

COVER PAGE

Bid Proposal # 2119 – Diesel Transit Bus – 35 ft.

Sealed bids and electronic submitted bids for the above will be received until <u>10:00 AM CST, Tuesday,</u> <u>May 16, 2017</u>, and <u>publicly opened</u> in the City of Alexandria Council Chambers or Council Committee Room.

Please file bid by one of the following means:

Hand-Delivered or Express Delivery:

Attention: Donna Jones, City Clerk City of Alexandria - City Hall 915 Third Street, First Floor Alexandria, LA 71301 Phone: 318-449-5090 Mailed via USPS:

Attention: Donna Jones, City Clerk City of Alexandria - City Hall PO Box 71 Alexandria, LA 71309-0071

Electronic Bid Submission: Central Bidding

Pursuant to Louisiana R.S. 38:2212 B.(6)(a) through E. (1-7) and R.S. 38:2212.1 B.(4)(a), vendors/contractors have the option to submit their bids and bid bonds electronically. Bids and bonds to be filed electronically shall be posted with **Central Bidding** at <u>www.centralauctionhouse.com</u> (phone 1-225-810-4814). Registration will need to be completed prior to posting of bid.

Complete bid specifications are available for viewing and downloading at the City of Alexandria's website **www.cityofalexandriala.com**; on the left hand side of the opening page, go to the heading "*Business*" then drop down to "*RFP/RFQ/Bids*"; the current bids will be listed for your convenience.

City of Alexandria Buyer Name: Phone Number: Fax Number: E-Mail Address: Wilma Kelly, Senior Buyer (318) 441-6162 (318) 619-3415 wilma.kelly@cityofalex.com

Joe C. Despino Purchasing Manager	City of Ale Purchasing De P.O. Box Alexandria, I 71309-0	epartment x 71 Louisiana	Alexandria Office: (318) 441-6180 Fax: (318) 441-6185
Sealed bids will be received unti Tuesday, May 16, 2017 and <u>pul</u> the Council Chambers or Counc	olicly opened in	City of Alexandria Bid #2119 Page: 1 of Date Specifications Prepared: April 7, 2017	
Bid Bond Requirements: A bid bond or check for <u>N/A%</u> of the total amount of bid. <u>Performance Bond Requirements:</u> In the event bid is accepted, a performance bond shall be required in the amount of <u>N/A%</u> .		<u>Please file bid with the following:</u> <u>Donna Jones, City Clerk</u> City of Alexandria - City Hall 915 Third Street P.O. Box 71 Alexandria, LA 71309-0071 Phone: 318-449-5090	
INTRODUCTION			

DIESEL TRANSIT BUS (35 FT)

It is the intent of the City of Alexandria to secure pricing on one (1) 35 Ft. Diesel Transit Bus for use by the City of Alexandria ATRANS Department with the option to purchase two (2) additional buses.

All products shall be new and of current model year manufacture. Quoted prices shall be for a complete unit ready for use. Each unit shall be equipped with the manufacturer's equipment and accessories which are included as "standard" in the advertised and published literature for the unit. No such item of equipment shall be removed or omitted for the reason that it was not specified in the bid documents.

All bid prices shall <u>include any and all freight charges</u>. All products are to be shipped F.O.B., freight prepaid, to the City of Alexandria ATRANS Department, to the attention of Karen Kelly, 2021 Industrial Park Road, Alexandria, LA 71301, phone 318-441-6098.

<u>Completed bid packet should be returned as issued by the City of Alexandria with ALL PAGES intact</u> and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, may result in the bidder's (proposer's) entire bid being rejected.

Note: A <u>mandatory</u> pre-bid conference shall be held on Thursday, May 4, 2017, at 10:00 AM, at the City of Alexandria Purchasing Department, Building WH, located at 2021 Industrial Park Road, Alexandria, LA 71303. <u>All vendors</u> wishing to submit bid proposals for this project "<u>MUST ATTEND</u>" this pre-bid conference. Pursuant to LA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid.

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.

2. Pursuant to LA R.S. 38:2212 B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.

3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.

4. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.

5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.

6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.

7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or deescalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.

8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statures of 1950, R.S. 39:1701 et seq.

9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)

10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.

11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.

General Conditions for Bidders - Please Read Carefully (Continued)

12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.

13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.

14. Cash discounts may be accepted, but <u>SHALL NOT</u> be considered in making award.

15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.

16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.

17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.

18. The City of Alexandria is exempt from all sales taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.

19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.

20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:

(a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;

(b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or

(c) By satisfactory completion of all services and obligations described in the contract.

<u>General Conditions for Bidders - Please Read Carefully</u> (Continued)

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).

22. <u>All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B.(5)(a)(b)(c), which states:</u>

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

General Conditions for Bidders - Please Read Carefully (Continued)

23. In-State preferences shall not apply to procurements involving federal funds.

24. Pursuant to LA R.S. 38:2212 O.(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Alexandria's website (www.cityofalexandriala.com) and posted on Central Bidding's website (www.centralauctionhouse.com) if applicable.

25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the *Master Agreement*, to include all applicable federal clauses.

a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at <u>www.sam.gov/portal/sam</u>, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.

26. Under the City's *AFEAT* (*Alexandria Fairness, Equality, Accessibility, and Teamwork Program*), participation by minority and/or disadvantaged business enterprise firms is encouraged. The *AFEAT* Program should be inquired about through the Division of Finance.

Alexandria Fairness, Equality, Accessibility, and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT* (*Alexandria Fairness, Equality, Accessibility, and Teamwork Program*), participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.
- B. Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.
- C. Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.
- D. Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.
- *E.* Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit <u>www.diversityinaction.org</u>.

Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

Sincerely,

City of Alexandria

FEDERAL TERMS AND CONDITIONS

FEDERAL TRANSIT ADMINISTRATION

Transit Buses / Rolling Stock

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements. The following terms and conditions are applicable to this ITB and any contract resulting from this solicitation. These provisions supersede and take precedence over any other clause or provision contained within this ITB which may be in conflict therewith.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

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TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

o Stop Work under the Contract on the date and to the extent specified in the notice of termination.

o Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.

o Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

o Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.

o Transfer title to the Agency and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.

o Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.

o Complete performance of such part of the Work as shall not have been terminated by the notice of termination.

o Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Agency" shall be substituted in lieu thereof.

TERMINATION FOR DEFAULT

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract 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 material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

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

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause 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 and in sufficient time to permit the Contractor to meet the required delivery schedule.

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

If, after notice of termination of this Contract 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 Agency.

BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

CLEAN AIR

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

CLEAN AIR (CONTINUED)

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

CLEAN WATER

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

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

CARGO PREFERENCE

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

BREACHES AND DISPUTES

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

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

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

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

BREACHES AND DISPUTES: (CONTINUED)

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

LOBBYING - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

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

FLY AMERICA

The 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 subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RECOVERED MATERIALS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource 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.

ENERGY CONSERVATION

The Offeror shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321, et seq.

ACCESS TO RECORDS AND REPORTS

The Offeror agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Offeror agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Bidder agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

DEBARMENT – GOVERNMENT WIDE DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CATS. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the CATS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FEDERAL CHANGES

Offeror shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Offeror's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this agreement to be observed in the performance of the contract are minimum requirements.

NO FEDERAL GOVERNMENT OBLIGATION

The ATRANS (ATRANS) and the Offeror acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to The ATRANS (ATRANS) the Offeror, or any other party (whether a party or not to the contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD & FALSE or FRAUDULENT STATEMENTS & RELATED ACTS

The Offeror acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this co certifies or affirms the truthfulness and accuracy of contract. Upon execution of the underlying contract, the Contractor any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Sec. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Sec. 1001 and 49 U.S.C. Sec. 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above language in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

ADA AACCESS

Contractor shall comply with, and require all subcontractors to comply with, all Federally mandated ADA accessibility requirements.

CIVIL RIGHTS

The following requirements apply to the underlying contract:

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

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

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

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

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

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

CONTRACT WORK HOUSRS AND SAFTEY STANDARDS ACT

1). **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 workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2). **Violation; liability for unpaid wages; liquidated damages**: In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3). Withholding for unpaid wages and liquidated damages: ATRANS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

<u>4). Subcontracts:</u> The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

RECYCLED PRODUCTS

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover Act (RCRA) as amended (42 U.S.C. 6962), included 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.

DISADVANTAGED BUSINESS ENTERPRISE

1. The Federal Fiscal Year Disadvantaged Business Enterprise goal has been set by CATS in an attempt to match projected procurements with available qualified disadvantaged businesses. The overall DBE goal is established each year by CATS for all contracts with federal financial assistance, including budgeted service contracts, bus parts, and other material and supplies, excluding the purchase of transit vehicles, in accordance with the Department of Transportation Regulations 49 CFR Parts 23 and 26, eff. March 4, 1999. These regulations are considered pertinent to any contract resulting from this request for proposal. CATS will exercise good faith efforts to meet this overall goal, in compliance with 49 CFR Part 26. DBE goals for specific contracts may be established in certain cases, which will be clearly stated in the contract documents if a goal is set.

(a) Policy - It is policy of the Department of Transportation and CATS that Disadvantaged Business Enterprises, as defined in 49 CFR Parts 23 and 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. No. 102 - 240, 105 Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105 - 178, 112 Stat. 107, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of the foregoing apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Parts 23 and 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.

The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of CATS to promote the development and increase the participation of businesses owned and controlled by the disadvantaged. DBE involvement in all phases of CATS procurement activities are encouraged.

DISADVANTAGED BUSINESS ENTERPRISE (CONTINUED)

(b) DBE Obligation -The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Parts 23 and 26 as amended, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Contract Assurance - The contractor and its subcontractors agree that the following clause is part of and will be placed in every contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(d) Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from CATS. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CATS. This clause applies to both DBE and non-DBE subcontractors.

(e) The Contractor should exert sufficient reasonable and good faith efforts to involve DBE's in the work provided. If a contract goal is established for a particular contract, the contractor must make good faith efforts to meet it, and document its good faith efforts, even if it does not succeed in obtaining enough DBE participation to meet the goal. CATS will not deny award of a contract based on contractors failure to meet the goal; however, CATS will review the effort made, before committing to performance of contract by the contractor.

(f) The contractor will keep records and documents of payments to DBEs for three years following performance of this contract. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CATS or DOT and will be submitted to CATS upon request. This reporting requirement also extends to any certified DBE subcontractor.

(g) CATS will provide assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

* Identification of qualified DBE

* Available listing of Minority Assistance Agencies

* Providing contractors and subcontractors with information and referrals

for DBE certification

2. DBE Program Definitions, as used in the contract, are established in accordance with 49 CFR Parts 23 and 26, as amended. Definitions include, but are not limited to, the following:

(a) Disadvantaged business "means a for-profit small business concern":

DISADVANTAGED BUSINESS ENTERPRISE (CONTINUED)

(i) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which at least 51 percent of the stock is owned by one individual; and

(ii) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and SBA regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in Section 26.65(b).
- (c) "Socially and economically disadvantaged individuals" means any individual who is a citizen of the United States (or lawfully admitted permanent resident) and who is:

(1) Any individual who a recipient finds to be socially and economically disadvantaged on a case-bycase basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands, Northern Marianas, Macao, Fiji, Tonga, Kirbati, Juralu, Nauru, Federated States of Micronesia or Hong Kong;

(v) "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldires Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are disparated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, disability, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor further agrees to insert this provision in all subcontracts.

BID SPECIFICATIONS

<u>SCOPE</u>: The following bid specifications are to be used as minimum and maximum standards for a 35 FT. DIESEL TRANSIT BUS, for use by The City of Alexandria ATRANS Department. All quoted products shall either meet or exceed the following specifications.

Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and to establish general quality levels <u>only</u>, they are not intended to be restrictive.

