

**TS 1.28 ELECTRICAL, ELECTRONIC AND DATA COMMUNICATION SYSTEMS**

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The overall bus electrical/electronic system shall be fully integrated to achieve the following objective:

Conventional bus functions shall be incorporated into a multiplexed PLC system.

Bus systems, typically microprocessor controlled, shall communicate via CAN, J1939, device net, etc. as required to exchange information needed for each system to function. Representative systems are HVAC, engine, propulsion system, etc.

An overall Conduent communications system shall fully integrate operations, to include, RF radio, WLAN, stop announcement system (audio/visual), sign system, automatic passenger counters, AVL/GPS or applicable, interface to farebox, provide connectivity to a variety of communication platforms and interface to the buses on-board central industrial computer.

A central industrial grade computer will act as an information hub between all previously mentioned systems.

**1.28.1 General Requirements**

The following general requirements shall be used to define and expand the overall bus electrical/electronic objective. They portray an operational performance requirement rather than specific to manufacturer or model of equipment. Contractors are therefore encouraged to submit proposals meeting the objective and general guidelines, as follows:

If available, open/publicly available standards are preferred.

Software shall be user-configurable and licensed to the Authority for its use and to the extent practical, all devices mentioned in this section shall be installed within a single enclosure, to include lockable door, sliding shelves and located behind the driver above the left front wheel housing.

**1.28.2 PLC System**

The PLC system shall control all basic bus functions that are not already controlled by microprocessor-based controllers. These functions typically consist of "on" and "off" functions. The execution of outputs is based upon scanning "on" and "off" inputs and substituting their value into a ladder logic program. The PLC shall permit ease of user reprogramming and facilitate future expansion by including 10-percent spare wires within those harnesses linking major electrical areas, and at each individual I/O module, 10-percent spare input and 10-percent spare output terminals. The percentages shall always be rounded upward to the next digit when defining the percentages.

The preferred method of input sensing shall be to monitor input value as the voltage becomes positive high and the preferred method of output shall be positive high when the rung is true. The PLC system hardware shall be weather resistant, and outputs shall be solid state and over current protected. PLC shall be capable of basic logic operations, timers, counters and arithmetic instructions, and this functionality shall be extended to the communication interface to the on-board central computer. I/O modules shall be available for digital and analog insertion to include voltage, current and thermocouple connectivity.

Critical outputs shall include in-series contact validation to the intended load device, such that the PLC output is not capable of directly powering a load device in the absence of the operator initiating/sustaining the action. As an example, the push to start engine button may contain two sets of contacts, such that one set provides input to the PLC while the other is in series with the PLC output leading to the starter relay.

The PLC shall be capable of logging battery high voltage, low voltage, and imbalance data received from a Vanner micro-processor-based system or an approved equal. In the event an input is received from the voltage monitoring micro-processor device, after a settling period of five minutes, the PLC shall be capable of beginning a sequence of events. The sequence will provide early warning to the coach operator. The sequence shall disable devices prior to shutting the bus down. Acceptable early warning devices shall be discussed in a pre-production meeting.

The overall hierarchy of power distribution shall consist of power source (24 vdc batteries and ultra-capacitor), manual disconnect switch, automatic disconnect relays, over-current protections devices to main distribution buss bars, load-shed strategy and over current protection devices at branch circuits to individual load devices. The intent shall be to minimize live circuits at their source during periods of non-use, such that all power shall be routed via the automatic disconnect relays, excluding devices required for operation with the master run switch in the "off" position. The power shut down sequence shall be based on pre-set timers that shall be initiated by the driver's master rotary switch. Additional details and shut down sequences shall be provided at the pre-production meeting.

Each main distribution buss and high current individual circuit shall be monitored by current sensing devices. The PLC shall monitor these values, thus allowing the PLC the capability of monitoring devices/circuits within a range of allowable current consumption to early detect low or high current consumption. Dependent upon the over current threshold, the PLC shall be capable of shutting down the load device or deactivating the automatic disconnect relays or both. At a minimum, automatic disconnect relays shall be required for the following circuits:

- starter motor
- main buss to generator/alternator
- main power distribution buss
- main power to HVAC/All Electric Cooling System

The above listed circuits shall also be disconnected when the driver's rotary switch is in the off or park position based on logic timers applicable to each circuit intended to allow the components to perform proper shut down sequences and to comply with regulatory requirements in regard to turn signals, 4-way flashers and others.

The length of high voltage/high current cables, circuits or buss bars that remains energized shall be minimized when the ignition is in the off position, or in the event of an emergency situation during programmed shutdown sequences or others, and as such, the high-voltage, high-power disconnect relays shall be located as close as practical to the main sources of energy such as bus batteries and others as applicable.

Opening the manual disconnect switch will remove power from all disconnect relays and power to all devices operable with the master run switch "off". Electrical power supply to four-way flasher shall always be maintained (excluded main-battery on/off switch).

The basic bus electrical platform will be predominantly 24 vdc, therefore devices requiring lesser voltage (12 vdc) will require dc/dc converters at the device level. A UPS device shall be provided to provide back-up power for devices that may require power in the event the basic bus electrical platform faults due to interruption or brown out. The UPS shall be sized to provide a 2-24hour day power back up in the event the main electrical system is at zero vdc. At a minimum, the UPS supplied systems shall include central computer, fire detection/suppression system, methane detection system, on board video surveillance system and any bus system found sensitive to power interruption based upon Contractor's design.

All power cables capable of exceeding 50 amps current and all cables/wiring in environments capable of exceeding 150 degrees F shall be double insulated. As a rule, over current protection devices shall be sized to approximately 125 percent to 150 percent of the intended load device current and wiring between the over current protection device leading to the load device shall at a minimum be rated at 150 percent of the over-current protection devices.

### **1.28.3 PLC System - Updates**

Contractor, at the Authority's request, shall be responsible for providing free of charge, up to three Vansco/I/O, PLC programing changes per-year, for 12 years. The Authority requested changes shall not be in conflict with any safety operational feature built into the bus configuration, rather shall be intended as operational enhancements or resulting from Authority's initiated campaigns; e.g., engine replacement, transmission upgrades, addition of lights, improvements in performance and any others similar nature and scope.

### **1.28.4 Micro Processor Based Systems**

Microprocessor based systems shall, at a minimum, include all systems outside of the direct control of the PLC. Typically, these are stand-alone controllers responsible for the control of an individual system (engine, electrical charging system, propulsion system, sign system, HVAC, etc.) Many of these controllers are linked to other system controllers to facilitate immediate/reliable sharing of data critical to system operation. All microprocessor-based controllers shall be interfaced to the on-board central computer at an information level. Information level data shall include, at a minimum, data values representative of sensor values (direct or calculated), diagnostic data, fault codes, system health and in general data required to determine the status of operation/performance.

### **1.28.5 Modular Design**

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

### **1.28.6 Wiring and Terminals**

All wiring between electrical components and terminations, except battery cable shall double electrical insulation, shall be waterproof, and shall meet the requirements of SAE Recommended Practice J1127 and J1128.

Except as interrupted by the master battery disconnect switch, battery and starter wiring shall be continuous cables, grouped, numbered, or color-coded, or both. They have connections secured by bolted terminals; and shall conform to specification requirements of SAE Standard 1127-Type SGT or SGX and SAE Recommended Practice J541.

Double insulation shall be maintained as close to the terminals as possible. The requirement for double insulation shall be met by wrapping harnesses with plastic electrical tape or by sheathing all wires and harnesses with non-conductive, rigid or flexible conduit. Strain-relief fittings shall be provided at points where wiring penetrates metal structures outside of electrical enclosures. Wiring supports shall be protective and non-conductive at areas of wire contact and shall be damaged by heat, water, solvents, or chafing.

All wiring harnesses over 5-feet long and containing at least 5 wires shall include 10-percent excess wires for spares that are the same size as the largest wire in the harness excluding the battery cables. Wiring length shall allow end terminals to be replaced twice without pulling, be crimped to the wiring and may be soldered only if the wire is not stiffened above the terminal and no flux residue remains in the terminal. Terminals shall be corrosion resistant and full ring type or interlocking lugs with insulating ferrules. T splices may be used when there is less than 25,000 circular mills of copper in the cross section and a mechanical clamp is used in addition to solder on the splice; the wire supports no mechanical load in the area of the splice; and the wire is supported to prevent flexing.

All cable connectors shall be locking type, keyed, and watertight, unless enclosed in watertight cabinets. Pins shall be removable, crimp contact type of the correct size and rating for the wire being terminated. Unused pin positions shall be sealed with sealing plugs. Adjacent connectors shall use either different inserts or different insert orientations to prevent incorrect connections.

All cable lengths shall be properly sized, length, and properly trimmed to fit the intended components and functionality. Excessive cable length shall not be acceptable.

#### **1.28.7 Junction Boxes**

All relays, controllers, flashers, circuit breakers, and other electrical components shall be grouped according to voltage; and mounted in easily accessible junction boxes. The boxes shall be sealed to prevent moisture from normal sources, including engine compartment cleaning, from reaching the electrical components and shall prevent fire that may occur inside the box from propagating outside the box.

The components and circuits in each box shall be identified, and their location permanently recorded on a schematic drawing glued to or printed on the inside of the box cover or door. The drawing shall be protected from oil, grease, fuel and abrasion.

The front junction box shall be completely serviceable from the driver's seat, vestibule, or from outside. A rear start and run control box shall be mounted in an accessible location in the engine compartment. If a rear junction box is required, it shall be located away from the surge tank or properly protected from coolant overflows.

Electrical harnesses from junction boxes shall be run, to the extent possible, to facilitate troubleshooting and to reduce defects. Terminal strips shall be used to make connection.

### **1.28.8 Electrical Components**

All electrical components, including switches, relays, flashers, and circuit breakers, shall be heavy-duty designs and shall be of the longest lasting, commercially available type. All relays shall be internally voltage spike protected. Electrical components shall be replaceable in less than 5 minutes by a journeyman mechanic. Sockets of plug-in components shall be polarized where required for proper function and the components shall be positively retained. Any manually re-settable circuit breakers critical to the operation of the coach shall be mounted in a location convenient to the operator and provide visible indication of open circuits. All serviceable electronic components must be readily available through access doors or removable panels.

All electric motors, except cranking motors, shall be heavy-duty brushless type, with a constant duty rating of no less than 40,000 hours, shall be located for easy replacement and shall be replaceable in less than 15 minutes by a journeyman mechanic. Electronic circuit protection for the cranking motor shall be provided to prevent engaging of the motor for more than 30 seconds at a time.

### **1.28.9 Multiplex Wiring System**

The components of the multiplex system shall be of modular design, thereby providing ease of replacement by maintenance personnel. The modules shall be easily accessible for troubleshooting electrical failures and performing system maintenance. Each module shall be shielded to prevent interference by EMI and RFI; and shall use LEDs to indicate circuit integrity, assist in rapid circuit diagnostics, and verify the load and wiring integrity. In conjunction with relays if necessary, each circuit shall be capable of providing a current load of up to 10 amperes. The internal controls shall be a solid-state device providing an extended service life. Wiring for data bus and node module power shall consist of three, 22 gauge or larger, UL approved, shielded twisted pairs.

Protection to each individual circuit shall be provided. An automatic test system, integral to the multiplexing, shall be provided. The system shall be hosted on an IB-compatible personal computer as well as a hand-held field diagnostic unit capable of reading the network data, control function and address data, or function code. The journeyman mechanic shall use either unit to check the bus wire function.

### **1.28.10 Batteries**

Contractor shall be responsible for providing a single or a combination of components/systems, e.g. 12/24 volt batteries + ultra-capacitor, circuits or others, capable of providing enough energy to sustain the operation of all sensitive and bus safety related components, and the engine starting requirements, after the ignition is placed in the off position for a period of 48 hours; e.g., weekend or holiday parking of the bus. The safety and sensitive bus components are: radio system, fire detection/suppression, methane detection, on board video surveillance and others to be discussed during the pre-production meetings.

The bus shall also be equipped with an electrical monitoring system/feature, load shed, that, based on the batteries state of charge, shall be capable of starting a pre-planned disconnect sequence of components intended to place the components "off-line" when the battery voltage drops below their required operational levels of energy.

Contractor, during the first article bus build shall be responsible for providing an amperage-draw evaluation/quantification of all systems to determine the architecture and sizing of the energy management system.

If batteries are used, Absorbent Glass Mat (AGM) batteries shall be selected and the charging rate shall be modulated via a temperature compensated voltage regulator suited to the real conditions experimented by the batteries e.g., temperature, voltages, state of charge, etc. The proposed battery units shall conform, at a minimum, to SAR standard J537. Each unit shall be fitted with threaded stud terminals and have minimum of 1150 cranking amps. Each unit shall have a purchase date no more than 60 days from the date of release for the shipment to the coach manufacturer.

Batteries shall be easily accessible for inspection and service from only the outside of the coach. Battery tray(s), in their entirety shall be corrosion proof for the life of the bus including bearings, rollers, brackets, plates, fasteners, etc. The 12/24-volt bus batteries shall be securely mounted on a stainless-steel tray that can accommodate the size and weight of the installed batteries. The battery tray shall pull out easily and properly support the batteries while they are being serviced. The tray shall allow each battery cell to be easily serviced and filled. A positive locking device shall retain the battery tray in the stowed position.

Positive and negative terminal ends shall have different size studs to prevent incorrect installation. The battery terminal ends, and cables shall be color-coded with red for the primary positive, black for negative, and another color for any intermediate voltage cable. Battery cables shall be flexible and sufficiently long to reach the batteries with the tray in the extended position without stretching or pulling on any connection and shall not lie directly on top of the batteries. Battery cables must be of sufficient size to carry the load required by the starting motor.

Cable routing securement shall be accomplished using insulated split blocks with pinch bolts, (subject to the Authority's approval) "P" clamps are not permitted.

#### **1.28.11 Master Battery Switch**

A master switch on the battery positive (+) shall be provided in the battery compartment near the batteries for complete disconnecting from all coach electrical systems. The location of the master battery switch shall be clearly identified on the access panel and be accessible in less than 10 seconds for activation. Activation of the master battery switch shall result in engine shutdown. The master switch shall be capable of carrying and interrupting the total circuit load. Any equipment that requires power without reference to the master battery switch shall be listed in attachments to these technical specifications. Opening the master switch with the power plan operating shall not damage any component of the electrical system to include engine/transmission's ECM or electrical alternator. The location of the master battery switch shall prevent corrosion from fumes and battery acid when the batteries are washed off.

