

Request for Proposals

One (1) 25 Feet Transit Coach

Mountain Express

P.O. Box 3482
Crested Butte, CO 81224

(970) 349-5616
clarsen@crestedbutte-co.gov

January 6, 2012

Notice of Request for Proposals

The Mountain Express (MX), requests proposals from individuals and firms interested in providing the following:

One (1) 25 Feet Transit Coach

Any questions regarding proposal documents should be directed to:

Chris Larsen, Transit Manager Phone: (970) 349-5616
Mountain Express Fax: (970) 349-7214
PO Box 3482 e-mail: clarsen@crestedbutte-co.gov
Crested Butte, CO. 81224

Requests for clarifications to the bid are to be submitted to Chris Larsen via email by 9:00 am local time, Monday, January 23, 2012 and Mountain Express will send to vendors and post all addenda in response on its website: www.mtnexp.org by close of business, Monday, February 6, 2012.

Sealed proposals for this purchase will be received at the Mountain Express office: 803 Butte Avenue, PO Box 3482, Crested Butte, CO 81224 until 9:00 am local time, Friday, March 2, 2012. Any proposals received after this date and time will not be considered and will be returned to the bidder. There will not be a formal proposal opening meeting. Qualified proposals will be presented by the Mountain Express staff to the Mountain Express Board of Directors at a regular or special meeting – date and time to be announced. The board may act at that time or the board may wait until a contract has been executed between Mountain Express and FTA if such contract has not then been executed – therefore proposals must be valid until May 1, 2012 and the board will attempt to award a contract prior to that date. However, this does not bind the board to awarding a contract.

This equipment will be purchased with financial assistance from the United States Department of Transportation, Federal Transit Administration (FTA) and any contract awarded will be subject to a financial assistance contract between the Mountain Express and FTA.

All vendors will be required to certify they are not on the Comptroller General’s list of ineligible contractors and are subject to the Department of Transportation Title 49 Code of Federal Regulations, Part 21.

All proposals will be required to comply with applicable Equal Opportunity laws and regulations. As an equal opportunity employer, Mountain Express prohibits discrimination on the basis of race, creed, color, religion, age, sex, disability, marital status, sexual orientation, political affiliation, national origin, or ancestry.

Disadvantaged Business Enterprises (DBE) shall have the maximum practicable opportunity to participate in this project. Qualified firms will be required to address the utilization of DBEs in their proposals.

This Request for Proposals does not commit Mountain Express to award any contract, to pay any costs incurred in preparation of a proposal, or to procure or contract for services or materials. Mountain Express reserves the right to reject any and all proposals, to advertise, to waive any irregularities, and to make awards in the best interest of Mountain Express.

RFP Schedule

One (1) 25 Feet Transit Coach

- Advertise..... Friday, January 6, 2012
- Request for clarification deadline..... Monday, January 23, 2012
- Response to clarification deadline..... Monday, February 6, 2012
- Receipt of Proposal Documents..... Friday, March 2, 2012

1. Instructions for Submittal of Proposal

1.1 DEADLINE FOR SUBMISSION

Sealed proposals for this purchase will be received until 9:00 a.m., local time, on the date established in the attached RFP Schedule (page 3). Proposals received prior to the established hour of closing will be kept securely sealed. Any proposals received after the date and time for receipt of proposal documents will not be considered and will be returned to the vendor.

1.2 RECEIPT OF SINGLE PROPOSAL

In the event a single proposal is received or in the event of an unbalanced proposal, Mountain Express (MX) may determine the reasonableness of the proposal price through appropriate means, including, but not limited to, price and cost analysis.

1.3 CLARIFICATION

The MX reserves the right to require additional information and clarification with regard to any proposal submitted.

1.4 FTA TRANSIT VEHICLE REQUIREMENTS

Vendor shall meet all USDOT FTA requirements for transit vehicle manufacturers. The completed certification of compliance with 49 CFR Part 23 (Participation by Minority Business Enterprise in DOT Programs) shall be submitted with the proposal package.

1.5 FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Vendor shall certify that the vehicles offered meet all U.S. Federal Motor Vehicle Safety Standards. The completed certification of compliance shall be submitted with the proposal package.

1.6 INELIGIBLE CONTRACTOR LIST

Vendor shall certify that it is not on the Comptroller General's list of ineligible contractors. The completed certification of compliance shall be submitted with the proposal package.

1.7 BUY AMERICA

Vendor shall certify the vehicles offered meet applicable Buy America requirements. The completed certification of compliance with 49 Part 661 (Buy America Requirements – Surface Transportation Assistance Act of 1982, as amended) shall be submitted with the proposal package.

1.8 RECEIPT OF ADDENDA

Vendor shall acknowledge the receipt of all addenda. A completed Receipt of Addenda form shall be submitted with the proposal package.

1.9 FEDERAL LOBBYING ACTIVITIES

Vendor shall certify that it has not used federal appropriated funds to influence an office or employee of any agency or member of Congress in connection with the award of this contract unless such lobbying activities have been properly reported. The completed certification of compliance with 49 CFR Part 20 (New Restrictions on Lobbying) shall be submitted with the proposal package.

1.10 BUS TESTING

Vendor shall certify that a model of the bus has been tested in compliance with FTA Bus Testing requirements. The completed certification of compliance with 49 CFR Part 665 (Bus Testing) shall be submitted with the proposal package.

1.11 TITLE VI ASSURANCE

Vendor shall certify that during the performance of any contract arising from this procurement, the contractor and any subcontractor will comply with the requirements of Title VI of the Civil Rights Act of 1964. The completed certification of compliance with 49 CFR Part 21 (Nondiscrimination in Federally assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964) shall be submitted with the proposal package.

1.12 VEHICLE ACCESSIBILITY

Vendor shall certify that the vehicles to be proposed meet the vehicle accessibility requirements of the Americans with Disabilities Act of 1992 (ADA). The completed certification of compliance with 49 CFR Part 38 (ADA Accessibility Specifications for Transportation Vehicles) shall be submitted with the proposal package.

1.13 MULTIPLE PROPOSALS

Vendors are permitted to submit more than one proposal, providing proposals are for different makes and models.

1.14 PROPOSAL FORMAT

Vendor shall provide three copies of the proposal package. The proposal package shall clearly indicate the RFP title and the vendor's name. Incomplete proposal packages may cause the proposal to be considered non-responsive. The following attachments are to be completed and included in the proposal package:

- ___ Vehicle Information Questionnaire
- ___ Delivery Schedule
- ___ Receipt of Addenda
- ___ ADA Certification
- ___ Certificate of Crashworthiness
- ___ Transit Vehicle Manufacturer Certification
- ___ Buy America Certification
- ___ Certification Regarding Ineligible Contractor List
- ___ Certification of Debarment and Suspension
- ___ Certification of Restrictions on Lobbying
- ___ Certification of Bus Testing
- ___ Title VI Assurance
- ___ Illegal Alien Addendum
- ___ Price Sheet
- ___ Signature Pages

1.15 EVALUATION PROCESS

While price is a major consideration, the MX will make an overall judgment based on price, value, quality, quickest possible delivery schedule, dealer availability, technical appropriateness, manufacturer capability to deliver, product warranties, and product suitability. Required technical and cost information submitted in the proposal package must be correct, complete, and verifiable. The vendor shall submit any and all documents as may be required to support the proposed technical and cost information and shall fully cooperate with the MX in its evaluation.

1.16 PROPOSAL REVIEW

The MX Board of Directors and management of the MX will evaluate the proposals and the MX Board of Directors may award a purchase contract.

1.17 PROPOSAL ACCEPTANCE

Each proposal is to be submitted with the understanding that the MX reserves the right to accept the proposal, with or without any negotiations, and acceptance in writing of the offer to furnish the equipment shall constitute a contract between the vendor and the MX which shall bind the vendor on its part to furnish and deliver at the price given, and in accordance with the terms and conditions of the accepted proposal and these instructions.

1.18 PRICING

The proposal price shall include all items of labor, materials, and equipment necessary to fully complete the manufacture, delivery, training, and support services for this procurement.

It is the intention of this specification to provide complete equipment of the type prescribed, ready for operation by the MX. Any items omitted from the specification which are clearly necessary for the operation of such equipment and its appurtenances shall be considered a portion of such equipment, although not directly specified or called for in this specification. All parts shall be new and in good working order. In no case will used, reconditioned or obsolete parts be accepted.

1.19 TAX EXEMPTION

The MX is exempt from payment of federal, state, and local taxes, and such taxes must not be included in the proposal price. The MX will furnish the successful vendor the necessary tax exemption certificates.

1.20 ADDENDA AND APPROVED EQUALS

Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. When brand names are used, consider the term "or approved equal to follow.

Changes in the specification will be made by addendum and will be sent to all known vendors and posted on the Mountain Express website.

Requests for approved equals, clarification of specifications, and protests regarding specifications shall be addressed to the MX Transit Manager, in writing via email. Requests for clarification of approved equals will be received until 9:00 a.m., local time, on the date established in the attached RFP Schedule.

When an approved equal is requested or a protest of the specification is submitted, MX may request the vendor to demonstrate the quality of its product, and shall furnish sufficient technical data, test results, etc., to enable the MX to determine whether the product is or is not equal to that specified.

