factored with the technical scoring and rankings. The firm offering the overall best value to the Agency will be recommended for award.

B. Selection Committee

A selection committee of qualified and experienced individuals will be appointed to evaluate the Solutions. Technical Solutions will be scored and ranked in accordance with the published evaluation criteria and then categorized as acceptable, potentially acceptable or unacceptable. Acceptable is defined as services, materials, goods or rolling stock identified in the Offeror’s Solution will meet or exceed the specifications and requirements in Exhibit G Technical Requirements. Potentially Acceptable is identified as having the potential to be made acceptable. Solutions evaluated as technically unacceptable shall be rejected. Offerors may be requested to respond to clarifications or specific discussion questions regarding their proposed Technical Solution.

Based upon the initial evaluation alone, without interviews, further discussions, revised technical or price Solutions or Best and Final Offers (BAFOs), the selection committee may recommend contract award to



the Offeror whose Solution is responsive, responsible and provides the most advantageous and best value to the Agency.

C. Demonstration

Technically responsive Solutions will be required to present their proposed bus for review by the selection committee. This presentation will be at a site determined by the Agency and will include but not limited to a static walk around review, an on the rack visual review and a test-drive of the bus. This demonstration will be scheduled once the initial technical evaluation of the Solutions has been completed.

D. Interviews

Those Offerors whose Solutions are deemed to be in the competitive range may be invited to interviews by the selection committee. The selection committee will establish the format and develop questions for the interviews. Interviews shall be used solely to facilitate the evaluation of the Solutions. Interviews will not be used to fill in missing or incomplete information that was required in the Technical Solution.

If interviews are conducted, Offerors' key personnel must attend, respond to questions, and provide any related information requested by the selection committee. Valley Metro may designate the interviews as discussions and shall advise the invited firms by formal letter whether a competitive range has been established. The Agency reserves the right to identify and limit the number of Offerors' personnel who may attend interviews. The date, time, location and allotted time, as well as equipment available to Offerors shall be provided by formal letter issued by the Agency's Contracts Administrator.

After interviews are completed, the selection committee will reconvene and may elect to enter into discussions with the Offerors deemed to be in the competitive range. The competitive range will consist of all Solutions that have a reasonable chance of being selected and recommended for award. If and after discussions are concluded, Offerors may be provided an opportunity to submit a Final Revised Solution (FRP) or a Best and Final Offer (BAFO). In either case, the FRP or BAFO shall be evaluated in accordance with the solicitation's published evaluation criteria. Should an Offeror decline to submit an FRP or BAFO, its original Solution will be considered its final offer. The Agency may proceed directly to award recommendation without discussions if it's in its best interest to do so.

E. Award Recommendation

The Agency reserves the right to make multiple contract awards. The selection committee will recommend an award to the Offeror(s) whose Solution is the Best Value to the Agency. The Agency may not necessarily make an award to the Offeror with the highest technical ranking, nor to the Offeror with the lowest price Solution, if doing so would not be in the overall best interest of the Agency. The Best Value process shall include a tradeoff analysis of price / cost and non-cost evaluation factors and recorded in the form of a consensus memorandum. When the selection committee completes its evaluation, a Notice of Preliminary Selection will be sent to all Offerors.



24. INCORPORATION OF OFFEROR'S SOLUTION

Agency reserves the right to incorporate the successful Offeror's Solution into any resulting contract, by reference or full text. This includes any revisions and supplements of best and final offers, if applicable.

If, after contract award, it is discovered that changes were agreed to in writing during negotiations, but were not incorporated into the resulting contract, such changes shall be considered administrative in nature and incorporated by unilateral modification at no change in the contract cost or price, or other terms and conditions. To satisfy the contract requirements, the Offeror shall adhere to the Solution approach accepted by Agency.

25. SINGLE RESPONSE

In the event Agency receives a single Solution in response to this RFS and such Offeror meets all of the other requirements of the selection process, a detailed cost Solution shall be requested. A cost analysis and evaluation and/or audit of the cost shall be performed to determine if the cost is fair and reasonable. The Offeror shall be prepared to provide, upon request, cost summaries of estimated costs (direct labor, price, profit, overhead, other direct costs, etc.) and documentation supporting all cost elements. Agency shall then commence negotiations if the cost is determined to be fair and reasonable. In the event a satisfactory contract cannot be negotiated with the single Offeror, Agency will terminate negotiations and may re-solicit its requirements.

26. CONTRACT AWARD

The successful Solution(s) resulting from this solicitation will be presented to Agency's Chief Executive Officer for review and recommendation to Agency's Board of Directors for contract award. Agency will not be deemed to have accepted a successful Offeror's Solution until Agency's Board of Directors approves the award recommendation, and Agency and the successful Offeror formally execute the Contract. Work may only be authorized by written Notice to Proceed or Change Order.

27. PROTEST PROCEDURES

Protest Procedures

In Interested parties have a right to seek resolution of any concerns, issues, or perceived wrongs associated with this procurement. Upon receipt of a written protest(s), issues of concern will be researched and a written final determination to the protesting party will be issued by the Chief Executive Officer of Agency. In responding to this RFS, the Offeror agrees that any legal action in any state or federal court relating to this procurement may not be commenced until the administrative Protest Procedures promulgated by Agency have been exhausted.

Protests must be made in accordance with Agency's written protest procedures, which are available from the Contracts & Procurement Department, Agency, at 101 N. 1st Avenue, Suite 1400, Phoenix, AZ 85003, upon request.

Notice of Protest

Protestors shall lodge written protests with the Manager, Contracts & Procurement at Agency, 101 North 1st Avenue, Suite 1400, Phoenix, Arizona 85003. Protests must be received by Agency within the time limits identified



below, must contain the name of the protesting party and solicitation/contract number or description of the procurement, and must clearly state the grounds for the protest and the relief sought.

Protest Prior to Solution Closing Due Date & Time

Any actual or prospective bidder or Offeror who has an objection to a procurement document or process prior to the RFS Closing Date, shall lodge a protest with Agency not less than five full (5) working days before the scheduled Closing Date. All prospective “Document Holders of Record” will be notified that a protest has been filed, and that the Submittal Date may be postponed until further notice.

Protest Prior to Award

All Offerors shall be mailed a copy of the “Notice of Preliminary Selection” a contract to the successful Offeror prior to award of contract to the successful Offeror. Any interested party who has an objection to the award of a contract for this procurement shall lodge a complaint with Agency no later than five (5) full working days after the date of the “Notice of Preliminary Selection”. All Offerors will be notified that a protest has been filed. The award of the contract may not be made prior to the resolution of the protest at the sole discretion of Agency.

Post-Award Protest

Any protestor who has standing may lodge a formal complaint with the Manager, Contracts & Procurement no later than five (5) full working days after the date of contract award. All Offerors shall be notified that a post award protest has been filed.

28. SOLICITATION CONDITIONS AND REQUIREMENTS

A. Failure to Execute Contract

Bus Manufacturer’s failure to execute the contract, submit proof of insurance, or submit any other items as provided in the contract documents, shall be just cause for cancellation of the award. The Bus Manufacturer hereby agrees to, and shall reimburse Agency for all damages arising from such failures.

B. Cost of Solution Preparation

Agency shall not be liable for any pre-contractual expenses incurred by any Offeror. Offeror shall not include any such expenses as part of the price schedule in response to the RFS. Each Offeror shall hold Agency harmless and free from any and all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFS. Pre-contractual expenses are defined as any expenses incurred by Offeror in:

- Preparing a Solution and related information in response to this RFS;
- Negotiating with Agency on any matter related to this RFS;
- Attending interviews and meetings, traveling and/or making presentations; and
- Accruing other expenses prior to the date of contract award and receipt of a Notice to Proceed



C. Limitations

Agency and Offeror acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of any contract, absent the express written consent by the federal government, the federal government is not a party to any contract resulting from this RFS and shall not be subject to any obligations or liabilities to Agency, Bus Manufacturer or any party (whether or not a party to said contract) in any matter resulting or pertaining to said contract.

29. **SIGNATURES**

All documents requiring signature shall be signed by an individual(s) authorized to execute legal documents on behalf of the party represented.

30. **CONFIDENTIALITY OF INFORMATION**

Solutions will not be publicly opened. Solutions and evaluations will be kept confidential throughout the procurement process. Subject to applicable laws and Agency's procurement policies, financial information required to be submitted with Cost Solutions to establish financial responsibility and other financial data, such as wages and overhead rates, shall be handled as confidential data and utilized on a 'need-to-know' basis for Solution evaluation. Reasonable efforts will be made to avoid disclosure except as necessary for evaluation.

Offerors shall specifically designate and clearly label "CONFIDENTIAL" any and all materials or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Offeror shall provide the legal basis for the exemption to Agency upon request. If a Solution does not clearly identify the "CONFIDENTIAL" portions, Agency will not notify the Offeror that its Solution will be made available for inspection.

If a request is made for disclosure of material or any portion marked "CONFIDENTIAL", Agency will determine whether the material should be made available under the law. If Agency determines that the material is not exempt and may be disclosed, Agency will notify the Offeror of the request and allow the Offeror ten (10) working days to take appropriate action. If the Offeror fails or neglects to take such action within said period, Agency may release the portions of the Solution deemed subject to disclosure.

To the extent that Agency withholds from disclosure all or any portion of the Offeror's documents at Offeror's request, Offeror shall agree to fully indemnify, defend and hold Agency harmless from all damages, penalties, attorneys' fees and costs Agency incurs related to withholding information from public disclosure. By submitting a Solution, the Offeror consents to the procedure outlined in this paragraph and shall have no claim against Agency by reason of actions taken under this procedure.

31. **EXAMINATION OF REQUEST FOR SOLUTION DOCUMENTS**

By submitting a Solution, the Offeror represents that it has thoroughly examined the work required under this RFS and that it is capable of performing quality work to achieve the project's goals and objectives.



32. RELEASE OF INFORMATION

Written approval by Agency shall be required prior to any public disclosure regarding this RFS or any subsequent contract award.

33. AGENCY RESERVED RIGHTS

Irregularities in Solutions: Agency reserves the right to waive any irregularities in any Solution submitted in response to this RFS solely at its option.

34. RFS CANCELLATION

Agency reserves the right to cancel this RFS at any time before execution of the Contract by any and/or all parties if cancellation is deemed to be in Agency's best interests. In submitting a Solution, Offerors acknowledge that, even after Notice of Award, should Agency decide not to enter into the Contract, such decision will not result in any claims or causes of action for costs or damages by Offerors against Agency. In no event will Agency incur any liability for the cancellation of this RFS or a Notice of Award. Offerors assume the sole risk and responsibility for all expenses connected with the preparation of a Solution. Agency reserves the right to reject all Solutions and re solicit or cancel this procurement if deemed by Agency to be in its best interest.

---- End ----



EXHIBIT C – SPECIAL TERMS AND CONDITIONS

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1. TYPE AND TERM OF CONTRACT

The Contract shall be Firm Fixed Price (with price escalation as noted in Section 5 below). The term of the contract with be for Five Years from the date of execution and Notice to Proceed. There are no Options Years.

2. OPTION VEHICLE QUANTITIES

The RFS quantities are estimated (see table below) and contingent upon availability of appropriated funds and subject to change during the term of the Contract.

DELIVERY DATES	Estimated Base Quantity (5 Year Total)	Estimated Option Quantity (5 Year Total)
*September 2020	12	
*September 2021	5	9
*September 2022	0	0
*September 2023	0	0
September 2024	0	0
Combined total	17	0
	Grand Total (Base & Options)	26
*Offeror, shall identify in their proposal, their required NTP date, in order to meet the delivery dates in the above table.		

3. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by Valley Metro and as they may be amended, the following shall prevail in the order set forth below:

- Federal Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Technical Specifications, Statement or Scope of Work
- Solicitation Instructions and Conditions
- Attachments
- Exhibits
- Other Provisions of the Contract, whether incorporated by reference or otherwise

In the event the parties hereto cannot resolve a dispute or conflict, the final decision-making authority shall reside with Valley Metro Chief Executive Officer.

4. METHOD OF COMPENSATION

Under this Contract, the Agency will pay for satisfactory and complete performance of work at the price specified in Exhibit A - Price Schedule, with no additional charges for overhead, benefits, local travel or administrative support. Bus Manufacturer shall be paid per the agreed upon progress payment schedule as identified with Exhibit A and in the Special Provisions – Technical. Invoice must be submitted to Agency by the 10th day of the month following the period in which the Bus was delivered and accepted and must contain: date, contract number, supporting documentation, and invoice amount. Invoice shall be submitted free of mathematical errors and/or missing supporting documentation. Upon finding of an error and/or missing documentation, Agency shall return the invoice to Bus Manufacturer. Bus Manufacturer shall promptly resubmit the revised invoice to the Agency. Failure to identify an error does not waive any of the Agency's rights

If the Agency disputes any item or item invoiced in a Billing, the Agency shall pay all items not in dispute. The Agency and Bus Manufacturer shall seek to promptly resolve such dispute and upon its resolution the Agency shall pay the amount agreed to be paid to Bus Manufacturer with the next succeeding payment.

Time for Review and Approval. The Agency shall review, approve and make payment to the Bus Manufacturer within thirty days (30) days after the receipt of a properly submitted invoice.

5. PRICE ADJUSTMENT PROCEDURE

The unit price for each vehicle shall be firm and fixed through June 30, 2021. For each subsequent year of the Contract, the unit price for each vehicle type may be adjusted in accordance with the Contract Pricing Schedule plus any price increase or decrease (not to exceed 3% annually) based on the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The unit price of the vehicles for subsequent orders (after the initial two (2) year period) will be determined by multiplying the Contract price by the following fraction:

Latest Published Preliminary Index Number Prior to Notice to Proceed / Index Number on Effective Date of the Contract

The Index shall be the Producer Price Index WPU1413-0271 for Transportation Equipment, Truck and Bus Bodies, Buses, Complete, Produced on Purchased Chassis, Series No. 1413 published by the United States Department of Labor Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. However, in no case shall the annual increase or decrease in the cost of a vehicle adjusted by the above referenced index exceed three percent (3%) per annum. If the Agency determines that this method of price adjustment has become unsuitable, a new method may be adopted by mutual agreement of the Agency and the Contractor.

6. NOTICES AND COMMUNICATIONS

All notices and other communications concerning this Agreement shall be written in English and shall bear the number assigned to the Agreement by Valley Metro. Notices and other communications may be delivered personally, by email, by facsimile, or by regular, certified, or registered mail. Notices and communications are effective when received.

Prior to issuance of the Notice to Proceed, a notice to Valley Metro will be effective only if it is delivered to Valley Metro's Contract Administrator, 101 N. 1st Avenue, Suite 1400 Phoenix, Arizona 85003. All correspondence shall reference the Contract number.



Prior to commencement of Work, a notice to the Contractor will be effective if it is delivered to the individual who signed this Agreement on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated by Contractor in this Agreement or in a written notice to Valley Metro.

All notices and other communications required or permitted by this Agreement shall be in writing and (i) delivered in person, (ii) sent by first class mail, (iii) sent by certified first class mail, return receipt requested, postage prepaid, or (iv) by commercial or United States Postal Service overnight delivery service, to the following addresses or to such other addresses as the Parties may hereafter designate by written notice. All such notices or other communications shall be deemed delivered immediately if delivered in person, three (3) days after deposit in the United States Postal Service first class mail if mailed, upon receipt as indicated on signed certified mail receipt and on the following Business Day if sent by overnight delivery service.

Valley Metro:

Valley Metro

101 North First Ave. Suite 1400

Phoenix, AZ 85003

Chief Procurement Officer

Contractor : TBD

7. NOTICE OF LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately should give notice, including all relevant information, to the Valley Metro Project Manager and the Valley Metro Contracts and Procurement Manager.

The Contractor agrees to insert the substance of this clause, including this paragraph in any subcontract under which a labor dispute may delay the timely performance of this Contract; except that each subcontract should provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor should immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

8. COMMUNICATIONS WITH CONTRACTOR'S STAFF

In order to ensure efficient communication of operational needs, Valley Metro staff shall be permitted to communicate directly with Contractor's staff regarding day to day issues for the purpose of inquiry as to factual performance issues. The Valley Metro will not give Contractor's staff directions concerning performance under the Contract. Issues which affect the Contract will be communicated through the Project Manager and Procurement Department.

9. PROJECT KEY PERSONNEL

Project Manager

The Contractor shall appoint an individual acceptable to the Agency to serve as the full time Project Manager. The individual shall be responsible for the day to day activities for management and supervision of the Contract shall serve as the primary contact to the Agency. The Project Manager shall have experience managing similar type size of projects in a commuter transit environment.

10. REMOVAL OF CONTRACTOR'S PERSONNEL

The Contractor acknowledges that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Contractor agrees to be responsible for the behavior of that person during contract performance.

The Contractor acknowledges that Valley Metro has the right to require the removal of any Contractor employee that Valley Metro determines at its sole discretion to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work; (4) conduct which is not appropriate when transporting participants under this Contract.

Upon receipt of written notice from Valley Metro that a person's behavior is unduly impairing contract performance, the Contractor agrees to remove that person from doing any further work on the Contract, and to cause that person to be removed from providing service under this Contract. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by Valley Metro.

11. REPORTING

Contractor shall provide weekly Status Reports to the Valley Metro Chief Executive Officer or his/her designee, as requested.

12. POST AWARD MEETING

Contractor shall attend a post-award kick-off meeting with Valley Metro staff for discussion of the terms and conditions of Contract. Valley Metro project manager will coordinate this meeting.

13. ANTI-KICKBACK AND GRATUITIES

The Contractor is prohibited from receiving any kickbacks, gratuities, payments, merchandise, equipment, supplies, services or favors in exchange for directing additional billable services to any subcontractor.

14. TRAVEL EXPENSES

Contractor will not be eligible for reimbursement of travel related expenses incurred in the administrative performance of this Contract.

15. WARRANTY REQUIREMENTS

15.1 SCOPE OF WARRANTY

All materials, components and parts furnished under the Contract shall be new and of high quality, and all workmanship shall be of high quality, and in conformance with the Contract terms and conditions. Any proposed warranty shall meet or exceed industry standards for the vehicles being proposed.

The Bus Manufacturer warrants all materials, components, parts and workmanship of each Vehicle, each spare part or assembly, and all special tools and diagnostic test equipment provided under this Contract to be free of defects and faults in material, design and workmanship.

Such warranties by the Vehicle Manufacturer shall apply to all components, parts and workmanship, whether performed or provided by the Vehicle Manufacturer, subcontractors, or suppliers at any tier.

Such warranties shall not apply to Vehicles or components abused or neglected by Agency, or caused by Agency's modification to the Vehicles and components without the knowledge and concurrence of the Vehicle Manufacturer or damaged by some unusual and unforeseeable supervening cause occurring after acceptance.

No implied warranties of merchantability or of fitness for purpose shall apply. The Vehicle Manufacturer shall furnish, at its own expense, all materials, parts, labor, shipping costs and other expenses to fulfill its warranty obligations under the contact.

15.2 WARRANTY PERIOD

The warranty periods shall be set forth below:

A. COMPLETE BUS

The complete bus, propulsion system, components, major subsystems and body and chassis structure.

B. BODY AND CHASSIS STRUCTURE

Body, body structure, and structural elements of the suspension and engine cradle. Primary load-carrying members of the bus structure, including structural elements of the suspension, warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure.

C. PROPULSION SYSTEM

Propulsion system components, specifically the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles.

D. EMISSION CONTROL SYSTEM (ECS)

The ECS shall include, but is not limited to, the following components:

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

E. SUBSYSTEMS

The subsystems identified on Attachment AA shall be warranted to be free from Defects and Related Defects for a period beyond the initial complete bus warranty offering. **Offeror shall complete a separate Attachment AA for each vehicle offered.**

15.3 EXTENDED WARRANTY

The Offeror shall pass on to the Agency any warranty, offered by a component supplier, which is superior to that required herein. The Agency's requires the Vehicle Manufacturer to manage and administer all superior warranties on behalf of the Agency for a period of 50% of the vehicles FTA classified life expectancy. **The Offeror shall submit their warranty plan with their proposal on how they will manage warranties in excess of the Complete Bus warranty.** All superior sub-component warranties shall be disclosed to the Agency within the proposal and prior to delivery of the first vehicle of each subsequent production run.

15.4 SERIAL NUMBERS

Upon delivery of each bus, the Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to engine, transmission, alternator, starter, A/C compressor and condenser/evaporator unit, drive axle, power steering unit, fuel cylinders (if applicable), air compressor, wheelchair ramp (if applicable), AVL components, radio, video surveillance components, and destination signs. The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the Agency prior to delivery of the first production bus.

15.5 EXTENSION OF WARRANTY

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

15.6 VOIDING OF WARRANTY

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

15.7 EXCEPTIONS AND ADDITIONS TO WARRANTY

The warranty shall not apply to the following items. Scheduled maintenance items, normal wear-out items and items furnished by the Agency. Should the Agency require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall

be the only warranty provided to the Agency. This product will not be eligible under “Fleet Defects,” below. Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

15.8 PASS-THROUGH WARRANTY

Should the Contractor elect to not administer warranty claims on certain components which in turn will require the transfer of responsibility to the sub-Suppliers, or to other third parties, the Contractor shall request this waiver in writing.

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

15.9 SUPERIOR WARRANTY

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

15.10 FLEET DEFECTS

Occurrence and Remedy

A fleet defect shall be defined as cumulative failures of any kind in the same components in the same or similar application where such items covered by the warranty and such failures occur in the warranty period in the specified proportion of the buses delivered under this Contract. For deliveries of twelve (12) to forty-nine (49) buses the proportion shall be twenty-five (25%) percent. For deliveries of eleven (11) or fewer buses, fleet defect provisions shall not apply.