#### **1.28.12 On Board Video Surveillance Systems**

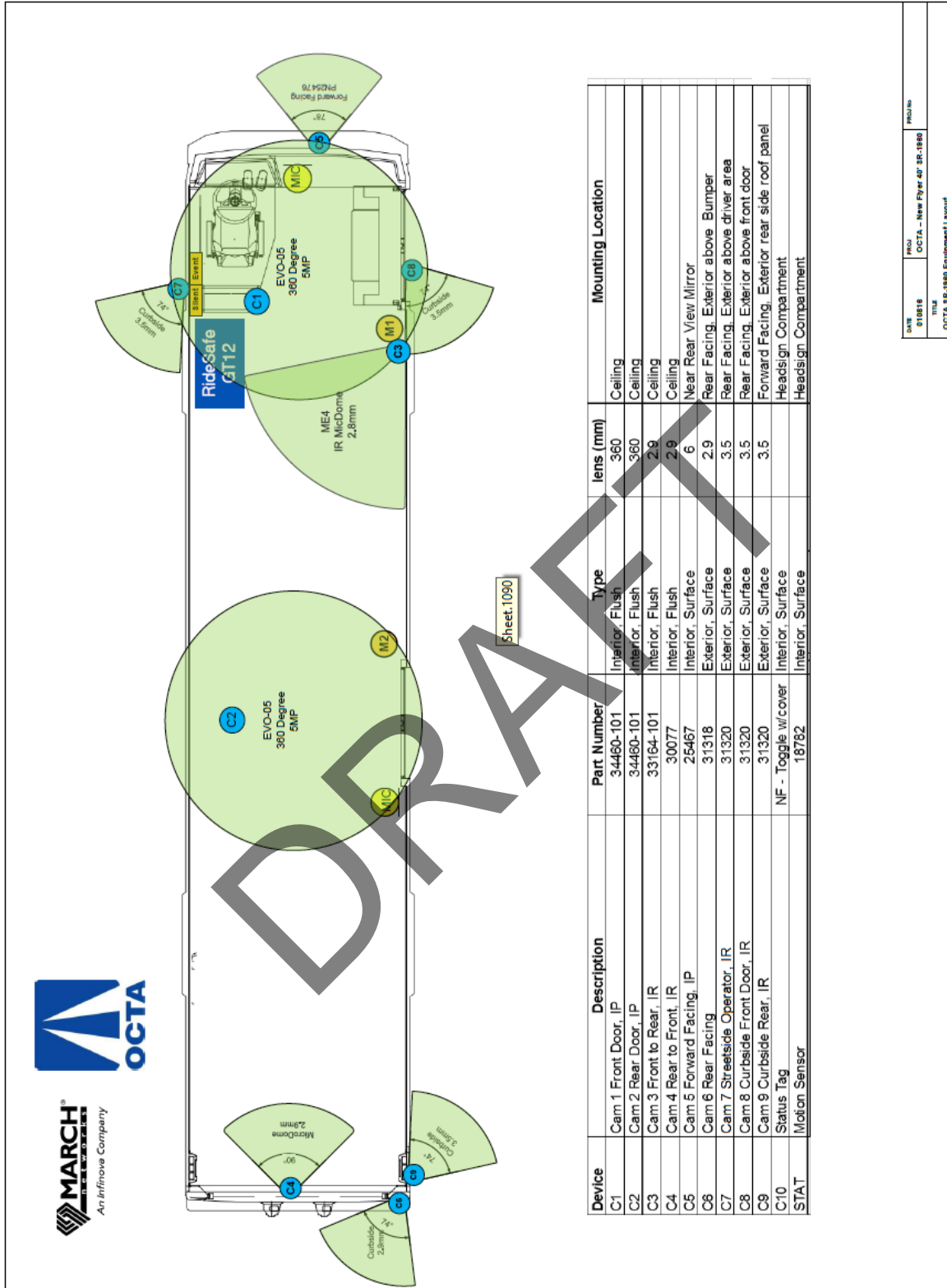
A March Networks, on board video surveillance system (OBVSS) with nine color cameras (five interior and four exterior), GPS antenna or applicable, cables and all others in compliance with the Authority's current standard OBVSS shall be provided by the Contractor to include the mobile digital video recorder, 3-axis accelerometer, two interior microphones, two interior motion detectors among others. Contractor shall be responsible for contacting March Networks and secure an updated list of parts and materials intended.

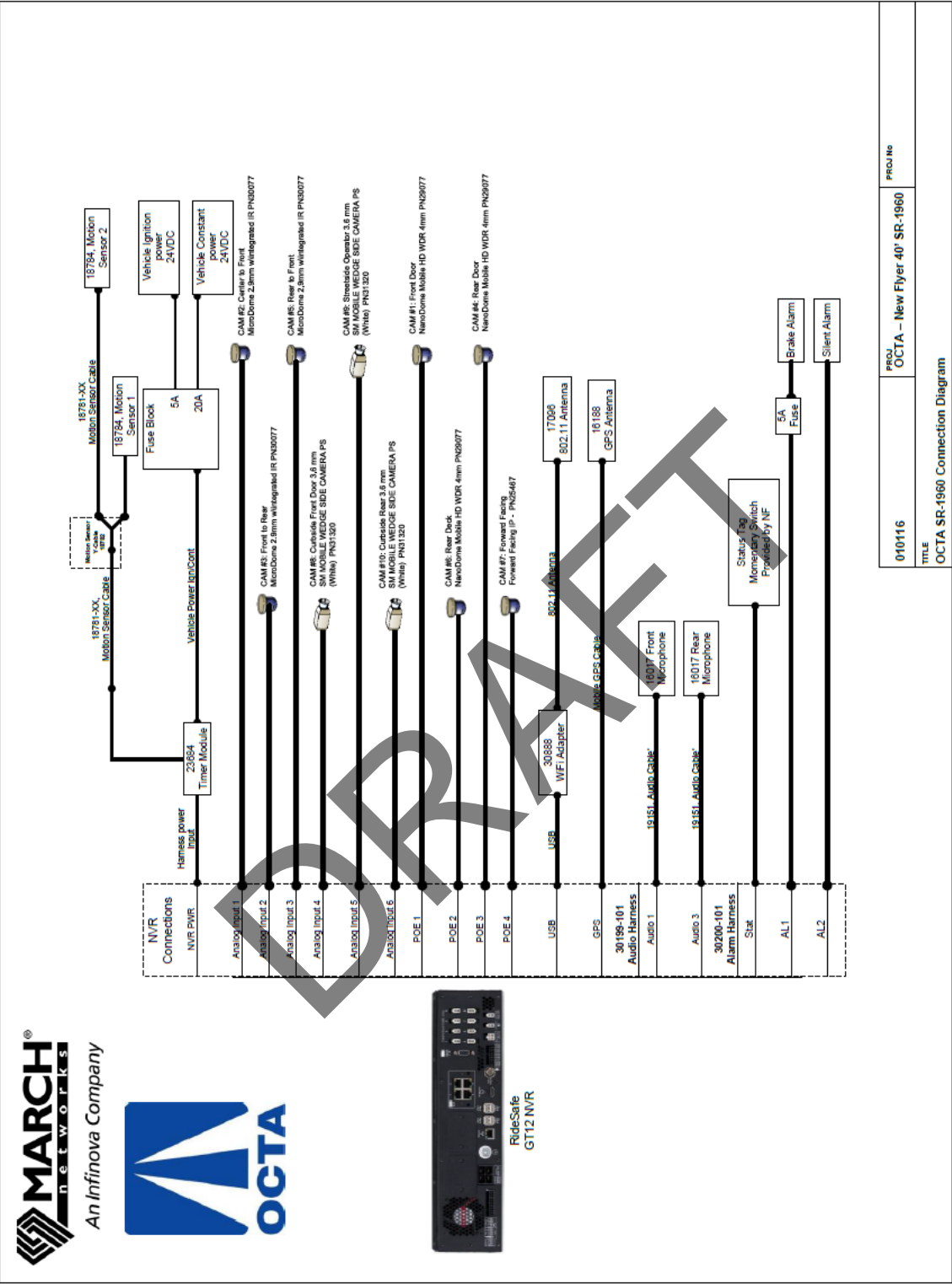
The below list is to be used as a reference only from the most recent March Networks' Authority build however, the Offeror shall contact March Networks to secure the latest Authority Configuration for 40-foot buses.

March Networks' contact information:  
 Keith O. Winchester  
[kwinchester@MarchNetworks.com](mailto:kwinchester@MarchNetworks.com)  
 North America Mobile Solutions – Director  
 (800) 563-5564 x 5430

March Part Numbers #	Description	Quantity
29803-105	DVR-MARCH GT12, 1TB SSD	1
30200-101	CABLE-ALARM INPUT, GTXX	1
30199-101	CABLE-AUDIO INPUT, GTXX	1
18784	SENSOR-MOTION NO. 1, CAMERA	2
18782	CABLE-Y, MOTION SENSOR	1
18790	MIC-RECORDER, BLK (MARCH NETWORKS)	2
23684	MODULE-TIME DELAY, CAMERA	1
32049	CAM C2001A MOBILE HDR FF (4.0mm)	1
30077	CAMERA-MICRODOME, IR, 2.9MM LENS	1
34460-101	CAM EVO-05 MINI OUT 360deg 5MP RJ45 WHT	2
31320	CAMERA-3.6MM, CLR, EXTERIOR, WHITE	3
31318	CAM C0401A MOBILE IR WEDGE 2.9mm WHT	1
33164-101	CAM C2401A ME4 IR MicDOME 2.8mm	1







**TS 1.29 DIAGNOSTIC TOOLS AND EQUIPMENT**

The following chart shall identify diagnostic tools and equipment necessary to maintain the proposed buses. Unless specified otherwise, the item deliverable shall include all necessary hardware, software, interfaces, cables and instruction. It is also required, that diagnostic software will be operable in a laptop environment, and therefore the laptop need not be a redundant deliverable for each item requiring a laptop. The laptop shall be an industrial grade ruggedized suitable for intended use in a harsh environment.

<b>Item or System</b>	<b>Qty</b>
Vansco, I/O, PLC multiplex system – Program, Software, Interface, cables, peripherals, connectors, security keys, etc.	6
<b>TOUGHBOOK 31 Model CF-318F458VM</b>  <b>DESCRIPTION:</b> Operating System: Windows 10 Pro CPU: Intel Core i7-7600U 2.80GHz Display: 13.1-Inch XGA Touchscreen LCD Storage Drive: 512GB Solid State Drive Memory: 16GB (8+8) Optical Drive: DVD Super MULTI Drive Wireless: Wi-Fi, Bluetooth, Dual Pass (Ch1: none/Ch2: selectable) Ports & Expansions: No PC/Express Card Keyboard: Backlit Emissive Keyboard Security: TPM 2.0	6
ABS / ATC system – Interface with software	6
HVAC – Interface with software	6
Engine Interface with software	6
Transmission Interface with software	6
Destination Sign Interface with software	6
Door interface with software	6
Passenger Counter interface with software	6
Voltage regulator or equivalent control system interface with software	6
All electric cooling system interface with software	6
Specialized Engine cradle, and all accessories required to remove the engine from the bus	3
Specialized set of tools required to rebuild and repair the front and rear axles. Offeror shall provide a detailed list of tools, including part numbers, tool description and individual pricing with proposal.	1
Multiplex training simulator. Manufacturer to provide a fully functional multiplex training simulator that is an exact duplication of the program, and contains the very same components, of the multiplex system installed in the final product bus. This simulator shall include a 120VAC to 12VDC convertor to power the simulator board, shall include labeled switches for inputs and labeled lights for outputs, and shall be mounted on boards which are to be mounted to a durable steel frame structure with wheels for transport.	1
Specialized Tooling Lot (*)	1
<b>IMPORTANT:</b> All software/interfaces and all others provided will be operational for 12 years without requiring additional fees, charges, subscriptions or any others for licensing or renewals.	1

(\*) = A specialized tooling lot is defined as all necessary tools, equipment, instruction, associated manuals that would be referenced within the vehicle and/or suppliers manuals needed to perform diagnosis, repair and adjustment. The contents of this lot would exclude typical tooling that would be expected to exist at a generic bus repair facility and/or tooling specifically itemized as deliverables within this specification, examples such as, jacks, pneumatic tools, and welders.

### **TS 1.30      Manuals**

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All manuals shall be provided in a format compatible with LinkOne.

### **TS 1.31      Optional Equipment**

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If any of the below listed optional equipment is exercised, the number of buses for this RFP shall not change and shall remain the same. The Authority at its own discretion may require having the optional items installed in any, or none, of buses listed in this RFP.

#### **1.31.1      OPTIONAL – Tire pressure monitoring system**

The optional tire pressure monitoring system shall be priced separately as an option with the Offeror's submittal.

An all-wheel Tire Pressure Monitoring system shall be incorporated and integrated with the bus. Preliminary location for the driver's display shall be on the dashboard. Final location shall be defined during the pre-production meetings. The system, e.g., tire pressure sensors, antennas, interfaces, mounting provisions and all others shall be of a heavy-duty design intended to withstand the life of the bus without requiring replacement. Offeror, in its proposal, shall include six (6) sets of tools required to excite, read and to ID the sensors when required.

The driver's display shall be capable of reporting individual tire pressure and tire temperature status, it shall report status on demand and/or when the pressures and/or temperatures are exceeding the pre-established normal operating ranges. The TPM system shall be interfaced with the existing bus' warning devices thus minimizing redundancy of alarms and displays.

#### **1.31.2      OPTIONAL – EXPRESS BUS CONFIGURATION**

The optional EXPRESS BUS CONFIGURATION shall be priced separately as an option with the Offeror's submittal. The express configuration shall include the USSC Patriot, or equivalent American Seating, or approved equal, high-back padded reclinable passenger seats, extra padding and head rests on all fixed seats, upholstered with Authority's defined seat fabric and logos, individual LED passenger reading lights, passenger luggage racks designed for easy inspection and monitoring of any objects unintentionally left behind by the passengers, two USSC/American Seating Q-pod, or approved equal, ADA compliant wheelchair securement systems, stainless steel modesty panels shall be located in front of any, and all, forward facing seats where a barrier does not exist including all hand holds provisions.

The exterior standard **Branding OCBUS regular** identity package, and all other provisions listed in this RFP shall remain the same for any and all Express configured buses.

The estimated quantity of Express configured buses shall be approximately thirty (30) units however, the Authority at its sole discretion reserves the right to change the quantity of buses based on its organizational needs.

Offeror, with its submittal, shall also include proposed seating lay-outs depicting potential seating arrangements intended for the Express configured buses.

Express configured buses shall be equipped with front-door mounted wheelchair ramps.

### 1.31.3 OPTIONAL – Recommended List of Spare Components

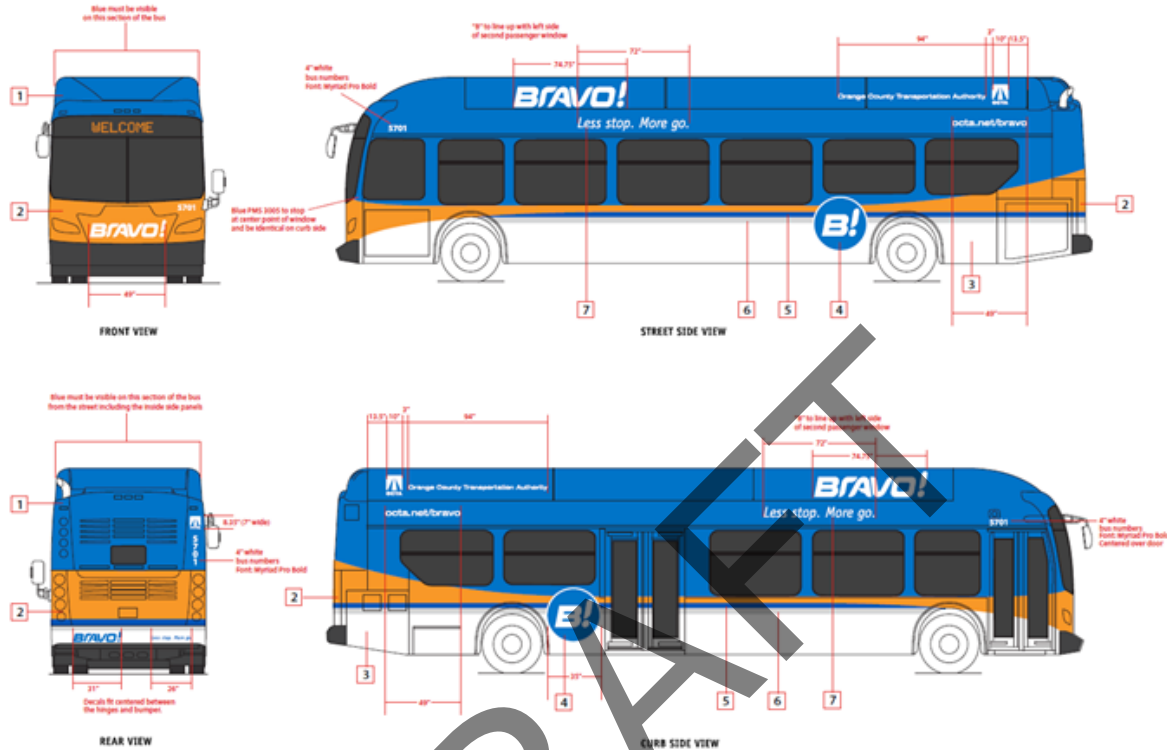
Offeror shall provide separate pricing for a list of recommended spare components. The Authority, at its discretion, shall select any, all, or none of the below listed components. Offerors are encouraged to suggest additional items that are traditionally required for the upkeep of the proposed bus.