1.21 AUTHORIZATION OF PROPOSAL

If the proposal is made by a partnership, the full names and addresses of all members and the address for the partnership shall be given, and the proposal shall be signed for all members by one member thereof. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer, and the corporate seal shall be affixed thereto. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be given, and the proposal shall be signed by each member.

Any erasures, corrections, or other changes appearing on the proposal forms shall be initialed by the person(s) signing the proposal.

1.22 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn by written request received by the MX prior to the closing date for receipt of proposals.

No proposal may be withdrawn for a period of forty two (42) days after the closing date for receipt of proposals.

1.23 AWARD OF PROPOSAL

If a contract is awarded, it will be awarded within forty two (42) days of the scheduled deadline for receipt of proposals. The award will be made to the most responsive and responsible vendor which meets the specifications and requirements for deliverables of this procurement.

1.24 INSPECTION

Vendors may inspect proposals after the award is made. Inspections will be during normal working hours and will be scheduled through the MX Manager.

1.25 PURCHASE ORDER

Upon acceptance of a proposal by the MX, a contract will be awarded for furnishing the items described in the proposal documents in strict conformity with the specifications, these instructions, and the contract. Following the contract signing, a purchase order will be issued by the MX for the purchase of the buses. All subsequent invoices and correspondences shall show the number of the purchase order. All invoices shall contain full descriptive information on items or services furnished.

1.26 LIMITATIONS

This RFP does not commit the MX to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services. The MX reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is in the best interest of the MX.

No news releases pertaining to this RFP or the services to which it relates may be made without the written consent of the MX.

1.27 MANAGER REFERENCE

Chris Larsen, Transit Manager
Mountain Express
PO Box 3482
803 Butte Avenue
Crested Butte, CO. 81224

Phone: (970) 349-5616
Fax: (970) 349-7214
e-mail: clarsen@crestedbutte-co.gov

2 CONDITIONS OF CONTRACT

2.1 CHANGE ORDERS

The Manager may at any time by written order and without notice to the sureties, make changes within the general scope of this contract in:

- drawings, designs, or specifications when the supplies to be furnished are specifically manufactured for the MX.
- method of shipment
- place of delivery

If any such change causes an increase or decrease in the cost of or time required for performance of this contract, equitable adjustment shall be made by written modification of the contract. Oral change orders are not permitted. No change in this contract shall be made unless the Manager gives his/her prior written approval. The Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the contract and signed by the Manager.

2.1.1 CHANGE ORDER PROCEDURE

Within 30 calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Manager a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Manager. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

2.1.2 REGULATORY CHANGES

If prior to date of manufacture of coaches under this contract, mandatory changes to the coaches are required as the result of legislation or regulations that go into effect, a price adjustment may be indicated, either upward or downward. Such adjustment shall be negotiated as a change order. Price adjustments under this section may be audited, where required.

2.1.3 BREACH OF CONTRACT

If the Contractor shall fail, refuse, or neglect to comply with the terms of these contract conditions, such failure may be deemed a total breach of contract and the Contractor may be subject to legal recourse by the MX, plus costs relating to failure to comply.

2.2 DISPUTES

2.2.1 CONTRACTOR CLAIMS AGAINST THE MX

All claims by a contractor against the MX relating to a contract, except proposal protests, shall be submitted in writing to the Manager for a decision. The contractor may request a conference with the Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

2.2.2 NOTICE OF MANAGER'S DECISION

After consultation with legal counsel, the Manager shall promptly issue a decision in writing, which shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under 2.2.3 of this section.

2.2.3 CONTRACTOR'S RIGHT TO APPEAL

The Manager's decision shall be final and conclusive unless, within thirty calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the MX Board of Directors or commences an action in a court of competent jurisdiction.

2.2.4 FAILURE TO RENDER TIMELY DECISION

If the Manager does not issue a written decision regarding any contract controversy within thirty days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

The "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

2.2.5 PROPOSAL PROTEST PROCEDURES

Protests related to this solicitation must be submitted in writing and will only be accepted from prospective vendors whose direct economic interest would be affected by the award of a contract or failure to award a contract. Protestors are urged to seek informal resolution of their complaints. A written protest must be submitted to the President of the MX Board of Directors within ten (10) calendar days after a prospective vendor knows or should have known of the facts giving rise to the complaint. A protest with respect to an invitation for proposals or a request for proposals must be submitted in writing prior to the opening of proposals or the closing date of proposals, unless the prospective vendor did not know and should not have known of the facts giving rise to the complaint prior to proposal opening or the closing date for proposals. A protest with respect to an award or manner of proposal opening shall be submitted within ten (10) calendar days after the opening of proposals or the closing date of proposals.

As a governmentally funded procurement, the provisions of FTA Circular 4220.1F, Chapter V, may apply. Protests to the Federal Transit Administration will be in regards to the alleged failure of the MX to have written protest procedures or alleged failure to follow such procedures. The MX must receive a concurrent notice, indicating the nature of the protest.

Protestors shall file a protest with FTA not later than five (5) days after a final decision is rendered under the Grantee's protest procedure. In Instances where the protestor alleges that the grantee failed to make a final determination on the protest. Protesters shall file a protest with the FTA not later than five (5) days after the protester knows or should have known of the grantee's failure to render a final determination on the protest.

2.3 TERMINATION

2.3.1 TERMINATION FOR DEFAULT

The Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including incremental costs of purchasing similar supplies or services, unless:

- It is determined for any reason that the Contractor was not at fault.
- Failure to perform was not due to its own or its subcontractor's control, fault or negligence.

If production schedules are not met by the Contractor, the MX may terminate the contract for breach.

2.3.2 TERMINATION FOR CONVENIENCE

The Manager, by written notice, may also terminate this contract, in whole or in part, if it is determined to be in the best interest of the MX. If this contract is so terminated, the Contractor shall be compensated in accordance with its auditable cost to point of notification of termination and any costs incurred, pursuant to compliance with paragraph 2.3.3

2.3.3 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the Manager the Contractor shall:

Stop work under the contract on the date and to the extent specified in the notice of termination;

Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary completion of such portion of the work under the contract as is not terminated;

Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

Assign to the MX, in the manner, at the times, and to the extent directed by the Manager, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated, in which the MX shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Manager, to the extent s/he may require, which approval or ratification shall be final for all purposes of the clause;

Transfer title to the MX and deliver, in the manner, at the times, and to the extent, if any, directed by Purchasing Agent the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, to include completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the MX;

Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Purchasing Agent, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Manager.

2.4 COMMUNICATIONS

In cases where communication is required between Contractor and the MX, such as providing information, furnishing specifications, or obtaining approval of proposed work, such communications from Contractor shall be forwarded to the Manager. Communications shall be in writing and may be delivered personally, or by regular, registered, or certified mail. Telephone calls, fax correspondence, and e-mail messages may be used to expedite communications, but shall not be official communications unless confirmed by written correspondence with original signatures. Communications shall be considered received at the time actually received by the addressee or designated agent.

2.5 CONTRACTOR RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontracts of the omission of any part or detail required to make the equipment complete and operable for use by the MX. In case of any variance, this specification shall take precedence over the Contractor's or subcontractor's own specifications.

The Contractor shall assume responsibility for all materials and services used, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify the MX in writing of the replacement and provide name, address, telephone number, and the type of service to be provided.

2.6 WARRANTY

The Contractor agrees that the buses furnished under this contract shall be covered by the most favorable warranties the Contractor gives to any customer for such equipment, and that the rights and remedies provided herein are in addition to and do not limit any right afforded to the MX by any other clause of this contract.

2.7 WORKERS' COMPENSATION INSURANCE

The Contractor and any subcontractor shall maintain adequate workers' compensation insurance to cover all employees during delivery, installation, assembly, or related service in conjunction with this contract, and agrees to hold the MX harmless from any cost due to accident or other liabilities mentioned in The Workers' Compensation Law. The Contractor shall also furnish a copy of a Certificate of Insurance prior to execution of a contract.

2.8 ENVIRONMENTAL PROTECTION

All facilities and equipment utilized by Contractor in the performance of this contract shall be designed and equipped to prevent or control air pollution in compliance with all applicable standards, orders, or regulations. If multiple air pollution regulations are in force, the more restrictive criteria shall govern. The MX may require the Contractor and any suppliers to certify to the MX that the governing air pollution criteria will meet and that facilities used for manufacture of the vehicles are not included on the EPA List for Violating Facilities.

2.9 ENERGY CONSERVATION

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6316 et seq).

The Contractor is required to recognize the mandatory standards and policies relating to energy efficiency contained in the respective State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section et seq).

To the extent applicable, the Contractor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC Section 6321 et seq.

2.10 ACCEPTANCE OF MATERIAL - NO RELEASE

Unless the MX otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this contract. The MX reserves the right, and shall be at liberty to inspect all material and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the instructions, contract requirements, and specifications. The MX is under no duty to make inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements, and specifications.