A Fleet Defect shall apply only to the base warranty period in sections entitled “Complete Bus,” “Propulsion System” and “Major Subsystems.” When a Fleet Defect is declared, the remaining warranty on that item continues until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order; the buses containing the new major component shall become a separate bus fleet for the purposes of Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in “Repair Procedures.” After correcting the Defect, the Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under the Contract. Where the specific Defect can

be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s).

In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement, with the Agency having the final determination in such matters. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to Agency supplied items, such as fare collection equipment and communication systems.

15.11 REPAIR PROCEDURES

Repair Performance

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

Repairs by the Contractor

If the Agency detects a Defect within the warranty periods defined in this section, it or its designated representative shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five (5) calendar days after receiving notification of a Defect from the Agency. The Agency shall make the Vehicle available to complete repairs in a timely manner within the Contractor's proposed repair schedule.

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

All work performed by the Contractor shall be documented with work orders. Each work order shall provide the following information: explanation of the repair being performed; explanation of why the repair is needed; procedure of how the repair is to be performed; list of all parts needed for the repair; and a list of vehicles affected shall be attached to the work order. The list shall show the fleet vehicle number, the VIN, license plate number, date and mileage when the repair was performed.

Repairs by the Agency

Parts Used

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

Contractor-Supplied Parts

The Agency may require the Contractor to supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid and allowed to the Agency from any source selected by the Contractor within ten (10) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

15.12 DEFECTIVE COMPONENT RETURN

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

15.13 FAILURE ANALYSIS

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

15.14 REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS

The Agency shall be reimbursed by the Contractor for its labor. The amount shall be determined by multiplying the number of labor-hours actually required to correct the defect by a per hour, 5M mechanic, straight wage rate, plus fifty (50%) percent fringe and twenty-five (25%) percent overhead, plus the cost of towing in the bus if such action was necessary. Mechanic's labor rates are subject to the prevailing union agreements. These wage and fringe benefits rates shall not exceed the rates in effect in Agency's third party contractor service garage at the time the defect correction is made.

15.15 REIMBURSEMENT FOR PARTS

The Agency, or its third party contractor, shall be reimbursed by the vehicle manufacturer for labor. The amount shall be determined by multiplying the number of man hours actually required to correct the defect by \$70.00 per hour, plus the costs of towing the bus if such action is necessary.

15.16 REIMBURSEMENT REQUIREMENTS

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

15.17 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Agency with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five (5) days, in accordance with “Repairs by the Contractor.”

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

15.18 WARRANTY PROCESSING PROCEDURES

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

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

15.19 FORMS

The Agency’s forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and the Agency.

15.20 RETURN OF PARTS

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

- bus number and VIN
- claim number
- part number
- serial number (if available)

15.21 TIMEFRAME

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

15.22 REIMBURSEMENTS

Reimbursements are to be transmitted to the following address. For Agency:

Valley Metro
101 North First Ave. Suite 1400
Phoenix, AZ 85003
Attention: Finance Department

Arrangements for electronic transfer of reimbursement funds may also be provided if the disposition of all claims is also electronically submitted to the Agency's designated representative.

16. QUALITY ASSURANCE

16.1 CONTRACTOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS

ORGANIZATION ESTABLISHMENT

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

CONTROL

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

AUTHORITY AND RESPONSIBILITY

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

16.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

MINIMUM FUNCTIONS

The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for

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

- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

BASIC STANDARDS AND FACILITIES

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

- Configuration control: Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.
- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

MAINTENANCE OF CONTROL

Contractor shall maintain quality control of purchases:

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

MANUFACTURING CONTROL

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of

- these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
 - Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.
 - Nonconforming materials: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
 - Statistical techniques: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

INSPECTION SYSTEM

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

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

16.3 INSPECTION STATIONS

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

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test and bus final road test completion.

16.4 RESIDENT INSPECTORS

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

16.5 PRE-PRODUCTION MEETINGS

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

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector may meet with the Contractor's quality assurance manager and may conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two (2) weeks prior to the start of bus fabrication.

16.6 AUTHORITY

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

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

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in

nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

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

16.7 SUPPORT PROVISIONS

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

16.8 COMPLIANCE WITH SAFETY REQUIREMENTS

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

16.9 ACCEPTANCE TESTS

Responsibility

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

Pre-Delivery Tests

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

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Exhibit G - Technical Specifications. The Agency may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

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

Visual and Measured Inspections

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

Total Bus Operation

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

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

17. BUY AMERICA AND PRE-AWARD AUDIT (12.15.15)

The Proposer's attention is directed to the Buy America requirement set forth in 49 U.S.C. § 5323(j), FTA regulations at 49 CFR Parts 661 and 663 and any guidance issued by FTA. The Proposer agrees to 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 FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)§ and 49 CFR § 661.11. Rolling stock not subject to a general waiver must have a 70 percent domestic content (components and subcomponents) and final assembly must occur in the United States.

A Buy America Certificate (Attachment N) must be completed and submitted with the Proposal and each subsequent proposal revision, including any Best and Final Offer. A Proposal or revision that does not include the applicable Buy America Certificate is non-responsive and will be rejected.

A Buy America Pre-Award audit is required for rolling stock and will be conducted prior to the AGENCY's Notice of Intent to Award letter. If the selected Proposer certifies compliance with the Buy America requirements but is unable to demonstrate compliance during the pre-award audit to the satisfaction of the AGENCY, the Proposal will be deemed to be non-responsive and rejected.



If a Proposer certifies non-compliance with the Buy America requirements, the certification shall be accompanied by documentation identifying the Proposer's eligibility for a waiver from the Buy America requirement.. If the FTA does not grant a waiver, the Proposal will be deemed non-responsive and rejected.

For the procurement of rolling stock, the provisions of 49 U.S.C. § 5323(l) and implementing FTA regulations (49 CFR Part 663) pertaining to pre-award and post-delivery audits of rolling stock shall apply. Such audits shall be performed for the purpose of verifying compliance by the Proposer with applicable Buy America requirements (49 U.S.C. § 5323(j) and 49 CFR Part 661), relevant Federal Motor Vehicle Safety (FMVS) Standards, and for the purpose of verifying compliance with the Agency's specification requirements. These audits shall be performed and completed before Valley Metro's board of directors authorizes a contract award and the CEO executes the contract documents and again after delivery of the rolling stock, but before title transfer or revenue service begins, whichever occurs first.

At the BAFO stage or as requested, the Proposer will comply with FTA Buy America requirements which requires the Proposer to provide all documentation requested in the specifications and any other information reasonably necessary to enable Agency (or third party consultant) to complete a pre-award audit and certify compliance with the RFP requirements and the manufacturer's responsibility as set forth in 49 CFR § 663.

Proposer shall provide the Agency's independent contractor, all such information, records, and data as is reasonably required by the independent contractor to complete the Buy America audit in sufficient detail to enable Agency to certify compliance as required under 49 CFR § 663.25. Information provided by Proposer about the actual cost of components and subcomponents (other than costs expressed as a percentage of total vehicle cost) shall be kept confidential to the extent cost data is clearly marked as proprietary by Proposer and to the fullest extent permitted under applicable state or federal law.

18. SHIPMENT AND DELIVERY

SHIPMENT AUTHORIZATION

Each Bus shipped from the Bus Manufacturer's plant to Agency shall be complete, ready to run, and in compliance with all provisions of the Technical Specification, except as noted below. Prior to shipment of each Bus, the Bus Manufacturer shall obtain a shipping release (Release for Shipment) signed by the Agency's Project Manager or his or her designee. The shipping release shall certify that the Bus is complete, has passed all pre-shipment tests described in the Technical Specification and complies with approved Bus Manufacturer's drawings, samples, is accompanied by an up-to-date Bus history book, and other agreed upon conditions for shipping. The Agency Project Manager, at his or her sole discretion, may permit shipment of a Bus with minor defects that will not affect testing and can easily be corrected after shipment. All known defects shall be submitted by the Bus Manufacturer with the request for shipping release. The shipping release shall not be construed nor inferred to constitute to any degree Bus delivery or acceptance by Agency.

SHIPMENT

The Bus Manufacturer shall arrange for shipment of Buses and Bus components to be controlled so as to prevent damage to Buses and Bus components. All sub-systems shall be protected from damage during shipment. All parts removed for shipment shall be boxed securely and shipped with the Bus to which they belong. Any temporary fittings and parts required for shipment shall be furnished by the Bus Manufacturer and removed by the Bus

Manufacturer upon delivery. The cost of supplying these fittings and parts, the labor to install and remove them, and the cost of returning them to the Bus Manufacturer shall be borne by the Bus Manufacturer and included in the Contract Price.

If shipped by sea, all Buses and Bus components shall be below deck and shall be enclosed and adequately protected against physical damage from handling and from exposure to the marine environment.

If shipped over land, Agency prefers shipment of Buses by road, due to the greater risk of damage, the higher cost to Agency for unloading and handling and resulting in the loss of time in the schedule.

The Bus Manufacturer shall require shippers to log and record any incidents of damage or potential damage to the Buses and Bus components, and of interruption of shipments. The Bus Manufacturer shall report such shipment incidents to Agency promptly upon the Bus Manufacturer's receipt of such information, describing the nature of the shipment damage, potential damage or interruption, and the actions taken and to be taken to complete the shipment and repair any damage.

The Bus Manufacturer shall be responsible for safely and efficiently maintaining traffic in all areas affected by its shipment of Buses on public roadways or by any other activities of the Bus Manufacturer affecting roadway traffic, and shall comply with all requirements of any authority having jurisdiction over the roadway.

All Buses shall be shipped F.O.B. Agency destination. The Bus Manufacturer is reminded that there may be security issues to be addressed for any materials, equipment, or Buses that qualify as a foreign shipment. The Bus Manufacturer shall bear the responsibility for any and all costs, for example, tariffs, duties, security inspections, associated with the shipment and importation of materials, components, equipment, and Buses.

SHIPPING DESTINATION

All Buses shall be shipped to Agency's Mesa Bus Operations and Maintenance Facility (MBOM), 3320 N. Greenfield Rd, Mesa, AZ 85215. The bus Manufacturer shall make all arrangements and be responsible for shipment of the vehicles to such delivery site.

19. UNLOADING

The Buses shall be received at the shipping destination during normal business hours (7:00 AM to 3:30 PM) or as otherwise agreed by Agency. No deliveries shall be made on Saturdays, Sundays, or Agency-observed holidays. Evening work is not contemplated. The Bus Manufacturer shall be responsible for those charges incurred in loading, unloading, shipping, and receipt of the Buses at the shipping destination.

Should evening or holiday work be undertaken with the prior approval of Agency, all costs including Agency labor costs associated with the evening or holiday work, will be borne by the Bus Manufacturer.

After arrival at Agency's MBOM, each Bus shall be examined jointly by representatives of Agency and the Bus Manufacturer for shipping damage. Agency then will issue a receiving notice to the Bus Manufacturer, which will acknowledge receipt of the Bus and describe any missing parts or visible damage that may have occurred during shipment.

20. TRANSFER OF TITLE AND RISK OF LOSS

Title to each Bus shall pass to Agency upon issuance of the delivery receipt, and the Bus Manufacturer shall furnish and execute all necessary documentation of title at that time. Passage of title shall not constitute delivery or acceptance of the Bus nor relieve the Bus Manufacturer of any of its obligations under the Contract, nor preclude rejection of the Bus by the Agency. Following delivery receipt, Agency shall bear the risk of any loss or damage to the bus that occurs while at the Mesa Bus Operations and Maintenance Facility, except for that due to equipment failure or failure due to design or workmanship deficiencies, or damage to the Buses during testing and pre-delivery operations resulting from the acts or omissions of the Bus Manufacturer.

21. DELIVERY

Delivery of a Bus is defined as the completely assembled Bus, with all post-shipment acceptances testing completed and approved by the Agency.

Within thirty (30) days after delivery of the Notice to Proceed (or purchase order) to the Contractor, the Contractor shall submit a proposed delivery schedule. Along with the proposed delivery schedule, the Contractor will provide the Agency with access to its production schedule for the purpose of the parties verifying available production capacity. The production schedule shall include a reasonable time for mobilization and for coordinating with other vehicle orders, and it shall be based upon a production rate at least equal to the production rate actually realized with respect to the base order vehicles. If the parties are unable to agree on a production schedule, the maximum term for the production of the vehicles shall not exceed a total of twelve (12) months after the date of the Notice to Proceed (or purchase order). The Contractor shall not commence production of the vehicles prior to issuance of the Notice to Proceed (or purchase order) by the Agency, or any permissible assignee of the Agency, incorporating the agreed production delivery schedule or the twelve-month maximum term.

The Bus Manufacturer shall deliver each Bus in new condition in all details, and shall assume all liability and risk of loss incidental to delivery of Buses. Delivery of each Bus shall require written authorization by the Agency Project Manager or his or her representative. An executed copy of such delivery receipt shall be furnished by Agency upon the Bus Manufacturer's presentation of each Bus for delivery. Authorization for Bus delivery shall be issued to the Bus Manufacturer promptly following each such satisfactory performance and completion of Bus post-shipment acceptance testing, provided the Bus is completely assembled. Agency may at its sole discretion issue delivery receipts for Buses that have identified deficiencies.

The Bus Manufacturer shall be responsible for all work and all costs associate with the placing of Buses in a ready to run condition at the specified location.

22. DELIVERY OF SPARE PARTS, SPECIAL TOOLS, TEST EQUIPMENT, AND MANUALS

The Bus Manufacturer shall notify the Agency Project Manager at least ten (10) days in advance of delivery of all spare parts, special tools and test equipment, and manuals. All such materials shall be delivered to the Agency's Mesa Bus Operations and Maintenance Facility during normal business hours (7:00 AM to 3:30 PM) or as otherwise agreed by Agency. Shipping documents shall accompany delivery of all materials. The shipping documents shall identify all parts by part number and serial number (where applicable).

Bus Manufacturer shall provide parts lists corresponding to Vehicle Spare Parts for approval at least 30 days before notice of shipping. Upon approval of the parts lists, Agency will issue a no-cost purchase order under which the

materials will be shipped. No deliveries shall be made without prior arrangements that are agreed to by all parties for receipt of the spare parts. Agency will inspect all materials to confirm the accuracy of the shipping documents and to check for damage to the materials.

Should the correction of defects require the removal of spare parts from Agency's property, all expenses and costs incurred in their removal from the shipping destination shall be borne by the Bus Manufacturer.

23. POST DELIVERY BUY AMERICA CERTIFICATION

Agency is required by 49 CFR 663 to certify to the FTA that a post-delivery audit has been performed and that compliance with Buy America requirements has been verified.

Before delivery of the last base order Bus, the Bus Manufacturer shall provide cost information of sufficient detail to allow Agency's third-party auditor to determine that federal Buy America requirements are met. The cost information shall be submitted by the Bus Manufacturer and by the Bus Manufacturer's sub- contractors directly to an independent auditor selected and engaged by Agency.

24. PROGRESS SCHEDULE

During the entire term of Contract, the Bus Manufacturer shall report to the Agency's Project Manager or Designee in writing monthly, or at a frequency agreed upon by the Agency and the Bus Manufacturer on the progress of performance.

If any of the Bus Manufacturer's progress reports indicates any potential delay in any of the critically dependent events identified on the schedule, the Bus Manufacturer shall submit a detailed statement of action it intends to take to avoid the delay. Agency will consider approving a revised schedule for completion of the critical events only if the Bus Manufacturer satisfies to Agency that the delivery of Buses and other Contract work will be completed on time, or that the Bus Manufacturer's failure to perform constitutes an excusable delay.

25. EXCUSABLE DELAYS

Except with respect to defaults of Subcontractors, the Bus Manufacturer shall not be considered in default by reason of any failure to perform in accordance with the Contract delivery schedule if such failure arises out of causes beyond the control and without the fault or negligence of the Bus Manufacturer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, wars whether declared or undeclared, quarantine restrictions, strikes or other labor disputes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Bus Manufacturer. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Bus Manufacturer and the Subcontractor, and without the fault or negligence of either of them, the Bus Manufacturer shall not be in default by reason of any failure to perform. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) or Supplier(s) at any tier.

Should the Bus Manufacturer anticipate or suffer delay because of cause(s) as described in this guideline, the parties shall consult with each other to revise the delivery schedule and agree on an equitable price adjustment, upon the Bus Manufacturer's fully documented and supported written request timely made, unless Agency should decide instead to terminate the Contract.

26. STOP WORK ORDERS

Agency may, at any time by written order, require the Bus Manufacturer to stop all, or any part, of the Work called for by the Contract for an aggregate period of ninety (90) days, or any lesser period, after the order is delivered, or for any further period to which the Parties may agree. Any order given under this Section shall be issued only by Agency Project Manager and shall be specifically identified as a "Stop Work Order." A Stop Work Order will include the following in writing:

- A. A clear description of the Work to be suspended;
- B. Instructions as to the issuance of further subcontracts by the Bus Manufacturer for materials or services;
- C. Guidance as to action to be taken on subcontracts;
- D. Other recommendations to the Bus Manufacturer for minimizing costs; and
- E. Copy of the authorization for the Stop Work Order by a responsible official of the Agency.

Upon receipt of any Stop Work Order, the Bus Manufacturer shall comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within the period of ninety (90) days, or the lesser period specified, after a Stop Work Order is delivered to the Bus Manufacturer, or within any extension of that period to which the Parties shall have agreed Agency shall either:

- A. Terminate the Work covered by the Stop Work Order by notice, in writing, of Termination for Convenience or Termination for Default as the case may be; or
- B. Permit the Stop Work Order to expire; or
- C. Rescind the Stop Work Order.

If a Stop Work Order issued under this Section expires or is rescinded, the Bus Manufacturer shall resume the Work. A Change Order will be issued for purposes of making an equitable adjustment in the Schedule and Milestones or Contract Price:

- A. The Stop Work Order results in an alteration in the Schedule and Milestones, or an increase in the Contractor's cost allocable to the performance of any part of the Work; and
- B. The Contractor notifies Agency of its intent to assert a claim for adjustment within sixty (60) days after the end of the period of Work stoppage. The Parties shall seek to agree on the required alterations to the Schedule and Milestones and Total Contract Price, if any.

During any period that a Stop Work Order is in effect, the Bus Manufacturer shall not be able to charge for extended overhead.

27. INSPECTION

Agency has the right to conduct, and the Bus Manufacturer agrees, to the inspection by the Agency's Project Manager or Designee of the Work and materials. Agency has the right to identify to the Bus Manufacturer all defects in workmanship or materials and other errors or variations from the requirements of the Contract. No

omission on the part of Agency or the Project Manager or Designee to point out such errors, omissions, variations, or defects shall give the Bus Manufacturer any right or claim against the Agency or shall in any way relieve the Bus Manufacturer from its obligations under the Contract.

The Agency's inspection rights is intended solely for Agency's benefit; and the Bus Manufacturer covenants and warrants that the Buses, Spare Parts and Equipment furnished and delivered shall be free from patent and latent defects, which the Agency is not in any manner bound by inspection or otherwise to discover.

28. ACCESS TO THE WORK

The Bus Manufacturer shall at all times give to the Agency's authorized representatives timely access to all facilities, for inspecting the Work and materials under Contract.

Any inspection hereunder shall not unreasonably disrupt the Bus Manufacturer's performance of the Work.

29. NOTIFICATION OF PRE-SHIPPING INSPECTIONS

The Bus Manufacturer shall provide Agency's Project Manager or representatives with no less than two weeks advance written notice of each Bus inspection performed by the Bus Manufacturer at its plant.

30. DEFECTIVE WORK

If the Work or any part thereof shall be found defective, the Bus Manufacturer shall without cost to Agency immediately remedy such defect in a manner to comply with the Contract.

31. INSPECTORS

Agency may employ third party inspectors as Agency representatives. They shall have access to the design, fabrication, assembly, and testing of the Buses, wherever in progress at the Bus Manufacturer's facilities. Inspectors are not intended as a source of advice for the Bus Manufacturer's employees, subcontractors, or suppliers.

The inspectors shall observe and may inspect the work, and shall report their observations to the Agency. Except as expressly authorized by the Agency in writing, the inspectors shall have no authority to accept, reject, or approve the work, to stop the work, to authorize any changes in the work, or to direct any extra work.

The Bus Manufacturer shall, at no additional cost to the Agency, provide reasonable facilities including office space that the inspectors may require for the performance of their duties at its manufacturing facilities.

32. TESTING

The Bus Manufacturer shall perform, at its own cost, all inspections and tests required by the Technical Specifications.

The Agency's authorized representative shall be apprised of all tests in advance to permit the witnessing of the tests.

Agency shall pay the testing costs above and beyond those required by the Technical Specifications, except that the Bus Manufacturer shall pay the cost of tests that are performed to evaluate non-conforming work, or that demonstrate the Bus Manufacturer's failure to meet the requirements of the Contract. The Bus Manufacturer

shall cooperate with and assist the Agency with any testing or inspections requested or required. Tests performed by the Agency shall not relieve the Bus Manufacturer of its Contract obligations.

33. **CONDITIONAL AND FINAL ACCEPTANCE**

Acceptance will occur after successful completion of all testing (both acceptance and post- delivery) and the Agency's determination that the Bus conforms in all respects to the Contract requirements. Acceptance of a Bus shall not relieve the Bus Manufacturer from responsibility for errors, improper fabrication, non-conformance to a requirement, or for deficiencies within the Bus Manufacturer's control.