Description	Recommended Quantity	Unit Cost \$	Ext. \$ (Quantity x Unit Cost)
Front axle brake rotors (both sides)			
Rear axle brake rotors (both sides)			
Front brake pads (both sides)			
Rear brake pads (both sides)			
All Electric Cooling Package			
Starter motor			
I/O, Vansco/ PLC modules			
Fire Suppression/Methane Detection-Control Panel w/required Interface			
Infra-red Methane Detectors			
Differential carriers			
Complete drivelines w/U-joints			
Complete Transmission			
Complete Cummins L9N Engine w/Standard Warranty			
Transmission accumulator (retarder)			
Electric door motor			
HVAC- Screw Type Compressor			
Complete Mirror assembly- Curb side			
Complete Mirror assembly- Street side			
Surge Tank assembly			
Driver Seat			
Power steering hydraulic pumps			
Complete accelerator pedal assembly			
Others			
Others as applicable			

### 1.31.4 OPTIONAL – Exterior Paint Scheme. Bravo! Configuration

Offeror shall provide separate pricing, if applicable, for having the buses painted with the Authority's exterior BRAVO! paint scheme as depicted below. See attachment labeled **Branding OCBUS BRAVO!**

The estimated quantity of BRAVO! painted buses shall be approximately twenty (20) units however, the Authority at its sole discretion reserves the right to change the quantity of buses based on its organizational needs.



1. PPG paint to match 3005 C Blue
2. PPG paint to match PMS 151 C Orange
3. PPG paint to match White HSV 921472
4. BRAVO! Blue for all the Blue decals is PMS 3005 C and needs to match the bus paint color. Paint swatches will be provided to Contractor for color match. All White and BLUE decals are printed on 3M 6870CR reflective material, unless otherwise noted.
5. PMS Reflex Blue C on 3M 680CR reflective material, needs to match striping on existing fleet.
6. White striping printed on 3M 680CR reflective material
7. White decal on 3M 680CR reflective material.
8. Drawing is for reference only. Final engineering drawing shall be provided by Contractor for Authority approval.
9. All lettering is white cut out vinyl.

### 1.31.5 OPTIONAL – Driver Protection System - Driver's Barriers

Offeror shall provide separate pricing for having the buses equipped with a driver protection system, e.g., driver's barrier. If more than one model/type of barrier is submitted, Offeror shall provide along with pricing, detailed information associated with each model's attributes and benefits.

Authority encourages Offerors to provide driver's barriers that are an integral part of the driver's workstation rather than, add-on products that do not conform to the interior bus' layout, traffic circulation, functionality, challenging visibility of mirrors, slowing interaction with passengers, etc.

**1.31.6 OPTIONAL – 12-Inch & 15-Inch Safety Awareness Monitor/Displays (One Each)**

Offeror shall provide separate pricing for having the buses equipped with one (1), 12-inch safety awareness monitor mounted above the driver and another, 15-inch monitor mounted on the back of the radio compartment facing the passengers. These monitors shall be rugged, vibration proof, equipped with vandal protections and others designed to withstand, and operate, in a transit environment. As a rule, the two monitors will be mounted on the driver's vicinity however, final location will be defined during the evaluation of the first article.

Offeror shall be responsible for the complete integration, and installation of the system including all required cabling, brackets, power sources, mounting provisions and others.

Reference 12-inch and 15-inch monitors: Model numbers DMS2012, DMS2015

DRAFT

**TS 1.32 GENERAL BUS DATA SHEET:**
**LOW FLOOR 40-FOOT BUSES**
**Bus Manufacturer:**
**Bus Model Number:**
**Basic Body Construction Type:**
**SECTION 1: General Dimensions**

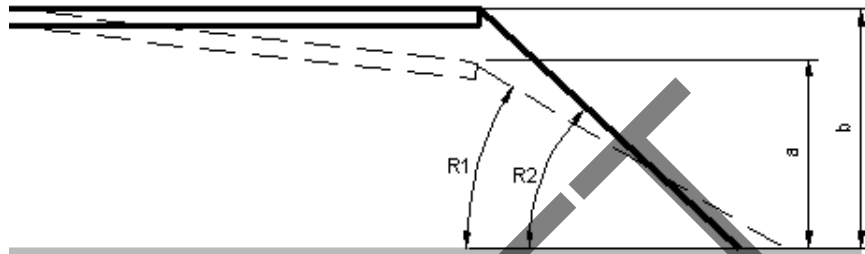
<b>Overall length</b>	Over bumpers	<input type="text"/>	feet	<input type="text"/>	inches
	Over body	<input type="text"/>	feet	<input type="text"/>	inches
<b>Overall width</b>	Over body excluding mirrors and lights	<input type="text"/>	feet	<input type="text"/>	inches
	Over body including mirrors	<input type="text"/>	feet	<input type="text"/>	inches
	Over tires	<input type="text"/>	feet	<input type="text"/>	inches
<b>Overall height (maximum)</b>		<input type="text"/>	feet	<input type="text"/>	inches
<b>Angle of approach</b>	<input type="text"/>	degrees			
<b>Angle of departure</b>	<input type="text"/>	degrees			
<b>Breakover angle 1</b>	<input type="text"/>	degrees			
<b>Breakover angle 2</b>	<input type="text"/>	degrees			
<b>Doorway clear opening (at widest point)</b>	<input type="text"/>		inches		

	<b>Width with grab handles</b>	<b>Width without grab handles</b>	<b>Height</b>
<b>Front door</b>	<input type="text"/> inches	<input type="text"/> inches	<input type="text"/> inches
<b>Rear door</b>	<input type="text"/> inches	<input type="text"/> inches	<input type="text"/> inches

Front axle floor height above ground (centerline of bus)	<input type="text"/>	inches
Rear axle floor height above ground (centerline of bus)	<input type="text"/>	inches
Step height from ground (measured at center of doorway)	<input type="text"/>	inches



Body – Shell material (stainless steel/ composite)  
 Body – Sidewall Tube Material (stainless steel)  
 Body – Roof tube material (stainless steel)  
 Body – Front/Rear cap material (stainless steel/composite)  
 Body – CNG Tank enclosure / cage (stainless steel)

	Front doorway	Center doorway	Ramp angle	Rear doorway
<b>Kneeled</b>	<input type="text"/> inches (a)	<input type="text"/> inches (a)	<input type="text"/> degrees (R1)	<input type="text"/> inches (a)
<b>Unkneeled</b>	<input type="text"/> inches (b)	<input type="text"/> inches (b)	<input type="text"/> degrees (R2)	<input type="text"/> inches (b)

**Interior head room (floor to ceiling at center of aisle)**

First axle location	<input type="text"/> inches
Center of bus location	<input type="text"/> inches
Rear axle location	<input type="text"/> inches
Rear settee (in front of seat)	<input type="text"/> inches

**Aisle width**

Minimum width on floor between first axle wheel housings	<input type="text"/> inches
Minimum width on floor between center axle (1) wheel housings	<input type="text"/> inches
Minimum width on floor between center axle (2) wheel housings	<input type="text"/> inches
Minimum width on floor between rear axle wheel housings	<input type="text"/> inches

**Minimum ground clearance**

Outside axles zones	<input type="text"/> inches
Inside axles zones	<input type="text"/> inches

**Horizontal turning envelope** (see diagram below)

Outside body turning radius, TR0 (including bumper)

	feet		inches
	feet		inches

 Inside Body Turning Radius innermost point, TR4 (including bumper)  
 get rid of TR1-TR3
**Wheelbase**

First axle to rear axle

	inches
--	--------

**Overhang, centerline of axle over bumper**

Front

	inches
--	--------

Rear

	inches
--	--------

**Floor**

Maximum interior floor slope (from horizontal)

	degrees
--	---------

**Capacity**

Total number of passenger sittings

Passenger seating manufacturer/model number

Total number of standing passengers (1 per 1.5 sq. ft.)

Minimum hip to knee space

Maximum hip to knee space

Restraint system type and model number

	inches
	inches

**Bus weight****Curb weight****Curb weight plus seated load\*****GVWR**

Front axle

	lbs.
--	------

	lbs.
--	------

	lbs.
--	------

Rear axle

	lbs.
--	------

	lbs.
--	------

	lbs.
--	------

Total

	lbs.
--	------

	lbs.
--	------

	lbs.
--	------

\* Including operator and passengers at 150 lbs. per person

**Vehicle Speed**

0 to 10 MPH (~5 sec.)	<input type="text"/>	Secs.
0 to 20 MPH (~10 sec.)	<input type="text"/>	Secs.
0 to 30 MPH (~18 sec.)	<input type="text"/>	Secs.
0 to 40 MPH (~30 sec.)	<input type="text"/>	Secs.
0 to 50 MPH (~60 sec.)	<input type="text"/>	Secs.
0 to 65 MPH	<input type="text"/>	Secs.

Gradeability @ GVWR – 2.5% grade  
(40 mph min.)

Gradeability @ GVWR – 16% grade  
(7 mph min.)


**SECTION 2: Steering Axles**

Manufacturer  
Type and weight rating  
Model number


**SECTION 3: Drive Axle**

Manufacturer  
Type and weight rating  
Model number


**Drive axle ratio**

Differential ratio  
Hub reduction ratio (if used)  
Final axle ratio (if hub reduction is used)


**SECTION 4: Brake System**

Deceleration Braking @ GVWR G-Rate  
with friction brakes (0.8g minimum)

Deceleration Braking @ GVWR G-Rate  
without friction brakes) (0.15g nominal)

Deceleration Braking @ GVWR G-Rate  
without friction brakes)  
(0.1g sustainable)


Make/type of fundamental system

Front axle brake chamber model

Rear axle brake chamber model

Front axle slack adjuster

Manufacturer

Model number

Rear axle slack adjuster

Manufacturer

Model number

Front axle brake drum/rotor

Manufacturer

Rear axle brake drum/rotor

Manufacturer

**Air compressor**

Manufacturer

Type

Model number

Rated capacity

Capacity at idle

Maximum warranted speed

Idle speed

Drive type

Governor cut-in pressure

Governor cut-out pressure

cfm

cfm

rpm

rpm

psi

psi

**Air Reservoir Capacity**

Manufacturer

Supply reservoir number and size

Primary reservoir number and size

Secondary reservoir number and size

Parking reservoir number and size

Accessory reservoir number and size

Other reservoir number and size

/

/

/

/

/

/

cubic inches total

cubic inches total

cubic inches total

cubic inches total

cubic inches total

cubic inches total

**SECTION 5: Cooling System**

	Radiator	Charge Air Cooler
Manufacturer		
Type		
Model number		
Number of tubes		
Fins per inch		
Fin thickness (inches)		
Fin construction		

Total cooling system capacity (gallons)	<input type="text"/>	gallons
Radiator fan manufacturer	<input type="text"/>	
Fan speed/control type (mech/elect/hyb)	<input type="text"/>	
Surge tank capacity	<input type="text"/>	gallons
Surge tank material	<input type="text"/>	
Overheat alarm temperature	<input type="text"/>	degrees F
Shutdown temperature settings	<input type="text"/>	degrees F

**SECTION 6: Electrical****Primary interior lighting system**

Manufacturer	<input type="text"/>
Type	<input type="text"/>
Model number	<input type="text"/>

**Alternator**

Manufacturer	<input type="text"/>
Type	<input type="text"/>
Model number	<input type="text"/>
Output at idle	<input type="text"/> amps

**Voltage Regulator**

Manufacturer	<input type="text"/>
Model number	<input type="text"/>
Temp. Compensation – Range - Ratings	<input type="text"/>

**Voltage Equalizer**

Manufacturer

Model number


**Starter Motor**

Manufacturer

Voltage

Model number


**Batteries**

Manufacturer

Type

Model number

Cold cranking amps


**Ultra-Capacitor**

Manufacturer

Model number


*Ultra-capacitor ratings: Provide data sheet for energy efficiency, estimated calendar life, cycle life, voltage (each capacitor and each module), working and peak power, and weight*

**SECTION 7: Engine**

Manufacturer

Model number/version

Horsepower/torque rating

Engine Oil Capacity (Qts.)


**SECTION 8: Fire Suppression/Methane Detection System**

Manufacturer

Model number

Number of detectors

Type of detector

Battery backup

<input type="checkbox"/>	fire	<input type="checkbox"/>	methane
<input type="checkbox"/>	Thermal	<input type="checkbox"/>	Optical
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**SECTION 9: Bumpers**

Manufacturer

Type


**SECTION 10: Fuel and Exhaust System**

Fuel type

Operating range and route profile


**Fuel Tanks (CNG)**

Manufacturer

Capacity (total and usable)

Construction material/Type

Quantity and location of tanks

Life Expectancy (years/miles)

	SCF	/	SCF

**SECTION 11: Air Suspension**

Front

Rear

Shock absorber manufacturer

Shock absorber quantity per axle


**SECTION 12: Steering**

Pump manufacturer

Pump model number

Steering gear manufacturer

Steering gear model number

Steering gear type

Steering wheel diameter

Maximum effort at steering wheel\*

	inches

\* Unloaded stationary coach on dry asphalt pavement

**SECTION 13: Transmission**

Manufacturer	
Type	
Model number	
Number of forward speeds	
Cooling Type	
Retarder Capacity	
Transm. Oil Capacity (Qts.)	

**SECTION 14: Driveshaft**

Manufacturer/Model #	
----------------------	--

**SECTION 15: Wheels**

Manufacturer	
Type	
Size	
Mounting type	
Bolt circle diameter	
Protective coating	

**Tires**

Manufacturer	
Type	
Size	
Load range/air pressure	

**SECTION 16: Door System**

Door panels	Manufacturer	Type
Front door		
Rear door		

**Actuating mechanism (air, electric, spring, other)**

Manufacturer	
Front door	
Rear door	



**SECTION 17: Heating and Ventilating Equipment**

Heating system capacity

Btu

Air conditioning system  
capacity

Btu

Ventilating capacity

CFM per passenger

Manufacturer and model

Refrigerant type

**Driver's Heater**

Manufacturer

Type

Model number

Capacity

**SECTION 18: Passenger Loading System**

Manufacturer

Type (hydraulic, electric or both)

Model number

Capacity (lbs.)

