



REQUEST FOR PROPOSAL

Services

R23-144 AB

Date issued: 11/22/2023

ADA ACCESSIBLE CUTAWAY VEHICLE PURCHASE

THE CITY OF COLORADO SPRINGS

Fully or partially funded by federal grant.

The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for ADA Accessible Cutaway Vehicle Purchase.

The City may issue multiple contracts as a result of this RFP.

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website.

It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://bidnetdirect.com/>

BIDNET Support

800-835-4603

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet (www.bidnetdirect.com).

All addenda or amendments shall be issued through BidNet and shall not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	11/22/2023
Pre-Proposal Conference	12/04/2023 at 11:00 AM MST

A pre-proposal conference will be held via Microsoft Teams. While not mandatory; offerors are encouraged to attend.

Web access and dial in information is below:

Website: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1>
Meeting ID: 266 220 041 507
Passcode: ESS7os

Cut Off Date for Questions	12/06/2023 at 5:00 PM MST
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Questions about the RFP must be emailed in writing and directed to Ashlee Brehm, at the following email address: TransitContracting@ColoradoSprings.gov. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than 12/06/2023 at 5:00 PM MST.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	01/05/2024 at 5:00 PM MST
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Award of Contract	TBD
Notice to Proceed	TBD

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on the BidNet Website (www.bidnetdirect.com). Please review the submission requirements well in advance of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

*******NO LATE OFFERS WILL BE ACCEPTED*******

Date/Time: Proposals shall be received on or before 5:00 PM MST, Friday, 01/05/2024.

1.3 NUMBER OF COPIES

Include two electronic proposals; one public copy and one private copy, to be electronically submitted on the BidNet Website (www.bidnetdirect.com).

Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “City” means the City of Colorado Springs.

The term “Contractor” or “Consultant” means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in this RFP.

The term “Offer” means the proposal.

The term “Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to ADA Accessible Cutaway Vehicle Purchase.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the BidNet Website (www.bidnetdirect.com). It is the Offeror's responsibility to check the website for posted

amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussion or negotiation.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers; (b) to waive informalities and minor irregularities in offers received; and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

1.11 AWARD

The City of Colorado Springs intends to make more than one award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year:	May 1, 2024 – April 30, 2025
Option Year 1:	May 1, 2025 – April 30, 2026
Option Year 2:	May 1, 2026 – April 30, 2027

Option Year 3: May 1, 2027 – April 30, 2028
Option Year 4: May 1, 2028 – April 30, 2029

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website at www.coloradosprings.gov. The Contracting Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracting Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project.**

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>
Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 6	Qualification Statement
Exhibit 8	Proposers/Bidders List Information
Exhibit 14	Motor Vehicle Safety and Pollution Certificate
Exhibit 15	Certification of Compliance with Standards, Certifications and Regulations
Exhibit 16	Federal Transit Administration (FTA) Clauses and Certifications
Schedule A	Light Duty Cutaway Buses Pricing and Required Information
Schedule B	Medium Cutaway Buses Pricing and Required Information
Schedule C	Low Floor Cutaway Buses Pricing and Required Information

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.

E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

2.5.1 TECHNICAL AREA

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

The Offeror must at least address the following areas:

1. **Schedule Management.** Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
2. **Quality Control.** Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
3. **Safety.** Discuss Offeror's approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site.
4. **Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.**

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.5.2 MANAGEMENT AREA

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget.
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.

3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience and Key Personnel

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in this RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of this RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.7 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.8 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.9 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5.1A

3.1.2 TECHNICAL AREA -- PROJECT APPROACH

See Section II - Item 2.5.1B

3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.5.2A

3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL

See Section II – Item 2.5.2B

3.1.5 PRICE/COST AREA -- PRICE/COST

See Section II – Item 2.6

3.1.6 PROPOSAL PRESENTATION AREA -- PROPOSAL PRESENTATION See Section II – Item 2.7

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Management Area

Second: Technical Area

Third: Price/Cost Area

B. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Management Area: 35

Technical Area: 35

Price/Cost Area: 30

C. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors

offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror(s) with the most advantageous price. The City intends to award to the Offeror(s) that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract or contracts prepared by the City will be finalized and/or negotiated with the successful Offeror(s). In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror(s), or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

- Exhibit 1 Proposal Certification
 - Exhibit 2 Sample Contract
 - Exhibit 3 Exceptions
 - Exhibit 4 Minimum Insurance Requirements
 - Exhibit 5 Statement of Work
 - Exhibit 6 Qualification Statement
 - Exhibit 7 Evaluation Scoresheet
 - Exhibit 8 Proposers/Bidders List Information
 - Exhibit 9 Liquidated Damages
 - Exhibit 10 Purchaser Required Specifications
 - Exhibit 11 Quality Control Provisions
 - Exhibit 12 Schedule of Deliverables
 - Exhibit 13 Warranty Service Provisions
 - Exhibit 14 Motor Vehicle Safety and Pollution Certificate
 - Exhibit 15 Certification of Compliance with Standards, Certifications and Regulations
 - Exhibit 16 Federal Transit Administration (FTA) Clauses and Certifications
-
- Schedule A Light Duty Cutaway Buses Pricing and Required Information
 - Schedule B Medium Cutaway Buses Pricing and Required Information
 - Schedule C Low Floor Cutaway Buses Pricing and Required Information

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. _____ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____		
This Company Is: Corporation _____	Individual _____	Partnership _____
LLC _____		

Offeror hereby acknowledges receipt of the following amendments, if applicable
Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracting Specialist in writing.
- c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracting Specialist.
- e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracting Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 3

4. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contract.

Initials for 4

5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

_____ Large Business (i.e. do not qualify as a small business or non-profit)

_____ Nonprofit

_____ Small Business

- _____ Minority Owned Business/Small Disadvantaged Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 6

7. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracting Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
 with position, _____ (Title)
 Can be reached at
 Work telephone number: _____
 Home telephone number: _____
 Cellular telephone number: _____
 E-mail address: _____

Initials for 7

8. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
 - b) He/She has read and agrees to the City's standard terms and conditions attached.
 - c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
 - d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
 - e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
- I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 8

9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. **Are (), Are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. **Have (), Have not ()**, within a three year period preceding this offer, 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, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. **Are (), Are not ()** presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracting Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracting Specialist may terminate the

contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 9

10. ACCEPTANCE OF CITY CONTRACTING SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracting Specialist prior to additional work performance.

Initials for 10

11. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 11

12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 12

13.FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

Or via email CityAuditManagement@springsgov.com. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 13

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 SAMPLE CONTRACT

SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 20xx by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXXXXXX.

The Contractor did on the ___ day of _____, 20xx submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal
4. Appendix C – Statement of Work
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracting Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracting Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracting Specialist

(i) notifies the Contractor in writing that the estimated cost has been increased and

(ii) provides a revised estimated total not to exceed price of performing this Contract.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

Performance Period Dates Price

Base Year:

Option Year One:

Option Year Two:

Option Year Three:

Option Year Four:

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXX for the base year.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract.

A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.

5. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional

compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.

B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the Mountain Metropolitan Transit Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the Mountain Metropolitan Transit Procurement Services Division.

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance

of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall

neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have

under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events (“Event of Default”) will justify termination for cause:

- i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor’s disregard of the authority of Project Manager.
- iv. Contractor’s violation in any material provision of the Contract Documents.
- v. Contractor’s failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.

vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to

obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

25. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

26. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

28. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

29. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

- iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
- v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

32. PAYMENTS

All invoices shall be sent to accountspayable@coloradosprings.gov by the 10th day of the following month with all supporting documentation.

The City will pay the Contractor, upon submission of proper approved invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

33.INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

34. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

35. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure

completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

36. EMPLOYMENT OF LABOR

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

37. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project.**

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure.** Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 17 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at

<https://coloradosprings.gov/cat/government/tax-information/sales-tax>

Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

38. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

39. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

40. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracting Specialist assigned to the Contract prior to such use.

41. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contract should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

43. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor’s Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:	
Signature	Date

SECOND PARTY:	
SAMPLE CONTRACT ONLY	
Corporate Name	
Signature	Date
Title	

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and
_____ property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
_____ Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a
3. minimum
of \$1,000,000 each accident combined single limit.
4. _____ Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
5. _____ Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
6. _____ Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
7. _____ Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.

8. _____ Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.
- a. The policy shall provide a waiver of subrogation.
 - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.
 - c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
9. _____ Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply. The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.
- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
 - b. The bond or policy shall not contain a condition requiring an arrest and conviction.
10. _____ Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
 - b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

**EXHIBIT 5 STATEMENT OF WORK: ADA ACCESSIBLE CUTAWAY VEHICLE
PURCHASE
FOLLOWS THIS PAGE**

EXHIBIT 5 – STATEMENT OF WORK

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OBJECTIVE

The City of Colorado Springs dba Mountain Metropolitan Transit (MMT) is the primary public transit agency for the Pikes Peak Region and El Paso County, Colorado.

The purpose of the solicitation is to establish a contract(s) with a vendor(s) for the manufacture, and delivery of three (3) groups of six (6) classes of ADA-accessible cutaway vehicles, to include pricing for base model configurations and pricing for optional additions/deletions to the base model build configuration(s). The purpose of this statement of work (SOW) is to describe in detail the work, requirements, specifications, services, and deliverables the Contractor is required to perform or provide under the Contract.

All vehicles described herein will be used to provide ADA-accessible fixed-route, route-deviation, complementary-paratransit, and/or demand-response-type service throughout MMT's service area of El Paso County, Colorado.

The awarded contract(s) shall be a firm-fixed-price contract. MMT expects to purchase up to seventy (70) vehicles over a five-year period. These are forecasted quantities and do not represent a guarantee of minimum or maximum order quantities or timelines but may be awarded within this contract's period of performance as budget allows. Delivery of any additional vehicles will be negotiated at the time of option exercise if cost analysis bears it cost effective. The Contract period of performance shall be one (1) base year with up to four (4) option years from final execution date.

Vehicles will operate in a mountainous region and will be started and stopped frequently, resulting in demands on the drivetrain, suspension, and braking systems. Components must be the heaviest-duty available in order to provide maximum durability and reliability. Acceptable vehicles will provide safe, comfortable, and dependable operation throughout their useful service life.

Contractor shall thoroughly review the statement of work and all exhibits, appendices, and attachments incorporated herein.

DEFINITIONS

The definitions provided below are provided to assist the reader with terms used in this solicitation. Some of these terms may be defined differently than those used in the Code of Federal Regulations. This has been done for clarification purposes. However, the reader should note that the definitions provided here are consistent with the intentions of the Pre-Award and Post-Delivery Review of Rolling Stock Purchases Rule and the Buy America Requirements Rule.

Altered vehicle manufacturer – A manufacturer who alters a previously certified vehicle in such a manner that its stated weight ratings or FMVSS certifications are no longer valid.

Alternative – An alternative specification condition to the default bus configuration. MMT may define alternatives to the default configuration to satisfy local operating requirements. Alternatives for the default configuration will be clearly identified.

Ambient Temperature – The temperature of the surrounding air. For testing purposes, ambient temperature must be between 16 °C (50 °F) and 38 °C (100 °F).

Analyst – A representative of the recipient (either working directly for the recipient or contracted by the recipient)—not an employee, or an agent, of the proposed bus manufacturer (in the case of the pre-award review) or the selected bus manufacturer (in the case of the post-delivery review).

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

AVL – Automatic Vehicle Locator

Battery Compartment – Low-voltage energy storage, i.e., 12/24 VDC batteries.

Battery Management System (BMS) – Monitors energy, as well as temperature, cell or module voltages, and total pack voltage. The BMS adjusts the control strategy algorithms to maintain the batteries at uniform state of charge and optimal temperatures.

Battery Pack – An electrical equivalent of a collection of cells or modules or physical sub-packs forming the highest-level energy storage system. Often multiple physical sub-packs are connected in series, and these may also be connected in parallel.

Braking Resistor – Device that converts electrical energy into heat, typically used as a retarder to supplement or replace the regenerative braking.

Burst Pressure – The highest pressure reached in a container during a burst test.

Bus – A rubber-tired automotive vehicle used primarily for the purpose of providing mass transportation service. For purposes of this solicitation and exhibits, 'bus', 'cutaway', and 'vehicle' may be used interchangeably.

Buy America Rule – The "Buy America Requirements" Regulation, Title 49 of the Code of Federal Regulations, Part 661.

Cell – The simplest discrete component of the battery storage system, such as a battery or a capacitor.

Chassis-Cab – An incomplete vehicle (with a completed occupant compartment) that requires only the addition of cargo-carrying, work-performing, or load-bearing components to perform its intended function.

Completed vehicle – A vehicle that requires no further manufacturing operations to perform its intended function. This includes vehicles that are altered only by (1) the addition, substitution, or removal of readily attachable components (such as mirrors, or tire and rim assemblies) or (2) minor finishing operations (such as painting) in such a manner that the vehicle's stated weight ratings are still valid.

Component – Any article, material, or supply, that is directly incorporated into an end product at the final assembly location.

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

Cutaway – See Bus.

dBA – Decibels with reference to 0.0002 microbar as measured on the “A” scale.

Default Configuration Bus – The bus described if no alternatives are selected. Signing, colors, the destination sign reading list and other information must be provided by MMT. Also referred to as the ‘base build’ or ‘base configuration’.

Defueling – The process of removing fuel from a tank.

Defueling Port – Device that allows for bus defueling, or the point at which this occurs.

Discrete Signal – A signal that can take only pre-defined values, usually of a binary 0 or 1 nature, where 0 is battery ground potential and 1 is a defined battery positive potential.

DOT – The United States Department of Transportation.

End product – Any item to be acquired by a recipient, such as a bus.

Final assembly – The bringing together of a significant number of individual components, whether manufactured or unmanufactured, for the purpose of creating an end product.

Final-stage manufacturer – A manufacturer who performs manufacturing operations on an incomplete vehicle such that it becomes a completed vehicle.

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

Fireproof – Materials that will not burn or melt at temperatures less than 2000 °F.

FMVSS – Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration under Title 49 of the Code of Federal Regulations, Part 571.

Free Floor Space – Floor area available to standees, excluding the area under seats, area occupied by feet of seated passengers, the vestibule area forward of the standee line, and any floor space indicated by manufacturer as non-standee areas, such as the floor space “swept” by access doors during operation. Floor area of 1.5 sq. ft. shall be allocated for the feet of each seated passenger protruding into the standee area.

FTA – Federal Transit Administration, an agency of DOT.

Fuel Management System – Natural gas fuel system components that control or contribute to engine air fuel mixing and metering, and the ignition and combustion of a given air-fuel mixture. The fuel management system would include, but is not limited to, reducer/regulator valves, fuel metering equipment (e.g., carburetor, injectors), sensors (e.g., main throttle, waste gate).

Full Acceptance – Contingent upon the completion of all requirements, tests, and inspections; subject to the MMT Project Manager’s review of the delivered vehicle against the agreed-upon

build configuration; and in no way releasing the Contractor from all legitimate warranty service responsibilities, this status denotes complete acceptance of the vehicle by the Purchaser. Issuance of Full Acceptance shall not release Contractor from all applicable contractual obligations.

GAWR (Gross Axle Weight Rated) – The maximum total weight as determined by the axle manufacturer, at which the axle can be safely and reliably operated for its intended purpose.

Generator (Electric) – A device that converts mechanical energy into electrical energy.

Gross Load – 150 lb. for every designed passenger seating position, for the operator, and for each 1.5 sq. ft. of free floor space.

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

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

High Voltage (HV) – Greater than 50 V (AC and DC).

ILO – In lieu of

Incomplete vehicle – An assemblage of components consisting of, as a minimum, frame and chassis structure, power train, steering system, suspension system, and braking system — to the extent that those systems are to be part of a completed vehicle.

Inverter – A module that converts DC to and from AC.

Intermediate vehicle manufacturer – A manufacturer, other than the incomplete vehicle manufacturer or the final-stage manufacturer, who performs manufacturing operations on an incomplete vehicle.

Labeled – Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization, which is acceptable to the authority having jurisdiction and concerned with product evaluation, which maintains periodic inspection of production labeled equipment or materials, and by who is labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

Manufacture – The transformation of a component or group of subcomponents for the purpose of adding value to, improving, or creating a functionally different component.

Maximum Service Temperature – The maximum temperature to which a container/cylinder will be subjected in normal service.

Module – A collection of cells forming a physical and electrical subassembly contained within an enclosure.

Motor (Electric) – A device that converts electrical energy into mechanical energy.

Motor (Traction) – An electric motor used to power the driving wheels of the bus.

Operating Profile – The operational requirements under MMT-specific operating conditions that the bus must be able to achieve.

Operating Pressure – The varying pressure developed in a container during service.

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

Post-delivery – The period during the procurement process beginning with the signing of a formal contract with the selected contractor. It includes the period of bus manufacturing, inspection, testing, and delivery. It ends with bus title transfer or the placement of the buses into revenue service, whichever is first.

Power – Work or energy divided by time.

Power Density – Power divided by mass, volume, or area.

Pre-award – The period during the procurement process before the recipient enters into a formal contract with the supplier.

Pre-Award and Post-Delivery Rule – The "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases" Regulation, Title 49 of the Code of Federal Regulations, Part 663.

Propulsion System – System that provides propulsion for the bus proportional to operator commands. Includes, as applicable, engine, transmission, traction motors, the hybrid drive system (HDS), energy storage system (ESS), and system controllers including all wiring and converter/inverter.

Purchaser – The recipient or sub-recipient.

Real-Time Clock (RTC) – Computer clock that keeps track of the current time.

Recipient – A receiver of Federal financial assistance from the FTA.

Revenue service – The operation of vehicles for the transportation of passengers as anticipated by the recipient.

Review – An analysis conducted by the recipient that will result in a file containing the necessary certifications of compliance, including the Buy America certification, purchaser's requirements certification, and FMVSS certification.

Rolling stock – Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, ferry boats, and vehicles used on guideways and incline planes.

Seated Load – 150 lb. for every designed passenger seating position and for the operator.

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

Serial Data Signals – A current loop-based representation of ASCII or alphanumeric data used for transferring information between devices by transmitting a sequence of individual bits in a prearranged order of significance.

Solid State Alternator – A module that converts high-voltage DC to low-voltage DC (typically 12/24 V systems).

Special Tools – Tools not normally stocked by MMT.

Specification – A particular or detailed statement, account or listing of the various elements, materials, dimensions, etc. involved in the manufacturing and construction of a product.

Standard – A firm guideline from a consensus group. Standards referenced in “Technical Specifications” are the latest revisions unless otherwise stated.

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

STAA – The Surface Transportation Assistance Act of 1982 (Public Law 97-424, January 6, 1983).

Structure – The basic body, including floor deck material and installation, load-bearing external panels, structural components, axle mounting provisions and suspension beams and attachment points.

Subcomponent – Any article, material, or supply that is one step removed from a component.

Unmodified van – A primary manufacturer’s standard production van that requires no further manufacturing operations to perform its intended function, other than the addition, substitution, or removal of readily available attachable components (such as mirrors, or tire and rim assemblies), or minor finishing operations (such as painting).

U.N.O – Unless Noted Otherwise

Vehicle – See Bus, Cutaway.

Wheelchair – A mobility aid belonging to any class of three- or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. A “common wheelchair” is such a device that does not exceed 30 inches in width and 48 inches in length measured 2 inches above the ground and does not weigh more than 600 pounds when occupied.