CONDITIONAL ACCEPTANCE

Agency may conditionally accept a Bus if Agency determines after inspection and testing that the Bus is suitable for operation in revenue service, but that it is not yet totally responsive to all Contract requirements. Conditionally accepted Buses shall be available to Agency for revenue service until the Bus Manufacturer is able to initiate and execute corrective action. The warranty period shall begin with Conditional Acceptance except for parts and systems which require corrective action. Any Conditional Acceptance for revenue service does not relieve the Bus Manufacturer of the liability to correct defects as required by the Contract.

FINAL ACCEPTANCE

Before Agency issues written Final Acceptance of each Bus, the Bus Manufacturer shall have fulfilled all of its obligations under the Contract, including, without limitation the following:

- A. Completion of Final Acceptance of each Bus;
- B. Submittal and approval by Agency of all final documents and drawings;
- C. Submittal and approval by Agency of all test records and reports;
- D. Delivery to Agency of approved Operations and Maintenance Manuals;
- E. Delivery and acceptance by Agency of all Spare Parts and Equipment;
- F. Resolution to the Agency's satisfaction and approval of all open inspection items and other non-conformances;
- G. Completion and receipt of the Agency's approval of all required retrofits.

Upon receipt of Agency's Final Acceptance of the Work the Bus Manufacturer may invoice for the amount due under the Contract Progress Payment Schedule.

34. **SPARE PARTS**

The Bus Manufacturer guarantees the availability of replacement parts for these Buses for at least a 15-year period after the date of the acceptance of the final Bus. Spare parts shall be interchangeable with the original Components and shall be manufactured in accordance with industry standards and the quality assurance provisions of this Contract.

Agency reserves the right to procure parts from other sources and to conduct a cost/price analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Such parts purchased

from other sources will be in conformity with the requirements of such parts as contained in the as-built drawing, maintenance and/or parts manuals for the Buses.

The failure by Agency to deduct any of these sums from a progress payment shall not constitute a waiver of Agency's right to such sums.

35. WITHHOLDING OF PAYMENTS BY THE AGENCY

Agency may withhold all or part of a payment to the extent deemed necessary to protect Agency from loss because of:

- A. Defective work not remedied;
- B. Third party claims filed, or evidence reasonably indicating that a third party claim will be filed;
- C. Failure of Bus Manufacturer to make payments properly to subcontractors, or for labor, materials, or equipment;
- D. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum;
- E. Damage to Agency or another Contractor;
- F. Bus Manufacturer's failure to carry out the Work in accordance with the Contract;
- G. Bus Manufacturer's failure to comply with any material provision or requirement of the Contract;
- H. Bus Manufacturer's failure to pay the deductible portion of any insured claim filed by third parties against the Bus Manufacturer;
- I. Bus Manufacturer's failure to provide the required progress schedules in accordance with the Contract;
- J. Any sums expended by Agency in performing any of the Bus Manufacturer's Work under the Contract which the Bus Manufacturer has failed to perform

36. RISK OF LOSS

The Bus Manufacturer shall be solely responsible for the Bus and materials prior to Delivery, including any damage incurred during transportation to the Agency's designated point of delivery. The Bus Manufacturer shall promptly rebuild, repair, replace or restore the Bus, equipment or materials, that have been damaged or destroyed.

If any loss or damage occurs, the Bus Manufacturer is responsible. The Bus Manufacturer shall repair or replace and make good any such loss or damage.

The Bus Manufacturer is responsible for protecting and preserving any Agency furnished equipment or materials in the Bus Manufacturer's possession.

37. POSSESSION OF EQUIPMENT PRIOR TO FINAL ACCEPTANCE

Agency shall have the right to take possession of or use any completed Bus or partially completed parts of the Work. Such possession or use will not be deemed an acceptance of Work not completed in accordance with the Contract. While Agency is in such possession, the Bus Manufacturer will be relieved of the responsibility for loss or damages to the Work other than that resulting from the Bus Manufacturer's fault, negligence, or breach of

warranty. If such prior possession or use by Agency delays the progress of the Work or causes additional expenses to the Bus Manufacturer, an equitable adjustment in the Contract Price or the time of completion will be made and the Contract will be modified in writing accordingly.

38. SUBCONTRACTS

SUBCONTRACT PROVISIONS

Bus Manufacturer shall include in each subcontract, and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of this Contract fully effective, specifically, but not by way of limitation, the inclusion of all FTA-mandated “flow- down” clauses. Bus Manufacturer shall timely provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

SUBCONTRACTORS AND SUPPLIERS

No subcontract shall relieve Bus Manufacturer of any of Bus Manufacturer's obligations or liabilities under the Contract. Bus Manufacturer shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them, their guests and invitees. The Bus Manufacturer shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between them.

Nothing contained in this Contract shall be deemed to create a contractual relationship between any subcontractor or supplier and Agency.

SUBCONTRACTS

No subcontractor or supplier will be recognized as having a Contract with Agency and all persons engaged in the Work will be considered employees, subcontractors, suppliers or agents of the Bus Manufacturer. All subcontractor and supplier work shall be subject to the provisions of the Contract through the terms and provisions of their subcontracts which shall comply, in all pertinent respects, with these Contract Documents. Bus Manufacturer shall be responsible to Agency for work performed by such subcontractors, suppliers and agents as if it were performed by Bus Manufacturer's own employees.

39. OPTION FOR ADDITIONAL BUSES

ORDERING

Agency at its sole discretion may have the Bus Manufacturer provide additional Buses at the Option Prices. Agency shall order additional Buses by written Change Order and specify the quantity and delivery schedule for the additional Buses, but in no event shall the Agency order more than twenty (20) additional Buses. Spare Parts, Special Tools & Diagnostic Equipment, Manuals & CD's requirements will be identified as options are exercised.

PRICING

The price of option Buses shall be calculated using the applicable Option Unit Price in Attachment A before Escalation. The option prices shall be subject to an Escalation Factor identified in Exhibit C, Section 5 – Price Adjustment Procedures, along with any non-cardinal changes made to the configuration.



EXHIBIT D – GENERAL TERMS AND CONDITIONS

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1. FUNDING

Offeror is hereby notified that any contract resulting from this RFP is contingent upon funds appropriated by the cities or by Agencies Board of Directors and that may be appropriated in the future by federal or other sources. In the event that funding is eliminated or decreased, Agencies reserves the right to terminate any such contract or modify it accordingly.

2. CONTRACT ADMINISTRATION

To ensure Contract compliance, a contract administration process will be an integral part of Contract. Agency Contract Administrator and Project Manager will be assigned as contract monitors. The contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained in the Contract. The contract administration process is a total quality management tool that requires the Agency to monitor and assure Contract compliance. No additional cost is anticipated to be incurred by Contractor by the presence of the contract administration process as long as Contract compliance is maintained. Except for the more formalized feedback of findings, the normal contractor/user relationship will exist per Contract terms, and the contract administration process should be transparent.

3. COOPERATION WITH OTHER CONTRACTORS/SUBCONTRACTORS

The Contractor shall fully cooperate with other Agency Contractor(s)/subcontractors and shall assign and carefully plan and perform its work to accommodate the work of other Agency Contractor(s). The Contractor shall not intentionally commit or permit any act that will interfere with the performance of work by any other Agency Contractor(s).

4. CONTRACT CLOSEOUT

At the end of the Contract period, the Agency will review the requirements to ensure all required deliverables have been met. This includes, but is not limited to submission and acceptance of all reports and inspection and inventory of all Agency equipment and facilities provided to Contractor for the execution of the Contract. Contractor shall resolve any or all outstanding issues within 30 days of Contract expiration at which time the Agency will issue a Notice of Contract Closure to finalize the Contract Closure between both parties. Contractor shall keep all records pertaining to the service for a minimum of three (3) years after the Contract expiration and make available said records to the Agency or its agents for audit, with advance notice. In the event of litigation or claims, all records will be maintained until disposition of the litigation or claim.

Contractor shall cooperate with the Agency or its agents in the Contract closeout process, during the Contract and after the Contract expiration date. Final payment or part thereof, may be withheld by the Agency until the Contractor completes or resolves all outstanding issues and Contract closeout process is complete.

5. ASSIGNMENT OR TRANSFER

The Agency retains the right to assign or transfer the Contract. The Agency will provide the Contractor with written notice sixty (60) days prior to any reassignment or transfer of the Contract. Any resultant Contract shall allow for assignment of all or part of the specified deliverable items as originally competed and evaluated.

The Contractor shall not assign, transfer or encumber the Contract, , or any portion of the Contract, or rights granted in the Contract, without the advance written consent of the Agency.



Neither this Contract, nor any portion thereof, may be assigned by Contractor without the written consent of the Agency first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the Agency shall be null and void and shall constitute a breach of this Contract.

6. GOVERNING LAW

The laws of the State of Arizona shall govern the validity, effect, and enforcement of agreement and the obligations, rights, and remedies of the parties.

7. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all Federal, State and City laws, statutes, regulations, administrative requirements, executive orders and ordinances.

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Work under this Contract.

If any discrepancy or inconsistency is discovered in the Contract in relation to any such requirements of law, the Contractor shall immediately report the facts to the Agency, in writing.

Should changes to any such applicable federal, state, and local laws, regulations, executive orders, and ordinances occur after the date of execution of this Contract which in the Contractor's opinion require a change in the Contract Amount or time required for the performance of the Work hereunder, the Contractor shall provide written notification to the Agency.

8. CONTRACTOR LICENSE REQUIREMENT

Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of their business. Contractor shall keep themselves fully informed of existing and future Federal, State, and Local laws, ordinances and regulations, which in any manner affect the fulfillment of Contract and shall comply with the same. Contractor is advised to contact the Arizona Registrar of Contractors, Chief of Licensing to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

9. SEVERABILITY

Should one or more of the provisions contained in the Contract be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remainder of the Contract shall be unaffected. The affected provision shall be amended or interpreted, if possible, so as to correct the deficiency and give effect to the intent of the parties.

10. AUTHORIZED REPRESENTATIVES AND NOTICES

Contractor shall designate a representative to represent its organization and act on its behalf. This agent shall have the authority to make binding and enforceable decisions in the name of Contractor and to accept all notices that the Agency desires to serve, or that are required by the Contract to be served, on the Contractor. At the start of the work, Contractor shall advise The Agency, in writing, of the name, address, and telephone number (both



day and night) of such designated agent. Contractor shall notify The Agency promptly of any changes in this designation.

The Agency will likewise designate its representative and will notify Contractor in writing of the name of such representative and of any subsequent change in such designation.

Any notices provided for hereunder may be served in person on the representative of either party or may be sent by registered mail to the address of either party.

11. STANDARD WORK SCHEDULE

Work scheduled and performed by Contractor on the Agency's premises or items delivered to the Agency, shall conform to publish Agency working hours and shall account for the Agency's observed holidays.

12. INTERFERENCE WITH OPERATIONS

Contractor shall not interfere with normal operation of the Agency's facilities or equipment, or the work of any Contractors or subcontractor on the Agency's premises. When Contractor anticipates unavoidable interference, it shall so notify the Agency at least 14 days in advance. Agency's representative will determine, in advance, whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. Agency will have final determination of priorities in case of conflicts with the operations of others. Contractor shall not operate any of the Agency's equipment or control devices or those of any other Contractor or subcontractor on the Agency's premises, except in the performance of work covered by Contract or at the direction and under the immediate supervision of Agency's representative.

13. APPROVALS

As called for in the Contract, Contractor will provide documents for approval by the Agency. Any approval or conditional approval with comment signifies permission to Contractor to proceed with the work and indicates, but does not warrant, that the Agency has seen nothing in the document at variance with the Contract. The Contractor's proceeding with the work prior to this approval is at the Contractor's own risk. Neither approval nor conditional approval with comment shall relieve Contractor of any of his/her responsibilities under the Contract.

14. CHANGES

Verbal change orders to the Contract are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written approval by the Agency Chief Executive Officer or his designee properly defining and limiting any such change. 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 Agency Chief Executive Officer or his designee.

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to the Agency Manager of Contracts and Procurement a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the Agency. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause in Section 25 – Breaches and Dispute Resolution.



It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by Agency. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written change orders to the Contract. All such change orders shall state any increase or decrease in the amount of the compensation for the change in the work.

15. VERBAL AGREEMENTS

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of the Agency shall affect or modify any terms or obligations of this RFP or any contract that may result from this procurement. Oral explanations or instructions will not be binding.

16. LEGAL WORKER REQUIREMENTS

By entering the contract, Contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

Agency retains the legal right to inspect the records and any other documents of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the FINA.

17. IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED

Contractor understands and acknowledges that the IRCA applies to it. Contractor agrees to comply with the IRCA on performing under the Contract and to permit the Agency inspection of their personnel records to verify such compliance.

18. LEGAL COMPLIANCE

To the extent applicable, Agency and Contractor each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Contract, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Contract and parties are subject to penalties for violation(s) of this provision, including termination of this Contract. Contractor and Agency each retain the right to inspect the documents of any and all Contractors, and subcontractor performing work and/or services relating to this Contract to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. Agency and Contractor each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof. In addition, the parties each certify that it does not have a scrutinized business operation in either Iran or Sudan.

19. CONFLICTS OF INTEREST

The Contractor shall not engage the services in connection with this Agreement of any present or former employee of Agency or any Contractor thereto who was involved as a decision maker in the selection or approval processes



or who negotiated and/or approved billings or contract modifications for this Agreement. The Contractor agrees that, to the best of its knowledge, no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of this Agreement.

Without limiting the generality of A.R.S. § 38-501 et seq., no member, officer, employee of the Agency or member of its governing body during his/her tenure or for three years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. This Agreement is subject to termination pursuant to A.R.S. §38-511.

20. EQUAL EMPLOYMENT OPPORTUNITY

In connection with this procurement, the Contractor will take affirmative action to ensure that all applicants are considered for employment and that employees are treated during an application process and through employment without regard to their race, color, religion, sex, sexual orientation or domestic partnership, national origin, age, marital status, being disabled or disadvantaged, or any war-era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.

The Contractor will furnish all necessary information and reports and will permit access to its books, records, and accounts by Agency for the purposes of investigation to ascertain compliance with the nondiscrimination/disadvantaged business provisions of any resultant Contract.

21. NON-DISCRIMINATION

The Agency has agreed to abide by the assurance found in 49 CFR Part 26.13(a) and required by the U. S. Department of Transportation. As a condition of this Contract, the Agency shall require each contract signed by the Agency with Contractor, and each subcontract signed by the Contractor with a subcontractor, to include the following assurance:

“The contractor, subcontractor, or sub-recipient shall not discriminate on the basis of race, color, national origin, sex or creed in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or such other remedy as Agency deems appropriate.”

22. AFFIRMATIVE ACTION IN EMPLOYMENT

Any Offeror performing under this Contract shall not discriminate against any worker, employee, or any member of the public because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. The Offeror will take affirmative action to ensure that applicants are employed and that employees are dealt with during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrade, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Contract.



23. PROHIBITED INTEREST

Without limiting the generality of ARS §38-501 etc. seq., no member, officer, employee of Agencies or member of its governing body during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

24. NONCOMPLIANCE

In the event of the Contractor's noncompliance with the nondiscrimination/disadvantaged business provisions of any resultant Contract, Agency shall impose such Contract sanctions as it may determine to be appropriate, including but not limited to:

- Withholding payments under the Contract until the Contractor complies; and/or,
- Cancellation, termination, or suspension of the Contract in whole or in part

25. BREACHES AND DISPUTE RESOLUTION

Applicability to Contracts

This section contains provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements in this section flow down to all tiers.

Disputes

Disputes arising in the performance of contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of the Agency Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to Agency Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Agency Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by Agency Chief Executive Officer or Designee, Contractor shall continue performance under Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his/her employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage and in any event in accordance with A.R.S. Title 12.



Remedies

Unless Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Agency and Contractor arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the State of Arizona.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Additional Requirement

If at any time during the Contract period, the Contractor fails to render services of reasonably proper quality or has substantially failed to perform, keep and observe any of the terms, covenants, or conditions herein contained on the part of the Contractor to be performed, the Agency may give the Contractor written notice to correct such conditions or cure such default and if such condition or default shall continue for ten (10) days after receipt of said written notice, then and in that event, Contract shall cease and expire. In the event of such termination, the Contractor shall immediately return that portion of the advance not applied as a credit against reimbursable expenses.

26. TERMINATION FOR CONVENIENCE

Performance under this Agreement may be terminated by Agency in accordance with this clause in whole or, in part, whenever Agency shall elect. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this Agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- incur no further obligations in connection with the terminated work, and,
- on the date set forth in the notice of termination, the contractor will stop work to the extent specified.
- terminate outstanding orders and subcontracts as they relate to the terminated work.
- settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

The Agency may direct the Contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to Agency. The Contractor must still complete the work not terminated by the notice of termination and may incur such obligations as are necessary to do so.

Agency may require the Contractor to transfer title and deliver to the Agency in the manner and to the extent directed by the Agency:

- any completed supplies; and



- such partially completed supplies and materials, parts, as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the Agency, protect and preserve property in the possession of the Contractor in which the Agency has an interest.

Agency shall be liable only for payment under the payment provisions of the Contract for services rendered before the effective date of termination.

27. TERMINATION FOR DEFAULT

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

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

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

Payment for completed services delivered to and accepted by Agency, shall be at the contract price. Agency may withhold from amounts otherwise due Contractor for such completed deliveries/services such sum as the Agency determines to be necessary to protect itself against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of contract under the provisions of this clause, it is determined for any reason that 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 the convenience of the Agency.

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

28. AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of



the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Agency through contracts with outside Contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Agency from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Agency as a result of the Contractor's failure to comply with the provisions of subparagraph an above.

29. OWNERSHIP OF WORK

All reports, drawing plans, specifications and other materials prepared, or in the process of being prepared, for the delivery of the Buses to be provided by the proposer shall be and are the property of Agency and the Agency shall be entitled access to, and copies of during the progress of the work.

30. CONFIDENTIALITY

This Agreement creates an exclusive and perpetual license for Agency to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, work product, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data").

Contractor shall require all subcontractors to agree in writing that Agency is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by Agency.

Agency shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Agency's sole risk.

31. INTELLECTUAL PROPERTY

In addition, Agency shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement.

Agency shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Agency, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Agency.



Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractor or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of Agency.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Agency further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

Agency and its agents reserve the right to reproduce any and all documentation produced by the Contractor, whether such documentation is the Contractor's standard documentation or such documentation is prepared specifically for the work covered by the Contract, for distribution at Agency's will, despite any notice to the contrary appearing on the documentation.

32. PUBLIC RECORDS/CONFIDENTIALITY

The proposal submitted by Contractor becomes the exclusive property of Agency. Proposals will not be publicly opened. Proposals and evaluations will be kept confidential throughout the procurement process. Subject to applicable laws and Agency procurement policies, financial information required to be submitted to establish financial responsibility and other financial data shall be handled as confidential data and utilized on a "need-to-know" basis for proposal evaluation. Reasonable efforts will be made to avoid disclosure except as necessary for evaluation.

Offerors shall specifically designate and clearly label "CONFIDENTIAL" any and all materials, including financial data, or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Offeror shall provide the legal basis for the exemption to Agency upon request. If a proposal does not clearly identify the "CONFIDENTIAL" portions, Agency will not notify the Offeror that its proposal will be made available per a Public Records Request. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL", Agency shall determine whether the identified information is confidential pursuant to the Arizona Revised Statutes §36-664 and the Agency Procurement Policies and Procedures. If required by law or by an order of a court, Agency may be required to disclose such records or portions thereof, including without limitation those so marked. If Agency determines that the material is not exempt and may be disclosed, Agency will notify the Offeror of the request and allow the Offeror ten (10) working days to take appropriate action. If the Offeror fails or neglects to take such action within said period, the agency may release the portions of the proposal deemed subject to disclosure. to the extent that the agency withholds from disclosure all or any portion of the offeror's documents at Offeror's request, Offeror shall agree to fully indemnify, defend and hold the agency harmless from all damages, penalties, attorneys' fees and costs the agency incurs related to withholding information from public disclosure. by submitting a proposal, the Offeror consents to the procedure outlined in this paragraph and shall have no claim against the agency by reason of actions taken under this procedure.



33. PUBLICITY AND ADVERTISING

The Contractor, its Subcontractors and suppliers shall not publish, nor cause to be published any advertisement or other material, including news releases and technical papers, regarding the subject matter of this Agreement at any time without the prior written authorization of Agency. The Contractor shall not display any signs, posters, or any other advertising matter in or on the Work or on or around the Work Site other than those prescribed by the Agreement or by law without the prior written authorization of Agency. In addition, advertising or other copy mentioning Agency or quoting the opinions of any of its employees shall not be released before such copy is approved in writing by Agency before release. Any material proposed for publication must be factual and not state or imply endorsement by Agency of any firm, service, or product.

34. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Arizona without reference to conflict of law's provisions. To the extent applicable, Agency and Contractor each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. Contractor and Agency each retain the right to inspect the documents of any and all Contractors, subcontractor and sub-subcontractor performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. Agency and Contractor each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof. In addition, the parties each certify that it does not have a scrutinized business operation in either Iran or Sudan.

35. CODE OF ETHICS AND WRITTEN STANDARDS OF CONDUCT

The Contractor understands that Agency is governed by its Code of Ethics. The Agency's Code of Ethics and Standards of Conduct are included in the RFP.

Agency maintains its own written code of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, agent, immediate family member, or Board member of Agency will participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award: (1) The employee, officer, agent, or Board member, (2) Any member of his immediate family, (3) His partner, or (4) An organization that employs, or is about to employ, any of the above. Agency's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from Contractor, potential Contractor, or parties to sub agreements. Agency has minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other



disciplinary action for violation of such standards by Agency's officers, employees, or agents, or by Contractor or their agents.

