Treasure Valley Transit, Inc.

1136 W. Finch Drive

Nampa, ID 83651

Request For BIDS

ITEM: Purchase of three (3) Compressed Natural Gas Cutaway Buses

Solicitation No. 11-07-2014-001

Date Issued: November 7, 2014
Questions Due: December 1,2014 by 5:00 PM MST
Responses Due: January 19, 2015 @ 10:00 AM MST

Project Description: Contract for a period of time commencing on the date of award, and expiring January 18, 2016 for the Purchase of transit buses for Treasure Valley Transit per the attached specifications, terms and conditions and Price Schedule.

Offeror's (Company) name: _____

PART I: BACKGROUND AND INFORMATION FOR BIDDERS

PURPOSE
Treasure Valley Transit, Inc. is a private non-profit corporation, seeking request for bids from qualified vendors for three (3) 2014 or 2015 cut-away high volume production transit buses with after-market manufactured unitized body and CNG converted gasoline engine.

INFORMATION FOR BIDDERS

1. GENERAL: These instructions form part of the contract documents and shall have the same force as any other portion of the contract. All Offerors should review the proposed contract agreement and any supplemental documents attached to this request. All the terms and conditions of the agreement are binding on the successful Bidder. Failure to comply may subject the Bidder to immediate rejection and Treasure Valley Transit reserves the right to determine whether any Bid meets the specifications stated in this document.

2. BIDDER/OFFEROR RESPONSIBILITY: Treasure Valley Transit has made every attempt to provide all information needed to thoroughly understand the projects terms, conditions, and requirements. By submitting a Bid, the Bidder represents that it has investigated and agreed to all terms and conditions of this RFB.

3. AVAILABILITY OF RFB PACKETS: Packets are available at Treasure Valley Transit, 1136 W. Finch, Nampa Idaho 83651. Bid packets may also be requested by email truby@treasurevalleytransit.com or calling 208-463-9111 or may be downloaded from Treasure Valley Transit's website at www.treasurevalleytransit.com .

4. BIDDER'S OFFER TO TREASURE VALLEY TRANSIT**: Bidders are expected to thoroughly examine the scope of work, terms, and conditions of the RFB. Bidder's terms, conditions, and prices shall constitute a firm offer to Treasure Valley Transit that cannot be withdrawn by the Bidder for ninety (90) calendar days after the RFB closing date, unless a longer time period is specified by Treasure Valley Transit in the RFB.**

5. DELIVERY OF BIDS TO TREASURE VALLEY TRANSIT: One (1) signed original, three (3) hard copies one (1) copy of your signed Bid/Proposal on CD-ROM in PDF format must be received at **Treasure Valley Transit, 1136 W. Finch Drive Nampa, Idaho 83651** on or before January 19, 2015 @ 10:00 AM MST **.**

6. Bids must be sealed and plainly marked with Solicitation No RFB 11-07-2014-001. They may either be hand delivered, US Mailed or carrier shipped; electronic versions will not be accepted. A public opening of the timely received bids will be at 10:00 AM, January 19, 2014 at Treasure Valley Transit offices in Nampa, Idaho.

7. SIGNED BIDS: All original bids **must be signed in ink**. Bids not so signed will be disqualified and considered non-responsive.

8. LATE BIDS: Bids received after the date and time indicated herein shall not be accepted. Requests for extensions of the bid closing date or time will not be granted. Senders mailing bids should allow sufficient mail time to ensure timely receipt of their bids before the deadline, as it is the sender's responsibility to ensure their bid arrives before the closing date and time.

9. WITHDRAWAL OR MODIFICATION OF BIDS: Bids may not be modified after the closing date. Bids may be withdrawn by senders before bid closing date upon written request of the official who is authorized to act on behalf of the sender.

REQUESTS FOR CHANGES OR CLARIFICATION: Vendors shall notify Treasure Valley Transit of any ambiguity, inconsistency, or error that they may discover upon examination of these documents. Questions must be submitted, in writing, to truby@treasurevalleytransit.com by December 1, 2014 5:00 PM MST in order to be considered. Official answers to all written questions will be posted on TVT website as an amendment (or addenda) to the RFB. TVT will not accept phone, or fax questions. Bidders are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to Treasure Valley Transit and the advantage to Treasure Valley Transit of the proposed change.

10. ADDENDA: If Treasure Valley Transit determines any changes are necessary an addendum will be issued incorporating any changes that have been approved. Modification to this RFB shall be made only by written addenda issued to all RFB holders of record. Verbal instructions, interpretations, and changes shall not serve as official expressions of Treasure Valley Transit, and shall not be binding.

A. Bidders shall consider all addenda and any/all resulting Bidder cost adjustments or other changes resulting from said addenda must be included in their bids.
B. Any Bidder who contacts and receives information regarding this bid from any other source risks disqualification for violation of the procedures established to ensure that this bid is conducted fairly and equitably.
C. Bidder shall e-mail Treasure Valley Transit, Operations Manager, at truby@treasurevalleytransit.com of any ambiguity, inconsistency or error that they may discover upon examination of the documents.
D. Any interpretations, corrections or changes of this document will be made by Addendum. Any interpretations, corrections or changes of this document made in any other manner will not be binding and Bidders are not to rely on them.

11. BIDDER RESPONSIBILITY: Bidder responsibility is required under this RFB. Each Bidder must include all professional services, provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein and/or necessary in order to supply the items and perform the services required. The Bid shall be complete and specific in every detail.

12. EXPERIENCE AND QUALIFICATIONS: Bidder may be required upon request of Treasure Valley Transit to substantiate that Bidder and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.

13. SUBCONTRACTING: The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Bidder assumes the following responsibilities: (1) serves as the sole general contractor with Treasure Valley Transit; (2) assumes full responsibility for the performance of all its subcontractors, joint ventures, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each subcontractor or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item “5” above must (a) make Treasure Valley Transit a third-party beneficiary thereunder; (b) grant to Treasure Valley Transit the right to receive notice of and cure any default by the successful Bidder under the document; and (c) pass through to Treasure Valley Transit any and all warranties and indemnities provided or offered by the subcontractor or similar party.

14. EVALUATION CRITERIA AND AWARD OF CONTRACT: The award of the contract will be made to the responsive and responsible Bidder whose proposal is most advantageous to Treasure Valley Transit. Award may be made without negotiation or discussion of bids received; bids should be submitted initially on the most favorable terms possible.

(A) Selection of the successful bidder will be based on information provided in response to the RFB including evaluation of bids according to Treasure Valley Transit specified criteria including cost, consideration of any exceptions taken to Treasure Valley Transit proposed contract terms and conditions.
(B) If a single bid is received in response to this RFB, Treasure Valley Transit will be required to perform a detailed cost/price analysis in order to award the contract. A Proposal Evaluation/Negotiation Committee will perform the overall evaluation process.

(C) Treasure Valley Transit may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible Bidder. In addition to any other negotiation criteria described herein, Treasure Valley Transit may negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiations adequate procedures will be used to ensure that any information, including price, from competing bids or proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and Treasure Valley Transit may undertake negotiations with the next ranked submitting vendor.

15. TREASURE VALLEY TRANSIT PREROGATIVE: Treasure Valley Transit reserves the right to contract with any single firm or joint venture responding to this RFB (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFB does not commit Treasure Valley Transit to negotiate a contract, nor does it obligate Treasure Valley Transit to pay for any costs incurred in preparation and submission of bids or proposals or in submission of a contract. Treasure Valley Transit reserves and holds at its discretion the following rights and options in addition to any others provided by Treasure Valley Transit: (1) to reject any or all of the bids or proposals; (2) to issue subsequent requests for bids or proposals; (3) to elect to cancel the solicitation; (4) to waive minor informalities and irregularities in bids or proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; and (7) to negotiate with any, all, or none of the respondents to the RFB. Treasure Valley Transit will provide all Bidders a Written Notice of Intent via e-mail and mail.

16. INTENT TO AWARD: Upon completion of the solicitation evaluation Treasure Valley Transit will provide to all Bidders a Written Notice of Intent via e-mail and mail.

17. EXECUTION OF CONTRACT: All required bonds and insurance certificates (see Part II, § 9, Insurance, below) must be received at Treasure Valley Transit's Administrative Office no later than ten (10) calendar days after the date of notification of award by Treasure Valley Transit. In the event apparently successful Bidder does not submit any or all of the aforementioned documents on or before the required deadline, Treasure Valley Transit may award the contract to another Bidder; in such event, Treasure Valley Transit shall have no liability and said party shall have no remedy of any kind against Treasure Valley Transit.

18. PROTEST OF CONTRACTOR SELECTION OR CONTRACT AWARD: If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth the reason or reasons therefore. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest. (Idaho code, 67-2806 (2)(j).

19. PROTESTS BEFORE BID OPENING: Written objections to specifications or other bid procedures must be received by Treasure Valley Transit at least ten (10) business days before the date and time upon which bids are scheduled to be received (Idaho code, 67-2806 (2)(c).

20. NONDISCRIMINATION: Treasure Valley Transit will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.

21. Offer must not alter this document. Any changes other than those allowed will be found none-responsive.

22. Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

PART II: SPECIAL CONTRACT TERMS AND CONDITIONS

1. **SUBCONTRACTING**: The requirement for Prime-Offeror responsibility does not prohibit Sub-Offeror or joint ventures provided that the successful Prime-Offeror assumes the following responsibilities:
The requirement for Prime-Offeror responsibility does not prohibit Sub-Offeror or joint ventures provided that the prime successful Prime-Offeror assumes the following responsibilities: (1) serves as the sole general Prime-Offer or with Treasure Valley Transit; (2) assumes full responsibility for the performance of all its Sub-Offerors, joint ventures, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each Sub-Offeror or joint venture; and (5) submits copies of all subcontracts and other agreements proposed to document such arrangement. Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make Treasure Valley Transit a third-party beneficiary thereunder; (b) grant to Treasure Valley Transit the right to receive notice of and cure any default by the successful Prime-Offeror under the document; and (c) pass through to Treasure Valley Transit any and all warranties and indemnities provided or offered by the Sub-Offeror or similar party.

2. **TAXES:** Treasure Valley Transit is not exempt from Federal and State taxes.

3. **TERMINATION FOR IMPOSSIBILITY**: Treasure Valley Transit may terminate this contract for Impossibility in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.

4. **TERMINATION FOR DEFAULT**: Treasure Valley Transit may terminate this contract for diminished service or scheduling by the Contractor, failure by the Contractor to comply with the contract requirements; failure by the Contractor to implement the contract or perform in a timely manner.

5. **TERMINATION:** Treasure Valley Transit may terminate this contract, in whole or in part, at any time by written notice to the Offeror when it is in the Treasure Valley Transit's best interest.

A. The Offeror shall be paid only for work performed under the terms and conditions of the contract up to the time of termination. The Offeror shall promptly submit its termination claim to Treasure Valley Transit to be paid. If the Offeror has any property in its possession belonging to Treasure Valley Transit, the Offeror will account for the same, and dispose of it in the manner Treasure Valley Transit directs.

B. If the Offeror fails to perform in the manner called for in the contract, or if the Offeror fails to comply with any other provisions of the contract, Treasure Valley Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Offeror setting forth the manner in which the Offeror is in default. The Offeror will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

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

D. Treasure Valley Transit in its sole discretion may, in the case of a termination for breach or default, allow the Offeror ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

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

G. If, after termination for failure to fulfill contract obligations, it is determined that the Offeror was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

6. **INDEMNIFICATION**: Prime-Offeror agrees to assume liability for and to indemnify and hold harmless Treasure Valley Transit, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorney's fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out

of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of Prime-Offeror, or the execution, performance, nonperformance, or enforcement of the Agreement.

7. **INDEPENDENT CONTRACTOR**: Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror shall at all times and for all purposes under this Agreement be considered independent contractors. Prime-Offeror and any consultants or sub-contractors retained by Prime-Offeror are not employees of Treasure Valley Transit. They are not entitled employee benefits nor do they operate under the direct supervision and control of Treasure Valley Transit, but are required to utilize independent judgment and professional skills under the parameters of this agreement.

8. **INSURANCE, Required Coverage:** Prime-Offeror shall procure, maintain, and keep in force, at Prime-Offeror's expense, the Insurance Coverage as required below and shall cause Treasure Valley Transit to be a named insured on all policies (except professional liability). Prime-Offeror shall provide Proof of Insurance to TREASURE VALLEY TRANSIT prior to award. Proof of Insurance shall to include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Prime-Offeror shall have and maintain, at Prime-Offeror's expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than $500,000 each occurrence and $500,000 in the aggregate.

Workers' Compensation: Where required by law, the Contractor and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum, limits of $500,000 per Accident, $500,000 Disease, $1,000,000 Policy Limit. The Contractor must maintain coverage issued by a surety licensed to write workers' compensation insurance in the state of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Automobile Liability: Automobile Liability Insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than $500,000.

9. **MINIMUM ORDER QUANTITIES**: Any quantities given are estimates of use for bid evaluation purposes only and are not guarantees. No minimum number of items is guaranteed to be ordered, and no minimum dollar amount is guaranteed. The actual quantity to be ordered is unknown, is subject to available funding at time of award, and may be more or less than the estimated quantity.

10. **INVOICING**: The awarded Prime-Offeror will submit all invoices, with supporting documentation to: Treasure Valley Transit, Attn: Accounts Payable, 1136 W. Finch Drive Nampa, Idaho 83651. All Invoices through Treasure Valley Transit are processed bi-weekly. The awarded Prime-Offer or can expect Treasure Valley Transit to issue and mail payment within 30 days after receipt of invoice with regards to the terms set forth within this RFB.

Treasure Valley Transit reserves the right to withhold payment without penalty until properly executed invoices are submitted.

(ii) Invoices must be Contractor's invoices. Treasure Valley Transit will not accept invoices from sub-contractors and will not pay sub-contractors.

(iii) Contractor's invoices will include Treasure Valley Transit's billing/contact information (name, address, phone and fax no.) as provided by Treasure Valley Transit.

(iv) Any mandatory fixed costs added by federal, state or local government after award of this contract will be allowed.

11. **GUARANTEE:** The successful Prime-Offeror will guarantee that the items, services and/or equipment being provided will meet or exceed the minimum specification requirements set forth herein. If Treasure Valley Transit finds that the items, services or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Prime-Offeror will be required, at their expense, to make all corrections necessary to bring the items, services and/or equipment into compliance.