2.11 DELIVERY

2.11.1 PRE-DELIVERY TESTS

Pre-delivery tests and inspections shall be performed at or near the Contractor's plant in accordance with procedures outlined in the instructions, contract requirements, and specifications and may be witnessed by a representative of the MX. When the coaches pass these tests and inspections, the representative of the MX shall be required to so certify prior to release of the coaches.

2.11.2 DELIVERY PROCEDURE

Delivery shall be coordinated through the Manager. The point of delivery shall be:

Mountain Express
803 Butte Avenue
Crested Butte, CO 81224

Delivery of the coaches shall be FOB Crested Butte.

2.11.3 DELIVERY SCHEDULE

Date and time of delivery shall be coordinated through the Manager.

2.11.4 ASSUMPTION OF RISK AND LOSS

Each coach shall be delivered to the MX in first class condition. Contractor shall assume all responsibility and liability incident to said delivery, including any damages sustained during the delivery operation. Drivers shall keep a maintenance log en route and shall deliver it to the MX with the coach.

2.11.5 TITLE

Adequate documents securing each coach shall be provided to the MX at least five (5) working days before the coaches are delivered. Following acceptance of the coaches, the Contractor warrants that the title shall pass to the MX free and clear of all liens, mortgages, encumbrances, financing arrangement, security agreements, claims, and demands of any character.

2.11.6 MANUALS AND VEHICLES INFORMATION

The following manuals shall be provided on or before day of delivery of vehicles to the MX:

1. Vehicle Driver's Manual
2. Vehicle Maintenance Manual, including wiring diagrams.
3. Vehicle Parts Manual
4. Manufacturer Line Sheet
5. A weight document certifying the net curb weight for each vehicle.

2.11.7 DELIVERY OR INSTALLATION DELAYS

The MX reserves the right to extend delivery or installation, in case the completion and delivery under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion and delivery or installation shall be extended by a number of days to be determined in each instance by the Manager.

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial, and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

2.11.8 NOTIFICATION OF DELAYS

The Contractor shall notify the Manager as soon as the Contractor has, or should have knowledge that an event has occurred which will delay deliveries. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

2.11.9 REQUEST FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Manager to make a decision on any request for extension. The Manager shall examine the request, and any documents supplied by the Contractor, and shall determine if the Contractor is entitled to an extension, and the duration of such extension. The Manager shall notify the Contractor of its decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any clause under this provision.

2.11.10 LIQUIDATED DAMAGES

In the event of delay in the completion of delivery of the coach(es) beyond the delivery dates specified in the contract or as they may be extended by the Manager, the MX may assess as liquidated damages \$100 per coach per calendar day. These damages will be deducted from any monies due, or which may thereafter become due, to the Contractor under this contract.

2.11.11 FINAL ACCEPTANCE

The Manager shall notify the Contractor in writing upon final acceptance by the MX.

2.11.12 NON-ACCEPTANCE

In the event that the delivered coaches are deemed non-acceptance by the MX, the Manager will provide written documentation to the Contractor. The Contractor shall be responsible to correct any deficiencies.

2.11.13 CURRENT STOCK, RAPID DELIVERY

In the event a proposer has one or more buses available for rapid delivery, providing the vehicle meets the specifications and all other aspects of the purchase requirements, a delivery schedule of less than the usual length of time may be agreed upon by the proposer and the MX.

2.12 MAINTENANCE OF RECORDS

The Contractor shall at all times maintain reasonable records relating to the performance of this contract. Such records shall be in conformity with the generally accepted accounting principals and subject to Title 41 of the Code of Federal regulations. Records shall be available to the MX representatives upon request.

2.13 PRIVACY

Contractor agrees to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974 for any system of records administered on behalf of the Federal Government.

2.14 AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit authorized representatives of the MX, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract. The contractor and its suppliers shall maintain these records for a period of three (3) years after completion of the contract.

2.15 PROHIBITED INTEREST - CONTRACTOR

The Contractor guarantees that it presently has no interests and shall not acquire any interests, directly or indirectly, which would conflict in any manner or degree with the performance of services under this contract. The Contractor further guarantees that in the performance of this contract, it shall not employ any person with such interests.

2.16 PROHIBITED INTEREST - THE MX

No employee, officer, or agent of the grantee shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the employee, officer, or agent; any member of his immediate family; his or her partner; or and organization of which employs, or is about to employ, has a financial or other interest in the firm selected for award. The grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of subagreements.

2.17 INTEREST OF MEMBERS OR OF DELEGATES TO CONGRESS.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising thereof. This shall not be construed to prevent any such person owning stock in a publicly-held corporation.

2.18 GOVERNING LAW

The contract shall be interpreted under and governed by the laws of the State of Colorado.

2.19 GRANT CONTRACT

The equipment described in this specification is to be purchased with the assistance of a grant from the Federal Transportation Administration and shall fall under the Federal Transit Act of 1964. The Contractor shall be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Department of Transportation and the MX.

2.20 NOTICE OF FEDERAL REQUIREMENTS

Federal laws, regulations, policies, and related administrative practices applicable to this contract may be modified from time to time. The Contractor agrees that Federal requirements may change and the changed requirements will apply to this contract.

2.21 BUY AMERICA

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982, regulations published as 49 CFR Part 660, the Contractor shall insure that all steel and manufactured products used in this project are produced in the United States, or in the case of rolling stock, that the cost of components which are produced in the United States is more than 60 percentum of the total component cost, and that final assembly has taken place in the United States, unless a waiver of these provisions is granted.

2.22 BUS TESTING

The Contractor agrees to comply to the extent applicable with FTA regulations, "Bus Testing", 490 CFR Part 665, and any revision thereto.

2.23 PROHIBITION AGAINST THE USE OF FEDERAL FUNDS FOR LOBBYING

The Contractor agrees to comply with US DOT regulations, "New Restrictions on Lobbying", 49 CFR Part 20, which prohibit the use of Federal Funds for lobbying any official or employee of any Federal agency, or member employee of Congress; without proper disclosure of any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance.

2.24 DEBARMENT AND SUSPENSION

The Contractor agrees to comply with US DOT regulations, "Government-wide Debarment and Suspension", 49 CFR Part 29, which prohibit contracting with individuals and firms on the Comptroller General's list of ineligible contractors. The Contractor shall certify it is, be an individual or firm, not on the Comptroller General's list of ineligible contractors, and will not make any sub-tier contracts with ineligible contractors.

2.25 ACCESSIBILITY OF VEHICLE

The Contractor agrees that any vehicle delivered to the MX under this procurement shall comply with the requirements of 49 CFR Part 39, "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles".

2.26 INDEMNIFICATION

2.26.1 ACTS AND OMISSIONS

The Contractor shall defend and indemnify the MX, its agents, officers, and employees against any and all suits brought against the MX by any employee or interested person for damage to property and/or injury to persons alleged or claimed to have been caused by the acts or omissions of the Contractor, including acts or omissions of its employees, servants and agents, arising out of the work performed by the Contractor, excluding liability for damage or injury resulting from sole negligence the MX, its agents, officers, or employees.

2.26.2 PERSONAL INJURY/PROPERTY LOSS

The Contractor shall pay, liquidate and discharge any and all claims (including punitive awards) or demands for bodily injury (including death), and/or loss of or damage to any and all property (including loss of use) caused by, growing out of, or incidental to the performance of the work performed by the Contractor, including damage to the building and other property of the MX, and all costs and expenses of suits and reasonable attorney's fees.

2.27 PATENT INFRINGEMENT

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

2.28 RIGHTS IN DATA AND COPYRIGHTS

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any other country. The MX and US DOT shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the contract.

2.29 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disability. 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.30 CARGO PREFERENCE

In the event that ocean shipment is required for any material or commodities pursuant to this contract, the Contractor agrees to utilize United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately from dry bulk carriers, dry cargoliners, and tankers) involved, to the extent such vessels are available at fair and reasonable rates for the United States-flag commercial vessels.

The Contractor further agrees to furnish within thirty (30) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy to the MX of a rated "ON BOARD" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph one (1) above. Contractor further agrees to insert a similar provision in all subcontracts issued pursuant to this contract.

2.31 LABOR PROVISION - NON-CONSTRUCTION CONTRACTS

2.31.1 OVERTIME REQUIREMENTS

No Contractor subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work, to work in excess of eight hour in any calendar day, or in excess of forty hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hour worked in excess of eight hours in any calendar day, or in excess of forty hours in such work week, whichever is greater.

2.31.2 VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, 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 the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10.00 for each calendar day on which such individual was required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

2.31.3 WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

DOT or the MX shall, upon its own action, or upon written request of an authorized representation of the Department of labor, withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract, subject to the Contract Work House and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

2.31.4 PAYROLL RECORDS

The Contractor and any subcontractor shall maintain payrolls and basic payroll records during the course of the work, and shall preserve them for a period of three 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. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the MX, DOT, the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2.31.5 SUBCONTRACTS

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in section 2.24.4 through 2.25, 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 within these clauses.

2.32 DISADVANTAGED BUSINESS ENTERPRISES

The Contractor agrees to ensure that DBE's, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

2.33 NON-DISCRIMINATION

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations which are herein incorporated by reference and made a part of the contract).
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
4. Information and Reports. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, which is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the MX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - (A) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (B) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the MX or the FTA may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the MX to enter into such litigation to protect the interests of the MX, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

2.34 SERVICE AND PARTS

2.34.1 INTERCHANGEABLENESS

All units and components procured under the contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among coaches in this procurement. The interchangeability shall extend to the individual components, as well as to their locations in the coaches.