No member, officer or employee of Agency or member of its governing body during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any resultant Contract or the proceeds thereof.

36. SUBSTANCE ABUSE

If specified within the scope of work the Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 655 et. seq., and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the City of Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 and to submit the Management Information System (MIS) reports before March 15 to Agency. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

37. INDEPENDENT CONTRACTOR

Under the terms of this Agreement, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than Agency employees, assisting in the performance of the work hereunder. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters.

The Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all Subcontractors, if any, during the life of this Agreement.

If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

Agency and the Contractor acknowledge that although Agency shall oversee and monitor the Contractor, Agency will not control the day-to-day operations of the Contractor or any of its Subcontractors. Agency shall not determine means, methods, techniques, procedures or safety precautions and programs in connection with the Contractor's and Subcontractor performance under this Agreement, which shall solely be the responsibility and obligation of the Contractor.

Improper Exercise of Authority. It is further understood and agreed that the Contractor shall not in any way exercise any portion of the authority or powers of the Agency and shall not make a contract or commitment, or in any way represent itself as an agent of the Agency beyond the scope of this Agreement unless expressly authorized, in writing, by Agency.

Covenants Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage



fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. The preceding sentence does not apply to Contracts entered into with Subcontractors for the performance of Professional Services as permitted under this Agreement. For breach or violation of this warranty, Agency shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Contract Price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

38. PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all work offered in their proposal whether or not they produce them. Further, Agency will consider the selected Contractor to be the sole point of contact with regard to contractual matters.

39. INSPECTION OF WORK

All work (which term in this section includes services performed, and material utilized in the performance of work) shall be subject to inspection and test by the Agency to the extent practicable at all times and places during the term of the contract. The Agency shall have the right to enter the Contractor's premises for the purpose of inspecting and auditing all data and records which pertain to the Contractor's performance under the contract. The Agency, the City of Phoenix (as federal designated recipient of FTA funds) and agents of their choice shall also have the right to enter the Contractor's premises for the purpose of inspecting vehicles purchased with FTA funds.

If any work performed hereunder is not in conformity with the requirements of the contract, the Agency shall have the right to require the Contractor to perform the work again in conformity with such requirements at the Contractor's expense. When the work to be performed is of such a nature that the defect cannot be corrected by re performing the work, the Agency shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the contract; and (2) reduce the contract price to reflect the reduced value of the work performed. In the event the Contractor fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the contract, the Agency shall have the right to have the work performed in conformity with the contract requirements and charge the Contractor any costs to the Agency that are directly related to the performance of such work, or to terminate this contract for default.

No completion of any audit or inspection by the Agency constitutes a representation that operations or equipment are in compliance with any federal, state or local laws. Such responsibility is solely that of the Contractor.

40. AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit the authorized representative of the United States Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts, if any, under this contract with which Federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the exception of single bid or sole source situations.



41. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from events beyond their control. Such events shall include, but not be limited to, acts of God, riots, acts of war, epidemics, unusual and unavoidable delays in delivery, unusually severe weather, governmental acts or omissions of governmental entities, fire, communication line failures, or power failures. Based upon any such event, Contractor may be entitled to a Change Order for extra time and cost, but shall not be entitled to an increase in Fee.

42. LOBBY PROHIBITION

Pursuant to Arizona Revised Statutes 41-1233 and Agency Policy, no person, Contractor, or entity of any sort, public or private shall:

Retain or employ another person to promote or oppose legislation for compensation contingent in whole or in part upon the passage or defeat of any legislation, or the approval or veto of any legislation by the governor, and

Accept employment or render service for compensation on a contingent basis.

Lobby the legislature, the Agency Board, or any other public body or official for compensation within one year after the person ceases to be a member of the Senate or House of Representatives.

In any manner seek to improperly influence the vote or decision of any member of the legislature, Agency Board or Committee, or any other public body, official, or Agency employee, through any means.

43. INTEGRATION CLAUSE

This Agreement, together with any attachments hereto, represent the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Agency or the Consultant.

-- End --



EXHIBIT F - FEDERAL REQUIREMENTS FOR ROLLING STOCK
(SOURCE FTA C4220.IF APPENDIX D)

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1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

2. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD

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

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

- A. Record Retention - The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. Retention Period - The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- C. Access to Records - The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. Access to the Sites of Performance - The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

4. CHANGES TO FEDERAL REQUIREMENTS

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

5. CIVIL RIGHTS LAWS AND REGULATIONS

Valley Metro is an Equal Opportunity Employer. As such, Valley Metro agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Valley Metro agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- C. Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health

and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- D. Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

6. **TERMINATIONS (APPLICABLE TO CONTRACTS GREATER THAN \$10,000)**

Termination for Convenience - Valley Metro, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Valley Metro shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If this contract is terminated while the CONTRACTOR has possession of Valley Metro goods, the CONTRACTOR shall, upon direction of Valley Metro, protect and preserve the goods until surrendered to Valley Metro or its agent. The CONTRACTOR and Valley Metro shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

Termination for Default - If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, Valley Metro may terminate this contract for default. Valley Metro shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If it is later determined by Valley Metro that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, Valley Metro, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure - Valley Metro in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If CONTRACTOR fails to remedy to Valley Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by CONTRACTOR of written notice from Valley Metro setting forth the nature of said breach or default, Valley Metro shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude Valley Metro from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that Valley Metro elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by Valley Metro shall not limit Valley Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests of Valley Metro that would cause Valley Metro to be in violation of the FTA terms and conditions.

8. DEBARMENT AND SUSPENSION (APPLICABLE TO CONTRACTS GREATER THAN \$25,000)

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Valley Metro. If it is later determined by Valley Metro that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to Valley Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. BUY AMERICA

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced



in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

CONTRACTOR, as a condition of responsiveness, shall complete and submit the Buy America Certification Form with their submittal.

10. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION (APPLICABLE TO CONTRACTS GREATER THAN \$100,000)

- A. Dispute Resolution: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Valley Metro's Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- B. Performance During Disputes: Unless otherwise directed by Valley Metro, CONTRACTOR agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the CONTRACTOR will continue to perform the obligations required of the CONTRACTOR during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- C. Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Valley Metro or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING (APPLICABLE TO CONTRACTS GREATER THAN \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONTRACTOR, as a condition of responsiveness, shall complete and submit the Lobbying Certification Form with their submittal.

12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (APPLICABLE TO CONTRACTS GREATER THAN \$100,000)

The CONTRACTOR agrees:

- It will not use any violating facilities;
- It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- It will report violations of use of prohibited facilities to FTA; and
- It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The CONTRACTOR shall also include these requirements in each subcontract exceeding \$150,000 financed in whole or part with federal assistance provided by FTA.

13. CARGO PREFERENCE

Cargo Preference – use of United States-Flag Vessels - The CONTRACTOR agrees:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading 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 Valley Metro (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.)
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

14. FLY AMERICA

- A. Definitions. As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORS, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

End of Statement

- E. The CONTRACTOR shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (APPLICABLE TO CONTRACTS GREATER THAN \$100,000)

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

The FTA 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 Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

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 agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction - The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

16. **SAFE OPERATION OF MOTOR VEHICLES**

Seat Belt Use - The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or Valley Metro.

Distracted Driving - The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

CONTRACTOR agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. The CONTRACTOR shall comply with the Buy America certification(s) submitted with its offer. The CONTRACTOR agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. Part 663 and related FTA guidance.

18. BUS TESTING

CONTRACTOR [Manufacturer] agrees to comply with the Bus Testing. The requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or A-15 components, and that the bus model has achieved a passing score. Upon completion of the testing, the CONTRACTOR shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee

19. ENERGY CONSERVATION

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.

20. COMPLIANCE WITH ITS NATIONAL ARCHITECTURE (APPLICABLE FOR ITS PROJECTS)

The CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

21. VETERANS EMPLOYMENT

CONTRACTOR shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee

22. DISADVANTAGED BUSINESS ENTERPRISE

- A. Policy - Valley Metro has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. As Valley Metro has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Valley Metro has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of Valley Metro to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted Contracts.
- B. CONTRACTOR and Subcontractor Obligation - CONTRACTOR and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this

Contract, which may result in the termination of this Contract or such other remedy as Valley Metro deems appropriate.

23. PRIVACY ACT

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. NOTIFICATION OF FEDERAL PARTICIPATION

This contract is funded by local government and federal transit administration funds. CONTRACTOR shall conform to all applicable FTA regulations and requirements as if all funds involved were FTA funds.

25. FEDERAL FUNDING LIMITATION

The CONTRACTOR understands that funds to pay for CONTRACTOR's performance under this Contract are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. Valley Metro's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If funds are not allocated, or ultimately are disapproved by FTA, Valley Metro may terminate or suspend CONTRACTOR's services without penalty. Valley Metro shall notify CONTRACTOR promptly in writing of the non-allocation, delay, or disapproval of funding.

-- End --



EXHIBIT G – TECHNICAL SPECIFICATIONS

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Special Note to Offerors: The following sections in this Exhibit address form, fit and functionality of the neighborhood circulator bus and in certain cases the term “shall” is used, actual dimensions, operating characteristics, brand name products or manufacturers are identified in this document. Should a Offeror not exactly meet the dimensions, operating characteristics or is not able to provide the exact brand name product or manufacturer, then it shall utilize the provisions in Exhibit B, Paragraph 22, Section III Exceptions, and Attachment M under Request for Substitution and Attachment O of the solicitation to submit its proposal.

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1. BACKGROUND AND PROJECT OVERVIEW

The City of Tempe provides a high-frequency, fare-free, neighborhood circulator service as a key component of the multi-modal, regional transit network. The goal of the neighborhood circulator system is to connect Tempe’s residential neighborhoods to major activity centers, including Arizona State University’s Tempe campus, and other transit modes within the City.

The neighborhood circulator system operates on a combination of residential neighborhood and arterial streets. On neighborhood and collector streets, the routes use “flag stops”, which means that the driver will pick up and drop off passengers anywhere along the route provided it is safe to do so. On major arterial streets, designated bus stops are used. The specific routes and operating parameters are determined through a rigorous community engagement process, which helps to build support and instill a sense of local pride and ownership in the service. The system is heavily utilized by Tempe residents, students, and visitors to the City and the routes exhibit some of the highest transit ridership volumes in the Phoenix metropolitan region.

In alignment with the City of Tempe’s sustainability initiatives, the neighborhood circulator buses must be alternatively fueled, low-emission or zero-emission vehicles.

The high passenger loading conditions and frequent stops, complex routing through narrow residential streets and traffic calming measures and the area’s harsh southwest desert climate present a challenging duty cycle for the neighborhood circulator vehicles. Currently, a combination of medium-duty CNG cutaway vehicles and 30’ CNG heavy-duty transit vehicles are utilized. The goal of this procurement is to select a vehicle that best meets the needs of the neighborhood circulator system while addressing the current operational challenges.

Proposers may submit multiple vehicle solutions for consideration. The proposed solution shall be designed for one of the following FTA-Service Life Categories:

- A. 5 years
- B. 7 years
- C. 10 years
- D. 12 years

The Agency reserves the right to award to a single proposer or to multiple proposers, in either one single service life category or multiple service life categories as outlined above.

2. COMPLIANCE REQUIREMENTS

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

The bus shall meet all applicable FMVSS and shall accommodate all applicable FMCSR regulations in effect at the date of manufacture. The manufactured bus shall meet all Federal Transit Administration (FTA) Buy America and Transit Vehicle Manufacturer requirements.



3. REFERENCED PUBLICATIONS

The documents or portions thereof referenced within this Exhibit shall be considered part of the requirements of the bus specification. All references are assumed to be the most current version; however, it is the responsibility of the bus manufacturer to ensure the most current revision is used to determine final requirements of its proposal and the resulting contract.

4. OVERALL REQUIREMENTS

The bus manufacturer shall ensure that their proposed solution is a service proven design and the application and installation of major bus sub-components and systems are compliant with all such sub-components vendors’ requirements and recommendations. Components used in the vehicle shall be of a proven design suitable for transit service in the greater Phoenix region environment. Components that are experimental in nature or limited production are not acceptable. Agency may waive this requirement on any bid order or partial bid order at its discretion. Components or manufacturers that are considered unacceptable according to this requirement may be tested by the Agency at its discretion. The Agency will be the sole determiner of the test criteria required.

5. NEIGHBORHOOD CIRCULATOR BUS DUTY CYCLE

The operating profile for the City’s neighborhood circulator vehicles encompasses a variety of routing patterns comprised of neighborhood residential, collector, and major arterial roadways. The vehicle will be capable of traversing narrow residential streets and will be compatible with the City’s traffic calming infrastructure including but not limited to: chicanes, speed humps, speed tables, valley gutters, raised landscape medians and buffered bicycle lanes. Detailed route information is included in (EXHIBIT R).

Table 5.1 details three example daily vehicle schedules to include total distance operated, total duration operated, total scheduled idle time, and average operating (in service) speed. The vehicle will attain the necessary operating range without refueling mid-shift, regardless of operator driving habits and prior to any degradation of vehicle performance.

Vehicle Schedule	Total Distance (mi)	Total Duration (hours)	Idle Duration (hours)	Average Operating Speed (mph)
Example 1	125.4	16.7	4.6	10.3
Example 2	206.3	17.5	2.4	13.7
Example 3	216.8	14.7	1.8	16.8

Table 5.1: Example Neighborhood Circulator Daily Vehicle Schedule (Block) Assignments

6. OPERATING ENVIROMENT

The neighborhood circulator bus shall achieve normal operation in ambient temperature ranges of 28°F to 123°F, at relative humidity between 8% and 45%, and at altitudes up to 1,100 feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below 28°F, above 123°F. The worst grade encountered will be 7% for approximately 320 feet.

The interior climate control system shall maintain both operator and passenger comfort in ambient temperature ranges of 28°F to 123°F, at relative humidity between 8% and 45%, and at altitudes up to 1,100



feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below 28°F, above 123°F.

7. NOISE

Airborne noise generated by the bus and measured from either side shall not exceed 80dBA under full power acceleration when operated at 0 to 35 mph at curb weight. The maximum noise level generated by the bus pulling away from a stop at full power shall not exceed 83 dBA. The bus-generated noise at curb idle shall not exceed 65dBA. If the noise contains an audible discrete frequency, a penalty of 5 dBA shall be added to the sound level measured. The Contractor shall comply with the exterior noise requirements defined in local laws and ordinances identified by the Agency and SAEJ366.

Vehicle subcomponents will be selected and configured to reduce exterior noise pollution whenever possible. Consideration should be given to brake friction material, engine cooling fan system, air system purge valve selection, and air brake release valves (if equipped). Offeror is encouraged to include options to lower noise levels. Identifying any options that may be available at additional cost (not standard).

8. DIMENSIONS

Physical Size

Neighborhood Circulator Bus

In order to preserve the character of Tempe's residential communities, all efforts will be made to minimize the physical dimensions of the neighborhood circulator vehicle. With the exception of exterior mirrors, marker and signal lights, bumpers, fender skirts, washers, wipers and rub rails, the bus shall be limited by the following dimensions at static conditions and design height.

- Body Length
 - Minimum: 20 feet
 - Maximum: 32 feet
- Body Width
 - Minimum: 80 inches
 - Maximum: 102 inches
- Maximum Overall Height: 140 inches, includes all rigid roof mounted items such as HVAC, exhaust, fuel system and cover, etc.
- Turning Radius: 360" maximum outside at bumper

8.1 Interior Headroom

Headroom above the aisle and at the centerline of the aisle seats shall be no less than 78 inches. At the centerline of the window seats, headroom shall be no lower than 65 inches.

8.2 Weight Capacity

The vehicle will be structurally designed to operate safely while under crush loading conditions in which all seated positions are occupied by passengers and all open floor space is occupied by standing passengers.



When fueled to capacity, a crush loading condition will not cause the vehicle to exceed the manufacturer-specified GVWR.

9. SERVICE LIFE AND MAINTENANCE

9.1 Service Life

Various vehicle manufacturer-specified and FTA/Altoona-tested duty cycles may be submitted for consideration, pending compliance with the specifications herein, including but not limited to passenger capacity and GVWR requirements, operating range, and size constraints. Cost will be evaluated based on “cost per FTA- Service life category”. The vehicle manufacturer will specify the minimum useful life requirements as established through FTA testing for each vehicle proposed.

9.2 Maintenance and Inspection

In the event a requirement to use special tools is unavoidable, the contractor shall provide the part number and cost to purchase said tool in the optional components section of this proposal. The manufacture shall also provide a recommended spare parts listing for any items with long lead times.

9.3 Interchangeability

Any one component or unit used in the construction of these buses shall be an exact duplicate in design, manufacture, and assembly for each bus in each order group in this Contract.

10. VEHICLE PERFORMANCE

10.1 Power Requirements

Propulsion system and drive train shall provide power to enable the bus to meet the defined acceleration, top speed, and gradability requirements, and operate all propulsion-driven accessories.

10.2 Top Speed

The bus shall be governed at 65 M.P.H. road speed for emergency and passing maneuvers on a straight, level road at GVWR with all accessories operating.

10.3 Gradability

Gradability requirements shall be met on grades with a dry commercial asphalt or concrete pavement at GVWR with all accessories operating. The propulsion system and drive train shall enable the bus to achieve and maintain a speed of 40 mph on a 2-1/2 percent ascending grade and 15 M.P.H. on a 10 percent ascending grade.

10.4 Acceleration

The acceleration shall meet the requirements below and shall be sufficiently gradual and smooth to prevent throwing standing passengers off-balance. Acceleration measurement shall commence when the accelerator is depressed – (Idle Start.)

MAXIMUM IDLE START ACCELERATION TIMES ON A LEVEL SURFACE
(Vehicle weight = GVWR, 50-State Power Plant)



SPEED (MPH)	TIME (SEC)
10	5.0
20	11
30	18
40	30

10.5 Operating Range

The operating range of the coach run on the design operating profile shall be at least 250 miles with full fuel capacity.

11. DRIVETRAIN

11.1 Engine

The Heavy Duty engine shall be designed to operate for not less than 60% of the FTA-specified vehicle minimum useful life miles without major failure or significant deterioration. Components of the fuel injector and/or control system shall be designed to operate for not less than 30% of the FTA-specified vehicle minimum useful life miles without replacement or major service. Mileage intervals are based on the design duty cycle and environment profile defined in Sections 5 and 6.

Diagnostic reader device connector ports, suitably protected against dirt and moisture, shall be provided in operator's area and near or inside engine compartment. The onboard diagnostic system shall inform the operator via visual and/or audible alarms when out-of-parameter conditions exist for vital engine functions.

The engine control system shall protect the engine against progressive damage. The on-board diagnostic system shall monitor conditions critical for safe operation and automatically de-rate power and/or speed and initiate engine shutdown as needed. The on-board shall trigger a visual and audible alarm to the operator when the engine control unit detects a malfunction and the engine protection system is activated. Automatic shutdown shall only occur when parameters established for the functions below are exceeded:

- Coolant Level
- Coolant Temperature
- Oil Pressure
- Oil Temperature

A control shall be available to the operator, to allow temporary override (30-45 seconds) of the engine protection/shutdown system if engine power is required to move the bus in emergency conditions. The number of temporary override activations shall be limited to five times per incident.



11.2 Cooling Systems

The cooling systems shall be of sufficient capability to maintain all engine and transmission fluids and engine intake air at safe, continuous operating temperatures during the most severe operations possible in our extreme desert southwest operating environment as listed in sections 5 and 6. If electric cooling fans are proposed, the electric cooling fans control system shall be able to communicate through J1939 CAN data link and designed with reversing capability to assist in debris removal. The electric fans control system shall be designed with a fail-safe mode of “fan on.”

The cooling system shall be equipped with a water filter, capable of automatic release of supplemental additives into the coolant system. OAT (Organic Acid Technology) coolants are not acceptable.

All hoses shall be secured with premium, constant tension stainless steel clamps that provide a complete 360° seal.

11.3 Engine Air Filtration System

The Contractor shall provide an engine air filtration system designed to effectively protect the engine in our extreme desert operating environment. The air filtration system shall effectively eliminate any intrusion of all particulate matter following the filtering elements.

11.4 Transmission

The transmission shall be designed to operate for not less than 60% of the FTA-specified vehicle useful life miles without major failure or significant deterioration, when based on the design duty cycle and environment profile defined in Sections 5 and 6. The transmission shall be multiple speed, automatic shift with torque converter, retarder and electronic controls. Transmissions shall be equipped with fuel saving automatic idle shift features.

Diagnostic reader device connector ports, suitably protected against dirt and moisture, shall be provided in operator’s area and near or inside engine compartment. The onboard diagnostic system shall inform the operator via visual and/or audible alarms when out-of-parameter conditions exist for vital transmission functions and automatically de-rate power and/or speed and initiate shutdown as needed.

The transmission shall have an auto neutral feature that shall cause it to automatically and immediately shift to “Neutral” whenever the transmission is left in gear and the parking brake is applied. This system shall also automatically shift the transmission to “Neutral,” after a 5-minute delay, whenever the entry/exit door brake interlock is applied.

A brake pedal application shall be required by the operator to engage forward or reverse range from the neutral position to prevent sudden acceleration of the bus from a parked position.

11.5 Retarder

The multi-stage application retarder shall be throttle activated.

An “On/Off” switch shall be provided outside of the drivers’ controls area to disable operation. Location shall be approved by the Agency.



12. SERVICE

An engine hour meter, engine oil pressure gauge, coolant temperature gauge, voltmeter gauge and transmission oil temperature gauge shall be provided in the engine compartment.

Exhaust temperature warning lights shall also be provided if applicable.