SECTION 1. GENERAL CONDITIONS AND REQUIREMENTS

1.1. The following General and Legal Requirements shall apply to all vehicle groups and duty classes.

1.2. The Contractor shall be obligated to provide, in the quantities and formats requested and at certain checkpoints in the Contract lifecycle, specific deliverables according to Exhibit 12 – Schedule of Deliverables.

1.3. The Contractor shall be obligated to perform the Quality Assurance/Quality Control (QA/QC) activities, and to provide the required QA/QC deliverables, as described in Exhibit 11 – Quality Control Provisions.

1.4. The Contractor's performance shall be subject to the provisions of Exhibit 9 – Liquidated Damages, according to the reasonable professional judgment of the MMT PM who will administer the Contract.

1.5. These technical specifications cover requirements for a transit bus which may be used for rural, suburban, and urban transit service operations on urban streets and rural roadways in the general environmental and climatic conditions prevailing throughout MMT's operating area. It is intended for the widest possible spectrum of adult passengers, elderly, and persons with disabilities. It is the intent of this specification to describe the design requirements for a bus rugged enough to withstand rigorous intensive daily transit service operations and provide maximum reliability and availability, with a minimum of maintenance and repair time. The bus shall exhibit maximum passenger appeal in appearance, comfort, and safety, combined with excellence in reliability, operating characteristics, efficiency, and economy of operation.

1.6. The bus shall meet all applicable Federal Motor Bus Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR) in effect at the date of manufacture. The bus shall also comply with all FTA recommended fire safety practices to the maximum extent possible. A list of materials, with applications, not meeting those recommendations shall be provided to MMT after Contract award. If materials certified to the recommended standard are available, MMT shall have the right to insist on their use at no additional cost.

1.7. The basic vehicle, consisting of a "Body on Chassis" construction, must be a current year factory production model for which the manufacturer's published literature and detailed specifications are currently available. The manufacturer shall be ISO 9001:2000 certified. A copy of this certification must accompany all proposals.

1.8. Detailed floorplans with dimensions shall be provided with each proposal, and shall include, at a minimum, the interior layout, seat and wheelchair tie down positions, spacing between ambulatory seats, the vehicle wheelbase, and overall length. A detailed weight calculation of the base model shall accompany each individual floorplan.

1.9. The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicles here specified. The proposer shall not omit any part or detail which goes to make the vehicle ready for service, even if such part or detail is not addressed in this specification.

1.10. All parts, equipment, and accessories shall be new and completely installed, assembled, and/or adjusted as required. All exposed edges and surfaces shall be smooth, free from burrs and other projections and shall be neatly finished. Interior and exterior shall be washed and clean and vehicle shall arrive with a full tank of fuel. This specification is designed to require a complete vehicle of the class described that is constructed within agreed upon timeframes and ready for immediate operation upon delivery.

1.11. Whenever a specific trade or product name is used within this specification, the following statements apply: "...or approved equal with the same standards of quality, design and performance," and "... if available." All references to brand name are for illustrative purposes only and do not indicate a preference for a specific manufacturer. Equivalent products meeting the required specifications must be submitted for review with the proposal and will be reviewed by members of the Evaluation Committee.

1.12. Prior to delivery, each vehicle shall be completely serviced by the Contractor. Service shall include not less than the following: lubrication, wash, full tank of fuel and other checks and adjustments required for proper complete servicing of a new vehicle. Each vehicle shall be ready for placement in service upon delivery and acceptance.

1.13. All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials, or equipment, or from any act or omission not authorized by these specifications on the part of the Contractor or any agent or person employed on the part of the Contractor or any agent or person employed by that person(s), shall be sustained by the Contractor.

1.14. If MMT does not exercise the option(s) as listed in "Options and Option Pricing," then MMT reserves the right to assign the option(s) of all or a portion of the specified deliverables to any recipient or sub-recipient of Federal Transit Administration funding, regardless of geographic location, in accordance with FTA Circular 4220.1F or its successors.

1.15. Delivery and Destination Point

Buses shall be delivered F.O.B. Destination, freight charges prepaid and allowed to:
City of Colorado Springs
TRANSIT DIVISION
1145 TRANSIT DRIVE
COLORADO SPRINGS, CO 80903

SECTION 2. LEGAL REQUIREMENTS

2.1. The bus shall meet all applicable Federal Motor Vehicle Safety Regulations (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture and the Manufacturer shall so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. The bus shall comply with all federal, state, and local regulations, including Altoona bus testing certification requirements. The completed bus shall meet all requirements of the Americans with Disabilities Act (ADA) in effect at the date of manufacture, regardless of whether all specific regulations are addressed within the details of these vehicle specifications. Any vehicle found to be outside these standards of compliance will not be accepted.

2.2. Contractor shall comply with all "Buy America" requirements. MMT will retain the services of a Buy America auditor separate from this contract. Contractor shall comply with all requests made by the Buy America auditor and all Buy America requirements.

2.3. In the event of any conflict between the requirements of this specification and any applicable legal requirements, the legal requirements shall prevail.

2.4. By submitting a proposal hereunder, the Contractor certifies that the coaches offered are and will be on the date of manufacture in compliance with the following: (1) all applicable requirements and regulations of United States Environmental Protection Agency; (2) all applicable regulations and requirements of United States Department of Transportation, including the Federal Motor Vehicle Safety Standards; and (3) all applicable requirements and regulations of the laws of the State of Colorado, including all regulations set forth by the

Colorado State Highway Patrol. Should the Contractor find that these specifications do not meet such requirements, Contractor shall notify MMT in writing of any discrepancies prior to the start of the manufacture process.

SECTION 3. ALTOONA TESTING REQUIREMENTS

3.1. Contractor’s bus model offerings are required to comply with CFR 49 part 665. Final test report verifying all Federal requirements have been met shall be submitted with any proposal.

3.2. If the bus model intended for manufacture has not already been tested, then the Contractor is solely responsible for arranging for the required testing prior to MMT’s acceptance of the first vehicle. Failure to submit a bus model to testing will be grounds for terminating the Contract.

3.3. Contractor shall bear all costs of testing, and the time for testing shall not be grounds for delay in the time for performance set forth in the Contract Documents. Any bus that is tested pursuant to this provision shall remain the property of the Contractor. MMT shall receive only new buses.

3.4. Contractor shall complete the enclosed Form, entitled, “FTA Bus Testing Certification” and submit the form with the Proposal (see Exhibit 15).

SECTION 4. VEHICLE GROUPS BY CLASS

4.1. Vehicles described in this SOW are categorized in three groups and further classified by weight class. Contractors may propose base vehicle options for any group and for any class within the group. MMT’s fleet is primarily comprised of light-duty cutaways. However, this description is indicative only of existing operational conditions and does not represent the nature of future vehicle orders or operational needs.

GROUP TYPE	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
GROUP 1: Light-Duty Cutaways	138-178 inch WB; 10,360 - 12,500 lbs. GVWR; 6-10 Ambulatory Seats; 2 Wheelchair Positions	158-159 inch WB; 14,200 - 14,500 lbs. GVWR; 10-14 Ambulatory Seats; 2 Wheelchair Positions	176-186 inch WB; 14,200 - 14,500 lbs. GVWR; 12-16 Ambulatory Seats; 2 Wheelchair Positions	190 inch WB; 14,500 lbs. GVWR; 14-18 Ambulatory Seats; 2 Wheelchair Positions		
GROUP 2: Medium- Duty Cutaways					191-225 inch WB; 19,000- 26,000 lbs. GVWR; 20-24 Ambulatory Seats; 2 Wheelchair Positions	208-260 inch WB; 19,000- 26,000 lbs. GVWR; 24-30 Ambulatory Seats; 2 Wheelchair Positions

GROUP 3: Low Floor Cutaways				150-210 inch WB; 14,200- 26,000 lbs. GVWR; 14-18 Ambulatory Seats; 2 Wheelchair Positions	194-240 inch WB; 14,200- 26,000 lbs. GVWR; 18-24 Ambulatory Seats; 2 Wheelchair Positions	
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SECTION 5. GROUP 1: LIGHT-DUTY CUTAWAY BUS CLASS DIMENSIONS

5.1. **Group 1** includes four classes of light-duty commercial cutaway bus. Each class shall be outfitted with a curbside, front-mounted mobility aid lift, dual rear wheels (DRW) and be capable of safely transporting ambulatory and mobility aid passengers in urban and rural environments. A range of dimensions and capacities are given to indicate the approximate size and type of vehicles desired.

- CLASS A – Body on Light-Duty Chassis, 20’ – 24’
- CLASS B – Body on Light-Duty Van Chassis, 22’ – 24’
- CLASS C – Body on Light-Duty Van Chassis, 24’ – 26’
- CLASS D – Body on Light-Duty Van Chassis, 25’ – 27’

5.2. **Base Models** shall conform to the specified ranges within the following table for gasoline engine equipped vehicles.

GROUP 1 LIGHT DUTY	CLASS A	CLASS B	CLASS C	CLASS D
Wheelbase	138" – 178"	158" - 159"	176" - 186"	190"
Gross Vehicle Weight Rating	10,360 to 12,500 lbs.	14,200 to 14,500 lbs.	14,200 to 14,500 lbs.	14,500 lbs.
Passenger Seats	6 - 10	10 - 14	12 - 16	14 – 18
Wheelchair Positions	2	2	2	2

5.3. **Maximum Exterior Width** shall be **96 inches**.

5.4. **Maximum Height** (not including rooftop A/C or antennae) shall be **117.5 inches**.

5.5. **Minimum Interior Width** (measured 12 inches above the floor) shall be **90 inches** (CLASS A **76 inches**).

5.6. **Minimum Interior Height** shall be **74 inches** (CLASS A **72 inches**).

5.7. **Maximum Step Height** (from the ground to first step) shall be **12 inches**. 12-inch max step height does not apply to vehicles optioned with Four-Wheel Drive.

5.8. **Overall Length and Wheelbase** of proposed vehicles shall be the minimum necessary to provide the specified number of seats while meeting all applicable FMVSS and chassis manufacturer requirements for weight distribution. The optimal vehicle will exhibit the shortest wheelbase by class while providing the maximum seating capacity available within the specified range. Contractor is required to submit a minimum of one (1) floorplan diagram for each class proposed, showing front lift configuration and maximum available seating. MMT shall request detailed floorplan diagrams after Notice of Award based on operational needs. As permanent seating modifications, rear lift configuration, and additional wheelchair positions may be required, Contractor agrees to provide accurate pricing for adding and deducting the cost of changes to originally proposed floorplans in order to offer alternatives at a competitive price.

5.9. **Weight Distribution** schematic and loading calculation must be submitted for each proposed floorplan. The weight of a fully loaded vehicle shall in no case exceed the OEM chassis gross vehicle weight rating (GVWR). A fully loaded vehicle equals the weight of a vehicle equipped to meet these specifications, the estimated weight of all occupants (minimum 150 pounds for each ambulatory placement including foldaway seat positions, and minimum 250 pounds for each wheelchair placement) and the weight of a full tank of fuel.

5.10. **Four Corner Weight Analysis** shall be performed on every vehicle for GAWR and GVWR evaluation at time of order.

5.11. **Weight Certificate** from a state-certified scale showing the four corner unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

SECTION 6. GROUP 2: MEDIUM-DUTY CUTAWAY BUS CLASS DIMENSIONS

6.1. **Group 2** includes two classes of medium-duty commercial cutaway bus. Each class shall be outfitted with a curbside, front-mounted mobility aid lift and be capable of safely transporting ambulatory and mobility aid passengers in urban and rural environments. A range of dimensions and capacities are given in order to indicate the approximate size and type of vehicles desired.

- CLASS E – Body on Medium-Duty Truck Chassis, 27' – 30'
- CLASS F – Body on Medium-Duty Truck Chassis, 30' – 35'

6.2. **Base Models** shall conform to the specified ranges within the following table for gasoline engine equipped vehicles. Understanding that selection of the diesel fuel option may modify chassis requirements, Proposers shall detail any adjustments necessitated by a change in engine type.

GROUP 2 MEDIUM DUTY	CLASS E	CLASS F
Wheelbase	191" - 225" (+/-5")	208" - 260" (+/-5")
Gross Vehicle Weight Rating	19,000 to 26,000 lbs.	19,000 to 26,000 lbs.
Ambulatory Passenger Seats	20 - 24	24 - 30
Wheelchair Positions	2	2

6.3. **Maximum Exterior Width** shall be **102 inches**.

- 6.4. **Maximum Height** (not including rooftop A/C or antennae) shall be **120 inches**.
- 6.5. **Minimum Interior Width** (measured 12 inches above the floor) shall be **90 inches**.
- 6.6. **Minimum Interior Height** shall be **78 inches**.
- 6.7. **Maximum Step Height** (from the ground to bottom of first step) shall be **12 inches**. 12-inch max step height does not apply to vehicles optioned for Four-Wheel Drive.
- 6.8. **Overall Length and Wheelbase** of proposed vehicles shall be the minimum necessary to provide the specified number of seats while meeting all applicable FMVSS and chassis manufacturer requirements for weight distribution. The optimal vehicle will exhibit the shortest wheelbase by class while providing the maximum seating capacity available within the specified range. Contractor is required to submit a minimum of one (1) floorplan diagram for each class proposed, showing front lift configuration and maximum available seating. Purchasers shall request detailed floorplan diagrams after Notice of Award based on operational needs. As permanent seating modifications, rear lift configuration, and additional wheelchair positions may be required, Proposer agrees to provide accurate pricing for adding and deducting the cost of changes to originally proposed floorplans in order to offer alternatives at a competitive price.
- 6.9. **Weight Distribution** schematic and loading calculation must be submitted for each proposed floorplan. The weight of a fully loaded vehicle shall in no case exceed the OEM chassis gross vehicle weight rating (GVWR). A fully loaded vehicle equals the weight of a vehicle equipped to meet these specifications, the estimated weight of all occupants (minimum 150 pounds for each ambulatory placement, minimum 250 pounds for each wheelchair placement) and the weight of a full tank of fuel.
- 6.10. **Four Corner Weight Analysis** shall be performed on every vehicle for GAWR and GVWR evaluation at time of order.
- 6.11. **Weight Certificate** from a state-certified scale showing the four corner unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

SECTION 7. GROUP 3: LOW FLOOR CUTAWAY BUS CLASS DIMENSIONS

7.1. **Group 3** includes two classes of Low Floor-type commercial cutaway bus. Each class shall be outfitted with a powered entryway ramp to facilitate entry by both ambulatory and mobility aid passengers. Each class shall be equipped with air suspension front and rear with a kneeling feature to lower the bus a minimum of 3" when entry doors are open. Proposed vehicles shall be capable of safely transporting ambulatory and mobility aid passengers in urban and rural environments. A range of dimensions and capacities are given in order to indicate the approximate size and type of vehicles desired.

CLASS D Low Floor – Body-on-Van or Truck Chassis, 24' – 27'
 CLASS E Low Floor – Body-on-Van or Truck Chassis, 26' – 31'

7.2. **Base Models** shall conform to the specified ranges within the following table.

GROUP 3 LOW FLOOR	CLASS D LOW FLOOR	CLASS E LOW FLOOR
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Wheelbase	150" – 210" (+/-5")	194" – 240" (+/-5")
Gross Vehicle Weight Rating	14,200 to 26,000 lbs.	14,200 to 26,000 lbs.
Ambulatory Passenger Seats	14 - 18	18 - 24
Wheelchair Positions	2	2

7.3. **Maximum Exterior Width** shall be **102 inches**.

7.4. **Maximum Height** (not including rooftop A/C or antennae) shall be **115 inches**.

7.5. **Minimum Interior Width** (measured 12 inches above the floor) shall be **90 inches**.

7.6. **Minimum Interior Height** shall be **75 inches**.

7.7. **Maximum Step Height** (from the ground to bottom of first step) shall be **12 inches**.

7.8. **Overall Length and Wheelbase** of proposed vehicles shall be the minimum necessary to provide the specified number of seats while meeting all applicable FMVSS and chassis manufacturer requirements for weight distribution. The optimal vehicle will exhibit the shortest wheelbase by class while providing the maximum seating capacity available within the specified range. Proposers are required to submit a minimum of one (1) floorplan diagram for each class proposed, showing front ramp configuration and maximum available seating. MMT will request detailed floorplan diagrams according to operational needs. As permanent seating modifications and additional wheelchair positions may be required, Proposer agrees to provide accurate pricing for adding and deducting the cost of changes to originally proposed floorplans in order to offer alternatives at a competitive price.

7.9. **Weight Distribution** schematic and loading calculation must be submitted for each proposed floorplan. The weight of a fully loaded vehicle shall in no case exceed the OEM chassis gross vehicle weight rating (GVWR). A fully loaded vehicle equals the weight of a vehicle equipped to meet these specifications, the estimated weight of all occupants (minimum 150 pounds for each ambulatory placement, minimum 250 pounds for each wheelchair placement) and the weight of a full tank of fuel.

7.10. **Four Corner Weight Analysis** shall be performed on every vehicle for GAWR and GVWR evaluation at time of order.

7.11. **Weight Certificate** from a state-certified scale showing the four corner unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

SECTION 8. SPECIFICATION REQUIREMENTS

8.1. **Engine** shall be largest gasoline power plant available for chassis offered. Contractor's proposal shall specify engine type, size/displacement, peak rated horsepower, and peak rated torque.

8.1.1 **Magnetic Drain Plug** shall be installed on oil pan if available from OEM.

8.1.2 **Engine Block Heater** shall be Chassis OEM, installed with cord and electrical plug accessible from front of vehicle with hood closed.

Option 1. **Diesel Engine** pricing, including exhaust brake, shall be provided for any compatible chassis offered. Contractor's proposal shall specify type, size/displacement, peak rated horsepower, peak rated torque, fuel tank capacity, and any required modifications to base model specification. Engine(s) shall meet all current Diesel Emissions EPA requirements.

8.2. **Transmission** shall be automatic, minimum 5-speed, with auxiliary oil cooler.

8.2.1 **Magnetic Drain Plug and Reusable Gasket** shall be installed to oil pan if available from chassis OEM.

8.3. **Chassis** shall meet or exceed minimum specifications outlined in Sections 5, 6, and 7 according to the duty class offered.

8.3.1 **Modifications** shall comply with FMVSS. Manufacturer must be certified by the National Highway Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. On "cutaway" conversions, added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method conforming to chassis OEM body builder's requirements.

8.3.2 **Differential Gear Ratio** shall allow for sustained highway cruising speeds as well as easy acceleration from an inclined stop in mountainous terrain. Contractor's proposal shall specify ratio of proposed chassis. MMT may request gearing modifications for specific use applications.

Option 2. **Limited Slip Rear Axle** pricing shall be provided for OEM chassis incorporating LS Rear axle. Contractor's proposal shall specify differential gear ratio.

Option 3. **4WD Conversion** pricing, including transportation, shall be proposed.

8.3.3 **Driveshaft**, bearings, and u-joints shall be OEM standard for proposed chassis GVWR. One or more protective metal guards shall be installed to prevent any section of the driveshaft from striking the ground, contacting brake or fuel lines, and/or penetrating the body of the vehicle in the event of a failure, in accordance with 49 CFR Part 393.89.

Option 4. **Driveline Retarder** pricing shall be provided for an electromagnetic driveline retarder such as Telma to be installed according to manufacturer's requirements. Multistage activation shall be triggered by application of service brakes. Contractor shall specify wheelbases or options that may potentially obstruct installation.

8.3.4 **Suspension Frame Height** shall be equal on both sides of the vehicle. Shims or comparable methods shall be used on curbside of vehicle to compensate for extra weight of mobility lift and to keep bus level.