Prospective bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items as stated. Bidder should indicate in the space provided below, under "*Bidder's Response:*", the necessary information to indicate he/she is conforming with the bid specifications for each item as written. If Bidder is in complete compliance with each bid specification item as written, please write "Comply" in the space provided; if not, please indicate in this space, the necessary information on the product you are proposing. Each specification response is necessary to ensure the proper evaluation and tabulation of this bid. If each "*Bidder's Response*" section is not filled in or completed, your bid may be rejected.

1.0	<u>General</u> :	<u>Bidder's Response</u> :
1.1	No bid may be withdrawn for at least thirty (30) days after the scheduled closing time for the receipt of bids. Quoted prices shall remain firm until product(s) have been accepted by the City of Alexandria as delivered.	
1.2	Products shall be new, un-used, and of current model year manufacture.	
1.3	Where applicable, quotes for "optional" equipment shall be listed in the appropriate spaces provided on the bid specifications "Price Page". Option quotes shall <u>not</u> be a basis for bid award and shall not be included in the total bid price.	
1.4	Pursuant to Louisiana R.S. 38:2212.8, bidder shall be a <u>licensed Louisiana Motor Vehicle Dealer</u> . A copy of the dealer's license shall be attached to the bid upon submission. Failure to submit a copy of a valid Louisiana motor vehicle dealer's license will result in immediate bid rejection.	
1.5	Two (2) copies of the Parts Manual, Service Manual, and Operator's Manual for all products listed in these bid specifications, to include sub-contracted components, shall be furnished by the successful bidder at the time of delivery. CD versions of manuals are acceptable.	

Bidder's Response:

<u>CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:</u> <u>35 FT. DIESEL TRANSIT BUS</u>

Bid Specifications (Continued)

1.0 <u>General</u>: (Continued)

- 1.6 The successful bidder shall be responsible for obtaining permanent license plate(s) and registration(s) for awarded vehicles and/or equipment (if applicable). Registration documents shall be dropped off at the time of delivery, to the City of Alexandria ATRANS, located at 2021 Industrial Park Road, Building V, Alexandria, LA 71303, Attention: Billy Fisher, Fleet Superintendent.
- 1.7 Successful bidder shall notify the City of Alexandria ATRANS, phone number 318-441-6055 or 318-441-6021, within a minimum of twenty-four (24) hours prior to delivery of vehicle/equipment.

1.8 <u>All products shall be delivered F.O.B., freight pre-paid</u>, City of Alexandria ATRANS, 2021 Industrial Park Road, Building V, Alexandria, LA 71303. Products shall be fully serviced

with all the lubricants and fluid levels necessary for normal operation prior to delivery.

- 1.9 Products shall not be considered delivered until Product Specification Compliance Inspection has been performed by representatives of the City of Alexandria using department, Purchasing Department, Motor Pool (if applicable), and the successful bidder(s).
- 1.10 Each bidder is requested to furnish, attached to the bid, complete descriptive literature on product being quoted. Any item(s) appearing in the manufacturer's regularly published specifications as "standard" equipment are assumed to be included in the bidder's proposal.
- 1.11 Each respective bidder shall be responsible for insuring that his/her product meets or exceeds specifications as described herein.

2.0 <u>Product Warranty</u>:

- 2.1 Successful bidder should furnish complete warranty information for product(s) being quoted, to include all sub-contracted components installed by vendor as well as vendor warranted components.
- 2.2 The successful bidder shall supply a copy of the warranty information to the City of Alexandria ATRANS at the time of delivery. Products delivered without the complete warranty information, for vendor as well as sub-contracted components, <u>will not be accepted</u> by the ATRANS.

Bid Specifications (Continued)

2.0 <u>Product Warranty</u>: (Continued)

- 2.3 Warranty work that cannot be performed at the City of Alexandria Motor Pool <u>shall be performed at the dealer's repair facility that is</u> <u>listed on the Price Page of this bid packet</u>.
- 2.4 Warranty on bus shall be for a period of one (1) year, minimum.

3.0 CONTRACT DELIVERABLES

3.1 Contract deliverables associated with this Contract are set forth in the table below, along with other pertinent information. Contract deliverables shall be submitted in accordance with the Technical Specifications. Due dates shown note the last acceptable date for receipt of Contract deliverables. The Agency (ATRANS) will consider early receipt of Contract deliverables on a case-by-case basis.

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Contract Deliverables					
	Deliverable	Agency Action	Due Date	Format	Quantity Due
1.	Bus Testing — Altoona Test Report	Review	Prior to lead bus production	Hardcopy	1
2.	List of serialized units installed on each bus	Review	With each delivered bus	Electronic Media	
3.	Copy of Manufacturers formal Quality Assurance Program	Review	Pre-award site visit	Hardcopy	1
4.	QA manufacturing certificate	Review	With each delivered bus	Hardcopy	1 per bus
5.	QA purchasing certifications acknowledging receipt of applicable specification	Review	30 days following first pre-production meeting	Hardcopy	1 per major Supplier
6.	Pre-Delivery Bus Documentation Package	Review	With each delivered bus	Hardcopy	1 per bus
7.	Motor Vehicle Pollution Requirements Certificate	Review	With each bus	Hardcopy	1
8.	Engine Emissions Certificate — NOx levels	Review	Prior to completion of lead bus	Hardcopy	1
9.	Pre-production meeting minutes	Approval	30 days after each meeting	Hardcopy	2 originals
10.	Driver's log and incident report	Review	With each bus delivery if drive- away service is used	Hardcopy	1 per bus
11.	Title documentation	Review	10 days prior to bus delivery	Hardcopy	1 per bus
12.	Insurance certificates	Approval	Before Work commences	Hardcopy	1
13.	Engineering support	Review	During pre- production meeting	Contracts	1

Contract Deliverables					
	Deliverable	Agency Action	Due Date	Format	Quantity Due
14.	Training instructor information	Approval	30 days prior to delivery of lead bus		
15.	Training curriculum	Approval	30 days prior to delivery of lead bus	Electronic Media	2 each
16.	Teaching materials	Review	During classroom instruction	Hardcopy	1
17.	Professionally prepared mechanics' "Bus Orientation" training video	Review	30 days prior to first production bus	Electronic Media	2 each
18.	Final preventative maintenance manuals	Review	90 days after Agency written approval	Hardcopy Electronic Media	1 per bus 5
19.	Final diagnostic procedures manuals	Review	90 days after Agency written approval	Hardcopy Electronic Media	1 per bus 5
20.	Final parts manuals	Approval	90 days after Agency written approval	Hardcopy Electronic Media	1 per bus 5
21.	Component repair manuals (Agency approval/review period of 90 days from date of receipt)	Approval	90 days after Agency written approval of OEM component repair list	Hardcopy Electronic Media	2 2
22.	Draft preventative maintenance manuals (Agency approval/review period of 90 days from date of receipt)	Approval	With lead bus	Hardcopy	2
23.	Draft diagnostic procedures manuals (Agency approval/review period of 90 days from date of receipt)	Approval	With lead bus	Hardcopy	2
24.	Draft parts manuals.(Agency approval/review period of 90 days from date of receipt)	Approval	With lead bus	Hardcopy	2
25.	List of OEM component repair manuals	Approval	With lead bus	Hardcopy	2
26.	Draft operators' manuals (Agency approval/review period of 90 days from date of receipt)	Approval	With lead bus or maximum of 30 days prior to start of production	Hardcopy	2

Contract Deliverables					
	Deliverable	Agency Action	Due Date	Format	Quantity Due
27.	Final operators' manuals	Review	30 days following Agency approval of draft manual	Hardcopy	1 per bus
28.	Recommended spare parts list, including bill of materials	Review	60 days prior to shipment of lead bus	Hardcopy	1
29.	Part number index	Approval	60 days prior to shipment of lead bus	Hardcopy Spreadsheet	1
30.	Current price list	Review	90 days after Agency written approval of draft parts manual	Hardcopy	3
31.	In-process drawings	Review	30 days prior to Production	Scale drawings	1
32.	Electrical and air schematics	Review	30 days prior to production	Hardcopy	1
33.	As-built drawings	Review	Within 60 days after final bus delivery	Electronic Media	1
34.	Material samples	Review	By conclusion of pre- production meetings		1
35.	Undercoating system program	Approval	First pre-production meeting	Hardcopy	1
36.	Flooring certificate	Review	First pre-production meeting	Certificate/ copy of purchase order	1
37.	Interior features – fire-resistance certificates	Review	Prior to lead bus completion	Certificates	1
38.	Crashworthiness	Review	Pre-award audit	Certificate	1
39.	Technical review of electronic functionality	Approval	Prior to production	Hardcopy	1
40.	Interior security camera layout	Approval	Prior to lead bus completion	Copies of Interior views	1 each
41.	Technical review of powerplant		Prior to production		
42.	Powerplant certifications	Review	Prior to lead bus completion	Hardcopy	1 each
43.	Striping layout	Approval	Prior to production	Hardcopy	1
44.	Resolution of issues "subject to Agency approval"	Approval	Prior to production	Hardcopy	1

BID SPECIFICATIONS

3.0 <u>Miscellaneous</u>:

- 3.1 Delivered with one set of each type filter necessary for routine maintenance.
- 3.2 Unit shall be delivered with one spare rim (tires will be sent from the City of Alexandria before delivery).

BID SPECIFICATIONS

LOW FLOOR SPECIFICATIONS

1.0 GENERAL

1.1 PURPOSE

The design purpose is to offer the most modern bus available, which shall provide a maximum passenger appeal in appearance, comfort and safety, combined with excellence in reliability, operating characteristics and economy of operation. These buses shall be used in fixed route service for rural, suburban, and urban transit service operations on urban streets and rural roadways in the general environmental and climatic conditions prevailing throughout the ATRANS operating area. The bus must be designed to have a minimum economic lifespan of 12 years or 500,000 miles, whichever comes first. The bus must be capable of accommodating the widest spectrum of passengers possible, including children, adults, elderly, and persons with disabilities.

1.2 REQUIREMENTS

1.2.1 Buses are Ultra-Low Sulfur diesel powered for service in densely populated areas, and, at the same time, are satisfactory for reasonable speed with relatively long distance between stops and are able to negotiate grades up to a maximum of 22%.

1.2.2 Buses shall include features essential for safe, fast, efficient and comfortable operation by the operator. This includes the utmost in greatly improved road and traffic visibility under all driving conditions and means for safe passenger movement. The bus can be maneuvered easily in normal and heavy traffic.

1.2.3 Altoona Testing

Prior to acceptance of first bus, the vehicle must have completed any FTA- required Altoona testing. Any items that required repeated repairs or replacement must undergo the corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure that any and all such failures will not occur shall be submitted to the Agent.

1.3 **RESPONSIBILITY**

1.3.1 The Contractor assumes responsibility for all material and accessories used in the bus, whether they are made by the bus manufacturer or purchased ready-made from an outside source.

BID SPECIFICATIONS

1.4 COMPLIANCE (Continued)

1.4.1 All buses and equipment shall comply with the laws and regulations of the State of Louisiana, as well as Federal Motor Vehicle Safety Standards relative to such buses and equipment.

1.4.2 Buses shall be designed and equipped to prevent and control air pollution in accordance with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq. and applicable state regulations.

1.4.3 Compliance with this section includes conforming to the latest effective regulations, and all SAE Standard and any other future regulations that will be effective at the time of manufacture and applicable to any motorbuses to be supplied pursuant to this bid.

1.4.4 Contractor shall inform ATRANS, or other public entity making purchase from this RFP, of any modifications in specifications required in order to comply with this paragraph.

1.5 MATERIALS

1.5.1 All materials used in construction of the bus and all of its parts conform in all respects to American Society of Testing Materials, Society of Automotive Engineers, or similar association standards. Materials used shall be of first quality and shall be exactly duplicated in manufacture, design and construction on each bus.