2.34.2 SPARE PARTS

The Contractor shall guarantee the availability of replacement parts for these coaches for at least a 15-year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this contract.

2.35 INCORPORATION OF FTA TERMS

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

2.36 NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

2.37 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

The Vendor 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 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing the underlying Price Agreement, the Vendor 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 Vendor the FTA assisted project for which this Price Agreement work is being performed. In addition to other penalties that may be applicable, the Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

The Vendor 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 Price Agreement connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 (n) (1) on the Vendor, to the extent the Federal Government deems appropriate.

2.38 CLEAN AIR

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

2.39 CLEAN WATER

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

2.40 FLY AMERICA

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

2.41 PAYMENT

2.41.1 PAYMENT SCHEDULE AND INVOICING

The MX shall make payments in full within thirty (30) days after acceptance of the coaches.

Contractors invoices for coaches and/or spare parts and/or equipment shall be submitted to the MX at the following address prior to or on the date of delivery:

Mountain Express
Chris Larsen, Transit Manager
P. O. Box 3482
Crested Butte, CO 81224

Invoices shall contain the following information:

- Model and Serial Number of Coaches Invoiced
- Number and Description of Spare Parts/Equipment Involved
- Unit and Total Prices by Line Item

3. TECHNICAL BID SPECIFICATIONS

3.1 GENERAL

3.1.1 SCOPE AND PURPOSE

These technical specifications are intended to provide a general description to purchase mid-size, heavy-duty, lift equipped, transit/paratransit buses for use by the Mountain Express.

The buses will be used in the agency's scheduled service and to transport the elderly, handicapped and wheelchair mobile patrons around the agency's service area.

3.1.2 DESCRIPTION

Bus shall be a new, current year production of medium to heavy-duty transit vehicle design and construction. The bus is to be a front engine design with an automatic transmission.

Bus shall be an ambulatory mid-door type, plus rear door with wheelchair access lift. The design of such shall reflect the highest standards of concern for the welfare and safety of the elderly and handicapped. A cutaway type chassis will not be acceptable. The same manufacturer shall build bus body and chassis.

3.1.3 OVERALL REQUIREMENTS AND DIMENSIONS

GVWR	25,000# min
Length, overall excl bumpers	27'6" Max
Width, overall body excl mirrors	96" Max
Height, overall @ GVWR (incl. hatch)	120.5" Max
Wheelbase	136" Max

Height, floor @ GVWR	40" Max	
Height, First Step @ GVWR	13.5" Max	
Height, Step Risers	8.75" Max	
Height, interior	76.7" min (without plywood)	
Width, door, mid	28" min	
Height, door, mid	80" min	
Width, door, wheelchair	43" min	
Height, door, wheelchair		69.5" min

3.1.4 CLEARANCES

3.1.4.1 GROUND CLEARANCES

Buses shall have a minimum 12" ground clearance front and rear at any position under the bus excluding axle zones. The minimum ground clearance in any axle zone shall be 7.0". No part of the bus, other than the wheels, tires, or mud flaps, shall touch a flat road surface in a stopped condition with a single tire or a dual set fully deflated.

3.1.4.2 CLEARANCE ANGLES

Buses shall have a minimum angle of approach of 10.2°, a minimum angle of departure of 8.5°, and a minimum breakover angle of 20.52° in order that they may safely negotiate vertical curves in the Crested Butte area.

3.1.4.3 TURNING RADIUS

Buses shall have an outer body radius not exceeding 28.8 feet maximum. Buses shall have a curb to curb radius not to exceed 24.8 feet maximum. Bidder to supply curb to curb and wall to wall turning radius with proposal.

3.1.5 WEIGHT

It shall be a design goal to construct each bus as light in weight as possible without degradation of safety, appearance, comfort or performance.

3.1.6 TOP SPEED

The top speed capability of the bus shall be approximately 57 mph at 2500 rpm's on a straight level road at GVWR with all accessories operating. Rear axle ratio shall be 6.17.

3.1.7 SERVICE LIFE

Buses shall be designed and Altoona tested for a service life of ten years (10), 350,000 miles.

3.1.8 MAINTAINABILITY

Prime consideration shall be given to the routing problems of maintaining the buses. All bus components and systems both mechanical and electrical which will require periodic physical work or inspection processes shall be installed so that a minimum of time is consumed in gaining access to the critical areas. It shall not be necessary to disassemble portions of the bus structure and equipment such as seats and flooring under seats in order to gain access to these areas. Radiator shall be side mounted for clear access to engine from rear of vehicle.

Each bus shall be designed to facilitate the disassembly, re-assembly, servicing or maintenance thereof by use of tools and items, which are normally available as commercial standard items. Requirements of any special tools must have the concurrence of the transit agency.

The body and structure of all buses shall be designed for ease of maintenance and repair. Individual panels or other equipment, which may be damaged in normal service, shall be repairable or replaceable. Ease of repair shall be related to the vulnerability of the item to damage in service.

3.1.9 EXTERIOR NOISE

The exterior noise produced by any one bus shall not exceed 83 dba.

3.1.10 INTERIOR NOISE

The interior noise produced by any one bus shall not exceed 83. Maximum dba level at driver's ear at 30 mph on flat and level roadway shall not exceed 83 dba.

3.1.11 ENGINE EMISSION

Buses shall conform to the 2012 air pollution control standards of the Environmental Protection Agency of the Federal Government.

3.1.12 OPERATING ENVIRONMENT

The bus shall achieve normal operation in temperature ranges of -40 degrees F to + 115 degrees F at relative humidities between ten (10) and one hundred (100) percent.

3.1.13 BODY DESIGN

The bus shall have a clean, smooth, sleek, compact design, correctly proportioned and properly balanced. The exterior and body features, including grills and louvers, shall be shaped to allow complete and easy cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on any body feature to freeze or bleed out onto the bus after leaving the washer. Body and windows shall be sealed to prevent leaking of air, dust, or water under normal operating conditions and during cleaning in automatic bus washers for the service life of the bus. Accumulation of spray and splash on any window of the bus, generated by the bus' wheels on a wet road, shall be minimized. One side body rail shall run along the bottom edge of the side of the bus. The rest of the side panels shall be left smooth to facilitate future artistic painting.

3.1.14 BODY MATERIALS

Body material shall be fabricated out of aluminum or galvanized steel, with ABS plastics or reinforced fiberglass for trim, to extend durability, and provide consistency of appearance throughout the life of the bus. Detailing shall be kept simple; add-on devices and trim shall be minimized, and, where necessary, integrated into basic design.

3.1.15 FINISH AND COLOR

3.1.15.1 PAINT PERFORMANCE REQUIREMENTS

Compatibility - All materials must be compatible with all approved metals pretreatments, and primes in use during the manufacturing process.

Stability - Material must remain stable, not change color or shade, seed, gel or settle excessively during shipment and/or one year of storage.

Adhesion - Cross hatch adhesion test per ASTM D3359 shall have no rating less than 4.

Hardness - Pencil hardness test per ASTM D3363 shall have a final postcured pencil hardness of H-3H.

Impact Resistance - Direct impact resistance per ASTM D2794 shall have a direct impact resistance of ≥ 30 lbs.

Flexibility - Mandrel band resistance per ASTM 1737 shall pass a $\frac{1}{8}$ " mandrel bend with no failure.

Corrosion - Salt spray resistance per ASTM B117 shall pass 500 hrs salt spray with no average creepage from scribe greater than $\frac{1}{16}$ ". All test panels shall have edges and holes taped or waxed prior to testing. Panels shall be washed prior to final evaluation.

Humidity - Humidity resistance shall show no loss of color or gloss after 250 hrs. exposure at 100 degrees F and 100% relative humidity. All test panels shall have edges and holes taped or waxed prior to testing. No other film irregularities should be noticed.

Chip Resistance - Gravelometer resistance per GM TP-30 shall be \geq a 4 rating after being placed into test chamber at \leq 0 degrees F.

Solvent Resistance - MEK rub resistance shall be \geq 30 double MEK rubs.

Ponding - Water soak resistance shall show no loss of gloss or color, seed, blister or show other film irregularities after 250 hrs. of immersion in distilled water. All test panels shall have edges and holes taped or waxed prior to testing.

Dry Hiding - OEM exterior topcoats shall completely hide on M-1 Leneta hiding chart at no \geq 1.8 mils dry film.

Initial Gloss - Initial gloss shall be \geq 85 degrees on a 60 degree meter.

Gloss Retention - Gloss retention after 3 years shall be 60% and 30% after 5 years.

3.1.16 NUMBERING AND SIGNING

Monograms, numbers and other special signing specified by the agency shall be applied to the inside and outside of the bus as required. The bus numbers may be pressure sensitive appliques. Signs shall be durable and fade, chip and peel-resistant.

3.1.17 PEDESTRIAN SAFETY

Exterior protrusions greater than 1.25" and within 78" of the ground shall have a radius no less than the amount of the protrusion. The left side rearview mirror and required lights and reflectors are exempt from the protrusion requirements.