8.3.5 **Shock Absorbers** front and rear shall be highest rated OEM available.

8.3.6 **Front and Rear Springs** shall match GAWR capacity and have a ground load rating equal to or exceeding GVWR.

8.3.7 **Rear Suspension** shall be chassis OEM.

Option 5. **Rear Air Suspension System** such as Kelderman 2 Stage shall be proposed with delete and credit pricing for the Rubber Leaf Suspension System.

Option 6. **Rubber Leaf Suspension System** such as MORryde shall be installed as an upgrade to the OEM rear suspension according to manufacturer's exact requirements. System shall maintain a level position once loaded to full capacity without affecting ride quality.

8.3.8 **Exhaust** shall be a heavy-duty, corrosion-resistant system that meets or exceeds FMVSS, State of Colorado, and EPA noise level and exhaust emission requirements. Exhaust shall exit bus to streetside rear. Bottom of tailpipe shall terminate a minimum 12 inches above ground level. Window immediately above outlet must be fixed. Heavy-duty exhaust hangers shall be standard equipment and bolted to the frame. All hanger U-bolt thread orientation must be directed sideways. All exhaust system modifications shall use the exact type, size, and gauge material as OEM exhaust system. At a minimum, there shall be three (3) tailpipe hangers.

8.3.9 **Steering** shall be OEM power assisted and incorporate tilt-wheel feature. Once vehicle is built complete and at full curb weight, it shall receive a full front-end alignment per chassis OEM guidelines for caster, camber, and toe. Any repairs required to bring alignment settings within the adjustable range shall be completed prior to delivery. A printout with contact information shall be provided from the alignment shop, showing chassis VIN and settings before and after alignment. Contractor shall provide the alignment specification sheet at time of delivery. If the alignment specification sheet cannot be produced at delivery, Contractor shall make arrangements to have the vehicle aligned locally and shall notify the MMT PM of any such arrangements.

8.3.10 **Service Brakes** shall be chassis OEM ABS power-assisted disc brakes meeting FMVSS 49 CFR and Colorado Motor Vehicle Safety Standards.

8.3.11 **Parking Brake** shall be foot operated with a warning light on the dash. Parking brake shall be factory installed in the rear braking system and not lock on the driveline.

8.3.12 **Wheels** shall be steel OEM, rated to meet or exceed GVWR. All 7 (6 + 1 spare) shall be painted white to match bus finish and interchangeable.

8.3.13 **Air Valve Extensions** shall be installed on dual rear wheels.

8.3.14 **Front and Rear Mud Flaps** shall be installed clear of suspension and exhaust components. Clearance between rear tires and flaps shall be sufficient to allow for installation of snow chains.

8.3.15 **Tires** shall be All Season radials of equal size and rating with an M+S (mud and snow) designation to meet Colorado's winter Traction Law (Code 15). All 7 (6 + 1 mounted spare) shall be largest OEM recommended size for wheels and GVWR specified. Combined load rating of 6 mounted tires shall equal or exceed GVWR of vehicle. Spare tire shall be mounted

to spare wheel and shipped loose with vehicle unless spare tire carrier is optioned. All mounted tires shall be electronically spin balanced. Contractor shall specify manufacturer, model, and size of tires offered with proposed chassis.

Option 7. **Spare Tire Delete** and credit pricing shall be proposed.

Option 8. **Drop-Down Tire Chains** pricing shall be provided.

8.3.16 **Fuel Tank** shall be largest available OEM. Contractor shall specify capacity. OEM fuel system shall not be modified. Any fuel tank breached during modification shall be removed and replaced with a new fuel tank. Repairing breached tank will not be acceptable.

8.3.17 **Exposed, Locking Fuel Cap** shall be provided unless fuel door is standard equipment on proposed model. MMT will specify any locking/unlocking fuel filler cap and fuel door/no fuel door preferences at time of order.

Option 9. **Locking Fuel Door** pricing shall be proposed.

8.3.18 **Bumpers** shall be installed front and rear. Front bumper shall be chassis OEM. Rear bumper shall be steel, painted black, and installed to the frame using heavy duty brackets and Grade 8 bolts.

Option 10. **Front Safety Bumper** such as Romeo Rim HELP energy absorbing bumper pricing shall be provided.

Option 11. **Rear Safety Bumper** such as Romeo Rim HELP energy absorbing bumper pricing shall be provided.

Option 12. **Bumper Anti-Ride Shield** installation pricing shall be proposed.

Option 13. **Reverse Assistance System** pricing shall be provided for sensor and alarm system such as Hawkeye.

Option 14. **Backup Camera System** pricing shall be provided for rear mounted camera with Color Monitor.

Option 15. **Rear View Mirror W/ Integral Display** and backup camera w/night vision pricing shall be provided.

8.3.19 **Two Rear Tow Hooks** shall be installed to the frame and permit towing of the vehicle without distortion or failure.

8.3.20 **Daytime Running Lights** (DRL) shall be chassis OEM.

8.3.21 **Engine Hour Meter** shall be installed if not provided by chassis OEM.

8.3.22 **Cruise Control** shall be chassis OEM.

8.3.23 **Windshield Wipers** shall be chassis OEM adjustable speed intermittent wipers.

8.3.24 **Horn** shall be chassis OEM.

8.3.25 **Stereo** shall be chassis OEM standard AM/FM/CD with clock. 2 front speakers shall be located in the cab section and a minimum 4 rear speakers will be installed in the passenger compartment.

Option 16. **OEM Stereo Delete** and credit pricing shall be provided.

8.3.26 **Driver Side Sun Visor** shall be chassis OEM and match interior.

8.3.27 **Rearview Mirror** shall be chassis OEM.

8.3.28 **Interior Passenger View Mirror** with 6x9 inch nominal dimensions shall be installed above the windshield. Mirror angle shall be adjustable to provide driver with full view of passenger compartment.

8.3.29 **Exterior Mirrors** shall be remote operated, adjustable, and heated by 12-volt defroster grids. Support frames and mounting hardware shall have a corrosion resistant finish. Mirrors shall comply with SAE recommended standards and 49 CFR 393.80.

Option 17. **Composite Side Mirrors** pricing shall be provided for mirrors such as Velvac 2020.

8.3.30 **In-Dash Heater/Defroster** shall be Chassis OEM.

8.3.31 **In-Dash Air Conditioner** shall be Chassis OEM.

8.4. **Auxiliary Heater** shall be floor mounted and located under the seats in the passenger compartment. System shall maintain a range of 65°F to 70°F with an ambient temperature of 0°F. Controls shall be independent of in dash heater, with a three position, (OFF/LOW/HIGH) selector switch. Heater shall meet SAE recommended standards and practices and comply with applicable criteria of 49 CFR 393.77. Contractor shall specify rated output of proposed unit in BTUs. MMT will specify placement of auxiliary heater at time of order.

Option 18. **Additional Auxiliary Heater** installation pricing shall be provided. Each individual heater shall be operated by a separate selector switch.

8.4.2 **Silicone Heater Hoses** shall be installed and equipped with quarter-turn shut off valves. Shielding and protective grommets shall be provided at any point hoses penetrate or rub against metal or other sharp or abrasive materials. Insulated "P" clamps shall be installed at 24-inch minimum intervals for support.

8.4.3 **Circulation Booster Pump** shall be installed as required. Activation shall be regulated by auxiliary heater selector switch.

8.4.4 **Electric Heater Control Valves** shall be installed in supply and return lines. Activation shall be regulated by auxiliary heater selector switch.

Option 19. **Vacuum Operated Shut-Off Valve** pricing shall be provided for installation in heater supply and return lines in lieu of electric valves.

8.5. **Auxiliary Air Conditioning** (A/C) system proposed shall be a dual compressor climate control unit capable of reducing passenger compartment temperature from 100°F to 70°F (+/-5°) within 30 minutes of system engagement. System shall maintain a range of 65°F to 70°F, measured 12 inches above floor level, with an ambient temperature of 90°F. Performance evaluation data confirming the specification shall be supplied with the proposal. A/C system shall be separate from OEM chassis A/C system but utilize same refrigerant type. Controls shall be located within easy reach of driver and installed independent of OEM chassis HVAC controls. Evaporator and condenser shall be matched to compressor as per system manufacturer's requirements. Contractor shall specify manufacturer, model, and rated output of all proposed systems. MMT will approve placement of auxiliary air conditioning at time of order.

8.5.1 **Evaporator** shall be mounted to roof bows at rear wall of bus. Drains shall run downhill from the evaporator housing and discharge below floor level. Any exposed drain lines, refrigerant hoses, or gaps between evaporator cover and rear wall shall be properly covered with smooth-trimmed close out panels matching bus interior.

8.5.2 **Refrigerant Hoses** and wire harnesses that pass within 12 inches of exhaust system shall be shielded from heat damage. All hoses must be installed a minimum of 6 inches away from catalytic converter and 4 inches away from exhaust pipes and muffler. Shielding and protective grommets shall be provided at any point refrigeration or drain lines penetrate or rub against metal or other sharp or abrasive materials. Insulated "P" clamps shall be installed at 24-inch minimum intervals for support. Hoses and fittings must meet SAE standard J2064.

8.5.3 **A/C System Information Label** shall be located in the engine compartment. Label shall provide details including installation date, system manufacturer, evaporator model, refrigerant type and quantity, compressor model, and compressor oil type and quantity.

Option 20. **Roof-Mount HVAC** pricing shall include installation of overhead, center mount system such as Thermo King SLR. Contractor shall specify applicable model and rated output.

Option 21. **"Cool Only" Roof-Mount System** pricing shall include installation of overhead, center mount A/C only system such as Thermo King. Contractor shall specify model and rated output.

8.6. **Electrical System** shall be a 12-volt, negative ground, alternator-powered system. OEM chassis wiring shall remain unchanged as much as specification requirements allow. All OEM chassis functions energized through the ignition switch shall remain as installed. If any section of these specification requirements may result in electrical draw exceeding the capabilities of the OEM electrical system, Contractor shall advise MMT of such anticipated impacts, and shall provide potential solutions to increase the electrical system capacities to meet operational and technological systems requirements.

8.6.1 **Master Battery Disconnect Switch** shall be provided to energize all bus body electrical power other than exterior lights. Ignition hot and battery hot body power shall be routed through the master battery disconnect switch. Body electrical components and functions shall not operate if master switch is in OFF position. Body components activated by ignition hot power shall not operate unless both master switch and ignition switch are in ON position. Contractor to specify short list of available master battery disconnect switch locations for each model. MMT shall specify master switch location preferences at time of order.

8.6.2 **Electrical Compartment** shall be located above driver's position and easily accessible through a latching access door. Compartment shall contain all bus body power electrical junction boxes, breakers, relays, and controls. Size of compartment shall allow for ease of maintenance and component repair. A minimum of 4 unused, 30-amp maximum breaker slots shall be provided to accommodate installation of additional electrical components. An "As Built" wiring legend identifying circuit functions and breaker positions shall be laminated and secured to inside of access door.

8.6.3 **Manual Reset Circuit Breakers** shall be provided in lieu of fuses.

Option 22. **Standard Blade Fuses** shall be proposed in lieu of manual reset circuit breakers, with delete and credit pricing.

8.6.4 **Wiring** shall conform to latest revised versions of SAE standards J1127 and J1128. Insulation material shall be selected for the maximum ambient temperature of its on-vehicle environment per table 1 of SAE standard J1292. Wiring shall be color-coded and permanently heat or ink stamped at a minimum of six inch intervals with circuit identification or function codes. Each wire's color, gauge, and code identification shall be referenced on electrical diagrams encompassing all installed electrical systems and their connections to chassis OEM electrical systems. Wiring shall be continuously enclosed in non-metallic loom meeting current SAE standard J562, and be adequately supported and routed for protection from heat, moisture, solvents, corrosion, road debris, abrasion and tension. Wiring shall be of sufficient length to permit proper positioning as well as replacement of terminals at least twice without creating excessive tension. Wiring specifications shall apply to alternator, battery, HVAC system, mobility lift, and all other electrical components.

8.6.5 **Protective Grommets** shall be installed at any point wiring harnesses penetrate or rub against metal or other sharp or abrasive materials.

8.6.6 **Interior Body Harnesses** shall be joined using pin and socket plug connectors such as Molex.

8.6.7 **Exterior Wiring Harnesses** shall be joined using plug connectors sealed against the elements, such as Deutsch or Weather Pak. The use of splice-in connectors such as Scotch Locks will not be acceptable.

8.6.8 **Wires Larger than 10 Gauge** shall be properly crimped, soldered, and sealed with heat shrink tubing. Connections made by hydraulic or connector fusing crimp tools shall be acceptable in lieu of soldering. The use of butt connectors will not be acceptable.

8.6.9 **Battery Cables** shall be minimum No. 4 AWG type SGX meeting current SAE standard J1127. Battery cables installed in place of chassis OEM battery cables must be a continuous run and sized to exceed maximum draw.

8.6.10 **Three Added Grounds** of 1/0 or 0-gauge cable shall be installed between (1) engine and OEM chassis frame, (2) cutaway body frame and OEM chassis frame, and (3) mobility lift pump housing and auxiliary battery. Cables shall be of a continuous run. Splices will not be acceptable.

8.6.11 **"As Built" Wiring Diagrams** and schematics shall be provided in manual form with each vehicle order. At a minimum, diagrams shall include wire color and identification codes,

all bus body electrical functions and components, and connections to OEM chassis electrical harnesses. Diagrams shall specifically match the constructed vehicle and all selected options. General, nonspecific wiring diagrams will not be acceptable.

8.6.12 **Alternator** shall be chassis OEM with a minimum 220 amps. 110-190 amp dual alternators may also be considered. Proposal shall specify alternator type and amperage rating for chassis proposed.

8.6.13 **Voltmeter** with needle gauge shall be installed in Driver's Compartment and wired to battery hot body power.

8.6.14 **Fast Idle** activation shall be regulated by a combined high idle/lift interlock device such as Intermotive Gateway. Gasoline engine idle speed shall increase to 1500 RPM (diesel 1200 RPM) and shall engage only when vehicle is in park, parking brake is applied, and service brake is released. Fast idle shall automatically activate if charging system voltage drops below 12.5 volts, in dash A/C is switched on, auxiliary A/C is switched on, or auxiliary heater is switched on (diesel engine option only). Idle shall return to normal whenever the service brake pedal is applied, parking brake is released, transmission is taken out of PARK, or manual override is selected on LED display panel.

8.6.15 **Dual Batteries** shall be largest capacity chassis OEM with a minimum rating of 1300 CCA combined. Battery terminals shall be coated with anti-corrosion protectant. Contractor shall specify manufacturer, type, and CCA rating of batteries proposed.

8.6.16 **Battery Box** shall contain both batteries, the high-amperage mobility lift circuit breaker, and all other high-amp body power circuit breakers, in a curbside weatherproof compartment. Bottom of box shall extend no lower than bottom of entry door. Battery box shall include a slide-out tray with drain holes in both tray and box that align while locked in stowed position. Battery cables shall be of sufficient length and routed to allow for full travel of slide out tray, and shall be protected and flexible enough to fold away when stowed without shorting or damaging the cables. Tray slides shall be heavy-duty stainless steel and box, tray, and battery hold-downs shall be constructed of corrosion resistant materials. Battery box access panel shall be top-hinged and lockable. A spring latch shall be installed to hold access panel in an open position for service and a diagram showing battery power circuit configuration shall be installed to the inside of the panel. MMT shall specify preference for keyed lock or thumb latch securement of access panel at time of order.

Option 23. **Alternate Battery Location** pricing shall be proposed to locate one battery in battery compartment and one battery in engine compartment. Contractor shall specify if option to locate both batteries in engine compartment is available.

8.6.17 **Driver Control Console** incorporating body electrical component and function switches and warning lights shall be installed within easy reach of driver. Console shall be attached with nut and bolt fasteners (no self-tapping screws) with a removable access panel. Console wiring harnesses shall be equipped with detachable connectors for ease of removal and service. Overhead console mounting will not be acceptable.

8.6.18 **Two 12-Volt Power Points** shall be located in Driver's Compartment. One or both may be chassis OEM. Power points shall be installed if two are not pre-existing.

8.7. **Exterior Lights** shall all be voltage-regulated, light-emitting diode (LED) type. Exterior lights shall operate regardless of master battery disconnect switch position, and shall meet all State of Colorado and FMVSS/DOT requirements and specifications. Exterior light configuration shall include amber front marker lights, amber side marker/turn signal lights, amber rear turn signal/hazard lights, red rear clearance lights, red brake/taillights, red high mount stop lamp, and clear reverse lights. Operation of marker, clearance, tail, and license plate lights shall be controlled by OEM chassis headlight switch. Four-way flashers for hazard indication shall be wired together with turn signal indicators. Contractor shall provide detail of proposed rear exterior light configuration with proposal.

8.7.1 **Center High Mount Stop Lamp** shall be an 18" strip or equivalent low profile surface mount light. Stop lamp shall be installed over emergency exit door/window.

8.7.2 **Armored Housings** shall be provided for all marker and clearance lights. Armor shall be rustproofed and painted white.

8.7.3 **Rear License Plate Holder** shall incorporate an LED lamp.

Option 24. **Amber Loading Lights** shall flash whenever entry or mobility lift doors are open. Lights shall also be activated by driver's console ON/OFF switch. Pricing shall be provided for installing lights to rear of bus. Contractor shall approve activation method at time of order.

Option 25. **Deluxe Fog Lights** pricing shall be provided for manufacturer such as PIAA.

Option 26. **Underhood Service Light** pricing shall be provided for an LED light that shall illuminate the engine compartment whenever the hood is open.

8.8. **Passenger and Interior Lights** provided shall all be LED. Lights other than driver's dome shall operate only when master switch and ignition are in ON position. Passenger area, entryway, and lift loading area shall be illuminated according to CFR 49 Part 38.31. Interior and exterior entryway and lift loading area lights shall be ADA-compliant.

8.8.1 **Driver's Dome Light** shall activate whenever driver's door is open.

8.8.2 **Interior Courtesy Lights** shall be mounted overhead and illuminate the passenger area whenever entry doors are open. Six (6) lights minimum shall be installed on vehicles under 25 feet in length and Eight (8) lights minimum shall be installed on vehicles 25 feet and longer. An ON/OFF switch shall be installed to allow driver to activate lights whenever entry doors are closed.

8.8.3 **Interior Stepwell and Exterior Entry Lights** shall illuminate the steps in the entry door area, as well as the ground outside, whenever entry doors are open. Lights shall be mounted so as not to create a hazard for boarding and alighting passengers.

8.8.4 **Interior and Exterior Lift Door Lights** shall illuminate the lift loading area as well as the ground outside whenever lift doors are open.

8.9. **Body Construction** shall be free of cracks, dents, defects, and physical damage and shall meet applicable FMVSS and Federal Motor Carrier Safety Regulations in accordance with Publication 101-592 and 15 CFR Part 280, all fasteners utilized in the assembly and

construction of body, sub-assemblies, or components shall comply with all applicable Federal, State and local law ordinances and shall be appropriate for the intended application. Contractor shall certify that all joints and corners where stress concentration may occur are adequately reinforced to fully withstand the required loads and road shock that a vehicle of this type is exposed to. Vehicle manufacturer shall certify that its latest body design and construction methods meet or exceed the requirements of FMVSS 220.

8.9.1 **Exterior Panels** shall have lap joints and exterior seams shall shed water. Sealing of panels shall not depend on caulking alone.