Engine oil, transmission oil and coolant filler caps shall be hinged to the filler neck and closed with spring pressure or positive locks.

All fluid fill locations shall be properly labeled to help ensure correct fluid is added. All lubricant sumps shall be fitted with magnetic-type, external, hex head, drain plugs.

A cooling system standard pressure gauge (non-oil filled) with an operating range of 0-30 psi shall be installed to monitor static and operating pressures. In addition, a spring loaded, push button type valve to safely release pressure or vacuum in the cooling system shall be provided.

Test ports shall be provided for the air intake, exhaust, power steering, charge-air (pre- and post turbo, if equipped).

Air filter restriction indicator shall be provided.

Sampling ports shall also be installed to take samples of engine oil and transmission fluid.

All sampling ports shall be easily accessible.

13. PROPULSION SYSTEM

Fuel capacity shall be sufficient to meet the required operating range as stated in Section 12 without exceeding the estimated curb weight of the bus configuration/specifications.

The bus shall be alternatively fueled, and the propulsion system must be considered low-emission or zero-emission. **Propulsion systems reliant solely upon diesel or unleaded gasoline fuels will not be considered.**

The agency's fueling infrastructure is configured to dispense compressed natural gas (CNG), liquified natural gas (LNG), ultra-low-sulfur diesel (ULSD), and unleaded gasoline. Additional fuel types or propulsion systems will be considered, however the contractor must also submit estimated infrastructure improvement costs for on-site fueling if additional infrastructure will be necessary.

The fuel filler shall be located on the curbside of the bus. The filler cap shall be retained to prevent loss and shall be recessed into the body so that spilled fuel will not run onto the outside surface of the bus.

The fueling port receptacle access door shall be equipped with an interlock sensor which disables the engine starting system when the access door is open, to prevent drive-aways. The interlock shall be of the type such that if the sensor fails, the bus will not start.

14. EMISSIONS/EXHAUST

Exhaust gases and waste heat shall be discharged from the roadside of the bus.



15. SUSPENSION

15.1 Lubrication

All elements of steering, suspension, and drive systems requiring scheduled lubrication shall be provided with grease fittings conforming to SAE Standard J534.

15.2 Kneeling

If a low-floor style application is proposed, a kneeling system shall lower the entrance(s) of the bus a minimum of 2 inches during loading or unloading operations regardless of load up to GVWR. The kneeling drop height shall be adjustable.

Brake and Throttle interlock shall prevent movement when the bus is kneeled. The kneeling control shall be disabled when the bus is in motion.

An indicator visible to the driver shall be illuminated until the bus is raised to a height adequate for safe street travel. An audible warning alarm will sound simultaneously with the operation of the kneeler to alert passengers and bystanders. A warning light mounted near the curbside of the front door, minimum 3" diameter, amber lens shall be provided that will blink when the kneel feature is activated. Kneeling shall not be operational while the wheelchair ramp is deployed or in operation.

15.3 Wheels

Wheels and rims shall be hub-piloted bright finish aluminum rims and shall resist rim flange wear. All wheels shall be interchangeable and shall be removable without a puller. Wheels shall be compatible with tires in size and load-carrying capacity. All wheels and tires shall be balanced.

Valve stem extensions shall be provided for all inside rear tires. This is to allow a service worker to air all tires without having to go underneath the bus.

15.4 Tires

The bus manufacture will provide all mounted tires and wheels plus one mounted and balanced spare per bus. The buses shall be equipped with tires as appropriate for the bus design and top speed requirements. A tire pressure monitoring system shall be included.

15.5 Hubometer

A Stemco Data Trac programmable hubometer shall be included and mounted on the right rear outer drive axle wheel. Hubometer shall be programmed to the appropriate tire size prior to customer delivery.

16. STEERING

16.1 Front Axle

The front axle shall be equipped with sealed, oiled type front wheel bearings. Axle bearings shall be equipped with overheat sensing capability.



16.2 Turning Radius

Outside body corner turning radius for a neighborhood circulator bus shall not exceed 30 feet.

16.3 Steering Wheel – General

The steering wheel rim diameter shall be padded or shaped for firm grip with comfort for long periods of time.

16.4 Steering Wheel Tilt

The steering wheel shall have a tilt adjustment range of no less than 35-degrees.

16.5 Steering Wheel Telescopic Adjustment

The steering wheel shall have a minimum telescopic adjustment of 2.5-inches and a minimum low-end position of 29 inches above floor height measured from the top of the rim of the steering wheel in the horizontal position to the cab floor at the heel point.

17. REAR AXLE

The drain plug shall be magnetic type, external hex head of a standard size.

The rear wheel bearings shall be oil lubricated for improved life performance standards.

18. BRAKES

The bus shall be equipped with brake discs where available.

The brake system material and design shall be selected to absorb and dissipate heat quickly so the heat generated during braking operation does not glaze brake linings or generate unwanted noise.

18.1 Parking/Emergency Brake

For air brake applications, bus manufacture shall provide operator valve handles constructed of metal design as opposed to plastic, for extended durability.

19. PNEUMATIC SYSTEM

If pneumatic vehicle components are proposed, provision shall be made to apply shop air to the bus air system. A quick disconnect fitting # ¼ x 1- 4MNPT shall be easily accessible and located in the engine compartment and near the front bumper area for towing. Retained caps or other provisions, shall be installed to protect fitting against dirt and moisture when not in use.

19.1 Air System Dryer

If equipped, the air dryer system shall include a replaceable desiccant bed, electrically heated drain, and activation device.



20. BODY - GENERAL

20.1 Insulation

The combination of inner and outer panels on the sides, roof, wheel wells and ends of the bus, and any material used between these panels shall provide a thermal insulation sufficient to aid in the interior temperature requirements of operating the buses in the extreme desert southwest climate.

21. BODY - STRUCTURE

21.1 Towing

Removal of the bike rack is permitted for attachment of towing devices.

21.2 Jacking

Jacking pads shall be painted safety yellow for ease of identification.

21.3 Hoisting

The bus axles or jacking plates shall accommodate the lifting pads of a 2-post hoist system. Jacking plates, if used as hoisting pads, shall be designed to prevent the bus from falling off the hoist. Other pads or the bus structure shall support the bus on jack stands independent of the hoist.

22. EXTERIOR PANELS AND FINISHES

22.1 License Plate Provisions

Provisions shall be made to mount standard size U.S. license plate on the rear of the bus. The license plate shall be mounted at the lower street side or lower center of the bus and shall not allow a toehold or handhold for unauthorized riders.

22.2 Bike Rack

The bike rack shall be a Sports Works Apex design or equal, and shall be centered on the front bumper and installed such that bicycle tires do not come in contact with road surfaces during normal bus operations. The mounting shall also include a quick release bracket. The rack or any extensions of the rack shall not obstruct any lighting on the exterior front of the vehicle. Capacity sufficient to transport three bicycles is preferred.

23. FINISH AND COLOR

Finish shall be a Basecoat/Clear coat System – Two part system basecoat/clear coat low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant.

The exact color scheme and graphics will be provided during the pre-construction process; however no more than three (3) color graphic (excluding clear) will be used. The Agency will provide an example of their individual brand design for review.



23.1 **Numbering and Signing**

All graphics applied to the vehicle interior and exterior shall be adhesive backed, vinyl film, applied in accordance with the manufacturer's instructions. The location, size, text, color and application shall be approved by the Agency at the pre-production meeting. Identifying vehicle number decals font shall be Myriad Bold Condensed and 4" in size. Wherever possible, all interior wall decaling shall be made of metal, plastic or fiberboard placards and permanently affixed. All exterior decaling shall be edge sealed.

Manufacturer shall detail numbering, lettering and decal locations for the Agency approval during the pre-build conference process.

24. **EXTERIOR LIGHTING**

Commercially available LED (Light Emitting Diode)-type lamps shall be used wherever possible. Two hazard lamps at the rear of the bus shall be visible from behind when the engine service doors are opened.

Contractor shall integrate daytime running headlights that use minimum voltage.

24.1 **Service Area Lighting (Interior and Exterior)**

LED lamps shall be provided in the engine and all other compartments where service may be required to generally illuminate the area for night emergency repairs or adjustments. These service areas shall include, but not be limited to, the engine compartment, the communication box, junction/apparatus panels and passenger door operator compartments.

Engine compartment lamps shall be controlled by a switch mounted near the rear start controls.

All other service area lamps shall be controlled by switches mounted on or convenient to the lamp assemblies. Power to the service area lighting shall be programmable. Power shall latch on with activation of the switch and shall be automatically discontinued (timed out) after 30 minutes to prevent damage caused by inadvertently leaving the service area lighting switch in the on position after repairs are made.

25. **INTERIOR PANELS AND FINISHES**

The material panel finish shall be smooth in texture to minimize the retention of dust and dirt. The manufacturer shall warranty all interior paneling against cracking, warping or breakage for a period of no less than six years. The Agency shall select all interior bulkhead, ceiling, paneling finish and colors during pre-production conference.

25.1 **Operator's Coat Hanger**

A suitable hanger shall be installed in a convenient approved location for the operator's overcoat.

25.2 **Operator's Drink Holder**

A rugged device shall be provided to securely hold the operator's drink container, which may vary widely in diameter. It must be mounted within easy reach of the operator and must have sufficient vertical clearance for easy removal of the container. The operator's view of the road must not be obstructed and leakage from the container must not fall on any switches, gauges or controls.



25.3 Operator Storage Box

An enclosed operator storage area shall be provided with a positive latching door and lock.

25.4 Floor Covering

The interior floor covering shall be Gerfloor Tarabus or equal.

The floor covering shall have a non-skid walking surface that remains effective in all weather conditions. The floor covering, as well as transitions of flooring material to the main floor and to the entrance and exit area, shall be smooth and present no tripping hazards. Seams shall be sealed/welded per manufacturer's specifications. The color and pattern shall be consistent throughout the floor covering. The standee line shall be approximately 2 in. wide and shall extend across the bus aisle. The mobility device securement areas shall be marked with a square yellow wheelchair symbol molded into the floor covering. The wheelchair symbol should measure approximately 12" x 12" with a 2" radius on each corner.

The floor shall be easily cleaned and shall be arranged to minimize debris accumulation.

The manufacture color and design will be determined by the Agency at time of pre-build conference.

25.5 Passenger Interior Lighting

LED interior lights shall be provided.

The interior lighting design shall require the approval of the agency.

The first light modules on each side of the coach shall automatically extinguish or dim when the front door is in the closed position to reduce glare from the seated operators position. The first light modules on each side of the coach shall illuminate when the front door is opened to provide sufficient light for passengers who are boarding or alighting.

26. PASSENGER ACCOMMODATIONS

26.1 Passenger Seating

The passenger seating arrangement in the bus shall be such that passenger capacity (seated and standing) is maximized while optimizing the circulation of passengers boarding and alighting. The vehicle will be designed to accommodate a minimum total passenger capacity (seated and standing) of 30 passengers. A combination of forward facing, aisle-facing, and rearward facing seats may be utilized to achieve the requirements set forth by this section.

Passenger seating components will be Docket 90 compliant whenever possible. The Freedman CitiSeat with dark grey shell is the approved seat configuration. Alternate seating configurations may be proposed for approval, including any deviations in design to accommodate wheel wells and mobility device securement areas. Seat inserts will be padded and upholstered using dimensions nanocide vinyl material in late evening blue.

All proposers shall submit a copy of their proposed seat layout showing hip-to-knee and foot-room dimensions, stanchion layout and wheelchair maneuverability layout with the proposal for the purchasing agency to review.



26.2 Passenger Assists

Passenger assists in the form of full grip, vertical stanchions or handholds shall be provided for the safety of standees and for ingress/egress. Passenger assists shall be convenient in location, shape and size for both the 95th-percentile male and the 5th-percentile female standee. Starting from the entrance door and moving anywhere in the bus and out the exit door (if equipped), a vertical assist shall be provided either as the vertical portion of the seat back assist or as a separate item so that a 5th-percentile female passenger may easily move from one assist to another using one hand and the other without losing support. All handholds and stanchions at the front doorway and at interior steps for bi-level designs shall be powder-coated in a high-contrast yellow color.

27. PASSENGER DOORS

The front door shall be located as to allow direct observation of the driver. Electric-powered or air-powered doors are acceptable; passenger doors will not be manually operated during normal operation.

Passenger doors and doorways shall comply with ADA requirements.

27.1 Door Glazing

The doors panel glazing materials shall have a nominal ¼ inch or 6 mm thick laminated safety glass.

27.2 Door Projection

The exterior projection of the front doors beyond the side of the bus shall be minimized and shall not block the line of sight of the rear exit door (if equipped) via the curb side mirror when the doors are fully open. The exterior projection of both doors shall be minimized and shall not exceed 6 in. during the opening or closing cycles or when doors are fully opened.

27.3 Door Height Above Pavement

It shall be possible to open and close all passenger doors when the bus loaded to gross vehicle weight rating is knelt and parked with the tires touching an 8in. high curb on a street sloping toward the curb so that the street-side wheels are 5 in. higher than the right-side wheels.

27.4 Closing Force

Rear doors for passenger entry and exit shall be equipped with a sensitive edge or other obstruction sensing system.

27.5 Actuators

Doors will not open until bus speed is below 2 m.p.h.

Doors shall open or close completely in not more than 3.5 seconds from the time of control actuation and shall be subject to the closing force requirements.

27.6 Door Controls



The door controller shall be located in the operator's area.

A master door switch which is not within reach of the seated operator when set in the "Off" position shall close the doors, deactivate the door control system, release the interlocks, and permit only manual operation of the doors.

An alarm shall sound whenever the rear door (if equipped) is opened or attempted to be opened when rear doors are not powered.

27.7 Emergency Operation

In the event of an emergency, it shall be possible to manually open doors designated as emergency exits from inside the bus using a force of no more than 25 lbs after actuating an unlocking device. The unlocking device shall be clearly marked as an emergency-only device and shall require two distinct actions to actuate. The respective door emergency unlocking device shall be accessible from the doorway area. The unlocking device shall be easily reset by the operator without special tools or opening the door mechanism enclosure. Doors that are required to be classified as "emergency exits" shall meet the requirements of FMVSS 217. When the rear door emergency device is actuated, the door interlock throttle system shall return the engine to idle and the door interlock brake system shall apply to stop the bus. When the front door emergency device is actuated only the door interlock throttle system shall be actuated. Upon activation of the fire suppression system, the emergency unlocking device shall unlock the doors at below 2mph.

28. ACCESSIBILITY PROVISIONS

28.1 Mobility Device Loading System

An automatically-controlled, power-operated lift or ramp system compliant to requirements defined in 49 CFR Part 38, Subpart B, §38.23c shall provide ingress and egress quickly, safely, and comfortably, both in forward and rearward directions, for a passenger in a wheelchair from a level street or curb.

The loading system shall have a minimum free clear width of 32 inches, and a maximum weight capacity of 1,000 lbs or greater.

An override system shall be provided to allow for manual operation.

A switch shall be provided in the operator's area to enable and disable the loading system. The lift / ramp enable switch shall activate the ramp control switch, brake interlock, rear wheelchair symbol light, deactivate the throttle, and automatically turn on the fast idle.

28.2 Mobility Device Accommodations

A minimum of two forward-facing locations, as close to the mobility device loading system as practical, shall provide parking space and securement system compliant with ADA requirements for a passenger in a wheelchair.

Securement areas will be located to permit random access for mobility device boarding and alighting. Each passenger using a mobility device must be able to board and alight without causing another passenger using a mobility device secured in the other securement area to be repositioned.



Each mobility device securement position will be equipped with a four-point mobility device securement system.

Additional equipment including passenger restraint seat belts, lap belt, and shoulder harnesses shall be provided for each mobility device passenger.

The purchasing agency shall approve floor plan, mobility device tie down positions, vertical and horizontal grab rails, type of seats and seating arrangement prior to contract award. Proposer shall provide all layouts with its proposal for consideration during the evaluation process.

28.3 Interior Circulation

Maneuvering room inside the bus shall accommodate easy travel for a passenger in a wheelchair from the loading device and from the designated securement area. It shall be designed so that no portion of the wheelchair protrudes into the aisle of the bus when parked in the designated parking space(s). When the positions are fully utilized, an aisle space of no less than 20 in. shall be maintained. As a guide, no width dimension should be less than 34 in. Areas requiring 90deg turns of wheelchairs should have a clearance arc dimension no less than 45 in., and in the parking area where 180deg turns are expected, space should be clear in a full 60in. diameter circle. A vertical clearance of 12in. above the floor surface should be provided on the outside of turning areas for wheelchair footrests.

29. OPERATOR PROVISIONS

A 5 pound multi purpose fire extinguisher, 3A:40B:C complete with mounting bracket shall be provided.

An emergency reflex reflector kit that complies with FMVSS Part 571.125 and is approved by the United States Department of Transportation shall be provided.

Both the fire extinguisher and reflector kit shall comply with 49 CFR 393.95 and be mounted in a position that is convenient and accessible to the operator and out of the reach of passengers. Mounting locations require approval from the Agency.

29.1 Visors

A separate adjustable roller type blind with solid black material sunscreen shall be provided to cover the driver's street side windshield. An additional sunscreen of the same type shall be provided for the operator's side window. The sunscreens shall be capable of being lowered only to the midpoint of the window and shall incorporate an operators grab handle no less than 3" in length. When deployed, the screens shall be secure, and stable. The screens shall not intrude into the operator's field of view due to the motion of the bus or as a result of air movement. Once lowered, the screens shall remain in the lowered position until returned to the stowed position by the operator. The use of guide rods in its design is not preferred.

29.2 Accelerator Interlock

To preclude movement of the bus, an accelerator interlock shall lock the accelerator in the closed position and a brake interlock shall engage the service brake system when the rear door control is activated. Rear doors shall not open until bus speed is below 2 m.p.h. An accelerator interlock shall lock the accelerator in the closed position whenever front doors are open.



29.3 Turn Signal Controls

Floor-mounted, foot-controlled, waterproof, heavy-duty, momentary contact switches are preferred for turn signal controls.

29.4 High Beam, Hazard, and PA Controls

May be floor mounted, foot controlled, waterproof and heavy duty type contact switches.

29.5 Instrumentation

The instrument panel shall be of modern design.

Wiring shall have sufficient length and be routed to permit service without stretching, disengagement or chafing the wires underneath the dash panels.

29.6 Visual and Audible Alarms

The bus manufacture shall provide a list of the operator's dash tell-tale lights and the alarm type functionality. The Agency shall approve during the evaluation process.

29.7 Windshield Wipers

The bus shall be equipped with electronically synchronized variable speed windshield wipers. A variable intermittent feature shall be provided to allow adjustment of dual wiper speeds.

30. OPERATORS SEAT

Operator's seat shall be of a modern proven design with durability and multiple adjusting features for optimum comfort. The seat shall include a black (3) point lap-shoulder belt with latch buckle located on curb side.

Seat cover upholstery material shall be heavy duty standard black cloth.

Seat belts shall have an audible warning set to chime any time the bus is placed in a forward gear and the belt is not properly fastened.

31. MIRRORS

The bus shall be equipped with two, spilt-pane exterior rearview mirrors. The street-side mirror shall be mounted as low as possible so as to minimize pedestrian crossing blind spots and provide the operator a view to the rear along both sides of the bus and shall be adjustable both in the horizontal and vertical directions to view the rearward scene. The curbside rearview mirror height shall be mounted with emphasis on avoiding passenger head strikes. Mirrors shall permit the operator to view the highway along both sides of the bus, including the rear wheels. Both flat and convex mirrors shall be adjustable by a single remote mirror adjustment switch per assembly. Mirrors shall be firmly attached to the bus to minimize vibration and prevent loss of adjustment, but not so firmly attached that the bus or its structure is damaged when the mirror is



struck in an accident. Mirrors shall retract or fold sufficiently to allow bus washing operations. Amber LED turn signals shall be integrated into the mirror glass or onto the housing of the mirror housing or both upon the Agency's discretion, and shall be included as standard.

Location, installation and wiring, including the disconnect plug, of the mirrors shall be approved by the Agency during the approved equal and evaluation process.

31.1 Interior Mirrors

Convex mirrors shall be provided for the operator to observe passengers throughout the bus without leaving his seat and without shoulder movement. The operator shall be able to observe passengers in the front and rear door areas, anywhere in the aisle, and in the rear seats.

A second interior convex mirror shall be installed which will enable the Operator to see the area of the bumper mounted bike rack. Locations and installation of the mirrors shall be approved by the Agency.

32. WINDOWS

32.1 Windshield

The upper portion of the windshield above the operator's field of view shall have a dark, shaded band with a minimum luminous transmittance of 6 percent when tested in accordance to ASTM D-1003.

32.2 Operator's Side Window

The operator shall have the ability to open the operator's side window for the purpose of providing ventilation. If a sliding type is proposed, the sash shall not latch upon closing.

The bus manufacture shall provide laminated glazing materials that are proven to deflect the highest amount of solar heat to maximize the Operators comfort in our desert southwest climate. These specifications including tint values shall be provided to the Agency during the evaluation process.

32.3 Side Windows

The bus manufacture shall provide glazing materials that are proven to deflect the highest amount of solar heat in order to maximize the passengers comfort in our desert southwest climate. These specifications including construction type and tint values shall be provided to the Agency during the evaluation process.

Passenger side windows will be openable with inward-opening or sliding transom panels.

All glazing material that is aft of the standee line shall be equipped with 6 mil laminated polyester film to protect the glazing material from graffiti damage. This material shall be easily installed and removed without the use of specialized tools. Polyester film shall adhere to the window and be resistant to peeling, curling and discoloration by ultra violet rays. The film shall withstand normal cleaning operations. Metalized films that interfere with electronic signals will not be accepted.