**Dimensions**

Width of ramp

inches

Length of ramp

inches

**Cycle times****Normal idle**

Stowed to ground

seconds

Ground to stow

seconds

**Fast idle**

seconds

seconds

**SECTION 19: Electronics**

OBVSS manufacturer

OBVSS model number

Number of cameras

Multiplex system manufacturer

Multiplex system model number

Automatic passenger counter system manufacturer

Automatic passenger counter system model number

Destination sign manufacturer

Destination sign model number

AVL/AVM system manufacturer

AVL/AVM system model number

Passenger information system manufacturer

Passenger information system model number


### **TS 1.33 REQUIRED TECHNICAL COMPONENTS OF PROPOSAL**

The following documents are required elements within the technical proposal: (Note: All drawings shall be submitted in AutoCAD on a memory stick or other portable device.)

1. Altoona Test Report
2. Complete General Bus Data Sheet
3. Verification that the bus manufacturer shall perform a complete "Engine Cooling Test Summary sheet" (as contained in SAE J819 or as required by the engine and transmission manufacturers) for the power train audit on the first bus to verify heat transfer capabilities of radiator, trans-cooler, hydraulic coolers, and others under an air ambient temperature of 115 degrees F. Heat rejection of transmission retarder must also be considered. Cooling system performance shall be demonstrated on first article and shall be certified by engine and transmission manufacturer.
4. Engine application approval.
5. Transmission application approval
6. Allison SCAAN or equivalent
7. Layout drawing of Operator's Work area to include seat dash, side console steering wheel and foot controls. Layout shall include range/envelope of motion of all elements and components (i.e. driver's range, all possible driver's seat movement, all steering wheel – possible- positions, etc.
8. Layout drawing of interior, to include seating arrangement, aisle, doorways, modesty panels and passenger assists.
9. Interior layout depicting the number of standees including a graphical representation of them on the bus floor.
10. ADA compliant mobility securement system (with options) shall be submitted to the Authority for review and approval including, but not limited, to the following: Restrain system description, wheelchair and mobility aid floor plan and track layout, storage for mobility aid securement devices, belts and accessories, potential locations of wheelchair stations.
11. Layout drawing of exterior for graphics.
12. General structural layout with axle weight distribution and tire size and rating
13. State of California, Air Resources Board, copy of executive Order Approval for the proposed engine.

14. Brake system design data and provisions for compliance with FMVSS 121
15. Sample Service, Parts and Operator's Manuals
16. Documentation supporting installation of fuel system storage tanks to include, engineering analysis, safety criteria, and others as listed:
  - Description of system operation
  - Preventive maintenance guideline
  - Piping/Component schematic, to include
    1. System safety design guidelines
    2. System code compliance
    3. Flow and pressure drop
  - Procedure for fueling, de-fueling, venting, purging
  - Procedure for components requiring adjustment
  - O.E.M. level specification sheets at component level
  - Fuel Tank calculations, to include, gross volume, useable capacity, operating pressure, fuel consumption, vehicle range at fully loaded capacity, etc.
  - System FMEA and listing of applicable code/regulation compliance
  - Documentation certifying that the design service life of the CNG tanks and the complete fuel system are at least 20 years, regardless of mileage
17. Documentation supporting location of methane detectors in the passenger area and elsewhere to include engineering analysis, safety criteria for placement and others involved in the process; e.g. past experience, air flow, potential pockets of methane gas, etc.
18. Documentation supporting location of fire suppression system; targeted locations, system functionality, reaction times, datalogging provisions, etc.

**SECTION V: COST AND PRICE FORMS**

## PRICE SUMMARY SHEET

Availability of the First Article unit shall be within \_\_\_\_\_ weeks after receipt of Notice to Proceed. The remaining vehicles shall be delivered at the continuous and uninterrupted rate of \_\_\_\_\_ vehicles per week after acceptance of the First Article.

Item	Description	Unit	Quantity	Unit Price
1	<b>Low-Floor 40-Foot Heavy Duty CNG Transit Bus</b> Total base price per unit per specification less cost of any non-taxable ADA equipment and delivery charges not subject to sales tax. These items shall be priced separately.	Each	299	\$
2	<b>ADA Accessibility Equipment</b> Any item considered non-taxable. Identify individual equipment as an attachment to the Price Summary Sheet.	Each	299	\$
3	Delivery Charges	Each	299	\$
4	Conduent / ITMS Radio Provisions	Each	299	\$
5	On Board Video Surveillance	Each	299	\$
6	Fire Suppression and Methane Detection	Each	299	\$
7	Hoist Adapters (45-Front and 45-Rear)	Set	90	\$
8	Training	Hours	700	\$
9	Manuals	Each	299	\$
10	Optional: Tire Pressure Monitoring System	Each	299	\$
11	Optional: Express Bus Configuration (Additional) (*) Quantity Subject to Change	Each	30 (*)	\$
12	Optional: BRAVO! Exterior Paint (Additional) (*) Quantity Subject to Change	Each	20 (*)	\$
13	Optional: Spare Components	Each	299	\$
14	Optional: Driver's Protection Barrier	Each	299	\$
15	Optional: 12-Inch & 15-Inch Awareness Monitor / Display (Two Per Bus)	Each	299	\$
16	Optional: Diagnostic Equipment. Itemized Price Required.	Each	299	\$

## PRICE SUMMARY SHEET

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA AND OFFER

Offeror shall complete the following form and include in the price proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

By execution below Offeror hereby proposes to furnish equipment and services as specified in the Orange County Transportation Authority's RFP 9-1836, including Technical Specifications (Section IV), General Terms and Conditions / Proposed Agreement (Section VIII), Quality Assurance (Section VI) and Warranty Requirements (Section VII), therein.

1. I acknowledge receipt of RFP 9-1836 and Addenda No.(s) \_\_\_\_\_
2. I acknowledge receipt of RFP 9-1836 and Addenda No.(s) \_\_\_\_\_
3. I acknowledge receipt of RFP 9-1836 and Addenda No.(s) \_\_\_\_\_
4. I acknowledge receipt of RFP 9-1836 and Addenda No.(s) \_\_\_\_\_
5. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 180)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FACSIMILE NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

**SECTION VI: QUALITY ASSURANCE**

**QUALITY ASSURANCE****A. CONTRACTOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS****1. QUALITY ASSURANCE REQUIREMENTS**

Contractor, the Contractor's manufacturing plant and organization shall be certified to the appropriate QS-9000/ISO 9000 series of standards

**2. QUALITY ASSURANCE ORGANIZATION****a. ORGANIZATION ESTABLISHMENT**

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

**b. CONTROL**

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

**c. AUTHORITY AND RESPONSIBILITY**

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

**3. QUALITY ASSURANCE ORGANIZATION FUNCTIONS**

The quality assurance organization shall include the following minimum functions.

**a. WORK INSTRUCTIONS**

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.



**QUALITY ASSURANCE****b. RECORDS MAINTENANCE**

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and tests are completed.

**c. CORRECTIVE ACTION**

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

**4. QUALITY ASSURANCE BASIC STANDARDS AND FACILITIES****a. BASIC STANDARDS AND FACILITIES**

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

**b. CONFIGURATION CONTROL**

Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

**c. MEASURING AND TESTING FACILITIES**

Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

**QUALITY ASSURANCE****d. PRODUCTION TOOLING AS MEDIA OF INSPECTION**

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

**e. EQUIPMENT USED BY RESIDENT INSPECTORS**

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

**5. CONTROL OF PURCHASES**

Contractor shall maintain quality control of purchases.

**a. SUPPLIER CONTROL**

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 nonconforming materials.

**b. PURCHASING DATA**

Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

**6. MANUFACTURING CONTROL****a. CONTROLLED CONDITIONS**

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

## QUALITY ASSURANCE

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

### b. COMPLETED ITEMS

A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.

### c. NONCONFORMING MATERIALS

The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

### d. STATISTICAL TECHNIQUES

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

### e. INSPECTION STATUS

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags, or other normal quality control devices.

## 7. INSPECTION SYSTEM

### a. INSPECTION SYSTEM SCOPE

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

### b. INSPECTION PERSONNEL

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

**QUALITY ASSURANCE****c. INSPECTION RECORDS**

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

Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Authority shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

**d. QUALITY ASSURANCE AUDITS**

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

**B. INSPECTIONS****1. INSPECTION STATIONS**

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

Stations shall also be at the best locations to inspect or test characteristics

## QUALITY ASSURANCE

before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test, and bus final road test completion.

### 2. RESIDENT INSPECTOR

#### a. RESIDENT INSPECTOR ROLE

The Authority shall be represented at the Contractor's plant by resident inspectors. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Authority shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings", "Authority" and "Pre-Delivery Tests". Contractor and resident inspector relations shall be governed by the "Guidelines" and "Quality Assurance" Provisions.

#### b. PRE-PRODUCTION MEETINGS

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

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

#### c. AUTHORITY

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a

## QUALITY ASSURANCE

minimum of one year after inspections and tests are completed.

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

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Authority shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

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

### d. SUPPORT PROVISIONS

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

**QUALITY ASSURANCE****C. ACCEPTANCE TESTS****1. RESPONSIBILITY**

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

**2. PRE-DELIVERY TESTS**

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

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

The pre-delivery tests shall be scheduled and conducted with fifteen (15) days' notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. Delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms

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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.

a. 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.

b. TOTAL BUS OPERATION

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

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operation tests.

3. POST-DELIVERY TESTS

The Authority may conduct vehicle inspection tests on each delivered bus. These tests shall be completed within thirty (30) calendar days after bus delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of bus release and delivery to the Authority. The post-delivery tests shall include visual inspection and bus operations. No post-delivery test shall apply criteria that are different from the criteria applied in an analogous pre-delivery test (if any).

Buses that fail to pass the post-delivery tests are subject to rejection. The Authority shall record details of all Defects on the appropriate test forms and shall notify the Contractor of each bus status within thirty (30)



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calendar days according to "Acceptance of Bus" after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in the Agreement, "Repairs By Contractor."

### **a. VISUAL INSPECTION**

The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the bus in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each bus.

### **b. BUS OPERATION**

Road tests will be used for total bus operation similar to those conducted at the Contractor's plant. In addition, the Authority may elect to perform chassis dynamometer tests. Operational deficiencies of each bus shall be identified and recorded.

## **D. GUIDE FOR INSPECTION**

The following provides the Authority's general criteria of the manufacturing and bus inspections intended for each one of the buses procured under this solicitation, including product quality assurance, audit, certifications required by FTA, Buy America regulations pertaining to rolling stock purchases and the Authority's on-site inspection tests and acceptance guidelines.

This inspection is intended to be in compliance with all Code of Federal Regulations (CFR), 49 CFR 661 Buy America, 49 CFR 668 Pre-Award and Post Delivery Audits of Rolling Stock purchases, 49 CFR 668 Bus Testing, United States Code (USC) 49 USC 5323 (j) Buy America, Federal Acquisitions Regulations, FTA Master Agreement, FTA Circular 4220.1F, FTA Circular 5000 Grants Management, FTA Handbook Conducting Pre and Post-Delivery Audits, FTA Best Practices Procurement manual to include Buy America Certification, Buy America and Buy America Requirements and all applicable standards set forth in 49 CFR, Part 571 – Federal Motor Vehicle Safety Standards.

### **1. TASKS**

a. Pre-production meeting in Orange County, California, or at the

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manufacturer's location having representatives from the Authority and the Contractor prior to the manufacturing of First Article bus.

- b. Authority's issuing of the Notice to Proceed with the manufacturing of the First Article bus.
- c. In-plant inspection of the First Article bus at the Contractor's facility/location, to include configuration review of the Authority's first article, Buy America Audit.
- d. Contractor's presentation of a fully completed First Article bus at the manufacturer's location.
- e. The Authority personnel perform the in-plant review of the First Article bus and, if in compliance with all the requirements, approval for shipment is provided to the Contractor.
- f. Contractor performs licensing and registration of the First Article bus prior to delivery to the Authority.
- g. Continued inspection at the final delivery location, any of the Authority facilities in Orange County, California, including forty (40) hours of uninterrupted revenue service testing.
- h. Completion of First Article testing and review after all discrepancies are corrected to Authority's satisfaction.
- i. Authority issues Notice to Proceed with the Production Run
- j. Same above listed steps are followed with the Production Run

**2. PRE-PRODUCTION PHASE**

- a. Authority personnel or its On-Site inspector will conduct a review of Contractor's supplied documents for areas such as Buy America Pre-Award Compliance audit, Buy America Pre-Award Purchasers Requirements Certification, Buy America Pre-Award FMVSS Certification, DOT Safety requirements/specifications/regulations; and Quality Control/Quality Assurance procedures. Formal reports to the Authority in these areas are required.
- b. Authority personnel and its On-Site inspector will be provided with all contract documentation with bus manufacturer prior to start of manufacture.
- c. Authority personnel and/or its On-Site inspector will attend a pre-production audit meeting with the bus manufacturer. At this meeting, primary contact persons from the Authority, the bus manufacturer

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and In-Plant inspection representatives are expected to be present to finalize vehicle configuration decisions/documentation; and review manufacturing processes and schedule.

### 3. MANUFACTURING PHASE

- a. Authority personnel or its On-Site inspectors will be on site at the manufacturer's location during all phases of manufacture, unless otherwise instructed by the Authority in writing.
- b. Authority personnel or its On-Site inspectors will provide continuity of inspectors during each vehicle acquisition for the Authority.
- c. The Authority or its On-Site inspectors will ensure sufficient staffing on site based on the production schedules and quantity of buses to ensure expedited production. Inspection delays cannot be allowed to slow down the manufacturing process, except for documented quality problems.
- d. On-site inspectors will be available during all normal work hours of the manufacturer.
- e. On-Site Inspectors will work cooperatively with manufacturers and the Authority representatives. The expected result is a high-quality transit vehicle completed on schedule, and in conformance with Federal, State & local specifications, with minimal changes in configuration during manufacture.
- f. Authority or its On-Site inspectors will designate a project "Team Leader" (in the event more than one inspector is assigned to a project). This person will be the primary point of contact for the Authority staff, and will be the direct liaison with the manufacturer's personnel, and the only person delegated to make "stop work" or "stop ship" decisions on behalf of the Authority, based on pre-agreed criteria. The Authority will similarly appoint a single point of contact.
- g. The On-Site inspector will provide daily and weekly summary reports by e-mail or facsimile to the designated Authority Project Manager. The written reports will include, at a minimum, the following items:
  - Production progress during the period.
  - Production schedule.
  - Vehicle shipment status.
  - Production line movement identified by stage and Authority vehicle numbers.
  - Specific problems encountered during the period.