8.9.2 **Flexible Sealant** such as Sikaflex shall be applied wherever sealer is required.

8.9.3 **Fasteners** such as nuts, bolts, clips, washers, and clamps, including those that shall be exposed to the elements, shall be zinc or cadmium-plated, phosphate-coated, or stainless steel to prevent corrosion. No metal sheet screws shall be permitted.

8.9.4 **Rain Gutters** shall be installed over all windows and doors.

8.9.5 **License Plate Holders/brackets** shall be installed front and rear. All plate fastening hardware shall be provided.

8.9.6 **Roof Construction** shall be of sufficient strength to prevent vibration, drumming, or flexing, and design shall prevent pooling of water. Roof shall meet FMVSS 220 with respect to rollover protection.

8.9.7 **Roof Hatch** with ventilation shall be installed to provide rooftop emergency exit and multiposition ventilation.

8.9.8 **Doors** shall be properly sealed to prevent entry of air drafts and water into vehicle interior, including spray from commercial vehicle wash equipment and driving rain. Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without leaking or deteriorating.

8.9.9 **Two Complete Sets of Keys** shall be provided. Each set shall include at least one key for each type of lock installed on the vehicle, such as driver's door/ignition, lift door, battery box, fuel door/cap, storage, and entry doors as applicable. Ignition and driver's door shall be keyed alike. All access panel, fuel door, battery box, and ITS storage or overhead door locks of similar design shall also be keyed alike.

Option 27. **Additional Complete Set of Keys** pricing shall be provided, to include at least one key for each type of lock installed on the vehicle, such as driver's door/ignition, lift door, battery box, fuel door/cap, storage, and entry doors as applicable.

8.9.10 **High Pressure Water Test** shall be performed upon completion of vehicle construction to ensure there are no water leaks of exterior seams, doors, windows, roof, or overall structure. A certification of the water test result shall be provided with each vehicle at delivery.

Option 28. **FRP Exterior Skin** pricing shall be provided for fiberglass reinforced paneling.

Option 29. **Lightweight Interior Paneling** pricing shall be provided for composite panels such as Azdel.

Option 30. **Undercoating** pricing shall be provided. Undercoating shall be a nonflammable resin type polyolefin or equivalent and shall be applied at time of manufacture. Contractor shall specify type of undercoating proposed.

8.10. **Floor Construction** shall be specified for each proposed model.

8.10.1 **Sub-Floor** covering shall be minimum 5/8" thick marine grade plywood. All edges and joints shall be moisture sealed. Sub-flooring shall be filled and sanded smooth.

Option 31. **Engineered Wood Flooring** pricing shall be provided for proposed model.

Option 32. **Floor Underbelly** pricing shall be provided. Contractor shall specify material type.

8.10.2 **Floor Covering** shall be provided that is smooth, slip resistant, and ADA-compliant, such as Altro Transflor Meta or Gerflor Tarabus Sirius. MMT will specify floor color from stock selections at time of order.

Option 33. **Ribbed Rubber Flooring** such as RCA Transiflor pricing shall be provided.

8.10.3 **Flooring Edges** shall be welded to provide a completely sealed floor. The floor covering shall not shrink during the service life of the vehicle. Floor material shall be securely bonded to sub-floor with waterproof adhesive in accordance with manufacturer's requirements. All mating edges of flooring, step tread and step nosing materials shall be weather sealed and heat welded to prevent water penetration. The height of the sealant bead shall be consistent with the flooring, step tread and step nosing base thickness. Floor covering shall meet FMVSS 302 addressing fire and flame retardance and smoke suppression, and shall not emit toxic and/or lethal hydrogen chloride fumes if ignited. Floors and sidewalls must shed water for ease of washing and cleaning. Automotive carpet or other water absorbent materials will not be acceptable.

8.10.4 **Cove Molding** shall be one continuous piece along each wall except when interrupted by wheel well, fuel filler tube, mobility lift door, or interior corner covers and door openings. Flooring shall be covered up as one piece from floor level to wall mounted seat rails on both sides.

8.10.5 **Step Edges** shall have yellow step nosing. Tread and step edges shall be bonded into one piece.

8.10.6 **Standee Line** shall be a yellow, 2-inch-wide band between passenger compartment and stepwell. Color of line shall match wording on standee sign. Standee line shall always match step edge color.

Option 34. **White Standee Line/Sign/Step Edging** pricing shall be provided.

8.10.7 **Fuel Pump Access Panel** shall be provided.

8.10.8 **Step Risers** shall be a maximum of 9 ½ inches high. Step tread shall be a minimum of 8-½ inches deep. Tread depth on all steps shall be equal and comply with all regulatory requirements.

8.11. **Electric Heated Entry Step** shall be provided for de-icing of lowest step. Step heater shall be operated by a console mounted ON/OFF switch. Heater shall only operate with ignition ON.

8.12. **Entry Doors** shall be electric, dual leaf, outward opening “transit style” with an overlapping safety seal. A thick rubber threshold seal or brush comb shall cover any gap between the lowest part of the door and the mating step surface greater than 3/8”. Door leaves shall be equipped with full length, tinted, tempered safety glass panes that conform to all applicable Federal and State Motor Vehicle Safety Standards, and provide a minimum clear opening width of 30 inches (CLASS A 27 inches minimum). Doors shall be operated by a rocker switch located in the driver’s area. Entry door shall not be operable unless the vehicle is in park. Entry doors shall be equipped with an interior safety release mechanism, permitting the doors to be mechanically opened in the case of an emergency. Instructions for emergency release shall be posted adjacent to release handle.

8.12.1 **Exterior Entry Door Toggle Switch** shall be installed adjacent to doors. Switch shall be wired to battery hot body power. Switch shall operate only with master battery disconnect in ON position.

Option 35. **Entry Door Grab Rails** pricing shall be provided.

8.13. **Rear Emergency Exit Window** shall be provided.

Option 36. **Rear Emergency Exit Door** shall be proposed ILO rear exit window. Door shall have nominal dimensions of 32” x 54” and upper and lower glazed window panes. Exit door shall be tied into the interlock system, and shall illuminate the “DOOR AJAR” LED display and sound an audible alarm to alert the operator when the door is not securely closed and latched. Exit door shall have an interior locking mechanism which shall also trigger interlock system when ignition is switched on with lock in place. Exit door shall have a red, easily accessible interior release handle. Directions for use shall be posted immediately adjacent to handle. Exit door shall also be equipped with exterior latch.

8.14. **Mobility Lift Doors** shall be located behind the passenger entry door. Lift doors shall be double leaf and the total opening dimensions shall be specified in Contractor’s proposal.

8.14.1 **Glazed Windows** meeting all applicable Federal and State Motor Vehicle Safety Standards and ADA requirements shall be installed in each leaf. Lift door windows shall match height and tint of fixed body windows.

8.14.2 **Lockable Exterior Handles** shall be installed on each leaf.

8.14.3 **Gas Struts** shall be installed at the top of each door to ensure doors remain in an open position whenever lift is in use.

8.14.4 **Nylon Limit Straps** shall prevent doors from opening past 100 degrees.

8.14.5 **Door Ajar** signal shall be sent to interlock system whenever lift doors are open, triggering the Gateway “DOOR AJAR” warning and audible alarm if transmission is not in park and parking brake is not applied.

8.15. **Driver’s Door** shall be chassis OEM.

8.15.1 **Driver's Door Grab Handle** shall be steel reinforced molded plastic. Handle shall be mounted to the exterior of the B pillar, rear of the door.

8.15.2 **Driver's Running Board** shall be weatherproof, slip resistant, and designed to support 300 pounds without warping. Running board shall extend 10 inches minimum and run the full bottom length of the driver's door.

Option 37. **Running Board Delete** and credit pricing shall be proposed.

8.16. **Windows and Windshield** shall meet all applicable Federal and State Motor Vehicle Safety Standards. Windshield and driver's door window shall be OEM glazed with laminated glass and uniformly tinted. Side windows shall be a flat black, aluminum frame, egress transit type or top T-sliding panel type. A full window shall be provided in the transition panel between the windshield and entry doors to eliminate the blind spot created by the transition panel and enable the driver to fully view the curb and pedestrians from the driver's seat. Windshield shall be minimum (AS-1), operator's door window and rear exit door window (AS-2), and all other windows minimum (AS-3) grade safety glass, and shall meet FMVSS 205, 212, and 219. Windows shall be factory tinted with a 31% light reduction.

8.16.1 **Emergency Exit Windows** shall be installed on both sides of the vehicle, with a minimum of two per side. Emergency exits shall be top-hinged, clearly labeled, and have unobstructed openings. Exit windows shall comply with FMVSS 217 and be equipped with an audible alarm system to alert the driver when a window is not completely closed.

8.17. **Insulation** with a minimum R6 rating shall be provided between interior and exterior wall and ceiling panels. Insulation shall have sound-deadening and vibration reduction qualities and be moisture proof and prevent wicking. Installed insulation shall be fire-resistant, comply with all federal requirements, and shall pass the testing requirements specified in the FTA recommended Fire Safety Practices for Transit Bus and Van Materials Selection.

8.18. **Interior Finish** in the driver's area shall be a non-reflective material and/or flat grey color. All sharp corners, edges and protruding hazardous surfaces shall be eliminated. There shall be no open seams between trim panels. All panels shall be the same color and match the rest of the interior. All interior panels, finish materials, and treatments shall be flame retardant in conformance with FMVSS 302 and shed water for ease of cleaning.

8.18.1 **Ceiling and Sidewall** panels shall be scuff and scratch resistant.

8.18.2 **Padded, Vinyl Wrapped Headers** shall be installed over mobility lift doors, entry doors and in driver's compartment.

8.18.3 **Overhead Compartment** shall be used for ITS equipment access or driver storage if no destination sign is selected. Compartment access door shall be as large as available space allows. MMT will specify keyed lock or thumb latches at time of order.

8.18.4 **DVR Compartment** shall be installed, with lockable access door, to driver "B" pillar or passenger "A" pillar paneling as space and structure allow.

8.18.5 **Driver's Coat Hook** and retaining strap shall be provided.

8.19. **Vertical Stanchions and Grab Rails** shall be 1¼ inch stainless steel and bolted into structural frame members or metal plates. Additional stanchion locations and grab rails may be required and will be specified at MMT at time of order; Contractor shall coordinate with MMT to offer pricing for additional stanchion sections as needed.

8.19.1 **Overhead Handrails** shall be provided, and except for gaps at doorways shall run the length of the passenger compartment.

8.19.2 **Angled Grab Rails** shall be a minimum 30 inches long, and installed on both sides of the entry way. Grab rails shall not limit clear entry door width.

8.19.3 **Modesty Panels** shall harmonize with interior, both in color and design, and shall not provide a hazard to passengers. Panels are to be “through bolted” to a vertical floor-to-ceiling stanchion and horizontal stanchion-to-wall cross rail. Standard screws will not be acceptable. The upper panels shall be smoked, shatterproof lexan or plexiglass, “shock-mounted” to prevent rattle. The lower padded panels shall be vinyl wrapped, for ease of cleaning. Stanchions, cross rails, and modesty panels shall be located (1) between stepwell and front mounted lift, (2) between lift and front row of curbside seats, and (3) between driver’s seat and front row of streetside seats. Stanchion behind driver’s seat shall be mounted far enough back that cross rail and panels do not limit rearward travel of seat.

8.20. **Seating Configurations** shall be approved by MMT prior to production, and must comply with standards established by original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee spacing.

8.20.1 **Seat Dimensions** shall be:

- Seat width per person: 17.5 inches minimum
- Seat depth: 17 inches minimum
- Seat back: 21 inches minimum
- Seat back angle: 10 to 15 degrees
- Hip to knee room: 26 inches minimum (Contractor shall propose maximum available)
- Aisle width: 16 inches minimum (Contractor shall propose maximum available)

8.20.2 **Passenger Seats** models, characteristics, and finishes shall be specified. All seats shall have full individual spring suspension as well as contoured full lower back (lumbar) support. Seats shall meet or exceed FTA recommended Fire Safety Practices for Transit Bus and Van Materials Selection.

8.20.3 **Seat frames** shall be constructed of steel and meet FMVSS 210. Frames shall be bolted to floor and wall mounted positioning tracks. Track mounting shall meet all applicable FMVSS requirements, specifically FMVSS 207. Close-out trim covers shall be installed in all open wall track and between seats in floor track. Floor track trim covers shall lay flush with floor covering to prevent tripping hazards.

8.20.4 **Seat Coverings** shall be Freedman Level 3 fabric. Seat covering and padding shall cover the seat frame and meet FMVSS 302, flammability of interior material. Cushions and seat covers shall be of the slipcover type, removable and replaceable without removing the entire seat. Seat cushions shall be interchangeable. Seat color shall match vehicle interior

unless otherwise specified. MMT will specify color (within the guidelines of material type) at time of order.

8.20.5 **Seatbacks** shall be protected by ABS plastic covers. Seats located against rear wall shall not have plastic seatbacks.

8.20.6 **Seat Belts** shall be specified and bolted to the seat frame assembly. Passenger restraint belts and installation shall meet or exceed all applicable FMVSS standards, including 207, 208, 209 and 210.

8.20.7 **Two 12” seatbelt** extensions shall be provided with each vehicle.

Option 38. **Manual Seat Belts** shall be proposed with USR delete and credit pricing.

Option 39. **Seat Delete** and credit pricing shall be proposed for removal of fixed seat.

8.21. **Driver’s Seat** shall be powered, premium chassis OEM, with reclining high back, right side armrest, lumbar support, and forward and rearward slide adjustment. Seat upholstery and color shall match fabric and color chosen for passenger seating.

Option 40. **Power Seat Base** installation pricing shall be proposed for a 6-way adjustable power pedestal if not available from chassis OEM.

8.22. **Mobility Aid Passenger Securement** system is required. Contractor’s proposal shall specifically identify the manufacturer, model, and specifications of the securement system proposed. Components of the securement system shall be compatible such that the securement system functions properly without Purchaser modifications.

8.22.1 **Occupant Restraints** shall be installed at each mobility aid passenger position. Occupant restraint shall consist of a pull-tested, wall mount shoulder belt and lap belt. Fixed wall mount shoulder belts shall not obstruct use of emergency exit windows and shall meet all ADA and applicable FMVSS 403/404 requirements.

8.22.2 **Wheelchair Securement** shall consist of one set of retractors and 4 floor attachment points per mobility aid passenger position. Anchorage points shall be recess-mounted and flush with floor to prevent tripping hazards. Recessed area shall be sealed prior to anchorage installation to prevent water intrusion. Anchorage points shall be secured in accordance with FMVSS 207/208. Successful proposers shall certify that wheelchair securement meets or exceeds all applicable Federal and State Motor Vehicle Safety Standards.

8.22.3 **Alternate Securement System Retractor** configuration shall correspond to anchorage type.

8.22.4 **Anchorage Type** shall correspond to retractor configuration.

Option 41. **Full Length Track** pricing shall be proposed for L-track to be installed in floor and above windows.

Option 42. **Underseat TDSS** (Tie Down Storage System) pricing shall be provided for each foldaway seat in a mobility aid securement position.

8.23. **Mobility Aid Lift** shall have be a 1,000 lb. capacity lift with 34 x 54 inch platform, rear pump, and handrail belt. Lift shall be installed according to manufacturer's exact specifications. Lift shall be located at the front of the vehicle body and mounted so that the inner barrier plate shall not rattle against the vehicle floor or any trim/closeout pieces when stowed. When deployed, there shall be a smooth transition between lift baseplate and passenger area flooring. Any gap in this area can create a tripping hazard, catch canes, walkers, or even tip a wheelchair. Lift shall meet ADA and FMVSS 403/404 requirements, and shall not operate unless transmission is in park, parking brake is applied, ignition is switched on, and lift doors are open.

8.23.1 **Handheld Lift Pendant Control** box shall be provided with a minimum 5-foot attached cord so that lift may be operated from inside or outside of vehicle. Excess cord must be "P" clamped to interior of lift door in such a fashion that cord does not hang below the doorframe and get pinched by the closing of the doors when properly replaced on its hanger.

8.23.2 **Lift** shall be tested and adjusted between shipment and delivery and shall be made ready for immediate use upon acceptance by MMT.

Option 43. **Rear Lift Configuration** pricing shall be provided. Lift modesty panel shall be installed between lift and rearmost curbside seat when optioned. Rear lift shall be equipped with a front pump for ease of service access. Pricing shall include any credits or costs from seat deletes or additions.

8.24. **Lift Interlock** such as Intermotive Gateway combined high idle/lift interlock device and "DOOR AJAR" type LED display shall be installed. Interlock installation shall meet ADA Title 49 and FMVSS 403/404 requirements. Alarm shall sound and Gateway "DOOR AJAR" LED display shall illuminate whenever ignition is ON, lift doors are open, and either parking brake is not applied or transmission is not in park, or both. Interlock shall not provide power to lift if lift doors are closed. Interlock shall only provide power to lift if master battery disconnect and ignition are switched ON, transmission is in park, parking brake is applied, and lift doors are open. Interlock shall prohibit shifting out of park until lift doors are securely closed.

8.25. **Safety Equipment** shall be provided with every vehicle. MMT will specify mounting locations at time of order. Equipment shall include, but not be limited to:

8.25.1 **Web Cutter** shall be capable of cutting seatbelts and supplied wheelchair securement straps without exposing cutting edge. Shall not be useable as a weapon.

8.25.2 **Body Fluid Cleanup Kit** shall be provided.

8.25.3 **Two International Wheelchair Access Symbols** shall be 6 x 6 inches minimum.

8.25.4 **Fire Extinguisher** shall be minimum five (5) pound ABC rechargeable, with gauge.

8.25.5 **First Aid Kit** shall be a 24-unit kit at minimum, and DOT compliant.

8.25.6 **Three Emergency Warning Triangles** shall consist of red reflective and orange fluorescent material. Each side of triangle shall be 17" to 22" long and 2" to 3" wide. Triangles shall be provided in a protective container.

8.25.7 **Backup Alarm** shall be installed. Alarm shall register 97 decibels minimum and shall sound whenever vehicle is shifted into reverse.

8.26. **Racks** shall be installed to busy body structural members or OEM chassis frame. Any current add-on racks proposed will be considered for inclusion on the available options list.

Option 44. **2-Position Bike Rack** pricing shall be provided for models from manufacturers such as Byk-Rak and Sportworks. Contractor shall specify if stainless is a no cost alternative to mild steel. If so, MMT shall specify at time of order whether stainless or mild steel is desired. If a cost difference, Contractor shall provide pricing for stainless option. Contractor shall also propose option pricing for Bike Counter Sensor and Quick Disconnect Bracket add-ons, if available.

8.27. **Video and Surveillance System** such as Seon shall include installation of equipment and all required hardware and software for a base seven (7) camera system with day/night vision, DVR, event button, minimum two (2) 1TB hard drives, and remote download capabilities. MMT will specify camera interior/exterior placements and view angles at the pre-production meeting, after which Contractor shall produce a security and surveillance system diagram confirming the intended placements and view angles. All video and surveillance hardware and software products as well as the placement and view diagram, will be reviewed and approved by MMT before production and integration. Contractor shall be responsible for installing the hardware according to the agreed-upon schematic and ensuring the specified view angles are achieved.