33. HEATING VENTILATION AND AIR CONDITIONING

The HVAC climate control system will be sized and configured to maintain passenger comfort under the conditions set forth in section 6, OPERATING ENVIRONMENT.



With the bus running at the design operating profile including frequent door opening cycles and scheduled idle periods, while carrying a number of passengers equal to 150 percent of the seated load, the HVAC system shall control the average passenger compartment temperature within a range between 65 °F and 80 °F, while maintaining the relative humidity to a value of 45 percent or less.

Degradation of HVAC system performance will be minimized while the vehicle is in a stationary position and engine operating at idle speed.

The manufacturer shall also provide their most current air conditioning testing data including interior temperature pull down results. The bus manufacturer is also encouraged to provide any revised testing data resulting from additional efforts undertaken to meet our challenging operating environment for this proposal. This supplied data will become a component of the evaluation process for each bidder.

34. PASSENGER INFORMATION

34.1 Interior Displays

Provisions shall be made on the rear of the operator's barrier for a frame to retain information posted by the Agency, such as routes and schedules. An open back top load metal advertising media frame 11 inches wide by 17 inches high and 0.09 inches thick shall be provided and installed in the above location. In addition, an on board provision for securely holding printed bus books shall be provided and installed. The Agency shall approve the mounting location during pre-build conference.

A durable clear top load vehicle registration holder approximately 6 inches high and 9.5 inches length shall be provided and installed on or about the barrier behind the operator's seat. The Agency shall approve the mounting location during pre-build conference.

35. HAZARD ALERTS

35.1 Fire Suppression

A fire suppression system shall be provided.

The fire suppression system shall be operational whenever battery power is available.

36. ELECTRICAL SYSTEMS

36.1 Batteries

The bus manufacture shall supply a heavy duty vehicle power supply system that will take into account total battery drain to ensure consistent starting reliability without the assistance of starting aids.

Each battery shall have a purchase date no more than one year from date of release for shipment to the Agency.

36.2 Jump Start Hardware

Jump-start connector Anderson SB350 or equal shall be provided in the engine compartment equipped with dust cap and adequately protected from moisture, dirt and debris.



36.3 Power Generation and Distribution

The alternator and voltage regulators shall be suitable for extreme high temperature operating conditions as to be used in the extreme desert southwest region. The vehicle manufacturer shall include in its proposal the specifications for the alternator it is proposing.

36.4 Electrical Components

All electric motors shall be either heavy-duty brushless type where practical.

37. DATA COMMUNICATIONS SYSTEM

37.1 Multiplex Level

Valley Metro reserves the right to request a Mock-Up Board, where key components of the multiplexing system are replicated on a functional model. This shall include Options Pricing and serve as a tool for diagnostic, design verification, and training purposes.

37.2 Information Level Component Integration

The bus manufacture shall provide and install an on board Clever Devices CAD/AVL Communications System. The Information Level components are to be compatible with the Clever Devices IVN4 Controller series. The bus manufacture shall request all technical clarification and guidance directly from Clever Devices to ensure proper installation and functionality is achieved. Revised hardware as part of the system shall include the latest model numbers as follows: currently installed on the Agency's transit vehicles. "Radio" by Motorola, Part Number XPR5580e; Description: 800-900 MHz; w/option board and connector. "Modem" – manufactured by Sierra Wireless, Part Number MG-90 w/ configuration 0162-9500. The proposer shall contact Clever Devices at the address and/or phone number below for specific details of the current system.

Clever Devices Ltd.
300 Crossways Park Dr.
Woodbury, NY 11797
Office: 516-433-6100

Information Level components are those components whose primary function is the transmission of data to a system outside the vehicle; and/or the collection, control or display of data on the vehicle, none of which is necessary to the safe operation of the vehicle.

All wiring related to information level components shall be routed in a separate conduit or distinct color split loom for identification.

Information Level components can function independently of each other, or can be integrated with other components through a communications network to achieve greater functionality.

The vehicle manufacturer will be responsible for providing and installing the following mobile components.



- One each, Transit Control Head
- One each, IVN Series 4 Controller
- One each, Mobile Router
- One each, Mobile Radio
- One each, Radio Logic Controller
- One each, Handset
- One each, Passenger Sign System (for VASS)
- One each, Public Address System
- One each, Automatic Passenger Counter System

The vehicle manufacturer will also be responsible for providing and installing multiple antennas for all buses, including GPS, Cellular, passenger Wi-Fi and RF antennas. The components must be the most current models compatible with the equipment used.

The vehicle manufacturer will ensure a quality control process is in place to validate all mobile electronic components are functional prior to delivery. The vehicle manufacturer should coordinate with Clever Devices and the Agency to validate all components are operational and compatible to their current hardware/software configurations.

Part numbers for all system components will be provided by Clever Devices.

The vehicle manufacturer shall propose accommodations to include additional conduit and easily accessible antennae mounting platform for future expansion. The conduits shall run from the electronics box to the operator area, the electronics box to the rear of the bus and other locations as determined necessary. The Agency shall approve all proposed locations and runs.

The vehicle manufacturer shall provide and install all necessary mobile electronic component wiring harnesses and cables, switches including silent alarm switch, covert mics, mounting brackets, mounting hardware, power filter, any necessary converters, odometer interfaces, automatic passenger counter, and any other accessory equipment to bring the mobile electronic system in to full operation after the installation of the above components. This includes ensuring the functionality and operability of the overall radio/AVL systems once the vehicles are on site and have established communication with the regional system.

To ensure ease of serviceability, all electronic components shall be mounted in locations within the electronics box as specified by the Agency during the pre-build process.

37.3 Electronics (Radio) Box

All Information Level equipment, including the radio and video surveillance system shall be installed in an electronics box or other. A minimum one-foot service loop shall be included for all equipment housed. The electronics box shall be installed as agreed upon between the Agency and vehicle manufacturer.



This location shall provide:

- 4 (four) securable sliding mounting rack(s) or other, that can accommodate component dimensions of a maximum 12" wide x 8" height x 11 length"
- supplied and filtered "clean" power as required to all components
- positive ventilation and exhaust to cool components
- White colored interior
- keyed access to all components with a separate key for access to the video surveillance system

37.4 Transit Control Head

The Operators display shall consist of a visual screen and input keys. All mounting shall be of sturdy construction to minimize vibration. The display shall be mounted to the right side of the operators' dash board, with emphasis of maintaining the operator's critical line of vision. The transit control head once mounted, shall be adjustable to accommodate the placement of the farebox and separate key pad. The Agency shall approve all mounting locations.

37.5 Radio

The on-board radio shall include an operator speaker, handset and cradle. The underside of the antennas shall be accessible for service. Cover plates shall be installed on the vehicle for any future additional antenna location.

37.6 External Route Display (ERD)

A modern SAE J-1708 compatible destination sign system shall be furnished on the front, on the right side near the front door, and on the rear of the vehicle. The Agency's preference is Luminator high visibility white L.E.D signs at all locations. The complete sign system shall be capable of integrating with all Clever Devices functionality requirements, including mobile capability of signs updating via the vehicles WWAN.

The sign system shall have proven US support and maximum warranty coverage for the life of the vehicle.

The signs shall not block the operator's critical horizontal line of sight.

37.7 Voice Annunciation and Signage System (VASS)

The VASS system, which is integral to the Clever Devices IVN4, shall be capable of providing visual and audible announcements. Automatic gain control shall be controlled by Clever Devices programming.

37.8 Passenger Stop Request Sign

The Passenger Stop Request Sign shall mounted at ceiling level and visible to the seated passengers. The stop request function is a feature controlled via the Clever Devices software which also provides a simultaneous audio alert when activated.

The operator shall be able to cancel or reset the signal system from the operator's area.

37.9 Covert Emergency Alarm



The Covert Emergency Alarm is for the operators use in dangerous situations. A momentary push button shall be installed to the left of the driver's seat, on the lower panel within easy drivers reach. The button shall incorporate a protective sleeve to prevent accidental trigger of the button.

The alarm is networked with Clever Devices and can be integrated with many of the Information Level components: the radio can transmit audio from a listen-in microphone as well as location data from the AVL; the External Route Display can signal an emergency; and the CCTV can tag and save recordings both prior and after the event.

When the emergency button is depressed, all exterior lights above the window line and all tail lights shall flash, and the front and curb side display shall automatically display a sign that reads "CALL POLICE 9-1-1" and rear and road side displays "9-1-1".

Once the alarm is activated, the operator shall have the ability to deactivate the emergency status of the system without getting out of the vehicle. The alarm may also be deactivated via the network.

37.10 Public Address System (PA)

The PA system shall incorporate a hands free operation. Both interior and exterior volume decibel levels shall be controlled by Clever Devices IVN4. An operator-controlled switch shall select inside or outside announcements. The system shall be muted when not in use. A provision shall be provided to secure the microphone in a stored position when not in use.

37.11 Automatic Vehicle Location (AVL)

The on-board Clever Devices AVL system shall calculate current location data, and provide that information to the network at a specified interval, from the time a vehicle leaves the garage to when it returns to the garage. A Global Positioning Satellite (GPS) system shall be used as one source of location input. The AVL system should provide at least one other location referencing method, such as dead reckoning (odometer), gyroscope, and/or signposts. The system shall be able to provide accurate location data when traveling through all environments, including urban canyons and dense tree coverage.

If more than one on-board system is location driven, only one shall be designated as the master.

37.12 Automatic Passenger Counter (APC)

The Hella APC shall be capable of providing passenger counts, both ingress and egress for every passenger doorway. The APC system shall be compatible with standard interfaces IBIS, RS232, RS485 and J1908 and shall be integrated with Clever Devices CAD/AVL system.

38. DIGITAL VIDEO RECORDED (DVR)

An Apollo video surveillance system shall be installed using the latest high definition (HD) quality, 360 degree cameras, interior cabin mics, I.P based cameras and 4TB hard drive storage capability. Any and all licensing for Video Clip Management and DVR Health and software system updates shall be included with each bus. The system shall provide continuous monitoring of both passenger and operator activity throughout the interior and exterior of the vehicle.

The number of cameras and their location shall be specified in the proposal.



Signage shall be posted on the interior front cap of the bus stating that this bus may be under video surveillance.

39. RESPONSIBILITIES FOR SYSTEMS INTEGRATION AND TESTING

The bus manufacture shall be responsible for incorporating all specifications of products into the bus and to ensure complete integration and functionality as designed.

40. TRAINING REQUIREMENTS

The bus manufacture shall provide pricing on the Options pricing sheet for the purchase of 40 hours of technical training on site at our Agency bus garages. The training approach shall include the use of formal and informal instruction, mock ups, manuals, diagrams and the physical units.

41. TECHNICAL PUBLICATIONS

The bus manufacture shall provide a complete listing of all available technical publications pertaining to the specific bus build, including all associated sub-components. This supporting literature will include (as examples) parts manuals, repair manuals, multiplexing and wiring schematics in both print and CD format. The pricing for each type item shall be provided to the Agency for use during the evaluation process.



EXHIBIT H – INSURANCE REQUIREMENTS

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1. ALL INSURANCE COVERAGES

Upon execution of Contract, all required insurance coverage’s must be evidenced to the Agency through receipt of acceptable certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing full compliance with the insurance requirements set forth in this Section.

All certificates and endorsements are to be received and approved by Agency or their designee before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

Failure of the Agency to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Agency to identify a deficiency from the evidence that is provided, shall not be construed as a waiver of Consultant’s obligation to maintain such insurance.

Certificate(s) of insurance and any notice of cancellation or material change should be mailed to the following address or such other addresses as designated by the Agency from time to time:

Risk Manager
101 North First Avenue, Suite 1400
Phoenix, AZ 85003

Certificate(s) of insurance shall identify this Agreement.

Failure to maintain the required insurance may result in the termination of this Agreement at the Agency’s option.

If the Consultant fails to maintain the insurance as set forth in this Section, Agency shall have the right, but not the obligation, to purchase said insurance at Consultant’s expense, in which case, Consultant shall promptly reimburse the Agency upon demand.

Agency reserves the right to review copies of all insurance policies procured to meet the requirements of this Section. This information must be provided within ten (10) business days of the Agency, or any Agency designee’s, written request.



All coverage required by this Section shall be obtained from financially sound insurance companies authorized or approved to do business in the State of Arizona and rated A- VII or better by the A,M, Best Rated Carrier.

Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least thirty (30) days prior to written notice is provided to the Agency by the Consultant.

Certificates evidencing the completed operation liability coverage shall be required for eight years past acceptance, cancellation, or termination of the Professional Services.

The coverage required by this Section shall stipulate that the insurance afforded by the policies shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs participated in or maintained by the Agency or its Members shall be excess and not contributory to insurance required by this Section. This requirement does not apply to Workers' Compensation Insurance.

Any failure by the Consultant to comply with the reporting requirements of the required insurance coverage shall not affect the coverage provided to the Agency, the Agency's members and each of their respective agents, officers, employees, and directors.

If Consultant's commercial general and automobile liability policies do not contain a separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

To the extent commercially available and permitted by State Law, Consultant waives all rights of subrogation or similar rights against the Indemnified Group.

The stipulation of insurance coverage in this Section shall not be construed to limit, qualify, or waive any liabilities or obligations of Consultant, assumed or otherwise, under this Agreement.

Agency makes no warranty regarding the adequacy of the types or amounts of insurance necessary to protect any party against potential loss. The Consultant or Subcontractors must determine the amount of insurance and additional types of insurance necessary to protect its assets. Any additional insurance deemed necessary shall be purchased at the Consultant's or Subcontractor's sole expense.

Agency reserves the right to amend the requirements herein at any time during the Agreement, subject to at least sixty days written notice, including but not limited to providing any or all of the coverage required in this section, provided that an appropriate adjustment to the payment terms of the Agreement to offset any attributable increases or decreases in the Consultant's costs.

Consultant shall require any and all Subcontractors to maintain insurance as appropriate.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained within this Agreement.

Any deductibles or self-insured retentions are not reimbursable costs.

Consultant warrants that this Section has been thoroughly reviewed by Consultant's insurance agent/broker, who has been instructed to procure the required coverage.



2. COMMERCIAL GENERAL LIABILITY INSURANCE

Consultant shall maintain general liability and, if necessary, excess/umbrella insurance with a limit of liability not less than \$5,000,000 each occurrence. The insurance shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability, and products and completed operations. The policy shall be endorsed to include the following additional insured language: "Valley Metro Rail, Inc. and its Member Cities and their employees, Regional Public Transportation Authority and its Member Cities and their respective, agents, officers, employees, and directors shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant."

Additionally, the policy(ies) shall include, or be endorsed to include the following provision:

"The Indemnified Group shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Agreement."

3. AUTOMOBILE LIABILITY INSURANCE

Consultant shall maintain automobile liability and, if necessary, excess/umbrella insurance with a limit of liability of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the Consultant services.

The policy shall be endorsed to include the following additional insured language: "Valley Metro Rail, Inc. and its Member Cities and their employees, Regional Public Transportation Authority and its Member Cities and their respective, agents, officers, employees, and directors shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant."

4. WORKERS' COMPENSATION INSURANCE

Consultant shall maintain workers' compensation and employers' liability insurance in accordance with the Federal and State statutes having jurisdiction over the employees where the Professional Services are performed. The limits of liability for employers' liability coverage shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

The policy shall contain a waiver of subrogation in favor of the Indemnified Group.

5. PROFESSIONAL LIABILITY

Consultant shall maintain a professional liability insurance policy, appropriate to the Consultant's profession, covering errors and omissions arising out of the Consultant's Professional Services, or services of any person employed by the Consultant, or any person for whose acts, errors, mistakes or omissions the Consultant may be legally liable with a limit of liability of not less than \$5,000,000 per claim.

In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of four years beginning at the time work under this Contract is accepted.

Policy shall contain a waiver of subrogation in favor of the Indemnified Group.



6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant, and its successors and assigns, shall pay, defend, indemnify and hold harmless Valley Metro Rail, Inc., its Member Cities, Regional Public Transportation Authority its Member Cities, and their respective officers, employees and directors. (“Indemnified Group”) from and against all allegations, demands, proceeding, suits, actions, claims, damages, losses, expenses, including, but not limited to, reasonable attorney fees, court costs, cost of appellate proceedings and all claim adjusting and handling expenses, but only to the extent related to, arising from or out of any negligent or willful acts, errors, or omissions of Consultant or any Subcontractor relating to services performed under this Agreement, including, but not limited to, services performed or materials supplied by any Subcontractor or anyone directly or indirectly employed by or contracting with Consultant or a Subcontractor or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant’s and Subcontractor’s employees.

If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement and or described herein, Consultant, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the Indemnified Group. The Agency shall cooperate with all reasonable efforts in the handling and defense of such claim. Any settlement of claims must fully release and discharge the Indemnified Group from any further liability for those claims. The release and discharge of the Indemnified Group shall be in writing and shall be subject to approval by the Agency, which approval shall not be unreasonably withheld or delayed. If Consultant neglects or wrongfully refuses to defend the Indemnified Group as provided by the Contract, any recovery or judgment against the Indemnified Group for a claim covered under this Agreement shall conclusively establish Consultant’s liability to the Indemnified Group in connection with such recovery or judgment, and if the Agency desires to settle such dispute, the Agency shall be entitled to settle such dispute in good faith and Consultant shall be liable for the amount of such settlement, and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

If a claim is asserted against the Agency or any other member of the Indemnified Group by any person not a Party to this Contract which is predicated upon alleged errors or omissions in Services or other responsibilities of the Consultant, the Agency shall promptly give notice of such claim by tender to the Consultant and the Consultant shall cooperate fully with the Agency and any other member of the Indemnified Group in the defense of such claim. This Section shall be applicable in the event a claim is made or suit filed in a court of law or equity or by demand for arbitration.

In the event that that a claim is tendered to Contractor by the Agency the Contractor shall provide quarterly status information regarding claims, including loss run, denials letters, settlement of loss, etc. This information shall be sent to the Agency’s Risk Management Department by the Contractor.

Insurance provisions set forth are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions, except that payments pursuant to the insurance provided under this Agreement with respect to a claim covered by the indemnity provisions shall be used to satisfy that portion of the Consultant’s indemnity obligations to the extent of such payments. The indemnity provisions of this Section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions. The provisions of this Section shall survive the termination of the contract.



ATTACHMENT I – LIST OF PROPOSED SUBCONTRACTORS

Pursuant to the RFP, the following subcontractor(s) shall perform the described work. Where the Offeror will perform the work, the Offeror’s name must be included in the appropriate space(s) below:

Description of Work	Name of Subcontractor (or Offeror)	Estimated % of Contract Value (Enter as a % only)	DBE (Yes/No)

SUBMITTED BY: _____
NAME OF OFFEROR



ATTACHMENT J – LOBBYING CERTIFICATE

This form is to be submitted with an offer exceeding \$100,000. The 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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Offeror’s authorized official: _____

Title: _____

Authorized signature

Date

Per paragraph 2 above, complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.



ATTACHMENT K – DEBARMENT AND SUSPENSION CERTIFICATION

This form is to be submitted with an offer exceeding \$25,000.

Choose one alternative:

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

OR

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

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

Executed in [insert city and state]: _____

Company Name:

Authorized Signature and Title Date



ATTACHMENT L – RESPONSIBILITY QUESTIONNAIRE

GENERAL – PART I

This questionnaire must be submitted with Proposal documents. Failure to provide the completed questionnaire may cause rejection of the Proposal. All references and information must be current and traceable. If the Offeror is a Joint Venture, a separate form shall be prepared by each Joint Venture Partner.

A. Name of Offeror: _____

Principal Business Address: _____

Phone: _____ Fax: _____

Contact: _____ Email: _____

Website: _____

Arizona Sales Tax License No. (if applicable) _____

Federal Tax ID No. _____

Licensure and/or Technical Registration No. _____

DUNS No. _____

B. Individual , Partnership , Corporation , Limited Liability Company (LLC) , or Joint Venture

(Check as applicable).

In the State of _____

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if an LLC, list the names of the managers or members, as the case may be; if a joint venture, list names and addresses of venturers and, if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership, LLC, and joint venturer.

C. How many years has your organization been in business under present name?

_____ years



D. How many years of experience has your organization had in work similar to that being required in this Request for Proposals?

1. As a prime contractor? _____ years
2. As a subcontractor? _____ years

E. Of the people employed, what are the job classifications involved and how many people are assigned to each classification?

<u>Job Classification</u>	<u>No. of Job Employees</u>	<u>Job Classification</u>	<u>No. of Job Employees</u>

F. Describe your company's resources that will be used to complete this work.

G. Describe current workload. Attach additional sheets if necessary.

1. Services: _____

Approximate Dollar Value: _____

Contract Completion Date: _____

2. Services: _____

Approximate Dollar Value: _____

Contract Completion Date: _____

3. Services: _____

Approximate Dollar Value: _____

Contract Completion Date: _____



List firm's prior experience in similar services within the last 10 years.

Project One

Name of Project: _____

Service Description: _____

Location: _____

Contract Price: _____

Contract Time: _____

Contract Completion Date: _____

If contract completion time extensions were added to the contract as a result of changes in Offeror's responsibilities, provide a short explanation of each.

Owner's Contact Person: _____ Phone No: _____

Project Two

Name of Project: _____

Service Description: _____

Location: _____

Contract Price: _____

Contract Time: _____

Contract Completion Date: _____



If contract completion time extensions were added to the contract as a result of changes in Offeror's responsibilities, provide a short explanation of each.