1.5.2 All lumber shall be thoroughly kiln dried free from knots and checks and is of clear straight grain, dressed on all sides.

1.5.3 All painted aluminum sheets shall be thoroughly cleaned and coated on the outside with protective paint, epoxy primer, prior to assembly in bus.

1.5.4 All joints are protected by application of metallic compound, Butyl Tape Sealer, epoxy adhesive, at assembly.

1.5.5 Plywood shall be of marine type with sealed waterproof edges.

BID SPECIFICATIONS

1.5 MATERIALS (Continued)

1.5.6 All bolts, nuts, washers and exposed linkage shall be zinc, cadmium plated, or phosphate coated to prevent corrosion.

1.6 WORKMANSHIP

1.6.1 Workmanship shall be of the best grade and shall conform in all respects to the best practice in the industry.

1.6.2 Welding procedures, welding materials and qualifications of operators are in accordance with the standardsof the A.S.T.M. and the American Welding Society.

1.6.3 Where steel is welded the contact surfaces are free of scale, grease and paint. here steel is riveted or bolted to steel, contact surfaces are thoroughly cleaned and coated with critical corrosion zinc chromate primer, epoxy primer, or approved equal. All rivets completely fill the holes. Rivet heads externally are concentric with the body of the rivets and free from rings, pits and fins.

1.6.4 All bolts or rods passing through wood are cadmium, zinc or phosphate plated or approved equal. Where wood and wood are placed together, both are coated with titanium dioxide sealant, zinc chromate, or other approved sealing compound.

1.6.5 All steel and aluminum body parts are painted and thoroughly cleaned to insure proper paint adhesion. Excess joint sealer is removed prior to printing with heavy-duty epoxy primer. External roof joints are protected with a resin type undercoating material or epoxy adhesive.

1.6.6 All exterior light fixtures are fitted to the contour of the bus body and adequately sealed to prevent entrance of water.

1.6.7 All burrs and sharp edges are dressed to prevent injury to passengers and operator.

1.6.8 Special care is taken with the outside sheeting, roof, roof caps, and the interior finish so that all kinks and buckles are removed before assembly which prevent a true and smooth finish without excessive grinding off of the material so not as to weaken the structure.

BID SPECIFICATIONS

1.7 TESTING (CONTINUED)

1.6.9 All painted surfaces have a true and smooth surface that will not show sanding or grinding marks after painting.

1.7.1 Complete bus and all working and moving parts and operating devices are thoroughly tested and put in proper operating condition by the manufacturer.

1.7.2 The roofs, windows, windshields and all doors of all buses are water tested as follows:

a. The water test consists of a series of nozzles, which are strategically located around the perimeter of the vehicle so as to spray water over the entire service of the vehicle.

b. The nozzles eject a volume of water no less than 2.6 gallons per minute under a pressure of no less than 22 pounds per square inch measured at the nozzle tip.

c. There are no less than 10 nozzles installed in the water test area, each capable of directing a force of water as indicated above.

d. Each vehicle is water tested under the conditions set forth above for no less than ten (10) minutes in order to determine whether or not there are any body leaks at the window areas, door areas, roof panels, etc. Necessary corrective action is taken when body leaks are found to exist as a result of the above test, and a second water test to recheck for body leaks following correction action taken.

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BID SPECIFICATIONS

1.8 GENERAL DIMENSIONS

The bus is designed to meet the following approximate dimensions, weights and capacities:

102 INCH BUS	35-FOOT
Length over body	35 ft.
Width over body - Maximum	102 in.
Height	120 in.
Seating Capacity	32 seated
Front step height from ground	15. in.
Rear step height from ground	16.25 in.
Rear platform (multilevel) step height	8.32 in.
Front Floor height (at aisle)	15.75 in.
Turning radius (over bumper) maximum	37.4 ft.
Headroom - maximum	95.0 in.
Headroom - minimum	78.5 in.
Approach angle	9 deg.
Breakover angle	10 deg.
Departure angle	9 deg.
Seat width	17.5 in.
Front aisle width between wheel wells	36 in.
Aisle width - minimum with standard seats	23 in.
Seat spacing - minimum (standard seats)	27.5 in.
Front door clearance (inside panels) min. clearance	34 in.
Rear door clearance (inside panels) min. clearance	30.25 in.
Curb weight - maximum GVW	26,045#
Vehicle GVWR	39,600#
Wheelbase	235 in.
Tire size	305/85R22.5
Fuel tank capacity – gallons (Max)	120
Multiplex electrical system	12/24-v DC
Axle ratio	5.38:1

BID SPECIFICATIONS

1.9 COLLISION PROTECTION

1.9.1 The chassis must be constructed of stainless steel and have an integrated 15" high crash barrier in the low floor section of the bus.

1.9.2 To protect passenger's seat in the low floor area, the basic bus structure shall incorporate a substantial side impact barrier. The barrier shall include stainless steel plate of .250" nominal thickness, continuous between the front wheel arches and the rear suspension, (except in the width of the exit door opening).

1.9.3 The impact barrier shall be an integral, welded part of the undercarriage portion of the bus structure, and shall be angled such that vehicles impacting the bus side will tend to subvert.

1.9.4 To further increase both passenger safety and repair ability, robust welded structures are required between the angled barrier and the bus side skins. These shall be designed to dissipate collision energy by deformation.

1.9.5 Documentation, including full coverage photos, of a collision test, meeting Paragraph 2.1.2.10 (Crashworthiness) of the Urban Mass Transportation Administration (UMTA) "Baseline Advanced Design Transit Coach Specification", shall be submitted with bids.

2.0 MECHANICAL

2.1 FRONT AXLE

2.1.1 Type- Front axle shall be a Deep Drop 1-Beam type, one piece and is designed with proper wheel and axle geometry so that imperfect front axle operation will not be encountered in service. The axle shall meet the maximum load rating for the gross vehicle loads. The gross load includes seated plus standee load. Axles shall be supplied with grease seals.

2.1.2 Model Number- Front axle is Meritor (Rockwell) Model FH-946 with a maximum load capacity of 16,000 pounds.

BID SPECIFICATONS

2.2	REAR AXLE	Bidder's Response:
	2.2.1 Type - Rear axle shall be a single reduction type, Meritor (Rockwell) model with replacement load tubes.	
	2.2.2 Model Number- Rear axle shall be Meritor (Rockwell) Model 71163 with a maximum loading capacity of 26,000 pounds. Axle shall have replaceable load tubes and the axle seals shall be grease seal.	
	2.2.3 Overall Axle Ratio - The overall axle ratio, combined with the proper engine and transmission will provide maximum highway speeds on level ground and I 0 mph on 18% grades with seated load and driver.	
	2.2.4 ABS Brake System shall be provided.	
2.3	BRAKES AND AIR EQUIPMENT	
	2.3.1 General- Each bus shall be equipped with both service and emergency brakes and shall comply with FMVSS 121. The bus shall be equipped with a Rockwell-Wabco ABS System.	
2.4	SERVICE BRAKES	
	2.4.1 Service brakes shall be equipped with four (4) wheel S-cam air brakes.	
	2.4.2 Brakes shall be capable of stopping the vehicle from a speed of twenty (20) miles per hour with a seated load of one hundred fifty (150) pounds per passenger at a rate of deceleration equivalent to a stop within twenty-two feet (22').	
	2.4.3 Brake shoes shall be of two (2) shoe design, heavy duty type to assure uniform pressure and so construction is to last the life of the vehicle. Brake block widths are a minimum of I0.0" inches on rear shoes, six (6) inches on front shoes. All brake block are to be the bolted type.	
	2.4.5 Brake shoes shall be operated by a front and rear cam, which is in turn operated by a worm and gear slack adjuster.	

BID SPECIFICATONS

2.5 BRAKE DRUMS

2.5.1 The bus shall be provided with minimum sixteen and one-half $(16 \frac{1}{2}")$ inch heavy-duty alloy brake drums at the front axles, and fourteen and one half $(14 \frac{1}{2}")$ inch drums at the rear.

2.5.2 Drums shall be constructed and mounted as to assure necessary ventilation of the drums and prevent conduction of heat to the tires. Drums shall be free from casting flaws or hard pots and drum castings must be true round and of uniform thickness to within one-sixteenth (1/16") inch. Drums shall be balanced in accordance with manufacturer's specifications.

2.6 EMERGENCY BRAKE

2.6.1 Bus shall be equipped with safety actuators and spring brake chambers, capable of bringing the bus to a stop from a speed of twenty (20) miles per hour at a deceleration rate equivalent to a stop within sixty (60') feet with a seated passenger load.

2.6.2 Brake chambers shall be equipped with manufacturer's standard diaphragm spring. Brake system shall be balanced to provide safe stop operations.

2.7 SLACK ADJUSTERS

2.7.1 Haldex S.A.B. automatic type slack adjusters shall be furnished on front and rear brakes. Adjusting bolt and lock shall be positioned so adjustment can be made easily.

2.8 AIR COMPRESSOR

2.8.1 Air compressor shall have a capacity of not less than 15 CFM, at 1250 RPM. The air compressor shall be a Cummins 30.4 heavy-duty dual cylinder air compressor.

2.8.2 Compressor shall be gear driven directly by the engine.

2.9 AIR GOVERNER

Bendix-Westinghouse "D-2" type.

BID SPECIFICATONS

2.10. AIR TANKS

Bidder's Response:

2.10.1 Air reservoirs shall be of adequate capacity to meet PMVSS121. air dryer SKF HCT-2000, 24V Htd, Filtration Plus shall be connected to and operated in conjunction with the air governor. All air tanks shall be lightweight aluminum equipped with protected manual drain valves and are easily accessible.

2.11 CHECK VALVE

2.11.1 A check valve shall be provided between primary and secondary tanks and be accessible for service.

2.12 BRAKE RELAY VALVES

2.12.1 Brake relay valves shall be Bendix-Westinghouse Model QR-1 at front axle, R-12 at rear service brake and R-14 at spring brakes.

2.13 WHEEL BRAKE LINES

2.13.1 Flexible brake lines shall be equipped with high quality hose. The lines shall be of adequate length to prevent any strain regardless of relative motion between body and brake chamber, without allowing chafing or rubbing.

2.14 BODY MOUNTED BRAKE LINES

2.14.1 All air lines shall be color-coded nylon tubing except the main 1"00 air lines between compressor and first tank which are Teflon lined with outer braid of stainless steel.

2.14.2 Anti-chafing material shall be provided at all points where air lines pass through any part of the bus frame. In addition, air lines shall be routed through full length under/floor conduits.

2.15 SHOP – AIR LINE CONNECTOR

2.15.1 An air line connector shall be installed on the front and rear end of the bus to provide filtered air supply from the shop air system to the accessory air tank.

BID SPECIFICATIONS

2.16 WINDSHIELD WIPERS

2.16.1 Two (2) Sprague electric, heavy-duty, windshield wipers shall be provided. They shall be the self-parking type, each controlled by individual valve with adjustable speed. Motors shall be mounted inside of bus and external provisions made for ease of inspection, maintenance and replacement.

2.17 AIR SUSPENSION SYSTEM

2.17.1 The front suspension system shall incorporate 4 air bellows, controlled by a single automatic leveling valve. Adjustable Koni shocks (2) are required.

2.17.2 The front suspension system shall also incorporate a kneeling feature which can lower the front of the bus a maximum of three (3) inches. The kneeling system shall also be capable of lowering incrementally in order to accommodate ramp utilization at varying curb heights. Kneeling shall function only with the bus halted.

2.17.3 Activating kneeling shall cause the interlock brakes to set and shall simultaneously block the throttle. The interlock shall remain set for two (2) seconds after the "raise" function is activated.

2.17.4 The "raise" function (only) shall be operable while the bus is in motion, and shall be controlled by a momentary contact switch, which will enable the operator to raise the front above normal ride height when negotiating dips, gutters, etc. The bus shall automatically return to normal height when the switch is released.