Option 45. **Camera System Options**. Modifications required to meet MMT's needs or match pre-existing equipment will be coordinated, by Contractor, with Contractor, MMT, and equipment manufacturer(s) to determine current model pricing and availability at time of order. Installation requirements or equipment orders with extended lead times that shall affect production or delivery timeframes must be proposed and approved at time of pre-production meeting. Contractor shall propose any alternative installation practices and locations as applicable, including any associated differences in pricing or warranty conditions.

Option 46. **Additional Camera** installation pricing (per unit) shall be offered.

8.28. **Passenger Interface Equipment** pricing options shall be proposed.

Option 47. **Passenger Stop Request** pricing shall be proposed. Controls shall be installed adjacent to seats and wheelchair securement locations for requesting stops. This shall include both audible (chime) and visual (stop request) subsystems. For ambulatory passengers, controls shall be mounted at an easily accessible height. For mobility aid passengers, controls shall be mounted between 15 and 48 inches above the floor. All controls shall be operable with one hand.

Option 48. **Public Address (PA) System** pricing shall be provided. PA system shall tie into the radio system, permitting the driver to announce stops and provide other passenger information. Vehicle shall be equipped with a minimum of four (4) interior speakers and one (1) exterior weatherproof speaker, which shall provide for clear, audible messages. A handheld microphone with volume control shall be provided within easy reach of the driver. The system shall be muted when not in use.

8.29. **Electronic Front and Side Destination Sign** and front cap view panel installation pricing and options shall be proposed for available systems. Signs shall comply with ADA requirements and be of the largest size the bus will accept. MMT shall specify mounting location of signs and sign interface controls at time of order.

Option 49. **Signage Deletion** pricing and credit amount shall be provided.

8.30. **Farebox** installation pricing shall be proposed for available systems. MMT will specify farebox system from among available options and mounting location at time of order.

Option 50. **Farebox prewire** only pricing shall be proposed for installation of circuit protected power and ground wires for farebox structure. MMT will specify prewire harness power needs and termination point at time of order.

8.31. **Communications, Information Technologies, and Data Systems Options** pricing shall be determined at time of order based on MMT's needs. The most current generation/model technologies for each system shall be proposed. MMT will specify equipment needs and mounting locations at time of order, and Contractor shall coordinate with MMT, bus body manufacturer, and equipment manufacturers to identify current model pricing, availability, management hardware and software, all required adapters and accessories, and compatibility with any pre-existing equipment. All equipment, hardware, and software proposed shall be verified by MMT for compatibility with pre-existing systems and operating environment before production. Following this review, all equipment, hardware, and software must be approved in writing by MMT before production. Installation or programming requirements or equipment orders with extended lead times that shall affect production or delivery timeframes must be proposed and approved at time of pre-production meeting. Contractor shall propose any alternative installation/programming practices and locations as applicable, including any associated differences in pricing or warranty conditions.

MMT's typical communications, information technologies, and data systems environment includes:

- Video surveillance system (see 8.27)
- Automatic Vehicle Locator (AVL)
- Automated Passenger Counter (APC)
- Operator Keypad
- On-board computer or mobile data terminal (MDT)
- Automatic Fare Collector (AFC, or Farebox) (see 8.30)
- ADA-compliant Integrated Vehicle Signage (see 8.29)
- Stop Request and Public Address Systems (see 8.28)
- Wireless communication technologies, including modems

Option 51. **Two Way Radio Antenna Prep** pricing shall be provided for a roof mounted ground plane and antenna cable pull tube. Installation shall include an interior access panel directly below the mounting plate. Antenna mounting plate shall be securely grounded to the metal substructure of the bus body with a 12-gauge wire. The cable raceway shall be routed from the mounting plate to the forward destination sign cavity. 2 circuit-protected, 10-gauge ignition hot power and ground wires shall be supplied from the electrical junction box, and routed to the forward destination sign cavity with four (4) feet of additional wire. MMT will specify pull tube and power and ground wire termination location at time of order.

Option 52. **Mobile Ticket Validator** pricing shall be provided for provision, installation, and integration of a mobile ticket validator device. Contractor shall propose available systems and coordinate with MMT for verification of compatibility with existing operating environment.

8.32. **Paint** shall only be applied to exterior surfaces that have been properly cleaned and primed as required by paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic enamel that matches OEM chassis paint scheme. Entire vehicle (excluding windows) shall be OEM white. Exterior seams shall be caulked or sealed with flexible sealant after application of exterior paint to avoid cracking or flaking from seams.

Option 53. **Custom Paint and Graphics** pricing shall be structured into two tiered categories of price range brackets to categorize the variety of paint and graphic schemes that may be required. Contractor shall propose a price range for the applications detailed within each successive tier in the Paint and Graphics categories. Price ranges for configurations combining tiers from both categories shall be determined by combining the ranges of the applicable tiers from each category and adjusting minimums and maximums appropriately. MMT will provide Contractor with any designs, photos, paint codes, or additional information that may be required to develop a configuration specific quote at time of order, and shall approve elevation diagrams and finalized pricing before purchase order is issued.

8.33. **Signs and Decals** required by state and federal law shall be provided and installed. These shall include, but not be limited to: emergency exits, standee line, ADA priority seating, etc.

8.33.1 **Emergency Exits** shall be identified with appropriate permanent labeling, including instructions for latch operation and evacuation.

8.33.2 **Roof Clearance** required by vehicle shall be posted in operator's compartment. Necessary clearance shall include height of roof hatch in venting position.

8.33.3 **FMVSS Compliance Decal** shall be posted in driver's compartment stating that vehicle meets all FMVSS regulations.

8.33.4 **Designed To Transport** manufacturer's certification label will state the "Original Seating Capacity – Designed To Transport (number of passengers, including driver)" and Gross Vehicle Weight Rating (GVWR) of vehicle.

8.34. **All Manuals** shall be provided with each order at time of delivery. Electronic files shall be stored and delivered on a thumb drive. Specified manuals shall be supplied with each order at time of first delivery.

8.34.1 **Periodic Maintenance and Inspection Schedule** shall be a single comprehensive preventative maintenance manual detailing manufacturer's recommended inspection procedures and service intervals for the supplied vehicle and all serviceable components. The PMI manual shall provide special emphasis on safety related systems, such as regular tire and suspension system inspections, brake system and mobility lift maintenance, and fluid replacement service intervals, as well as all other equipment and sub-systems equipped to the vehicle.

8.34.2 **OEM Chassis Service Manual** shall be provided and shall include chassis electrical schematics.

8.34.3 **OEM Chassis Operator's Manual** shall be provided.

8.34.4 **Installed Component Manuals** for installed air conditioning, heaters, mobility lift, interlock device, and any and all installed options and components.

8.34.5 **"As Built" Bus Body Parts Manual** cataloging part descriptions and part numbers for all parts used in the construction of the bus body.

8.34.6 **"As Built" Wiring Diagrams** and schematics shall be provided in manual form with each vehicle order. At a minimum, diagrams shall include wire color and identification codes, all bus body electrical functions and components, and connections to OEM chassis electrical harnesses. Diagrams shall specifically match the constructed vehicle and all selected options. General, nonspecific wiring diagrams will not be acceptable.

8.34.7 **Bus Body Operator's Manual** detailing functions and controls for all equipped components and accessories, such as air conditioning, emergency exits, and lift interlock.

8.35. **Model and Serial Number Manifest** listing of vehicle components shall be provided at time of delivery, including installed accessories. List shall include but not be limited to:

8.35.1 **Chassis make, model, and VIN.**

8.35.2 **Bus Body manufacturer, body model, and body number.**

8.35.3 **Engine make, model, size, and S/N.**

8.35.4 **Transmission model, speeds, and S/N.**

8.35.5 **Air Compressor model and S/N, if equipped.**

8.35.6 **Air Conditioning System manufacturer and model.**

8.35.7 **A/C Compressor model and S/N.**

8.35.8 **Interlock Device Control Module model and S/N.**

8.35.9 **Interlock Device Display model and S/N.**

8.35.10 **Mobility Aid Lift manufacturer, model, S/N, and lifting capacity.**

8.36. **Annual DOT Inspection** shall be performed before delivery. Inspection report paperwork and certification sticker shall be provided with each vehicle at time of delivery.

8.37. **60 Day Colorado Temporary Registration Tags** shall be affixed to each vehicle at time of delivery. If Contractor is unable to fulfill this specification, Contractor shall provide an explanation of such at time of proposal.

EXHIBIT 6 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

FIRM NAME: _____
ADDRESS: _____
CITY STATE ZIP: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
AUTHORIZED SIGNATURE: _____
PHONE: _____ FAX: _____
E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE _____
OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO
IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and email address: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and email address: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and email address: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____

Contact Name and Title:

Contact Address:

Contact telephone and email address:

2. _____
Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and email address:

3. _____
Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and email address:

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. _____
Name:

Address:

Telephone Number:

Type of Work:

2. _____
Name:

Address:

Telephone Number:

Type of Work:

3. _____
Name:

Address:

Telephone Number:

Type of Work:

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 7 – EVALUATION SCORESHEET

		Evaluation Factor (%)	Proposer/Bidder/Contractor		
			Vendor A	Vendor B	Vendor C
1. TECHNICAL AREA			0	0	0
1.a. Understanding of and compliance with Technical requirements	15	35	0	0	0
1.b. Delivery schedule	20		0	0	0
2. MANAGEMENT AREA			0	0	0
2.a. Past Performance and References	10	35	0	0	0
2.b. Post Delivery Inspection/Issue Resolution	10		0	0	0
3.c. Warranty	15		0	0	0
4. PRICE/COST AREA					
TOTAL BASE BID amount	30	30	\$0.00	\$0.00	\$0.00
Sum/Total of Areas 1. + 2. + 3.			0	0	0

Overall Proposal Strengths:

Overall Proposal Weaknesses:

EXHIBIT 8 – PROPOSER/BIDDERS LIST INFORMATION

This information will be used for statistical information as allowable but is required.

The City of Colorado Springs dba Mountain Metropolitan Transit (MMT) maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11.

Return this form as part of your bid/proposal regardless of your Disadvantaged Business Enterprises' (DBE) and non-DBEs status. (A DBE is a firm that meets the criteria in 49 CFR 26).

Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Jackson Simmons, MMT's DBE Liaison Officer (719) 385-5241 or Jackson.Simmons@ColoradoSprings.gov.

Firm Name: _____

Firm Address: _____

Status: Non-DBE ____ DBE ____

Company's Type of Work: _____

Month/Year firm started: _____

Annual Gross Receipts of the Firm: (check one)

_____ Less than - \$500,000	_____ \$500,001 - \$1,000,000
_____ \$1,000,001 – \$2,000,000	_____ \$2,000,001 - \$5,000,000
_____ \$5,000,001 and \$8,000,000	_____ \$8,000,001 and Above

EXHIBIT 9 – LIQUIDATED DAMAGES

Application of liquidated damages is not automatic and will only be applied after a detailed review by the MMT Project Manager and associated management staff. Liquidated damages will not be applied for situations that are determined, after careful consideration of all relevant factors, to be beyond the reasonable control of the Contractor. Such determination remains at the sole discretion of the MMT Project Manager and associated management staff.

Reference	Performance Measure	Liquidated Damages
Ex. 11 – Quality Control Provisions, Section 3, Items 3.1, 3.2, 3.3	Delay, Warranty, or Production Progress Reporting Failure (Failure to provide progress update with required details; failure to provide prompt notification of actual or possible delays once conditions known; failure to provide monthly warranty reporting)	\$35.00/occurrence
Ex. 11 – Quality Control Provisions, Section 1, Section 2; Ex. 5 – Statement of Work, Section 1	Incorrect or Missing Build Configuration (Any missing or incorrect features which differ from the approved build configuration documentation included with a given Purchase Order. An ‘occurrence’ for the purposes of this performance measure shall refer to a single system or assembly at the level of feature granularity matching that of the build configuration documentation on a per-vehicle basis, e.g., incorrect quantity of camera mounting locations, defective assembly of body electrical, improperly sized compressor, incorrect seat configuration or securement systems,	\$200.00/occurrence/vehicle

	missing safety equipment, etc.)	
Ex. 11 – Quality Control Provisions, Section 2, Items 2.1-2.16	Failure of the Quality Assurance Organization (Any documented failure of the QA Organization to perform and document its duties as described in xxx; potentially assessable in addition to other Liquidated Damages for other Performance Measures).	\$150.00/occurrence
Ex. XX – Quality Control Provisions, Section 6, Item 6.3	Delivery Requirements Failure (This measure applies specifically to the components listed in Exhibit XX – Quality Control Provisions, Section 6, Item 6.3, and is distinct from the Incorrect or Missing Build Configuration performance measure above.) (This measure includes but is not limited to: elements required for post-delivery inspection missing or defective; equipment requirements missing; delivery documentation missing.)	\$130.00/occurrence
Ex. 11 – Quality Control Provisions, Section 4, Items 4.1, 4.2, 4.3	Failure to Facilitate In-Plant Inspector (Failure to produce or provide the required documents, records, or accommodations as required by the In-Plant Inspector.)	\$50.00/occurrence
Ex. 11 – Quality Control Provisions, Section 6, Item 6.2	Delayed Production or Delivery (Failure to produce and deliver vehicles by the order-specific, agreed-upon date (factoring in	\$110.00/business day

	authorized extensions for unavoidable delays, per 6.2).)	
Ex. 11 – Quality Control Provisions, Section 5	Pre-delivery Testing Failures (Failure to perform—and document performance of—pre-delivery testing as required.)	\$70/occurrence/vehicle
Ex. 11 – Quality Control Provisions, Sections 7 and 8	Initial Orientation or Maintenance Training Requirements Failure (Failure to provide initial vehicle orientation or maintenance program training and documentation.)	\$180.00/occurrence
Ex. 11 – Quality Control Provisions, Section 9	Full Acceptance Corrections Failure (Failure to timely resolve issues identified by MMT as required for correction before Full Acceptance.)	\$145.00/occurrence/vehicle
Ex. 5 – Statement of Work, Section 8, Item 8.35	Incorrect or Missing Model/Serial Manifest Information (Failure to provide accurate and correct information for all required components per 8.35.)	\$110.00/occurrence/vehicle

**EXHIBIT 10 – PURCHASER REQUIRED SPECIFICATIONS
FOLLOWS THIS PAGE**

EXHIBIT 10
PURCHASER REQUIRED SPECIFICATIONS INPUT

Purchaser shall specify or approve optional configuration, mounting location, and operational preferences for base specifications or selected options at time of order. Section numbers and headings reference Exhibit 5 Statement of Work only. OMISSION FROM THIS DOCUMENT OF ANY POINTS IN THE PRE-PRODUCTION OR PRODUCTION PROCESSES AT WHICH PURCHASER INPUT, CONCURRENCE, OR REVIEW AND APPROVAL IS REQUIRED SHALL NOT RELIEVE CONTRACTOR OF THE RESPONSIBILITY TO FULLY COMPLY WITH THE REQUIREMENT, NOR SHALL ANY CONTRACTUAL RIGHT OF MMT BE REDUCED OR NEGATED BY ANY SUCH OMISSIONS.

<u>SECTION</u>	<u>PURCHASER INPUT</u>
8.3.17	Purchaser will specify lockable/standard fuel filler cap and fuel door presence/absence at time of order.
8.4	Purchaser will approve auxiliary heater placement at time of order.
8.5	Purchaser will approve A/C placement at time of order.
8.6.1	Purchaser will specify master switch location preferences.
8.6.16	Purchaser will specify preferred for keyed lock or thumb latch securement at time of order.
8.10.2	Purchaser will specify floor color from stock selections at time of order.
8.18.3	Purchaser will specify keyed lock or thumb latches for securement at time of order.
8.19	Purchaser may elect to specify additional stanchion sections and locations, if required, at time of order.
8.20	Seating configurations shall be approved by Purchaser prior to production.
8.20.4	Purchaser will specify color at time of order.
8.25	Purchaser will specify mounting locations for safety equipment at time of order.
8.26	Purchaser will specify at time of order whether stainless or mild steel is desired.
8.27	Purchaser will specify mounting locations and view angles for cameras at time of order (or during pre-production coordination).
8.29	Purchaser will specify mounting location of signage and interface controls at time of order.
8.30	Purchaser will select from among available systems and specify mounting location at time of order (or prewire terminal location, if selected).
8.31	Purchaser will specify additional equipment needs and mounting locations at time of order.
8.32	Purchaser will provide designs, photos, paint codes, media files, or other information required to develop a quote at time of order.

**EXHIBIT 11 – QUALITY CONTROL PROVISIONS
FOLLOWS THIS PAGE**

EXHIBIT 11 – CONTRACTOR QUALITY CONTROL

SECTION 1 ORDER PROCESS AND REQUIREMENTS

1.1 **No Guarantees.** Orders issued under this Contract shall be initiated at MMT’s discretion and no minimum order quantities are guaranteed.

1.2 **Process.** To initiate a potential order inquiry, MMT will contact the Contractor’s contract sales representative to discuss build options according to the contracted Price Agreement. MMT will relay in writing a desired build configuration and the Contractor’s staff shall develop a quote to include the base vehicle cost, optional additions or deletions, and other pre-production, production, or delivery costs which are in-scope for the Contractor according to the statement of work (SOW). With the confirming quotation, the Contractor shall also submit a proposed weight calculation, floorplan, and build sheet which shall summarize and confirm the intended configuration.

1.3 **Pre-production.** MMT will review the potential order documentation and will arrange a pre-production meeting with the Contractor. The pre-production meeting is to ensure mutual complete and accurate understanding of the desired build configuration, the production process and timeline, and quality control (QC) and delivery processes in advance of issuance of a formal purchase order. Any changes to the potential order arising from written or verbal discussions shall require Contractor to resubmit to MMT a revised quotation(s), weight calculation(s), floorplan(s), and build sheet(s).

1.4 **Purchase Order.** MMT may issue a Purchase Order (PO), which unless otherwise directed by the MMT Project Manager (PM), will constitute notice to proceed (NTP) with build production. The PO documentation shall include the quotation(s), weight calculation(s), floorplan(s), and build sheet(s) upon which the PO is based and these documents—in their versions, dates, and contents pertaining to requirements and costs—shall prevail over previous or unexecuted documents for the performance of responsibilities under this Contract. The Contractor shall produce the vehicles in precise compliance with the written instructions and specifications included with the Purchase Order.

SECTION 2 CONTRACTOR QUALITY ASSURANCE PROGRAM

2.1. QA Organization Responsibilities

2.1.1. The Contractor shall establish and maintain a comprehensive and effective in-plant quality assurance Organization (Quality Assurance, QA, QA Organization, the Organization) responsible for executing the Contractor’s Quality Assurance Program. The QA Organization shall be specifically defined and directly responsible to the Contractor’s top management. A description of the Contractor’s Quality Assurance Program (the Program) and associated processes shall be provided at time of proposal. Failure to provide documentation of the Organization’s composition, responsibilities, and processes may result in a proposal being rejected as non-responsive.

2.1.2. The Organization shall exercise quality assurance and control over all phases of production from initiation of design through procurement, manufacture, post-production, and delivery. The Organization shall control the quality of supplied documentation, components, and systems which become incorporated in the delivered product. The Organization shall have responsibility for reliability, documentation, inspection planning, quality assurance and control

systems and processes, and the acceptance/rejection of materials or articles used in the production of the vehicles.

2.1.3. The Organization shall become familiar with each order's documentation packet and requirements and shall continuously verify production processes to ensure that built vehicles conform with PO requirements.

2.1.4. The Organization shall maintain and use any records and data essential to the effective performance of the Program. The Organization shall make available to MMT and its Project Manager, In-Plant Inspector, Procurement Staff, or other authorized agent upon written request from MMT. The Organization shall retain any such records for a minimum of three (3) years from the completion of any such inspections and tests.

2.1.5. The Organization shall detect and promptly assure correction of any deficiencies. Deficiencies detected, and the actual corrective measures taken to remedy such deficiencies, shall be fully documented and such records shall be provided to MMT upon completion of the Work associated with the PO.

2.1.6. The Organization shall ensure that Contractor maintains controlled, versioned drawings and documentation that essentially describe a quality vehicle(s) that meet(s) all Contract requirements and specifications, whether order-specific or general. The Organization shall verify that each vehicle is produced in accordance with these controlled documents and with the order-specific build configuration documentation.

2.1.7. The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the Organization to verify that produced vehicles conform to requirements. These devices shall be calibrated at established periods against certified measurements standards that have known valid relationships to national or industrial standards.

2.1.8. When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.

2.1.9. The Contractor's gauges and other measuring and testing devices shall be made available for use by the MMT PM, MMT In-Plant Inspector, or authorized agent to verify that the vehicles conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

2.1.10. The Contractor shall require that each supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of non-conforming materials.

2.1.11. The Organization shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on vehicles.

2.1.12. The Organization shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these

controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.

2.1.13. The Organization shall provide and execute a system and processes for the inspection, testing, and acceptance of the completed vehicles. This requirement shall operate in addition to any requirements, QA processes, or acceptance processes which MMT may choose to execute either per the Contract or independently.

2.1.14. The Organization shall monitor the Contractor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.

2.1.15. The Organization shall administer a system for identifying and documenting the inspection status of components, systems, and completed vehicles. Inspection and status records shall be made available to MMT upon request.

2.2. Documentation and Auditing. The Organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following controls:

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

2.2.2. Inspection stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test after interior trim and insulation installation, engine installation completion, underbody dress-up and completion, bus prior to final paint touch-up, bus prior to road test and bus final road test completion.

2.2.3. Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.

2.2.4. Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

2.2.5. Discrepancies noted by the Contractor or the MMT Project Manager during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be non-conforming with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-

conforming materials, the City shall approve the modification, repair or method of correction, to the extent that the contract specifications are affected.

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

2.2.7. The Organization shall establish and maintain a quality control self-audit program. Records of this program shall be subject to review by MMT or its authorized agent(s).

SECTION 3 PROGRESS AND WARRANTY REPORTS

3.1. **Progress Reports.** Contractor shall supply the MMT PM with monthly progress reports detailing production progress and associated delays, if any. Updates will specify, at a minimum: PO number, chassis VIN, current location, production stage, and estimated timeline for delivery. Monthly updates shall track each vehicle through the procurement and production processes from initial receipt of order through to delivery and eventual acceptance by MMT.

3.2. **Prompt Communication.** Any delays or possible delays shall be communicated promptly in writing to the MMT PM. Failure to communicate delays (or possible delays) in a timely and forthright manner may constitute a possible Breach of Contract or may be subject to the assessment of Liquidated Damages according to Exhibit 9 – Liquidated Damages.

3.3. **Warranty Reports.** Warranty Repair Summary Reports shall be compiled and submitted in writing to the MMT PM on a monthly basis once vehicles begin delivery under a potential purchase order. Reports will contain a list of defects reported by the MMT PM or MMT maintenance contractor, as well as associated response(s) and corrective action(s) undertaken by the Contractor during the applicable time period. Summary reports will include all outstanding warranty claims and repair orders, detailed by vehicle VIN, and will include the Contractor's most up-to-date knowledge regarding the status of any given warranty repair. \

SECTION 4 IN-PLANT INSPECTION

4.1. **General.** MMT reserves the right to be represented at the Contractor's plant by an In-Plant Inspector who may be an employee and/or representative of MMT. The In-Plant Inspector shall monitor, in the Contractor's plant, the manufacture of vehicles built under this Contract. The MMT In-Plant Inspector shall be authorized to approve the pre-delivery acceptance tests and to release the vehicles for delivery. Upon request to the Contractor's/Organization's quality assurance supervisor, the In-Plant Inspector shall have access to the Contractor's quality assurance files related to a given order. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

4.2. **Timeline.** No less than thirty (30) days prior to the beginning of vehicle manufacture, the In-Plant Inspector shall meet with the Contractor's quality assurance supervisor. They shall review the inspection procedures and checklists. The In-Plant Inspector may begin monitoring vehicle construction activities two (2) weeks prior to the start of bus fabrication.

4.3. **Accommodation.** The Contractor shall provide office space for the In-Plant Inspector in close proximity to the final assembly area. This office space shall be equipped with a desk, outside and intra-plant telephones, file cabinets, chairs and clothing lockers sufficient to accommodate the In-Plant Inspector. The presence of the MMT In-Plant inspector shall not

relieve the Contractor or the Organization of its responsibility to meet all the requirements of the Contract.

4.4. PRE-DELIVERY TESTING

4.5. **General.** The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to MMT. These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at the Contractor's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements in the technical specifications and in the order-specific configuration documentation. This additional testing shall be recorded on appropriate test forms provided by the Contractor. Copies of these forms shall be provided by the Contractor for review at time of proposal.

4.6. **Scheduling and Provision.** The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by the MMT PM or In-Plant Inspector, either of whom may accept or reject the results of the tests. The results of pre-delivery tests and any other tests shall be filed with the assembly inspection records for each bus. The under-floor equipment shall be made available for inspection by the MMT PM or In-Plant Inspector, using a pit or bus hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. Delivery of each bus shall require written authorization by the MMT PM or In-Plant Inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

4.7. **Inspection - Visual and Measured.** Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation and to verify that components and subsystems that are designed to operate with the bus in a static condition do function as designed.

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

4.9. **Minimum Mileage.** Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The bus shall be re-tested when defects are corrected and adjustments are no longer needed. Results shall be "pass/fail" for these bus operation tests.

SECTION 5 DELIVERY AND DELAY REQUIREMENTS

5.1. **General.** Contractor shall be required to deliver completed vehicles to a location designed by MMT at time of PO issuance. Contractor shall make delivery to MMT within ten (10) business days of a completed vehicle successfully undergoing all post-production quality control activities and pre-delivery testing and inspections as described herein. Contractor shall allow for no less than 48-hour advance notice when contacting the MMT PM to schedule delivery date(s) and time(s). MMT reserves the right to waive delivery and perform pickup at Contractor's facility.

5.2. Delays

5.2.1. In the case of unavoidable delays caused by weather, strike, injunctions, government closures, or further circumstances determined to be beyond the control of Contractor, the timeframe for completion of delivery shall be extended a number of days equivalent to the length of the uncontrollable delay and shall be agreed upon in writing by Contractor and MMT.

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

5.2.3. Delays in delivery resulting from operations, accidents, or mechanical failures encountered en route by third party contract transportation services shall be considered a cause beyond the control of Contractor, provided shipment was scheduled appropriately in advance and vehicle was ready at time of transport.

5.2.4. Contractor shall be responsible for correcting or repairing any defects or damage that may result during transport. Contractor shall notify the MMT PM of any accidents or mechanical failures that may be encountered en route to delivery, and MMT reserves the right to evaluate damage and/or refuse delivery if significant damage is sustained.

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

5.2.6. The Contractor agrees to supply, as soon as such data is available, any reasonable proofs that are required by the MMT PM to make a decision on any request for a delivery extension. The MMT PM will examine the request, and any documents supplied by the Contractor, and will determine if the Contractor is entitled to an extension, and the duration of such extension. The MMT PM or MMT Procurement Staff will notify the contractor of the decision in writing.

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

5.2.8. Late Deliveries. Delays in the completion of vehicle delivery beyond the delivery dates specified, either as agreed in the contract or as extended by the MMT PM, may constitute a

possible Breach of Contract and be subject to corrective action as defined in the Contract or Exhibit 9 – Liquidated Damages.

5.3. Delivery Requirements

5.3.1. The Contractor shall deliver vehicles that are properly serviced, clean, full of fuel and fluids, and ready for service. MMT representatives will inspect the vehicle at time of delivery and conduct post-delivery inspections and tests as described in Section 9. Delivery shall not constitute Full Acceptance, as defined herein.

5.3.2. The required elements for a vehicle to pass post-delivery inspection include:

5.3.2.1. Vehicle dimensions, construction, and options match original order documentation.

5.3.2.2. Odometer reads less than 3,000 miles.

5.3.2.3. Fuels and fluids are filled to proper levels.

5.3.2.4. Engine is in proper operating condition.

5.3.2.5. All seats and seatbelts are in good condition and correct configuration.

5.3.2.6. Tires are inflated to correct pressure.

5.3.2.7. Components, accessories, gauges and switches, radio, cruise control, horn, mirrors, lights, windshield wipers, and all mechanical and hydraulic features are fully functional.

5.3.2.8. Door operation, including interlock, is free from defect.

5.3.2.9. Electrical connections are tight at batteries and fuse panel.

5.3.2.10. Exhaust height is a minimum twelve (12) inches above the ground.

5.3.2.11. Paint and glass are unblemished and in good condition.

5.3.2.12. Bumpers are level and secure.

5.3.2.13. Wheelchair Lift is properly adjusted and exhibits proper operation.

5.3.2.14. Heating and Cooling systems function according to specifications.

5.3.2.15. Emergency exits, including roof hatch, open and close properly.

5.3.2.16. Tow hooks are installed to rear frame of vehicle or elsewhere as specified.

5.3.2.17. ITS, Communications, Security and Surveillance, and Low-Volt Systems are installed and configured properly according to the approved build configuration and associated plans.

5.3.3. Equipment Requirements – Required equipment to be on-board at time of delivery and mounted as specified includes, but is not limited to:

5.3.3.1. Two (2) complete sets of keys. Each set shall include at least one key for each type of lock, such as driver's door/ignition, lift door, battery box, fuel door, storage, and entry door.

5.3.3.2. ABC rechargeable fire extinguisher.

5.3.3.3. First Aid Kit

5.3.3.4. Body Fluid Kit

5.3.3.5. Two (2) Emergency Triangles

5.3.3.6. Seat Belt Cutter

5.3.3.7. Required number of Wheelchair Securement Systems

5.3.3.8. Spare Tire (if specified)

5.3.4. Documentation Requirements

5.3.4.1. Contractor Invoice, to include:

5.3.4.1.1. Contract Number

5.3.4.1.2. Purchase Order Number

5.3.4.1.3. Order Date

5.3.4.1.4. Ship Date (to match Bill of Sale Date)

- 5.3.4.1.5. Year, Make, and Model of Vehicle Sold
- 5.3.4.1.6. Vehicle description to include engine type, lift location, number and type of ambulatory and wheelchair locations, fuel type, and GVWR
- 5.3.4.1.7. Purchase price, including all options
- 5.3.4.2. Vehicle Testing/Inspection Verification
- 5.3.4.3. Documentation of full front-end alignment completed in Colorado by Contractor
- 5.3.4.4. Water test certification completed at manufacturer plant
- 5.3.4.5. Colorado State certified scale weight certificate
- 5.3.4.6. Colorado State Patrol/DOT inspection completion report and decal
- 5.3.4.7. Model and S/N
- 5.3.4.8. Vehicle Registration: 60-day temporary tags and registration
- 5.3.4.9. Vehicle Title Documentation (May be submitted up to five (5) business days after delivery)
- 5.3.4.10. Manufacturer's Certificate of Origin – Body
- 5.3.4.11. Manufacturer's Certificate of Origin – Chassis
- 5.3.4.12. Completed Colorado Application for Title Form
- 5.3.4.13. Completed CO Verification of VIN Form
- 5.3.4.14. Bill of Sale
- 5.3.4.15. Standard Sales Tax Receipt, if applicable
- 5.3.4.16. FTA Post-Delivery Audit Documentation (May be submitted up to five (5) business days after delivery)
- 5.3.4.17. Post-Delivery Buy America Vehicle Specific Content Breakdown (Includes body and subcomponent certifications)
- 5.3.4.18. Post-Delivery Buy America Chassis Content Breakdown
- 5.3.4.19. Post-Delivery Buy America Final Assembly Certification
- 5.3.4.20. Post-Delivery FMVSS Certification
- 5.3.4.21. All manuals as defined in Exhibit 5 – Statement of Work, 8.32.
- 5.3.4.22. Warranty registration cards and forms may be submitted up to five (5) business days after delivery to allow for current mileage and delivery dates to be added. Copies of forms completed and submitted by Contractor shall be provided to MMT within this timeframe.

5.3.4.23. Service policy documents and warranty claim contact information.

5.4. Delivery Acceptance

5.4.1. If vehicle, equipment, or documentation package is determined to be incomplete at time of delivery, vehicle will not be Fully Accepted. Delivery date of an incomplete vehicle shall be considered delayed until such time as required repairs, equipment, or documents are provided that will complete the order, and such delays shall be subject to evaluation as defined in 6.3 above. Complete vehicles that are delivered within the accepted vehicle delivery timeframe, match the original order without presenting unforeseen or unwanted deviations, meet all criteria of the specifications, are delivered with all required documentation, manuals, and equipment, are clean and full of fuel, and that have passed inspection and been found to be free of defects shall be signed for by a representative of MMT.

5.4.2. Contractor shall secure a signed receipt from the MMT PM certifying date of delivery and odometer reading. Each successful delivery, including date, VIN of vehicle, and odometer reading, shall be reported to the MMT PM.

5.4.3. Delivery of vehicle shall not signify Full Acceptance on behalf of MMT. Acceptance procedures follow Section 9 below.

SECTION 6 INITIAL VEHICLE ORIENTATION REQUIREMENTS

6.1. **General.** Contractor shall provide MMT with hands-on instruction, by a qualified and experienced employee, in the safe operation of all mechanical, electrical, and hydraulic components of the vehicle. Orientation in vehicle operations shall be made available to MMT Operations, Maintenance, and Supervisory staff as requested and shall be conducted at the time of first delivery of a given build configuration. The hours and limitations of orientation services shall be specifically proposed by Contractor and delineated in the pricing agreement.

6.2. **Requirements.** Orientation shall enable an operator to locate, identify, verify, and operate all accessible vehicle components and functions, including:

6.2.1. Engine compartment daily pre-trip inspection items such as belts, hoses, and fluid levels.

6.2.2. Wheels, lug nuts, tires, and recommended pressure settings.

6.2.3. Exterior lights, including head lamps, turn signals, flashers, brake lamps, and back-up alarm.

6.2.4. Battery compartment, high-amp breakers, and master battery disconnect switch.

6.2.5. Doors, including automatic interior light activation, mobility aid lift door alarms and interlock, and entry door manual release mechanism.

6.2.6. Emergency exits and associated latching mechanisms and alarms. OEM chassis controls, switches, gauges, and indicators, including HVAC, radio, dimmer switch, and brights.

6.2.7. Electric heated mirror adjustment.

6.2.8. Driver console controls, switches, gauges, and indicators, including interior lights, electric heated entry step, and voltmeter.

6.2.9. Fast idle and interlock system.

6.2.10. Safety equipment.

6.2.11. Seat operation and adjustment, including driver and foldaway, as applicable.

6.2.12. Mobility aid securement system.

- 6.2.13. Mobility aid (wheelchair) lift, including pendant control, manual operation, and breaker reset.
- 6.2.14. Electrical panel, breaker identification and reset procedure.
- 6.2.15. Any and all installed optional equipment, including cameras and event button, stop requests, destination signs, yield to bus signals, and public address systems.
- 6.2.16. Contractor's instructor shall conduct a minimum five (5) mile familiarization road test with Purchaser's designated operator.

SECTION 7 MAINTENANCE TRAINING

7.1. **General.** Contractor shall provide MMT's maintenance staff and supervisors with an instruction and documentation program to ensure complete working knowledge of vehicle components and installed systems (excluding systems added by MMT outside of the Contract). Training program shall include, but not be limited to: detailed procedures for proper operation, service, and maintenance of vehicle powertrain, chassis, heating and air conditioning, body electrical (including doors, lighting, interlock and alarm system, troubleshooting, etc.), mobility aid (wheelchair) lift, and all installed optional equipment.

7.2. **Description.** Contractor shall provide a description of the proposed maintenance program at time of proposal submission. The description shall include, but not be limited to, a sample curriculum listing service areas to be addressed, details of how soon after delivery and by whom training shall be conducted, and what type of documentation or literature shall be provided to trainees in addition to required manuals defined in Exhibit 5 – Statement of Work, 8.32.

SECTION 8 VEHICLE FULL ACCEPTANCE REQUIREMENTS

8.1. General Full Acceptance

8.1.1. MMT reserves the right to conduct post-delivery testing of vehicles before issuing **Full Acceptance**. Tests shall be completed within thirty (30) business days of vehicle being signed for at delivery and shall include visual inspection and total vehicle operation. Vehicles that fail post-delivery tests are subject to non-acceptance.

8.1.2. MMT will document details of all post-delivery inspections, including any noted defects, in writing on MMT forms and will notify Contractor of post-delivery inspection and testing results which result in either Full Acceptance or Non-Acceptance immediately upon completion of a given vehicle's testing.

8.1.3. **Full Acceptance** of vehicles shall not release Contractor or the manufacturer from liability for faulty workmanship or materials.

8.2. **Repairs of Non-Accepted Items.** The Contractor shall perform any repairs of defects documented in the Non-Acceptance paperwork within ten (10) business days after receipt of written notification from MMT. MMT may elect to perform the warranty repairs in-house at the agreed-upon warranty repair hourly rate. If MMT elects to have the Contractor perform repairs and the Contractor cannot successfully arrange to have the necessary work completed to bring vehicle up to specification compliance within an agreed upon timeframe between the Contractor and MMT, the MMT PM may elect to issue a "Letter of Rejection," in which case the Contractor shall take possession of the vehicle, and may be found to be in Breach of Contract. Liquidated

damages for failure to repair non-accepted items may be assessable per Exhibit XX – Liquidated Damages.

8.2.1. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete required repairs. At MMT's option, the Contractor may be required to remove the vehicle from MMT's property while corrective actions are being applied. If the vehicle is removed from MMT's property, the Contractor's representative must diligently pursue repair procedures, and the Contractor shall assume risk of loss while the vehicle is under its control.

8.3. Consideration of Full Acceptance. Vehicles that have passed all inspections and been delivered in accordance with all specified requirements shall be considered and the Contractor will be notified in writing that the vehicle is Fully Accepted. Before the close of business on the thirtieth day following delivery and initial signature, MMT will either issue Non-Acceptance paperwork documenting required repairs, or will issue written Full Acceptance.

**EXHIBIT 12 – SCHEDULE OF DEVLIERABLES
FOLLOWS THIS PAGE**

EXHIBIT 12 SCHEDULE OF DELIVERABLES
PROPOSAL OR INTERMEDIATE DELIVERABLES

Contractor shall complete all required exhibits, appendices, and attachments, and shall provide all specifically required information, pricing, and documentation at time of proposal. Certain deliverables are required at intermediate stages of the contract or individual purchase order lifecycle. Additional requirements as defined in Exhibit 5 Statement of Work, Exhibit 11 Quality Control Provisions, and Exhibit 13 Warranty and Service Provisions are referenced by Document and Section Number below. 'SOW' refers to the Statement of Work. 'QCP' refers to the Quality Control Provisions. 'WSP' refers to the Warranty and Service Provisions. THE OMISSION OF ANY REQUIREMENT FROM THIS EXHIBIT SHALL NOT RELIEVE THE PROPOSING CONTRACTOR FROM THE RESPONSIBILITY TO FULFILL THE REQUIREMENT OR PROVIDE THE DELIVERABLE.