Grills, doors, bumpers and other features on the side and rear of the coach shall be designed to minimize the ability of unauthorized riders to secure foothold and handholds.

3.1.18 STRENGTH AND FATIGUE LIFE

Under normal condition of transit service throughout the service life of the bus, the basic structure shall withstand fatigue stress due to normal street travel throughout the bus' service life without permanent deformation or damage. The basic design shall incorporate all severe service, heavy-duty bus features.

All failures involving basic body, structure, axles and suspension are considered structurally related failures for purposes of this specification.

The bus sidewall design shall provide passenger protection from automobile side impact. The roof and sides shall be engineered to support the entire weight of a fully loaded vehicle on its top and side, if overturned.

3.1.19 DISTORTION

The bus, at GVWR and under static conditions, shall not exhibit deformation or deflection that impairs operation of doors, windows or other mechanical elements. Static conditions include the vehicle at rest with any one wheel or dual set of wheels on a six (6) inch deep hole or with any one tire or any dual set completely deflated.

3.2 CHASSIS SPECIFICATIONS

3.2.1 GENERAL

Buses are to utilize a transit design bus chassis. This chassis is to be a front engine, forward control design and shall include the following minimum components and systems.

3.2.2 CHASSIS FRAME ASSEMBLY

The chassis frame assembly shall be fabricated using high yield formed steel channel, with stamped dog bone steel crossmembers at all load-bearing locations.

- 3.2.2.1 Frame rails shall be a minimum of 9.625" x 3" x .250" thick or 10" x 3.25" x .250" thick, 50,000 PSI yield strength formed steel channel, with a minimum resisting bending (RBI) moment of over 505,000 inch pounds.
- 3.2.2.2 Crossmembers shall be a minimum of .187" thick, 50,000 PSI yield strength formed steel channels of various sizes as required to support the loads imposed. Quantity may vary depending on design but shall not be less than 8.
- 3.2.2.3 Capacity of frame and suspension shall be not less than 25,000 GVWR.
- 3.2.2.4 In order to improve winter traction, the GVW shall be distributed such that at least 60% (+/- 5%) of the weight shall be on the rear axle.

3.2.3 FRONT AXLE ASSEMBLY

Spicer corporation Model I-100-S, Model J-190-S or approved equal, wide track, drop center, I-beam type providing at least a minimum design load rating of 10,700 lbs capacity. The same manufacturer must supply both front & rear axles.

- 3.2.3.1 King pin bushings shall be replaceable at all lateral joints.
- 3.2.3.2 Top and bottom king pin bushings and tie rod end joints shall be equipped with zerk type grease fittings. Front hub and spindle bearings are to be prepacked grease type.

3.2.4 REAR DRIVE AXLE

Spicer corporation Model I-150-S, Model J-190-S or approved equal, full floating type with ratio of 5.38:1 ratio drive axle providing 57 mph road speed and a minimum design load rating of 15,000 lbs. capacity.

- 3.2.4.1 Carrier housing shall be separable carrier housing construction with riveted ring gear and shall be equipped with magnetic internal hex head lubricant drain plug.
- 3.2.4.2 Carrier and hubs are to be internally oil lubricated with multi-grade, multi-purpose gear oil.

3.2.5 FRONT SUSPENSION

4" x 56" parabolic, single stage springs with two stress peened leafs and up turned eyes suspension providing the driver and passengers with the highest level of ride quality and safety shall be provided. The front suspension shall include 1.75" diameter piston type Monroe shock absorbers with bonded bushings one on each side of axle. 14,000 lbs. minimum capacity.

3.2.6 REAR SUSPENSION

Rear suspension consists of 3" x 52" semi-elliptic springs with progressive, variable rate, 14 leaf slipper springs. Rated capacity of 6,500 lbs. each at ground. Two heavy duty, direct acting, double-action 1.75" diameter piston type Monroe shock absorbers with bonded bushings are installed, one each side of front axle. 13,000 lbs. minimum capacity.

3.2.7 STEERING

Full integral hydraulic powered type shall be provided, designed for the rigors of transit with a minimum design capacity of 12,000 lb. rating.

- 3.2.7.1 The gear shall be Ross TAS-65, or approved equal, with a 20.4.1. ratio.
- 3.2.7.2 Sunstrand, or approved equal, hydraulic pump shall be gear driven with remote mounted reservoir having a minimum of one (1) gallon capacity and filters all returning oil.
- 3.2.7.3 Driver's steering column shall be provided with a lever controlled tilt/telescoping adjustment and an 18" minimum diameter steering wheel.

3.2.8 BRAKE SYSTEM

Shall be dual full air, Meritor S-CAM system meeting FMVSS 105. Automatic slack adjusters are required. Air brake system shall include a gear driven Holset, 13.2 DFM air compressor, a Bendix AD-9 air dryer with automatic heated purge valves. Air storage of 5,650 cubic inches shall be split between

four tanks. Remote ball-cock drain valves (not pull cable type) shall be accessible from the exterior of the bus through door located under the driver's window.

- 3.2.8.1 Front 16½" x 6" with extended service linings.
Rear 16½" x 8.62" with extended service linings.
- 3.2.8.2 Parking/emergency brake shall be a spring chamber. Brake shall be driver actuated by a dash valve, which releases the brake.

3.2.9 WHEELS AND TIRES

Wheels and tires shall be interchangeable front and rear tires of tubeless type.

- 3.2.9.1 Steel disc wheels shall be 22.5"x8.25"" minimum single front and dual rear with 10-bolt pattern lug.
- 3.2.9.2 Tires shall be SIPED BF Goodrich transit radials, single front model ST 230 and dual rear model DR 434. Tire size to be 11Rx22.5, load range H, or equal capacity.

3.2.10 FUEL SYSTEM (DIESEL)

- 3.2.10.1 Fuel tank shall be minimum of 45 gallons (diesel) capacity steel constructed, internally baffled.
- 3.2.10.2 Located between frame rails and surrounded by a reinforcing steel barrier for protection. Right hand fuel fill and spring loaded door.
- 3.2.10.3 Fuel filter/water separator shall be a Racor Model 490R HEATED, rated at 90 GPH, 30 Micron, with see-through bowl and self-venting drain. Filter head includes integral check valve on inlet side.

3.2.11 ELECTRICAL SYSTEM

A charging system of 12-volt DC with negative ground shall be provided.

- 3.2.11.1 A belt driven 160 amp, hot rating, Leece Neville, or approved equal, alternator shall be provided and shall be a high output, low cut-in type producing a minimum of 120 amps at engine high idle.
- 3.2.11.2 Three 31 Series stud mount batteries with a minimum of 2200 cold cranking amps shall be provided and located for service accessibility through a hinged access door and shall be mounted in a roll-out tray with positive locking device when stowed.
- 3.2.11.3 Cables shall be color-coded for positive and negative, minimum of #2/0 battery cables. Cables shall be sleeved with high abrasive resistant Packard Electric Flex-Guard loom, or approved equal, and supported with lined steel clamps on a maximum of 15" centers.
- 3.2.11.4 Master battery disconnect switch shall be located in the battery compartment and shall be accessible through the battery service door.

3.2.12 ENGINE DIESEL

Shall be front mounted Cummins ISB 190 or approved equal, 6.7 liter, 6 cylinder, turbo charged and inter-cooled. Engine output shall be properly matched with other drive-train components to provide the optimal configuration for transit service.

- 3.2.12.1 Gross horsepower shall be a maximum of 195 at 2400 rpms and maximum torque not less than of 520 lb. ft. @ 1400 rpms.
- 3.2.12.2 Shall meet all 2012 emissions standards.
- 3.2.12.3 Engine cooling system shall consist of a high capacity, 776 sq. in surface minimum, radiator, baffled top and bottom, 3 row core, 15 fins per inch with a total of 186 tubes. Core tubes are 70% copper, 30% brass and solder coated to .001" minimum for corrosion protection. Cooling fan to be belt driven with thermostatic control for fuel economy. Cold weather package including radiator shutters, a partial radiator cover, 1500 W engine block heater and engine air drawn from engine compartment must be included.
- 3.2.12.4 Exhaust system shall be high capacity 16-gauge aluminized steel muffler with catalytic converter properly routed and installed with heat shields, baffles and anti vibration mounts as required. Tailpipe shall be 4" at the rear most roadside corner of the bus body.
- 3.2.12.5 120 Volt block heater shall be installed.

3.2.13 TRANSMISSION

Shall be Allison, six (6) speed automatic transmission with the capacity to perform under transit start and stop duty cycle.

3.2.13.1 Transmission oil is cooled by a water-to-oil heat exchanger external from the radiator.

3.2.13.2 An electronic governor and driver's shift control module with cable shall control transmission.

3.2.14 DRIVELINE ASSEMBLY

Shall be Spicer 1480 Series universal cross bearings. Driveline guard shall be located behind cross bearings.

3.2.15 ENGINE HIGH IDLE SYSTEM

A manual electronically controlled high idle system shall be provided. System to be activated when transmission is in neutral, air conditioning is operating and driver switch is on. Engine idle shall increase to approximately 1100 RPM.