2.17.5 Valves, solenoids and circuitry associated with the kneeling feature shall be located within the body and easily accessible for service or repair.

2.17.6 The front suspension shall incorporate four (4) adjustable radius rods, arranged so that the rods locate the front axles in both X and Y planes, and also provide the means for setting caster angle. Independent "A- arms" or designs that require panhard rods for lateral location will not be considered.

2.17.7 Bushing ends for rods shall be of urethane material. Ends shall be easily replaceable.

BID SPECIFICATIONS

2.17 AIR SUSPENSION SYSTEM

2.17.8 Front air bellows shall be located both fore and aft of the axle centerline at both ends, and shall be located as far outboard as practicable. Bellows shall have composite bases and an external "bump stop" located at axle centerline. The compressive portion of the bump stop shall be easily replaceable. Bellows with internal bump stops will not be accepted.

2.17.9 Rear suspension shall be of the H-frame type, e.g. Neway ADTB 280B. Bellows shall be located fore and aft of the axle centerline, and as far outboard as practicable. Four (adjustable) Koni shock absorbers are required.

2.17.10 The rear suspension shall be located in the X and Y planes by means of four radius rods. The lower rods shall locate the axle/suspension assembly in the longitudinal plane and the upper rods shall provide for lateral positioning. Rod ends shall have urethane bushings. Upper rods shall be adjustable in length.

2.17.11 An automatic leveling valve shall be provided for each pair of bellows. The valve is to be located in a fashion that will preclude "flipping over" or reversal of valve action. Adjustment of the valve shall be accomplished by positioning a vertical link in a slotted bracket.

2.17.12 Rear suspension members shall be configured to also serve as the driveline guard by preventing street contact of the drive shaft in the case of U-joint or other.

2.18 STEERING

2.18.1 Type: Hydraulically assisted power steering shall be provided (TRW ROSS TAS65). Steering gear shall be an integral type. Power steering lines shall be stainless steel.

2.18.2 Steering Wheel: The steering wheel shall be a minimum of twenty inches (20") in diameter and of black synthetic material construction over a metal core with horn button.

2.18.3 Steering Column: The steering column shall be double-jointed and adjustable to maximize drivers comfort.

BID SPECIFICATIONS

2.19 WHEELS AND TIRES

2.19.1 Type: Bus shall be equipped with single front and dual rear wheels. Metal (paint white) Alcoa Dura-Bright hub piloted wheels and tires shall be balanced and counter weighted as required. Wheels with 8.25 rims are tubeless type, with hub type piloted wheels.

2.19.2 Tires: The City of Alexandria supplies leased Firestone Tires.

2.20 CHASSIS LUBRICATION

2.20.1 Fittings: High pressure, "Alemite-Zerk" hydraulic fittings shall be supplied. All fittings shall be located for maximum accessibility.

2.21 ENGINE

2.21.1 Type:

a) Bus shall be powered by Cummins ISL, 280 HP engine capable of giving satisfactory life and performance in transit service.

b) Power plant shall be a complete unit, mounted in the rear, and mountable and de-mountable as a unit, complete with transmission.

2.22 Crankshaft

2.22.1 Crankshaft shall be of high carbon steel, drop forged, full heat-treated and Taco hardened or nitride.

2.23 Accessory Drive

2.23.1 All accessories shall be driven directly from engine without use of drive belts, except air conditioning compressor and alternator.

2.24 Oil Filters

2.24.1 All full-flow type filter mounted to the engine, which incorporates a full-flow screw-on type element, shall be provided.

BID SPECIFICATION

2.25	Insulation	DID SI LEIFICATION	Bidder's Response:
2.20	msuuton		Duner s Response.
	2.25.1 Area inside of power pla engine bulkhead (engine side of re sealed to prevent smoke and fume portion of bus and insulation aga	ear seat) shall be completely es from entering passenger's	
2.26	Engine Compartment Lines		
	2.26.1 All flexible lines, (air, fuel) shall be Teflon hose with braided s stainless steel reusable fittings, wh temperatures permit. All lines sha engine to permit easy access to all	stainless steel jacket and here pressures and/or Ill be mounted away from	
2.27	Starting Motor		
	2.27.1 Starting motor shall be a D 24-volt and MT42 and of ample catorque to crank engine.		
	2.27.2 The starter interlocks to pre- when the bus is in gear or the engine	00	
2.28	Air Cleaner		
	2.28.1 A dry air cleaner, Donaldso indicator shall be provided.	on type, with an air restriction	
	2.28.2 The engine air intake is three screen opening or removable fiber, at the rear side of the bus.	0	
2.29	Engine Control System		
	2.29.1 An electronic control accel The throttle pedal is mounted so the than brake pedal height.	5	
	2.29.2 Accelerator system is inter- door, w/c lift, and kneeling.	locking with the front & rear exit	
	2.29.3 A fast idle switch shall be I	provided.	

BID SPECIFICATIONS

2.29 Engine Control System (Continued)

2.29.4 The engine shall have an engine protection module that will activate in case of overheat, low oil pressure, or low coolant to protect the engine against damage and shall come complete with an engine shutdown override switch and guard and an engine test switch and guard.

2.31 FUEL AND EXHAUST SYSTEM

2.31.1 Fuel Tank

Fuel Tank shall have a minimum capacity of 118 gallons net usable, constructed of 3CR12 stainless steel for corrosion resistance, mounted with 3CR12 stainless steel straps. The entire surface of the tank shall be coated with Corashield #7972 prior to installation for corrosion prevention. Mounted under floor for easy servicing and replacement and providing maximum passenger safety and comfort. The design allows the tank to be dropped without dismantling the understructure or removing floor or body sections.

2.31.2 Filler Pipe and Vent Alarm

a)Fuel tank shall be equipped with a vent alarm and a spring-loaded or toggle action type cap. Filler pipe to be mounted on right (curb) side of bus.

b) Filler pipe shall be designed to permit filling at a rate of forty (40) gallons per minute without blowback and with Fill Neck Style and Controls Emco-position lock Fast Fill- Flip Cap (Max Capacity).

2.31.2 Fittings

Fittings on fuel and oil lines shall be SAE flared or inverted flare types. Fuel filler and lines shall be installed to avoid heat and fire hazard. Restricted fittings shall in fuel return line to maintain fuel pressure under all conditions. A fuel check valve shall be provided to prevent fuel drainage back to tank while servicing fuel filters. <u>Bidder's Response</u>:

BID SPECIFICATIONS

2.31	FUEL A	AND EXHAUST SYSTEM (Continued)	Bidder's Response:
	2.31.3	Filters	
	-	ystem shall be provided with two (2) filters to ensure fuel being delivered to the engine.	
	2.31.4	Exhaust Systems	
		a) Exhaust system shall be constructed so that it will not cause excessive backpressure in the engine.	
		b) Exhaust tail pipe shall be constructed of metal tubing directed from the muffler upward to a location at the top of the vehicle on street side.	
	15 gal	The DEF tank shall have a minimum capacity of lons net useable is filled through a dedicated door curbside rear skirt panel.	
2.32	COO	LING	
	2.32.1	Radiator	
		a) Modine or approved equal, side by side radiator is of Beta Weld construction type and of sufficient capacity to properly cool the engine in heavy service with a minimum 102 degrees ambient rating.	
		b) Radiator top and bottom tanks are stainless steel with prime and enamel paint. All fittings are of brass.	
	2.32.2	Filler Neck and Cap	
		a) The sealed cooling system shall be provided with a self unloading valve to prevent extreme pressure from injuring cooling system.	
		b) Filler cap shall be hinged type and a small access door is provided in the rear of the bus to add coolant.	
		c) A manual pressure release valve shall be also provided.	

BID SPECIFICATIONS

2.32	COOLING (Continued)	Bidder's Response:
	2.32.3 Surge Tank	
	A heavy duty stainless steel radiator surge tank with two (2) stacked sight glasses shall be provided and mounted above the radiator.	
	2.32.4 Fan and Drive	
	A (8) EMP Fil-11 24 Volt Pusher Fans with Integrated Controllers	
	2.32.5 Hose	
	Engine water and heater hose shall be silicone type.	
	2.32.6 Hose Clamps	
	Oetiker stainless steel, constant tension hose clamps, shall be provided.	
2.33	Fransmission Selections	
	2.33.1 Type - Automatic Transmission shall be an Allison B400R with a six (6) button Vertical Lettering Shift Selector (Top R-N-D-3-2-1 Btm) The Shift Schedule shall be a 4SPD. The transmission shall have an Auto Neutral at Standstill (ANS) Activation with the Parking or Foot Brake.	
	a) Audio & Visual Indicators are activated with the Transmission Shift.	
	b) Selector not in Neutral and Engine Starter Engaged.	
	c) The Retarder/Auxiliary Brake Application shall have 2, 4 & 7 pressure switches.	
	d) The Retarder/Auxiliary Brake Disable Control shall be maintained by a toggle switch with guard in the driver area –with an indicator lamp.	
	e) The Transmission Oil Cooler shall be transmission mounted on frame of bus – coolant to Oil Heat Exchanger.	

BID SPECIFICATIONS

2.33 Transmission Selections (Continued)	<u>Bidder's Response</u> :
f) The Cooler finish and the Cooler Hoses shall be furnished with the transmission.	
g) The Dipstick shall be installed into transmission.	
h) The Exterior Back-Up Alarm Audio Indicator shall be installed.	
2.33.2 Drive Shaft The drive shaft shall be a 3 1/2" diameter, heavy duty Spicer 1710 series with full round yoke at transmission & half round yolk at axle with needle bearing universal joints between the transmission and axle. The shaft shall be designed to prevent contact with air lines or injury to passengers in case of breakage.	
3.0 ELECTRICAL	
The electrical system shall provide and distribute power for all	

electrical components in the bus. The system shall supply a nominal 12 volts to incandescent lights and instruments and 24 volts to all remaining circuits. Except for the engine starter circuit, all circuits shall be protected by circuit breakers or fuses.

3.1 WIRING

3.1.1 All general purpose wiring shall be cross linked polyethylene insulated; color coded for positive identification, and meets the requirements of SAE Recommended Practice J878a, Type SXL. Battery wiring shall conform to the specification requirements of SAE Standard J558a, Type SGR, SAE Recommended Practice J878a, Type SXL, or combination thereof. Precautions shall be taken to avoid damage from heat, water, solvents or chafing. Grommets, cushions or suitable elastomeric materials shall be provided where wiring penetrates metal structure. All wiring harnesses shall be corrugated plastic loom covered. All wiring harness clamps shall be insulated.

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

3.1.2 Wiring shall be JI939, installed in sections terminating in appropriate junction blocks or quick disconnects. Connectors shall be manufactured by Packard AMP Deutsch. All cable and wiring shall be color and number coded and bus builder will furnish complete wiring diagrams and circuit lists showing color and number code used. Wire terminals and connectors shall be insulated. Bus builder shall furnish at least one spare circuit in each harness.

3.2 MULTI-PLEX ELECTRICAL, DINEX-MPX

3.2.1 The main bus controller (MBC) shall be located at the front left-hand corner and readily accessible through an access door located above the driver. One or more high speed cell net controllers (HCNC) shall be located in the same compartment. Additional HCNC's will be located above the exit door and at the rear of the bus. DIO's (Digital Input/Output) Controllers are to be similarly located, and will provide minimum 10% spare input/output capacity. The system shall be connected by a "ring loop" hookup.

3.2.2 The engine rear run box shall be accessible through the engine access door of the engine compartment. It shall be provided with a rear start switch labeled "front-off-rear", water temperature gauge, oil pressure gauge, engine compartment light switch and engine start switch.