12. **DEFINITIONS**: The following terms, whenever set forth in initial capitals in this Agreement, shall have the meanings set forth in this Part II, Definition, except as otherwise expressly provided in this Agreement:

Agreement: The complete RFB and all addendums and final negotiations.

Agreement Term: The time commencing with the award of the contract and ending on the expiration of the contract - including any extensions or renewals that may be or have been agreed upon by both parties after award to the contract.

Intent to Award: Letter: The letter that Treasure Valley Transit will send to all Prime-Offerors stating Treasure Valley Transit's selection.

Negotiations: Treasure Valley Transit and the selected Prime-Offeror will negotiate a start date, performance measures, billing format, and reporting.

Bidder, Offeror or Prime-Offeror: The Bidder, Offeror or Prime-Offeror is the primary contact with Treasure Valley Transit and is responsible for all services for which it is submitting an RFB. The Bidder, Offeror or Prime-Offeror is responsible for all Sub-Offerors and their compliance to all standards of this RFB.

Required Coverage: All insurance necessary to protect and save harmless Treasure Valley Transit, the Vehicles, the Equipment, and the Real Property and Facilities, including, without limitation, the insurance coverage specified in this Agreement.

Sub-Offeror: Is the subcontractor for which the Bidder, Offeror or Prime-Offeror is directly responsible.

Termination for Default: Termination caused by diminished service or scheduling; requirement compliance, plan implementation or failure to perform in a timely manner.

Termination for Impossibility: Termination in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.

Treasure Valley Transit: A Private Non-Profit Corporation.

Treasure Valley Transit Board: The duly appointed Board of Directors of Treasure Valley Transit.

13. **CURRENCY:** All payments are payable in US currency.

14. **STOP WORK ORDER**: Any "Stop Work Order" given to Awarded Offeror will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Offeror and/or their assigns.

15 **CONTRACT ADMINISTRATION**: The Executive Director of Treasure Valley Transit shall be the administrator for this contract.

16. **DEBARRED BIDDERS:** The Prime-Offeror, including any of its officers or holders of a controlling interest, is obligated to inform Treasure Valley Transit whether or not it is or has been on any debarred bidders' list maintained by the United States government. Should the Prime-Offeror be included on such a list during the performance of this project, Prime-Offeror shall so inform Treasure Valley Transit.

17. **DELIVERY REQUIREMENTS**: Delivery shall be "FOB Destination" to Treasure Valley Transit, 1136 W. Finch Drive Nampa, Idaho 83651 In the event deliveries are sub-contracted to another vendor by the Contractor; the Contractor is ultimately responsible for complying with all conditions of this contract.

PART III: SCOPE OF WORK / TECHNICAL SPECIFICATIONS

Contract for a period of time commencing January 19, 2015 or date of award, and expiring January 18, 2016 for the purchase of new current production 2014 or 2015 cut-away high volume production transit buses with after-market manufactured unitized steel cage body and CNG converted gasoline engine for Treasure Valley Transit, per the attached specifications, price schedule, terms and conditions. Buses are to seat the maximum number of ambulatory passengers allowable under the GVWR and seven (7) wheelchair passengers. When not in use, each wheel chair position must seat a minimum of two ambulatory passengers. Bidder must provide the maximum ambulatory seating available with seven wheel chair positions as allowed in a 19,500 pound GVWR rating meeting all specifications of this RFB and Federal requirements.

These vehicles will be used almost exclusively in demand response service as part of Treasure Valley Transit's transit service based at the Treasure Valley Transit facility located in the City of Nampa, Idaho.

The proposer is responsible for all work and for ensuring the vehicle and its components meet all Americans with Disabilities Act requirements for applicable public transportation agency vehicles at the time of delivery to Treasure Valley Transit.

To assist Treasure Valley Transit in ensuring compliance with FTA and TVT purchasing requirements, include a separate and distinct section in your bid proposal titled "Submission Forms". Within this section of your proposal, include all the forms found in the Submission Forms part of this document.

TECHNICAL SPECIFICATIONS

1.0 BASIC BODY

1.1 GENERAL

The bus provided must have been tested at the FTA Altoona Bus Testing Center, and meet or exceed the seven (7) year, 200,000 mile category requirements.

(i) Bus Testing: The vehicle shall be thoroughly inspected and tested during the construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is rust proofed, watertight, fume proof and all vehicle and equipment fluids meet specifications.

(ii) Bidder shall include with their sealed manual bid response a copy of the FMVSS 220 Rollover Test for the vehicle being bid.

(iii) A cover letter summary of the Altoona Bus Testing results shall be supplied with the Bidder's Sealed Manual Bid response. This shall include a thorough documentation that the bus model configuration including the F-550 V10 powered cutaway chassis (or equal) and the CNG conversion being bid under this RFB has completed Altoona Bus Testing. Submitting another manufacturer's test, a different bus model, a different manufacturer's chassis, a different CNG conversion supplier, or a bus with a major change in components or configuration will not be deemed acceptable unless so stated in an included letter from the FTA on FTA letterhead.

(iv) The Bidder certifies that the vehicle(s) offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

(a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide within **180 days** of notice to proceed, or prior to final acceptance and prior to shipment of the first unit, whichever comes first, a copy of the final test report with thorough documentation that the bus model configuration being offered, including the F-550 V10 powered cutaway chassis and the CNG conversion being bid under this RFB has completed Altoona Bus Testing. Submitting another manufacturer's test, a different bus model, a different manufacturer's chassis, a different CNG conversion supplier, or a bus with a major change in components or configuration will not be deemed acceptable unless so stated in a letter from the FTA on FTA letterhead.

(b) A manufacturer who releases a report under paragraph (iv) above shall provide notice to the operator of the testing facility that the report is available to the public.

(c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the steps under (a) must be followed.

This specification is for a Cutaway Type Bus. It is not the intention of TVT to "write out" vendors or manufacturers of similar or equal equipment of the types specified. This specification is written to describe specific needs of TVT. It is the intent of TVT to standardize certain components and therefore, in numerous sections of this specification specific brands and models have been specified.

BRAND NAME OR EQUAL

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—
(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
(2) Clearly identify the item by:
(i) Brand name, if any; and
(ii) Make or model number;
(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) TVT will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Procurement Specialist. The Procurement Specialist is not responsible for locating or obtaining any information not identified in the offer.
(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

1.1.1 Dimensions

Cut-away high volume production van with after-market manufactured unitized steel cage body that meets all applicable FMVSS standards and requirements for this type of vehicle.

Capacity: Two (2) ambulatory and seven (7) wheelchair passengers or twenty-four (24) ambulatory passengers when the wheelchair positions are not in use or as many as legally possible given the GVWR of the chassis

Length: 400" maximum.
Width: 96" maximum.
Interior Height: 74" minimum.
Wheelbase: 233" maximum.

GVWR: 19,500 lbs. or as required to provide a curb weight of the completed coach with all fluids of no greater than 80% of the GVWR.

Chassis: 2014 or newer Ford F550 commercial cutaway or equal.

The coach shall have a clean, smooth, simple design, primarily derived from coach performance requirements and passenger service criteria established by these technical specifications. 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 coach 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 coach. Accumulation on any window of the coach of spray and splash generated by the coach's wheels on a wet road shall be minimized.

The purpose of these specifications is to describe a demand response bus, which will be used to transport persons with and without disabilities in both rural and urban areas. The body of the bus that holds passengers shall be constructed of a "steel cage" type construction with laminated sidewalls, rear walls, and roof.

1.1.2 Materials

Unitized steel cage construction that meets all applicable FMVSS standards.
Lateral steel floor with longitudinal "C" channel support. All materials and workmanship shall be designed for a minimum expected life of seven (7) years and 200,000 miles.

1.1.3 Finish and Color

All exterior surfaces will be smooth and free of wrinkles and dents. Exterior surfaces to be painted will be properly cleaned and primed as appropriate for the paint used, before application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the coach. Paint will be applied smoothly and evenly with the finished surface free of dirt, runs, orange peel, and other imperfections. All exterior finished surfaces will be impervious to diesel fuel, gasoline, and commercial cleaning agents. Finished surfaces will not be damaged by controlled applications of commonly used graffiti-removing chemicals. All exterior chassis paint will be OEM White. Bus body color will be matching automotive quality white paint and will of uniform consistency in color and coverage. All exterior body panels and closures will be white to match the OEM chassis white color.

1.1.4 Numbering and Signing Decals

Only the following signing shall be included and must be applied to the inside and outside of the coach and as required below. The signs to be installed will be durable and fade, chip, and peel-resistant; they may be painted signs, decals, or pressure-sensitive appliqués. All decals will be sealed with clear, waterproof sealant

around the edges as needed or dictated by the decal materials provided by the proposer. All signs with text will be required to be in both English and Spanish.

The following signs shall be mounted so as to be readily visible to the passengers:

- At least two (2) signs on each side of the coach interior to indicate that seats at the front are priority seats for seniors and persons with disabilities.

The following decals shall be mounted in the front interior of the coach in plain view of the boarding passengers:

- One (1) "No Food, Drink, or Tobacco Use Allowed"
- One (1) "Welcome Aboard"
- One (1) "All Passengers Must Remain Behind the Standee Line"

The following decal shall be mounted in the front interior of the coach in plain view of the exiting passengers:

- One (1) "Passengers Must Not Cross in Front of Bus after Exiting"

The following decal shall be mounted in plain view of the driver from the driver's seat:

- One (1) Vehicle Height decal

The following decal shall also be mounted on the exterior door or adjacent window nearest to the entrance equipped with the wheelchair lift so as to be in plain view of persons outside the bus:

- One (1) Handicapped Accessible decal. This decal shall be blue and white

- The bus number decals shall be Helvetica medium 4" tall in black on white surfaces and in white on blue or green surfaces. Locations and numbers to be determined at time of order placement. Numbers will consist of four (2) numeric figures.

1.1.5 Pedestrian & Passenger Safety

Exterior protrusions greater than 1/2 inch and within eighty (80) inches 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 requirement. Grills, doors, bumpers and other features on the sides and rear of the coach shall be designed to minimize the ability of unauthorized riders to secure toeholds or handholds.

Federal Motor Vehicle Safety Standards (FMVSS)/Bus Testing Certification
Vendor Pre-Award Self-Certification

The motor vehicles supplied as part of this procurement will comply with the Motor Vehicles Safety Standards established by the State of Idaho. **In addition, the bidder must submit a signed certification that all vehicles being supplied will meet all applicable Federal Motor Vehicles Safety Standards. The signed certification must be included as a part of your sealed manual bid response.**

1.1.6 Passenger Windows

A minimum of one (1) window per seated row per side is required. All windows shall be the same size and be capable of opening across the top only. Emergency egress side windows with side release handles shall be installed. If supplied with a rear window, it shall be an emergency egress rear window.

TVT prefers the seated row windows to be T-slide, laminated or automotive safety glass passenger windows that open at the upper part of the window.

Glazing shall be ¼-inch safety glass conforming with requirements of ANSI Z26.1-1977 Standard for Type AS-5 Safety Glazing Materials except for test number seventeen (17) which shall subject the specimens to one thousand (1000) cycles and the arithmetic mean of the percentages of light scattered shall not exceed 5 percent (5%). Windows on the coach sides shall be tinted the maximum neutral color, complimentary to the coach exterior. The maximum ASTM E-424 and the luminous transmittance shall be no less than 23 percent (23%) as measured by ASTM D-1003.

Windows are to be designed to properly operate for the life of the coach, not requiring any special lubricants or excessive maintenance and shall be of a design hat shall enable the replacement of broken glass without removing the entire frame assembly.

The manufacturer shall guarantee the integrity of the side windows specifically relating to stability of window installation in the frame assembly and resistance to water leakage.

1.1.7 Passenger Doors

One (1) front door shall be provided in the right side of the coach for passenger ingress and egress. The front door shall be as far forward as possible so that the driver is able to collect or monitor the collection of fares. The door shall be a twin type with full-length windows. The door shall have an electrically operated open close feature operable from the driver's seat.

One (1) wheelchair double door with two (2) windows mounted on the right side as close as possible to the ambulatory door. The doors shall be equipped with a manual door hold open device, "T" latch style stainless steel.

Above the wheelchair door shall be an interior light that is energized when the door is opened. The doors shall be equipped with a door ajar buzzer that signals the driver if the doors are not closed when the bus ignition is on.

1.2 STRUCTURE

1.2.1 Strength and Fatigue Life

Under normal conditions of transit service throughout the service life of the coach, the basic structure shall withstand fatigue damage that is sufficient not to cause Class 1 or Class 2 failure. The structure shall also withstand impact and inertial loads due to normal street travel through the coach's service life without permanent deformation or damage.

1.2.2 Distortion

The coach, 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 inch curb or in a six inch deep hole.

1.2.3 Resonance

All structure, body, and panel-bending mode frequencies, including vertical, lateral, and torsional modes, shall be sufficiently removed from all primary excitation frequencies to minimize audible, visible, or sensible resonant vibrations during normal service.

1.2.4 Material

All exterior panels (walls and roof) shall be metal or fiberglass composite. Exterior panels are to be riveted, welded, or bonded to the body framing. Galvaneal may not be used. TVT shall allow the use of steel, stainless steel, reinforced glass fiber, carbon fiber or plastic wheel wells.

1.2.5 Corrosion

The coach shall resist corrosion from atmospheric conditions and road salts. It shall maintain structural integrity and nearly maintain original appearance throughout its service life, provided it is maintained in accordance with the procedures specified in the service manual by the TVT. Materials exposed to the elements and all joints and connections of dissimilar metals shall be corrosion-resistant and shall be protected from galvanic corrosion. Representative samples shall withstand a two-week salt spray test in accordance with ASTM Procedure B-117 with no visual or structural detrimental effects to normally visible surfaces, and no significant structural degradation or weight loss of over 1 percent (1%) for other members or components.

Proposers must submit for TVT's review and approval, along with the submission of proposal documents, full information on corrosion resistant characteristics of the proposed coach toward the anti-corrosion treatment planned for all coaches acquired under these technical specifications.

1.2.6 Towing Devices

OEM Towing devices will be provided on the front of the coach. Manufacturer must provide a method to safely tow from the rear of the vehicle if the front cannot be reached.