3.2.16 ENGINE GUARD (AUTOMATIC SHUTDOWN)

Shall be Cummins programmable system, or approved equal, electronically control engine shut-down system. System shall sense engine low oil pressure and high coolant temperature.

System must allow 20 second override to move bus from dangerous locations.

3.2.17 BACK UP ALARM

Shall be waterproof 12 volt DC, 107 dba alarm. Alarm is to be controlled by the transmission reverse switch.

3.3 BODY SPECIFICATIONS

3.3.1 BODY FRAME STRUCTURE

Bus body shell is to be materials integrated and structurally fabricated using minimum 14 gauge body bows and minimum 16 gauge headers, sills and roof channels. The body frame structure as integrated shall be designed to meet the rollover requirements of FMVSS 220

3.3.1.1 Underframe shall be 14 gauge steel floor consisting of (1) or more galvanized steel components to makeup length and to have reinforcing box or channel members welded to floor, and running from side to side full width on 10" centers or less to offer maximum resistance to buckling from a side impact.

3.3.1.2 Side and end frames shall be so designed and constructed as to carry the loads and stresses imposed at GVW and absorb excessive road shocks. Side doors and window openings shall be reinforced to transfer stresses imposed around these openings.

3.3.2 EXTERIOR BODY

Various, durable materials may be used in providing the required sleek, streamlined appearance. These panels shall be installed using methods, which provide a smooth surface with a minimum exposed fasteners.

3.3.2.1 Side walls of 16 gauge smooth galvanized, paintable steel shall be provided with as few joints as possible. Panels are to be cleaned and applied to the side framing with rivets and adhesives.

3.3.2.2 Roof panels shall be aluminum or 20 gauge smooth galvanized steel.

3.3.2.3 Front and rear caps shall be contoured and aesthetically molded metal or reinforced fiberglass, nominal 3/16" thick. Caps are to be installed with structure adhesives and rivets. Metal caps are not acceptable for this application.

3.3.2.4 All panels are to be caulked with paintable sealants prior to painting. Underfloor skirt floor panels are to be undercoated and then sprayed with a petroleum undercoat material.

3.3.3 FLOOR

Subfloor shall be exterior 5/8", 5-ply, AC grade fir plywood over 14 gauge steel floor. Subfloor is to be pattern cut, edge sealed and installed with sealant caulking and fastened with countersunk screws. Full width 16 gauge galvanized "U" channels are spaced between the floor joints on approximately 9" maximum centers. Driver's platform is raised.

3.3.4 FLOOR COVERING

Shall be blue or gray transit rubber flooring, 3/16" ribbed in the aisle and 1/8" smooth under seats. Driver's area shall be covered with 1/8" smooth gray rubber and trimmed with anodized aluminum or stainless steel trim molding. The vestibule shall be covered with a 3/16" thick gray ribbed rubber flooring with 3" wide, white standee line.

3.3.5 INSULATION

The complete sides, roof and rear crown shall be insulated with a minimum of 2" thick, R-9.00 fiberglass mat insulation. Mat shall be applied to the intersurface of the exterior panels. Insulation shall provide maximum thermo-barrier and sound absorption as available. Acoustical headlining shall further insulate from road and engine noise over the driver's area. Driver's area to be additionally insulated.

Under floor to be fully undercoated, applied to entire area before body is mounted to chassis. Undercoating shall provide sound deadening and rust protection.

3.3.6 STEPS AND STEPWELL

Shall be formed and weld fabricated using electro-galvanized 16 gauge steel or approved equal with not more than three-steps plus the floor.

3.3.6.1 Step depth shall be 9.0" minimum with 7.6" maximum height risers.

3.3.6.2 Step assembly underside is to be cleaned, sealed and undercoated.

3.3.6.3 Steps shall be covered with 1/8" thick molded ribbed rubber step treads with, integral contrasting color nosing properly sealed and fastened. Step tread must meet ADA for color contrast. Sides to be lined with 1/8" smooth gray rubber.

3.3.7 WHEELHOUSING

Shall be minimum of 16 gauge galvanized steel or approved equal securely sealed and welded to floor. Exterior surface to be thoroughly undercoated and interior to be covered with rubber floor covering.

3.3.8 FENDER TRIM AND MUD FLAPS

Shall be steel with rubber fenders. Mud flaps are to be installed behind both front and rear tires.

3.3.9 RUB RAILS

Rub rails at window line to be aluminum extrusions with painted aluminum covers easily replaceable, approximately 3" OAH.

3.3.10 BUMPERS

Smooth front and rear bumpers are one-piece, 3/16" thick steel plate. Bumpers are die formed, 12" high with 90° flanges, top and bottom. Rear bumper has 14" wraparound at corners with double A-frame bracing. Front bumper includes step holes for cleaning the windshield.

3.3.11 TOWING HOOK

Two (2) front and rear towing hook or eyes shall be provided, accessible under the bumpers. Eyes must be of strength in material and design to tow 1½ times the empty GVW of the vehicle.

3.3.12 INTERIOR BODY PANELS

The interior body panels shall be of 22 gauge textured galvanized steel, providing a light gray color coordinated interior.

3.3.12.1 Sidewalls of 20 gauge minimum paintable texturized steel panels and 22 gauge headlining panels. Panels on sidewalls and headlining shall be installed sectionally.

3.3.12.2 Front ceiling panel shall provide accessibility for wiring connections and destination sign through the front panel.

3.3.13 WINDOWS

All windows must meet State and Federal safety regulations. Windshield shall be AS-1, driver's side window shall be AS-2, and passenger windows must be AS-3 in quality.

3.3.13.1 Windshield shall be ¼" thick, 70% or greater light transmission, laminated safety float glass.

Windshields shall be glazed with two piece black ozone treated extruded lock and key rubber.

3.3.13.2 Driver's roadside window shall be extruded aluminum full slider design, 70% or greater light transmission density safety glass.

3.3.13.3 Passenger side windows shall be 12" split sash tempered tinted safety glass. Clear opening shall be 12" when lowered. A minimum of 2 push out windows per side is required.

3.3.13.4 Upper and lower door windows shall be provided with tempered safety glass, upper window to feature storm glass.

3.3.14 PASSENGER DOORS

Mid door shall be of a two (2) panel design. Door shall be pneumatically controlled, outward opening passenger door providing a minimum clear opening of 30" x 80".

3.3.14.1 Door panel shall be timed for proper door sealing.

3.3.14.2 Perimeter door edges shall be sealed within inter/outer neoprene seals. Seals shall overlap front to rear providing an air and water shade.

3.3.15 WINDSHIELD WIPERS AND WASHERS

Two-speed heavy-duty electric wipers shall be provided, (1) one each side with single control.

3.3.15.1 Wiper arms shall be pantograph type. Blades are to be self-parking.

3.3.15.2 Washer shall be electric pump with a minimum one-gallon washer reservoir supplying nozzles located on the wiper wet arms.

3.3.15.3 Intermittent wiper system shall be variable speed control allowing timed intermittent windshield cleaning in light rain and/or foggy conditions.

3.3.16 ELECTRICAL SYSTEM

The electrical system shall be so designed to provide and safely distribute 12-volt DC power to all electrical components in the bus.

3.3.16.1 All general purpose wiring shall be cross-linked polyethylene insulated color and number coded for positive identification, and shall meet the requirements of SAE recommended practice J1128, Type SXL. Precautions shall be taken to avoid damage from heat, water, solvents or chafing by proper routing, clamping and the use of grommets or suitable elastomeric cushion materials. Harnesses shall be so designed to resist abrasion, by the use of convoluted plastic looms. Harnesses shall be sectional and shall terminate at insulated multi-pin quick disconnect plugs or junction blocks.

3.3.16.2 A heavy-duty junction panel shall be provided located on driver's side, accessible through an exterior access panel cover. Junction board shall be equipped with heavy duty Bosch 12-volt DC 20/30 amp relays and Fasco 12-volt DC circuit breakers. Panel shall be equipped with a component legend.

3.3.16.3 All exterior lighting shall conform to all applicable State regulations and FMVSS 108.

- 3.3.16.3.1 Headlamps shall be sealed beam of counter-sunk automotive type and shall be controlled by a floor mounted weatherproof dimmer switch.
- 3.3.16.3.2 Stop tail lights shall be red combination lens and mounted on the engine compartment door. Stop & tail lights shall be illuminated by LEDs.
- 3.3.16.3.3 Back-up lights shall be horizontally mounted, one (1) per side, and with clear lens and shall be illuminated by LEDs.
- 3.3.16.3.4 Front directional lights shall be mounted horizontally, one (1) on each side, with amber lens front and red lens rear and shall be illuminated by LEDs.
- 3.3.16.3.5 Side direction lights shall be approximately 2"x4" mounted horizontally above the front tire on each side, with amber lens protected by chrome plated light guards and shall be illuminated by LEDs.
- 3.3.16.3.6 Side marker and ICC marker lights shall be roof mounted, five (5) each amber front, and seven (7) each red rear and shall be illuminated by LEDs.
- 3.3.16.3.7 Stepwell lights shall be mounted so that entire stepwell and portion of the ground area outside the bus is sufficiently illuminated. The step lights shall be extinguished when the front and/or rear door has closed.
- 3.3.16.3.8 Curb and lift area shall be illuminated by an exterior mounted floor light controlled by the lift door.