3.3 COMPLIANCE WITH REGULATIONS

3.3.1 Turn signals and all interior and exterior lights shall meet all applicable State and Federal requirements.

3.4 HEADLAMPS

3.4.1 Each bus shall be provided with two (2) dual 12 volt sealed beam long life Halogen automotive headlights of countersunk type, which are controlled by button dimming switch mounted on floor convenient to operator's left foot.

3.4.2 Headlights shall be installed in accordance with approved regulations.

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

3.4.3 Headlight supports and mountings shall be sufficiently rugged to maintain adjustments under road shock and service conditions.

3.4.4 A headlight high beam indicator lamp shall be installed in the indicator light bar panel.

3.5 BRAKE / TAIL LIGHTS

3.5.1 Tail lights shall be four (4) inch diameter Dialite LED with a light configuration of top amber, red, red, and clear.

3.5.2 The rear lights shall be located so as to provide maximum space for advertising panels.

3.6 BACKUP LIGHTS AND ALARMS

3.6.1 The reverse lights shall be four (4) inch round, white Dialite LED. Visible and audible warnings shall inform following vehicles or pedestrians of reverse operation. Visible reverse operation warning shall conform to SAE Standard J593. Audible reverse operation warning shall conform to SAE Recommended Practice J994 Type C or D.

3.7 CLEARANCE MARKER AND I.D. LIGHT

3.7.1 All clearance marker and I.D. lights shall be flush mounted LED type with smooth lenses to prevent the collection of dirt and damage during washing.

3.8 TURN SIGNALS

3.8.1 Two (2) flashing tum signal lamps shall be mounted on the front and rear of the Bus. Turn signal light, armored type shall be installed on each side in front of the front axle. Two rear armored signal shall be mounted near the rear wheel well.

3.9 DIRECTIONAL SIGNAL SWITCHES

3.9.1 Heavy duty, sealed type, foot operated turn signal switches shall be furnished. They shall be mounted in the area of the dimmer switch.

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

Bidder's Response:

3.10 EMERGENCY FLASHER

3.10.1 Directional lamp shall be equipped for simultaneous flashing for emergency use, with switch located on dash console near driver and properly marked.

3.11 LICENSE PLATE LAMP

3.11.1 A rear license plate light shall be provided.

3.12 ENTRANCE/EXIT DOOR LAMPS

3.12.1 Front and rear stepwell areas shall be lighted by Dialite LED stepwell light(s), suitably mounted so that the entire stepwell and a portion of the ground area immediately outside the bus is sufficiently illuminated. For compliance the front and rear stepwell lighting shall be extinguished when the door is closed.

3.13 CURB LAMPS

3.13.1 Each bus shall be equipped with exterior curb lamps. Lamps shall be positioned in such a manner as to illuminate the ground area in the immediate vicinity of the stepwell for ADA compliance.

3.13.2 The lamps shall actuate when the doors are open.

3.14 INTERIOR LIGHTING

3.14.1 Complete lighting system shall be a Pretoria TL-14 without manual dimming (LED) TEMP 6000-6500k-(preferred Temp).

3.14.2 Lamp lens color Blue at street side after #1

3.14.3 Extinguishable Lamp Positions #I street side & all Curbside.

3.14.4 Lamp control Programming Extinguishability Controlled with Front & Rear Door Closed

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

Bidder's Response:

3.14.5 Interior Lamp Power Controlled from Multiplexing with INC. SW and any position.

3.14.6 Lamp Cong) Lamp kit automatic dimming feature Full Brightness with DRS open-Minimum Brightness with Door(s) Closed trolled All/Off/Roadside Toggle switch.

3.14.7 All interior lighting shall be LED's. Overhead lighting shall provide general illumination in the passenger compartment and shall be controlled by a three (3) position switch convenient to the driver with the following functions:

- ALL All passenger lights on
- OFF All passenger lights off

• REAR - Rear passenger lights on

3.14.8 The interior overhead LED lighting system shall be extinguished when the transmission is in reverse. The system shall provide no less than fifteen (15) foot- candles of illumination on a one (I) square-foot plane at an angle of forty-five (45) degrees centered thirty-three (33) inches above the floor and twenty-four (24) inches in front of the seat back at each seating position except at the rear cross seat where the illumination may be decreased to seven (7) foot-candles. The forward most light on the curbside of the bus shall be extinguished when the front door is closed to reduce driver windshield glare with lower light intensities permitted for the curbside front aisle facing seats. Floor surface in the aisle shall be illuminated to no less than ten (10) foot-candles. The floor surface in the vestibule shall be illuminated to no less than four (4) foot-candles when the front door is closed.

3.14.9 Light fixtures shall be located above the side windows at or near the juncture of the bus ceiling and the sidewall and may be provided over the rear door. Safety mechanism shall prevent fixtures from falling more than eight (8) inches upon occurrence of a mounting failure.

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

3.14.10 Lighting shall not be installed above the driver's side window and the front door. Lamp fixtures and lenses shall be fire-resistant and compliant to NFPA 130 requirement for lighting fixtures and shall not drip flaming material onto seats or interior trim if burned.

3.14.11 The fixtures shall be sealed to prevent accumulation of dust and insects but shall be easily opened on hinges for cleaning and service. The lenses shall be retained in a closed position with fasteners captive in the lens that are tamper-proof consistent with all other fasteners within the bus.

3.14.12 Power supplies shall be enclosed with fireproof material and shall be located at the individual light fixtures. Power supplies, if required, shall be inaudible with an operating frequency above 18,000 Hz. Interchangeability of lamps, lens fixtures, and power supplies shall be maximized. Thermal protected, individually fused ballast with replaceable fuses shall be hard wired to the lamps and power source utilizing a mechanical connection, soldered and protected by heat shrink insulation. The interior lighting system circuit(s) shall be designed so that the failure, degradation or overheating of one lighting fixture will trip a circuit breaker.

3.14.13 A doorway and rear step lighting system shall be illuminated when the master switch is in RUN and NIGHT RUN positions, except the front doorway, which shall be extinguished when the front door is closed. Illumination shall be provided by LED strip lighting at both locations. The system shall provide no less than two (2) foot-candles of illumination on the steps and in the entry and exit areas or on the ramp when deployed. These lights shall be shielded to protect passengers' eyes from glare. Light fixtures shall be totally enclosed, water tight, and manufactured from a non-corrosive material designed to provide ease of cleaning as well as lamp and housing removal, and shall not be easily removable by passengers. Doorway and step lights shall be protected from damage caused by passengers kicking lenses or fixtures and shall not be a hazard to passengers. <u>Bidder's Response:</u>

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

3.15 ALTERNATOR

3.15.1 Alternator shall be a Niehoff Model # C803 with a capacity of 450 amps at 28 volts.

3.16 VOLTAGE AND CURRENT REGULATOR

3.16.1 Alternator shall be equipped with an electronic transistor type control voltage regulator.

3.17 INSTRUMENT PANEL

3.17.1 Instrument panel shall include all necessary instruments for safe operation of the bus. Switches and indicators for the control of lights, door controls, fast idle engine override, heaters and engine control shall be conveniently located at the driver's position.

3.17.2 Instrument panel shall include fuel gauge, diesel exhaust fuel level gauge, dual air pressure gauge, engine oil pressure gauge, engine coolant temperature gauge, voltmeter gauge and speedometer including odometer. A Tell-tale L.E.D. light panel shall be provided to indicate operational functions.

3.17.3 All indicators and switches shall be plainly and permanently marked.

3.18 SPEEDOMETER

3.18.1 Odometer shall be part of the speedometer (999,999 reading).

3.19 HORNS

3.19.1 Heavy-duty 12 volt horns shall be provided and installed and protected from wheel wash.

3.20 INSIDE SIGNAL SYSTEM

3.20.1 A chime operated by touch tapes and pull cords on each side of the vehicle shall be furnished. The touch tape shall be yellow.

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

3.20.2 Stop request sign visual indicator shall be with red lettering.

3.21 RELAYS AND CIRCUIT BREAKERS

3.21.1 All relays and breakers shall be constructed and monitored to be free from accidental operation or interruption due to shock or vibration in service.

3.22 BUZZER

3.22.1 An alarm shall be provided to alert the driver for conditions of low oil pressure, high engine temperature and low air pressure.

3.23 BATTERIES

3.23.1 Two (2) heavy-duty lead acid type batteries, size 8D shall be furnished.

3.23.2 Batteries shall be mounted under the floor of the bus on stainless steel sliding trays, and treated to prevent corrosion and readily accessible for servicing. The battery compartment shall be self-draining, vented, and is located on the street side of the bus. Pull-out stainless steel battery trays shall be provided. The master disconnect switch shall be located adjacent to the battery compartment, and is capable of carrying and interrupting total circuit loads. The battery cables shall be color coded for positive and negative and have shrink-in-place insulation.

3.24 DESTINATION SIGNS

3.24.1 Front Destination Signs - The front single destination sign above the windshield shall be a Twin Vision, 100% LED, Front Sign: 17 rows X 160 columns, Curbside: 15 rows X 112 columns. A 1/4" thick safety glass window is provided with rubber ziplock moldings. A control module shall be located to the left above the driver's head within reach of the driver.

3.24.2 Side Destination Signs - The side, electronic sign shall be located so the top of the sign is flush with the first curbside window, behind the entrance door.

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

3.25 WIRING FOR TWO-WAY RADIOS & FAREBOX

Wiring and other features for installation of two-way radio are provided as follows:

3.25.1 An antenna mounting is mounted to the roof body panel at approximately the bus centerline and approximately four feet (4') to the rear form the front of the bus.

3.25.2 A removable cover shall be installed on the interior ceiling panel to allow access to the antenna.

3.25.3 A 12 volt, 40 amp direct powers shall be provided for radios and fare box.

3.25.4 Electronics Cabinet - Given the anticipated design and the horizontal surface over the street-side front wheelhouse, a full size electronics cabinet shall be provided to accommodate the two-way radio system, as well as the future need for other ITS equipment and inclusion of the overall electronic systems in the bus. The cabinet shall meet appropriate NEMA standards as approved by ATRANS. The electronics cabinet shall be splash-proof when the service door is secured and made of a minimum of twelve (12) gauge stainless steel or fourteen (14) gauge 5052 H32 aluminum construction, suitably reinforced.

3.25.5 The cabinet shall be painted with polyurethane enamel in a color to complement the interior and it shall be securely mounted on top of the street-side wheel housing. Access to the cabinet shall be from a lockable hinged door opening into the passenger aisle area that includes a sturdy hold-open device. The cabinet door shall have a recessed handle and a lock, keyed alike, with four keys per vehicle. The cabinet shall provide a minimum of 46 inches of free height that accommodates four shelves of standard nineteen (19) inch electronic racks of eighteen (18) inch depth. Provisions shall be provided to receive a laptop computer while repair personnel are interfacing with the diagnostic test ports, the shelf shall prevent the laptop from falling while the bus is motion.

<u>Bidder's Response:</u>

BID SPECIFICATIONS

3.0 ELECTRICAL (Continued)

3.25.6 Power provisions shall be made for the radio and Vehicle Logic Units (excluding multiplexing) inside the electronics cabinet. Circuits and wiring for each system shall be independent of one another and rated per the manufacturer's specifications. 12VDC, 24VDC supplies and a chassis ground shall be provided on three (3) independent terminal strips with a minimum of six (6) terminal mounting locations. Terminal strips shall be clearly identified. Terminal strips and associated wiring shall not interfere with shelf operation.

3.27.7 Diagnostic test ports and ECM interfaces for all of the vehicles systems shall be mounted inside of the electronics locker on a single test panel. The test ports shall be clearly identified. The design of the test panel shall be reviewed during the pre-production meeting.

3.27.8 A three (3) inch inside diameter conduit shall connect the cabinet with the main bus wiring harnesses above the street-side lighting fixtures. A 2-1/4 inch inside diameter metallic conduit shall connect the control head and radio control unit with the electronics cabinet.