1.2.7 Jacking

It shall be possible to safely jack up the coach, at curb weight, with a common 10-inch high hand jack or a 10-ton floor jack at the discretion of TVT, when a tire or dual set is completely flat and the coach is on a level, hard surface, without crawling under any portion of the coach. Jacking from a single point shall permit raising the coach sufficiently high to remove and reinstall a wheel and tire assembly. Jacking pads located on the axle or suspension near the wheels shall permit easy and safe jacking with the flat tire or dual set on a 6-inch high run-up block not wider than a single tire. Jacking and changing any one tire shall be completed by a 2M service person in less than thirty (30) minutes from the time the coach is approached. The coach shall withstand such jacking at any one or any combination of wheel locations without permanent deformation or damage.

1.2.8 Hoisting

The coach axles or jacking plates shall accommodate the lifting pads of a two-post hoist system. Jacking plates, if used as hoisting pads, shall be approximately 5 inches square, with a turned-down flange not less than 1 inch deep on each side to prevent the coach from falling off the hoist. Other pads or the coach structure shall support the coach on jack stands independent of the hoist.

1.2.9 Fire Protection

A bulkhead shall separate the engine compartment, which shall, by incorporation of fireproof materials in its construction, be a firewall. This firewall shall preclude or retard propagation of an engine compartment fire into the passenger compartment. Only necessary openings shall be allowed in the firewall.

1.3 EXTERIOR AND APPLIED PANELS

1.3.1 Strength and Installation

Only exterior panels that are above the rub-rail may be structural components. Exterior surface panels shall not be installed or retained with visible rivets or fasteners.

1.3.2 Rain Gutters

Gutters shall be provided to prevent water flowing from the roof onto the side windows and passenger doors. When the coach is decelerated, the gutters shall not drain onto the windshield, or driver's side window, or into the door boarding area. Cross sections of the gutters shall be no less than 0.25 square inches.

1.3.3 License Plate

Provisions shall be made to mount standard size U.S. license plate on the rear of the coach. This provision shall flush mount or recess the license plate so that it can be cleaned by automatic bus washing equipment without being caught by the brushes. License plate shall be mounted on or to the left rear of, the coach center and shall not allow a toehold or handhold for unauthorized riders. The license plate shall be lighted.

1.4 INTERIOR

1.4.1 Headroom

Headroom above the aisle and at the centerline of the aisle seats will be no less than 74 inches.

1.4.2 Driver Barrier

A barrier or bulkhead between the driver and the left front passenger seat shall be provided. The barrier shall eliminate glare and reflections in the windshield directly in front of the barrier from interior lighting during night operation. The barrier shall extend from below the level of the passenger or driver's seat cushion, whichever is lower, to within one inch of the ceiling and shall fit the coach side windows and wall to prevent passengers from reaching the driver or his/her personal effects. Barrier to be of hard, non-padded material, easy to clean and vandal resistant.

1.4.3 Modesty Panels

Sturdy divider panels constructed of durable, unpainted, vandal and corrosion-resistant material complementing the interior trim shall be provided at the rear of the lift. Modesty panels shall be installed behind the lift for front row passengers. Modesty panels shall extend no higher than the lower daylight opening of the side windows. There must be at least 1 and 1/2 inch clearance between the modesty panel and the lift to protect passengers from being pinched. The modesty panel and its mounting shall withstand normal kicking, pushing, and pulling loads of 300-pound passengers without permanent visible deformation.

1.4.4 Rear Bulkhead

The rear bulkhead paneling shall be contoured to fit the ceiling, side walls, and seat backs so that any litter, such as a cigarette package or newspaper, will tend to fall to the floor or seating surface when the coach is on a level surface. Any air vents in this area shall be louvered to reduce air flow noise and to reduce the probability of trash or litter being thrown or drawn through the grills. The panel, or sections thereof, shall be easily and quickly removable to service components located on the rear bulkhead.

1.4.5 Construction

Interior panels may be integral with, or applied to, the basic coach structure. They shall be decorated in accordance with the interior specified. Use of moldings and small pieces of trim shall be minimized, and all parts shall be functional.

1.4.6 Fastening

Interior panels shall be attached so that there are no exposed edges or rough surfaces. Panels and fasteners shall not be easily removable by passengers. Interior trim fasteners, where required, shall be rivets or cross-recessed head screws.

1.4.7 Ceiling

Ceiling panels shall be a hard easy to clean material similar to the interior side panels or rear bulk heads. A fabric headliner is not acceptable.

1.5 FLOORS

1.5.1 Floor Strength

The floor shall be flat and constructed of 23/32 inch minimum thickness high quality exterior plywood.

The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chaffing or horizontal movement. Sheet metal screws shall not be used to retain the floor and all floor fasteners shall be serviceable from one side only. Tapping plates used for the floor fasteners shall be no less than the same thickness as a standard nut, and all floor fasteners shall be secured and protected from corrosion for the service life of the coach. The floor deck shall be reinforced as needed to support passenger loads. At GVWR, the floor shall have and elastic deflection of no more than 0.60 inches from the normal plane. The floor shall withstand the application of 2.5 times the gross load weight without permanent detrimental deformation. Floor and step treads, with coverings applied, shall withstand a static load of at least 150 pounds applied through the flat end of a 1/2 inch diameter rod, with 1/32 inch radius, without permanent visible deformation.

1.5.2 Edges

The floor shall be essentially a continuous flat plane, except at the wheel housings and driver's platform (minimum two (2) inches). Where the floor meets the walls of the coach, the surface edges shall be blended with a circular section with radius not less than one (1) inch, and a molding or cover shall prevent debris accumulation between the floor and wheel housings.

1.5.3 Floor Protection

The floor, as assembled, including the sealer, attachments, and covering, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects.

1.6 INTERIOR STEPS

No interior steps will be allowed except to provide ingress and egress from the bus. The steps shall include yellow step nosing and shall be a no- skid material that remains non-skid effective in all weather conditions on all entry steps. All entry steps will be the same height not to exceed nine (9) inches.

1.7 WHEEL HOUSING

1.7.1 Construction

Wheel housings shall be constructed of 14 gauge stainless steel, if intruding into passenger area covered with rubber floor covering securely mounted and sealed to the coach body structure or 11 gauge galvanized steel with ABS liner and must be isolated from dissimilar metals to prevent galvanic corrosion. Wheel housings shall be corrosion-resistant, and fire-resistant. Construction shall be of a design to prevent passenger injury from tire deterioration and/or blow out. Wheel housings, as installed and trimmed, shall withstand impacts of a two-inch steel ball with at least 200 foot-pounds of energy without penetration.

1.7.2 Clearance

Sufficient clearance and air circulation shall be provided around the tires, wheels, and brakes to preclude overheating when the coach is operating on the design operating profile. Tire chain clearance shall be provided on all driven wheels in accordance with SAE Information Report J683.

Interference between the tires and any portion of the coach shall not be possible in maneuvers up to the limit of tire adhesion with weights from net to GVWR.

1.7.3 Fender Skirts

Features to minimize water spray from the coach in wet conditions shall be included in wheel housing design. Any fender skirts shall be unbreakable and easily replaceable. They shall be flexible if they extend beyond the allowable body width. Wheels and tires shall be removable without disturbing the fender skirts.

1.7.4 Splash Aprons

Splash aprons, composed of ¼-inch minimum composition or rubberized fabric, shall be installed behind each wheel and shall extend downward to within three (3) inches of the road surface. Apron widths shall be no less than tire widths, except for the front apron which shall extend across the width of the coach. Splash aprons shall be bolted to the coach understructure. Splash aprons and their attachments shall be inherently weaker than the structure to which they are attached. Splash aprons and their attachments shall not be included in the road clearance measurements. Other splash aprons shall be installed where necessary to protect coach equipment. If splash aprons as required above are not available, supplier may substitute high quality commercial grade mud flaps located directly behind the tire(s). Mud flaps supplied must be wider than the tires on the vehicle.

1.8 PASSENGER DOORS-EXTERIOR REQUIREMENTS

1.8.1 Materials

Structure of the doors, their attachments, inside and outside trim panels, and any mechanism exposed to the elements shall be durable and corrosion-resistant. Door construction shall be of corrosion-resistant metal or steel reinforced fiberglass. The doors, when fully opened, shall provide a firm support and shall not be damaged if used as an assist by passengers during ingress or egress.

1.8.2 Dimensions

When open, the doors shall leave an opening no less than eighty (80) inches in height. Front door opening full width shall be no less than thirty-two (32) inches clearance with the doors fully opened. Proposer shall supply a diagram with bid demonstrating the allowable projection into the door opening. Projections shall not form a hazard to passengers.

1.8.3 Door Glazing

The upper section (one-half door height) of both front and rear doors shall be glazed for no less than 45 percent (45%) of the respective door opening area of each section. The lower section of the front door shall be glazed for no less the 25 percent (25%) of the door opening area of the section. The edge of a six-inch high curb shall be visible to the seated driver through the closed front door when the coach is more than twelve (12) inches from the curb.

1.8.4 Door Projection

Each door half shall pivot on a fixed point/axis and the doors shall hinge outward when open; when open the door shall project out from the bus side wall no more than sixteen (16) inches. The closing edge of each door panel will have no less than two (2) inches of soft weather stripping. The doors, when closed, will be effectively sealed and the hard surfaces of the doors will be at least four (4) inches apart but not more than six (6) inches.

1.8.5 Door Height Above Pavement

It shall be possible to open and close either passenger door when the coach loaded to GVWR and parked with the tires touching an eight- inch high curb on a street sloping toward the curb so that the left side wheels are

five (5) inches higher than the right side wheels.

1.9 PASSENGER DOORS-INTERIOR REQUIREMENTS

1.9.1 Controls

Operation of and power to the passenger door shall be completely controlled by the driver. Entrance and exit passenger door shall be operated by an electric control. The switch shall be mounted in a location that the driver cannot kick when entering or leaving the coach. The switch shall have permanent marking as to function and position. The switch must be conveniently located on the instrument panel; it must be readily accessible to the driver and positioned so as to make inadvertent contact extremely unlikely. Electrical control of door must allow the door to open or to close within three to three and one-half seconds. To manually operate the door the emergency exit lever in the overhead door header panel must be activated.

1.9.2 Emergency Operation

In the event of an emergency, it shall be possible to open the door manually from inside the coach using a force of no more than twenty-five (25) pounds.

Locked doors shall require a force of more than one hundred (100) pounds to open manually. When the locked doors are manually forced to open, damage shall be limited to the bending of minor door linkage with no resulting damage to the doors, hinges, and complex mechanism.

1.10 SERVICE COMPARTMENTS AND ACCESS DOORS

1.10.1 Interior

Access for maintenance and replacement of equipment shall be provided by panels and doors that appear to be an integral part of the interior. Removal of fixtures or equipment unrelated to the repair task to gain access shall be minimized. Access doors that are hinged at the top shall include props, as necessary, to hold the doors out of the mechanic's way. Panel fasteners shall be standardized so that only one tool is required to service all special fasteners within the coach; fasteners must use a tool for opening which may not be a straight bladed or Philips head screwdriver. Access doors for the door actuator compartments shall be secured with hand screws or latches, and shall prevent entry of mechanism lubricant into the coach interior.

1.10.2 Roof Ventilator

Two (2) emergency escape hatches shall be provided. Its size shall be approximately twenty-three (23) inches by twenty-three (23) inches plus or minus one (1) inch.

1.11 WINDSHIELD WIPERS AND WASHERS

1.11.1 Wipers

The coach will be equipped with a variable speed windshield wiper for each half of the windshield. At sixty (60) miles per hour, no more than ten percent (10%) of the wiped area will be lost due to windshield wiper lift. Both the wiper motor and the mechanism will be easily accessible for repairs and service from outside the coach. The wiper will meet or exceed the requirements of FMVSS 104. OEM wipers are acceptable if coach configuration does not disturb the wipers operation.

1.11.2 Windshield Washer System

The windshield washer system shall deposit washing fluid on the windshield and when used with the wipers, shall evenly and completely wet the entire wiped area.

The windshield washer system shall have a minimum one-half gallon reservoir, easily accessible from the exterior of the coach. Each coach shall be delivered full of windshield washer solution. 100 percent water in the system will not be acceptable.

The windshield washer system shall be protected with an antifreeze washer solution to at least $0^{\circ}F$ regardless of season of delivery. The protected solution shall be tinted to provide easy visual indication that antifreeze is present.

1.12 LIGHTING, CONTROLS, INSTRUMENTS

1.12.1 Exterior Lighting

Lamps, lenses, and fixtures shall be interchangeable to the extent practical. Roof marker lights shall be provided at each corner of the bus in such a manner as to preclude damage from or removal by an automatic bus washer. An auxiliary brake light shall be provided in a location at the rear of the coach.

Visible and audible warning shall inform following vehicles or pedestrians of reverse operation. Visible reverse operating warning shall conform to SAE Standard J593. Audible reverse operation warning shall conform to SAE Recommended Practice J994-Type C or D.

Lamps at the front doors shall activate only when the doors open and shall illuminate the street surface to a level of no less than three-foot candle for a distance of three (3) feet outward from the step tread edge. The lights may be positioned above or below the lower daylight opening of the windows and shall be shielded to protect passengers' eyes from glare.

Directional signals shall be provided on the front, side, and rear of the coach. The directional signal control shall be column or dash-mounted and within easy reach of the driver. The directional signals shall not be canceled by a service brake application. Directional signals shall have a distinct audio sound when activated.

All colored lighting around the coach regardless of location are required to be LED with the exception of the OEM chassis supplier’s integral headlights and directional lights front assemblies. If the OEM offers LED front lighting, chassis will be ordered as such.

Reflectors on the sides and rear of the coaches are required. The front and center side shall be amber. The rear side and rear shall be red. The reflectors shall be permanently affixed to the coach; glazed on or pressure-sensitive are not acceptable.

Headlights shall be illuminated whenever coach is running.

1.12.2 Interior Passenger Lighting

A high mounted (level no lower than the top of the windows) LED lighting system shall provide general illumination in the passenger compartment. Interior LED lighting shall be controlled by a manual switch that allows either a manual on/off or on/off as the door is opened and closed.

A stepwell lighting system shall be installed to illuminate the front stepwell. The lamps shall be shielded and operate from the ignition switch. The system shall provide no less than 2 foot-candles of illumination on the entry and exit step treads. These lights shall be shielded to protect passengers' eyes from glare. Light fixtures shall be totally enclosed, splash-proof, designed to provide ease of cleaning as well as lamp and housing removal, and shall not be easily removable by passengers. Stepwell lights shall be protected from damage caused by passengers kicking lenses or fixtures and shall not be a hazard to passengers.

TVT requires that the interior lights exclusive of the stepwell lights be on a manual switch.