3.3.16.4 Interior dome lights shall be ceiling located incandescent light fixtures mounted a minimum of five (5) on each side. The first light fixture on each side behind the driver shall be extinguished when the front door is closed. A single driver's and engine compartment light fixture shall be provided with separate driver controls. Spotlight shall be provided to illuminate the lift area.

3.3.16.5 The driver's area shall consist of an ergonomically designed dash console complete with the following minimum controls and instrumentation.

- 3.3.16.5.1 The control panel shall provide labeled and illuminated system control switches when equipped, such as, but not limited to, headlights, dome lights, air conditioning, high idle, door control, etc.
- 3.3.16.5.2 Instrument panel shall be equipped with, but not limited to, speedometer, tachometer, odometer, air pressure gauge, fuel gauge, oil pressure, coolant temperature gauges, voltmeter, and transmission temp gauge.
- 3.3.16.5.3 Telltale lights shall indicate, but not limited to, low oil pressure, high coolant, temperature, low coolant, lift deployed, park brake, high beam, and low air brake pressure, etc.

3.3.17 DRIVER'S SEAT

Seat shall be Deluxe Recaro Ergo-Metro or approved equal, high back pedestal type, air suspension, with nine inch fore and aft travel and five-inch vertical adjustment. Seat belt is retractable to seat level and shall include a shoulder as well as a lap top belt; floor mounted anti-cinch, automatic locking retractor. Armrest shall be provided to the left of the driver on rear portion of switch panel and folding armrest on the aisle side. Color to be determined by manufacturers standard.

3.3.18 PASSENGER SEATS

Seats shall be Freedman Featherweight low back seats covered with vinyl upholstery. Seats shall be arranged in perimeter type style. Freedman Handi-flip seats shall accommodate two wheelchair positions. Configuration of seats will be determined after the award of bid. Configuration to include two wheelchair tie downs with flip seats over them. Total number of seated passengers (using the flip seats and not the wheelchair tie downs shall be approximately 23. Seat materials to be Freedman "Standard" customer choice of color. Seat materials must meet FMVSS302 for flammability and be certified to meet FMVSS207.

3.3.19 EXTERIOR MIRRORS

The rearview mirror system is designed to provide a view of the roadway to the rear, as well as a view of the ground along both sides. The system is comprised of a 7" x 10" flat and a 7" x 10" convex, 40" radius on each

side. The mirrors are located so as to be visible through the wiped area of the windshield. The left hand rearview mirrors are located so as to be visible through the driver's window. Both sets of mirrors shall be heated, with on/off control in easy reach of the driver.

3.3.20 INTERIOR MIRROR

For driver's viewing of the passenger compartment, a minimum of 6"x 16" fully adjustable rearview mirror shall be furnished and mounted in easy reach of the driver.

3.3.21 PASSENGER ASSISTS

All stanchions, overhead grab rails and modesty panels shall be so designed as to use 1¼" diameter satin finished 304 stainless steel tubing. Stanchions shall be fitted floor to ceiling per the attached floor plan. Overhead grab rails, as shown on the attached floor plan, shall be fitted horizontally from the roof structure supports a maximum of 69" from the floor. Modesty panel assemblies shall be fitted behind the door stepwell and as specified by floor plan.

3.3.22 MODESTY PANELS AND DRIVER'S BARRIER

Driver's barrier as specified shall be ¼" LEXAN, fitted to the 1¼" O.D. stainless steel tubing passenger assists, and cover from off floor to within 42" of ceiling.

3.3.23 DRIVER'S HVAC

Driver's area shall be heated and/or cooled by a forced air heater.

3.3.23.1 The front heater and defroster shall provide a minimum of 90,000 BTUs.

3.3.23.2 A separate driver's heater shall provide a minimum of 12,000 BTUs.

3.3.23.3 Both heat and cool shall be controlled by dash mounted controls. Driver shall have access to a heater water regulation valve to control water flow thru heaters.

3.3.23.4 The HVAC system shall have 2-speed fans with fresh air mode.

3.3.23.5 Windshield air flow shall be through dash air ducts which shall provide constant and even air diffusion separate control for fresh air intake.

3.3.23.6 Two (2) two-speed auxiliary dash mounted fans will support windshield defrosting.

3.3.24 PASSENGER COMPARTMENT HVAC

3.3.24.1 Heating shall be hot water, forced air system, minimum 50,000 BTU rear heater with 590 CFM undiffused air flow, and minimum 50,000 BTU midship heater. Auxiliary heater water pump shall be included. Heaters shall be located under passenger seats. Heater hose shall be insulated. Dual engine mounted heater water shut off valves allow total shut-off of hot water during summer.

3.3.25 WHEELCHAIR ACCESSIBILITY SYSTEM

Shall be so designed to meet Federal ADA regulations. This system shall provide for safe and comfortable accessibility for disabled passengers.

3.3.25.1 Wheelchair lift shall be Ricon S-series or approved equal, platform lift. Platform size shall be a minimum of 30"x 48".

3.3.25.2 Two (2) Q'Straint QRT wheelchair and passenger restraint systems shall be four (4) point or approved equal, flush mounted, floor support restraint system providing maximum passenger safety. Each wheelchair position shall have adjustable woven restraint belts with lap/shoulder torso restraints. Belts shall be stored in a convenient storage compartment. Storage compartment location to be determined by customer. Design shall include as many retractable belts as possible.

3.3.25.3 Wheelchair lift door shall be of one-piece design, constructed of galvanized steel or aluminum. Design must be aesthetically pleasing. 70.5" height is required to allow 2.5" for lift bridge plate and 68" clear opening for ADA. Door must have a locking slam latch with inside and outside handles. Door must incorporate a window that matches the size of passenger windows. Two-panel door is unacceptable.

3.3.25.4 ADA brake and throttle interlock must apply air brake and disable the throttle anytime the

wheelchair lift door is opened.

3.3.25.5 ADA passenger chime system with stop request sign.

3.3.26 SERVICEABILITY

The bus shall be so designed and built as to provide full service access. The rear engine compartment shall be accessible through service doors. This access shall provide service to the following:

3.3.26.1 Service check and addition of fluids shall include, but not be limited to, engine, transmission and power steering oils, and engine coolant.

3.3.26.2 Doors shall be latched by push button type on engine compartment doors and paddle latch on battery compartment.

3.3.27 EMERGENCY EQUIPMENT

The bus shall be equipped with a minimum 5 lb. ABC fire extinguisher, 16-unit first aid kit, and triangular reflectors. Emergency equipment shall be stowed properly and accessibly.

3.3.28 ROOF HATCHES

Three (3) Transpec Model 1100, or approved equal, five (5) position roof ventilator and emergency escape hatch shall be installed in the roof.

3.3.29 AM/FM/CASSETTE WITH P.A. SYSTEM AND 10 DISC CD CHANGER

AM/FM stereo cassette radio-tape player with public address amplifier and microphone shall be provided. Minimum of six speakers shall be provided throughout vehicle – one of which shall be located in the driver's compartment. Audio system controls shall be mounted in an easy to reach console above the driver's head on the front bulkhead. 10 Disc CD player shall be installed such that the DC player transmits to the FM radio and controls for the CD player shall be located with the AM/FM/Cassette radio-tape player.

TWO WAY RADIO

A Motorola CDM 750 radio with 40 watts of power shall be installed in the driver's compartment and shall be mounted in an easy to reach location for the driver. The frequency shall be set to the frequency used by Mountain Express and will be provided in time for installation.

3.3.30 FRONT DESTINATION SIGN

None required

3.3.31 SKI RACKS

Max-Rack universal ski racks shall be attached to the exterior of the bus on the curb side. Racks shall be installed to hold as many skis as possible.

3.4 MATERIALS GENERAL SPECIFICATIONS

- 3.4.1 All copper tubing shall be industry standard. The same fittings must be used in the same location throughout the order of buses. Long tubing nuts shall be applied where space conditions permit.
- 3.4.2 All piping, tubing, cables, and wiring shall be properly bracketed, air lines to be color coded.
- 3.4.3 All mounting of assemblies and sub-assemblies including the power plant and accessories shall be mechanically isolated to minimize the transmission of vibration of the body structure.
- 3.4.4 All pipe fittings shall be of heavy duty type and shall be designed to withstand the maximum pressure that could be generated under normal or overload conditions within the air or fluid system of which they are a component.
- 3.4.5 All burrs and sharp edges shall be dressed so as to prevent injury to passengers, operators and maintenance personnel.
- 3.4.6 All crevices shall be removable and not welded to the rods. Exceptions require the concurrence of the Agency.