3.27.9 The electronics cabinet shall provide adequate ventilation for 750 watts of equipment operating within the range of -200F to +1400F. The design and configuration of the cabinet shall be subject to approval during the pre-production process.

4.0 BODY

4.1 CONSTRUCTION

Body and Understructure

4.1.1 Body and understructure are durable construction with special bolted joints. The bolted aluminum body structure combines the strength of cast and forged aluminum corner gussets with high strength extruded aluminum structural sections. These aluminum structural sections are secured together with specially designed bolt-in-place corner gussets. The bolts are precision torqued and coated with a reinforcement shall be provided so the vehicle will carry the required loads and properly withstand road shocks.

BID SPECIFICATIONS

4.0 BODY (Continued)

4.1.2 All materials are suitably treated to resist corrosion.

4.1.3 Total understructure shall be made of structural stainless steel for increased durability, reduced maintenance requirements, reduced weight and improved corrosion resistance, while increasing torsional and beam stiffness. It is of size and strength to prevent floor from flexing under normal loads.

4.1.4 All steel parts of under framing below floor line shall be prime-treated prior to assembly.

4.1.5 Body shall be of integral construction, without any movement at the joints. Body on chassis will not be accepted.

4.1.6 The body shall be designed to meet the crashworthiness standards outlined in the Federal Register Vol. 47, No. 195, Section 2.1.2.10.

4.2 Side and End Framing

4.2.1 Side and end framing shall be designed and constructed to carry their proportion of the stresses imposed and absorb excessive impacts with as little damage as possible. Side impact barriers shall be provided and shall be an integral part of the body structure design. Adequate structures shall be installed around the side doors in order the transfer stresses around these openings.

4.3 Posts, Side and Roof

4.3.1 All posts in the body side and roof sections are of aluminum construction, bolted to the under frame structure so that the entire assembly acts as one unit without any movement at the joints. The end posts shall be designed with special profiles to resist shear.

4.4 Exterior Body Panels

4.4.1 All exterior body panels shall be aluminum and hinged or glued to body fame.

4.4.2 No metal screws shall be used on exterior body panels.

BID SPECIFICATIONS

4.0 BODY (Continued)

<u>Bidder's Response:</u>

4.4.3 Rivet spacing shall be in accordance with the best practice of bus industry standards.

4.4.4 All exterior side panels between window belt and rub rail and rear of bus shall be aluminum and painted district colors.

4.4.5 Lower skirt panels shall be .12" thick, aluminum painted to district specifications.

4.4.6 Front and rear end caps of the body shall be constructed of reinforced fiberglass with a minimum thickness of .12 inches. The fiberglass end caps shall be attached to the body structure with rivets to facilitate ease of repair.

4.4.7 Exterior panels below the mid rail shall be divided into sections that are repairable or replaceable by 3M mechanic in less than thirty (30) minutes for a section up to five feet long (excludes painting). Exterior side panels above the mid rail and below the lower daylight opening shall be repairable or replaceable by a Journeyman Mechanic in less than 1-1/2 hours for a section up to five (5) feet long (excludes painting). Side panels below the window line shall be pre coated with primer Corlar 25P prior to installation on the bus. All sidewall assemblies shall have anodized extruded aluminum vertical posts and shall be coated with primer Corlar 25P prior to installation. These side panels shall each be replaceable by a mechanic without assistance. Welding, riveting, or adhesive attachment is unacceptable. Side panels shall be simple enough in shape to allow fabrication with no more tooling than a shear, brake, and edge roller. Metal panels with compound curves, fluting, curved indentations, etc. will not be permitted.

4.5 Roof Construction

4.5.1 Roof shall be one-piece fiber reinforced plastic (FRP) sheet with sufficient strength and stiffness to prevent vibration, drumming or flexing in service.

BID SPECIFICATIONS

4.0 BODY (Continued)

<u>Bidder's Response</u>:

4.6 Hardware Construction

4.6.1 Automobile grade hardware shall be used throughout the bus. Screws, bolts, nuts and washers, or other types of fasteners used in the construction of the body or for the attachment of accessories or equipment shall be constructed of non-corroding material or finished to prevent rust and corrosion.

4.7 Interior Insulation Construction

4.7.1 Interior of body, including roof, shall be well insulated against heat and cold and operating noises, which originate in the engine, transmission, muffler, etc.

4.7.2 Sidewall and roof insulation shall be closed cell.

4.7.3 Rear lounge seat cushion, seat back and rise shall be insulated with Baryfoil on each side.

4.8 Interior Panels Construction

4.8.1 Interior panels shall be applied to assure a neat and finished surface. Interior side window panels, down to lower window rail, shall be melamine paneling of minimum one-sixteenth (1/16") inch thickness.

4.8.2 Interior ceiling panels shall be melamine paneling of minimum 1/8" thickness. Panels are supported so as to prevent buckles, drumming or flexing when the vehicle is in service.

4.8.3 Fasteners shall not loosen under vibration.

4.9 Colors - Interior

4.9.1 The Upper Panel Color at the Window Mullion shall be 1500-60 Matte Gray.

4.9.2 The Lower Panel material shall be melamine.

4.9.3 The Lower Panel Color at the bottom of the Window Line to the Seat Rail shall be 4142-60 Matte Gray Glace.

BID SPECIFICATIONS

4.0 BODY (Continued)	<u>Bidder's Response</u> :
4.9.4 The Passenger Ceiling Melamine Panel Color, all alike behind the drivers panel shall be 1500-60 Matte Gray.	
4.9.5 The Ceiling Panel Retainer Strip is required.	
4.9.6 The Interior Bulkhead Trim shall be Melamine.	
4.9.7 The Bulkhead Trim Color shall be 4142-60 Matte Gray Glace.	
4.9.8 Driver's area, vestibule and dash panels shall be painted with a non-reflective black.	
4.10 VENTILATORS	
4.10.1 Driver operated weatherproof adjustable front ventilator of the spring- loaded type, of sufficient size to assure ample ventilation for summer operation at operator's position shall be provided. Ventilator is the over center type which may be closed by exterior pressure. One auxiliary driver's fan with base mounted switch.	
4.10.2 One-combination emergency escape hatch/ventilator with safety cable shall be installed in roof over rear axle.	
4.11 CLOSURE DOORS - SIDE	
4.11.1 Left Hand Side - A left hand radiator closure door shall be furnished to provide access for radiator removal.	
4.11.2 Right Hand Side - Closure door shall be provided on the right hand side to gain complete access to the right side of the engine.	
4.12 CLOSURE DOORS- REAR END	
4.12.1 Gas assisted door props shall be furnished at each end of rear end closure door. Engine compartment door shall be equipped with mechanical paddle latch.	
4.12.2 Service engine door shall be a minimum of .050" aluminum with stiffeners.	

4.0 BODY (Continued)

4.13 CLOSURE DOORS - MOUNTING

4.13.1 Under the floor equipment requiring service access from outside the bus body shall be provided by aluminum panels with rubber hinges and positive flush-type locks, which will permit access and facilitate the easy inspection and servicing of such equipment. Gas springs shall be provided to secure the doors in open position during inspection and servicing.

4.14 WHEELHOUSING

4.14.1 Wheelhouses shall be of sturdy construction manufactured of Stainless steel, providing ample clearance at front and rear tires under load and under all positions of front wheel while steering.

4.15 FENDERS

4.15.1 Rubber fenders shall be furnished at each wheelhouse.

4.16 SPLASH APRONS

4.16.1 Splash aprons shall be provided on both front and rear wheel housings, projecting downward to a point within three inches (3") of ground with bus loaded.

4.17 DRIP MOLDINGS

4.17.1 Water deflecting roof gutters shall be provided over the side windows and doors.

4.18 FLOORING- PLYWOOD

4.18.1 Plywood used for flooring shall be a minimum of three-quarters (3/4"), seven (7) ply marine grade, waterproof type with sealed waterproof edges.

4.18.2 Plywood shall be riveted to frame members with Huck rivets used in conjunction with tapping plates.

4.18.3 The area at the fare box shall be supported by steel plate to keep fare box from weaving when bus is in service.

BID SPECIFICATIONS

4.0 BODY (Continued)

Bidder's Response	e:
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4.19 FLOOR COVERING

4.19.1 Floor Covering- Installation	
a) Floor covering shall be RCA with a Single Color Tone throughout the bus.	
b) The Standee Line shall be yellow and the Door Nosing Color shall be a Yellow Non-Abrasive Surface.	
c) The Aisle Floor Material shall be ribbed in the fore and aft and shall be TR766 Charcoal Gray with Cream & Black.	
d) The Underseat Floor material and the Wheelchair Position Floor material shall be smooth and shall be TR766 Charcoal Gray with Cream & Black.	
e) The Driver's Platform Area Trim Edging shall be yellow.	
f) The Driver's Platform Area Foot Area cover color shall be black.	
g) The Driver's Heel Plate at the Throttle & Brake Pedal shall be an 8.8" x 5.5" Aluminum Plate.	
h) The second step trim edging shall be yellow while the third step transition panel trim edging shall be black.	
i) The Rear Wheel Well Trim Edging shall be black.	
j) The Settee Kick Panel Covering shall match the floor covering metal.	
4.19.2 Flooring cement or adhesives shall be specifically designed for use with floor covering material.	
4.20 FRONT DOOR	
4.20.1 Front entrance door shall be of the slide glide type, with a minimum height of eighty inches (80") and a minimum opening of thirty-four inches (34") glazed in both upper and lower sections of each leaf without sensitive edge.	

4.0 BODY (Continued)

4.20.2 Front Door Release Control - The Front Door Release Control shall have a Dump Valve at the Door Header with Breakout Glass Accessories.

4.20.3 Door Handles, Air Release Valve, Interlock & Operation – The Door Handles shall be straight, Yellow Powder Coated and Diagonally Mounted. The Front Door Air Release Valve shall be a Lever Air Dump Valve. The Front Door Interlock & Operation shall only allow the Door to Open at Stop, (interlock at or below 3 MPH).

4.21 REAR DOOR

4.21.1 Rear exit door shall be of the spring close with a minimum opening of eighty inches (80") by thirty-four (34") wide, between door panels, glazed in the upper of each leaf and equipped with Straight Stainless Steel Handles. The rear door shall be equipped with a sensitive edge with Sensitive Edge Alarm Programming that is activated in the Closed Door Position only. The Door Header Motor shall be air open/spring closed. The driver shall have full control of the Door Activation and have a Rear Door Closing Delay Time of at least "2" Seconds.

4.22 FRONT AND REAR DOORS- CONSTRUCTION

4.22.1 Meeting edges on all doors shall be equipped with a flexible soft rubber-cushion at least two inches (2") in width. Doors are glazed with laminated safety glass. Hinge pins are locked in position to prevent longitudinal movement of pins.

4.23 FRONT AND REAR DOOR CONTROLS

4.23.1 Entrance door mechanism is pneumatically operated and controlled by suitable controls located at the operator's position.

4.23.2 Rear exit door is interlocked with rear brakes in such a manner that brakes are set when the door is unlocked. It is impossible to accelerate engine when the rear doors are unlocked.

4.23.3 Doors are controlled by the driver 5 position control without a lighted removable handle.

4.0 BODY (Continued)

4.23.4 Rear exit door wiring control system complies with safety standards for push-type door.

4.23.5 Rear exit door is equipped so that a passenger in case of emergency can quickly open it. The lever is enclosed in the door compartment with a decal for instructions applied to the door.

4.23.6 Exit door green light fixture is supplied with two lamps wired in parallel. It is located over door opening.

4.24 Windshield

4.24.1 Windshield shall be a two-piece glazed with one-quarter inch (1/4") tinted safety float single density laminated glass with a density of tint in accordance with A.S.A. standard for tinted safety glass. Windshield is designed and constructed to minimize glare from light sources outside and inside the bus and.