Owner's Contact Person: _____ Phone No: _____

Project Three

Name of Project: _____

Service Description: _____

Location: _____

Contract Price: _____

Contract Time: _____

Contract Completion Date: _____

If contract completion time extensions were added to the contract as a result of changes in Offeror's responsibilities, provide a short explanation of each.

Owner's Contact Person: _____ Phone No: _____

H. Have you or your organization, or any officer or partner thereof, failed to complete a Contract?

No Yes If yes, give details: _____

I. Is any litigation pending against your organization?

No Yes If yes, give details: _____



J. Has OSHA cited your company for any violations in the past 3 years?

No Yes If yes, give details: _____

K. Name your principal financial institution for financial responsibility reference.

Name of Bank: _____

Street Address: _____

City and State: _____

Telephone: _____

E-Mail: _____

Officer Familiar with Offeror's Account: _____



RESPONSIBILITY QUESTIONNAIRE

FINANCIAL SUMMARY – PART II

The following must be completed and submitted with the Proposal.

Company: _____

Address: _____

Company Financial Representative: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Latest Balance Sheet

Date of the Balance Sheet: _____

Cash	
Accounts Receivable	
Inventory	
Other Current Assets (Less Than 1 Year)	
Total Current Assets \$	
Fixed Assets – Property & Equipment	
TOTAL ASSETS	
Current Liabilities (Less Than 1 Year)	
Long Term Liabilities	
TOTAL LIABILITIES	
NET WORTH	



TOTAL LIABILITIES & EQUITY	
---------------------------------------	--

The undersigned certifies that s/he is legally authorized to make the statements and representations contained in this Proposal, and represents and warrants that the foregoing information is true and accurate to the best of his/her knowledge, and intends that Valley Metro can rely thereon in evaluating this Proposal.

DATE OF SIGNING: _____

NAME: _____

TITLE: _____

SIGNATURE: _____



ATTACHMENT M – REQUEST FOR SUBSTITUTION (RFS) FORM

Note: Utilize the question and answer period to verify your proposed vehicle will meet Valley Metro minimum specifications

Questions regarding this solicitation may be submitted via Valley Metro’s E-Procurement Website, <https://valleymetro.procureware.com/home> by selecting the clarification tab. Questions will be answered through the E-Procurement Website and are due no less than seven (7) calendar days prior to the specified due date and time.

We hereby submit for your consideration the following item instead of a specified item for the above solicitation:

SPECIFICATION SECTION	PARAGRAPH	SPECIFIED ITEM

Proposed Product Option/Substitution: _____

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications that proposed product option/substitution will require for its proper installation.

Complete the Following:

A. Does the product option/substitution affect dimensions shown on Drawings? _____

B. The undersigned agrees to pay for changes to the design, including engineering and detailing costs caused by the requested product option/substitution. Yes No

C. What effect does the product option/substitution have on other work?

D. What are the differences between proposed product option/substitution and specified item?

E. Manufacturer’s guarantees of the proposed and specified items are:

Same Different (explain on attachment)



The undersigned states that the function, appearance and quality of the proposed items are equivalent or superior to the specified item.

SIGNATURE: _____

BIDDER: _____

ADDRESS: _____

TELEPHONE NO.: _____ DATE: _____

For Use by AGENCY:

- Accepted Accepted as Noted
- Not Accepted Received too Late

By: _____ Date: _____

Remarks: _____



ATTACHMENT N – BUY AMERICA CERTIFICATION OF ROLLING STOCK

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000. The Offeror must submit the appropriate Buy America certification below with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____



ATTACHMENT O – EXCEPTIONS FORM

Offerors shall either make a statement accepting all the terms and conditions contained within the Request for Proposals or identify and explain any deviations and/or exceptions as outlined below.

Exceptions taken to the terms and conditions of the solicitation, to any of its formal attachments or to other parts of the solicitation shall be clearly identified. Each exception shall be specifically identified by section, page and paragraph and/or specific part of the solicitation to which the exception is taken. Offeror shall provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation.

This information shall be provided in the format and content in the table below. The exceptions shall be provided in spreadsheet format and clearly marked “Exceptions to RFP Terms and Conditions”. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for contract award. Follow the format below:

Solicitation Document	Paragraph/Page	Requirement	Rationale	Impacts On
RFP, Bridging Documents, Exhibits, Attachments, Addendums	Applicable Document, Page, Section, Paragraph, specific language	Identify the requirement or portion to which the exception is taken	Offeror justification why the requirement will not be met and its alternative strategy or position	Schedule, Cost, Performance, Other



**ATTACHMENT P – TRANSIT VEHICLE MANUFACTURER COMPLIANCE WITH
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
(Rolling Stock Purchase)**

NOTE: This form shall be completed and submitted with the Proposal package.

Pursuant to Title 49, Code of Federal Regulations, part 26.49, a Proposer, as a condition of being authorized to respond to this solicitation, must certify by completing this DBE Certification form, that it has on file with the Federal Transportation Administration (FTA) an approved or pending (not disapproved) annual Disadvantaged Business Enterprise (DBE) subcontracting participation goal.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

The Contractor, a Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 C.F.R. Part 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either **been approved** or is **pending approval** by the FTA.

Company name: _____

Name of signer: _____

Title: _____

Authorized signature

Date



**ATTACHMENT Q – CERTIFICATE OF COMPLIANCE
WITH BUS TESTING REQUIREMENT**

NOTE: This form shall be completed and submitted with the Proposal package.

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

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

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

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

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

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

Company name:

Name and Title of the Proposer’s Authorized Official:

Authorized signature

Date

Mars Northbound Monday - Friday
 Viaje hacia el norte de Lunes a Viernes

Evergreen/Southern	McClintock High School	Dorsey/Broadway	Trans. Center
607a	613a	618a	636a
622a	628a	633a	651a
637a	643a	648a	706a
And every 15 minutes thereafter until the hours listed below.			
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.			
952p	958p	1003p	1021p

Mars Northbound Saturday
 Viaje hacia el norte el Sábado

Evergreen/Southern	McClintock High School	Dorsey/Broadway	Trans. Center
807a	813a	818a	836a
822a	828a	833a	851a
837a	843a	848a	906a
And every 15 minutes thereafter until the hours listed below.			
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.			
952p	958p	1003p	1021p

Mars Northbound Sunday/Holiday
 Viaje hacia el norte el Domingo

Evergreen/Southern	McClintock High School	Dorsey/Broadway	Trans. Center
813a	819a	824a	842a
843a	849a	854a	912a
913a	919a	924a	942a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
713p	719p	724p	742p

Mars Southbound Monday - Friday
 Viaje hacia el sur de Lunes a Viernes

Trans. Center	Dorsey/Broadway	McClintock High School	Evergreen/Southern
557a	617a	623a	633a
612a	632a	638a	648a
627a	647a	653a	703a
And every 15 minutes thereafter until the hours listed below.			
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.			
957p	1017p	1023p	1033p

Mars Southbound Saturday
 Viaje hacia el sur el Sábado

Trans. Center	Dorsey/Broadway	McClintock High School	Evergreen/Southern
757a	817a	823a	833a
812a	832a	838a	848a
827a	847a	853a	903a
And every 15 minutes thereafter until the hours listed below.			
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.			
957p	1017p	1023p	1033p

Mars Southbound Sunday/Holiday
 Viaje hacia el sur el Domingo

Trans. Center	Dorsey/Broadway	McClintock High School	Evergreen/Southern
803a	823a	829a	839a
833a	853a	859a	909a
903a	923a	929a	939a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
703p	723p	729p	739p

Mercury Eastbound Monday - Friday
 Viaje hacia el este de Lunes a Viernes

Trans. Center	8th St/McClintock	Escalante Center
559a	620a	637a
609a	630a	647a
619a	640a	657a
And every 10 minutes thereafter until the hours listed below.		
Cada 10 minutos consecutivamente hasta las horas indicadas abajo.		
549p	610p	627p
604p	625p	642p
619p	640p	657p
And every 15 minutes thereafter until the hours listed below.		
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.		
949p	1010p	1027p

Mercury Eastbound Saturday
 Viaje hacia el este el Sábado

Trans. Center	8th St/McClintock	Escalante Center
800a	821a	838a
815a	836a	853a
830a	851a	908a
And every 15 minutes thereafter until the hours listed below.		
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.		
945p	1006p	1023p

Mercury Eastbound Sunday/Holiday
 Viaje hacia el este el Domingo

Trans. Center	8th St/McClintock	Escalante Center
750a	811a	828a
820a	841a	858a
850a	911a	928a
And every 30 minutes thereafter until the hours listed below.		
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.		
650p	711p	728p

Mercury Westbound Monday - Friday
 Viaje hacia el oeste de Lunes a Viernes

Escalante Center	8th St/McClintock	Trans. Center
601a	608a	622a
611a	618a	632a
621a	628a	642a
And every 10 minutes thereafter until the hours listed below.		
Cada 10 minutos consecutivamente hasta las horas indicadas abajo.		
521p	528p	542p
536p	543p	557p
551p	558p	612p
And every 15 minutes thereafter until the hours listed below.		
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.		
915p	958p	1012p

Mercury Westbound Saturday
 Viaje hacia el oeste el Sábado

Escalante Center	8th St/McClintock	Trans. Center
801a	808a	822a
816a	823a	837a
831a	838a	852a
And every 15 minutes thereafter until the hours listed below.		
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.		
946p	953p	1007p

Mercury Westbound Sunday/Holiday
 Viaje hacia el oeste el Domingo

Escalante Center	8th St/McClintock	Trans. Center
801a	808a	822a
831a	838a	852a
901a	908a	922a
And every 30 minutes thereafter until the hours listed below.		
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.		
701p	708p	722p

Saturn Eastbound Monday - Friday
 Viaje hacia el este de Lunes a Viernes

Priest/Elliott	Rural/Baseline	Tempe Library	Baseline/McClintock
700a	715a	719a	739a
730a	745a	749a	809a
800a	815a	819a	839a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
809p	815p	819p	839p
830p	845p	849p	909p
900p	915p	919p	939p

Saturn Eastbound Saturday
 Viaje hacia el este el Sábado

Priest/Elliott	Rural/Baseline	Tempe Library	Baseline/McClintock
800a	815a	819a	839a
830a	845a	849a	909a
900a	915a	919a	939a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
800p	815p	819p	839p
830p	845p	849p	909p
900p	915p	919p	939p

Saturn Eastbound Sunday/Holiday
 Viaje hacia el este el Domingo

Priest/Elliott	Rural/Baseline	Tempe Library	Baseline/McClintock
800a	815a	819a	839a
830a	845a	849a	909a
900a	915a	919a	939a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
600p	615p	619p	639p
630p	645p	649p	709p
700p	715p	719p	739p

Saturn Westbound Monday - Friday
 Viaje hacia el oeste de Lunes a Viernes

Baseline/McClintock	Tempe Library	Rural/Baseline	Priest/Elliott
645a	703a	708a	724a
715a	733a	738a	754a
745a	803a	808a	824a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
745p	803p	808p	824p
815p	833p	838p	854p
845p	903p	908p	924p

Saturn Westbound Saturday
 Viaje hacia el oeste el Sábado

Baseline/McClintock	Tempe Library	Rural/Baseline	Priest/Elliott
745a	803a	808a	824a
815a	833a	838a	854a
845a	903a	908a	924a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
745p	803p	808p	824p
815p	833p	838p	854p
845p	903p	908p	924p

Saturn Westbound Sunday/Holiday
 Viaje hacia el oeste el Domingo

Baseline/McClintock	Tempe Library	Rural/Baseline	Priest/Elliott
815a	833a	838a	854a
845a	903a	908a	924a
915a	933a	938a	954a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
615p	633p	638p	654p
645p	703p	708p	724p
715p	733p	738p	754p

Venus Forward (Clockwise) Monday - Friday
 Viaja en el sentido a las manecillas del reloj Lunes a Viernes

Trans. Center	Roosevelt/Broadway	University/Priest	5th St/Farmer	Trans. Center
605a	617a	626a	635a	638a
620a	632a	641a	650a	653a
635a	647a	656a	705a	708a
And every 15 minutes thereafter until the hours listed below.				
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.				
950p	1002p	1011p	1020p	1023p

Venus Forward (Clockwise) Saturday
 Viaja en el sentido a las manecillas del reloj el Sábado

Trans. Center	Roosevelt/Broadway	University/Priest	5th St/Farmer	Trans. Center
805a	817a	826a	835a	838a
820a	832a	841a	850a	853a
835a	847a	856a	905a	908a
And every 15 minutes thereafter until the hours listed below.				
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.				
950p	1002p	1011p	1020p	1023p

Venus Forward (Clockwise) Sunday/Holiday
 Viaja en el sentido a las manecillas del reloj el Domingo

Trans. Center	Roosevelt/Broadway	University/Priest	5th St/Farmer	Trans. Center
805a	817a	826a	835a	838a
835a	847a	856a	905a	908a
905a	917a	926a	935a	938a
And every 30 minutes thereafter until the hours listed below.				
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.				
705p	717p	726p	735p	738p

Venus Back (Counterclockwise) Monday - Friday
 Viaja en el sentido contrario a las manecillas del reloj Lunes a Viernes

Trans. Center	5th St/Farmer	Priest/University	Broadway/Roosevelt	Trans. Center
601a	604a	611a	619a	633a
616a	619a	626a	634a	648a
631a	634a	641a	649a	703a
And every 15 minutes thereafter until the hours listed below.				
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.				
949p	949p	956p	1004p	1018p

Venus Back (Counterclockwise) Saturday
 Viaja en el sentido contrario a las manecillas del reloj el Sábado

Trans. Center	5th St/Farmer	Priest/University	Broadway/Roosevelt	Trans. Center
801a	804a	811a	819a	833a
816a	819a	826a	834a	848a
831a	834a	841a	849a	903a
And every 15 minutes thereafter until the hours listed below.				
Cada 15 minutos consecutivamente hasta las horas indicadas abajo.				
949p	949p	956p	1004p	1018p

Venus Back (Counterclockwise) Sunday/Holiday
 Viaja en el sentido contrario a las manecillas del reloj el Domingo

Trans. Center	5th St/Farmer	Priest/University	Broadway/Roosevelt	Trans. Center
807a	810a	817a	825a	839a
837a	840a	847a	855a	909a
907a	910a	917a	925a	939a
And every 30 minutes thereafter until the hours listed below.				
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.				
707p	710p	717p	725p	739p

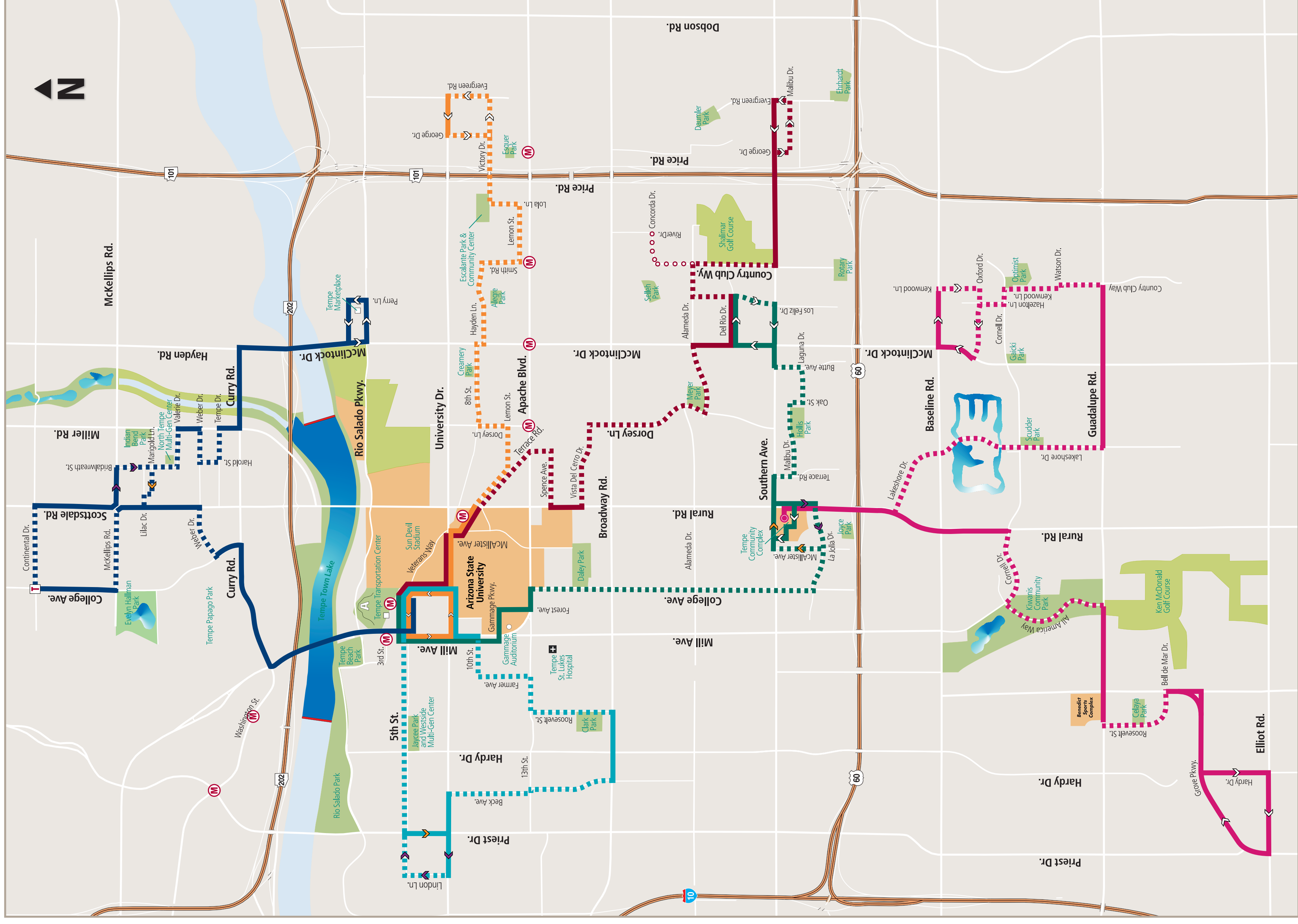
McClintock High School	Tempe Public Library	Forest/Gammage Southern	Trans. Center
779a	759a	804a	813a
817a	829a	834a	851a
847a	859a	904a	913a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
647p	659p	704p	713p
701p	707p	717p	723p
734p			

McClintock High School	Tempe Public Library	Forest/Gammage Southern	Trans. Center
821a	813a	873a	821a
873a	821a	873a	821a
921a	813a	873a	821a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
821p	813p	873p	821p
873p	821p	873p	821p
921p	813p	873p	821p

McClintock High School	Tempe Public Library	Forest/Gammage Southern	Trans. Center
821a	813a	873a	821a
873a	821a	873a	821a
921a	813a	873a	821a
And every 30 minutes thereafter until the hours listed below.			
Cada 30 minutos consecutivamente hasta las horas indicadas abajo.			
821p	813p	873p	821p
873p	821p	873p	821p
921p	813p	873p	821p

McClintock High School	Tempe Public Library	Forest/Gammage Southern	Trans. Center
637			

Tempe Orbit System Map



Legend

- ⋯ Area of route with flag stops
Area de la ruta que utiliza la señal de parada
- Area of route with designated stops
Area de la ruta que utiliza los paraderos de autobús
- “Forward” travels in the clockwise direction
“Back” travels in the counterclockwise direction
“Forward” viaja en el sentido de las manecillas de reloj
“Back” viaja en el sentido contrario a las manecillas de reloj
- ▬ Orbit Earth
- ▬ Orbit Jupiter
- ▬ Orbit Mars
- These trips are made on northbound only Monday through Thursday at 3:25 p.m. and Friday at 1:35 p.m.
Estos viajes hacia el norte se hacen solamente de lunes al jueves a las 3:25 p.m. y el viernes a la 1:35 p.m.
- ▬ Orbit Mercury
- ▬ Orbit Saturn
- ▬ Orbit Venus

- All Orbit routes travel in both directions unless indicated by arrows.
Todas las rutas del autobús Orbit viajan en ambas direcciones a menos que sea indicado por flechas direccionales.
- This portion of the route is served when the bus is traveling in the clockwise or northbound or eastbound direction.
El autobús sirve esta parte de la ruta cuando viaja hacia el norte y en dirección este.
- This portion of the route is served when the bus is traveling in the counterclockwise or southbound or westbound direction.
El autobús sirve esta parte de la ruta cuando viaja hacia el sur y en dirección oeste.

M METRO Light Rail Stop
Rutas del tranvía METRO Light Rail

T Transfer to Scottsdale Trolley
Transfiera al Trolebus de Scottsdale

No stop zone policy: When 15 mph speed limit signs are posted in a school zone, Orbit will not stop in between the signs. During all other times, Orbit may stop within the school zone.

Zonas en las cuales no se permite parar: Cuando los rótulos que indican la velocidad de 15 mph están colocados en una zona escolar, el autobús Orbit no puede detenerse dentro de la zona. El autobús Orbit puede parar dentro de la zona escolar en cualquier otro momento cuando no estén colocados los rótulos.

Accessibility: All Orbit mini-buses are wheelchair accessible and are equipped with bike racks to accommodate two bikes.

Todos los minibuses Orbit están equipados para que suban las sillas de ruedas y para cargar dos bicicletas.

Valley Metro Regional Bus Route & Schedule Information/Información sobre rutas y horarios:
valleymetro.org (602) 253-5000

Schedules are subject to change.
Los horarios pueden cambiar.



ATTACHMENT W – VEHICLE TECHNICAL INFORMATION

NOTE: This form must be completed and in the Technical Proposal package.