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- Status of problems/issues reported during the previous reporting periods.
  - Recommended solutions to problems/issues reported.
  - Request for input from the Authority to make a decision or support the On-Site inspector's position.
  - General comments.
- h. The On-Site inspector will ensure that the manufacture of the vehicles is in a manner consistent with all 49 CFR Part 571 & California State regulations (Title 13 CCR and specifications; as well as Authority's specifications (incorporating any approved changes).
- i. The On-Site inspector will meet with the Authority Project Manager at the end of production of the First Article, to conduct a configuration audit on the First Article bus. Once the configuration has been established, the On-Site inspector will produce the required Buy America post-delivery audit documents prior to Authority's issuing of the Notice to Proceed to the Manufacturer.
- j. The On-Site inspector will inspect and certify that each bus complies with the Buy America content/requirement, and Authority's configuration requirements, as approved with the first article.
- k. The On-Site inspector will maintain and distribute meeting minutes for any formal meeting (i.e.: pre-production audit meeting) held with the manufacturer and/or the Authority.
- l. Except for those differences among vehicles in a single order that might be required for in the specifications, the On-Site inspector will ensure that all transit vehicles manufactured are identical and interchangeable within the same order. The On-Site inspector will similarly ensure that vehicle manuals and other documentation are updated with any changes to match actual vehicle configuration.
- m. During the production of the first buses, the production line will be thoroughly evaluated for its conformity to the agreements set forth during the initial audit process. This will include compliance to the quality assurance program, testing requirements, documentation of certification testing, including but not limited to fastener testing, steel treatment, torque wrench calibration, welding testing (ultra sound and die penetrant testing), paint adhesion testing, paint thickness testing, electrical wiring and component ratings, etc.
- n. All final operating tests will be checked during the final buy-off stage to help ensure that all of the appropriate testing has been completed. If the tests fail to meet the standard of the technical specifications,

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the On-Site inspector will develop a list that will be forwarded to the manufacturer requesting adjustments in the process. The goal is to adjust the testing within the final stages of the first two to five buses.

- o. As part of the final inspection phase, the On-Site inspector will perform a road test, riding each bus and listening for abnormal power train noises, interior rattles, and observing for proper shift points, acceleration, braking performance, ride quality, and appropriate functioning of other bus systems.
- p. Upon completion of manufacture of each unit, the On-Site inspector will perform a full inspection test at the manufacturer's location prior to shipment to the Authority. Any defects noted will be made known to the manufacturer and tracked for correction prior to shipment to the Authority. Upon approval for shipment by the On-Site inspector, the On-Site inspector will transmit a copy of the inspection sheet to the Authority for each vehicle as quickly as practical to expedite final vehicle inspection at the Authority. On-Site inspector will not allow the manufacturer to ship any vehicle that has not successfully passed this inspection, unless approved in writing by the Authority.
- q. Specific emphasis will be placed on undercarriage, electrical installation, brakes, wheelchair lift, air conditioning, differential, and interior seating. It cannot be over-emphasized that the production line is critical point for identification and documentation of non-compliant matters and to clarify and resolve noted discrepancies and issues to include:
  - QC production procedures.
  - Weld integration (Zyglow, ultrasound test methods, etc.).
  - Frame undercoating thickness.
  - Sheet metal application, fit and finish, sidewall trueness as well as sheet metal quality.
  - Paint adherence pull test and thickness tests.
  - Paint Quality (orange peel, fish eye, sagging, and dirt)
  - Detailed Inspection to include hydraulic lines, fuel lines and electrical harnesses.
  - Electrical component ratings and proper grounding.
  - Proper clamping, routing and spacing of air lines from making contact with other components.
  - Proper clamping, routing and spacing of electrical wire harnesses from making contact with other components.
  - Etc.

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- r. The on-site inspector will be responsible for providing at a minimum, the following (As applicable) with each individual bus record:
- Inspection Report verifying conformity to all specifications.
  - Methane Detection System Test.
  - Wheel alignment
  - Fire Suppression System Test
  - Water test certification
  - Front end alignment and steering stop adjustment certification.
  - "Completed Bus" inspection document.
  - Copy of defects and corrections noted during bus inspection.
  - VIN number (copy of bus data plate)
  - Manufacturer inspection records
  - Certificate of Origin
  - Certified Weight slip (curb weight)
  - On-Site Inspector's inspection documents
  - Final factory bus inspection Report
  - Road Test function Report to include:
    - Acceleration Test
    - Top Speed Test
    - Service Brake Test
    - Parking Brake Test
    - Turning Effort Test
    - Turning Radius Test
    - Shift Quality
    - Retarder Deceleration Test
  - During the road test, one vehicle should be taken to a weigh station to record the vehicle's front axle weight; rear axle weight and total vehicle (curb) weight.
  - A list of major component serial numbers will be documented for each bus; at a minimum the following components will be listed:
    - Engine
    - Transmission
    - Alternator
    - Starter
    - HVAC Unit
    - AC Compressor
    - Drive Axle
    - Power Steering Unit

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- Air Compressor
  - Engine Cooling System (EMP)
  - All other components that the manufacturer will require in order to process warranty claims.
- s. The On-Site inspector will be responsible for providing at a minimum, the following (As applicable) with each separate bus build:
- A Pre-Award Purchasers Requirements certification, which certifies that the product meets the Authority's specifications and is being built within the requirements outlined in 49 CFR, Sections 663.27, 663.25 & 663.23.
  - A copy of the Pre-Award and Post-Delivery manufacturer's self-certification of compliance with the Federal Motor Vehicle Safety Standards (FMVSS) stating that the bus manufactured meets the requirements of those standards (49 CFR, Sec. 663.41).
  - A Post-Delivery Audit. The On-Site inspector will certify that each bus was built to the specified FTA requirements/specifications and Authority configuration in accordance with 49 CFR, Sections, 663.33, 663.35, 663.37 & 663.39.
- t. The On-Site inspector is not responsible for final bus acceptance. This task will be performed by the Authority personnel.

## 4. POST PRODUCTION ACTIVITIES

- a. The On-Site inspector will provide final written documentation to the Authority summarizing the production processes and issues supplemented for each bus; and copies of the inspection write-ups of each vehicle inspected.
- b. In addition to the bus production documents, and Road Test Sheets, all memoranda and QA correspondence will be stored and chronologically organized and provided in the final production report.

## 5. VEHICLE INSPECTION PHASE AT AUTHORITY

- a. Upon delivery of the bus to the Authority facilities, Authority personnel shall perform a complete delivery/vehicle

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inspection/verification to include, among others, recording of all vehicle serialized components, e.g., VIN number, transmission serial #, engine, serial #, axles, etc.

- b. Visual checks to include, among others, all exterior lights, body finish, paint, decals, installation of bike rack, operation of all interior and exterior access panels and doors, latches, condition of tires, etc.
- c. Mechanical checks to include verification of lug nuts torque, belt tensions, lubrication of chassis, lubrication of driveshaft, lubrication of components, re-torquing of components, testing of fire suppression and methane detection systems, drain and replace engine oil, check of transmission and engine mounts, etc.
- d. Operational checks to include, among others, seat belts, steering column, horn, sun visors, mirrors, windows, parking brake, wiper blades, ventilation system, transmission shifting quality, air conditioning, parking brake, fluid and fuel leaks, plumbing, radio system, on board video surveillance system, passenger counters, voice announcement, destination signs, sun visors, driver's controls, passenger circulation, lights, switches, knobs, emergency releases, etc.
- e. Drivability tests to include, among others, at a minimum, 40-hours of continuous uninterrupted service testing to evaluate performance, driving ability, steering response, cooling system's performance, vehicle speed, system's operation and interaction, acceleration, engine compartment temperature, braking distances, etc.
- f. Dimensional and performance tests to include complete electrical system audit, dimensional requirements audit, seating capacity, water test, water runoff test, function test of systems and subsystems and components, sound/noise level tests, airflow test, PA function, silent alarm, interior lighting, exterior lighting, gradeability test, kneeling, HVAC pull-down test, wheelchair ramp, axle weight, engine and transmission performance test among others.
- g. Additional tests and/or verifications maybe included based on the outcome of previously listed tests, inspections and checks.
- h. If any discrepancies are noted, the bus shall be rejected and the list of discrepancies shall be provided to the bus manufacturer. The bus manufacturer shall be responsible for removing the bus from the Authority property, performing the corrections and repairs to the



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highlighted deficiencies and re-delivering the bus to Authority for a secondary vehicle inspection.

- i. Upon receipt of the re-delivered bus, the Authority shall perform a new bus inspection to verify that all items are individually, and/or as a system, in working order to include all items provided in the discrepancy list. If existing or additional discrepancies are noted, the bus shall be rejected and the bus manufacturer will be required to remove the bus from Authority's property to perform the necessary repairs. Upon completion of the manufacturer's repairs, the bus will be redelivered to Authority for a follow up inspection and at that point, if all repairs were performed to the Authority's satisfaction, the bus shall be released for revenue service and Authority personnel will start the necessary paperwork to add the bus to the revenue fleet and will complete the internal paperwork e.g., forms, approvals, signature of invoices, etc. If the bus is rejected, the bus manufacturer shall be required to remove the bus from Authority property and to continue the repairs until completion of a satisfactory and fully functional bus.

**SECTION VII: WARRANTY REQUIREMENTS**

## A. BASIC PROVISIONS

### 1. WARRANTY REQUIREMENTS

#### a. CONTRACTOR WARRANTY

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Any warranties extended by component or subsystem manufacturers/suppliers that exceed the warranty terms shall be provided to the Authority. Consistent with this requirement, the Contractor warrants and guarantees to the original Authority each complete bus, and specific subsystems and components as follows.

#### b. COMPLETE BUS

The complete bus, propulsion system, components, major subsystems, and body and chassis structure, shall be warranted to be free from Defects and Related Defects for one (1) year or 50,000 miles, whichever comes first, beginning on the date of deployment in revenue service. The warranty is based on regular operation of the bus under the operating conditions prevailing in the Authority's locale.

#### c. BODY AND CHASSIS STRUCTURE

The body, body structure, bolted and non-bolted components, all fasteners, frames, skeletal, cages, enclosures, structural elements of the suspension, such as the primary load carrying members of the bus structure, shall be warranted from corrosion, failure and/or fatigue, for the service life of the bus.

#### d. PROPULSION SYSTEM

Propulsion system components specifically the engine, transmission and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for five years or 300,000 miles, whichever comes first. Propulsion system manufacturer's standard warranty, delineating items excluded from this warranty, submitted in accordance with Section I of the Authority's solicitation.

The proposed engine warranties shall start after completion of each bus' deployment into revenue service and after correction of all, and any discrepancies noted during the Quality Assurance (QA) and Quality Control (QC) inspection processes. The QA/QC process shall be documented via Authority's Work Order Control System, Ellipse, and the Contractor shall be formally informed in writing, by Authority's Warranty Coordination Section, of the bus/engine's official in-service date to commence the warranty terms.

Contractor shall provide verification of warranty registration immediately upon the registration of each engine.

Unless specified otherwise, all engine warranty service shall be provided by Cummins authorized technicians at the Base where the bus needing such service is normally domiciled; which may be at any of the Authority operating facilities in the County of Orange, California.

During the entire base and extended engine warranty period, two (2) years, 100,000 miles, the Authority shall not be invoiced for travel time, hourly technician rate/fee, mileage, etc., as a result of field service calls provided by the Warranty Center/Provider/Dealer/Service network and/or Repair Facility.

No administration fees, registration fees, filing fees or any other fees shall be charged to Authority for all or any steps, processes, etc., required or associated with any aspect of the provided warranties and or engine registrations.

e. MAJOR SUBSYSTEMS

Major subsystems shall be warranted to be free from Defects and Related Defects, for a minimum of three years or 150,000 miles, whichever comes first. Major subsystem manufacturers standard warranty, delineating items excluded from this warranty, submitted in accordance to this solicitation. Items included as Major Subsystems are listed below:

Brake system  
Heating, Ventilating, and Air conditioning system  
All electrical cooling system  
Door systems  
Air compressor and dryer  
Wheelchair kneeling and ramp system  
Starter Alternator  
Electrical Batteries  
Fuel Storage System  
Fire Suppression System  
Methane Detection  
All electric cooling System  
Exhaust system in its entirety  
Hydraulic pump(s)  
Steering system including steering wheel, gear box, linkages, and all others.

Exceptions are:

- Destination signs shall be warranted to be free from defects for the life of the bus.
- All wiring and electrical harnesses, including connectors, terminal ends, fasteners, securements, etc., shall be free from defects, water intrusion, corrosion and failures for a period of 12 years.
- Headlights 6 years, unlimited miles warranty
- All LED lights shall be warranted to be free from defects for the life of the bus.
- Ultra-capacitor and control system shall be warranted to be free from defects for 5 years, unlimited miles.
- Decals – 6-year, unlimited mileage
- CNG Fuel tanks; 20 years, unlimited miles
- 12 Years, unlimited miles, warranty corrosion on CNG Tank cradles, fasteners, brackets and all others.
- Front and Rear Axles; 5 years, 300,000 miles
- Driver's seat, 5 years, unlimited miles
- Instrument cluster and gateway, 5 years, 300,000 miles.
- CLASS system 5 years, 300,000 miles
- Passenger seats, 6 years, 300,000 miles

f. EXTENSION OF WARRANTY

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

2. VOIDING OF WARRANTY

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

a. EXCEPTIONS AND ADDITIONS TO WARRANTY

The warranties shall not apply to the following scheduled maintenance

items, normal wear-out items, and items furnished by the Authority, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

The warranties shall not apply to components and major subsystems specified by the Authority, and required by the Authority to be installed on the bus by the Contractor, if the following conditions apply: the Authority has rejected the Contractor's requests for approved equal under Section I of the Authority's solicitation, and the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies the Authority in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to the Authority any warranty, offered by a component supplier, that is superior to that required herein.

### 3. DETECTION OF DEFECTS

If the Authority detects a Defect within the warranty periods defined in "Warranty Requirements", it shall within twenty (20) working days, notify the Contractor's representative. Within five 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 the Authority's property or at the Contractor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Authority and the Contractor. Work shall commence to correct the Defect within ten (10) working days after receipt of notification and shall be conducted in accordance with "Repairs by Contractor" in the Agreement.

### 4. SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the Authority and the Contractor's representative shall agree within five (5) working 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-day period, the Authority reserves the right to commence the repairs in accordance with "Repairs by Authority".

### 5. FLEET DEFECTS

#### a. OCCURRENCE AND REMEDY

A fleet defect is defined as cumulative failures of any kind in the same components in the same or similar application where such items covered by the warranty and such failures occur in the warranty period in the specified proportion of the buses delivered under this contract. For this agreement, the proportion shall be twenty (20) percent.

Contractor shall correct a fleet defect under the warranty provisions defined in "Repair Procedures". After correcting the Defect, the Authority and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed to arrangement.

**b. EXCEPTIONS TO FLEET DEFECT PROVISIONS**

The fleet defect warranty provisions shall not apply to the Authority-supplied items such as fareboxes, radio and fare collection equipment, communication systems, and tires.

Fleet defect warranty provisions shall not apply to components and major subsystems specified by the Authority and required by the Authority to be installed on the bus by the Contractor, if the following conditions apply: the Authority has rejected the Contractor's requests for approved equal and the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies the Authority in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to the Authority any warranty, offered by a component supplier, that is superior to that required herein.

**B. REPAIR PROCEDURES**

**1. REPAIR PERFORMANCE**

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

**2. REPAIRS BY CONTRACTOR**

Contractor or its designated representative shall begin work on warranty-covered repairs, within three (3) calendar days after receiving notification of a Defect from the Authority. The Authority shall make the bus available to complete repairs timely with the Contractor repair schedule. The Contractor shall provide at its own expense all spare parts, tools, and space required to

complete repairs. At the Authority's option, the Contractor may be required to remove the bus from the Authority's property while repairs are being performed. If the bus is removed from the Authority's property, repair procedures must be diligently pursued by the Contractor's representative.