4.25 Two (2) Driver's Auxiliary Fans

4.25.1 Driver's auxiliary fans shall be mounted on the dash with two (2) independent switch on driver dash.

4.26 DRIVER'S WINDOW

4.26.1 Driver's window shall be glazed with one-quarter inch (1/4") safety float single density laminated glass. It shall be constructed so that it may be easily adjusted with one (I) hand operation. It shall be of two (2) piece design with two (2) half sections sliding horizontally with adjustable catches.

4.27 SIDE WINDOWS

4.27.1 Side windows shall be Atwood (Excel). The upper section minimum six inches (6") in height, is hinged at bottom and opening inward at top. Hinges are of aluminum or stainless steel material with liquid or gas filled assists or props. A positive locking device holds the upper part of the first right hand window where the side destination sign is located, is glazed with minimum one-quarter inch (1/4") thick safety glass. Glazing in the sash is easily replaced without removing the sash from the bus.

4.0 BODY (Continued)

4.27.2 A positive lock emergency latch meeting PMVSS217 regulations shall be furnished on each window frame. Each window has a permanent decal describing emergency window operation procedures in English.

4.27.3 Color of glazing material in all side windows provides 28% gray light transmissivity. The upper portion of the destination window is clear.

4.28 PASSENGER SEATS

4.28.1 Transportation Seating, Inc. (TSI) Model 1111 or American 6468 ADB (Cantilevered Design), molded fiberglass, using the sheet molding compound (SMC) method. Seat must meet all tests as outlined in the UMTA White Book specifications for strength, safety, durability, energy, absorption, and comfort as well as meeting the flammability requirements set forth in FMVSS, Section 302.

a) Frame – To be constructed on one in square carbon steel tubing, jig welded to withstand strength test outlined in White Book specifications for cantilevered seats.

b) Shell – Molded of SMC in matched metal molds with recess in back and cushion to accept interchangeable inserts.
Shell surface to be smooth, non-porous to provide vandal resistance.
Color to be Medium Blue 0240.

c) Inserts – Super Tough – Fabric glued directly to steel pan. This non-padded insert is less likely to be damaged from slashing or cutting that may occur in the transit environment. Fabric: HOLDSWORTH ZZ/W 23827.

4.28.2 The seat back shroud shall be of thermoformed plastic and the seat grab rail color shall be 980 gray.

4.28.3 The seat bottom shall require a drain hole.

4.28.4 A settee hinge is required as well as a remote release. The passenger seat remote release type shall be a Q'Straint Pull Handle Lever or approved equal.

Bidder's Response:

<u>CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:</u> <u>35 FT. DIESEL TRANSIT BUS</u>

BID SPECIFICATIONS

4.0 BODY (Continued)

4.28.5 Passenger vertical stanchions shall be stainless steel and will be based on the seating layout. Both front streetside and curbside wheel well vertical stanchions shall also be stainless steel.

4.29 DRIVER'S SEAT

4.29.1 Driver's seat shall be USSC Model9100 ALX3.

4.29.2 The Seat Slide & Control shall have 6.25 Air Release, Wedge Riser.

4.29.3 A vinyl headrest in a matching seat cover is required.

4.29.4 The seat shall have an Air Lumbar.

4.29.5 The Seat Belt and Seat Controls shall have a three point Orange Shoulder Non Detachable "Push Nut".

4.29.6 The seat shall consist of polyurethane foam.

4.29.7 The seat back requires a back shell.

4.29.8 The seat material & color shall be a black fabric.

4.29.9 The seat boxing material & color shall consist of black vinyl.

4.29.10 The seat will have a seat arm rest on the curbside only.

4.30 MODESTY PANELS

4.30.1 A melamine modesty panel shall be provided at the rear of the front and rear doors between the stanchion at the rear inside comer of the rear door and side of the bus, and between the floor and the horizontal hand rail extending across the rear of the door.

4.30.2 Panels shall be constructed of melamine supported with a stainless steel frame.

4.30.3. Rear door modesty panel shall be within three inches (3") above floor level.

BID SPECIFICATIONS

4.0 BODY (Continued)

4.31 GRABRAILS AND STANCHIONS

4.31.1 Bus shall be adequately equipped with yellow powder coated grab rails at entrance and stainless steel exit doors. All stanchions shall be rigidly supported.

4.32 DRIVER'S PARTITION

4.32.1 A wrap around driver's petition of fiberglass-reinforced plastic shall be provided. It extends vertically from top of the wheel well to the ceiling panel, black in color.

4.32.2 A hinged Plexiglas aisle side panel shall be installed to the driver's barrier.

4.32.3 An aluminum storage compartment shall be mounted near the front street-side wheelhouse behind the driver seat. The compartment shall be painted with polyurethane enamel in a color selected by ATRANS to complement the interior of the vehicle. The compartment shall be rigid mounted to prevent vibration and noise. The compartment shall be utilized by the driver to store their personnel items (e.g. hat, lunch, manuals, timetables etc.) and service manuals.

4.33 INSIDE REAR VIEW MIRRORS

4.33.1 Buses are equipped with two (2) inside rear view mirrors.

4.33.2 Center rear view mirror above windshield is four inches (4") by sixteen inches (16").

4.33.3 The right windshield header mirror is a six-inch (6") round.

4.33.4 The four-inch (4") by sixteen-inch (16") mirror is located so as not to interfere with passengers.

4.34 EXTERIOR MIRRORS

4.34.1 Buses shall be equipped with one two-piece B & R 9 X 11 flat and convex mirror on both the roadside and curbside of the bus. Remote and heat is required on both glazing's on the curbside and heated is required on both glazing's on the roadside.

Bidder's Response

BID SPECIFICATIONS

4.0 BODY (Continued)

<u>Bidder's Response:</u>

4.35 VISOR

4.35.1 Dual 1/2 mesh and 1/2 solid New View sun shades shall be provided at the driver side window and street side windshield.

4.36 PAINTING AND DECALS

4.36.1 Color - One color, two passes using DuPont Imron 735085-EX white.

5.0 HEATING AND VENTILATION

5.1 HEATING SYSTEM

5.1.1 The heating and a/c system shall be rear mounted only.

5.1.2 Thermo King Intelligaire III heating system capacity is 90,000 BTU/HR.

5.1.3 The heating system delivers air through overhead ducts into interior of bus by means of electric motor-driven blowers. Ducts direct air over the surface of the bus side windows. There are no objectionable drafts on passenger or driver.

5.1.4 A separate 47,000 BTU/HR hot water heater with blower shall be installed provide ample heat and air for the driver's compartment and windshield. Operator's heater and blower have individual controls to permit their use at any season of the year for windshield defrosting. These controls are within easy reach of operator. Long life motors shall be provided.

5.1.5 All heater water lines and heater cores shall be of heavy-duty copper except where shock absorbing or flex lines are required. All core assembly joints shall be soldered. Heater control valves shall be readily accessible and the heating system circulating pump shall be located in the engine compartment.

BID SPECIFICATIONS

5.0 HEATING AND VENTILATION

5.1.6 Heater and Blower Motors - All blowers required for the heating and ventilating systems shall be balanced statically and dynamically. All motors required for these blowers shall be heavy-duty type.

5.1.7 Water Pump- The heater circulating water pump shall have minimum capacity of fifteen (15) gallons per minute.

5.1 ACCESS RAMP

5.2.1 A wheelchair ramp shall be provided at the entrance door, Lift-U LU 18 Dual Mode Front Door Ramp Only. The ramp shall have a minimum width of thirty- one inches (31") and meets all A.D.A. requirements. When stowed the front step height is 15". The ramp can be operated by the driver from the seated position. In case of malfunction, the ramp can be stowed manually. ADA Compliance Requirement on seating shall include two positions; 1 street side and 1 curbside. The wheelchair restraint requirement shall be H-Sliding ARM on both street side and curb side. The restraint manufacturer shall be Q'Straint.

5.2.3 A fourteen inch (14") ADA Area Sidewall Assist shall be provided per seat layout. A Passenger Stop Request Audio/Visual Indicator System is required. W/C Position Passenger Signals shall be on the bottom of both the street side and curbside Flip-up Seats and shall be a minimum of 3.5 x 7.

5.3 KNEELING

5.3.1 A driver-actuated kneeling device lowers the bus during loading and unloading operations regardless of load to the floor height of twelve inches (12") measured at the longitudinal centerline of the front door. Brake and throttle interlock will prevent movement when the bus is kneeled. The bus is capable of kneeling in a minimum of 1.5 seconds and maximum of 2.5 seconds from the time the control is actuated. After kneeling, the bus will rise within two (2) seconds to a height permitting the bus to resume service and will rise to the correct operating height within five (5) seconds. During the lowering and raising operation, the maximum acceleration will not exceed 0.2g and the jerk will not exceed 0.3g/sec., measured on the front door step tread. Indicator mounted on the instrument panel will be illuminated during the kneeling operation and will remain illuminated until the bus is raised to a height adequate

BID SPECIFICATIONS

5.3 KN	EELING (Continued)	<u>Bidder's Response</u> :
	for safe street travel.	
	5.3.2 An audible alarm shall sound when bus is in either its upward or downward kneeling sequence.	
5.4 AIF	R CONDITIONING	
	5.4.1 A complete Thermo King Intelligaire III air conditioning system of normal ten (10) ton capacity, and evaporator and condenser motors shall be brushless. R134A Freon refrigerant shall be provided. Distribution of cooled air is through common ducting described under heating system.	
	5.4.2 The A/C unit shall be a T14 System with a compressor model X426 cycling clutch operation type and design that will provide trouble-free service. The compressor is driven by v-belts directly.	
	5.4.3 Operator Control InteligAir installed in Bus Operator Compartment.	
6.0 VO	ICE ANNUNCIATOR	
	6.1 Talking Bus	
7.0 VII	DEO SURVEILLANCE SYSTEM	
	7.1 An Apollo HD digital system with 5 color cameras shall be provided. The system shall have a 1 TB Hard Drive capable of operating up to 10 cameras.	
8.0 FIR	RST AID KIT	
	13.0.1 Vendor shall provide a complete (10 unit) first aid kit in each vehicle.	
9.0 TH	RAINING	
	a) Along with the purchase of new buses, it is ATRANS' requirements to have the manufacturer provide an appropriate program of instruction targeted to the operator, servicing, and maintenance personnel. This will be accomplished through a combination of Agency on-site and contractor and/or supplier	

BID SPECIFICATIONS

9.0 TRAINING (Continued)

site training.

b) All training instructors shall be competent to teach the course area they are instructing. Further, all instructors shall speak English and have a complete understanding of the English language. If the instructor or vendor presenter lacks the skill or knowledge to provide instruction, or cannot communicate with the students, ATRANS reserves the right to request that the instructor be replaced and the area of training be repeated.

c) All Training will be priced as an option and separately from the base bus price.

10.0 MAINTENANCE ORIENTATION

10.0.1 The Contractor shall provide an 8 hour course of instruction or ATRANS Maintenance personnel on Vehicle Servicing. Class size is not to exceed 10 employees per session. At minimum, the course shall cover the following areas:

*Chassis, Suspension, Steering, Axles, Brakes Air, Body, Doors, Electrical, Engine, Fuel, Transmission, HVAC, Fire Suppression, Towing/ Jacking.

11.0 TECHNICAL TRAINING

11.0.1 The contractor shall provide a structured program of technical training which will consist of specific and identifiably separate curriculum for each subject area. Each subject area training session shall be between eight (8) and forty (40) classroom/hands-on hours based on subject area, with class size being no more than (10) participants. The training will be delivered at the ATRANS location on a schedule coordinated by the ATRANS training department and the contractor.

*The following subject areas will be offered:

Body and Chassis, Suspension and Steering, Electrical and Electronics, Air and Brake system, HVAC/Climate Controls, Engine, Transmission, Wheelchair ramp system, Destination Signs, Doors, Axles and Tires, Hybrid Drive, CNG fuel system, and Fire Suppression.

<u>Bidder's Response:</u>

BID SPECIFICATIONS

11.0 TECHNICAL TRAINING (Continued)

The technical training shall be delivered on a schedule coordinated between the ATRANS training department and the contractor. The subject area of sessions to be provided will be negotiated between the ATRANS training personnel and the Contractor, with the base requirement being 96 hours.

12.0 OEM TRAINING

10.1.1 The contractor shall provide two (2) class slots at the manufacturer's suppliers training facility for technical instruction course on the operation, diagnostics, trouble-

shooting, repair, and servicing of the below listed areas:

1. Engine

2. Transmission

13.0 WARRANTY

* Warranties in this document are in addition to any statutory remedies or warranties imposed on the Supplier. The Supplier is individually and totally responsible to ATRANS for all warranty claims. Consistent with this requirement, the Supplier warrants and guarantees to ATRANS each complete Bus, including sub-systems and components as follows:

13.1 One (1) year / 50, 000 miles on parts and labor, whichever comes first. All warranties stated in this section apply, whichever comes first on coverage expiration.

14.0 SUB-SYSTEMS AND COMPONENTS

14.1 Engine - Two (2) year / unlimited miles warranty coverage on parts and labor.

14.2 As an option, the cost for Five (5) year / 300,000 will be made available and priced separately.

14.3 Transmission - two (2) year / unlimited miles warranty coverage on parts and labor.

14.4 As an option, the cost for Five (5) year / 300,000 will be made available and priced separately.

	BID SPECIFICATIONS	
14.0	SUB-SYSTEMS AND COMPONENTS (Continued)	<u>Bidder's Response</u> :
	14.5 Differential - two (2) years / unlimited miles warranty coverage on parts and labor.	
15.0	HVAC	
	15.1 Three (3) years / unlimited miles warranty on parts and labor.	
	15.2 Basic body structure - three (3) year / unlimited miles warranty on parts and labor.	
16.0	STRUCTURE/BODY INTEGRITY:	
	Seven (7) year unlimited miles warranty on parts and labor.	
	16.1 Exterior Paint:	
	16.2 Three (3) year unlimited miles warranty on parts.	
17.0	SUB-FLOORING AND RUBBER FLOORING:	
	17.1 Twelve (12) year unlimited miles warranty on parts and labor.	
	17.2 All other components, sub-systems or appurtenances are to carry the manufacturer's basic warranty, but in no event will any warranty be less than one (1) year on parts and labor.	
	17.3 All warranty dates will start from the in-service date of each Bus received.	
18.0	VOIDING OF WARRANTY	
	18.1 The warranty shall not apply to any part or component of the Bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to adversely affect its performance or reliability, except insofar as such repairs were made in accordance with the Supplier's maintenance manuals and the workmanship was	

in accordance with recognized standards of the industry.

BID SPECIFICATIONS

18.0 WARRANTY (Continued)

18.2 EXCEPTIONS TO WARRANTY

18.2.1 The warranty shall not apply to scheduled maintenance items such as filters. Consumable items are only fuel, oil and lubricants. Items with progressive wear characteristics such as belts, wiper blades, etc. are not excluded from warranty and should not be of poor quality that requires frequent change. The warranty shall not apply to tires, nor to any items furnished by ATRANS, such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part, component, or design for which the Supplier is responsible.

18.3 FLEET DEFECTS

18.3.1 A fleet defect is defined as the failure of identical items or sub-systems covered by the warranties of this contract, in proportion to the total number of buses delivered.

18.4 SCOPE OF FLEET DEFECT PROVISIONS

18.4.1 The Supplier shall promptly, upon notification, correct all fleet defects as defined above and undertake a work program designed to prevent the occurrence and reoccurrence of the same defect in all Buses purchased under this contract. Detailed instructions for any work program must be submitted to ATRANS, in writing, before any work commences.

18.4.2 The warranty on repairs to items or sub-systems determined to be fleet defects shall be extended for one year or 50,000 miles to assure the corrections made are not a temporary fix, beginning on the repair/replacement date for the correction on the last Bus in the fleet covered by the warranty of this contract. If the fleet defect failure reoccurs during this period the fleet defect status will again be applied until there is no reoccurrence. If the Supplier does not start the work program within thirty (30) calendar days after being notified of the fleet defect, ATRANS reserves the right to start the repairs unless the Supplier has an understanding with ATRANS Warranty Department that thirty (30 calendar days is not sufficient and an agreement has been made on the time frame. Fleet defect work performed by ATRANS, 365 will be charged back to the Supplier at the labor rate of \$45.00 per hour.

BID SPECIFICATIONS

18.0 WARRANTY (Continued)

18.4.3 The supplier shall be totally responsible for the correction of all fleet defects. ATRANS will make the bus available to the Supplier or Supplier's representative upon timely notice.

19.0 QUALITY ASSURANCE

*** INSPECTIONS, TESTING AND ACCEPTANCE

In order to assess the Contractor's compliance with the Technical Specifications, the Agency and the Contractor shall, at the Pre-Production Meeting, jointly develop a configuration and performance review document for the first production run. This document shall include appropriate performance standards for each test that is being required and the document shall become part of the official record of the pre-production meeting.

During Production, the Agency's Representative shall at all times have access to the Work, the Contractor and, through the Contractor, its Suppliers. The Contractor and its Suppliers shall furnish every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements of the Contract Documents. All Work done shall be subject to the Agency Representative's inspection and approval in accordance with the approved Work products developed as a result of the Contract Documents.

When requested by the Agency, the Contractor shall cause first article inspections to be conducted. A first article inspection may include both a physical configuration inspection and a functional demonstration. First article inspections shall be conducted at the Contractor or Subcontractor's facility. The Contractor shall furnish to the Agency prior to each first article inspection a written inspection and demonstration plan for each item for review. 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 other Contract documents. The results of each first article inspection shall be documented by the Contractor in a format deemed acceptable by the Agency, and all documents relating to the inspection shall be forwarded to the Agency.

Pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the Contractor's formal Quality Assurance Program; the Agency shall authorize release of the bus upon review of the results of the pre-delivery tests and inspections.

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the Agency tests defined in "Post-Delivery Tests." If the bus passes these tests or if the Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the Agency occurs on the 15th day after delivery. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Non-acceptance" have been carried out and the bus retested until it passes. Acceptance occurs earlier if the Agency notifies the Contractor of early acceptance or places the bus in revenue service.

BID SPECIFICATIONS

The Agency shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery." Prior to this delivery, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery 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 Agency with the bus. If the bus is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

Adequate documents for registering the bus in Louisiana shall be provided to the Agency not less than 10 business days before delivery to the Agency. Upon acceptance of each bus, the Contractor warrants that the title shall pass to the Agency free and clear of all encumbrances.

Required Certification

BUS TESTING CERTIFICATE OF COMPLIANCE

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323 (c) and FTA's implementing regulation at 49 C.F.R. 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). 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 offer. If the configuration or components are not identical, the manufacturer shall provide with its offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

2. _____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1998, and is currently being produced without a major change in configuration or components), and submits with this offer 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 ATRANS 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 C.F.R. Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

Date:	
Signature:	
Title:	
Company Name:	

Affidavit of Non-Collusion

Required Certification

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on behalf (if the bidder is a corporation);

2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

3. That the contents of the bid have not been communicated by the bidder or it's employees or agents to any person not an employee or agent of the bidder or it's surety or any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Company/Firm Name		
Address (City, State, Zip)		
Authorized by:		
Signature:		
Title:		
Date:		
Subscribed and sworn to me this	day of	, 20

Notary Public

My commission expires ______, 20_____

BID BOND

That we, the undersigned, ______, as Principal (Bidder), and _______as Surety, are hereby held and firmly bound unto Capital Area Transit System and Parish of East Baton Rouge as Owner, in the penal sum of give percent (5%) of the amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for:

Diesel Transit Bus (35 ft) - Solicitation # - DieselBus-009

NOW THEREFORE,

a) If said Bid shall be rejected, or in the alternative,

b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perfect the Agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, Said Principal and Surety have hereunto set their hands and seals this

day of	, 20
PRINCIPAL (BIDDER)	SURETY
(Address)	(Address)
By:	

(Typed Name and Title)

PRICE PAGE

Base Bus Price

Item #	Quantity	U/M	Commodity	Unit Price	Total Price
1	1	Each	35-ft Diesel Transit Bus		

Optional Five (5) year/300,000 mile warranty on Engine

Item #	Quantity	U/M	Commodity	Unit Price	Total Price
2	1	Each	5-year/300,000 mile warranty on Engine		

Optional Five (5) year/300,000 mile warranty on Transmission

Item #	Quantity	U/M	Commodity	Unit Price	Total Price
3	1	Each	5-year/300,000 mile warranty on Transmission		

Training to be priced separately from base bus price

]	[tem #	Quantity	U/M	Commodity	Unit Price	Total Price
	4	1	Each	Manufacturer Training per Section 19.0 of ITB		

NOTE: Award will be evaluated on Item 1 only. Options may or may not be purchased with each order during the period of delivery on all buses.

Bid price for 35-ft Diesel Bus, new and unused, complete unit ready for use, delivered F.O.B., freight pre-paid, as per the bid specifications:

Man	ufactur	er's	Brand	Name:
TAT	uractur	U B	Dianu	1 vanic.

_____ Model No.:_____

SAMPLE ONLY - DO NOT COMPLETE AT THIS TIME

Vehicle / Equipment Information Sheet

(To be completed by vendor prior to delivery of vehicles and/or equipment to the City of Alexandria Motor Pool)

1.	Vehicle Year/Make:		
2.	Vehicle Model:	P	
3.	Keycodes: A:	B:	
4.	Wheelbase:		
5.	VIN #:		
6.	Odometer Readings:		Miles
7.			
8.	In-Service Date:		
9.	Engine Make:		
10.	Engine Model:		
11.			
12.	Transmission Make:		
13.	Transmission Model:		
14.	Transmission Oil Capacity:		Qts.
15.	Rear Axle Make:		
16.	Number of Rear Axles:		
17.	Rear Axle Oil Capacity:		Qts.
18.	Rear Axle Weight Capacity:		Lbs.
19.	Front Axle Make:		
20.	Front Axle Weight Capacity:		Lbs.
21.			
22.	Wheel Size:		
23.	Tire Size/Ply (Front):		
24.	Tire Size/Ply (Back):		
25.	Tire Size/Ply (Spare):		
26.	Total Tire Count:		
27.	Lugs Per Wheel:		
28.	Alternator:		
29.	Battery (Each):	AH	CCA
30.	Brakes (Type):		
31.	Steering (Type):		
32.	Fuel Capacity (Total):		
33.	EPA Fuel Rating:	City	Hwy.
34.	Special Body Make:		
35.	Special Body Model:		
36.	Other Special Equipment (List):		
37.			
38.	Purchase Order Number:		
39.	Service Recommendation:		Miles
40.			
41.	Warranty Manuals on Vehicle & Oth	er Components:	
42.	Shop Manuals / Line Sheet:		
43.	Additional Filters (As Specified):		
44.	(Trailer Only) Length:	Width:Height:	
45.	(Trailer Only) Hitch Type:		

Bid Specifications

Warranty Emplacement/Service Site:

Please list your <u>factory authorized</u> warranty emplacement or service site below.

Company Name:	
Street Address:	City/State/Zip:
Phone No.:	Fax No.:
Attention:	Title:

Bidder Information:

Company Name:	
Address:	
City/State/Zip:	
Telephone #: ()	
Authorized Printed Name and Title:	
Authorized Signature:	

(Per LA R.S. 38:2212(A)(c)(i) - See General Conditions Item #22, Page 4 of these bid specifications.)