The Offeror shall submit the Vehicle Technical Information form below to confirm its proposed vehicle and components compliance. Submit completed forms for Neighborhood Circulator Vehicle only. Any deviation(s) must be submitted using the Form for Proposal Deviation accompanied by an explanation of the reason for the deviation and the offered alternative. Submit this Form with the Technical Proposal. Deviations will be evaluated on a case by case basis. Upon evaluation the purchasing agency may either accept the deviation for consider the proposal to be non-responsive. The decision by the purchasing agency will be at their sole discretion. If no deviations are proposed it will be expected that all requirements will be met in their entirety.

Additional documentation may be submitted but should not be in lieu of completing these forms.

A. Bus Manufacturer _____

Bus Model _____

B. Understructure Manufacturer _____

Model Number _____

C. FTA-Specified/Altoona Tested Minimum Useful Life: _____ Years _____ Miles

D. Basic Body Construction

1. Type _____

2. Tubing or frame member Thickness & Dimensions

a. Overstructure _____

b. Understructure _____

3. Skin Thickness and Material

a. Roof _____

b. Sidewall _____

c. Skirt Panel _____

d. Front End _____

e. Rear End _____

E. Dimensions

1. Overall Length

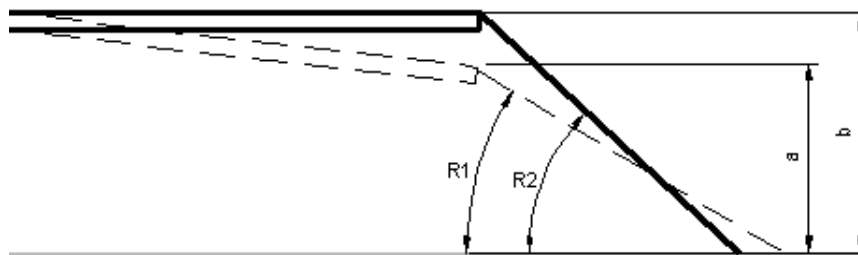
a. Over Bumpers _____ ft _____ in

b. Over Body _____ ft _____ in

2. Overall Width

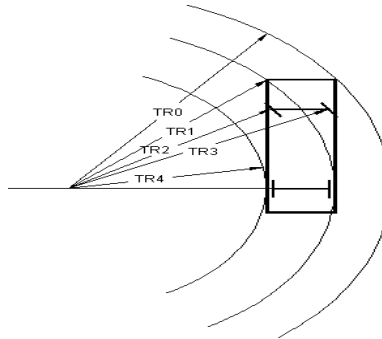
a. Over Body excluding Mirrors _____ in

- b. Over Body including Mirrors – driving position _____ in
- c. Over Tires Front Axles _____ in
- d. Over Tires Rear Axles _____ in
3. Overall Height (maximum) _____ in
Overall Height (main roof line) _____ in
4. Angle of Approach _____ deg
5. Breakover Angle _____ deg
6. Angle of Departure _____ deg
7. Doorway Dimensions
- | | Front | Rear |
|------------------------------|----------|----------|
| a. Width between Door Posts | _____ in | _____ in |
| b. Door Width between Panels | _____ in | _____ in |
| c. Clear Door Width | _____ in | _____ in |
| d. Doorway Height | _____ in | _____ in |
| e. Knuckle Clearance | _____ in | _____ in |
8. Step Height from Ground (measured at center of doorway, see diagram below)
- | | Front Doorway | Ramp Angle | Rear Doorway |
|--------------|---------------|--------------|--------------|
| (Kneeled) | a. _____ in | R1 _____ deg | a. _____ in |
| (Un-kneeled) | b. _____ in | R1 _____ deg | b. _____ in |



9. Interior Head Room (center of isle)
- a. Front Axle Location _____ in
- b. Rear Axle Location _____ in
10. Aisle Width Between Transverse Seats (minimum) _____ in
11. Floor Height Above Ground (centerline of bus)
- a. At Front Door _____ in
- b. At Front Axle _____ in
- c. At Rear Door _____ in

- d. At Rear Axle _____ in
12. Minimum Ground Clearance (between bus and ground, with bus un-kneeled)
- a. Excluding Axles _____ in
- b. Including Axles _____ in
13. Horizontal Turning Envelope (see diagram below)
- a. Outside Body Turning Radius, TR0 (including bumper) _____ ft _____ in
- b. Front Inner Corner Radius, TR1 _____ ft _____ in
- c. Front Wheel Inner Turning Radius, TR2 _____ ft _____ in
- d. Front Wheel Outer Turning Radius, TR3 _____ ft _____ in
- e. Inside Body Turning Radius, TR4 (including bumper) _____ ft _____ in



14. Wheelbase _____ in
15. Overhang, Centerline of Axle Ober Bumper
- a. Front _____ ft _____ in
- b. Rear _____ ft _____ in
16. Floor
- a. Interior Length _____ ft _____ in
- b. Interior Width (excluding covering) _____ ft _____ in
- c. Total Standee Area _____ sq ft
- d. Minimum Distance between Wheelhouses:
- Front: _____ in
- Rear: _____ in
- e. Maximum Interior Floor Slope from Horizontal _____ deg
17. Passenger Capacity Provided
- a. Total Maximum Seating _____



- b. Standee Capacity _____
- c. Minimum Knee to Hop Room _____ in
- d. Minimum Foot Room _____ in

F. Weight of Bus

	No. of People	Front Axle (lbs)			Rear Axle (lbs)			Total Bus (lbs)
		Left	Right	Total	Left	Right	Total	
Empty Bus, Full Fuel								
Fully Seated, Full Fuel								
Fully Loaded Standee and Fully Seated, Full Fuel								
Crush Load (1.5x Fully Loaded)	N/A							
GVWR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
GAWR	N/A							

G. Engine, Main

- 1. Manufacturer _____
- 2. Type _____
- 3. Model Number _____
- 4. No. of Cylinders _____
- 5. Bore _____ in
- 6. Stroke _____ in
- 7. Displacement _____
- 8. Cu. In. Compression Ratio _____
- 9. Injector Type and Size _____
- 10. Net S.A.E. Horsepower _____ hp at _____ rpm
- 11. Net S.A.E. Torque _____ lb ft at _____ rpm
- 12. Crankcase Oil Capacity
 - a. New Engine, Dry _____ gals
 - b. New Engine, Wet _____ gals



- 13. Turbocharger, Make & Model _____
- 14. Maximum Speed, No Load _____ rpm
- 15. Maximum Speed, Full Load _____ rpm
- 16. Speed at Idle _____ rpm
- 17. Speed at Fast Idle _____ rpm
- 18. Engine Information/graphs to be attached with this form:
 - a. Engine speed vs. road speed
 - b. Torque vs. engine speed
 - c. Horsepower vs. engine speed
 - d. Fuel consumption vs. engine speed
 - e. Vehicle speed vs. time (both loaded and unloaded)
 - f. Vehicle speed vs. grade (both loaded and unloaded)
 - g. Acceleration vs. time
 - h. Change of acceleration vs. time

H. Transmission

- 1. Manufacturer _____
- 2. Type _____
- 3. Model Number _____
- 4. Speeds _____
- 5. Gear Ratios

Forward _____ as required Reverse _____ as required

- 6. Shift Speeds
 - a. 1st – 2nd _____ mph
 - b. 2nd – 3rd _____ mph
 - c. 3rd – 4th _____ mph
 - d. 4th – 5th (if applicable) _____ mph
 - e. 5th – 6th (if applicable) _____ mph

7. Fluid Capacity (including heat exchanger and filters) _____ qts

I. Voltage Regulator

- 1. Manufacturer _____



2. Model _____

J. Voltage Equalizer

1. Manufacturer _____

2. Model _____

K. Alternator

1. Manufacturer _____

2. Type _____

3. Model _____

4. Output at Idle _____ amps

5. Output at Maximum Speed _____ amps

6. Maximum Warranted Speed _____ rpm

7. Speed at Idle _____ rpm

8. Drive Type _____

L. Starter Motor

1. Manufacturer _____

2. Type _____

3. Model _____

M. Air Compressor

1. Manufacturer _____

2. Type _____

3. Rated Capacity _____ cfm

4. Capacity at Idle _____ cfm

5. Capacity at Maximum Speed _____ cfm

6. Maximum Warranted Speed _____ rpm

7. Speed at Idle _____ rpm

8. Drive Type _____ rpm

9. Governor

 a. Cut-in Pressure _____ psi

 b. Cut-out Pressure _____ psi

N. Axle, Front

1. Manufacturer _____



- 2. Type _____
- 3. Model Number _____
- 4. Gross Axle Weight Rating _____ lbs
- 5. Axle Load _____ lbs

O. Axle, Rear

- 1. Manufacturer _____
- 2. Type _____
- 3. Model Number _____
- 4. Gross Axle Weight Rating _____ lbs
- 5. Axle Load _____ lbs
- 6. Axle Ratio _____

P. Suspension System

- 1. Manufacturer _____
- 2. Type
 - a. Front _____
 - b. Rear _____
- 3. Springs
 - a. Front _____
 - b. Rear _____

Q. Wheels and Tires

- 1. Wheels
 - a. Make _____
 - b. Size _____
 - c. Capacity _____ lbs
 - d. Material _____
- 2. Tires
 - a. Manufacturer _____
 - b. Type _____
 - c. Size _____
 - d. Load Range/Air Press. _____ lbs/psi

R. Power Steering



1. Pump
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Type _____
 - d. Relief Pressure _____ psi
2. Booster/Gear Box
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Type _____
 - d. Ratio _____
3. Power Steering Fluid Capacity _____ gals
4. Maximum Effort at Steering Wheel _____ lbs
(unloaded stationary coach on dry asphalt pavement)
5. Steering Wheel Diameter _____ in

S. Brakes

1. Make of Fundamental Brake System _____
2. Brake Chambers Vendor's Size and Part No.
 - a. Front _____
 - b. Rear _____
3. Brake Operation Effort _____
4. Caliper Vendor's Type & Part No.
 - a. Front
 1. Right _____
 2. Left _____
 - b. Rear
 1. Right _____
 2. Left _____
 - c. Length
 1. Front Take-Up _____ in
 2. Rear Take-Up _____ in
5. Brake Disc



-
- a. Front
 - 1. Manufacturer _____
 - 2. Part Number _____
 - 3. Diameter _____
 - b. Rear
 - 1. Manufacturer _____
 - 2. Part Number _____
 - 3. Diameter _____
 - 6. Brake Lining
 - a. Manufacturer _____
 - b. Type _____
 - 7. Brake Lining Identification
 - a. Front
 - 1. Forward _____
 - 2. Reverse _____
 - b. Rear
 - 1. Forward _____
 - 2. Reverse _____
 - 8. Brake Linings per Pad
 - a. Front _____
 - b. Rear _____
 - 9. Brake Lining Widths
 - a. Front _____ in
 - b. Rear _____ in
 - 10. Brake Lining Lengths
 - a. Front _____ in
 - b. Rear _____ in
 - 11. Brake Lining Thickness _____ in
 - 12. Brake Lining Area per Axle
 - a. Front _____ sq in
 - b. Rear _____ sq in



T. Cooling System

1. Radiator/Charge Air Cooler

- a. Manufacturer _____ / _____
- b. Type _____
- c. Model Number _____ / _____
- d. Number of Tubes _____ / _____
- e. Tubes Outer Diameter _____ in / _____ in
- f. Fins per Inch _____ / _____
- g. Fin Thickness _____ in / _____ in

2. Total Cooling System Capacity _____ gals

3. Radiator Fan Speed Control Type _____

4. Surge Tank Capacity _____ qts

5. Engine Thermostat Temperature Setting

- a. Initial Opening _____ °F
- b. Fully Closed _____ °F

6. Overheat Alarm Temperature Sending Unit Setting _____ °F

7. Shutdown Temperature Setting _____ °F

U. Air Reservoir Capacity

- 1. Supply Reservoir _____ cu. In
- 2. Primary Reservoir _____ cu. In
- 3. Secondary Reservoir _____ cu. In
- 4. Parking Reservoir _____ cu. In
- 5. Accessory Reservoir _____ cu. In
- 6. Other Reservoir Type _____ cu. In

V. Heating, Ventilating and Air Conditioning Equipment

- 1. Heating System Capacity _____ btu
- 2. Air Conditioning Capacity _____ btu
- 3. Ventilating Capacity _____ btu
- 4. Compressor
 - a. Manufacturer _____
 - b. Model Number _____



- c. Number of Cylinders _____
- d. Drive Ratio _____
- e. Maximum Warranted Speed _____ rpm
- f. Operating Speed _____ rpm
- g. Weight _____ lbs
- h. Oil Capacity
 - 1. Dry _____ gals
 - 2. Wet _____ gals
- i. Refrigerant
 - 1. Type _____
 - 2. Capacity _____ lbs
- 5. Condenser
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Number of Rows _____
 - d. Number of Fins/In. _____
 - e. Tubes Outer Diameter _____ in
 - f. Fin Thickness _____ in
- 6. Condenser Fan
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Fan Diameter _____ in
 - d. Maximum Speed _____ rpm
 - e. Maximum Flow Rate _____ cfm
- 7. Receiver
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Capacity _____ lbs
- 8. Condenser Fan Drive Motors
 - a. Manufacturer _____
 - b. Model Number _____



- c. Type _____
- d. Horse Power _____ hp
- e. Operating Speed _____ rpm
- 9. Evaporator Fan Drive Motors
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Type _____
 - d. Horse Power _____ hp
 - e. Operating Speed _____ rpm
- 10. Evaporator(s)
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Number of Rows _____
 - d. Number of Fins/In. _____
 - e. Tubes Outer Diameter _____ in
 - f. Fin Thickness _____ in
 - g. Number of Evaporators _____
- 11. Expansion Valve
 - a. Manufacturer _____
 - b. Model Number _____
- 12. Filter/Drier
 - a. Manufacturer _____
 - b. Model Number _____
- 13. Heater Cores
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Capacity _____ btu
 - d. Number of Rows _____
 - e. Number of Fins/In. _____
 - f. Tubes Outer Diameter _____ in
 - g. Fin Thickness _____ in



h. No. of Heater Cores _____

14. Floor Heater Blowers

a. Heater Blower Motors

1. Manufacturer _____

2. Model Number _____

3. Horsepower _____ hp

4. Speed(s) _____ rpm

b. Heater Blower Wheel

1. Manufacturer _____

2. Model Number _____

3. Capacity _____ cfm

c. Heater Cores

1. Manufacturer _____

2. Model Number _____

3. Capacity _____ btu

4. No. of Rows _____

5. No. of Fins/In. _____

6. Tube O.D. _____

7. Fin Thickness _____ in

8. No. of Heater Cores _____

15. Controls

a. Manufacturer _____

b. Model Number _____

c. Type _____

16. Driver's Heater

a. Manufacturer _____

b. Model Number _____

c. Capacity _____ btu

17. Ventilation System

a. Type _____

18. Coolant Heater



- a. Make & Model _____
- b. Capacity _____ btu

W. Interior Lighting

- 1. Manufacturer _____
- 2. Type _____
- 3. Number of Fixtures _____
- 4. Size of Fixtures _____
- 5. Power Pack _____

X. Doors

- 1. Front
 - a. Manufacturer of Operating Equipment _____
 - b. Type of Door _____
 - c. Type of Operating Equipment _____
- 2. Rear (if applicable)
 - a. Manufacturer of Operating Equipment _____
 - b. Type of Door _____
 - c. Type of Operating Equipment _____

Y. Passenger Windows

- 1. Manufacturer _____
- 2. Model _____
- 3. Type _____
- 4. Number (side) _____
- 5. Number (rear) _____
- 6. Sizes _____
- 7. Glazing
 - a. Type _____
 - b. Thickness _____ in
 - c. Color of Tint _____
 - d. Light Transmission _____



Z. Mirrors

	Size	Type	Manufacturer	Part No.	Model No.
Right Side Exterior					
Left Side Exterior					
Center Rearview					
Front Entrance Area					
Upper Right Hand Corner					
Rear Exit Area					

AA. Seats

1. Manufacturer _____
2. Model _____
3. Type _____

BB. Paint

1. Manufacturer _____
2. Type _____

CC. Wheelchair Lift/Ramp Equipment

1. Manufacturer _____
2. Model Number _____
3. Type _____
4. Capacity _____
5. Dimensions
 - a. Width of Platform _____ in
 - b. Length of Platform _____ in
6. System Fluid Capacity _____ qts
7. Type of Fluid Used _____
8. Operating Hydraulic Pressure _____ psi
9. Hydraulic Cylinders
 - a. Size _____
 - b. Number _____

DD. Wheelchair Securement Equipment

1. Manufacturer _____
2. Model Number _____



EE. Destination Signs

- 1. Manufacturer _____
- 2. Type _____
- 3. Character Length
 - a. Front Destination _____ in
 - b. Side Destination _____ in
 - c. Rear Destination _____ in
- 4. Character Height
 - a. Front Destination _____ in
 - b. Side Destination _____ in
 - c. Rear Destination _____ in
- 5. Number of Characters
 - a. Front Destination _____
 - b. Side Destination _____
 - c. Rear Destination _____
- 6. Message Width
 - a. Front Destination _____ in
 - b. Side Destination _____ in
 - c. Rear Destination _____ in

FF. Electrical

- 1. Multiplex System
 - a. Manufacturer _____
 - b. Model Number _____
- 2. Batteries
 - a. Manufacturer _____
 - b. Model Number _____
 - c. Type _____

GG. Communication System

- 1. GPS
 - a. Manufacturer _____
 - b. Model Number _____



2. P.A. System

a. Amplifier

1. Manufacturer _____

2. Model Number _____

b. Microphone

1. Manufacturer _____

2. Model Number _____

c. Interior Speakers

1. Manufacturer _____

2. Model Number _____

3. Impedance _____ ohm

4. Quantity _____

d. Exterior Speakers

1. Manufacturer _____

2. Model Number _____

3. Impedance _____ ohm

4. Quantity _____



ATTACHMENT X – NON-COLLUSION AFFIDAVIT

NOTE: This affidavit shall be completed and submitted with the Proposal package.

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

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



ATTACHMENT Y – PRE-AWARD EVALUATION DATA FORM

NOTE: This form shall be completed and submitted with the Proposal package. Attach additional pages if required.

<p>1. Name of firm:</p> <p>2. Address:</p> <p>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>4. Date organized: State in which incorporated:</p> <p>5. Names of officers or partners:</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>6. How long has your firm been in business under its present name?</p>
<p>7. Attach a list of similar current contracts that demonstrates your available capacity, including the quantity and type of bus, name of contracting party, percentage completed and expected completion date.</p> <p>8. Attach a list of at least five similar contracts that demonstrates your technical proficiency, each with the name of the contracting party and number and the type of buses completed within the last five years.</p> <p>9. Have you been terminated or defaulted, in the past five years, on any Contract you were awarded?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, then attach the full particulars regarding each occurrence.</p> <p>10. Attach a list of all principal Subcontractors and the percentage and character of Work (Contract amount) that each will perform on this Contract.</p> <p>11. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.</p>
<p>The above information is confidential and will not be divulged to any unauthorized personnel.</p>
<p>The undersigned certifies to the accuracy of all information:</p> <p>Name and title:</p> <p>Company:</p> <p>_____</p> <p>Authorized signature _____ Date</p>



**ATTACHMENT Z – FEDERAL MOTOR VEHICLE SAFETY STANDARDS
(ROLLING STOCK PURCHASE)**

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.

Company name: _____

Name of signer: _____

Title: _____

Authorized signature

Date



ATTACHMENT AA – SUB-SYSTEMS WARRANTY

The subsystems identified below shall be warranted to be free from Defects and Related Defects for a period beyond the initial complete bus warranty offering. **Offeror shall complete this Attachment for each vehicle offered.**

COMPONENT	YEARS	MILEAGE
Brake system (excluding wear surfaces)		
HVAC System: Roof and/or rear main unit only, excluding floor heaters and front defroster		
Transmission cooler		
Charge air cooler		
Engine cooling systems: Radiator including core, tanks and related framework, including surge tank		
Hydraulic systems		
Starter		
Alternator		
Air compressor and dryer		
Door systems		
Wheelchair ramp system		
Passenger seating excluding upholstery		
Surveillance system including cameras and video recorders		
Multiplex System		
Fire suppression / gas detection		
Fuel storage and delivery system		
Destination signs, headlights, passenger lighting, and all other LED assemblies		



ATTACHMENT BB – LIFE CYCLE COSTS

Offeror shall complete the form below for each vehicle model submitted for consideration. This information will provide insight to the ongoing operations and maintenance costs associated with each bus model proposed. In addition to the information requested below, offer shall provide information regarding any additional major components (\$1,000 or greater per failure) that are not expected to perform throughout the entirety of the vehicle’s FTA-specified minimum useful life.

Vehicle Manufacturer _____
Vehicle Model _____
Vehicle Fuel/Propulsion Type _____

FTA-Specified Minimum Useful Life _____ Miles

Fuel Economy – per Altoona “Central Business District” duty cycle _____ Mpg
(Note: Assume Diesel Gallon Equivalent for Natural Gas fuel)

Engine Expected Useful Life _____ Miles

Engine Rebuild Estimated Cost – Parts and Labor \$ _____

Transmission Expected Useful Life _____ Miles

Transmission Rebuild Estimated Cost – Parts and Labor \$ _____

Recommended Preventative Maintenance Interval _____ Miles

Estimated Preventative Maintenance Costs – Parts (fluids, filters, etc.) and Labor \$ _____

Other major components requiring replacement during minimum useful life Part: _____

(Note: Attach additional sheets if necessary) Expected Life: _____ Miles

Replacement Cost: \$ _____

Part: _____

Expected Life: _____ Miles

Replacement Cost: \$ _____