### 3. REPAIRS BY AUTHORITY

#### a. PARTS USED

If the Authority performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the Authority may use Contractor-specified parts available from its own stock if deemed in its best interest. Reports of all parts loaned to the Contractor, covered by this warranty shall be submitted by the Authority to the Contractor for reimbursement or replacement of parts monthly, or at a period to be mutually agreed upon, the Contractor shall replace or reimburse the Authority at full value all parts loaned to the Contractor within ten days after receiving the report.

#### b. CONTRACTOR SUPPLIED PARTS

If the Authority request that the Contractor supply new parts for warranty-covered repairs these parts shall be shipped prepaid to the Authority from any source selected by the Contractor within 10 (ten) working days of receipt of the request for said parts. Parts supplied by the Contractor shall be Original Equipment Supplier (OEM) equivalent or superior to that used in the bus original manufacture.

#### c. 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.

#### d. FAILURE ANALYSIS

Contractor shall, upon specific request of the Authority, provide a failure analysis of fleet defect- or safety-related parts, or major components, removed from buses under the terms of the warranty, that could affect fleet operation. Such reports shall be delivered within 45 days of the receipt of failed parts.

#### e. REIMBURSEMENT FOR LABOR

The Authority shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually



required to correct the Defect by a per hour, mechanic, straight wage rate, plus 25% percent fringe benefits and 58% overhead rate [SWR x 125] x 1.58), plus the cost of towing in the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the Authority's service garage at the time the Defect correction is made.

f. REIMBURSEMENT FOR PARTS

The Authority shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and 15% (fifteen) percent handling costs.

g. REIMBURSEMENT REQUIREMENTS

Contractor shall reimburse the Authority for warranty labor and/or parts within forty-five (45) days of receipt of warranty claim.

4. WARRANTY AFTER REPLACEMENT/REPAIRS

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

The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty remaining at the time the fleet defect was identified. This extended warranty shall begin on the repair/replacement date for corrected items on each bus.

**EXHIBIT VIII: GENERAL TERMS AND CONDITIONS / PROPOSED AGREEMENT**

**PROPOSED AGREEMENT NO. C-9-1836****BETWEEN****ORANGE COUNTY TRANSPORTATION AUTHORITY****AND****CONTRACTOR**

**THIS AGREEMENT** is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), , , , (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONTRACTOR to manufacture and deliver 299 forty-foot low floor compressed natural gas-powered (CNG) buses; and

**WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

**WHEREAS**, CONTRACTOR has represented that it has the requisite personnel, experience and facilities, and is capable of manufacturing and delivering such buses in accordance to AUTHORITY's technical specifications; and

**WHEREAS**, CONTRACTOR wishes to perform the services required to manufacture and deliver the buses;

**NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 2. AUTHORITY DESIGNEE**

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

**ARTICLE 3. TECHNICAL SPECIFICATIONS**

A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit \_\_, entitled "Technical Specifications," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<u>Name</u>	<u>Function</u>

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

D. Should the services of any key person become no longer available to CONTRACTOR, the

resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with prior notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through \_\_\_\_, unless earlier terminated or extended as provided in this Agreement.

**ARTICLE 5. ASSIGNABILITY OF OPTIONS**

If the Authority does not exercise the options as listed in this Agreement, then the Authority reserves the right to assign the options to other grantees of FTA funds in accordance with FTA Circular 4220.1F or its successors.

**ARTICLE 6. MILESTONE PAYMENTS**

A. AUTHORITY shall pay and the CONTRACTOR shall accept the amounts set forth in Exhibit \_\_, entitled "Price Summary Sheet" attached to and, by this reference, incorporated in and made a part of this Agreement, as full compensation for all costs and expenses of completing the work in accordance with the Agreement, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

B. All payments, including the First Article, shall be made as provided herein, less a withholding of fifteen percent (15%) plus any additional monies withheld as provided below and less any amounts for liquidated damages in accordance with Article 38, Liquidated Damages.

C. AUTHORITY shall make payments for buses at the unit prices itemized in the Price Summary Sheet, less retention, within thirty (30) calendar days after receipt of a proper invoice.

D. Invoice shall be submitted with confirmed completion of requirements for each vehicle, as applicable.

E. For each bus delivered, CONTRACTOR shall issue two (2) invoices. The first invoice for an amount equal to eighty-five percent (85%) of the total bus price shall be issued after the CONTRACTOR's completion of all repairs, correction of all discrepancies, compliance with all technical requirements, verification of proper integration of items, devices and components to AUTHORITY's satisfaction, and any and all other noted items during "Vehicle Inspection Phase at AUTHORITY" performed after delivery to the AUTHORITY. See Section VI – Quality Assurance, Vehicle Inspection Phase at Authority.

F. The second invoice for an amount equal to fifteen (15%) percent of the total bus price shall be issued upon final acceptance upon successful delivery and AUTHORITY's acceptance of all technical and contractual requirements; e.g., 40-continuous hours of fail free revenue service, updated manuals, schematics, decals, corrections of all noted deficiencies during the vehicle inspection, warranty registrations, correction of all fleet defects, delivery of all ordered spare components, diagnostic equipment, and overall delivery and acceptance of all Contractual deliverables, CONTRACTOR provisions of any certifications as required by law, regulations and/or the RFP and other documents and certifications, e.g.; code compliance, legal, compliance, technical, ADA, FMVSS, DOT, Buy America, vehicle licensing and registration, etc., excluding training.

G. AUTHORITY shall make a final payment for all withholding within thirty (30) calendar days of receipt of a final proper invoice.

#### **ARTICLE 7. PROMPT PAYMENT CLAUSE**

A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all subcontractors in accordance with regulatory mandates. Pursuant to 49 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

B. "CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. Any

1 delay or postponement of payment from the above referenced time frame may take place only for good  
2 cause and with AUTHORITY's prior written approval." CONTRACTOR shall incorporate this clause  
3 verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other  
4 source agreements issued to both DBE and non-DBE firms.

5 C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the  
6 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and  
7 Professions Code. This requirement shall not be construed to limit or impair any contractual,  
8 administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event  
9 of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor  
10 performance and/or noncompliance by a subcontractor.

11 D. Failure to comply with this provision without prior approval from AUTHORITY will constitute  
12 noncompliance, which may result in the application of appropriate administrative sanctions, including, but  
13 not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that  
14 full payment is not made.

15 **ARTICLE 8. MAXIMUM OBLIGATION**

16 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
17 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including  
18 obligation for CONTRACTOR's profit) shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00) which shall include all  
19 amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due  
20 to termination of, this Agreement.

21 **ARTICLE 9. NOTICES**

22 All notices hereunder and communications regarding the interpretation of the terms of this  
23 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing  
24 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and  
25 addressed as follows:

26 /

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Kristen Mason  
Section Manager, Maintenance  
Procurement

Phone:

Phone: (714) 560-5842

Email:

Email: kmason@octa.net

**ARTICLE 10. INDEPENDENT CONTRACTOR**

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

**ARTICLE 11. INSURANCE**

A. CONTRACTOR shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations,



Independent Contractors', Contractual Liability, Personal Injury Liability, Product Liability and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Employers' Liability with minimum limits of \$1,000,000.00; and

B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-9-1836; and, the Contract Administrator's Name, Kristen Mason.

D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this Agreement.

E. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

## **ARTICLE 12. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

(1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-1836, (3) CONTRACTOR's initial cost proposal dated; and (4) all other documents, if any, cited herein or incorporated by reference.

/

**ARTICLE 13. CHANGES**

A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the Agreement as changed.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed by AUTHORITY.

**ARTICLE 14. DISPUTES**

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be final and conclusive.

B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

**ARTICLE 15. TERMINATION FOR CONVENIENCE**

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay

CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 8, herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall pay CONTRACTOR for work and/or services satisfactorily provided up to the date of termination in compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

#### **ARTICLE 16. TERMINATION FOR DEFAULT**

A. The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Agreement if the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the CONTRACTOR fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the AUTHORITY may authorize in writing) after receipt of notice from the AUTHORITY specifying such failure.

B. In the event that AUTHORITY elects to waive its remedies for any breach by CONTRACTOR

of any covenant, term or condition of this Agreement, such waiver by AUTHORITY shall not limit AUTHORITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

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

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

E. Payment for completed supplies delivered to and accepted by the AUTHORITY shall be at the Agreement price. The AUTHORITY may withhold from amounts otherwise due the CONTRACTOR for such completed supplies such sum as the AUTHORITY determines to be necessary to protect the AUTHORITY against loss because of outstanding liens or claims of former lien holders.

F. If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the AUTHORITY.

G. The rights and remedies of the AUTHORITY provided in this clause shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Agreement.

**ARTICLE 17. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

**ARTICLE 18. ASSIGNMENTS AND SUBCONTRACTS**

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described below. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

<b><u>Subcontractor Name/Addresses</u></b>	<b><u>Subcontractor Amounts</u></b>
	.00
	.00

/

**ARTICLE 19. ACCESS TO RECORDS AND REPORTS**

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 18 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 20. AUDIT AND INSPECTION OF REPORTS**

A. In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided the Authority is the FTA Recipient or a subgrantee of the FTA Recipient, the CONTRACTOR agrees to provide the Authority, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the CONTRACTOR which are directly pertinent to or relate to this Agreement (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

B. In the event of a sole source Agreement, or single Offer, single responsive Offer, or competitive negotiated procurement the CONTRACTOR shall maintain and the AUTHORITY, the U.S. Department of Transportation (if applicable), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Agreement price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold

1 in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data  
2 related to the negotiation or performance of the contract shall be made available for the purpose of  
3 evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination  
4 shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with  
5 the computations and projections used therein, including review of accounting principles and practices  
6 that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

7 C. For Agreement modifications or change orders the AUTHORITY, the U.S. Department of  
8 Transportation (if applicable), or their representatives shall have the right to examine all books, records,  
9 documents, and other cost and pricing data related to a Agreement modification, unless such pricing is  
10 based on adequate price competition, established catalog or market prices of commercial items sold in  
11 substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data  
12 related to the negotiation or performance of the Agreement modification or change order shall be made  
13 available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing  
14 data. The right of examination shall extend to all documents necessary for adequate evaluation of the  
15 cost or pricing data, along with the computations and projections used therein, either before or after  
16 execution of the Agreement modification or change order for the purpose of conducting a cost analysis.  
17 If an examination made after execution of the contract modification or change order reveals inaccurate,  
18 incomplete, or out-of-date data, AUTHORITY may renegotiate the contract modification or change order  
19 price adjustment and the AUTHORITY shall be entitled to any reductions in the price that would result  
20 from the application of accurate, complete or up-to-date data.

21 D. For any cost reimbursable work the CONTRACTOR shall maintain and the AUTHORITY, the U.S.  
22 Department of Transportation (if applicable), or their representatives shall have the right to examine  
23 books, records, documents, and other evidence, including review of accounting principles and practices  
24 that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work.

25 E. The materials described in Paragraphs A, B and C above shall be available at the  
26 CONTRACTOR's office at all reasonable times for inspection, audit, and making excerpts and

transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts". For records relating to appeals under "Disputes", "Audit and Inspection of Records", litigation, or the settlement of claims arising out of the negotiation or the performance of Agreement modifications, records shall be kept available until such appeals, litigation, or claims have been resolved.

F. AUTHORITY and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the CONTRACTOR provides access, against disclosure of such information and material to third parties except as permitted by the Contract. CONTRACTOR shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.

G. The requirements of this section are in addition to other audit, inspection, and record-keeping provisions specified elsewhere in the Agreement documents.

#### **ARTICLE 21. CONFLICT OF INTEREST**

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

#### **ARTICLE 22. SEVERABILITY**

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be



prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

**ARTICLE 23. SURVIVAL**

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the AUTHORITY may obtain any remedy under law, Contract or equity to enforce the obligations of the CONTRACTOR that survive the manufacturing, warranty and final payment periods:

- “Finished and Preliminary Data
- “Indemnification”
- “Disputes”
- “Parts Availability Guaranty”
- “Access to Records”
- “Training”

**ARTICLE 24. CODE OF CONDUCT**

CONTRACTOR agrees to comply with the AUTHORITY’s Code of Conduct as it relates to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. CONTRACTOR agrees to include these requirements in all of its subcontracts.

**ARTICLE 25. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

CONTRACTOR and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime CONTRACTOR or subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

**ARTICLE 26. FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

**ARTICLE 27. GENERAL NON-DISCRIMINATION CLAUSE**

In connection with the performance of Work provided for under this Agreement, CONTRACTOR agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

**ARTICLE 28. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions 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.

**ARTICLE 29. CIVIL RIGHTS ASSURANCE**

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section

21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally

Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21. In addition, FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,” 05-13-07, provides FTA guidance and instructions for implementing DOT’s Title VI regulations.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **ARTICLE 30. PROHIBITED INTERESTS**

A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

### **ARTICLE 31. OWNERSHIP OF REPORTS AND DOCUMENTS**

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made

for CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

### **ARTICLE 32. PATENT AND COPYRIGHT INFRINGEMENT**

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense

for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

### **ARTICLE 33. FINISHED AND PRELIMINARY DATA**

A. All of CONTRACTOR's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photo prints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given

for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 12, and a price shall be negotiated for all preliminary data.

**ARTICLE 34. PROPRIETARY RIGHTS / RIGHT IN DATA**

A. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Agreement administration.

B. AUTHORITY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes:

1. Any subject data required to be developed and first produced in the performance of the Agreement and specifically paid for as such under the Agreement, whether or not a copyright has been obtained; and

2. Any rights of copyright to which the CONTRACTOR, subcontractor or supplier purchases ownership for the purpose of performance of the Agreement and specifically paid for as such under the Agreement.

C. CONTRACTOR agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Agreement.

**ARTICLE 35. COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this Agreement; and that

he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 36. LOBBYING**

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

**ARTICLE 37. PRIVACY ACT**

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

**ARTICLE 38. LIQUIDATED DAMAGES**

A. It is mutually understood and agreed by and between the parties to the Agreement that time



is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in "Delivery Schedule", except for any excusable delays as provided in "Unavoidable Delays", or any extension thereof, the AUTHORITY will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Authority shall be fixed at \$500 per day per bus not delivered in substantially as good condition as inspected by the AUTHORITY at the time released for shipment.

B. CONTRACTOR hereby agrees to pay the aforesaid amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the AUTHORITY and further authorizes the AUTHORITY to deduct the amount of the damages from money due the CONTRACTOR under the Contract, computed as aforesaid. If the monies due the CONTRACTOR are insufficient or no monies are due the CONTRACTOR, the CONTRACTOR shall pay the AUTHORITY the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the AUTHORITY.

C. The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the AUTHORITY arising at any time from the failure of the CONTRACTOR to fulfill the obligations referenced in this clause in a timely manner. AUTHORITY specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with "Termination for Convenience."

#### **ARTICLE 39. QUALITY ASSURANCE**

CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit \_\_, "Quality Assurance," attached to and, by this reference, incorporated in and made a part of this Agreement.

#### **ARTICLE 40. CONTRACTOR WARRANTY**

CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY

the services set forth in Exhibit \_\_\_, entitled "Warranty Requirements," attached to and, by this reference, incorporated in and made a part of this Agreement.

**ARTICLE 41. CONTRACTOR CHANGES**

Any proposed change to this Agreement shall be submitted to AUTHORITY for prior approval.

**ARTICLE 42. WRITTEN CHANGE ORDERS**

Oral change orders are not permitted. No change to this Agreement shall be made unless the AUTHORITY gives prior written approval therefore. CONTRACTOR shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by the AUTHORITY.