- 3.4.7 Drain and filler plugs on rear axle, transmission drain and engine drain plugs shall be of the magnetic type, have hexagon heads and be of high strength material.
- 3.4.8 All air conditioning hosing to be one piece from compressor to condenser and condenser to evaporation and return.
- 3.4.9 All welding shall conform with American Welding Society standard quality procedures and where visible have a finished appearance.
- 3.4.10 All flexible hoses used for oil in the engine compartment excluding radiator hoses shall be synthetic rubber with high tensile steel wire braid reinforcement unless otherwise specified herein.
- 3.4.11 All plastics and synthetic material shall be fire retardant and self extinguishing.
- 3.4.12 All grease and oil fittings shall be readily accessible for lubrication.
- 3.4.13 All steel bolts, nuts, screws and washers shall be cadmium plated, except where otherwise requested. The thickness and method of cadmium coating shall conform to ASTM Specifications No. A165, latest revision for Type TS coating. All cap screws, nuts and bolts shall be of SAR grade 5 material, unless the application requires a higher grade material.
- 3.4.14 All sheet metal screws shall comply with ASTM and ASA recommendations relative to quality and installation.
- 3.4.15 Bosses on units of light construction, with threaded sections in which fittings or pipes are connected, shall have hexagon or square shoulders, which can be held with a wrench so as to eliminate damage to the unit.
- 3.4.16 All air, oil and water lines and openings into equipment units shall be sealed, plugged or adequately protected against entrance of contaminants until connected.
- 3.4.17 Mounting of major assemblies including engine, transmission, axles, power steering and suspension components shall be such that dismantling shall be easily carried out by conventional shop methods.
- 3.4.18 Tee fittings shall be installed in all air lines regulated by an air pressure regulator for the purpose of testing for proper pressure.
- 3.4.19 All components, assemblies, and sub assemblies shall be readily accessible for service, repair, removal and replacement.
- 3.4.20 Bus maintenance manuals, bus parts manuals, and bus operations manuals will be provided at delivery.

3.5 WARRANTY

Minimum warranty coverage shall be as follows:

Engine:	24 months/unlimited miles
Chassis, Body Paint	24 months/100,000 miles
Axle, Suspension, Driveshaft	24 months/50,000 miles
Transmission	24 months/100,000 miles
Other Components	12 months/50,000 miles

Attachment 1 – 25 Feet Transit Coach

Vehicle Information Questionnaire

- A. Bus Manufacturer _____
- B. Bus Model _____
- C. Dimensions
 - Length Over Bumper _____ Over Body _____
 - Width Over Bumper _____ W/ Mirrors _____
- D. Height Over Front _____ Over Rear _____
- E. Interior head room Center aisle _____ Side walls _____
- F. Minimum ground clearance, front _____ rear _____
- G. Turning envelope, outside body _____ wheel track _____
- H. Wheelbase _____
- I. Overhang front _____ rear _____
- J. Seats # of fixed passenger seats _____ # of flip seats _____
 - Passenger seat Manufacturer/model _____
 - Flip seat Manufacturer/model _____
 - Driver Seat Manufacturer/model _____
 - Driver hip to knee room (Max/Min) _____
- K. Engine Manufacturer _____ Model _____ Horsepower _____
- L. Transmission Manufacturer _____ Model _____
- M. Rear Axle Ratio _____
- N. Interior lighting # of fixtures _____ type _____
- O. Body Construction Body Material _____
 - Front Cap _____ Rear Cap _____
- P. Fuel tank capacity _____
- Q. Attach a floor plan of the vehicle

Attachment 2

Delivery

The contractor shall furnish the following delivery information which shall become part of any contract entered into pursuant hereto.

Each specified unit shall be delivered to the Mountain Express in First Class condition and Contractor shall assume all responsibility and liability incidental to paid delivery.

Contractor acknowledges daily late fee of \$100 per day per vehicle if delivery is made after agreed delivery date.

Number of days to commence delivery subsequent to receipt of award _____

Attachment 3

Receipt of Attachments

The undersigned acknowledges receipt of the following attachments to the Request for Proposal for Transit Vehicles:

- | | |
|------------------------------------|---------------------------|
| _____ No. 4, ADA | _____ No. 9, Debarment |
| _____ No. 5, Crashworthiness | _____ No. 10, Lobbying |
| _____ No. 6, DBE | _____ No. 11, Bus Testing |
| _____ No. 7, Buy America | _____ No. 12, Assurances |
| _____ No. 8, Ineligible Contractor | _____ No. 13, Pricing |

Attachments 1, 2, and 3 completed by:

Signature _____ Date _____

Print Name _____ Organization _____

**Attachment 4
ADA Compliance Certification**

The proposer hereby certifies that it will comply with the requirements of 49 CFR Part 38 - Americans with Disabilities Act (ACT) Accessibility Specifications for Transportation Vehicles.

Signature of Authorized Official

Title

Date

**Attachment 5
Certificate of Crashworthiness**

_____ hereby certifies that the buses offered meet
(Manufacturer's Name)
all U.S. Federal Motor Vehicle Safety Standards.

Signature of Authorized Official

Title

Date

Attachment 6
Transit Vehicle Manufacturers' Certification of Compliance with Subpart D, 49 CFR Part 23

_____, a transit vehicle manufacturer, hereby
(Manufacturer's Name)

certifies that it has complied with the requirements of Section 23.67 of 49 CFR Part 23 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year _____ and have been approved or not disapproved by FTA.

_____, hereby certifies that the manufacturer of
(Vendor's Name)

the transit vehicle to be supplied, _____, has complied with the above referenced requirement of Section 23.67 CFR Part 23.

Signature of Authorized Official

Title

Date

**Attachment 7
Buy America Certification**

Certification of Compliance

The proposer hereby certifies that it will comply with the requirement of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

Signature of Authorized Official

Title

Date

Certification of Non-Compliance

The proposer hereby certifies that cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982. But may qualify for an exemption to the requirement pursuant to Section 165(b)(3) of the Surface Transportation Assistance Act and Regulations in 49 CFR 661.7.

Signature of Authorized Official

Title

Date

**Attachment 8
Certification Regarding Ineligible Contractor Lists**

_____ hereby certifies that it is not included on the U.S.
(Manufacturer's Name)

Comptroller General's Consolidated List of persons or firms currently debarred for violations of various public contracts incorporating Labor Standards Provisions.

Signature of Authorized Official

Title

Date

**Attachment 9
Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters**

_____ certifies to the best of its knowledge and belief that it and
(Manufacturer's Name)
its principles:

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 judgement 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 statues or commission of 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;
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Signature of Authorized Official

Title

Date

Attachment 10
Contractor Certification of Disclosure of Federal Lobbying Activities

This is to certify that, to the best of my knowledge and belief, the following is accurate, complete, and current as of _____ (Date).

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 any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of 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 of any federal contract, grant, loan, or cooperative agreement."
2. "If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions."
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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 Section 1352, Title 31, U.S. Code. 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.

Signature of Authorized Official

Title

Date

Attachment 11
Certification for the Bus Testing Program, 49 CFR Part 665

In accordance with the requirements of 49 CFR Part 665, _____
(Manufacturer's Name)

certifies that, by the time of final acceptance of the vehicle, the following two conditions will have been met for any new bus model or any bus model with a major change in configuration or components acquired or leased with funds obligated by FTA after September 30, 1989.

1. A model of the bus has been tested at the bus testing facility, and
2. The applicant has received a copy of the Test Report prepared on the bus model.

Signature of Authorized Official

Title

Date

**Attachment 12
Title VI Assurance**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

4. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the RTA Title 49, Code of Federal Regulations, Part 21, as they may be amended time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
5. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
6. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement for materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor obligations under this contract the Regulations relative to nondiscrimination of the grounds of race, color, or national origin.
7. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTA or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the RTA, or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
8. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, the RTA shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the Contractor complies; and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the RTA or the Federal Transit Administration may direct as a means of enforced such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the RTA to enter into such litigation to protect the interests of the RTA, and, in addition, the Contractor may request the United States to enter into such litigations to protect the interests of the United States.

Signature of Authorized Official

Title

Date

Attachment 13

ILLEGAL ALIEN ADDENDUM REQUIRED IN ALL PUBLIC CONTRACTS FOR SERVICES BY HOUSE BILL 06-1343, ENACTED BY THE COLORADO GENERAL ASSEMBLY AND APPROVED BY THE GOVERNOR ON JUNE 6, 2006

- a. By its signature on this Agreement, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Contractor has participated or attempted to participate in the basic pilot employment verification program ("Basic Pilot Program") created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security.
- b. Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- c. Contractor has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. If Contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or work under this Agreement has been completed, whichever is earlier. This requirement shall not apply if the Basic Pilot Program is discontinued.
- d. Contractor shall not use Basic Pilot Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).
- g. If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.

Attachment 14

Pricing

Base Proposal Price:

Total, one unit FOB Crested Butte: \$ _____

Optional Equipment

 If available - Automatic Chains \$ _____

Other Optional Equipment (itemize)

Total optional items per unit \$ _____

Grand Total, one unit FOB Crested Butte \$ _____

Attachment 15
Description of Type of Entity and Signature Pages

If an individual: _____

doing business as: _____

by: _____

If a partnership: _____

doing business as: _____

by: _____, General Partner

If a corporation: _____

doing business as: _____

by: _____, President

Attest: _____, Secretary

CORPORATE SEAL

Business address of vendor:

Telephone Number

Fax Number

e-mail

Please attach a floor-plan of the proposed vehicles.