<u>SECTION</u>	<u>SPECIFIED REQUIREMENT</u>
SOW 1.6 GENERAL CONDITIONS	The bus shall meet all applicable Federal Motor Bus Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR) in effect at the date of manufacture. The bus shall also comply with all FTA recommended fire safety practices to the maximum extent possible. A list of materials, with applications, not meeting those recommendations shall be provided to MMT after Contract award. If materials certified to the recommended standard are available, MMT shall have the right to insist on their use at no additional cost.
SOW 1.7 GENERAL CONDITIONS	The manufacturer shall be ISO 9001:2000 certified. A copy of this certification must accompany all proposals.
SOW 1.8 GENERAL CONDITIONS	Detailed floor plans with dimensions shall be provided with each proposal, and shall include, at a minimum, the interior layout, seat and wheelchair tie down positions, spacing between ambulatory seats, the vehicle wheelbase, and overall length. A detailed weight calculation of the base model shall accompany each individual floorplan.
SOW 2.1 LEGAL REQUIREMENTS	The bus shall meet all applicable Federal Motor Vehicle Safety Regulations (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture and the Manufacturer shall so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. The bus shall comply with all federal, state, and local regulations, including Altoona bus testing certification requirements. The completed bus shall meet all requirements of the Americans with Disabilities Act (ADA) in effect at the date of manufacture, regardless of whether all specific regulations are addressed within the details of these vehicle specifications. Any vehicle found to be outside these standards of compliance will not be accepted.
SOW 2.2 LEGAL REQUIREMENTS	Contractor shall comply with all "Buy America" requirements. MMT will retain the services of a Buy America auditor separate from this contract. Contractor shall comply with all requests made by the Buy America auditor and all Buy America requirements.

SOW 2.4 LEGAL REQUIREMENTS	By submitting a proposal hereunder, the Contractor certifies that the coaches offered are and will be on the date of manufacture in compliance with the following: (1) all applicable requirements and regulations of United States Environmental Protection Agency; (2) all applicable regulations and requirements of United States Department of Transportation, including the Federal Motor Vehicle Safety Standards; and (3) all applicable requirements and regulations of the laws of the State of Colorado, including all regulations set forth by the Colorado State Highway Patrol. Should the Contractor find that these specifications do not meet such requirements, Contractor shall notify MMT in writing of any discrepancies prior to the start of the manufacture process.
SOW 3.1 ALTOONA REQUIREMENTS	Contractor's bus model offerings are required to comply with CFR 49 part 665. Final test report verifying all Federal requirements have been met shall be submitted with any proposal.
SOW 3.4 ALTOONA REQUIREMENTS	Contractor shall complete and submit the FTA Bus Testing Certification form with the proposal.
SOW 5.9, 6.9, 7.9 WEIGHT DISTRIBUTION	Schematic and loading calculation must be submitted for each proposed floorplan of each duty class offered.
SOW 8.5 AUXILIARY AIR CONDITIONING	Performance evaluation data confirming the specification shall be supplied with the proposal.
SOW 8.7 EXTERIOR LIGHTS	Proposer shall provide detail of rear exterior light configuration.
SOW 8.9 BODY CONSTRUCTION	Contractor shall certify that all joints and corners where stress concentration may occur are adequately reinforced to fully withstand the required loads and road shock that a vehicle of this type is exposed to. Vehicle manufacturer shall certify that its latest body design and construction methods meet or exceed the requirements of FMVSS 220.
SOW 8.22.1 OCCUPANT RESTRAINTS	Proposers shall certify that mounted occupant restraints meet or exceed all applicable Federal and State Motor Vehicle Safety Standards.
SOW 8.22.2 WHEELCHAIR SECUREMENT	Proposers shall certify that wheelchair securement meets or exceeds all applicable Federal and State Motor Vehicle Safety Standards.
SOW 8.23 MOBILITY AID LIFT	Contractor shall certify that the proposed lift meets ADA and FMVSS 403/404 requirements.
QCP 1.2 PROCESS	MMT will relay in writing a desired build configuration and the Contractor's staff shall develop a quote to include the base vehicle cost, optional additions or deletions, and other pre-production, production, or delivery costs which are in-scope for the Contractor according to the statement of work (SOW). With the confirming quotation, the Contractor shall also submit a proposed weight calculation, floorplan, and build sheet which shall summarize and confirm the intended configuration.
QCP 2.1.1	A description of Contractor's/Manufacturer's Quality Assurance Program and processes shall be provided at time of proposal.
QCP 3.1	Contractor shall supply the MMT PM with monthly progress reports detailing production progress and associated delays, if any. Updates will specify, at a minimum: PO number, chassis VIN, current location, production stage, and estimated timeline for delivery. Monthly updates shall track each vehicle through the procurement and production processes from initial receipt of order through to delivery and eventual acceptance by MMT.
QCP 3.2 PROMPT COMMUNICATION	Any delays or possible delays shall be communicated promptly in writing to the MMT PM.

QCP 3.3 WARRANTY REPORTS	Warranty Repair Summary Reports shall be compiled and submitted in writing to the MMT PM on a monthly basis once vehicles begin delivery under a potential purchase order. Reports will contain a list of defects reported by the MMT PM or MMT maintenance contractor, as well as associated response(s) and corrective action(s) undertaken by the Contractor during the applicable time period. Summary reports will include all outstanding warranty claims and repair orders, detailed by vehicle VIN, and will include the Contractor's most up-to-date knowledge regarding the status of any given warranty repair.
QCP 5.1 PRE-DELIVERY TESTING	Examples of the test forms to be used during the pre-delivery inspection process shall be provided for review at time of proposal.
QCP 7.1 GENERAL	Contractor shall provide MMT with hands-on instruction, by a qualified and experienced employee, in the safe operation of all mechanical, electrical, and hydraulic components of the vehicle. ... The hours and limitations of orientation services shall be specifically proposed by Contractor and delineated in the pricing agreement.
QCP 8.2 DESCRIPTION	Proposer shall provide a description of maintenance training curriculum at time of proposal.
WSP S1 GENERAL WARRANTY PROVISIONS	Proposer shall provide details of all warranties and excluded warranties associated with the complete vehicle, as well as components, subsystems, and optional equipment, in Attachment 5 Warranty Information. Include warranty start dates.
WSP 1.7 POINT OF CONTACT	Contractor shall provide a flowchart of responsibility (including both Contractor's own organization and third parties as required) for addressing warranty issues that arise. This flowchart along with contact information (name, phone number(s), email address(es), address, immediate supervisor's contact information, and department manager's contact information) for the Colorado Warranty Contact shall be provided with the Contractor's proposal.
WSP 4.2 EXTENDED WARRANTY	Extended warranty offers on the complete bus, subsystems and components are encouraged by MMT. If such are offered, Contractor shall include complete written details, term, and exclusions (if any).
WSP 6.1.1	Contractor, at the time of proposal submission, shall describe their available warranty repair service support network, to include technical assistance and repair facilities available, as well as any mobile warranty-covered repair service programs and parts distribution capability. Contractor shall provide service center locations, qualifications of technical staff, and contact information for warranty service centers using the attachments provided.
WSP 6.1.2	If Contractor proposes multiple manufacturers or suppliers for any base or optional component or system (chassis, body components, HVAC, etc.), then authorized service providers and locations shall be identified for each manufacturer/supplier whose products or systems are proposed.

SELECTED OPTION SPECIFICATIONS

Proposer shall provide requested information, documentation, and pricing for optional extended warranty, rental vehicle, transport service, and mobile repair plans. Section and option numbers reference requirements detailed in Exhibit 5 Statement of Work and Exhibit 13 Warranty and Service Provisions. Only those options which require additional specification for Purchaser's consideration are included in the below schedule. Consult the Statement of Work for a complete list of all Options for which pricing and information is either required or requested.

<u>SECTION</u>	<u>REQUESTED SPECIFICATIONS</u>
SOW 8.1 Option 1 Diesel Engine	Diesel Engine pricing, including exhaust brake, shall be provided for any compatible chassis offered. Contractor's proposal shall specify type, size/displacement, peak rated horsepower, peak rated torque, fuel tank capacity, and any required modifications to base model specification. Engine(s) shall meet all current Diesel Emissions EPA requirements.
SOW 8.3.2 Option 2 Limited Slip Rear Axle	Contractor's proposal shall specify differential gear ratio.
SOW 8.3.3 Option 4 Driveline Retarder	Contractor shall specify wheelbases or options that may potentially obstruct installation.
SOW 8.5.3 Option 20 Roof-Mount HVAC	Contractor shall specify model and rated output.
SOW 8.5.3 Option 21 "Cool Only" Roof-Mount System	Contractor shall specify model and rated output.
SOW 8.6 Option 22 24-Volt Conversion	24-volt Conversion pricing shall be offered for chassis where such conversions are compatible with OEM chassis and associated wiring and system components. Contractor shall summarize all pertinent changes to the vehicle build configuration or specifications requirements which exercise of this option may necessitate.
SOW 8.6.17 Option 24 Alternate Battery Location	Alternate Battery Location pricing shall be proposed to locate one battery in battery compartment and one battery in engine compartment. Contractor shall specify if option to locate both batteries in engine compartment is available.
SOW 8.9.10 Option 31 Undercoating	Contractor shall specify type of undercoating proposed.
SOW 8.10.1 Option 33 Floor Underbelly	Contractor shall specify material type.
SOW 8.26 Option 45 2-Position Bike Rack	Contractor shall specify if stainless is a no cost alternative to mild steel. If so, MMT shall specify at time of order whether stainless or mild steel is desired. If a cost difference, Contractor shall provide pricing for stainless option. Contractor shall also propose option pricing for Bike Counter Sensor and Quick Disconnect Bracket add-ons, if available.
SOW 8.27 Option 46 Camera System Options	Camera System Options. Modifications required to meet MMT's needs or match pre-existing equipment will be coordinated, by Contractor, with Contractor, MMT, and equipment manufacturer(s) to determine current model pricing and availability at time of order. Installation requirements or equipment orders with extended lead times that shall affect production or delivery timeframes must be proposed and approved at time of pre-production meeting. Contractor shall propose any alternative installation practices and locations as applicable, including any associated differences in pricing or warranty conditions.

WSP 4.2	Extended warranty offers on the complete bus, subsystems and components are encouraged by MMT. If such are offered, Contractor shall include complete written details, term, and exclusions (if any) using the provided attachments.
WSP 6.1.5	Contractor may propose pricing options for providing mobile warranty-covered repair services throughout the State of Colorado in XX XXX – Service Plan Pricing
WSP 6.1.6	Contractor may propose a flat fee for mobile technician travel expenses, to be charged to the Purchaser after each on-site service call. Parts and labor shall be furnished at no cost to MMT for eligible repairs performed within the warranty period.
WSP 6.1.8	Contractor shall specify standard labor rate that shall be charged in the event component failure is determined to be due to negligence or misuse of equipment on the part of MMT or MMT's third-party contracted maintenance staff.
WSP 6.2.1	Contractor may propose pricing for transportation services to include pick up of vehicle requiring warranty service from an MMT location and transport to nearest authorized service center
WSP 6.2.2	Contractor may propose a flat fee or a per mile fee for either transporting a vehicle using a qualified operator provided by Contractor, or for the use of towing and shipping vehicles for the transportation of vehicles that cannot be safely or legally driven on the road. All component costs shall be itemized to include operator and tow/transport vehicle, insurance, chase vehicle(s), and travel expenses.
WSP 7.1	At Contractor's option, Contractor may propose pricing options for the use of an interim replacement vehicle ("loaner bus") to be made available to MMT in instances where implementing warranty repairs place a vehicle out of service for a significant length of time. Contractor may propose unit configurations that shall be made available, a daily flat rate for rental of loaner bus, insurance and legal operating requirements, and per-mile pickup and delivery fees.

REQUIRED FROM CONTRACTOR AT DELIVERY
All Groups and Duty Classes

Contractor shall provide all specifically required documentation, equipment, and services at time of delivery, unless previously authorized to produce at a later date. Section numbers reference requirements detailed in Exhibit 5 Statement of Work (referenced herein as 'SOW') or Exhibit 11 Quality Control Provisions (referenced herein as 'QCP').

SECTION	SPECIFIED REQUIREMENT
SOW 1.12 GEN. CONDS.	Complete service including lubrication, wash, full fuel, and all other checks and adjustments required for proper complete servicing of a new vehicle intended for immediate service use.
SOW 5.11, 6.11, 7.11 WEIGHT CERTIFICATE	Certificate from a state-certified scale showing the four corner unladen weight of the vehicle.
SOW 8.3.9 STEERING	A printout with contact information from the alignment shop, showing chassis VIN and settings before and after alignment.
SOW 8.9.9 TWO COMPLETE SETS OF KEYS, QCP 6.3.3.1	Two (2) complete sets of keys. Additional sets if optioned.
SOW 8.9.10 HIGH PRESSURE WATER TEST	A certification of the high pressure water test result.
SOW 8.32 ALL MANUALS	Manuals shall be provided with each order at time of delivery. Electronic files shall be stored and delivered on a thumb drive.
SOW 8.32.1 PERIODIC MAINTENANCE AND INSPECTION SCHEDULE	Periodic Maintenance and Inspection Schedule.
SOW 8.32.2 OEM CHASSIS SERVICE MANUAL	OEM Chassis Service Manual including electrical schematics.
SOW 8.32.3 OEM CHASSIS OPERATOR'S MANUAL	OEM Chassis Operator's Manual.
SOW 8.32.4 INSTALLED COMPONENT MANUALS	Installed Component Manuals for auxiliary air conditioning, heater, mobility aid lift, interlock device, and any and all installed options and components.
SOW 8.32.5 "AS BUILT" BUS BODY PARTS MANUAL	"As Built" Bus Body Parts Manual
SOW 8.32.6 "AS BUILT" WIRING DIAGRAMS	"As Built" Wiring Diagrams and schematics in manual form.
SOW 8.32.7 BUS BODY OPERATOR'S MANUAL	Bus Body Operator's Manual.
SOW 8.33 MODEL AND SERIAL NUMBER MANIFEST	List of vehicle component models and serial numbers, including installed accessories. See 8.33.1-8.33.10.
SOW 8.34 ANNUAL DOT INSPECTION	Annual DOT Inspection report paperwork and certification sticker.
SOW 8.35 60 DAY CO TEMPORARY REGISTRATION TAGS	60 Day Colorado Temporary Registration Tags affixed to vehicle. If Contractor is unable to fulfill this requirement, such information shall be disclosed at time of proposal.
QCP 5.0 PRE-DELIVERY TESTING	Documentation of individual vehicle inspections.
QCP 6.1 DELIVERY REQ	48-hour advance notice to MMT PM in order to schedule delivery date.
QCP 6.3.1	Vehicle properly serviced, clean, full of fuel, and in first-class operating condition.
QCP 6.3.2.1	Dimensions, construction, options, and total configuration match original order documentation.
QCP 6.3.2.2	Odometer shows less than 3000 miles.
QCP 6.3.2.3	Fuels and fluids are filled to proper levels.
QCP 6.3.2.4	Engine is in proper operating condition.

QCP 6.3.2.5	All seats and seatbelts are in good condition and correct configuration.
QCP 6.3.2.6	Tires are inflated to correct pressure.
QCP 6.3.2.7	Components, accessories, gauges and switches, radio, cruise control, horn, mirrors, lights, windshield wipers, and all mechanical and hydraulic features are fully functional.
QCP 6.3.2.8	Door operation, including interlock, is free from defect.
QCP 6.3.2.9	Electrical connections are tight at batteries and fuse panel.
QCP 6.3.2.10	Exhaust height is a minimum twelve (12) inches above the ground.
QCP 6.3.2.11	Paint and glass are unblemished and in good condition.
QCP 6.3.2.12	Bumpers are level and secure.
QCP 6.3.2.13	Wheelchair lift is properly adjusted and exhibits proper operation.
QCP 6.3.2.14	Heating and Cooling systems function according to specifications.
QCP 6.3.2.15	Emergency exits, including roof hatch, open and close properly.
QCP 6.3.2.16	Tow hooks are installed to rear frame of vehicle or elsewhere as specified.
QCP 6.3.2.17	ITS, Communications, Security and Surveillance, and Low-Volt Systems are installed and configured properly according to the approved build configuration and associated plans.
QCP 6.3.3 EQUIPMENT REQUIREMENTS	Safety Equipment on board and mounted as specified (Extinguisher, First Aid Kit, Body Fluid Kit, Emergency Road Triangles, Web Cutter)
QCP 6.3.3 EQUIPMENT REQUIREMENTS	Required number and configuration of complete wheelchair securement systems.
QCP 6.3.3 EQUIPMENT REQUIREMENTS	Spare Tire.
QCP 6.3.4 DOCUMENTATION REQUIREMENTS	Contractor invoice including required information.
QCP 6.3.4 DOCUMENTATION REQUIREMENTS	Other required documentation, if not previously sent to the MMT PM, including: vehicle testing and inspection documentation, alignment documentation, water test certification, certified scale weight certificate, CSP/DOT inspection report and decal, temporary tags, manufacturer certificates of origin, VIN verification form, bill of sale, and sales tax receipt, if applicable.
QCP 6.3.4 DOCUMENTATION REQUIREMENTS	Vehicle Title Documentation (up to 5 business days after delivery).
QCP 6.3.4 DOCUMENTATION REQUIREMENTS	FTA Post Delivery Audit Documentation (up to 5 business days after delivery).
QCP 6.3.4 DOCUMENTATION REQUIREMENTS	Additional FTA post-delivery documentation, including specific content breakdowns, assembly certifications, and FMVSS certifications.
SOW 8.32, QCP 6.3.4 DOCUMENTATION REQUIREMENTS	All manuals.
QCP 6.3.4 DOCUMENTATION REQUIREMENTS	Warranty cards, forms, and service policy documents .
QCP 6.3.4 DOCUMENTATION REQUIREMENTS	Hands-on instruction in the safe operation of all components on the vehicle.

**EXHIBIT 13 – WARRANTY SERVICE PROVISIONS
FOLLOWS THIS PAGE**

EXHIBIT 13 – WARRANTY AND SERVICE PROVISIONS

SECTION 1 GENERAL WARRANTY PROVISIONS

1.1 **General.** Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor, by the Contract, or by manufacturers of bodies, chassis, and components integral to the finished vehicle. Consistent with this requirement, the Contractor warrants and guarantees to MMT each complete vehicle and appurtenant subsystems per the following provisions.

1.2 **Complete Bus.** Contractor shall warrant the accepted vehicle against parts failure or malfunction due to design, construction, or installation errors, defective materials and workmanship, and missing or incorrect parts for a minimum of one (1) year or 50,000 miles, whichever comes first, beginning on the date of formal **Full Acceptance** of each vehicle by MMT. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the bus under the operating conditions prevailing in the service area. Vehicles will be assumed to have zero (0) mileage upon formal Full Acceptance. Any accumulated mileage during delivery and post-delivery testing will be disregarded.

1.3 **Subsystem and Components.** Specific subsystems and components are warranted and guaranteed to be free from defects for the times and/or mileages given in the table below.

Item	Years	Mileage
Basic Bus	1	50,000
Engine	2	Unlimited
Transmission	2	Unlimited
Drive Axle	5	300,000
Wheelchair Lift	2	Unlimited
HVAC System	2	Unlimited
Brakes (excludes friction material)	2	100,000
Basic Body Structure	3	150,000
Corrosion – Ceiling	7	350,000

1.3.1 When two or more subcomponents are tied together by design to create a functional system, and those subcomponents are provided or installed by different manufacturers, Contractor shall obtain written agreements as to which party is responsible for system defects and warranty provisions. The MMT PM reserves the right to view these agreements at any time for the duration of the contract.

1.4 **Voiding of Warranty.** The warranty shall not apply to any part or component of the bus 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 Contractor's maintenance standards/manual, and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if MMT fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manual.

1.5 **Exceptions To Warranty.** The warranty shall not apply to scheduled maintenance items and items such as tires, nor to items furnished by MMT such as radios, 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.

1.6 Detection of Defects. If MMT detects a defect within the warranty periods, the MMT PM will promptly notify the Contractor's representative. Within five (5) working days after receipt of notification, the Contractor's representative shall either agree that the defect is, in fact, covered by warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at MMT'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 MMT and the Contractor. Work necessary to affect the repairs defined shall commence within ten (10) working days after receipt of notification by the Contractor.

1.7 Point of Contact. The Contractor's representative/Warranty Contact shall be MMT's first point of contact for all maintenance issues that may be covered under warranty. Contractor shall provide a flowchart of responsibility (including both Contractor's own organization and third parties as required) for addressing warranty issues that arise. This flowchart along with contact information (name, phone number(s), email address(es), address, immediate supervisor's contact information, and department manager's contact information) for the Colorado Warranty Contact shall be provided with the Contractor's proposal. Contractor shall immediately notify the MMT PM in writing of any changes to the Warranty Contact's information. The Contractor's Warranty Contact shall provide monthly warranty status reports as described in Exhibit 11 – Quality Control Provisions.

1.8 Scope of Warranty Repairs. When warranty repairs are required, the MMT PM and the Contractor's 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, MMT reserves the right to commence the repairs.

SECTION 2 FLEET DEFECTS

2.1 Fleet Defects. A fleet defect is defined as the failure of identical parts from identical causes, covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this Contract. This proportion shall be set at twenty-five percent (25%).

2.2 Scope of Warranty Provisions. The Contractor shall correct a fleet defect under the warranty provisions defined above. 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 buses purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the buses.

2.2.1 The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist or on the repair replacement date for corrected items.

2.3 Voiding of Warranty Provision. The fleet defect provisions shall not apply to vehicle defects caused by non-compliance with the Contractor's recommended normal maintenance practices and procedures.

2.4 Exceptions To Warranty Provisions. Fleet defect warranty provisions shall not apply to damage that is the result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim and painting. The provisions shall not apply to the MMT-supplied items such as, radios and other auxiliary equipment.

SECTION 3 REPAIR PERFORMANCE

3.1 Option. MMT may require the Contractor or its designated representative to perform warranty-covered repairs. The work may be done by MMT's contracted maintenance personnel, at its discretion, with reimbursement by the Contractor.

3.2 Repairs By Contractor

3.2.1 If MMT requires the Contractor to perform warranty-covered repairs, the Contractor's representative must begin work within ten (10) working days after receiving notification of a defect from MMT.

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

3.3 Repairs By MMT

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

3.3.2 Contractor Supplied Parts: MMT may request the Contractor supply new parts for the warranty-covered repairs being performed by MMT. These parts shall be shipped pre-paid to MMT from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts. MMT shall have the right to insist that parts are shipped on a more expeditious basis when needed for emergencies, and Contractor shall make every effort to comply.

3.4 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.

3.5 Reimbursement for Labor. MMT shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per-hour labor rate of \$75.00.

3.5.1 NOTE: The above-quoted \$75.00 hourly labor rate for the mechanic's labor time is subject to change. Documentation to substantiate any adjustment to said rate shall be

furnished to Contractor, and Contractor understands and agrees to be bound thereto. The source of this per-hour labor rate is the current year, fully executed contract between MMT and its contracted fleet maintenance service provider.

3.6 Reimbursement for Parts. MMT shall be reimbursed by the Contractor for defective parts and for any other 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 twenty-five percent (25%) special handling costs. Material credits may not be used in lieu of cash to satisfy warranty claims.

SECTION 4 WARRANTY AFTER REPLACEMENT AND REPAIRS

4.1 Continuance. If any component, unit or subsystem is repaired, rebuilt, or replaced by the Contractor or by MMT's personnel, with the concurrence of the Contractor, the subsystem shall have the unexpired warranty period of the original subsystem, except as applied to fleet defects.

4.2 Extended Warranty. Extended warranty offers on the complete bus, subsystems and components are encouraged by MMT. If such are offered, Contractor shall include complete written details, term, and exclusions (if any) using the provided attachments.

SECTION 5 ON-BOARD TECHNOLOGY WARRANTY

5.1 On-board Third Parties. Contractor will provide MMT with all warranty documents from third-party vendors. Contractor shall ensure that all third-party technology warranty work is provided to MMT.

SECTION 6 AFTER-SALES SERVICE

6.1 After-Sales Service Provisions

6.1.1 Contractor, at the time of proposal submission, shall describe their available warranty repair service support network, to include technical assistance and repair facilities available, as well as any mobile warranty-covered repair service programs and parts distribution capability. Contractor shall provide service center locations, qualifications of technical staff, and contact information for warranty service centers using the attachments provided.

6.1.2 If Contractor proposes multiple manufacturers or suppliers for any base or optional component or system (chassis, body components, HVAC, etc.), then authorized service providers and locations shall be identified for each manufacturer/supplier whose products or systems are proposed.

6.1.3 MMT will be responsible for transporting vehicles to authorized service centers unless Contractor's representative or third-party authorized service provider is able to perform warranty repairs on-site. On-site repairs are always preferred when possible.

6.1.4 Contractor shall retain responsibility for coordinating warranty-covered repairs and following up with MMT and authorized service centers and service providers to ensure all repairs are completed within the requirements of the Contract.

6.1.5 Contractor may propose pricing options for providing mobile warranty-covered repair services throughout the State of Colorado in Schedule A, B, C on attachment 8 – Service Plan Pricing.

6.1.6 Contractor may propose a flat fee for mobile technician travel expenses, to be charged to the Purchaser after each on-site service call in Schedule A, B, C on attachment 8 – Service Plan Pricing. Parts and labor shall be furnished at no cost to MMT for eligible repairs performed within the warranty period.

6.1.7 Any mobile service technician to be provided by Contractor under this Contract shall be prepared to render service anywhere within MMT's system service area, which is contained within El Paso County, in the State of Colorado.

6.1.8 Contractor shall specify standard labor rate that shall be charged in the event component failure is determined to be due to negligence or misuse of equipment on the part of MMT or MMT's third-party contracted maintenance staff.

6.2 Transportation Services for Warranty Repair – Optional Proposal

6.2.1 Contractor may propose pricing for transportation services to include pick up of vehicle requiring warranty service from an MMT location and transport to nearest authorized service center in Schedule A, B, C on attachment 8 – Service Plan Pricing.

6.2.2 Contractor may propose a flat fee or a per mile fee for either transporting a vehicle using a qualified operator provided by Contractor, or for the use of towing and shipping vehicles for the transportation of vehicles that cannot be safely or legally driven on the road. All component costs shall be itemized to include operator and tow/transport vehicle, insurance, chase vehicle(s), and travel expenses.

6.2.3 Contractor representative or contracted transportation service shall be responsible for confirming roadworthiness of a vehicle as well as for any damages that may be incurred during transport. Return service must be available to MMT if MMT is unable to pick a vehicle up from a service center once repairs are completed. Mileage rates proposed shall be the same for all instances.

SECTION 7 RENTAL OR "LOANER" VEHICLES FOR EXTENDED WARRANTY REPAIRS

7.1 **Interim Vehicle(s)**. At Contractor's option, Contractor may propose pricing options for the use of an interim replacement vehicle ("loaner bus") to be made available to MMT in instances where implementing warranty repairs place a vehicle out of service for a significant length of time in Schedule A, B, C on attachment 8 – Service Plan Pricing. Contractor may propose unit configurations that shall be made available, a daily flat rate for rental of loaner bus, insurance and legal operating requirements, and per-mile pickup and delivery fees.

EXHIBIT 14 – MOTOR VEHICLE SAFETY AND POLLUTION CERTIFICATE

The undersigned Contractor hereby certifies the following:

1. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet demands of the auxiliary power equipment.
2. All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
3. Visible emission for the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches (6ll) from the tailpipe with the vehicle in steady operation.
4. When the vehicle has been idled for three (3) minutes and then accelerated to eighty (80%) of rated speed under load, the opacity of the exhaust will not exceed #2 on the Ringlemann Scale for more than five (5) seconds and no more than #1 on the Ringlemann Scale thereafter.
5. The vehicle engine furnished meets the Federal and State regulations for year of manufacture, certificate to include the values of the H.C. an NO2 and CO-grams per BHP-HR.
6. The vehicles shall comply with the Federal Motor Vehicle Safety Standards as established by the United States Department of Transportation in effect on the date of manufacture.
7. That the vehicles shall comply with all requirements of the laws of the State of Colorado, including all regulations set forth by the Colorado State Patrol in effect on the date of manufacture.

Firm Name: _____

Signature of Authorized Official: _____

Name and Title of Authorized Official: _____

Date: _____

RETURN WITH PROPOSAL

EXHIBIT 15 - Certification of Compliance with Standards, Certifications and Regulations

This form identifies the specifications, standards, regulations, and references used within this RFP. This form must be completed and included in the Technical Proposal and requires an indication of the state of compliance and an opportunity for listing other pertinent references. Please indicate “compliance” as, full, partial or N/A (not applicable). If “partial” or “N/A,” please describe.

Standard	Title	Compliance	If “partial” or “N/A,” please describe
SAE J10	Automotive and Off-Highway Air Brake Reservoir Performance and Identification Requirements - Truck and Bus J10_201312		
SAE J211a	Instrumentation for Impact Test J211A_197112		
SAE J287	Driver Hand Control Reach J287_201603		
SAE J366	Exterior Sound Level for Heavy Trucks and Buses (STABILIZED Sep 2011) J366_201109		
SAE J382	Windshield Defrosting Systems Performance Requirements--Trucks, Buses, and Multipurpose Vehicles (Cancelled Sep 2000) J382_200009		
SAE J534	Lubrication Fittings J534_201508		
SAE J537	Storage Batteries J537_201604		
SAE J541	Voltage Drop for Starting Motor Circuits(Cancelled Jul 2013) J541_201307		
SAE J587	License Plate Illumination Devices (Rear Registration Plate Illumination Devices) J587_201711		
SAE J593	Backup Lamp (Reversing Lamp) J593_201606		
SAE J673	Automotive Safety Glazing Materials J673_201506		
SAE J680	Location and Operation of Air Brake Controls in Motor Truck Cabs J680_201508		
SAE J686	Motor Vehicle License Plates (STABILIZED Jul 2012) J686_201207		
SAE J689	Curbstone Clearance, Approach, Departure, and Ramp Breakover Angles—Passenger Car and Light Truck (Cancelled Aug 2009) J689_200908		
SAE J833	Human Physical Dimensions		
SAE J844	Nonmetallic Air Brake System Tubing (STABILIZED Dec 2012) J844_201212		
SAE J941	Motor Vehicle Drivers' Eye Locations J941_201003		
SAE J994	Alarm—Backup—Electric Laboratory Performance Testing J994_201409		
SAE J1050	Describing and Measuring the Driver's Field of View J1050_200902		

Standard	Title	Compliance	If "partial" or "N/A," please describe
SAE J1113	Electromagnetic Compatibility Measurement Procedures and Limits for Components of Vehicles, Boats (up to 15 m), and Machines (Except Aircraft) (16.6 Hz to 18 GHz) J1113/1_201810		
SAE J1127	Low Voltage Battery Cable J1127_201512		
SAE J1128	Low Voltage Primary Cable J1128_201512		
SAE J1149	Metallic Air Brake System Tubing and Pipe (STABILIZED Oct 2015) J1149_201510		
SAE J1292	Automobile and Motor Coach Wiring(STABILIZED Apr 2016) J1292_201604		
SAE J1308	Fan Guard for Off-Road Machines J1308_201312		
SAE J1455	Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications J1455_201703		
SAE J1587	Electronic Data Interchange Between Microcomputer Systems in Heavy-Duty Vehicle Applications (STABILIZED Jan 2013) J1587_201301		
SAE J1654	Unshielded High Voltage Primary Cable J1654_201609		
SAE J1708	Serial Data Communications Between Microcomputer Systems in Heavy-Duty Vehicle Applications (STABILIZED Sep 2016) J1708_201609		
SAE J1763	A Conceptual Its Architecture: An Atis Perspective (Cancelled May 2003) J1763_200304		
SAE J1772	SAE Electric Vehicle and Plug in Hybrid Electric Vehicle Conductive Charge Coupler J1772_201710		
SAE J1939	Serial Control and Communications Heavy Duty Vehicle Network - Top Level Document J1939_201808		
SAE J1986	Balance Weight and Rim Flange Design Specifications, Test Procedures, and Performance Recommendations J1986_201603		
SAE J1995	Engine Power Test Code - Spark Ignition and Compression Ignition - Gross Power and Torque Rating J1995_201401		
SAE J2344	Guidelines for Electric Vehicle Safety J2344_201003		
SAE J2402	Road Vehicles—Symbols for Controls, Indicators, and Tell-tales J2402_201001		
SAE J2464	Electric and Hybrid Electric Vehicle Rechargeable Energy Storage System (RESS) Safety and Abuse Testing J2464_200911		
SAE J2711	Recommended Practice for Measuring Fuel Economy and Emissions of Hybrid-Electric and Conventional Heavy-Duty Vehicles(STABILIZED Jul 2018) J2711_201807		
SAE J2910	Recommended Practice for the Design and Test of Hybrid Electric and Electric Trucks and Buses for Electrical Safety J2910_201404		
SAE J3068	Electric Vehicle Power Transfer System Using a Three-Phase Capable Coupler J3068_201804		

Standard	Title	Compliance	If “partial” or “N/A,” please describe
FMVSS 105	Hydraulic and Electric Brake Systems		
FMVSS 121	Air Brake Systems		
FMVSS 207	Seating Systems		
FMVSS 210	Seat Belt Assembly Anchorages		
FMVSS 217	Bus Emergency Exits and Window Retention and Release		
FMVSS 301	Fuel System Integrity		
FMVSS 302	Flammability of Interior Materials		
FMVSS 403	Platform Lift Systems for Motor Vehicles		
FMVSS 404	Platform Lift Installations in Motor Vehicles		
ANSI/IAS NGV2 (1998)	Basic Requirements for Compressed Natural Gas Vehicle (NGV) Fuel Containers		
ANSI/IAS PRD1 (1998)	Pressure Relief Devices For Natural Gas Vehicle (NGV) Fuel Containers		
ANSI Z26.1	Safety Glazing Materials for Glazing Motor Vehicles and Motor Vehicle Equipment Operating on Land Highways - Safety Standard		
ANSI/ASHRAE 52.1	Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size		
ASTM A240	Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications		
ASTM A269	Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service		
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus		
ASTM D1003	Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics		
ASTM D4541-85	Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers		
ASTM E162-90	Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source		
ASTM E424	Standard Test Methods for Solar Energy Transmittance and Reflectance (Terrestrial) of Sheet Materials		
ECE R100 Rev 2	Uniform provisions concerning the approval of vehicles with regard to specific requirements for the electric power train		
FTA Docket 90A	Recommended Fire Safety Practices for Transit Bus and Van Materials Selection		
CGA C-6.4	Methods for External Visual Inspection of Natural Gas Vehicle (NGV) Fuel Containers and Their Installation		
NGV-3.1/ CGA-12.3	Fuel system components for compressed natural gas powered vehicles		
CARB 2292.5	Specifications for Compressed Natural Gas		

Standard	Title	Compliance	If “partial” or “N/A,” please describe
UL 935	Standard for Fluorescent-Lamp Ballasts		
ISO 5128	Acoustics – Measurement of noise inside motor vehicles		
ISO 26262	Road Vehicles – Functional Safety		
NFPA-52	Vehicular Natural Gas Fuel Systems Code		
PS 1-95	Construction and Industrial Plywood		
UN/DOT 38.3	UN Transportation Testing for Lithium Batteries		
UNECE Council Directive 95/54(R10)	Adapting to technical progress Council Directive 72/245/EEC on the approximation of the laws of the Member States relating to the suppression of radio interference produced by spark-ignition engines fitted to motor vehicles and amending Directive 70/156/EEC on the approximation of the laws of the Member States relating to the type-approval of motor vehicles and their trailers		

**EXHIBIT 16 - FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES &
CERTIFICATIONS**

FOLLOWS THIS PAGE

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project...

BUS TESTING

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

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

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

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

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 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 agency 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 paragraph (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."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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 (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

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

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

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 Agency 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 be paid only 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 Agency 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 Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

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 Agency may terminate this contract for default. The Agency 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 Agency.

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 Agency may terminate this contract for default. The Agency 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 Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency 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 Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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 Agency 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 Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be 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 Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's 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 Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency 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 Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency 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 Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and 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 Agency is located.

Rights and Remedies:

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 Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date ____/____/____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. 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,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

PROMPT PAYMENT TO SUBCONTRACTORS

Subcontractors are subject to the provisions of 49 CFR §26.29

A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) calendar days after the Contractor has received payment from the City of Colorado Springs.

B. In addition, the contractor is required to return any retainage payments to those Subcontractors within thirty(30) calendar days after the Subcontractor's work related to this contract, is satisfactorily completed.

D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

E. The City of Colorado Springs will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by either canceled checks (submitted with contractor invoice at the completion of the contract) and the Contractor's signature below that it will comply with the prompt payment requirements.

F. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor suspension and/or debarment.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

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

Company _____
Name _____ Title _____
Signature _____ Date _____

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementing regulation at 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

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 U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____

Date of Signature: _____ / _____ / _____

PRE- AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

BUY AMERICA REQUIREMENTS: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ the analyst, not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) certifies that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____ (the recipient) certifies that it received, at the pre-award stage, a copy of _____'s (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date : _____

Signature : _____

Title : _____

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT: A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION: For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION: For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION: As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or Offeror Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company _____
Name _____ Title _____
Signature _____ Date ____/____/____

Bidder or Offeror Certificate of NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date ____/____/____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____ / ____ / ____

Title _____

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____ Date ____/____/____

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

POST DELIVERY AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT: A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION: For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
 2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

- a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
 1. Provide accurate records of all vehicle construction activities; and
 2. Address how the construction and operation the vehicles fulfills the contract specifications.
- b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
- c. For procurements of:
 1. Ten or fewer buses; or
 2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
 3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

- a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.
- b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

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

Company _____
Name _____ Title _____
Signature _____ Date _____

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

POST DELIVERY AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT: A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
 2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that

- a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
 1. Provide accurate records of all vehicle construction activities; and
 2. Address how the construction and operation of the vehicles fulfills the contract specifications.
- b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
- c. For procurements of:
 1. Ten or fewer buses; or
 2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
 3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

- a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.
- b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Agency _____
Name _____ Title _____
Signature _____ Date _____

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

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

Agency _____
Name _____ Title _____
Signature _____ Date _____

6.0 SCHEDULES

- Schedule A Light Duty Cutaway Buses Pricing and Required Information
- Schedule B Medium Cutaway Buses and Pricing and Required Information
- Schedule C Low Floor Cutaway Buses Pricing and Required Information