**ARTICLE 43. CHANGE ORDER PROCEDURE**

As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Agreement, CONTRACTOR shall submit to the AUTHORITY a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the CONTRACTOR and AUTHORITY. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Agreement's "Disputes" clause. Regardless of any disputes, CONTRACTOR shall proceed with the work ordered.

**ARTICLE 44. PRICE ADJUSTMENT FOR REGULATORY CHANGES**

If price adjustment is indicated, either upward or downward, it shall be negotiated between the AUTHORITY and CONTRACTOR for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

**ARTICLE 45. SUCCESSION**

The Agreement will be binding on the parties, their successors and assigns.

**ARTICLE 46. SPECIFICATION AND OFFER OMISSIONS**

A. Notwithstanding the provision of drawings, technical specifications, or other data provided

by the AUTHORITY, CONTRACTOR shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Fare collection equipment, communication equipment, and other items that are installed by the AUTHORITY shall not be the responsibility of the CONTRACTOR unless included in this Agreement.

B. Any request, condition, exception, reservation, understanding or other deviation by CONTRACTOR not separately stated as required by "Instructions to Proposers" (Section I, of AUTHORITY's solicitation) shall be invalid and shall not be binding on the AUTHORITY.

**ARTICLE 47. MATERIALS AND WORKMANSHIP**

CONTRACTOR shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the CONTRACTOR or purchased from a Supplier. This provision excludes any equipment leased or supplied by the AUTHORITY, except insofar as such equipment is damaged by the failure of a part or component for which the CONTRACTOR is responsible, or except insofar as the damage to such equipment is caused by the CONTRACTOR during the manufacture of the buses.

**ARTICLE 48. CONFORMANCE WITH SPECIFICATIONS AND DRAWINGS**

A. Materials furnished and work performed by the CONTRACTOR shall conform to the requirements of the Technical Specifications and other Agreement documents. Notwithstanding the provision of drawings, technical specifications or other data provided by the AUTHORITY, CONTRACTOR shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Items that are installed by the AUTHORITY shall not be the responsibility of CONTRACTOR unless included in this Agreement.

B. Omissions from the Agreement specifications, or the inaccurate description of details of Work that are manifestly necessary to carry out the intent of the Agreement specifications, or that are customarily performed, shall not relieve the CONTRACTOR from performing such omitted Work or

1 inaccurately described details of the Work, and they shall be performed as if fully and correctly set forth  
2 and described.

3 **ARTICLE 49. BUS DELIVERY PROCEDURE**

4 Delivery of buses shall be determined by signed receipt of AUTHORITY's designated agent(s)  
5 at the following point of delivery and may be preceded by a cursory inspection of the bus:  
6 Maintenance Department, 4301 West MacArthur Boulevard, Santa Ana, California 92704.

7 **ARTICLE 50. DELIVERY SCHEDULE**

8 A. AUTHORITY expects to take delivery of the pilot bus/First Article, no later than forty-five (45)  
9 weeks after issuing the first notice to proceed, having an estimated time of arrival to the AUTHORITY  
10 sometime during the first half of the year 2021. Then, after evaluation and acceptance of the First Article  
11 for up to sixteen (16) weeks, the AUTHORITY will issue a second notice to proceed with the production  
12 run of up to 298 buses, requiring the buses to commence arrival to the AUTHORITY by the end of  
13 June 2022, on a continuous basis, at the rate of two (2) buses per week, or as agreed upon, to have all  
14 buses delivered by June 2025.

15 B. Buses shall be delivered at a rate of two (2) buses per week. Delivery of all two-hundred  
16 ninety-nine (299) buses shall be completed by June 2025. Hours of delivery shall be 8:00 a.m. through  
17 3:00 p.m., Monday through Friday. CONTRACTOR's failure to meet the delivery schedule herein may  
18 result in "Liquidated Damages"

19 **ARTICLE 51. CONFIGURATION AND PERFORMANCE APPROVAL**

20 In order to assess the CONTRACTOR's compliance with the Technical Specifications,  
21 AUTHORITY and CONTRACTOR shall, at the Pre-Production Meeting, jointly develop a configuration  
22 and performance review document, master resolution list or other for review of the First Article bus  
23 that shall include a detailed specification, at the component and functional level, of all items intended  
24 for final integration. This document shall include appropriate performance standards for each test that  
25 is being required and the document shall become part of the official record of the pre-production  
26 meeting.

**ARTICLE 52. PRE-DELIVERY TESTS AND INSPECTIONS**

The pre-delivery tests and inspections shall be performed at or near the CONTRACTOR's plant; inspections shall be performed in accordance with the procedures defined in Section VI: Quality Assurance Provisions and may be witnessed by the resident inspector. When the bus passes these tests and inspections, the resident inspector shall authorize release of the bus for shipment.

**ARTICLE 53. FIRST ARTICLE EVALUATION / TESTING**

A. The purpose of a First Article inspection is to confirm that any components, systems, subsystems, major assemblies, subassemblies, products, parts, apparatuses, articles and other materials comply with the Technical Specifications and all other Agreement documents.

B. CONTRACTOR shall produce one First Article bus with respect to the base order. The First Article bus shall demonstrate that the bus fully meets all requirements of the Agreement. The First Article bus shall be inspected, tested and approved by the AUTHORITY prior to making the decision to move forward with the production of the remaining order.

C. A First Article inspection shall include both a physical configuration inspection and a functional demonstration. First Article inspections shall be conducted at the CONTRACTOR's facility and the CONTRACTOR shall furnish the AUTHORITY, prior to each First Article inspection, a written inspection and demonstration plan for each item intended for review. The AUTHORITY's inspectors shall attend each First Article inspection unless the Agency provides a written waiver of its right to attend any such inspection. The results of each First Article inspection shall be documented by the CONTRACTOR in a format deemed acceptable to the AUTHORITY and all documents relating to the inspection shall be forwarded to the AUTHORITY.

D. Additionally, upon its arrival to the AUTHORITY, the First Article build shall be evaluated/tested for a period up to sixteen (16) weeks. The evaluation/testing shall start after the bus is licensed, registered and delivered to the AUTHORITY and all, if any detected discrepancies are repaired and or corrected to the AUTHORITY's satisfaction. The sixteen (16) week evaluation/testing shall include, among others, compliance with specifications, compliance with regulations, California Highway Patrol

inspection, ergonomics, driver's reach and controls, wheelchair locations, securement, placement, pressure and actions required to activate pedals, switches, knobs, access doors, driver's field of view, windshield glare, interior and exterior lighting, vehicle handling, steering, braking, turning radius, suspension, kneeling, approach and break over angles, vehicle range, handling of slopes, power plant, to include entire and individual pieces of the fuel system, fuel consumption, maintenance logging of break downs, fuel tanks performance, operating pressures, ability to fuel and defuel the tanks, ability to maintain temperature and fuel pressure through time, fittings, connections, and fuel leaks. Placement of the bus in revenue service, among others, shall be one of the key elements that shall be used for this evaluation/testing. AUTHORITY, at its own discretion, reserves the right to extend the evaluation/testing timeline, modify it to include other elements and/or tasks as part of this assessment. CONTRACTOR, during this period, shall demonstrate the Maintainability Requirements.

E. In the event that a noncompliance is identified, the AUTHORITY shall to the extent practicable notify the CONTRACTOR of said noncompliance no later than seven (7) days after the end of the sixteen (16) week testing period. AUTHORITY shall issue a written report to the CONTRACTOR that advises the CONTRACTOR of any noncompliance issues and/or any proposed modifications or changes required on the remaining buses.

F. See additional details in Section VI: Quality Assurance, Vehicle Inspection Phase at AUTHORITY.

#### **ARTICLE 54. ASSUMPTION OF RISK AND LOSS**

AUTHORITY shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery Procedure", if delivered by common carrier or drive-away, or on release to the AUTHORITY's drivers at the CONTRACTOR's plant. Prior to this delivery or release, the CONTRACTOR shall have risk of loss of the bus, including any damages sustained during the common carrier or drive-away operation regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log en route and it shall be delivered to the AUTHORITY with the bus.

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**ARTICLE 55. ACCEPTANCE OF BUS (PRODUCTION RUN)**

A. Acceptance of the bus shall occur upon payment of second invoice for an amount equal to fifteen (15%) percent of the total bus price after successful delivery and AUTHORITY's acceptance of all technical and contractual requirements; e.g., 40-continuous hours of fail free revenue service, updated manuals, schematics, decals, corrections of all noted deficiencies during the vehicle inspection and warranty period, correction of all fleet defects, delivery of all ordered spare components, diagnostic equipment, and overall delivery and acceptance of all Contractual deliverables, CONTRACTOR provisions of any certifications as required by law, regulations and/or the RFP and, any and all, other documents and certifications, e.g.; code compliance, legal, compliance, technical, FTA, ADA, FMVSS, DOT, Buy America (Pre & Post), California Highway Patrol Review, vehicle licensing, vehicle registration, etc., excluding training.

B. AUTHORITY shall make the final fifteen percent (15%) payment for each bus within thirty (30) calendar days of receipt of a final proper invoice.

**ARTICLE 56. REPAIRS BY CONTRACTOR**

A. After non-acceptance of the bus, CONTRACTOR must begin work within five (5) working days after receiving notification from the AUTHORITY of failure of acceptance tests. AUTHORITY shall make the bus available to complete repairs timely with the CONTRACTOR's repair schedule. If the CONTRACTOR fails or refuses to begin repairs within five (5) working days, the work may be done by AUTHORITY personnel with reimbursement by the CONTRACTOR.

B. CONTRACTOR shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the AUTHORITY's option, CONTRACTOR may be required to remove the bus from the AUTHORITY's property while repairs are being affected. If the bus is removed from the AUTHORITY's property, repair procedures must be diligently pursued by the CONTRACTOR's representatives, and the CONTRACTOR shall assume risk of loss while the bus is under CONTRACTOR's control.

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**ARTICLE 57. CONTRACTOR DELAY**

A. If the CONTRACTOR is delayed at any time during the progress of the work by the neglect or failure of the AUTHORITY or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by the AUTHORITY subject to all of the following conditions:

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the CONTRACTOR by reasonable investigation before such award;

2. CONTRACTOR demonstrates that the completion of Work and/or affected delivery(ies) will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay;

4. CONTRACTOR makes written request and provides other information to the AUTHORITY as described in "Notification of Contractor Delay".

B. A delay meeting all the conditions of this section shall be deemed an excusable delay. Any concurrent delay which does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

C. None of the above shall relieve the CONTRACTOR of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the CONTRACTOR is required to pay pursuant to "Liquidated Damages" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

D. AUTHORITY reserves the right to rescind or shorten any extension previously granted, if subsequently the AUTHORITY determines that any information provided by CONTRACTOR in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the AUTHORITY will not rescind or shorten any extension previously granted if the CONTRACTOR acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the CONTRACTOR.



**ARTICLE 58. NOTIFICATION OF CONTRACTOR DELAY**

Notwithstanding "CONTRACTOR's Delay", no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with the AUTHORITY within fourteen (14) calendar days after the commencement of the delay; and (2) a written application therefore, stating in reasonable detail, the causes, the effect to date, and the probable future effect on the performance of the CONTRACTOR under the Agreement; and the portion or portions of the work affected, is filed by the CONTRACTOR with the AUTHORITY within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Agreement. The AUTHORITY shall make its determination within thirty (30) calendar days after receipt of the application.

**ARTICLE 59. TITLE**

Upon acceptance of each bus, the CONTRACTOR warrants that the title shall pass the AUTHORITY free and clear of all encumbrances. CONTRACTOR shall deliver the vehicles to the AUTHORITY registered, equipped with registration holders and with license plates installed.

**ARTICLE 60. TRAINING**

A. The following material for each course shall be provided to AUTHORITY for review and approval after delivery and prior to delivery of the First Article bus:

- Course Overview
- Instructors Guide
- Student Handouts
- Video Presentations
- PowerPoint or other Multimedia Materials

**B. TRAINING TOPICS & CLASSES**

The following topics are minimum requirements. Quantity of classes and training hours per class are indicated within parenthesis. Adjustments to the topics and/or hours may be made upon approval of the AUTHORITY.

- Overall vehicle/system orientation, six (6) sessions, four (4) hours each

- Preventive maintenance, six (6) sessions, four (4) hours each
- Electrical/Electronic, six (6) sessions, eight (8) hours each
- Multiplex, six (6) sessions, twenty-four hour (24) hours each
- Destination Sign System, four (4) sessions, eight (8) hours each
- Destination Sign Software, two (2) sessions, four (4) hours each
- HVAC, six (6) sessions, eight (8) hours each
- Brakes, six (6) sessions, four (4) hours each
- Engine, six (6) sessions, eight (8) hours each
- Transmission, six (6) sessions, eight (8) hours each
- Steering Axle, Alignment, six (6) sessions, four (4) hours each
- Drive Axle, six (6) sessions, four (4) hours each
- CNG Fuel System, six (6) sessions, eight (8) hours each
- Methane Detection and Fire Suppression Systems, six (6) sessions, eight (8) hours each
- Door mechanisms and passenger sensing systems, six (6) sessions, four (4) hours each
- Cooling fan package, six (6) sessions, four (4) hours each
- Kneeling System, six (6) sessions, four (4) hours each
- Wheelchair Ramp, six (6) sessions, four (4) hours each
- Parts/Service Manual Training, six (6) sessions, two (2) hours each

**ARTICLE 61. DOCUMENTATION**

A. Ten (10) each of the following manuals will be provided to AUTHORITY prior to delivery of the first production vehicle. These manuals will specifically reference the vehicles produced in relation to this specification. All manuals shall be provided in portable document format (PDF) and in a format compatible with LinkOne.

**Maintenance Manual Packages**

B. The Service Manual to be used by maintenance mechanics as a repair guide. This manual will describe the operation of all vehicle systems; provide trouble shooting assistance, step by step

instructions for component removal, rebuilding and replacement, pictorial illustrations of disassembled components and schematics for the electrical, hydraulic and air system. A supplement to this manual shall be provided to identify required skill level and labor hours required to perform routine maintenance activities, such as, inspection, lubrication, brake reline, tune-up and R&R of replaceable components. All manuals shall be provided in PDF and in a format compatible with LinkOne.

- Engine Overhaul Manual
- Transmission Overhaul Manual
- Differential Overhaul Manual

Preventative Maintenance (PM) Inspection

C. The vehicle manufacturer shall supply the AUTHORITY with a detailed all-inclusive routine preventive maintenance manual and procedure. This manual/procedure will contain, at a minimum, the following items:

- Change interval for all fluids and filters.
- Lubrication points identified by location, interval and lubricant type required.
- Items requiring periodic inspection and adjustment.
- Detailed PM inspection requirements, including Pass/Fail criteria, at a minimum, for the following systems and/or components shall be provided:
  - Daily Pre-Test
  - Air System
  - HVAC
  - Fire Suppression
  - Methane Detection
  - Electrical System
  - Driver's area and operator's controls
  - Brake System
  - Front Axle

- Rear Axle
- Fuel System
- Cooling System
- Power Train: Engine, Transmission, Differential
- Bus' interior
- Bus' exterior
- Entrance and Exit Doors
- Wheelchair Ramp

D. Where gauge and instrument readings are required, the dimensions and tolerance will be specified. Fluid analysis contaminant and degradation criteria will be specified for engine, transmission, differential, and coolant fluids. This information may be used to determine fluid change intervals and/or identify component defects. The vehicles information typically represented by drawings and schematics shall be provided to AUTHORITY via AutoCAD media.