1.12.3 Driver's Lighting

The driver's area shall have a light to provide general illumination and it shall illuminate the half of the steering

wheel nearest the driver to a level of ten (10) to fifteen (15) foot-candles. This light shall be controlled by a switch located in the driver's console. TVT shall not consider or accept a switch mounted on the lamp assembly nor using the OEM headlight switch rheostat.

1.12.4 Driver's Controls

All switches and controls necessary for the operation of the coach shall be conveniently located in the driver's area and shall provide for ease of operation. Switches and controls shall be essentially within the hand reach envelope described in SAE Recommended Practice, 1287, Driver Hand Control Reach. Controls shall be located so that boarding passengers may not easily tamper with control settings.

All switches and controls shall be marked with easily read identifiers. All panel-mounted switches and controls shall be replaceable, and the wiring at these controls shall be serviceable from the vestibule or the driver's seat. Switches, controls, and instruments shall be dust and water-resistant consistent with TVT's coach washing practices.

1.12.5 Instrumentation

The speedometer and certain indicator lights shall be located on the front cowl immediately ahead of the steering wheel. The steering wheel spokes or rim shall not obstruct the driver's vision of the instruments when the steering wheel is in the straight-ahead position. Illumination of the instruments shall be simultaneous with the marker lamps. Glare or reflection in the windshield, side window, or front door windows from the instruments, indicators, or other controls shall be minimized. Instruments and indicators shall be easily readable in direct sunlight. Indicator lights immediately in front of the driver shall include:

Headlamp beam	Right turn
Check Engine	Left turn
Hazard warning	Stop Request
Exit door open or unlocked	Stop Request (Wheelchair)
Parking brake applied	Wheelchair Lift On

The instrument panel shall include a speedometer indicating no less the eighty (80) mph and calibrated in maximum increments of five (5) mph, twelve (12) volt gauge. The speedometer shall be equipped with an odometer with a capacity reading no less than nine hundred ninety nine thousand nine hundred ninety-nine (999,999) miles. The instrument panel and wiring shall be easily accessible for service from the driver's seat or top of the panel. Wiring shall have sufficient length and be routed to permit service without stretching or chafing the wires.

1.12.6 Public Address System (PA)

A public address system shall be provided that complies with the ADA requirements of 49 CFR, Part 38.35 and enables the operator to address passengers either inside or outside the bus. Inside speakers shall broadcast, in a clear tone, announcements that are clearly perceived from all seat positions at approximately the same volume level. A speaker shall be provided so announcements can be clearly heard by passengers standing outside the bus near the front door. An operator-controlled switch shall select inside or outside announcements. A separate volume control shall be provided for the outside system if volume adjustment would otherwise be necessary when switching from inside to outside. The system shall be muted when not in use. A provision shall be provided to secure the microphone in a stored position when not in use. An input jack and mounting clip shall be provided in the operator's area for a hand held microphone.

The microphone shall be vandal resistant, mounted on a heavy-duty, flexible gooseneck, which is secured to the "a" pillar with tamper-proof fasteners and will allow the operator to comfortably speak into it without using his/her hands.

1.13 INTERIOR TRIM

The interior shall be generally pleasing, simple, modern, and free from superficial design motifs. It shall have no sharp depressions or inaccessible areas and shall be easy to clean and maintain. To the extent practicable, all interior surfaces more than ten (10) inches below the lower edge of the side windows or windshield shall be shaped so that objects placed on them fall to the floor when the coach is parked on a level surface. Handholds, lights, air vents, armrests, and other interior fittings shall appear to be integral with the coach interior. There shall be no sharp, abrasive edges or surfaces and no unnecessary hazardous protuberances. All plastic and synthetic materials used inside the coach shall be fire-resistant. except vinyl seat coverings which shall meet the requirements of Federal Specification CCC-A 680a Class 2(a) 1 and seating upholstery textiles which shall meet the requirements for textiles in Federal Aviation Regulations Section 25.853(b), as tested in accordance with Appendix F of that part. Seating materials that meet Federal Motor Vehicle Safety Standard FMVSS 302 Fire Standards are acceptable.

Materials shall be selected on the basis of maintenance, durability, appearance, safety, flammability, and tactile qualities. Trim and attachment details shall be kept simple and unobtrusive. Materials shall be strong enough to resist everyday abuse and vandalism; they shall be resistant to scratches and markings. Interior trim shall be secured to avoid resonant vibrations under normal operational conditions.

1.13.1 Trim Panels

The color-coordinated interior trim is to be OEM white or the manufacturer's standard interior color.

Trim panel shall permit easy removal of paint, greasy fingerprints, and ink from felt tip pens. They shall be reinforced, as necessary, to resist vandalism and other rigors of transit coach service. Interior mullion trim, moldings, and trim strips shall be plastic, textured stainless steel, or anodized aluminum. Individual trim panels and parts shall be interchangeable to the extent practicable. Untrimmed areas shall be painted and finished.

The dash, instrument cluster, and front compartment panels are to be formed from color impregnated thermoplastic material Color shall be flat dark grey or black color as supplied by the chassis OEM.

If furnished, the upper closure panels above the modesty panels and above the driver's barrier are to be constructed of color coordinated impregnated thermoplastic material or tinted thermoformed polycarbonate material (such a Lexan).

If driver's seat closure panels are used, inner and outer panels are to be constructed of color coordinated impregnated thermoplastic material.

The upper portion of the driver's barrier is to be constructed of thermoformed ¼-inch tinted, non-coated polycarbonate material (such as #9034 Lexan). Color coordinated acrylic PVC or materials may also be used. **Bidder shall state the color coordinated material to be used**.

The rear bulkhead panel shall be a grey color impregnated plastic or may be the manufacturer's standard rear bulkhead material and color as long as it is a hard easy to clean material. It shall be easily cleaned and replaced and resist attacks by chemicals common in transit service.

1.13.2 Headlining

Ceiling trim panels are to be of formed, color impregnated minimum 1/10-inch thick material, or an approved equal. Panel color is to be manufacturer's standard color. Headlining materials shall be treated or insulated to prevent marks due to condensation where panels are in contact with metal members. Handling panels covering operational equipment that is mounted above the ceiling shall be on hinges for ease of service but retained to prevent inadvertent opening.

1.13.3 Front End

The entire front end of the coach shall be sealed to prevent debris accumulation behind the dash and to prevent the driver from kicking or fouling wiring and other equipment with his feet. The front end shall be free of protrusions that are hazardous to passengers standing or walking in the front of the coach during rapid decelerations. Paneling across the front of the coach and any trim around the driver's compartment shall be formed metal or plastic material. Formed metal dash panels shall be painted and finished to exterior quality. Plastic dash panels shall be reinforced, as necessary, vandal-resistant, and replaceable. All colored, painted, and plated parts forward of the driver's barrier shall be finished with a dull matte surface. Manufacturer's standard color is acceptable.

1.13.4 Rear End

The passenger compartment, upper rear bulkhead shall be constructed of a color impregnated thermoplastic material. Manufacturer's standard color is acceptable. All upper/lower bulkhead corner trim shall be constructed of thermoformed color impregnated thermoplastic material, coordinated to the basic interior color. Rear air conditioning louvers if fitted are to be color-coordinated with rear bulkhead.

1.14 PASSENGER SEATS

1.14.1 Seating Arrangements

The Bidder must provide a complete layout drawing showing seat locations, orientation, aisle widths, floor contours and all other pertinent interior dimensions of the coach.

All passenger seats will face forward. The coach shall have a minimum seating capacity of two (2) ambulatory passengers excluding the driver's position, and seven (7) positions for personal mobility aid devices such as wheelchairs if feasible with 19,500 GVWR. When the wheelchair positions are not in use, flip up seating shall be provided so as to accommodate a minimum of twenty-four (24) passenger seats excluding the driver's position. All seats shall be pedestal style seating that mounts to both the sidewall and floor of the bus. The seats shall be comparable to the Freedman Seating Company, Featherweight Mid-Back Rigid Featherweight with black top and corner grab rails or an approved equal. The seat fabric shall be Freedman Seating, 688 New Port Cadet Blue vinyl or equal; supplier may provide other fabrics or colors with approval from TVT. All seats shall be flip up, fully upholstered, and padded. All applicable FMVSS 302 seat standards apply and are flip seats as required.

The aisle between the seats shall be no less than seventeen (17) inches wide at seated passenger hip height. Seat backs shall be shaped to increase this dimension to no less than twenty-four (24) inches at standing passenger hip height.

1.14.2 Structure and Design

The passenger seat frame and its supporting structure shall be constructed and mounted so that space under the seat is maximized to facilitate cleaning. The structure shall be of sufficient strength for the intended service. The underside of the seat and the side wall shall be configured to prevent debris accumulation and the transition from the seat underside to the coach side wall to the floor cove radius shall be smooth. All transverse objects, including seat backs, modesty panels, and longitudinal seats, in front of forward facing seats shall not impart a compressive load in excess of one thousand (1,000) pounds onto the femur of passengers ranging in size from a 5th percentile female or a 95th percentile male during a 10g deceleration of the coach. This deceleration shall peak at .05 +/- .015 seconds from initiation. Permanent deformation of the seat resulting from two (2) 95th percentile males striking the seat back during this 10g deceleration shall not exceed two (2) inches, measured at the aisle side of the seat. Structural failure of any part of the seat or side wall shall not introduce a laceration hazard.

The seat assembly shall withstand static vertical forces of five hundred (500) pounds applied to the top of the seat cushion in each seating position with less than ½-inch permanent deformation in the seat or its mountings.

The seat assembly shall withstand static horizontal forces of five hundred (500) pounds evenly distributed along the top of the seat back with less than ¼-inch permanent deformation in the seat or its mountings. The seat backs at the aisle position and at the window position shall withstand repeated impacts of two (2) 40-pound sandbags without visible deterioration.

1.14.3 Construction and Material

Seat cushion material shall be Freedman standard seat cushion material, or equals. The upper rear surface of the modesty panels located immediately forward of seats shall be padded and/or constructed of energy absorbing materials to provide passenger head protection. Protection shall be afforded to passengers ranging in size from a six-year-old child to a 95th percentile male to prevent head injury or more than 400 HIS during 10g deceleration. Seats and other pads shall be securely attached and shall be detachable by means of simple tools so that they are easily removable by the maintenance staff but not by the passengers. To the extent practicable, seats and pads shall be interchangeable throughout the materials. All material and workmanship shall conform to SPI standards and specifications in tests for plastic foam. The material shall have high resistance to tearing, flexing, and wetting.

TVT requires the proposer to guarantee that the coach manufacturer shall provide service and parts support on the proposed seats over the 7-year life span of the coach.

1.14.4 Passenger Aisle Width

TVT requires an aisle width of seventeen (17) inches minimum to facilitate the movement of passengers. Scale drawings and measurements shall be submitted illustrating the aisle width with the specified seat, and clearly indicating aisle width in inches.

1.15 DRIVER'S SEAT

1.15.1 Dimensions

The driver's seat shall be comfortable and adjustable, Hi-Back with two way adjustable headrest, lumbar support and RH folding arm. Seat shall be a power factory Ford seat in full black vinyl with integrated lap and shoulder belts or equal. A minimum of three (3) inches of clearance shall be provided between the back of driver's seat and the driver barrier at the point closest to the driver's seat. Seat shall be mounted on OEM’s standard seat frame

1.16 FLOORING

1.16.1 Vestibule

The Vestibule area flooring: Shall be Altro Meta 2.2mm flooring material or approved equal, Genome in color and shall be a non skid material that remains non-skid effective in all weather conditions. The floor covering, as well as the transitions, shall be smooth and present no tripping hazards. A yellow standee line shall extend in line with the driver's barrier across the entire aisle. The standee line shall be two (2) inches wide and the color of the standee area shall match the step nosing.

1.16.2 Passenger Area Flooring

The floor in the passenger area shall be Altro Meta 2.2mm flooring material or approved equal, Genome in color and shall be a non skid material that remains non-skid effective in all weather conditions. The floor covering shall fit closely to the sidewall cove and extend to the top of the cove. The floor covering in the passenger compartment shall be the same as in the front entrance platform and steps.

The floor covering shall be attached continuously to the subfloor by waterproof adhesive without voids. All seams and interfaces with the wall, wheel wells, etc., shall be covered with trim that shall provide a floor that is free of tripping hazards and easy to clean by dry or wet wash methods with cleaning solutions. Clear or black silicone caulking shall be used at any point such as seams where moisture may enter in the flooring material.

1.16.3 Driver's Compartment Flooring

The OEM chassis flooring material is acceptable for the driver’s compartment flooring.

1.17 WINDOWS

1.17.1 Side Passenger Window Materials

TVT prefers slide-opening, laminated safety glass passenger windows that open at the upper part of the window.

Glazing shall be 1/8-inch automotive safety glass conforming with requirements of FMVSS 217. Windows on the coach sides shall be tinted the maximum neutral color, complimentary to the coach exterior. The maximum ASTM E-424, and the luminous transmittance shall be no less than 20 percent (20%) luminous or 31% tint.

Windows are to be designed to properly operate for the life of the coach, not requiring any special lubricants or excessive maintenance and shall be of a design that shall enable the replacement of broken glass without removing the entire frame assembly.

The manufacturer shall guarantee the integrity of the side windows specifically relating to stability of window installation in the frame assembly and resistance to water leakage.

1.17.3 Windshield

The windshield shall be a standard tinted windshield as supplied by the OEM chassis manufacturer.

1.17.4 Driver's Side Window

The driver's side window shall be tinted and open completely and permit the seated driver to easily adjust the left outside rearview mirror.

1.18 INSULATION MATERIAL

1.18.1 Properties

Any insulation material used between the inner and outer panels shall be fire-resistant and sealed to minimize entry of moisture and to prevent its retention in sufficient quantities to impair insulation properties. Insulation properties shall be unimpaired by vibration, compacting, or settling during the life of the coach. The insulation material shall be non-hygroscopic and resistant to fungus and breeding insects. Any insulation material used inside the engine compartment shall be fire-resistant and shall not absorb or retain oils or water.

1.19 INSULATION PERFORMANCE

1.19.1 Thermal Insulation

The combination of inner and outer panels on the sides, roof, and ends of the coach and any material used between these panels shall provide a thermal insulation sufficient to meet the interior temperature requirements specified herein. The coach body shall be thoroughly sealed so that drafts cannot be felt by the driver or passengers during normal operations with the passenger doors closed.

1.19.2 Sound Insulation

The combination of inner and outer panels and any material used between them shall provide sufficient sound insulation so that a sound source with a level of 80 dBA measured at the outside skin of the coach shall have a sound level of 65 dBA or less at any point inside the coach. These conditions shall prevail with all openings, including doors and windows closed and with the engine and accessories switched off.

The coach-generated noise level experienced by a passenger at any seat location in the coach shall not exceed 83 dBA and the driver shall not experience a noise level of more than 75 dBA under the following test conditions. The coach shall be empty except for test personnel, not to exceed four (4) persons, and the test equipment. All openings shall be closed and all accessories shall be operating during the test. The coach shall accelerate at full throttle from a standstill to thirty-five (35) mph on level commercial asphalt or concrete pavement in an area free of large reflecting surfaces within fifty (50) feet of the coach path. During the test, the ambient noise level in the test area shall be at least ten (10) dBA lower than the coach under test. Instrumentation and other general requirements shall conform to SAE Standard J366. If the noise contains an audible discrete frequency, a penalty of five (5) dBA shall be added to the sound level measured.

1.20 DRIVER AREA ANCILLARY FEATURES

1.20.1 Dash Panels

To the extent practicable, areas that are visible from outside the coach in the vicinity of the dash panel and cowl shall be configured to preclude use or storage of items.

1.20.2 Visors

Adjustable sun visor(s) shall be provided for the driver's side of the windshield. Visors shall store out of the way and shall not obstruct air-flow from the climate control system or from other equipment such as the radio handset or the destination control. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand. Sun visor construction and materials shall be strong enough to resist breakage during adjustments. Visors may be transparent but shall not allow a visible light transmittance in excess of ten percent (10%). Visors, when deployed, shall be effective in the driver's field of view at angles more than five percent (5%) above the horizontal.

1.20.3 Exit Signal

Passenger chime signal to be operated by bright yellow pull cords located above the side windows. A passenger chime signal tape shall be located in the wheelchair tie-down location so as to be easily accessible to the passenger in a personal mobility aid device. The passenger chime shall be located outside of the electrical box and shall be located in an approved location in the driver's compartment.

Instructional decals on use of the passenger chime signal system to be provided. TVT’s approval is required on placement and design of decals.

Coach shall be equipped with an illuminated back-lighted sign over the front area entrance which must be visible by the driver and passengers. The sign shall read "Stop Requested". Sign to be incorporated with single chime and be minimum size of two (2) inches by six (6) inches. Sign shall re-cycle upon opening of the front door.

1.21 MIRRORS

1.21.1 Exterior Mirrors

The bus shall be equipped with a corrosion-resistant, outside rearview mirror on each side of the coach. The mirrors shall permit the driver to view the highway along both sides of the bus including the rear wheels. Each rear view mirror shall measure at least seven (7) inches by eight (8) inches and have a minimum surface area of fifty-six (56) square inches. Mirrors shall be firmly attached to the coach to prevent vibration and loss of adjustment, but not so firmly attached that the coach or its structure is damaged when the mirror is struck in an accident. Mirrors shall retract or fold sufficiently to allow automatic washing operations. Heated and electronically adjustable from the driver's compartment is required.

The outside rearview mirrors shall be resistant to scratches and paint chipping (mirror type and finish to be approved by TVT). Mirrors shall have built in detents to allow the return of the mirror to the previous position if bumped or hit.

1.21.2 Interior Mirrors

Mirrors shall be provided for the driver to observe passengers throughout the coach without leaving his/her seat and without shoulder movement. With a full standee-load, including standees in the vestibule, he shall be able to observe passengers in the front and rear step wells, anywhere in the aisle, and in the rear seats. Interior mirrors shall not be in the line of sight to the right exterior mirror.

1.22 PASSENGER ASSISTS

1.22.1 General Requirements

(a) Passenger assists shall be convenient in location, shape, and size for both the 95th percentile male and the 5th percentile female standee.
(b) The assists shall be between one and one-quarter and one and one-half inches in diameter or width with radii no less than one and one-half inches of knuckle clearance around the assist.
(c) A crash resulting in a one (1) foot intrusion shall not produce sharp edges, loose rails, or other potentially dangerous conditions associated with a lack of structural integrity of the assist.
(d) Any joints in the assist structure shall be underneath supporting brackets and securely clamped to prevent passengers from moving or twisting the assists.
*****(e) All areas of the passenger assists that are handled by passengers including functional components used as passenger assists, shall be of anodized aluminum or stainless steel.
(f) Assists shall withstand a force of three hundred (300) pounds applied over a 12-inch lineal dimension in any direction normal to the assist without permanent visible deformation. Brackets, clamps, screw heads, and other fasteners used on the passenger assists shall be flush with the surface and free of rough edges.

***** WAIVER (Manufacturers may use the following specification item in place of Item (e), above: All areas of the passenger assists that are handled by passengers including functional components used as passenger assists, shall be of anodized aluminum, stainless steel, or yellow plastic coating over a metal base. Plastic coating shall be durable over the life of the coach, resist vandals, chemicals secreted by passengers' hands, and common cleaning agents.

1.22.2 Front Doorway

Front doors, or the entry area, shall be fitted with assists no less than ¾-inch in width. Assists shall be as far outward as practicable, but shall be no further than 6 inches from the outside edge of lower step tread and shall be easily grasped by 5th percentile female boarding from street level.

1.22.3 Vestibule

The aisle side of the driver's barrier and the modesty panels shall be fitted with vertical passenger assists that are functionally continuous with the overhead assist and that extend to within thirty-six (36) inches of the floor. These assists shall have sufficient clearance from the barrier to prevent inadvertent wedging of a passenger's arm. A horizontal passenger assist shall be located across the front of the coach and shall prevent passengers from sustaining injuries on the fare collection device or windshield in the event of a sudden deceleration. Without restricting the vestibule space, the assist shall provide support for a boarding passenger from the front door through the fare collection procedure. All passenger assists and grab rails must also be of a configuration to allow easy entry and exit to the driver's area. TVT reserves the right to review manufacturers configuration prior to award of the Contract. The assist shall be no less than 36 inches above the floor or the average step tread surface. The assists at the front of the coach shall be arranged to permit a 5th percentile female passenger to easily reach from the door assist to the front assist to vertical assists on the driver's barrier or front modesty panel. Assists must be padded to reduce risk of passenger injury in the vestibule area.

1.22.4 Overhead

Except forward of the standee line, a continuous, full grip, overhead assist shall be provided. This assist shall be convenient to standees anywhere in the coach behind of the wheelchair securement area and shall be located over the center of the aisle seating positions. The assist shall be no less than seventy (70) inches above the floor. Overhead assists shall simultaneously support one hundred fifty (150) pounds on any 12-inch length. No more than five (5) percent of the full grip feature shall be lost due to assist supports.

1.23 EXTERIOR ROUTE DISPLAY

1.23.1 Destination Signage

1.23.1.1 General

Electronic destination signs shall be installed in the front of the coach and the right side behind the wheel chair lift door above the first passenger window and a route number display at the rear of the coach. Signs shall have LED display, preferably white in color.

The operator control unit shall be equipped with a PCMCIA port for data uploading, multi-key conductive rubber keypad, vacuum fluorescent display and decimal/hexadecimal capabilities. It shall be capable of standard, modernized Luminator technology features.

Successful proposer will provide a total of two (2) data transfer cards. Required hardware for downloading information from computer to transfer card shall be included.

Power to the sign system shall be constant at all times vehicle is operating.

The sign boxes of the sign shall inhibit entry of dirt, dust, water and insects during normal operation or cleaning. Access shall be provided to clean the inside of destination sign windows and to remove or replace the sign mechanism.

Access panels shall be located for ease of maintenance or replacement.

The vehicle manufacturer shall comply with the destination sign manufacturer's recommended mounting configuration and installation procedures to assure optimum visibility of the sign displays.

The destination message of all signs shall be readable by a person with 20/20 vision from a distance of two hundred fifty (250) feet [fifty (50) feet for the side signs and one hundred fifty (150) feet for the rear signs]. The sign shall have equal readability at sixty-five (65) degrees on either side of a line perpendicular to the center of the mean plane of the display.

The sign shall be easily readable from the sidewalk level when facing the sign at the front of the coach.

The destination sign system must have provisions to meet the requirements of Title 49 CFR, Part 38, Subpart B, 38.39 concerning accessibility for disabled passengers.

Approved as meeting this section is the Luminator Horizon LED model coach display both front and side signs along with the message writer and MTU. Both the front and side signs are to be 14 x 130 LED matrix. Front sign shall be a 4.3" x 39" display and front side window sign shall be appropriate for the window opening. The sign is required to operate on 12 volts with an embedded controller. The sign must store up to 100 messages and be programmed with a flash card.

1.23.2 Destination Signs - Readings

A list of TVT's destination sign readings shall be supplied to the successful bus manufacturer to allow the signs to be preprogrammed with the correct readings prior to delivery.

1.24 FARE COLLECTION-OPTION

The coach shall be designed and equipped with **a EPCO** Main Fare Box M4 fare box collection device mounted at the front of the coach. The location of the fare collection device shall be designed as to not restrict traffic in the vestibule and shall allow the driver to easily reach the coin drop levers and to view the change platform. The location of the fare collection device shall not restrict access to the driver's area and shall not restrict operation of the driver controls. The location of the fare collection device shall permit accessibility to the vault for easy manual removal or attachment of suction devices. The vault will be keyed with the front lock PR38 key and the rear lock PR39 key. A 10-amp, 12-volt, DC, protected circuit shall be available to power the fare collection device. This power service shall include a grounded lead with both wires enclosed in a flexible conduit. The floor under the fare collection device shall be reinforced, as necessary, to provide a sturdy mounting platform and to prevent shaking of the fare collection device. The floor under the front entrance platform shall be reinforced. If the fare box option is not taken, wiring for the fare box will be supplied and left under the floor where the fare box would mount.

1.25 WHEELCHAIR EQUIPMENT

1.25.1 Wheelchair Lift

All coaches must be wheelchair lift equipped with equipment that meets all provisions of the Americans with Disabilities Act. TVT requires the wheelchair lift to be placed as close to the front door curbside as physically possible. The lift shall provide ingress and egress quickly, safely, comfortably for a passenger in a wheelchair from the street level or curb. When the system is not in use, it shall stow in at the curbside directly behind the lift door. The controls shall be simple to operate with no complex phasing operations required and the loading operation shall be under the surveillance and complete control of the driver.

A switch shall be provided in the driver's area to disarm the ramp/lift system. The coach shall be prevented from moving during the loading or unloading cycle by a transmission interlock system. The incorporation of the wheelchair loading system shall not present a hazard nor inconvenience any seated passenger. The wheelchair loading platform shall be no less the thirty-four (34) inches wide by fifty-four (54) inches in length and be capable of accommodating a total load of eight hundred (800) pounds minimum. It shall accommodate all standard wheelchair vehicles (both manual and electric), alternative vehicles such as three-wheel carts or

standing passengers as required by the Americans with Disabilities Act. Wheelchair lift shall be Ricon "S" series or approved equal. Standing passengers using the lift equipment shall be provided with appropriate handgrips and passenger assists to ensure safety.

The device shall be inhibited from retracting or folding when a passenger is on the platform. A passenger on the lift platform shall be able to easily obtain support during the entire loading or unloading operation by grabbing the passenger assist located on the doors or other assist provided for this purpose. The platform shall be designed to protect the device from damage and person on the sidewalk from injury during the extension and lowering phases of operation. The loading platform shall be covered with a replaceable or renewable, non-skid material and shall be fitted with devices to prevent the wheelchair from rolling off the ends or sides during loading or unloading. When the lift platform is rising, no hazard shall be presented to passengers between the platform and the bottom edge of step and other parts of the lift mechanism. When fully raised, the transition from the platform to the floor shall be smooth.

The device shall function without failure or adjustment for five hundred (500) cycles or five thousand (5,000) miles in all weather conditions on the design operating profile when activated once during the idle phase. A manual override system shall permit unloading a wheelchair and storing the device in the event of primary power failure.

The lift shall be operated from a remote controlled wired controller from the street level and if necessary inside the rear of the coach.

1.25.2 Accommodations for Personal Mobility Aid Devices

Provisions shall be furnished for the accommodation of seven (7) wheelchairs. Proposers shall furnish information on proposed seat layout and wheelchair tie-down locations. TVT requires that the wheelchair tie-down locations meet the requirements of the Americans with Disabilities Act and that the ADA Securement System meet the standards.

Flip up seat assemblies as close to the lift as practical, shall be provide to allow space and secure tie-down for seven (7) forward facing wheelchair passengers Q'straint QRT Standard or approved equal tie downs, four per wheel chair position shall be provided. A passenger exit signal shall be placed at each tie-down position for the wheelchair passenger with the signal tape being no higher than four (4) feet above the floor in this area.

No portion of the wheelchair or its occupant shall protrude into the normal aisle of the coach when parked in the designated parking spaces

Lights shall be provided at the doorway equipped with the wheelchair lift to floodlight the loading area. The lamps shall illuminate when the lift is in operation and shall illuminate the street surface to a level of no less than one (1) foot-candle for a distance of three (3) feet outward from the step-tread edge.

The Proposer Must Comply with all 49 CFR Part 38 AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES.

1.26 DOCUMENTS

Documents such as Maintenance Manuals **(required)**, Parts Manuals, Operating Manuals **(required)**, and Service Bulletins **(required as needed)**, one (1) each, required under this section shall be shipped during the coach delivery period and addressed to:

TITLE: Operations Manager
Treasure Valley Transit

ADDRESS: 1136 W. Finch Drive
Nampa, ID 83651

All manuals must be in English. Parts manual shall have both an alpha and numeric listing. Maintenance manuals must reflect coach as built with electrical wiring diagrams included and recommended preventative maintenance schedule.

2.0 GENERAL CHASSIS

2.1 VEHICLE PERFORMANCE - PROPULSION SYSTEM

2.1.1 Power Requirement

Propulsion system and drive train shall provide power to enable the coach to meet the defined acceleration, top speed, and gradability requirements. Sufficient excess power shall be available to operate all accessories.

2.1.2 Top Speed

The coach shall be capable of a top speed of sixty-five (65) mph for interstate service and shall be governed to not exceed sixty-five (65) miles per hour.

2.1.3 Gradability

Gradability requirements shall be met on grades with a surface friction coefficient of 0.3 and above at SLW with all accessories operating. The standard configuration power plant shall enable the coach to maintain a speed of sixty-five (65) mph on a two and one-half percent (2 1/2 %) grade and forty-five (45) mph on a sixteen (16) percent grade.

2.2 POWERPLANT MOUNTING AND ACCESSORIES

2.2.1 Mounting

The power plant shall be front mounted in the factory supplied chassis compartment. Access shall from a front opening hood.

2.2.2 Service

Engine oil and the radiator filler caps shall be accessible from outside the coach by opening the front hood. All fluid fill locations shall be properly labeled with permanent markings to help ensure correct fluid is added and all fillers shall be easily accessible with standard funnels, pour spouts, and automatic dispensing equipment. All lubricant sumps shall be fitted with magnetic-type, external, hex head, drain plugs of a standard size.

2.2.3 Accessories

Alternator: Alternator system shall be dual 12 volt 150 amps minimum.

Hoses: TVT prefers silicone type hoses with constant torque clamps throughout each coach. OEM hoses if uncut may be used. Any cut or new hoses must be silicone.

2.3 POWERPLANT

2.3.1 Engine

TVT requires that the engines be of the same make and year of manufacture as the chassis.

The engine shall be of sufficient power and torque to propel the vehicle at its fully laden weight of 19,500 pounds at sixty-five (65) miles per hour on a flat surface at an altitude of 3,000 feet. Access shall be from a front opening hood.

The following specifications must be met and the proposer must guarantee that the chassis used, conversion

materials and the company performing the conversion meet or exceed the following requirements:

Requirements for Conversions:

• Vehicles must be ordered with a long life CNG Fuel Capable Engine from the OEM chassis manufacturer.
• The modifier (final stage manufacturer, body builder, installer, alterer, or subsequent stage manufacturer) is responsible for US Federal, California, or Canadian exhaust and emissions requirements when converted to CNG.
• The modifier is responsible for applicable F/CMVSS requirements. For CNG fueled vehicles, FMVSS 303/304 and CMVSS 301.1/301.2 and NFPA standards apply.
• The modifier is responsible for the warranty of the new fuel system added to the vehicle including CNG fuel tanks, lines, etc. and revised engine calibration.
• The modifier should provide information to TVT explaining CNG/LPG fuel system operation and maintenance, identifies the unique components associated with the fuel system conversion, and proper contacts for parts and service for the CNG fuel system.

• Certifications listed under required technical specifications must be provided.

The engine electronic controls shall contain such features as fully electronic injectors; fully programmable electronic control module; and electronic foot pedal assembly.

The engine provided must comply with the New Bus Testing Requirements. The documentation shall be provided prior to delivery of the coach. In lieu of this documentation, TVT shall accept a letter from the FTA stating that the engine and CNG conversion does not have to be tested at the Altoona test facilities. TVT shall not accept the delivery of the coach without this information.

TVT reserves the right to use any authorized engine dealer or distributor to perform repairs under the warranty provision.

2.3.2 COOLING SYSTEM
Temperature of operating fluids on the coach shall be controlled by a cooling system. The cooling system shall be sized to maintain fluids at safe, continuous operating temperatures during the most severe operations possible with the coach loaded to GVWR and with ambient temperatures up to one hundred fifteen (115) degrees F. The engine shall be cooled by a water-based pressure type cooling system that does not permit boiling or coolant loss during the operations described above.

The radiator shall be heavy-duty tube-type radiator with continuous fins designed to aid in the cleaning of the radiator. The radiator must be able to withstand rigorous stops and provide service in warm dirty climate.

2.3.3 TRANSMISSION
The transmission shall be an automatic design with an electronically controlled overdrive high gear. If available, the transmission shall have a manual over-ride to lock out the overdrive function for stop and go city driving.

A heavy-duty external transmission oil cooler is required if it is offered as standard or optional equipment from the vehicle manufacturer. Aftermarket transmission oil cooler is not acceptable.

2.4 EMISSIONS

2.4.1 GAS AND SMOKE
The coach shall meet all applicable Federal, State, and local emission standards.

2.4.2 EXHAUST LOCATION

TVT requires that exhaust gases and waste heat be discharged to the street side at the rear of the coach.

2.4.3 EXTERIOR NOISE

Airborne noises generated by the coach and measured from either side shall not exceed eighty-three (83) dBA under full power acceleration when operated at or below thirty-five (35) mph at curb weight and just prior to transmission upshift. The maximum noise level generated by the coach pulling away from a stop at full power shall not exceed eighty-three (83) dBA. The coach-generated noise at curb side shall not exceed 65 dBA. If the noise contains an audible discrete frequency, a penalty of 5 dBA shall be added to the sound level measured. All noise readings shall be taken fifty (50) feet from, and perpendicular to, the centerline of the coach with all accessories operating. Instrumentation and test sites and other general requirements shall be in accordance with SAE Standard J366. The pull-away test shall begin with the front bumper even with the microphone. The curb idle test shall be conducted with the rear bumper even with the microphone.

2.5 FINAL DRIVE

The coach shall be driven by a single heavy-duty full floating type axle at the rear. The rear axle shall be of construction with a load rating sufficient for the coach loaded to GVWR. Transfer of gear noise to the coach interior shall be minimized. The drive shaft shall be guarded to prevent it striking the floor of the coach or the ground in the event of a tube or universal joint failure. No less than three (3) safety loops are required.

2.6 SUSPENSION

2.6.1 GENERAL REQUIREMENTS

The front axle shall be non-driving with a load rating sufficient for the coach loaded to GVWR. Rear axle shall have a MOR/RYDE REAR SUSPENSION SYSTEM with a load rating sufficient for the coach loaded to GVWR. The suspension system shall last the life of the coach without major overhaul or replacement. Adjustment points shall be minimized and shall not be subject to a loss of adjustment in service. Necessary adjustments shall be easily accomplished without removing or disconnecting the components.

2.6.2 FRONT AXLE

TVT requires a heavy-duty front axle rated to support the 19,500 pound GVWR of the vehicle.

2.7 SPRINGS AND SHOCK ABSORBERS

2.7.1 DAMPING

Vertical damping of the suspension system shall be accomplished by heavy-duty hydraulic shock absorbers mounted to the suspension arms or axles and attached to an appropriate location on the chassis. Damping shall be sufficient to control coach motion to 4 cycles or less after hitting road perturbations.

2.7.2 LUBRICATION

All elements of steering, suspension, and drive systems requiring scheduled lubrication shall be provided with grease fittings conforming to SAE Standard J534. These fittings shall be located for ease of inspection, and shall be accessible with a standard grease gun without flexible hose end from a pit or with the coach on a hoist. Each element requiring lubrication shall have its own grease fitting with a relief path. Lubricant specified shall be standard for all elements on the coach serviced by standard fittings.

2.8 STEERING

2.8.1 STRENGTH

Fatigue life of all steering components shall be no less than two hundred thousand (200,000) miles. No element of the steering system shall fail before suspension system components when one of the tires strikes a severe road hazard. Inadvertent alterations of steering as a result of striking road hazards are steering failures.

2.8.2 STEERING EFFORT

Coach shall be equipped with a full tilt steering column. The steering wheel shall be removable with a standard or universal puller.

Hydraulically-assisted power steering shall be provided. The steering gear shall be an integral type with flexible lines eliminated or the number and length minimized. Steering torque applied by the driver shall not exceed 10 foot-pounds with the front wheels straight ahead to turned ten (10) degrees. Steering torque may increase to 70 foot-pounds when the wheels are approaching the steering stops. Steering effort shall be measured with the coach at SLW, stopped with the brakes released and the engine at normal idling speed on clean, dry, level, commercial asphalt pavement and the tires inflated to recommended pressure. Power steering failure shall not result in loss of steering control. With the coach in operation the steering effort shall not exceed fifty-five (55) pounds at the steering wheel rim and perceived free play in the steering system shall not materially increase as a result of power assist failure. Gearing shall require no more than four (4) turns of the steering wheel lock-to-lock.

Caster angle shall be selected to provide a tendency for the return of the front wheels to the straight position with minimum assistance from the driver.

2.9 BRAKES

The service brakes shall be hydraulic self-adjusting four-wheel disc or approved equal. Brakes shall be of the anti-lock (ABS) type on all wheels.

2.9.1 FRICTION MATERIAL

Brake pads or linings must be designed and approved for use on the vehicle being proposed. Brake lining must provide optimum performance with the brake system being used and shall minimize brake noise under all weather conditions. Non asbestos material shall be used in the brake lining.

2.10 WHEEL AND TIRES

Wheels shall be OEM standard white 19.5” steel wheel. All wheels shall be interchangeable. Wheels shall be comparable with tires in size and load-carrying capacity. All wheels and tires shall be balanced as an assembly. Wheels to be provided shall accommodate tubeless tires. One spare wheel per bus shall be provided.

2.10.2 TIRES

Tires shall be new 225/70R19.5F or as supplied by the chassis manufacturer to meet GVWR. All supplied tires shall be mounted on the wheels and balanced. Tires shall be suitable for the conditions of transit service and sustained operation at the maximum speed capability of the coach, or the national speed limit whichever is lower. Load on any tire at GVWR shall not exceed the tire supplier's rating.

2.11 FUEL SYSTEM

2.11.1 FUEL TANK(S)

The fuel tanks shall be type 3 or type 4 CNG with a capacity or not less than 60 gallons total gasoline equivalent. The fuel tanks shall be securely mounted to the bus to prevent movement during bus maneuvers. Tanks shall be protected from road debris by a stainless steel shield/skid plate.

2.11.2 CNG Fuel System

The CNG conversion shall be a BAF or equal conversion approved by TVT. Installer shall be approved by BAF. Written approval must be submitted with the response to this RFB to be accepted.

2.11.3 FUEL FILLER

A hinged cover will be placed over the fuel filler recess to keep debris and liquids out of the filler and its surrounding area. Cover when open cannot interfere with the filling of the CNG tanks. An uncovered recessed CNG pressure gauge, suitable for fast fill applications will be installed near the filler door. The fuel filler assembly shall be equipped with the ANSI/AGA NGV1 certified "Sherex/OPW" 3600 psi CNG fueling port receptacle. The fueling port receptacle location shall be such that connection by fueling personnel can be performed without physical strain or interference. The receptacle P/N: CL50 will also include dust cap. The dust cap shall be permanently "tethered" to the fueling port receptacle. The fueling port receptacle access door shall be equipped with an interlock sensor which disables the engine starting system when the access door is open, to prevent drive-aways. The interlock shall be of the type such that if the sensor fails, the bus will not start.

2.12 BUMPER SYSTEM

2.12.1 LOCATION

Bumpers shall provide impact protection for the front and rear of the coach. The front bumper shall be a standard OEM chrome plated bumper as supplied and installed on the chassis by the chassis manufacturer. The rear bumper shall wrap around the rear of the coach to the extent practicable without exceeding allowable coach width.

2.12.2 REAR BUMPER

The rear bumper and its mounting shall provide impact protection to the coach at curb weight from a two (2) mph impact with a fixed, flat barrier perpendicular to the longitudinal centerline of the coach. When using a yard tug with a smooth, flat plate bumper two (2) feet wide contacting the horizontal centerline of the rear bumper the bumper shall provide protection at speeds up to five (5) mph, over pavement discontinuities up to one (1) inch high and at accelerations up to 2 mph/sec. The rear bumper shall protect the coach, when impacted anywhere along its width by the striker defined in FMVSS #215 loaded to four thousand (4000) pounds, at four (4) mph parallel to the longitudinal centerline of the coach or into the corners up to a thirty (30) degree angle to the longitudinal centerline of the coach. The rear bumper or bumper extensions shall be shaped to preclude unauthorized riders standing on the bumper and shall wrap around the coach to protect the engine compartment doors and radiator. The bumper extensions shall not hinder service and shall be flared into the coach body with no protrusion or sharp edges. The bumper shall be independent of all operation during the service life of the coach. Any flexible portion of the bumper may increase the overall coach length by no more than six (6) inches.

2.12.3 BUMPER MATERIAL

The rear bumper material shall be corrosion-resistant. Visible surfaces of the bumper shall either be black in color or consistent with the color of the coach exterior. The quality of the bumper color shall be sustained throughout the service life of the coach.

2.13 ELECTRICAL SYSTEM

2.13.1 GENERAL REQUIREMENTS

The electrical system shall provide and distribute power to ensure satisfactory performance of all electrical components. The system shall supply a nominal twelve (12) volts of direct current. Electrical power provided for the fare collection device and the radio shall be twelve (12) volts, D.C. The power generating system shall be rated sufficiently higher than the total possible electrical load to maintain the charge on the batteries at all operating conditions including the engine at idle.

Redundant grounds shall be used for all electrical equipment, except where it can be demonstrated that redundant grounds are not feasible or practicable. One ground may be the coach body and framing. Grounds shall not be carried through hinges, bolted joints (except those specifically designed as electrical connectors),

or power plant mountings. Electrical equipment shall not be located in an environment that shall reduce the performance or shorten the life of the component or electrical system. Major wiring harnesses shall not be located under the coach floor, and under-floor wiring shall be eliminated to the extent practicable. Wiring and electrical equipment necessarily located under the coach shall be insulated from water, heat, corrosion, and mechanical damage.

The wiring for the fare collection device shall be continuous power, at least eight (8) amp draw must be provided through this wiring. Power shall be supplied through all modes of the battery switch.

2.13.2 MODULAR DESIGN

Design of the electrical system shall be modular so that each major component, apparatus panel, or wiring bundle is easily separable with standard hand tools or by means of connectors. Each module, except the main body wiring harness, shall be removable and replaceable in less than ninety (90) minutes by a 3M mechanic. Power plant wiring shall be an independent wiring module. Replacement of the engine compartment wiring module(s) shall not require pulling wires through any bulkhead or removing any terminals from the wires.

2.13.3 WIRING AND TERMINALS

All wiring between major electrical components and terminations, except battery wiring, shall have double electrical insulation, shall be waterproof, and shall meet specifications and all wiring shall be grouped, numbered, and color-coded full length. All wiring harnesses shall be routed above the floor of the coach except wiring needed to support components under the floor. Installation shall permit ease of replacement. All wiring harnesses over five (5) feet long and containing at least five (5) wires shall include 10 percent (10%) excess wires for spares that are the same size as the largest wire in the harness excluding the battery cables. Wiring harnesses shall not contain wires of different voltages unless all wires within the harness are sized to carry the current and insulated for the highest voltage wire in the harness. Double insulation shall be maintained as close to the terminals as practicable. The requirement for double insulation shall be met by wrapping harnesses with plastic electrical tape or by sheathing all wires and harnesses with nonconductive, rigid or flexible conduit. Grommets of elastomeric material shall be provided at points where wiring penetrates metal structure. Wiring supports shall all be nonconductive. Precautions shall be taken to avoid damage from heat, water, solvents, or chafing. Wiring length shall allow replacement of end terminals twice without pulling, stretching, or replacing the wire. Except for those on large wires such as battery cables, terminals shall be crimped to the wiring and may be soldered only if the wire is not stiffened above the terminal and no flux residue remains on the terminal. Terminals shall be full ring type or interlocking and corrosion-resistant. T splices may be used when it is less than twenty-five thousand (25,000) circular mills of copper in cross-section: a mechanical clamp is used in addition to solder on the splice; the wire supports no mechanical load in the area of the splice; and the wire is supported to prevent flexing.

All exterior connections on the coaches must be of the weather pac type. All major connectors must be packed with a non-corrosive gel similar to Dow Corning #4 to meet specification MIL0866OB, or Quaker State NBK77 type grease.

2.13.4 JUNCTION BOXES

All relays, controllers, flashers, automatic resetting circuit breakers, and other electrical components should be mounted in easily accessible junction boxes. The boxes shall be sealed to prevent moisture from normal sources, including engine compartment cleaning, from reaching the electrical components and shall prevent fire that may occur inside the box from propagating outside the box. The components and circuits in each box shall be identified and their locations recorded on a schematic drawing permanently glued to or printed on the inside of the box cover or door. The drawing shall be protected for oil, grease, fuel, and abrasion. If a front junction is in stalled on the coach that junction box shall be completely serviceable from the driver's seat or the vestibule without having to remove the driver's seat, front dash assembly or having to work in an area that would be restrictive to easily repair, replace, or test individual fuses, relays, terminals, and all other electrical components. If the junction box is located along the left side wall, it shall be replaceable as a unit in less than fifteen (15) minutes by a 3M mechanic

All electrical connections that are modifications from the factory wiring shall be supplied with NYK-77 electrical grease.

If a front electrical junction box is installed it shall be designed in such a manner as to be weather-proof, and installed in such a position that is easily serviceable, and that does not require the removal or any portion of the power plant unit (radiator, fan drive, water pump, cylinder heads, turbo or similar units) to be readily available for service.

2.14 ELECTRICAL COMPONENTS

2.14.1 GENERAL REQUIREMENTS

All electrical components, including switches, relays, flashers, and circuit breakers, shall be heavy-duty designs. To the extent practicable, these components shall be designed to last the service life of the coach and shall be replaceable in less than five (5) minutes by a 3M mechanic. Sockets of plug-in components shall be polarized where required for proper function and the components shall be positively retained. Any manual reset circuit breakers critical to the operation of the coach shall be mounted in a location convenient to the driver with visible indication of open circuits.

2.14.2 BATTERIES

Batteries shall be easily accessible for inspection and serviceable only from outside the coach and shall be securely mounted on trays. Batteries shall be of premium construction and shall be fitted with threaded stud terminals. TVT requires dual batteries, 700CCA each minimum. Positive and negative terminals shall have different size studs, or the battery terminals and cables shall be arranged to prevent incorrect installation. Battery terminals shall be located for access in less than thirty (30) seconds with jumper cables.

The auxiliary battery tray, if required, shall be stainless steel, shall pull out or swing out easily and properly support the batteries during service. The pull out or swing out requirement is not applicable if the batteries are properly supported in a compartment that allows inspection of indicator and replacement of batteries without lifting. A positive lock shall retain the battery tray in the normal position. Battery cables shall be flexible and sufficiently long to reach the batteries in extended positions without stretching or pulling on any connection and shall not lie on top of the batteries. The battery terminals and cables shall be color-coded with red for the primary positive, black for negative, and another color for any intermediated voltage cables. Batteries cannot be accessible from any point within the passenger area.

2.14.3 MASTER BATTERY SWITCH

A master battery switch shall be provided near the batteries for complete disconnecting of the bus body electrical system from the remainder of the vehicle's electrical system. The master switch shall be accessible in less than ten (10) seconds for activation. The master switch shall be capable of carrying and interrupting the total circuit load. Opening the master switch with the power plant operating shall not damage any component of the electrical system.

The battery master switch shall be accessible through a separate compartment door using no special locking devises so as to be readily available for disabling the circuit in emergency conditions.

2.14.4 RADIO NOISE SUPPRESSION

Proper suppression equipment shall be provided in the electrical system to eliminate interference with radio and television transmission and reception. This equipment shall not cause interference with any electronic system on the coach.

2.15 INTERIOR CLIMATE CONTROL

2.15.1 CAPACITY AND PERFORMANCE

The interior climate control system shall maintain the interior of the coach at a comfort level suitable for the climate conditions found in Ada and Canyon counties, Idaho. The heating, ventilating, air conditioning (HVAC) system must be able to maintain an average passenger comfort temperature between sixty-five (65) and seventy-five (75) degrees F with a relative humidity of 50 percent (50%) or less. The heating system shall maintain these conditions in ambient temperatures of negative twenty (-20) degrees F while the coach is operating on the standard operating profile with a full seated load. Temperatures measured six (6) inches above the floor shall be no less than eight (8) degrees F of the average temperature at the top surface of the seat cushion and no less than sixteen (16) degrees F less than the average temperature measured six inches from the ceiling. The average temperature from the driver's compartment to the back of the coach shall not vary more than four degrees F from the average coach temperature.

The HVAC system shall be of the automatic type. Switches shall be provided on the instrument panel allowing the driver to either turn on or off the system and regulate the temperature.. These controls shall be in addition to the front defroster and driver heater. The HVAC must be highly reliable and capable of operating twenty-five thousand (25,000) miles between a Class 2 failure. System must be able to maintain an interior temperature or not more than 78 degrees F when the coach is in traffic under full sunlight with an ambient temperature of 105 degrees F. All air filters shall have metal frames and be capable of being cleaned.

A complete fan coil package shall be provided containing evaporator, heater, condenser, and all associated fans and controls shall mount in the rear of the coach above the engine. The compressor/clutch assembly shall be mounted in the compartment and be belt driven from the engine or transmission. Roof mounted A/C system shall be accepted only if coach manufacture demonstrates the system cannot be mounted under the vehicle and vehicle height cannot exceed the opening of any bridge or other structure along the operation’s demand response service in Canyon County.

Proposer must supply complete A/C specifications to demonstrate compliance with the above requirements. To assure compliance with the performance specifications in the specification, the manufacturer must submit certification of the air conditioning test described as follows:

2.15.3 COMPONENTS

The performance and reliability of the heating, ventilation and air conditioning is of paramount importance to TVT because of the impact this system has on both the passengers and the public perception of the system. TVT has identified certain components which are critical to the operation of the system. System shall use R134 freon or approved equal:

The following are required specifications:

- Air Conditioning Systems Output
  Output driver: 15,000 BTU minimum
  Output passenger area: 103,000 BTU minimum

- Dehydrator/Filter

The air conditioning systems shall be equipped with a replaceable dryer of sufficient size for the systems. Schrader valves shall be provided for testing the systems along with shutoff valves to allow the dryer, compressors and receiver tanks to be isolated so as to minimize the loss of Freon.

- Heating Systems
  Output driver: 15,000 BTU minimum
  Output passenger area: 85,000 BTU minimum

2.15.4 AIR FLOW-PASSENGER AREA

The cooling mode of the interior climate control system shall introduce air into the coach at or near the ceiling height at a minimum rate of twenty-five (25) cubic feet per minute per passenger based on the standard configuration coach with full standee load. This air shall be composed of no less than 20 percent (20%) outside air. Air flow shall be evenly distributed throughout the coach with air velocity not exceeding sixty (60) feet per minute on any passenger. The ventilating mode shall provide outside air at a minimum flow rate of twenty (20) cubic feet per minute per passenger. When operating in the ventilation mode, 100 percent (100%) of the air introduced into the coach shall be outside air.

Air flow may be reduced to fifteen (15) cubic feet per minute per passenger when operating in the heating mode with full standee load. Heated air introduced into the coach shall contain no less than 20 percent (20%) outside air. The fans shall not activate until the heating element has warmed sufficiently to assure at seventy (70) degrees F air outlet temperature. Outside air flow may be cut off during initial warm-up, provided no manual manipulation is required.

The manufacturer shall guarantee the integrity of the air conditioning flow system in the passenger area relating to condensation build up and water leakage from the vents into the passenger seating area. TVT has experienced problems with water leakage into the passenger area from the vents and requires the manufacturer to demonstrate (through testing) that the air flow system shall not produce excessive condensation with resulting water leakage.

2.15.5 AIR FLOW-DRIVER'S AREA

The coach interior climate control system shall deliver at least one hundred (100) cubic feet per minute of air to the driver's area when operating in the ventilating and cooling modes. Adjustable vents shall permit variable distribution or shut down of the air flow. Air flow in the heating mode shall be reduced proportionally to the reduction of air flow into the passenger area. The windshield defroster unit shall meet the requirements of SAE Recommended Practice J382, Windshield Defrosting Systems Performance Requirements, and shall have the capability of diverting heated air to the driver's feet and legs. The defroster or interior climate control system shall maintain visibility through the driver's side window.

2.15.6 AIR INTAKES

Outside openings for air intake shall be located to ensure cleanliness of air entering the climate control system, particularly with respect to exhaust emissions from the coach and adjacent traffic. All intake openings shall be baffled to prevent entry of snow, sleet, or water.

Outside air for the coach shall be filtered before discharge into the passenger compartment. The filter shall meet the ASHRAE requirement for 5 percent (5%) or better atmospheric dust spot efficiency, 50 percent (50%) weight arrestance, and a minimum dust holding capacity of one hundred twenty (120) gram per one thousand (1,000) cfm cell. More efficient air filtration may be provided to maintain efficient heater and/or evaporator operation. Air filters shall be capable of being cleaned and easily removed for service. Moisture drains from air intake openings shall be located so that they shall not be subject to clogging from road dirt.

2.16 Route Match

2.16.1 Tablet Computer

The Contractor shall provide a Panasonic Model No. FZ-A1 Tablet Computer for installation. Coach builder shall purchase or manufacture to Panasonic specifications all wiring for installation of the system. Coach builder shall purchase or manufacture to Panasonic specifications a mounting system. The tablet once installed will be readily accessible to the driver, the driver would not accidentally come into contact with it and it would

not prevent normal access and operation of other dashboard instrumentation.

2.17 VIDEO SURVEILLANCE SYSTEM

2.17.1 VIDEO SYSTEM

The Contractor shall provide an 8 camera Seon Video Surveillance system or equal with DVR for installation. Coach builder shall purchase or manufacture to Seon specifications all wiring for installation of the system. Coach builder shall provide, close to the driver's compartment a lockable electrical cabinet that shall have space to mount the DVR. Location of interior and exterior Cameras is to be determined at the time of order placement.

3.0 WARRANTY **REQUIREMENTS**

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement the Contractor warrants and guarantees to the original Procuring Agency each complete coach, and specific subsystems and components as follows:

3.1 COMPLETE COACH

The coach is warranted and guaranteed to be free from defects for three (3) years or thirty-six thousand (36,000) miles, whichever comes first, beginning on the date of acceptance of each coach. During this warranty period, the coach shall maintain its structural and functional integrity. The warranty is based on regular operation of the coach under the operating conditions prevailing in the Procuring Agency's locale. In the event of a conflict between the chassis manufacturer, the coach manufacturer and/or the CNG conversion company, it will the selling dealer's ultimate responsibility to pay the purchaser for the repairs if within the warranty time and mileage requirements due to any above refusing to perform warranty work due to their claiming another firm involved in the manufacture of the vehicle is at fault.

3.2 SUBSYSTEMS AND COMPONENTS Specific subsystems and components should be warranted and guaranteed to be free from defects and related defects for the times and/or mileage given below:

	WHICHEVER OCCURS FIRST	
ITEM	**YEARS**	**MILEAGE**
Engine	3	36,000
Transmission	3	36,000
Drive axle	3	36,000
Brake system (excluding frictional material)	3	36,000

Air conditioning system	2	N/A
Basic body structure (OEM chassis)	3	36,000
Coach Manufacturer	7	200,000
Floor (Wood material)	7	200,000

Response must state exceptions to these requirements.

3.3 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the coach that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Contractors maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the Procuring Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals.

3.4 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the Procuring Agency such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

3.5 DETECTION OF DEFECTS

If the Procuring Agency detects a defect within the warranty periods defined in Section 3.1, it shall promptly notify the Contractor's representative. Within five (5) working days after receipt of notification, the Contractors representative shall either agree that the defect is in fact covered by the warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at the Procuring Agency's property or at the Contractor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Procuring Agency and the Contractor. Work necessary to affect the repairs defined in Section 3.8 shall commence within ten (10) working days after receipt of notification by the Contractor.

3.6 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the Procuring Agency and the Contractors representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Procuring Agency reserves the right to commence the repairs in accordance with Section 3.9.

3.7 SCOPE OF WARRANTY PROVISIONS

The Contractor shall correct a fleet defect under the warranty provisions defined in Section 3: Warranty Requirements. After correcting the defect, the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other coaches purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the coaches.

3.7.1 VOIDING OF WARRANTY PROVISIONS

The fleet defect provisions shall not apply to coach defects caused by noncompliance with the Contractor's recommended normal maintenance practices and procedures.

3.7.2 EXCEPTIONS TO WARRANTY PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to Procuring Agency supplied items such as fare boxes, radios, and tires.

3.8 REPAIR PROCEDURES

3.8.1 REPAIR PERFORMANCE

The Procuring Agency may require the Contractor or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. The work may be done by the Procuring Agency's personnel with reimbursement by the Contractor.

3.8.2 REPAIRS BY CONTRACTOR

If the Procuring Agency requires the Contractor to perform warranty-covered repairs, the Contractors representative must begin within ten (10) working days after receiving notification of a defect from the Procuring Agency, work necessary to effect repairs. The Procuring Agency shall make the coach available to complete repairs timely with the Contractor repair schedule.

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

3.9 REPAIRS BY PROCURING AGENCY

3.9.1 PARTS USED

If the Procuring Agency performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor-specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Procuring Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

3.9.2 CONTRACTOR SUPPLIED PARTS

The Procuring Agency may request that the Contractor supply new parts for warranty-covered repairs being performed by the Procuring Agency. These parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts.

3.9.3 DEFECTIVE COMPONENTS RETURN

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

3.9.4 REIMBURSEMENT FOR LABOR

The Procuring Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours in the flat rate manual or if a manual is not provided the actually required time to correct the defect by the shop rate. Shop rate is $74.18 per hour.

3.9.5 REIMBURSEMENT FOR PARTS

The Procuring Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 5 (five) percent handling charges.

3.10 ADDITIONAL WARRANTY REQUIRMENTS

If any component, unit, or subsystem is repaired, rebuilt, or replaced by the Contractor or by the Procuring Agency's personnel, with the concurrence of the Contractor, the subsystem shall have the unexpired warranty period of the original subsystem.

1. Training Program: **Bidders shall submit** a copy of their recommended training program, delineating the recommended hours for each area provided; the training staff and their qualifications; and the audio/visual media proposed for this contract. Credit will be given for the scope of the proposed training program, instructor qualifications, previous experience of other Procuring Agencies, and other related factors.

2. Technical Publications: **Bidders shall submit** representative samples of all Maintenance, Parts, Sales, and other types of support publications. Bidders shall also provide examples of Service and Parts update bulletins, along with published electrical diagrams and operators manuals

3. Service and Engineering Support: **Bidder shall submit** information regarding the structure, qualifications, and responsiveness of the Service and Engineering support organization. Credit will be assigned based on the qualifications and experience of the S & E organization, as well as other criteria.

4. Parts Service: **Bidders shall submit** information regarding the structure, locations, and policies of the Parts Service organization. Bidders shall identify the name of the Parts Service Representative assigned to the Procuring Agency, as well as the location of the nearest Parts service facility.

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
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PART IV: OFFERORS INFORMATION AND CERTIFICATION

OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA(S):

ADDENDA #	DATE
1.	
2.	
3.	
4.	

The Treasure Valley Transit Standard Purchase Order Terms and Conditions is hereby incorporated by reference into any purchase order resulting from this solicitation as if set forth herein in its entirety, and is located on the Internet at www.valleyregionaltransit.org (scroll to "PROCUREMENTS" and click on "STANDARD PURCHASE ORDER TERMS AND CONDITIONS"). If you do not have Internet access you may contact Treasure Valley Transit at 208-463-9111, to obtain a copy. The Standard Purchase Order Terms and Conditions shall apply to this Purchase Order. Awardee's failure to obtain a copy of such shall in no way constitute or be deemed a waiver by Treasure Valley Transit of this document, or any part of it. No liability will be assumed by Treasure Valley Transit for the Awardee's failure to consider the Treasure Valley Transit Standard Purchase Order Terms and Conditions in their response to this Purchase Order.

Offeror (General Information)

The undersigned certifies as follows:
(1) That he/she has read and understands all requirements and specifications of the proposal invitation; and
(2) That he/she agrees to all requirements, specifications, terms, and conditions of the proposal referenced above; and
(3) That he/she will furnish the designated items(s) and /or service(s) as quoted in the Proposal; and
(4) That he/she certifies under penalty of perjury that the Offeror is, to the best of his/her knowledge, not in violation of any Idaho tax law; and
(5) That his/her company has been certified as one of the following registered business classifications:

SBE _____ DBE _____ Corporation_____ Other, identify: _____

Idaho Resident Bidder: Yes: _____ No: _____

Federal Tax I.D. Number: _____

Name of Company: _____

Firm's Address: _____

Firm's Telephone: _____ Fax: _____

Contact Person and Title: _____

Contact Phone:_____Contact fax:_____Contact e-mail: _____

Project Manager Name(if different from Contact Person): _____

Address where correspondence should be sent: _____

_____

Listing of major sub-consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBEs): _____

_____

_____

Prime-Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with Treasure Valley Transit that incorporates the terms and conditions of the entire Request for Bids package. If a Contract Agreement is not contained within this Request for Bids Packet, then the Purchase Order, Purchase Order Terms and Conditions, Request for Bids Packet, and the Offeror's Bid response will constitute the contract in its entirety.

Prime-Offeror understands that this proposal constitutes a firm offer to Treasure Valley Transit that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. Prime-Offeror agrees to deliver to Treasure Valley Transit the required insurance certificates within ten (10) calendar days of the notice of award.

Prime Offeror, Company Name: _____

Prime Offeror's Signature: _____Date: _____

Printed Name: _____

Signatures and/or acknowledgments are also required on certain portions of the Sections below. You are required to complete and include them as a part of your proposal.

ATTACHMENT 1

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
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PART V: ADDITIONAL REQUIRED FORMS

NON-COLLUSION AFFIDAVIT
(Page 1 of 1)

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
(3) Such Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Treasure Valley Transit or any person interested in the proposed contract or agreement; and
(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

_____

_____
Title
My Commission expires _____

ATTACHMENT 2

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
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PRICE AND DELIVERY FORM
(Page 1 of 1)

Item #	Quantity	Description	Price per Unit

(1-a) Up to two (3) Cutaway ~ 30 passenger vans, excluding options: $_____/Each

* NOTE: Initial Order: Subject to available funding at time of award Treasure Valley Transit reserves the right to choose to place an initial order for up to two buses. Should TVT order fewer than two buses and should additional funding become available, TVT reserves the right to order the remainder of the two (3) vans up to the last day orders are acceptable.

Last day in 2015 on which orders for Item # 1-a buses will be accepted: _____

Delivery: _____ Days ARO (After Receipt of Order)

** If the vehicles will not be delivered at the same time, list delivery time for each vehicle; for example: Vehicle 1 (60 days), Vehicle 2 (90 days), etc., etc.:

_____

_____

_____

Optional equipment:

(1-aa) Supply and install EPCO Main Fare Box M4 Collection Device. $_____/Each

(1-b) Options for up to four (4) additional buses to purchased in model years 2015 or 2016 : $_____/Each

Delivery: _____ Days ARO (After Receipt of Order)
Last day on which orders for Item # 1-b will be accepted: _____

Optional equipment:

(1-bb) Supply and install EPCO Main Fare Box M4 collection device. $_____/Each

TVT reserves the right to order or not to order any of the additional Item 1-b buses subject to available funding and requirements at that time.

Award will be “All-or-None” to the lowest responsive and responsible bidder based on the lowest Grand Total of extended unit prices bid for Item 1-a divided by the total number of usable ambulatory seats on the bus quoted and will include the fare box if the option is taken. TVT must approve the seating configuration of the bus meeting the lowest cost per ambulatory passenger criteria.

ATTACHMENT 3

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
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REQUIRED TECHNICAL INFORMATION
(Page 1 of 3)

Bus Manufacturer _____
Bus Model Number _____

Dimensions

Vehicle Length (Over Bumpers): _____Ft _____In
Vehicle Height (Overall): _____Ft _____In
Interior Headroom (Center of aisle): _____Ft _____In
Floor Height Above Ground, Front Passenger Door _____In
Step Height, Front Passenger Door: _____In
Turning Radius (Curb-to-Curb)

a. Right _____Ft _____In
b. Left _____Ft _____In

Wheel Base _____Ft _____In
Overhang Centerline of Axle Over Rear Bumper _____Ft _____In

Interior Configuration

Number of Passenger Seats _____
Number of Wheelchairs _____
Number of Passenger Seats with One Wheelchair _____
Number of Passenger Seats with Two Wheelchairs _____
Number of allowable standees with two wheelchairs and all passenger seats filled _____

Interior Length _____Ft _____In
Interior Width _____Ft _____In
Seat Manufacturer _____
Model (Front) _____
Model (Rear) _____

Flooring Manufacturer _____
Model _____

Power Plant

Engine Manufacturer _____
Model _____
Number of Cylinders _____

Bore _____In Stroke _____In
Displacement: _____Cu/In _____Cu/Lt
Compression Ratio: _____to_____
Net SAE Horsepower: _____ HP at _____RPM
Net SAE Torque _____lb/ft at _____RPM
Crankcase Oil Capacity _____Qts.

Transmission

Manufacturer _____
Model _____
Speeds (Forward) _____

Alternator

Quantity _____
Manufacturer _____
Type _____
Model _____
Voltage _____
Output at Idle _____Amps
Output at Maximum Speed _____Amps
Quantity _____

Axle, Front
Manufacturer _____
Type _____
Model Number _____
Gross Axle Weight Rating _____lbs
Axle, Rear
Manufacturer _____
Type _____
Model Number _____
Gross Axle Weight Rating _____lbs

Brakes
Front Type _____
Size _____
Rear Type _____
Size _____

Parking Brake
Actuation _____
Actuation (on Rear Brakes or Transmission Output Shaft)?_____

Cooling System
Radiator
Manufacturer _____
Type _____
Model Number _____
Number of Tubes _____
Fins Per Inch _____
Width _____

Heating & Air Conditioning Equipment
Manufacturer
Front _____
Rear _____

Heating System Capacity
Front _____
Rear _____

Air Conditioning Capacity
Front _____
Rear _____

Wheelchair Lift Equipment
Manufacturer _____
Model _____
Type _____
Capacity _____lbs
Dimensions
Width of Platform: _____In
Length of Platform: _____In
Ramp Length: _____In
Total Length: _____In

Cycle Time
Lift from Ground to Floor Level _____Sec
Lift from Floor Level to Ground _____Sec
Total Cycle Time _____Sec

Warranty
Exceptions to required warranty terms listed on page 40:
_____
_____
_____

ATTACHMENT 4

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
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DBE CERTIFICATION
(Page 1 of 1)

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.

49. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Treasure Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

50.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

In accord with 49 CFR §26.49, §26.45, which requires grantees to obtain a certification from TVMs that wish to bid or propose on DOT-assisted transit vehicle procurements, TVT requires a copy of this certification immediately following this signed form. Failure to sign this form and provide this documentation may disqualify your submission. Supplier must also have obtained certification and be list on the FTA website (http://www.fta.dot.gov/12326_5626.html)

I hereby certify that the bidder or offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration. I hereby certify that a copy of the certification has been provided immediately following this form in the proposal document.

Date _____

Signature _____

Company Name _____
Title _____

ATTACHMENT 5

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
RFB
Required Form
FTA REQUIRED FORM: REFERENCE 49 U.S.C. 5323(J) & 49 CFR PART 661
(Page 1 of 1)

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

ATTACHMENT 6

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
RFB
Required Form

FTA REQUIRED FORM: REFERENCE 49 U.S.C. 5323(C) & 49 CFR PART 665
(Page 1 of 1)

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned (Contractor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

ATTACHMENT 7

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
RFB
Required Form

FTA REQUIRED FORM: REFERENCE 49 U.S.C. 5323 & 49 CFR Part 663
(Page 1 of 1)
P
RE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS & BUY AMERICA
CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance
The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

ATTACHMENT 8

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
RFB
(Required Form)
LOBBYING, 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Applicability to Contracts
The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down
The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT 9

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
RFB
(Required Form)
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
(Page 1 of 2)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission 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; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),_____
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

_____ _____
Signature of Contractor's Authorized Official Date

_____
Typed Name and Title of Contractor's Authorized Official

The undersigned chief counsel for the _____hereby certifies that the _____has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

_____ _____
Signature of Applicant's Attorney Date

_____

Typed Name of Applicant's Attorney

ATTACHMENT 10

TREASURE VALLEY TRANSIT REQUEST FOR BIDS
RFB
(Required Form)

CONFLICT OF INTEREST AFFIDAVIT

The undersigned, being first duly sworn on oath states on behalf of the Contractor:

Conflict of Interest **-** That the Contractor, by entering into this contact with **Treasure Valley Transit** is to perform or provide work, services or materials to **Treasure Valley Transit**, has thereby covenanted, and by this affidavit does again covenant any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such a interest. In the event that the Contractor, its agents, employees, or representatives, hereafter acquire such a conflict of interest, it shall immediately disclose such interest to **Treasure Valley Transit** and take action immediately to eliminate the conflict or to withdraw from this contract, as **Treasure Valley Transit** may require**.**

Contingent Fees and Gratuities **-** That the Contractor, by entering into this contract with **Treasure Valley Transit** to perform or provide services or materials for **Treasure Valley Transit** has thereby covenanted, and by this affidavit does again covenant and assure:

A. That no person or selling agency except employees or designated, agents or representatives of the Contractor has been employed or trained to solicit or secure this contract with an agreement or understand that a commission, percentage, brokerage, or contingent fee would be paid; and

B. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Treasure Valley Transit or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name: _____

By: _____

Title: _____

(seal)

ATTACHMENT 11

PART 6: FTA REQUIREMENTS

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts
The Energy Conservation requirements are applicable to all contracts.

Flow Down
The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Applicability to Contracts
The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow Down
The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language
While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

ATTACHMENT 12

CLEAN AIR
42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18

Applicability to Contracts
The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down
The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Model Clauses/Language
No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

ATTACHMENT 13

ACCESS TO RECORDS AND REPORTS

(49 U.S.C 5325, 18 CR 18.36 (i), 49 CFR 633.17)

Flow Down - FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of Termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

ATTACHMENT 14

FEDERAL CHANGES
49 CFR Part 18

Applicability to Contracts
The Federal Changes requirement applies to all contracts.

Flow Down
The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

ATTACHMENT 15

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

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

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

(3) **Withholding for unpaid wages and liquidated damages** – The Treasure Valley Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT 16

NO OBLIGATION BY THE FEDERAL GOVERNMENT:

Applicability to Contracts - Applicable to all contracts.

Flow Down - Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government -

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

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

ATTACHMENT 17

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts
These requirements are applicable to all contracts.

Flow Down
These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

CIVIL RIGHTS (The following requirements apply to the underlying contract):

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability, or sexual preference. In

addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, age, or sexual preference. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ATTACHMENT 18

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18, FTA Circular 4220.1F

Applicability to Contracts
All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down
The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Treasure Valley Transit's Procurement Contract Administrator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Procurement Contract Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Procurement Contract Administrator shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by Treasure Valley Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Treasure Valley Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Treasure Valley Transit is located.

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

ATTACHMENT 19

FLY AMERICA

FLY AMERICA: Contractor 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 sub recipients 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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
(FTA Circular 4220.1F)

Applicability to Contracts - The incorporation of FTA terms applies to all contracts.

Flow Down - The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Treasure Valley Transit requests which would cause Treasure Valley Transit to be in violation of the FTA terms and conditions.

21. TERMINATION

49 U.S.C.Part 18 **FTA Circular 4220.1F**

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply

with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.