#### Parts Manuals

E. Parts manuals shall contain each part used during the assembly of the vehicle on a production line ticket and also each part will be referenced in a manual by specific vehicle sub-system. The manual will be one produced specifically for the vehicle referenced. All manuals shall be provided in PDF and in a format compatible with LinkOne. The manual will contain the following:

- Components and component parts indexes by (1) part nomenclature, and (2) bus manufacturer's part number
- Pictorial views as needed for illustration
- Components will be identified as an assembly and by individual breakdowns
- Engine Overhaul Parts Manual
- Transmission Overhaul Parts Manual
- Differential Overhaul Parts Manual
- Parts Bulletins will be provided as changes or updates are made to the original parts

information for the service life of the vehicle.

F. Production Bill of Materials, including all purchased components thoroughly described and listed by brand, model, and component manufacturer's part number, identifying the names of manufacturer. A cross reference, with the CONTRACTOR's part number cross-referenced to the component's original equipment manufacturer's name and part number may be substituted.

#### Bulletins

G. Each and every time a change or modification is made to the vehicles described within this specification, the manufacturer will announce and initiate this action by issuing a bulletin. The bulletin shall be mailed to the AUTHORITY at: 550 South Main Street, Orange, California 92868, Attention: Manager of Transit Technical Services and Manager of Maintenance and Motorist Services. This bulletin service will start after AUTHORITY's receipt of the first vehicle and remain active throughout the service life of the fleet. All bulletins shall be provided in PDF and in a format compatible with LinkOne. Each bulletin will contain, at minimum, the following items:

- Description of actual change or modification
- Date of implementation
- Replacement pages for service and/or parts manuals, as applicable
- Method of implementation

#### **ARTICLE 62. DOCUMENTS**

For each series of vehicles produced, and prior to the delivery of the First Article bus, CONTRACTOR shall provide ten (10) each of all service operation, parts, maintenance manuals and documentation, to be submitted in hard copy as well as AutoCAD via Transit Information Viewer or other applicable electronic media. Schematics and drawings shall also be submitted in PDF and in AutoCAD, so they can be accessed via Transit Information Viewer media. CONTRACTOR shall keep maintenance manuals available for a period of three (3) years after the date of acceptance for the buses procured under this Agreement. CONTRACTOR shall also exert CONTRACTOR's best efforts to keep maintenance manuals, operator manuals, and parts manuals up-to-date for a period of fifteen (15) years.

The supplied parts, maintenance, and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement. The manuals shall be supplied as indicated in sets, such that a set consists of a hardcopy, memory stick or security-protected thumb drive.

**ARTICLE 63. PARTS AVAILABILITY GUARANTY**

A. CONTRACTOR hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Agreement for a period of at least fifteen (15) years after the date of acceptance. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement. Prices shall not exceed the CONTRACTOR's then current published catalog prices.

B. Where the parts ordered by the AUTHORITY are not received within two (2) working days of the agreed upon time/date and a bus procured under this Agreement is out-of-service due to the lack of said ordered parts, the CONTRACTOR shall provide the AUTHORITY, within eight (8) hours of the AUTHORITY's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact names for all of the specific parts not received by the AUTHORITY.

C. Where the CONTRACTOR fails to honor this parts guaranty or parts ordered by the AUTHORITY are not received within thirty (30) days of the agreed upon delivery date, the CONTRACTOR shall provide to AUTHORITY, within seven (7) days of the AUTHORITY's verbal or written request, the design and manufacturing documentation for those parts manufactured by the CONTRACTOR and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact names for all of the specific parts not received by the AUTHORITY. CONTRACTOR's design and manufacturing documentation provided to the AUTHORITY shall be for its sole use in regard to the buses procured under this Agreement and for no other purpose.

**ARTICLE 64. ADA ACCESS**

A. Applicability

1           1. This Article applies to federally funded Architect & Engineer, Operations/Management,  
2           Rolling Stock Purchase, and Construction Contracts.

3           B. Access Requirements for Persons with Disabilities

4           CONTRACTOR shall comply with:

5           1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly  
6           persons and persons with disabilities have the same right as other persons to use mass transportation  
7           service and facilities, and that special efforts shall be made in planning and designing those services and  
8           facilities to implement the policy;

9           2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended  
10          29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;

11          3. The Americans with Disabilities Act (ADA) of 1990, as amended, 49 U.S.C. § 12101 et  
12          seq., which requires that accessible facilities and services be made available to persons with disabilities,  
13          including any subsequent amendments to that Act;

14          4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which  
15          requires that building and public accommodations be accessible to persons with disabilities, including any  
16          subsequent amendments to that Act; and

17          5. All applicable requirements of the following regulations and any subsequent amendments  
18          thereto:

19           a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities  
20           (ADA)," 49 C.F.R. Part 37;

21           b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and  
22           Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

23           c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S.  
24           ATBCB)/U.S. DOT regulations, "Americans With Disabilities Accessibility Specifications for  
25           Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

26           d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of

Disability in State and Local Government Services," 28 C.F.R. Part 35;

e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

g) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and

j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;

k) Any implementing requirements FTA may issue.

#### **ARTICLE 65. INTERCHANGEABILITY**

Unless otherwise agreed, all units and components procured under this Agreement, whether provided by suppliers or manufactured by the CONTRACTOR, shall be duplicates in design, manufacture, and installation to assure interchangeability among buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the buses.

#### **ARTICLE 66. SURVIVABILITY**

CONTRACTOR's obligations under this Agreement shall survive the nominal expiration or discharge of other Agreement obligations and AUTHORITY may obtain any remedy under law, Agreement or equity to enforce the obligations of CONTRACTOR that survive the manufacturing, warranty, and final payment periods.

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**ARTICLE 67. ENGINEER / SERVICE REPRESENTATIVES**

CONTRACTOR's representative, at its own expense, shall be on-site at the AUTHORITY's delivery location for the entire period of delivery. The representative shall remain at the AUTHORITY's property during regular business hours and each weekday during the entire period of delivery and vehicle inspection of each bus lot, from the day of the delivery of the first bus, through final acceptance of the last bus delivery.

**ARTICLE 68. PRODUCTION DOCUMENTS**

Upon award of the Agreement, CONTRACTOR shall commence performance under the Agreement by executing all Contract Guaranty Agreements provided with the offer, by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the CONTRACTOR pursuant to the Agreement documents within thirty (30) calendar days after the date of receipt of the notice of award or within such further time as the AUTHORITY may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default"

**ARTICLE 69. MATERIALS / ACCESSORIES RESPONSIBILITY**

CONTRACTOR shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the CONTRACTOR or purchased from supplier. This provision excludes fare boxes, radios, and any equipment leased or supplied by the AUTHORITY, except insofar as such equipment is damaged by the failure of a part or component for which the CONTRACTOR is responsible, or except insofar as the damage to such equipment is caused by the CONTRACTOR during the manufacture of the buses. Risk of damage to or loss of the buses is the subject of "Assumption of Risk of Loss".

**ARTICLE 70. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

**ARTICLE 71. FEDERAL CHANGES**

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

**ARTICLE 72. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of its subcontracts.

**ARTICLE 73. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

A. 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. Accordingly, by signing this Agreement, 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 Agreement of the FTA assisted project for which this Agreement's work is being performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil

Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. 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 an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of its subcontracts.

#### **ARTICLE 74. DISADVANTAGED BUSINESS ENTERPRISE**

A. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of Agreements financed in whole or in part with Federal Funds provided under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

B. CONTRACTOR agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Agreements and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients or CONTRACTORS shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their CONTRACTORS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

#### **ARTICLE 75. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

A. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the Contract Work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in

1 excess of forty (40) hours in such workweek.

2 **B. Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation  
3 of the clause set forth in Paragraph A of this section, the CONTRACTOR and any subcontractor  
4 responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and  
5 subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall  
6 be computed with respect to each individual laborer or mechanic, including watchmen and guards,  
7 employed in violation of the clause set forth in Paragraph A of this section, in the sum of \$10 for each  
8 calendar day on which such individual was required or permitted to work in excess of the standard work  
9 week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph A  
10 of this section.

11 **C. Withholding for Unpaid Wages and Liquidated Damages:** AUTHORITY shall upon its own  
12 action or upon written request of an authorized representative of the Department of Labor withhold or  
13 cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or  
14 subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or  
15 any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which  
16 is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any  
17 liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided  
18 in the clause set forth in Paragraph B of this section.

19 **D. Subcontracts:** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses  
20 set forth in Paragraphs A through D of this section and also a clause requiring the subcontractors to  
21 include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for  
22 compliance by any subcontractor or lower-tier Subcontractor with the clauses set forth in Paragraphs A  
23 through D of this section.

24 **ARTICLE 76. RECYCLED PRODUCTS**

25 CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource  
26 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the

regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this requirement in all of its subcontracts.

**ARTICLE 77. ENERGY CONSERVATION REQUIREMENTS**

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

**ARTICLE 78. CLEAN AIR**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its subcontracts.

**ARTICLE 79. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its subcontracts.

**ARTICLE 80. FLY AMERICA REQUIREMENT**

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was

used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**ARTICLE 81. CARGO PREFERENCE**

CONTRACTOR agrees to the following:

A. To use privately owned U.S.-flag commercial vessels to ship at least fifty (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 Agreement to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;

B. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.)

To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

**ARTICLE 82. BUY AMERICA**

A. CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a

microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

B. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

**ARTICLE 83. PRE-AWARD AND POST DELIVERY AUDITS**

CONTRACTOR agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

A. **Buy America Requirements:** The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the CONTRACTOR certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

B. **Solicitation Specification Requirements:** CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.

C. **Federal Motor Vehicle Safety Standards (FMVSS):** CONTRACTOR shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**ARTICLE 84. TESTING NEW BUS MODELS**

CONTRACTOR agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the AUTHORITY prior to the recipient's final acceptance of the first bus.

B. A manufacturer who releases a report under Paragraph A above shall provide notice to the operator of the testing facility that the report is available to the public.

C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the AUTHORITY prior to AUTHORITY's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

D. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

#### **ARTICLE 85. SEISMIC SAFETY REQUIREMENTS**

CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **ARTICLE 86. DEBARMENT AND SUSPENSION**

CONTRACTOR shall not do business with a subcontractor or other participant who is debarred, suspended or otherwise disqualified. CONTRACTOR shall comply with 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200. CONTRACTOR shall include these requirements in any lower tier covered transaction it enters into.

#### **ARTICLE 87. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or



omission by the other party; when satisfactory evidence of such cause is presented to the other party;  
and provided further that such nonperformance is unforeseeable, beyond the control and is not due to  
the fault or negligence of the party not performing.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-9-1836 to be  
executed as of the date of the last signature below.

**CONTRACTOR**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Darrell E. Johnson  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

James M. Donich  
General Counsel

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_

Beth McCormick  
Executive Director, Operations

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jennifer L. Bergener  
Deputy Chief Executive Officer /  
Chief Operating Officer

Date: \_\_\_\_\_

**EXHIBIT A: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM****Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE****Basic Provisions of Government Code Section 84308**

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes \_\_\_\_\_ No \_\_\_\_\_

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

- |   |           |          |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor  | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant   | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime<br>to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Contributor \_\_\_\_\_

Print Firm Name \_\_\_\_\_

Print Name of Contributor \_\_\_\_\_

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Tim Shaw, Chairman**  
**Steve Jones, Vice Chairman**  
**Lisa A. Bartlett, Director**  
**Doug Chaffee, Director**  
**Laurie Davies, Director**  
**Barbara Delgleize, Director**  
**Andrew Do, Director**  
**Michael Hennessey, Director**  
**Gene Hernandez, Director**  
**Jose F. Moreno, Director**  
**Joseph Muller, Director**  
**Mark A. Murphy, Director**  
**Richard Murphy, Director**  
**Miguel Pulido, Director**  
**Michelle Steel, Director**  
**Donald P. Wagner, Director**  
**Greg Winterbottom, Director**

**EXHIBIT B: STATUS OF PAST AND PRESENT CONTRACTS**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT C: DISADVANTAGED BUSINESS APPROVAL CERTIFICATION**

**DBE Approval Certification**

I hereby certify that the Offeror has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

**Name and Title of Offeror's Authorized Official:**

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Offeror's Authorized Official

\_\_\_\_\_ Name and Title of Offeror's Authorized Official

\_\_\_\_\_ Date

DRAFT

**EXHIBIT D: RESTRICTIONS ON LOBBYING**

**CERTIFICATION**  
**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN**  
**FEDERAL TRANSACTIONS**

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
  - a. The awarding of any Federal contract.
  - b. The making of any Federal grant.
  - c. The making of any Federal loan.
  - d. The entering into of any cooperative agreement.
  - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
  - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
  - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
  - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
  9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
  10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
  12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

## B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds 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; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
  - a. Agency and legislative liaison by own employees.
    - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:
 

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
    - (4) The following agency and legislative liaison activities are

permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each



calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

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

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

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**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf (name of offeror) of  
\_\_\_\_\_ that:  
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by  
OMB  
003480045

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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**EXHIBIT E: CERTIFICATION OF CONSULTANT COMMISSION AND FEES**

**CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)



**EXHIBIT F: BUY AMERICA CERTIFICATION**

**BIDDER'S CERTIFICATE REGARDING**  
**"BUY AMERICA" REQUIREMENTS**  
**FOR**  
**PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED**  
**EQUIPMENT**

In order to demonstrate compliance with the Buy America Requirements, if the bid is for a contract greater than one hundred and fifty thousand dollars (\$150,000), Bidder shall complete only one of the two statements below:

The	
	Firm name/principal
hereby certifies that it <b>will comply</b> with the requirements of 49 U.S.C. Section 5323(j), and the applicable regulations in 49 CFR Part 661.11.	
	Signature
	Name
	Title
	Date

**OR:**

The	
	Firm name/principal
hereby certifies that it <b>cannot comply</b> with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement pursuant to 49 U.S.C. Section 5323(j)(2), as amended, and the applicable regulations in 49 CFR Part 661.7.	
	Signature
	Name
	Title
	Date

Revised: 01/6/2020

**EXHIBIT G: CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT**

**Certificate of Compliance with Bus Testing Requirement**

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. \_\_\_\_\_ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on \_\_\_\_\_ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
2. \_\_\_\_\_ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
3. \_\_\_\_\_ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

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

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Offeror

\_\_\_\_\_ Name and Title of Offeror's Authorized Official

\_\_\_\_\_ Date

**EXHIBIT H: FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

**Federal Motor Vehicle Safety Standards**

Offeror and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Offeror

\_\_\_\_\_ Name and Title of Offeror's Authorized Official

\_\_\_\_\_ Date

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**EXHIBIT I: CONTRACTOR SERVICE AND PARTS SUPPORT DATA**

**CONTRACTOR SERVICE AND PARTS SUPPORT DATA**

Location of nearest Technical Service Representative to Authority

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Offeror to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to Authority

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Offeror shall describe the extent of parts available at said center.

Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance

Regular Method of Shipment \_\_\_\_\_

Cost to Authority \_\_\_\_\_



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EXHIBIT J: NON-COLLUSION AFFIDAVIT

To the Orange County Transportation Authority:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Offeror declares that the proposal is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the price, or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Offeror has not, directly, or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Name of Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: \_\_\_\_\_

RFP No.: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area Below Reserved for Authority Use Only:
