Operations

Output

OUTPUT NAME	WIRE#	VOLTAGE	LOCATION	DESCRIPTION
B1-O01				
B1-O02			B1-D01, R 0	DOOR MOTOR CLOSE
B1-O03			B1-D01, R 4	SHIFT LOCK
B1-O04				
B1-O05				REAR LIGHTS
B1-O06			B1-D04, R 0	CHIME
B1-O07			B1-D02, R 0	ENTRY DOOR LIGHT
B1-O08			B1-D02, R 2	RAMP HEAT

Timer

NAME	TIMER TYPE	TIME	TIME OFF	DESCRIPTION
B1-T01	DELAY ON	1.60		HC STOP REQUEST TIME
B1-T02	TURN ON	1.60		WC CHIME TIME
B1-T03	FLASH	0.5	0.5	WC DING DING
B1-T04	TURN ON	0.6		STOP REQ CHIME TIMER

B2 – Slave Module (located in forward electrical compartment)

Input

mpat			
INPUT NAME	WIRE#	VOLTAGE	DESCRIPTION
B2-I01			SPARE
B2-I02			SPARE
B2-I03			SPARE
B2-I04			SPARE
B2-I05			SPARE
B2-I06			SPARE
B2-I07			DOOR AJAR LOCK

Output

OUTPUT NAME	WIRE#	VOLTAGE	LOCATION	DESCRIPTION
B2-O01				REVERSE SIGNAL
B2-O02			B2-D01, R 2	PASSENGER LIGHTS
B2-O03			B2-D01, R 4	EGRESS LIGHTS
B2-O04			B2-D01, R 6	DOOR MOTOR OPEN
B2-O05			B2-D01, R 9	STROBE LAMP
B2-O06				AISLE LIGHTS OPT
B2-O07			B2-D02, R 1	FAST IDLE LIGHT

Timer

NAME	TIMER TYPE	TIME	TIME OFF	DESCRIPTION
B2-T01	DELAY ON	10.00		10 SECOND DELAY
B2-T02	FLASH	300.00	300.00	FAST IDLE 5 MIN ON OFF FLASHER

Exterior

Because most functions and features are unchanged, the GM service manual should be reviewed in conjunction with this guide for location, proper operation, and service of these features. Reference to the GM Service Manual is REQUIRED for specific information on safety practices, cautions, and important information such as torque specifications.

Engine Compartment

There are two engine accesses on the General Motors Chassis - hood and interior doghouse.

- **Engine Oil Level**
- Transmission Oil Level
- **Engine Coolant Levels**
- Chassis Main Battery

Auxiliary Battery Compartment

The battery tray is a slide out style tray, constructed of powder coated steel on stainless steel rollers, and is in front of the passenger entry door.

Entrance Doors

- The Passenger door -dual panel, outward opening electrically operated with one full length window in each panel. For emergency situations, a manual door release control is provided over the top of the door and is designed to permit a simple -operation to override the electric door operator.
- Standard configuration of the passenger entry door will not allow the door to be opened when the vehicle is traveling faster than 2 mph for safety.

Windows

Passenger windows are located along both sides of the vehicle and consist of tinted safety glass windows retained within a clamp-type anodized aluminum frame.

Lighting

The exterior lighting system consists of headlights, turn indicators, clearance markers, stop lights, tail lights, backup lights, kneeling lights, and curb lights.

Exterior Door Toggle Switch

The vehicle shall be equipped with an Exterior Door Toggle Switch.

This switch is for the operator to open/close the passenger door from outside the bus, if needed.

Exterior Ramp Toggle Switch

The vehicle may be equipped with a Ramp Activation System that includes an Exterior Ramp Toggle Switch located to the right of the front entry door.

- This switch is for the operator to deploy the ramp from outside the bus, if needed.
- The Battery Disconnect Switch must be on and the bus ignition must be on for this switch to function.

Lifting Procedures

Lifting Procedures

Read this information first, before you attempt to raise the vehicle off the shop floor and set on jack stands. It is important that these instructions and the safety guidelines be closely followed.



DANGER

DO NOT use non-standard or makeshift lifting or blocking systems. These could result in the vehicle falling off the lifting or blocking equipment resulting in severe injury or death to working personnel.



DANGER

DO NOT allow individuals to board vehicle while it is supported solely by a raising device.



DANGER

DO NOT run engine or engage transmission while vehicle is on raising device.



DANGER

If left on the raising device for any length of time, ensure safety stands are placed under vehicle at the designated areas and that a filtered shop air supply is connected to vehicle. The auxiliary air supply will prevent suspension system leak down which causes the vehicle to sag and become imbalanced while on the safety stand.

Three methods for raising the vehicle for servicing are: lifting with wheel lifts, hoisting with floor hoists and jacking using a specific jacking attachment. These three systems are the only ones endorsed by this manual. All of the working procedures are based on using these systems:

1. Wheel Lift System

- a. Position wheel lift, centering each tire exactly between the lift forks. Make sure each tire is tightened up against the stop.
- b. Make sure all wheel lifts are sitting squarely on the floor. Also check that the lift forks at the drive wheels support only one (outside) drive wheel on each side of the drive axle.
- c. Determine that each tire is squarely seated in the lifting forks before raising. Ensure the wheel lift system is set up to simultaneously lift the four-wheel lift points.
- d. Always inspect above lift area, before raising vehicle to ensure that nothing will interfere with the procedure or cause damage to the vehicle.
- e. Release parking brake.
- f. Raise the vehicle high enough to provide adequate working clearance.
- g. Monitor the vehicle as it goes up to ensure that all four lifts operate, and the vehicle remains level.
- h. Position a jack stand squarely under each reinforced jacking point on the frame. Each jack stand must have a minimum weight bearing capacity of 12,000 lbs. (5,443 kg).

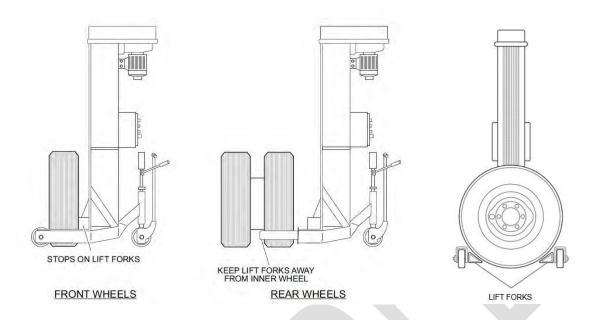


WARNING

At this point make sure each jack stand is precisely at the same height and is sitting completely level on the shop floor.

- Raise the contact pad of each jack stand until it positively seats in the jacking point.
- Slowly and carefully lower the wheel lifts until the weight of the vehicle is take up on the jack stands.

Lifting Procedures



Hoisting the Vehicle

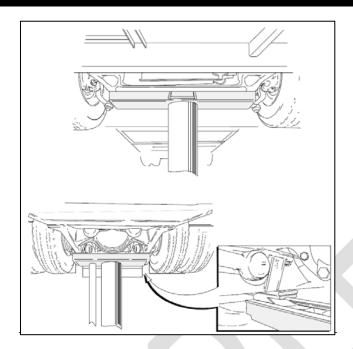
- a. Position vehicle over hoist and align hoist posts and adapter pads so these will contact the designated points.
- b. Note hoisting points:
 - i. At Rear hoist on suspension beams below axle.
 - ii. At Front hoist on hoisting points.
- c. Raise hoist posts just enough so that hoist adapter pads positively contact the axle hoist points.
- d. Release parking brake.
- e. Always inspect above hoist area, before raising the vehicle to ensure that nothing will interfere with the procedure or cause damage to the vehicle.
- f. Ensure that hoist adapter pads are still properly located, then raise vehicle.
- g. Raise front and rear of vehicle at the same rate, maintaining correct level always.
- h. Raise the vehicle high enough to provide adequate working clearance.
- Engage hoist safety locks. i.
- Position a jack stand squarely under each reinforced jacking point on the frame. Each jack stand must have a minimum weight bearing capacity of 12,000 lbs. (5,443 kg).



WARNING

At this point make sure each jack stand is precisely at the same height and is sitting completely level on the shop floor.

- k. Raise the contact pad of each jack stand until it positively seats in the jacking point.
- Slowly and carefully lower the center post hoists until the weight of the vehicle is taken up on the jack stands.



3. Jacking the Vehicle

- a. Apply the park brake.
- b. Place blocks behind the rear wheels.
- c. Locate the chassis lifting point.
- d. Using a 10" bottle jack on a stable, level surface, jack the vehicle as follows:
 - i. Position the bottle jack under the jacking lifting point.
 - ii. Raise the bottle jack to its maximum height.
 - iii. Place support blocks under the chassis tube assembly.
 - iv. Lower the bottle jack to rest the chassis tube assembly on the blocks.
- e. Lower the vehicle using the bottle jack as follows:
 - i. Position the bottle jack under the jacking lifting point.
 - ii. Raise the bottle jack to free the support blocks.
 - iii. Remove the support blocks.
 - iv. Lower and remove the bottle jack.

Vehicle Towing

Towing Safety

The operator of the towing vehicle is utimately responsible for safely securing and towing the vehicle. Ensure that the operator of the towing vehicle is aware of the safety requirements and towing procedures.

- Follow all State (Provincial in Canada) and local traffic regulations.
- A vehicle safety restraint system must be used that is independent of the primary lifting and towing attachments.
- All loose or protruding parts of a damaged vehicle should be secured prior to towing.
- Do not go under a vehicle which is being lifted by the towing equipment, unless the vehicle is adequately supported by safety stands or appropriate blocking.
- No towing operation should be attempted for any reason which jeopardizes the safety of the operator, wrecker, bystanders or other motorists.
- Do not exceed the recommended maximum speed of 35 mph (55 km/h) while towing.
- Reduce speed over uneven roads, railway tracks or other obstacles.
- Do not exceed the maximum front and minimum rear clearance specifications when the vehicle is raised.
- The vehicle being towed must have its steering secured with the wheels positioned straight ahead.
- If the vehicle being towed is not equipped with an electrical plug for operating the vehicle tail lights, a light bar must be placed at the rear bumper of the towed vehicle.

Towing Methods

GM recommends a flatbed tow truck to transport a disabled vehicle. Use ramps to help reduce approach angles, if necessary. A towed vehicle should have its drive wheels off the ground. Contact Roadside Assistance or a professional towing service if the disabled vehicle must be towed.

CAUTION



Incorrectly towing a disabled vehicle may cause damage. The damage would not be covered by the vehicle warranty. Do not lash or hook to suspension components. Use the proper straps around the tires to secure the vehicle. Do not drag a locked wheel/tire while loading the vehicle. Do not use a sling type lift to tow the vehicle. This could damage the vehicle

Diagnostic Tools

DIAGNOSTIC TOOLS			
Item	ARBOC Part #	Explanation	
I/O Controls Module	2006192	The IO Controls T2-MK-USB Module is a green interface	
With I/O Programming Kit	(Optional)	module and cable that connects between a special connector and a computer. The cable comes with several adapters and a CD ROM that includes two pieces of software that can be used by a technician. First, the software "Superdownload" may be used to install revised vehicle software code (obtained from ARBOC engineering) into a vehicle to update the control logic of the bus. Secondly, the software "RealTimeMonitor" may be used to connect to a running vehicle and observe the status of various inputs and outputs from the I/O Controls system. It can also be used to watch the logic program make decisions and activate outputs based on the status of the inputs. This can be helpful for diagnosing if a certain function is operating correctly or not, and whether there is an issue preventing the I/O Controls system from turning on or off a device, etc. No additional subscription or license is necessary for these programs. The software necessary to rewrite the vehicle control is not included in the package and is reserved for ARBOC Engineering.	

Preventative Maintenance

The end user is responsible for the performance of all scheduled maintenance as outlined in this preventive maintenance manual to maintain the vehicle warranty. ARBOC reserves the right to deny warranty coverage on claims due to lack of maintenance, misuse, abuse or neglect.

The maintenance intervals indicated in this manual are based upon average vehicle use and typical operating conditions. Unusual vehicle operating conditions, such as geographic environmental conditions, will require service at more frequent intervals. It is the customer's responsibility based upon experience with localized environmental conditions and local regulations to determine if more frequent intervals are required.

All the described maintenance operations must be performed by qualified personnel using standard shop practices. All replacement parts used for maintenance services or repairs must be OEM parts or parts with equivalent quality and performance. Use of inferior parts will void the warranty. Warranty claims in question must be supported by preventive maintenance records. For a full copy of the Warranty, see the Limited Warranty found in the Customer Link.

STANDARD WARRANTY COVERAGE: The basic components originally built, installed, or modified by ARBOC, in which a Customer does not get a choice in supplier option such as the windows, floor covering, suspension, interior ABS, stanchions, and electrical system including lights, switches and entry door are warranted free from defects in workmanship or materials for a period of 36 months or 50,000 miles, whichever occurs first. ANY ACTION FOR BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTIES OR FOR REVOCATION OF ACCEPTANCE MUST BE COMMENCED BY THE EARLIER OF 39 MONTHS AFTER THE ORIGINAL PURCHASER TAKES DELIVERY OF THE VEHICLE OR 3 MONTHS AFTER THE VEHICLE'S ODOMETER REACHES 50,000 MILES.

STRUCTURAL WARRANTY COVERAGE: The basic structural components originally built, installed, or modified by ARBOC, such as the exterior sidewall structure, rear wall structure, roof structure, floor structure, and chassis frame sections are warranted free from defects in workmanship or materials for a period of 60 months or 100,000 miles, whichever occurs first. ANY ACTION FOR BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTIES OR FOR REVOCATION OF ACCEPTANCE COVERING THE STRUCTURE MUST BE COMMENCED BY THE EARLIER OF 63 MONTHS AFTER THE ORIGINAL PURCHASER TAKES DELIVERY OF THE VEHICLE OR 3 MONTHS AFTER THE VEHICLE'S ODOMETER REACHES 100,000 MILES.

MANUFACTURER SUPPLIED COVERAGE: The optional accessories and/or components covered by separate manufacturer warranties and originally installed by ARBOC include, but are not limited to electronic components (alternators, batteries, TVs, radios, PA systems, destination signs, camera systems), air conditioning/heating (not related to chassis system), paint, wheelchair ramps, safety equipment, and seating equipment. Warranty terms on these items will be subject to separate manufacturer warranties and may be administrated separately by the component manufacturer.

Consumable maintenance items such as (but not limited to) lights, light bulbs, lamps, belts, bushings, and items with progressive wear characteristics, lubricants, fluids, filters, hoses, wiper blades and tires are not covered by warranty.

The transit authority is responsible for the performance of all scheduled maintenance as outlined in this preventive maintenance manual to maintain the vehicle warranty. For compliance to warranties covering the following equipment, refer to complete preventive maintenance intervals and procedures contained in the applicable vendor supplied information found in your Customer Link:

- A&M Systems: Door Mechanism
- Braun: Ramp
- HVAC (dependent upon option)

GM Preventative Maintenance

GM Preventative Maintenance Guide

The GM service manual should be reviewed in conjunction with this guide for location, proper operation, and service of these features. Reference to the GM Service Manual is REQUIRED for specific information on safety practices, cautions, and important information such as torque specifications.

Owner Checks and Services

- At each fuel stop, check the engine oil level
- Monthly
 - Check the tire inflation pressures
 - Inspect the tires for wear
 - Check the windshield washer fluid

Engine Oil Change

When the CHANGE ENGINE OIL SOON message displays, have the engine oil and filter changed within the next 600 miles/1,000 km. The engine oil and filter must be changed at least once a year and the oil life system must be reset. If the engine oil life system is reset accidentally, service the vehicle within 3,000 miles/5,000 km since the last service. Reset the oil life system when the oil is changed.

Power Take Off (PTO) and Extended Idle Use

When the vehicle is used with the PTO equipment or used in a way that requires extended idle time, one hour of use shall be deemed the same as 33 miles or 53 km.

Air Conditioning Desiccant (Replace Every Seven Years)

The air conditioning system requires maintenance every seven years. This service requires replacement of the desiccant to help the longevity and efficient operation of the air conditioning system.

Tire Rotation and Required Services (Every 7,500 miles/12,000 km)

Rotate the tires, if recommended for the vehicle, and perform the following services.

- Check engine oil level and oil life percentage. If needed, change engine oil and filter, and reset oil life system.
- Check engine coolant level.
- Check windshield washer fluid level.
- Check tire inflation pressures, including the spare.
- Inspect tire wear.
- Visually check for fluid leaks.
- Inspect engine air cleaner filter.
- Inspect brake system.
- Visually inspect steering, suspension, and chassis components for damage, including cracks or tears in the rubber boots, loose or missing parts, or signs of wear at least once a year.
- Inspect power steering for proper attachment, connections, binding, leaks, cracks, chafing,
- Visually inspect halfshafts and drive shafts for excessive wear, lubricant leaks, and/or damage
 including: tube dents or cracks, constant velocity joint or universal joint looseness, cracked or
 missing boots, loose or missing boot clamps, center bearing excessive looseness, loose or
 missing fasteners, and axle seal leaks.
- Check restraint system components.
- Visually inspect fuel system for damage or leaks.
- Visually inspect exhaust system and nearby heat shields for loose or damaged parts.
- Lubricate body components.
- Check starter switch.
- Check automatic transmission shift lock control function.
- Check ignition transmission lock.
- Check parking brake and automatic transmission park mechanism.
- Check accelerator pedal for damage, high effort, or binding. Replace if needed.
- Visually inspect gas strut for signs of wear, cracks, or other damage. Check the hold open ability
 of the strut. If the hold open is low, service the gas strut.

• Lubricate the steering linkage (greaseable joints). See Normal and Severe Maintenance Schedules.



Daily Preventative Maintenance

Exterior Check

- Wheels are undamaged and studs and nuts are secure.
- Tires correctly inflated.
- Vehicle is level.
- Exterior panels are undamaged.
- No fluid leaks exist under vehicle.
- No fluid leaks exist at axles.
- Power steering reservoir level is correct.
- Engine oil level is correct.
- Transmission fluid level is correct.
- Fuel tanks are full.

Operational Check

Start the vehicle and check the following for correct condition and operation:

- Instrument panel indicators.
- Turn signals.
- Mirror condition and adjustment.
- Window and windshield visibility.
- Windshield wipers and washer.
- Destination signs.
- Front and rear doors.
- Exit door sensitive edge.
- Wheelchair ramp.
- Interior and exterior lights.
- Steering column.
- · Headlights.
- Instrument panel gauges
- Brake pedal.
- · Parking brake.
- Accelerator.
- Transmission shift selector.

Wheelchair Ramp

Inspect the wheelchair ramp area for cleanliness on a regular basis depending on operating conditions. Exposure to salt, sand, or slush during the winter months may require inspection daily. Likewise, operating in gritty, dusty conditions during the summer months will require more frequent inspections. Clean any dirt or foreign matter from the ramp, hinge, and operating shaft areas. Inspect the recessed area between the floor and ramp for any accumulation of debris. Manually deploy and stow the ramp to check for smooth operation. Inspect hinge for binding or distortion. Repair or replace hinge as necessary.

- 1. Put Battery Disconnect Switch in the 'ON' position.
- 2. Enter the bus and start the engine.
- 3. Open entry door to a fully open position which will cause the interior lights to illuminate.
- 4. Set the park brake.
- 5. Deploy the ramp.
- 6. Stow the ramp.
- 7. Once the ramp is stowed, close the door(s) and release the park brake.

Daily Preventative Maintenance

Stop Request

- 1. Put Battery Disconnect Switch in the 'ON' position.
- 2. Enter the bus.
- 3. Start the bus.
 - a. For systems with the pull string stop request, pull down on each section of the string (between the eyelets), listen for the chime and look for the flashing sign, if installed. After each test, rest the system by fully opening and closing the main entry door to ensure proper operation of the stop request system
 - b. For systems with the push button stop request, push each button, listen for the chime and look for the flashing sign, if installed. The push button system will reset automatically. For the handicap stop request, these push buttons are located under the folding seats
- 4. Once the stop request test is completed, return the bus to normal operation.

Wheelchair Tie-Down & Occupant Restraints

- Check the retractors by pulling out the webbing to ensure they are locking properly
- Check to ensure webbing is not cut, frayed, damaged or contaminated by polishes, oils or chemicals
- Check that metal parts are not worn, broken or cracked
- Check pin connector bushings to ensure they are not cracked, broken or missing
- Check that all mounting hardware, such as bolt, nuts, etc. are secure
- Check floor anchorages to ensure cleanliness and securement
- Check shoulder belt anchorages for proper securement and operation
- Check lap and shoulder belt webbing to ensure it is not cut, frayed, damaged or contaminated with polishes, oils or chemicals
- Check buckles for damage and ensure proper operation
- · Check male buckle pin connector bushing to ensure it is not cracked, broken or missing
- Check any other parts of the securement system and accessories that may not be specifically indicated in this checklist, but are pertinent to a safe operational system

Floor Covering

Inspect the interior flooring for cleanliness on a regular basis depending on operating conditions. Exposure to salt, sand, or slush during the winter months may require inspection daily.



CAUTION

DO NOT clean the vehicle interior with pressure washing equipment. This type of cleaning causes excessive soaking of the floor covering and can result in separation of the rubber floor covering from the floor substrate, warping or deterioration of the floor substrate, and possible damage to floor mounted equipment such as floor heaters.

- Vacuum or sweep the floor area daily to remove surface soil before it becomes embedded in the rubber floor covering.
- Wash the floor using a mild detergent and a minimum amount of water to avoid soaking seams and edge areas.
- Visually inspect flooring for gouges, cracks, seam separation, lifting, or any other damage.

Weekly Preventative Maintenance

HVAC Systems Test

Perform a visual inspection of the HVAC system every month or 6,000 miles/9,600 km, whichever occurs first. Operate all systems periodically, especially during the off season. By operating the system weekly for short intervals (5 to 10 minutes) year-round, the internal parts of the compressor will remain lubricated. Off season operation also helps reduce compressor shaft seal leakage and allows early detection of refrigerant loss.

1

CAUTION

Prior to operating the compressor during winter months, you must warm up the vehicle interior to normal operating temperature of 60 to 76° F (5 to 21° C). Unless this precaution is taken, liquid refrigerant might be forced into the compressor, causing severe damage.

Monthly Preventative Maintenance

Fire Extinguisher

Inspect the fire extinguisher every month as follows:

- Ensure the fire extinguisher is securely mounted in its proper location.
- Check that the safety pin lock is installed.
- Ensure that the hose is in good condition and the nozzle is not obstructed.
- Confirm that the cylinder pressure indicated on the gauge is within the green operating range.



Quarterly Preventative Maintenance

Entry Door Limit Switches

- 1. Disengage the RED emergency exit handle.
- 2. Open the ABS plastic door above the RED emergency handle.
- 3. Grab the large silver rods on the back of the door header.
- 4. Push the rods as far as they will go towards the front and the rear of the bus.
- 5. Reengage the RED emergency handle while holding one of the bars in place.
- 6. Test the door operation for smooth operation.
- 7. With the doors fully open, deploy and stow the ramp to ensure the ramp does not strike the door.

Battery Disconnect Switch

- 1. With the bus not running, place the Master Body Switch in the 'ON' position.
- 2. Using a Multimeter, check that 12VDC voltage to ground is found on both sides of the switch.
- 3. Turn the Master Body Switch to the 'OFF' position.
- 4. Using a Multimeter, check that 12VDC voltage to ground if found on only one side of the switch.
- 5. Replace the Master Body Switch if any voltage is found on both sides of the switch in the 'OFF' position.

Battery Slide Trays

1. Clean and lubricate the battery slide trays.

Emergency Exits

- 1. With the bus turned off and the Battery Disconnect Switch in the 'OFF' position, release the RED Emergency handles on the window and push the window out.
- 2. Using a light soap and water mix on a clean washcloth, wipe down the rubber gasket/seal around the outside and inside of the window.
- 3. Using a clean washcloth and water mix re-wipe the rubber gasket/seal around the outside and inside of the window ensuring there is no soap left on the gasket/seal.
- 4. Leave the window open until the gasket/seal dries completely.
- 5. Using a light, inspect the gasket/seal for rips, tears, gouges etc.
- 6. Once the gasket/seal has been verified clean, close and re-latch the window.



Proposer's Capability and Experience

Responder Information

Creative Bus Sales, Inc. 14740 Ramona Avenue Chino, CA 91710 Stewart Picket | General Manager

Phone: 800.326.2877 Fax: 909.465.5529

Email: StewartP@CreativeBusSales.com

1. Background and Experience

Operating 18 full-service locations, Creative Bus Sales is the largest bus dealership in the United States representing over 20 major vehicle manufacturers. The Company's team of vehicle sales representatives possess over 560 years of cumulative vehicles sales experience, resulting in 5,000+ vehicles sold nationwide every year.

Creative Bus Sales is dedicated to servicing its customers at the highest possible level. Nationwide, the Company has in excess of 270 company operated service bays dedicated to pre-delivery inspections, warranty and service work. Green Alternative Systems (GAS), a division of Creative Bus Sales, has performed over 10,000 alternative fuel conversions (CNG, Propane, and Electric). Additionally, the Company is the only dealership in the nation to possess multiple Ford-certified, Qualified Vehicle Modifier (QVM) dealership locations.

Creative Bus Sales houses a dedicated customer service department to handle all pre- and postsales needs of its customers. The Company has a team of 25+ dedicated outside and inside parts sales representatives responsible for handling all customer parts needs. Creative Bus Sales currently holds multiple State Purchasing Contracts, a partial listing of contracts is shown below.

Nationwide Transit Contract Experience (a partial listing of significant projects)

•	Orange County Transit (OCTA)	Over 950 Paratransit Buses & Vans
•	City of Los Angeles (LADOT)	Over 500 Paratransit Buses
•	Caltrans/DGS	Over 5,000 Paratransit Buses & Vans
•	RTC Las Vegas	Over 400 Paratransit & Transit Buses
•	Access Services	Over 1,000 Paratransit Mini Vans
•	Dallas DART	Over 400 Paratransit Buses
•	Florida (FDOT)	Over 600 Paratransit Buses & Vans
•	GSA	Over 350 Paratransit Buses
•	Arizona Dept of Trans (ADOT)	Over 600 Paratransit Buses & Vans
•	North Carolina (NCDOT)	Over 600 Paratransit Buses & Vans
•	Texas (Multiple Contracts)	Over 1,200 Paratransit Buses & Vans
•	Washington (WSDOT)	Over 650 Paratransit Buses & Vans
•	Oregon (ODOT)	Over 300 Paratransit Buses & Vans
•	Oklahoma (Multiple Contracts)	Over 400 Paratransit Buses & Vans
•	New Mexico (NMDOT)	Over 450 Paratransit Buses & Vans



Pennsylvania (Penn DOT)

324 (Delivered) 114 (Backlog) Paratransit Buses & Vans

Creative Bus Sales currently holds transit contracts and/or services customers in the following states: WA, OR, CA, NV, ID, MT, WY, UT, CO, AZ, NM, KS, OK, TX, IL, IN, AR, LA, MS, AL, GA, FL, NC, SC, PA, TN, MD, and MA.

References

See attached Reference List

Customer Service Capabilities

Creative Bus Sales' service locations are located within the contract requirements of all recipient's locations. The Creative Care and Technical team are available to assist immediately as needed. The Company has the authority to deploy internal and factory personnel from any discipline including engineering, manufacturing, parts, service and management in response to a customer's needs. No delay in problem resolution due to out of state factory personnel availability is experienced. Swift and accurate resolutions to issues and needs are achieved through factory personnel directly reviewing issues, "first hand", as they are presented.

Creative Bus Sales has excellent relations with all major component manufacturers. The Company's Service Technicians and supervisory team are certified by John Deere, Cummins, A/C Carrier, MCC, Trans Air, Thermo King, Freedman Seating, Ricon, and Braun amongst many others. Service Technicians are graduates of the Automotive Technical College and many are Automotive Service Excellence (ASE) Master Technicians.

Creative Bus Sales' Parts and Service Department is dedicated solely to the service and support of commercial and transit buses and does not service any other type of equipment, school buses or trucks. Such focus ensures an unmatched level of competency in the industry. Technical assistance can be provided immediately during business hours by contacting Creative Bus Sales service technicians. Complete description of warranty policy and procedures can be provided upon award.

With over 5,000 units sold annually, Creative Bus Sales has the largest "fleet" of vehicles in service in the nation. This gives the Company the most vehicle performance data in the industry. The Company is exposed to issues with vehicles across the country in a variety of operating conditions. This data allows the Company to recognize issues well in advance of smaller dealers that do not service the volume of vehicles Creative Bus Sales does. This translates to quicker warranty approvals and repair execution for customers, as many times the Company has already seen the issue prior to receiving the call. Additionally, our technical support team has an information sharing process that communicates common issues and repairs, resulting in reduced troubleshooting times frames and quicker repairs. All of this allows the Company to get customer vehicles back up and running in the quickest manner possible, minimizing downtime for customers.



List of Centers

One call to our dedicated Creative Care team will initiate immediate warranty service and technical response. Creative Bus Sales is an authorized repair facility for all products represented. The Company has the authority to make on the spot decisions regarding warranty repairs and approvals. In addition to the Company operated facilities, local warranty repair facilities will be authorized to perform the required repair on an as needed basis. The Company has attached a list of local shops we currently have long standing relationships with. Our intent is to make all warranty and service as local as possible while providing the customer with the best possible service. Our team of certified technical advisors are available to assist with any necessary troubleshooting efforts. This ensures less downtown and a better overall experience to the end users.

Spare Parts and Inventory Levels

A critical part of the project is a quick response time to service assistance and parts supply. Creative Bus Sales operates dedicated parts warehousing operations with over 60,000 square feet of capacity and \$10,000,000 worth of inventory. The Company stocks significant parts supply at all its locations. In addition, the Company operates dedicated parts warehouses in Arizona, California, Florida, Indiana, Georgia, Pennsylvania, and Texas.

One call to our Parts Department will facilitate the end user's needs. With 25+ dedicated employees, Creative Bus Sales' Parts Department has over sixty years of cumulative experience in this field. Most parts can be shipped within twenty-four hours of order. Complete description of parts policy and procedures can be provided upon award.

Inspection procedures

Due to Creative Bus Sales' proximity to manufacturers locations, the Company has inspectors on site during vehicle builds. The Company has a team of inspectors located in Elkhart, Indiana that visits manufacturer facilities on an ongoing basis. This allows the Company to catch any potential issues during the build process, prior to customer receipt. Once completed at the manufacturer, vehicles are delivered to a Company location for additional inspection. In many cases these vehicles flow through Creative Bus Sales' Elkhart inspection facility immediately following completion. The Elkhart facility is over 50,000 square feet and processes deliveries of approximately 1,500 vehicles yearly. Any issues identified can be repaired in house or sent back to the manufacturer for repair. Next, vehicles are shipped to one of the Company's local facilities for final PDI (Pre-Delivery Inspection). This additional inspection allows the Company to catch any issues that may have occurred during the initial driving period of the vehicle. Any deficiency noted shall be repaired before delivery. All documents required under the contract shall be provided upon delivery or pickup. The Company inspection processes mentioned above are all in addition to any inspections performed by the manufacturer and/or line inspectors hired by the end user.



2. Key Personnel and Experience

Executive Management Team

- Tony Matijevich | President
- Terry McCrea | Chief Financial Officer
- TJ Matijevich | Vice President & General Manager
- Stewart Picket | General Manager
- Marcus Hoffman | Bid Manager
- Leo Lumbreras | Service Manager

3. Fiscal Responsibility

With a 40 year history, 18 locations nationwide, and 350+ employees, Creative Bus Sales has the necessary longevity and financial stability to service any contract of any size. Since 1980, the Company has grown to service customers in nearly every state in the U.S. More than 50% of the Company's facilities are owned facilities, not leased properties, with significant investment in renovations, equipment, and employees.

Creative Bus Sales has long standing relationships with vehicle floorplan providers and banking partners. Floorplan relationships go back 20+ years and the same goes for its banking relationships. The Company has achieved increased revenue, sales, and transaction growth year over year for the past 10+ years.

4. Delivery Performance

Creative Bus Sales prides itself on delivering vehicles on time with all specifications met. The Company has not paid liquidated damages on any transit contract in the past five (5) years. Please see supplemental spreadsheet titled "Delivery Performance" for a detailed delivery performance history.

5. Ownership History and Statement Regarding Judgements and Violations

Orginially founded in 1980 as Creative Transportation Systems (CTS), the Company was later renamed Creative Bus Sales in 1990. The current owner, Tony Matijevich, purchased the Company in 1993 and it has been family-owned and operated since. Prior to purchasing Creative Bus Sales, Tony was the President of ElDorado National, the largest manufacturer of small and mid-size buses in the nation at the time. Under the current leadership and vision, Creative Bus Sales has become the largest-volume small, mid and large-size bus and van dealership in the United States. Over the past 40 years, the Company has expanded its scope through a combination of dealer acquisitions and organic growth.

Creative Bus Sales was incorporated in the State of California in 1993 under the current ownership. Creative Bus Sales has had no judgments, litigation, licensing violations or other violations outstanding or resolved against it within the past five (5) years.



6. Additional Information

Creative Bus Sales Nationwide Locations:

- 1. Chino, CA
- 2. San Diego, CA
- 3. Sacramento, CA
- 4. Canby, OR
- 5. Mukilteo, WA
- 6. Murrysville, PA
- 7. Elkhart, IN
- 8. Jacksonville, FL
- 9. Davie, FL

- 10. Charlotte, NC
- 11. Atlanta, GA
- 12. Colorado Springs, CO
- 13. Albuquerque, NM
- 14. Phoenix. AZ
- 15. Irving, TX
- 16. Tyler, TX
- 17. Tulsa, OK
- 18. Springdale, AR

Preparer

Marcus Hoffman, Bid Manager for Creative Bus Sales, is the preparer of this proposal.

Flexible Scope

Creative Bus Sales is committed to flexibility in the products and services offered in the contract upon request by the State.

Independent Pricing

Creative Bus Sales certifies that in connection with this Contract the prices proposed have been arrived at without consultation, communication or agreement for the purpose of restricting competition.

Signer(s)

Each person signing this proposal and/or addenda is the person responsible for or authorized to make decisions as to the prices quoted in the cost proposal and has not participated and will not participate in any action contrary to those stated above.

Consent

If awarded a contract, Creative Bus Sales will not assign any part of its interest in the agreement without prior consent of the State.

Acceptance of Terms

Creative Bus Sales accepts the Contract Terms and Conditions.

Cutoff Dates

Creative Bus Sales agrees to comply with this section. Model year cutoffs are well communicated by the OEM's and chassis dealers alike. We generally receive 60 - 90 day notice and will notify the agency promptly.



Firms Name: Luzerne Central Transportation Authority (LCTA)

Contact Name: Vince Coviello Title: Director of Maintenance

Email Address: vcoviello@lctabus.com

Phone Number: 570-288-9356

Contract Dollar Amount: \$1,245,276.00 Project Completion Date: Ongoing

Description of Work with Customer: Between the years of 2018-2019 Luzerne Central Transportation Authority purchased 18 E450 StarTrans Cutaway Buses off of the PA/DGS Statewide Contract. Vince Coviello was directly involved in the procurement of all 18 buses and can also speak from experience on Creative Bus Sales service,

support, and sales.

Firms Name: Community Transit of Delaware County (CTDELCO)

Contact Name: Tom White
Title: Director of Maintenance
Email Address: twhite@ctdelco.org
Phone Number: 610-209-1686

Contract Dollar Amount: \$870,732.00 Project Completion Date: Ongoing

Description of Work with Customer: Between the years of 2018-2019 Community Transit of Delaware County worked with creative bus sales to create a new floorplan designed to facilitate 6 wheelchair passengers. After the design was complete 18 E450 StarTrans Cutaway Buses off the PA/DGS Statewide Contract. Tom White was directly involved in the procurement of all 12 buses and can also speak from experience on Creative Bus Sales service, support, and sales.



Firms Name: King County Metro Transit

Contact Name: Larry Moore Title: Transit Planner III

Email Address: larry.moore@kingcounty.gov

Phone Number: 206-391-0601

Contract Dollar Amount: \$10M - \$12M Annually

Project Completion Date: Ongoing

Description of Work with Customer: King County purchases all of their paratransit medium duty, light duty, and minivan vehicles from Creative Bus Sales. We work with

four different divisions within the county. Larry's programs include Dial a Ride,

Community Connections, and deviated fixed route services.

Firms Name: North Carolina Department of Transportation (NCDOT)

Contact Name: Samantha Bryant Green

Title: Procurement Specialist

Email Address: slbryant3@ncdot.gov

Phone Number: 919-707-4676

Contract Dollar Amount: \$3,367,182.00

Project Completion Date: September 27, 2020

Description of Work with Customer: Between the years 2016-2019, North Carolina agencies purchased 415 Ford Transit Vans off the state contract. Samantha Green has been directly involved in the procurement of all the vans and can also speak from

experience on Creative Bus Sales service, support, and sales.



Firms Name: CARTS

Contact Name: Dave Marsh Title: General Manager

Email Address: Dave@ridecarts.com

Phone Number: 512-478-7433

Contract Dollar Amount: \$3,560,148.00 Project Completion Date: 2/18/2018

Description of Work with Customer: Build and deliver 36 Elkhart Coach Paratransit buses in 2017-2018. These buses were ordered off the State of Texas TX Smart Buy contract.

The buses are used for rural transit service in the areas around Austin, TX.

Firms Name: LA DOTD

Contact Name: Warren Morgan

Title: Fleet and Asset Manager State of Louisiana

Email Address: Warren.Morgan@LA.Gov

Phone Number: 225-379-3056

Contract Dollar Amount: \$18,000,000.00 Project Completion Date: December 2019

Description of Work with Customer: The LADOT contract started in February of 2017. We have currently delivered 225 Elkhart Coach buses, 90 Braun Entervans, and 10 Champion E450 Low Floor buses. LADOT anticipates a new order of 35 Braun Entervans and 60 Elkhart Coach buses this fall. The current contract will expire at the end of 2019.



Firms Name: Morongo Basin Transit Authority / CalACT Purchasing Cooperative

Contact Name: Joe Meer

Title: Director of Procurements
Email Address: joe@mbtabus.com
Phone Number: 760.285.3479

Contract Dollar Amount: \$380,000,000.00 Project Completion Date: Ongoing since 2012

Description of Work with Customer: Deliver all styles of transit buses to transit agencies in California. Morongo Basin Transit Authority / CalACT developed a purchasing cooperative providing menu style bid contract for all California agencies to use. To date, we have

delivered over 3600 buses in California utilizing this cooperative.

Firms Name: Arizona Department of Transportation

Contact Name: Jill Dusenberry Title: Transit Program Manager

Email Address: <u>jdusenberry@azdot.gov</u>

Phone Number: 602-712-8243

Contract Dollar Amount: \$3-5M Annually

Project Completion Date: Ongoing

Description of Work with Customer: CBS has held the State of Arizona contract for 35+

years. Annually ADOT purchases 25-50 vehicles from CBS for their 5311 & 5310

programs.



Firms Name: City of Phoenix (Transit)

Contact Name: Wendy Miller Title: Transit Program Manager

Email Address: wendy.miller@phoneix.gov

Phone Number: 602-262-4077

Contract Dollar Amount: \$3-5M Annually

Project Completion Date: Ongoing

Description of Work with Customer: Since 2014 CBS has delivered vehicles to City of Phoenix Transit System with their 5310 service vehicles. 2014 was the start of the MPO (City of Phoenix) operating their 5310 programs away from the State. Annually the City

of Phoenix purchases 40-100 vehicles from CBS.

Firms Name: Northern Area Multi Service Center (NAMS)

Contact Name: Kurt Meier Title: Chief Executive Officer

Email Address: Kurt.Meier@namsc.com

Phone Number: (412) 951-9943 Contract Dollar Amount: \$1,921,180 Project Completion Date: On going

Description of Work with Customer: From 2017 to 2019, NAMS has completed three separate purchases of 10 vehicles each with Creative Bus Sales. Kurt would be able to attest to the level of collaboration he has experienced while working with the CBS team. As their first 10 buses were first article productions for the narrow body buses, NAMS and CBS were able to identify and work through various details and issues that have led to numerous product and process improvements. These improvements were implemented as standard practice for all buses that followed on the PA DGS Paratransit contract. For this reason, Kurt would be able to speak to Creative's commitment to continued improvement in both product and process.



Firms Name: Westmoreland County

Contact Name: Alan Blahovec

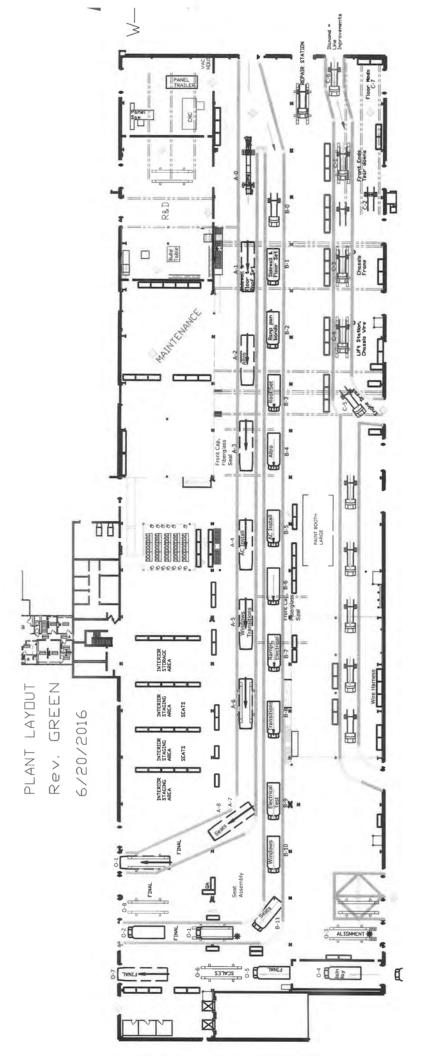
Title: Executive Director

Email Address: ablahovec@westmorelandtransit.com

Phone Number: (724) 832-2712

Contract Dollar Amount: \$2,424,102.80 Project Completion Date: Ongoing Description of Work with Customer:

Between 2017 and 2019 Westmoreland has purchased 27 paratransit buses, some fixed route and some for paratransit service. Alan can personally attest to the level of collaboration that was needed to complete their custom orders and floor plans, as well as be able to speak to the level of sales, service, and support they have experience while working with the Creative Bus Sales team.





CUTAWAY IN PROCESS INSPECTION STANDARDS

CHECK PRODUCTION ORDER & FLOOR PLAN TO MAKE SURE BUS IS BUILT TO ORDER, CHECK CHANGE ORDERS

The order specifications could override anything on this document.

All inspection is to be viewed from 3 feet unless closer inspection is required.

STATION 1 - LAMINATION

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

CHECK ORDER - DO NOT REFER TO ELEVATION DRAWING

FLOOR LITES- opt-holes in sidewall (see flr plan) w/o grommets

ROOFS - All RT series ACs need a shim added to each end of the AC hole to make smaller, roof hatch hole routed out, correct material on inside

SEATING WALL TRACK - Make sure route along track is clean and straight. Check track for damage (gouges, rust, raw metal)

SIDE CONDENSOR - hole routed in RS rear sidewall, opening painted with anti-wicking paint 1/2" around outside of hole

WALLS - all win radius blocks secure, edges free of excessive burrs, mark any bows or damage on walls, correct fabric/ vinyl/carpet, covering not loose dirty/damaged, fuel/def hole routed out, rear door routed out, windows routed out, side marker light holes/ or aisle light holes in walls, no excess urethane in opening.

STATION 10 - TEAR DOWN/FRONT END

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

TIRE RIMS - are the correct color and all match

SEAT BELT BUCKLE - drv seat buckle attached to drv belt

BRAKE LINE BRACKET - re-installed with red locktite, secure to brake line and spindle arm, not bent.

SOM

AIR LIFT FRONT SENSOR/ BRACKET- no welding wire remaining on weld, weld bracket on frt and rear, weld free from splatter, pitting and weld wire ends removed, assemble Valid front air bag sensor

FRONT CONTROL ARM - install, TORQUE REQUIRED see AMQ 081-088

FRONT SWAY BAR - install, TORQUE REQUIRED see AMQ 081-088

FRONT SHOCK MOUNT BRACKET AND SUPPORT- weld brackets, weld sprayed with e-coat

FRONT LOWER BALL JOINT NUT - install, TORQUE REQUIRED see AMQ 081-088

TIE ROD DUST BOOT - Front Red -Blue SOF tie rod end dust boot covers in place and not pinched, TORQUE REQUIRED see AMQ 081-088

UPPER AIR BAG MOUNT - verify no weld splatter, no pits in weld, continous weld, weld front and rear side, weld painted w/e-coat

SOF

FRONT SPRING SPACERS (OPT.) - install rubber donut on top of front springs

REAR SPRING U BOLT - install, TORQUE REQUIRED see AMQ 081-088

STANDARD

AIR BAG MODULE- check cover on dash to make sure it is protecting the bag, verify no damage BRAKE LINE/ BRKT (FRONT- silver)-secured to brake line w/ red Loctite and spindle are, not bent sb at 90 degrees

BODY PLUGS - 2 holes in each step well should have black rubber plugs in them, remove them **CHASSIS** - remove headliner and discard, remove wiring, and discard, unhook battery, headlights.

plastic, attach seat belt buckle to shoulder strap and wrap to prevent damage, check cab (verify rubber bumpers on the inside of the driver door), dash, cab floor rubber, windshield for damage, rubber skirt on underside of hood remove aux. battery on dr. side frame on diesels

DASH PROTECTION - verify there is adequate protection placed on the dash

DRIVER SEAT- Remove, if power base mark with bus # and give to station 120

DRIVER SEAT BELT- check function of belt

MOTOR MOUNTS- new smaller motor mounts installed,(Diesel- DS, Gas both sides) present secure,

SPLASH GUARD- secured inside front wheel wells

STEERING STOPS- round flat blocks on inside of frame in front end

SEAT BELT BUCKLE- take buckle portion and buckle it into the shoulder portion (they need to stay together, cover it for protection

TIRES - no cuts, rims are all the same color, dual tire holes in rim line up (valves accessible), must be across from each other, TORQUE REQUIRED see AMQ 081-088

STATION 15 - FRAMES

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

TORQUE- before applying torque frame must be set on block to simulate ride height

SOM

AIR LINES - Air line to be secured to frame rail with Hellermann push clip with zip tie, lines are secured to prevent damage, edge lock will be used on any sharp edges that the lines may come into contact with, frame rail will have rubber grommet where lines run through, rear lines will run inside the rear kick up and out the side to air bags, must use Kevlar sleeve near or around high temp areas.

AIRTANK- secured to frame, leave factory plastic installed dust plug. To be replaced with fitting in station 30

AIR BAGS- SOM only check for damage, flat mounting plate above air bags is flush to the top of the air bag with jam nut in place, date of mfg. recorded, no locktite on stud

AIR BAG BRACKET- rear lower bracket sits flat on Z bar, weld bracket on frt and rear TORQUE REQUIRED see AMQ 081-088

TRACK BAR - In place, and not damaged, TORQUE REQUIRED see AMQ 081-088

SOF

JOUNCE BUMPER(red) -SOF-present above rear axle(black),secure,TORQUE REQUIRED see AMQ 081-088

MORYDE REAR SUSPENSION- opt on SOF- SOM- big brackets on frame behind rear tires ,installed in 2 bottom holes in rear, body mount notched for leaf spring

LEAF SPRING SHACKLE TO FRAME (SOF) - in place, secured and not damaged. TORQUE REQUIRED see AMQ 081-088

LEAF SPRING SHACKLE TO FRAME (FRONT) (SOF) - In place, secured and not damaged. TORQUE REQUIRED see AMQ 081-088

LEAF SPRING U BOLTS - Both SOM/SOF in place, secured and not damaged. TORQUE REQUIRED see AMQ 081-088

STANDARD

CARRIER BEARING BRACKETS-in place, secure and not damaged, TORQUE REQUIRED see AMQ 081-088

FUEL LINE PLASTIC GUARD- On top of crossmember secured behind wheel well with zip tie (DS)

REAR SHOCKS - installed correct side up (smaller portion of shock should be down)TORQUE REQUIRED see AMQ 081-088

REAR AXLE U BOLTS- no locktite on them, TORQUE REQUIRED see AMQ 081-088

REAR SWAY BAR CLAMP BUSHINGS- secured, TORQUE REQUIRED see AMQ 081-088

REAR DIFFERENTAL- ensure correct one (GAS- ABD9, AAJD, AAIR) (DIESEL-AAHJ,AAI5,AAIU, AAHK, ABFA)

STAB LINKS-inplace, secure and not damaged,upper one TORQUE REQUIRED see AMQ 081-088

TRANSMISSION CROSS MEMBER BRACKET PS TO DROP DOWN - In place, secured and not damaged. TORQUE REQUIRED see AMQ 081-088

TRIM LOCK - installed on all cross members, from the rear axle back

TRANMISSION MOUNT-in place, secure and not damaged

TRANMISSION CROSSMEMBER-in place, secure and not damaged, TORQUE REQUIRED see AMQ 081-088

WELDS- free from splatter, no welding wire attached, no hole or pits, continous bead, painted

STATION 20 - FRAME SET

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

WELD BURNS-Check for weld burns or spots on dvr b-pillar and door from attaching front wall and birdcage to cab

VIN #- vin# at step matches vin# in windshield - matches unit number on sales order

WHEELS- Verify both rear sets of wheels are the same color as front

WIRING-ensure wiring and cables located under DS front under cab step were not burnt when cutting frame apart,

BODY PUCKS- secured and not twisted, large washers under Calgary pucks

CAB FLOOR- make sure it doesn't oil can

CAB FLOOR RUBBER- (Cut Using jig) under lip of eng cover, not damaged

CAB FLOOR TO RAMP-Welded to front wall and then ramp support - ramp support bolted to bracket on chassis, verify the cab floor to the ramp support is 8" + or - 1/8"

CAB ROOF- Cut at angle per measurement. C/S b-pillar removed with roof to cab floor

DASH- check all vents for correct movement, no damage

DOOR FRAME- verify inside of door frame is not damaged or rusty.

DVR DOOR- no damage, all panels present

FAREBOX PLATE-or GFI FAREBOX PLATE- plate secured to prevent oil canning

FLOOR TRACK- verify correct # of slide nuts are pre loaded into track (perimeter seats do not get slide nuts)

FLOOR- verify steel is in floor as needed per floor plan for floor track and weld nuts for all pucks

FRAME- Attach frame to cab chassis with welds on both c/s and r/s at front sections near slot weld.. Fill slots with weld and spray all raw welds with e-coat or undercoating spray. Make sure welds are not pitted and complete using fish plates as needed

FRONT WALL -staggered welds at least 4 places on back of dvr side B piller and to birdcage

GROUND BARS- welded to birdcage in elect board area

LIMITED SLIP REAR AXLE- LS marked on rear end housing (Matt will do)

MIRROR BRACKET-install bolts as needed PS (fender mount do not get bolts)

PS TRANSITION BRACKETS- 3 brackets with large holes in them centered in door frame, welds sprayed with e coat

RAMP - add ramp module support plate, support centered in door opening, weld sprayed

RICON RAMP opt- add single ground bracket to frame

SIDEWALLS- no damage, interior wall material even at door and rear, correct fabric, vinyl, fg, carpet, windows cut out in correct locations per floor plan, secured to floor with bolts

STONE GUARD UNDER FRONT BUMPER- present, secure, not damaged

WELDED AREAS- no holes or pits, no welding wire attached, continuous bead, sprayed with ecoat and rubber spray, no burns in material around weld

STATION 30 - UNDERBODY/ELEC

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

No belt squeal or chirp, no leaks in fuel or brake lines

BC TRANSITS - No Self-Tapping Fasteners thru Frame - All items must be bolted or Hellerman Ties

BODY MOUNT TO CAB- Welded to p/s stepwell u/b

ELECTRICAL HARNESS- CAN NOT BE SECURED WITH FUEL LINES, BRAKE LINES OR POWER STEERING LINE FOR ANY REASON!!!!

RUST- any rust, welds, raw steel or raw steel plates must be sprayed with rubber coating

WIRING - no wires rubbing or in contact w/ heat sources, not pinched, connections tight, HELLERMAN ties, not hanging under dash, plastic cover installed over wiring under cab matt, no clamps on birdcage in way of plastic

TORQUE MARKS- all items requiring torque should have a mark going across the bolt onto another surface verifying after torque was applied to nut the nut has not been moved

SOM

AIR BAG/SENSORS-RS Front and Rear air system sensors and brackets present (make sure yellow gasket is seated)

AIR COMPRESSOR- wires hooked up to solenoid, wires sprayed with red spray, cover installed, wiring protected where it enters AND EXITS compressor cover TORQUE REQUIRED ON SOLENIOD WIRING see AMQ 081-088

AIR INTAKE HOSE-make sure hose is pushed all the way up onto the plastic connector, change OEM clamp to constant torque clamp on Diesel, TORQUE REQUIRED see AMQ 081-088, make sure clamp is not distorted or rubbing on anything, not twisted or pinched -DO NOT USE SOAP TO INSTALL

AIR LIFT MODULE- air lines are zip tied so they are not pulling on the module or kinked, prod info numbers recorded,

AIRLINES- Kevlar-insulation over yellow Air lines as they go beside and over the trans. SECURED TO OUTSIDE OF R/S FRAMERAIL WITH HELLERMAN TIES AND PROTECTED WITH HOSE OR LOOM WHERE THRU FRAME ALONG WITH GROMMET IN FRAME HOLE

Wires for air system sensors- (SOM) routed and secured properly to prevent damage, need 2" slack at connectors ,no hard bends or side load at the connector, connectors not rubbing on anything

STANDARD

AZDEL PANEL- added to rear crossmember above axle where air lines ran for protection (183, 191, 210), zip tied on

BATTERY - with alt option hook up alt cable to battery

BATTERY CABLES- not laying on top of shock bracket, secured and protected to prevent damage, not laying on ac high pressure switch inside eng comp driver side

BODY PLUGS- 2 holes in C/S & 3 IN R/S step well should have black rubber plugs in them (they remove them when they weld), put them back in

BRAKE LINES- not rubbing each other(hellerman ties to frame), not leaking, fitting tight, brake line bracket secured to brake line and spindle arm, not bent, 90 dig, not rubbing against crossmember or bolts, connections tight, not rubbing radiator hose in PS front wheel well

CARRIER BEARING/ SUPPORT- in place, secure and not damaged, TORQUE REQUIRED see AMQ 081-088, bearing sits at 90 deg

CHASSIS HARNESS - protected from sharp edge of birdcage with trim lock. 1 clamp above and behind bussman panel routed from back of panel down dvr. Pillar into firewall area and across front of hood, on top of black oil bottle (if bus says tie in that harness is ran under the bottle) no white wire ties under hood, secure to prevent damage, con tubing on 6 plug black is the Rosco mirror harness

DEF TANK HARNESS-secured 3 " behind mud flap but not rubbing on it, Calgary wiring to be covered with elect tape up to the connectors make sure the tape is not pulling on the connectors, green gasket installed inside

DIFFERENTIAL VENT HOSE- hose secured above differential to under side of bus

DRIVE SHAFT HOOPS - Short one in front, longer ones in rear, secure and not damaged, driveshaft not rubbing on hoop

DRIVE SHAFT IN LINE - Verify all marks on drive shaft are in line and number match, no rubbing on bottom of ramp pan

ELECTRIAL BOX PANEL - Fiberglass panel ,hinged at bottom, thumb catch,PDM attached OPTIONAL PDM IF NEEDED, OPTIONAL CHARGE GUARD

EXHAUST- welded completely around at joints, clears track bar, not touching floor, 1" clearance to rear air bag, muffler (gas) not touching the floor with finger clearance, gas units exhaust pipe hangers at transmission support is reinforced, connector pipe at or above frame rail, HANGERS UNDERCOATED, hangers not hitting heat shields,

FIREWALL- nothing touching firewall under hood

FUEL LINES- not rubbing each other or frame, no leaks, secured to frame, not against sharp edges or bolts, flexible line not kinked (braided line on diesel)

FUEL TANK HEAT SHIELD- secured ,1/4" from tank, welded on to prevent rattling.

FUEL TANK- secured with fuel hose attached, pull on the straps to make sure they are tight, maintain 3/4" gap on strap securement bolts

GM GROUND CABLE- in the pass side wheel well, not laying against or pressed up against the OEM hard brake line or radiator hose

GROMMETS- grommets installed thru frame holes WHERE hoses or wiring go thru. Remove unused ones

GROUNDS- all underbody grounds sprayed with red battery protectant spray

HEAT SHIELD OVER MUFFLER- SCREWED TO STEEL FLOOR ABOVE MUFFLER

HEATER WIRING - Harness hanging where heater is located on floor plan, Green lock installed on harness running up back driver b- pillar

HOSES- secured approximately every 12",tied back inside Pass. frame rail secured & protected to prevent damage, w/in 2" of exhaust, if splicing MUST use metal splices, do not splice hoses where a leak would come in contact with the exhaust, not twisted, kinked, pinched due to our upfit not rubbing on any sharp edges, NOT PINCHED WHERE IT GOES OVER THE FRAME, routed thru PS kick up and not rubbing, trim lock installed for protection where necessary, not touching exhaust, covered with Kevlar where close to exhaust, correct hose clamps, hoses routed to locations as needed (shut off, heaters)

INSULATION ON HOSES- on all the way to the clamp, ends zip tied under bus, foil tape on splices using 3 wraps and extending 3-4" outside of seam, not cut or frayed, secured every 12"

KEVLAR WRAP ON DIESELS-installed w or w/o foam insulation, in front of ramp, cs over frame rail, ZIP TIED W/ METAL TIES ON 02 SENSORS, on exhaust pipe close to air bag

KEVLAR WRAP -on heater hoses if there are two because they will melt next to an gas exhaust pipe

OEM CLIPS- remove any oem clips not used

OEM HARNESS-secured approximately every 12", secured & protected to prevent damage, not secured with fuel or brakelines not pinched due to our upfit, not rubbing on any sharp edges, trim lock installed for protection where necessary, not touching heat source

OEM PLASTIC SEAT BELT PILLAR- check for weld burns, scratches

Oxygen sensors -02 sensors-4 on gas 4 on Diesels- make sure all are inserted and nuts are tight.

PARK BRAKE CABLE-not rubbing on tire or exhaust, clipped to rear end housing

PARKING BRAKE HANDLE - not bent, secured

POWER STUD ON BIRDCAGE-terminal ends on cables placed on stud and nut loosely applied to be tightened in sta 100

RICON RAMP GROUND- ground bar attached to frame on back of ramp opening

RIMS-white unless has SS inserts, must be able to get to rear inside air nozzle

SPLASH GUARDS IN FRONT WHEEL WELLS- secured with all Christmas tree fasteners present

SPRING HANGER BOLTS - TORQUE REQUIRED (SOF) see AMQ 081-088,

STEEL FLOOR- verify there is steel under all pucks and floor track locations per floor plan, cng hat channel present in rear compartment

STEP BOLTS-cut 2 large body puck bolts off under front of step, must have 3 threads showing thru bolt

STEPWELL/S - Check for damage

SWAY BAR (FRONT)- in place-TORQUE REQUIRED on SOM see AMQ 081-088,

SWAY BAR (REAR)- in place, 12,300 CHASSIS DO NOT HAVE REAR SWAY BAR, leave hangers there

TRANSMISSION VENT TUBE- Vent tube attached to filter housing that is mounted on transmission crossmember and to the top of the transmission

WELDED AREAS- verify all welds where the frame is attached to cab are per specs, any place on the bus that has been welded on after bus has been e-coated needs to be sprayed with e coat, free from splatter, pitting, and wire ends removed

WIRES AND HOSES FOR FUEL TANK- are ran through dvr side kick up, not pinched, kinked, or sharp bends

WIRING-ensure wiring and cables located under DS front under cab step were not burnt when cutting frame apart, secured every 12", protected from sharp edges, body master wiring not touching parking brake cable bracket, all wiring convoluted tubing and ends taped, 6" service loop at connector, ramp wiring secure, wiring secured away from front control arm, frt OEM grd strap in place and sprayed with battery protectant spray, wiring and hoses tucked inside x-member covered w Azdel piece in front of fuel tank, NEVER tie wiring to fuel lines, brake lines, power steering hoses or radiator hoses, correct terminal end per size of wiring, weatherproof (shrink wrap) terminal ends for under bus

ZIP TIES- do NOT have to clip ends off, unless in engine area (could get into belts and click) or could be seen in storage areas

OPTIONS

12V INTERIOR OUTLET-opt- run harness to approx. location, must be covered in con tubing, secured to prevent damage

AISLE LIGHT HARNESS - opt harness ran under bus to location of lights inside VERIFY CORRECT HARNESS FOR SPECIAL OPTION ON ORDER

AMEREX FIRE SUPRESSION System- opt- sensor located under bus on driver side of transmission

BACK UP ALARM-opt -secured, on rear drivers side frame rail or located per order, wiring all tied up and protected,

FOGMAKER FIRE SUPPRESSION- hoses at bat box not touching exhaust, Kevlar installed on hose close to exhaust

FUEL-opt- for extra fuel in tank

GROUND BRACKETS- opt-wiring secured with star washers, sprayed with rubber spray after all holes filled

GROUND CABLE- (extra) -opt- Flat braided cable under right side of engine- nothing rubbing on it, secured with star washer, tight

GUSSETS AT BIRDCAGE- opt-Florida weld all 4 sides at frame

IN LINE PUMP-opt-, secured, ground secured to bare chassis/ star washer, sprayed with e coat and then rubber spray, wiring secured every 12", wiring not pulled too tight causing stress on connectors. #s recorded on prod info

INVERTOR BATTERY TRAY W/EXTERIOR DOOR-opt-box to be sprayed with floor spray and prepped with ground bar, vent cover in top, 2 battery trays, rotary disconnect switch mount plate ,drill (2) 1" holes directly below ground bar and install grommets, run cables from the eng comp along the frame rail on PS, cables front from front to middle and middle to rear meeting in the area by the rear tire, the cables connected with nut and bolt, covered with generous amount of elect tape, install box secure to backside of opening and sika down to floor

ROTARY DISCONNECT SWITCH -F DOT- opt- wiring bolted together under dr. stepwell wrapped with butyl tape, then black tape with red tape. NO DISCONNECT IN DR. STEP WELL !!!!!!!! (Location is on passenger b pillar) (Calgary location is on seat base)

ROTARY DISCONNECT SWITCH opt-(correct location per order) secured to step wiring covered with con tubing or shrink wrap below, grommets on top flush w/step, 2 grommets on bottom, 1/2 loom. Cut screws off on backside to prevent damage.

ROTARY DISCONNECT SWITCH CALGARY- wired to switch and left lay inside driver seat base and secured

SIDEMAKER LITES- opt- harness ran to each side location

SILCONE HEATER HOSE-opt-blue hose

T-BAR SAILS- opt-secured to underside of chassis directly in back of the rear mud flaps

TELMA-opt-record serial numbers, secured with Loctite on driveshaft bolts **TORQUE REQUIRED** see **Telma Drawings**

THERMO KING- opt- oiler secure, hooked up RS underbody grey tank

TOW HOOKS- opt- in place, secure and not damaged, TORQUE REQUIRED see AMQ 081-088,

USB PORTS- install harnesses in locations of ports, verify function with checker

WHEEL WELL-SS OPT-- corners on the underside sealed to prevent water from entering and sprayed with flr spray material VERIFY WITH MAGNET

STATION 40 - ROOF/FLR SET/ELECTRICAL

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

FAST IDLE- record model and serial, install harness under steering wheel.

WALL L- TRACK- opt- installed per drawing, riv nuts installed in wall, fasteners installed with pre set torque gun (11 lbs.)see AMQ 081-088, if bus has option for ADVERTISING RACK leave to top track loose, qstraint hook slides thru track without catching

STANDARD

DASH- not gapping around radio or cubby

DOME LIGHT GROUND WIRE- pull up pass side of cab flr rubber and check to see if wiring with black box on it is secured into floor metal with star washer

DOOR OPENING- when removing cross bar make sure opening has no burrs AND PAINT ANY RAW STEEL

FLOOR- edges, puck, seat & heater holes (3) sealed with ant wick, secured w/ no humps or popping, not pushing out sidewall glass, nothing in seat holes and holes match flr plan, (perimeter seats have pilot holes)

IGNITION TAP WIRE- harness is plugged into wire coming out from under seat belt plastic (white plug), trim lock on metal under harness

REAR CAP HARNESS- brown/green harness plugged into main harness in DS trans at rear on longer buses,

WHEEL CHAIR SPACING- 48x30 in every position unless speified on production order

WHEEL WELL RUBBER-, not gapping, cut to molding on bottom, pull on for securement, not installed on buses with paint opt

WIRING-no wires rubbing or in contact w/ heat sources, not pinched, connections tight, HELLERMAN ties, not hanging under dash, plastic cover installed over wiring under cab matt, no clamps on birdcage in way of plastic

OPTIONS

110 OUTLET WITH CONVERTOR- opt- run 110 inside grey waterproof tubing from birdcage down PS transition coming out rear wall at the top, secure tubing at every roof bow with p-clamps, see installation pict aids

5/8" WOLMANIZED SUB FLOOR-opt. pressure treated wood floor

AC-HEATER HOSES COMING DOWN OUTSIDE OF REAR WALL-has to be metal type, secured, not damaged, rubber hoses not pulled too tight causing kinking, not rubbing on opening at all, (ONLY WITH HEAT OPTION)

AIR PRESSURE GAUGE- (DALLAS DART & BC TRANSIT ONLY UNLESS SPECIFIED ON ORDER gauge hanging from dash, no damage, straight in panel, lights up with key on ..ALL OTHER BUSES GAUGE SHOULD BE HOOKED UP IN OH TO BE INSTALLED IN STA 130 ABS

BACK UP CAMERA WIRING-opt- harness ran out back top center of rear wall

BOOM MIC-opt- wires coiled up at console, plate in dash that says..exe pat 25, mic receipt, on/off switch, into/ext. speaker switch secure (option)

CADMIUM WALL/FLOOR TRACK FASTENERS- opt- gold fasteners in track, TORQUE REQUIRED see AMQ 081-088 (run jig thru track to make sure bolts are not too high)

CONSOLE- CHECK ORDER TO VERIFY WHICH CONSOLE TO USE secure heater plenum inside console location

DASH BOLTS- 4 bolts secured back into dash holes for reinstallation of dash panels

DEF TANK HOSE INSTALLATION- opt- hose shortened. Worm gear clamp, installed WHERE NEEDED not damaged, secure

ECHO STAR INTERMOTIVE IDLE REDUCTION-opt-- plug together pink bullet connectors under the steering wheel and tie up wiring, splice into ign wiring under plastic directly below steering wheel, secure green wire to harness on bottom left side of dash, leave buzzer hang in this area

EGRESS LIGHT HARNESS -opt SOF std SOM- install coiled up inside driver rear trans panel, hook to egress lite in rear

EGRESS WINDOW LIGHTS - OPT one on rear wall above DOOR or win, not needed on rear wall with rear evap because light is on a panel on the front of AC. (Std on SOM opt on SOF) standard when order calls for rear door

EXTERIOR SPEAKER HARNESS- opt-harness coming out of pass grab handle and left hanging inside the bus to the front of the entry door (goes with internal/external speaker option)

EXTERIOR TIRE CHAIN STORAGE BOX -opt- hole in wall in correct location(see flr plan), opening painted with ant wicking paint, weep holes in back bottom of box, sealed to wall 4 sides with sika, screws in the box frame/jamb are flush

FOGMAKER W/METHANE DETECTION-opt- ran thru PS trans panel thru grommet in rear wall, thr grommet in rear sprayed corner panel, wire sealed with silcone thru grommet, clamped with 5 p clamps to center of compartment, secured to ceiling. Second one ran down c/s trans to center of bus and tied to roof bow for install behind transition

FRT WIG WAG (4 WAY FLASHERS)HARNESS- opt-wiring zip tied to birdcage above the driver

FUEL FILL -verify correct slope on fill, not kinked, grd wire attached to ground bar on frame w/ star washer and sprayed with non-corrosion spray, check for damage on plate outside, no crooked ss screws, no seal showing around fill, correct gas cap attached, ss worm gear clamps on gas fill hose **HEATER**- if no heater is called out on the production order for the bus remove the OEM heater switch OR BC TRANSIT

HAWKEYE BUMPER opt- Harness installed ran to rear and LED indacator placed in dash for later installation. Yellow intermotive card placed in door pocket after recording #s

INT REAR WALL-opt- 3 clips on top and 3 on bottom inside rear storage area, sealed to rest of bus, plastic tape running down interior of rear wall (Unless it has white or vinyl walls) white walls we caulk, secure, no foam tape showing, not puckered, grommets installed in holes with wiring running them

INTERMOTIVE CONNECTIONS- secured together with zip tie located under dvr side of dash, telma option has one also

LOCKING FUEL DOOR- opt- hole inside centered, secured to outside over fuel fill, no seal around door, 2 keys attached, door riveted on

LT/SPEAKER HARNESS-installed behind tran panels, secured w/ zip ties on every roof bow, not secured with any hoses

MANUAL PA SYS W/ 4 SPEAKERS -opt- microphone secured to dash(up line), voyager box mounted to console

PA SYS WITH HAND HELD MIC AND JACK FDOT--opt- wires into stereo, has a blk microphone, mic mounted to dash panel

PA/CD/AM/FM-opt- has a gray microphone, mic clip mounted to dash,, serial # recorded

PROLO ROOF HATCH WITH POWER OPEN OPTION- opt- harness starting at electrical box and ran down transition on driver side then to hatch

RADIO-opt- harness secured, correct opt AM /FM/CD-Panasonic-Jensen-REI, serial # recorded, speaker in door functions

RAMP MODULE - Sika ramp module to support plate, secure to wood floor with screws bonded flush into floor, no humps or dips, lip flush w/ frame, does not pop

REAR LEFT ARROW LIGHT HARNESS-opt- amber extension hanging in rear DS o/s of bus

REAR STEP UP- installed after flooring so there is flooring in the CNG compartment

REAR WALL-opt- correct material and color(fg, nanocide, felt),nuts installed w/o gapping on studs, can use self tappers if necessary, plastic tape running down interior of rear wall, secure, no foam tape showing, fabric not puckered or gapping. White caulk on white walls. REAR WALL SET HOLES TO BE DRILLED NO FURTHER THAN 1/4 INCH ABOVE FRAME CUT OUT FOR BUMPER, SOI rear walls do not get secured to floor line in bumper cut out notches CLEAN OFF ANY SIKA FROM WALL SET IF NEEDED

REI AM FM CD USB PA- opt- switch, mic plug, usb cord under dvr side of dash

ROMEO RIM W/ BACK UP-optional- black box installed inside on PS rear of bus on wall directly behind a taillight, other end of harness coiled up hanging behind entry door

ROOF-opt- correct material and color(fg, nanocide, felt, carpet) no gap between birdcage and roof, nuts installed on studs without gapping, if have to be screwed to bird cage must be signed off by engineer. We also screw it if weld nuts twisted not leaving us tighten nuts., 5 fasteners a min of 3, F-DOT- welded on all 4 side of roof bow tubes, ceiling plastic removed Sika is added to top channel of walls for roof securement CLEAN OFF ANY SIKA FROM ROOF SET IF NEEDED

SEAL (FLOOR) - seal around both sides of floor and rear to make level around WW before laying flooring, smooth sika, sika @ entry door, front step up sealed, rear comp sealed, sika to be at a 90 deg angle on both sides of the entry door and not blocking the 2 holes in front and the 2 holes in back of the entry door

SILCONE (BLUE) HEATER HOSE- opt-, Optional - use constant torque clamp never use standard worm gear clamps.

STROBE LIGHT HARNESS- opt- installed

TELMA- opt- intermotive plug under dvr dash, wiring secure under driver side of dash, LED display hanging under ds of dash for console installation, install brake switch under DS of dash

TOP REAR 4" LED FLASHERS- harness ran

TOUR BUS AUDIO VISUAL PKG-opt-run a/v cord and plug into Jensen radio w/ dvd player(option)

TULSA REAR STEP UP- opt-frame for rear seat holes secured per correct torque, TORQUE

REQUIRED see drawing, Sealed inside passanger & inside cng area. Seal all screws going into and thru passanger from cng

UPFITTER INTERMOTIVE- opt- install and write prd # down

USB PORTS- opt-harness installed OEM USB PORT - oem and aftermarket radio USB ports will be installed (only time it will not be installed is if it is not supplied by vender unless special option on order) TAKEN OUT WHEN AFTERMARKET RADIO INSTALLED

STATION 50- ENGINE DRESS //STATION 50 - AC

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

Make sure all parts and fasteners are secure and there is no damage from taking apart the engine/front end parts.

BELT ROUTING- nothing touching, belts in correct grooves per hood label, not riding on pulley edges **HOSES-**make sure nothing rubbing hoses and in the way of routing.. No belts too close and protected as needed

VACUUM HOSE- tied away from pulley's

STANDARD

ALTERATOR - GM is std w/220 amp.

AUX/DUAL BATTERY- 3" black grommet installed in CS fender under hood for wiring, wire ran at Battery w/ green shrink wrap on it

BATTERY CABLE-Red (hot lead) is taped first with 3M tape, then marked over with red electrical tape, separate positive and negative cables

CHASSIS HARNESS- secured to top of engine area, wiring MUST be 1/2" off compressor when engine is torqued, 3 TytonHellermann fasteners on gas chassis wiring, 2 Tyton Hellermann fasteners on diesel wiring, back zip ties under hood sharp edge turned away from engine area

CHASSIS YEAR- order matches GM tag inside drivers door, 2016 chassis have a big air bag module on the cab floor in front of the console, 2016 chassis have a extra air box under the hood sometimes we remove and plug the hole with a cap

COOLANT BOTTLE- secure, nothing rubbing on it, rubber hose securely attached, overflow hose not kinked, harness plugged in on diesels

FENDER GROMMET- grommet installed in hole in CS inner fender hole next to battery

HEAD LIGHTS- HEADLIGHT CONDENSATION WILL BURN OFF ON HIGH BEAMS PER GM SERVICE BULLETIN

MAIN HARNESS UNDER HOOD- routed underneath oem air cleaner sensor

MIRROR- Rearview mirror on windshield

LABELS- alt info, opt Pentex, belt routing label with compressor

WIRING- terminal ends have 3/4" heat shrink tube on them, clear from fan, hot surfaces and pulleys, can place finger between harness & any component to prevent rubbing, support elect connections on both ends, no butt connectors anywhere, stainless steel wire ties on heat shield under hood not sharp, black wire ties under hood twisted to prevent getting hurt, chassis harness secured every 12" with Heller man tie down and a tie down directly above the AC pump keeping all wiring clear of the pump, must have a 1/2" clearance

OPTIONS

AC SERVICE CAPS- 1 black OEM cap present on CS of engine (will color top yellow if system was recharged),

AMEREX FIRE SUPRESSION SYSTEM- opt - **SERIAL NUMBER REQUIRED** - fused wire under hood by battery, labeled 10 amp, Hole drilled in pass stepwell, Hose and 2 sensors ran through it with grommet and hole sealed with sika, secure amerex fire suppression wire to underside of mirror bracket for station 80, remove all fins on CS fender grommet

FOGMAKER- opt - SERIAL NUMBER REQUIRED - with methane det must have 3 labels under hood on coiled wire and red Cond tubing over coiled wire where a rub is potential, seal in firewall wall under rubber matt, methane det secure to firewall under hood w/2 screws, wiring plugged in and secured, nozzle ends on and red rubber tips in end of nozzles, secured with rubber fog maker clamps, ports pointed correctly

BATTERY - opt- AGM, Worldwide - install correct one per order, ground secure to CS fender

BIKE RACK -opt-- after drilling holes in bumper cover with ECK anti-corrosion gunk, ensure bracket is plumb, models DL3- Chevy DL-2 Ford, bracket is black no matter the color of the rack TORQUE REQUIRED See AMQ 081-088

COMPRESSOR- correct one TM16- (small) TM21- (med) TM31 (large one) - ACC tie in gets no compressor

ENG BLOCK HEATER-opt- cord coiled up with a cap on the end in the engine comp, zip tied so it doesn't get into the fan call Max Myers to install if not present

HOT WEATHER PACKAGE-opt- The wrapping of any electrical that can come in contact with engine heat with Kevlar, across the top driver side and on the wiring that drops down from the center of the harness, secured with steel zip ties, turned so the sharp edges are NOT pointing out into the engine area

JUMP START-opt- remove all fins off grommet inside CS fender

KEYS- 2 ignition keys per bus, Supervisor will call Ami Sailor if need to be keyed alike

POWER STEERING HOSE- nothing touching, metal outlet is not bent to kink, pinch or cut, not contact with booster cylinder

SECONDARY AIR BOX - remove air box if necessary and discard, glue in plastic cap

STONE GUARD UNDER FRONT BUMPER- present, secure, not damaged

AC INSTALL

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

Verify all wiring/hose connections/ends are tight, no bare wiring showing,

AC'S - 2" holes drilled in upper portion of rear wall on both sides for drain hoses, ground wire secured to ground bard behind Elec panel

AC HOSES- routed and secured inside transition panels on every roof bow, not rubbing anything sharp, not routed through top of d/s spring shackle on SOF (look inside DSR wheel well)

AC HOSE INSULATION- opt- black foam on hoses ,foam completely covers the hose, seams taped with silver foil tape, not kinked or damaged

AC SERVICE CAPS- 2 of RS of engine for aftermarket AC's

AC WIRE- heat shrink over connections, no bare wires, can use quick disconnects on wiring

HOSE-opt- std is black, silicone hose is Blue

TRANS AIR FRT EVAPORATOR-opt-set flush with birdcage tube inside, hoses secure, hoses protected, insulation on hoses under trans panels

TRANS AIR REAR EVAP- opt- all screws flush in shroud, vents move, hoses secured to prevent hanging below ac, wires tied up behind, beside elec panel of bird cage

LABELS- on under side of hood Thermo King, ACC label, Trans air, ACT

THERMO KING AC CENTER MOUNT-opt all screws installed in vents, vents swivel, ps white drain hose zip tied to drain on ac and run into hole in top of wall and out underside of bus, ds white drain hose secured to drain outlet on ac with zip tie and zip tied to other hoses, ran into hole in top of wall and out underside of bus

THERMO KING AC FRONT MOUNT-opt- no butt connectors at rear, hoses secured up, correct color.sealed to roof, all bolts installed, hoses secured to ac with zip ties running into wall tubes, hoses and wiring secured separately, roof shroud not damaged, seal not messy on roof, harness secured up by elec board, ac hoses w/ insulation on them can not cross, grd wire has a star washer under the terminal and is secured to the birdcage with a 3/4 self tapping screw

STATION 60 - FLOORING

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

STANDARD

FUEL TANK SENSOR COVER- flush in opening, secured, screws flush

POLY-UREA SPRAYED PARTS-driver storage boxes (both overhead and cab mount). Equipment shelves, mid-floor (wheel tubs), step trim, cab floor covers, any other special parts- check for runs and bubbles. Make sure covering is adhering to part

FLOOR MODULE-SOL-place metal on top of altro, mark screw holes, cut around metal, glue altro onto metal over frnt airbag acess plates

FLOOR TRIM- SOI- install grey trim molding along front side and back side of ramp, secured, not gapping

WALLS- make sure all glue residue is cleaned off from altro adhesive or tape residue from prep

OPTIONS

BLACK OUT WINDOWS- opt, even coating, no damage, wrinkles, defects, no overspray on int of walls, radius corners, 2" above and below win opening and from molding to molding unless specified different on order

FLOOR MODULE-SOL-place metal on top of altro, mark screw holes, cut around metal, glue altro onto metal over frnt airbag acess plates

FLOOR TRIM- SOI- install grey trim molding along front side and back side of ramp, secured, not gapping

STANDEE LINE-opt- 26 3/8" on SOM/SOF, correct color, 4"from ramp opening in rear and 14" from ramp opening in front unless puck is present then come 1" down from puck hole (arch on bc transits and calgary)

VINYL FLOORING-opt- 6" coving ran up sidewalls (seal top edge), correct color,no bubbles, edges sealed with matching seal,puck hole cut out, floor tracks cut out, install weld & correct color standee line, Storm grey is std on SOL/SOM/SOF w/o 6" coving, opt-to have altro running under INT wall (1 piece) (IE. DALLAS DART), If altro is in 2 pieces run 6" coving up front and rear of CNG compartment walls (they will drill a hole for venting and this will reduce the chances of water running under the wall and damaging the wood floor) ALL SEAT AND HEATER HOLES ANTI-WICK IF NECESSARY

QSTRAINT FLOOR PUCKS - opt-correct location per flr plan, colored plugs per flr plan (not same color together), use a 1/4" flat washer as a go no go guage to see if they are gapping the flr too much TORQUE REQUIRED see AMQ 081-084

STATION 70 - EXTERIOR/CAP

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

HOOD - verify there are no dents or damage on the hood

STANDARD

CLEARANCE LIGHTS-red in rear, yellow in front, black gasket behind, harness plugged into lights in front cap, seal @ wires

ENTRY DOOR ABS FRAME-no damage, same color as other fiberglass, no chips on edges, cut straight at top, not gapping, secured with stainless silver screws. CALGARY GETS RIVETS

ENTRY DOOR LIGHT - centered in door opening, install on painted buses, black sika behind 2 ss screws seal where wires come thru cap

FG FRONT CAP- no damage, same color as other fiberglass, yellow lights, armor on clearance lights optional, bubble foil insulation throughout interior sidelights plugged in , seal @ wires, all screws in frt dest win, white sika in-between cap and cab, secured to cab metal with self tapping screws

INSULATION- silver bubble insulation , secured to frt cap, PS &DS FG pillars, continuous, inside the radius roof wrap inbetween the roof bows

LH (RS)FIBERGLASS TRANSITION-correct part with or without win ,not wavy, no excessive gaps, color of other fg parts, no damage,opt. win installed all screws installed in garnish & not nicked up, no cracks

LIS PLATE ASSY- 2 inserts in holes for screws and light on r/s pillar directed at plate location

METAL DRIP RAIL-not wavy, no damage, insert installed

PROTECTION- con tubing placed on fiberglass edge where the RS cap and RS trans come together has sika inside it to keep it on

RAIN GUTTER & SPOUTS- secured to wall and roof seam,1 gutter spout on each front and rear side at ends of driprail cover edge of roof wrap butted up to trim on both ends NO SPOUTS ON CALGARY

REAR CENTERED MOUNTED BRAKE LIGHT-mounted on center section of rear abs cap with stainless screws (w/camera is an option)

REAR PLASTIC CURBSIDE& ROADSIDE PILLARS- same color as light bar, no damage, not pushed into grommet to far, cut even on bottom overhanging rear wall, no foam tape showing----molding added: SS screws, Weep holes in rear plastic at bottom of 3rd brake light, secured to sidewall behind trim

RH (CS)FIBERGLASS TRANSITION-correct part with or without win ,not wavy, no excessive gaps, color of other fg parts, no damage, win installed all screws installed in garnish & not nicked up, no cracks, not rubbing PS fender, correct aux batt door lock and cut outs

ROOF WRAP- secured without dents or damage, molding covers edge

ROOF SEAL- verify roof seal not larger then 3/8", seal completely around ac plates in rear, antenna screws completely covered with minimal seal,not messy,

SEAL I/S- CS transition to OEM cab, RS trans to sidewall,

SOI-seal inside around cap and transitions really well (because there is no seal on exterior)

SEAL O/S-- Do not seal c/s fender, rear plastic pillars or rear light bar on any bus, white seal, smooth,continous, no gaps or bubbles, no gapping above windshield, gm body line in front of dvr door, NO SEAL ON PAINTED BUS OR PARTIAL PAINT/GRAPHICS---completely seal above dvr door, no seal on PS front fender to trans,, under windshield rubber top to boom both sides, no clear seal on Houston black paint, SOI-do not seal around outside of front cap or transitions

TRANSITION WINDOWS- functions, all screw holes filled, no nicks on garnishs, no burrs on window screws, no scratchs on glass, no seal showing below windows, screws seated straight, trim rings not sagging

OPTIONS

4" YELLOW OR RED LIGHT opt-secure in frt and or rear cap w/ 4 ss screws, seal behind

ANTENNA GROUND PLATE- opt 40"x40" ant plate attached to birdcage above driver per flr plan

ANTENNAS- opt- located per customer ,secured to roof w ss screws, 3/8" seal around, screw heads sealed, COMPROD-154mz is a shark fin shape and RADOME 806-870 is a round one(some roof antennas are done in sta 110)

ARMOR ON LIGHTS- opt- metal frame underneath clearance lights

AUX BATTERY TRAY-opt-tray slides easily and latch's, stainless steel tray, all screws installed under tray, slides and latch's easily,

BATTERY DOOR opt-vented- silver round vent in front of door -opt-- key lock standard, all rivet holes filled, correct latch, t-key lock, key lock or thumb latch, finger pull secure, seal on top and bottom gap in bottom seal for drain

FRONT CAP WITH GROUND MESH SCREEN -opt- metal screen mesh fiber glassed into the front cap with two bolts coming down on each side of birdcage. Clean off bolt then install a 10-12 guage wire with 10-12 gauge terminal rings on each end onto bolt thru cap using 1 nut, term ring, lock washer, then another nut

FRONT DESTNATION SIGN- OPT- correct win installed, screws in all holes,

KEYS-opt 2 extra keys per lock (battery door or fuel door)

LIMB GUARDS opt- installed in front of ac unit on roof

MUD FLAPS-opt-secured w/4 fasteners , no dvr w/ running bd opt, if no running bd it the dvr one will be just like the pass one a plain rubber cut flap

PROLO ROOF HATCH -opt (has big red handle)- has ELEC OPT-latch towards rear, no damage,

ROOF HATCH WITH POWER OPEN OPTION- opt- latch towards rear, harness in opening plugged into hatch plug tucking wiring up inside opening

ROOF HATCH/S-correct hatch, centered in opening, installed w/latch towards rear, not damaged, opens and closes correctly and easily, labeled correctly, French, English, Spanish

SIDE CONDENSOR -opt- screen installed over hole in DS wall, straight w ss screws, no white showing thru holes in screen, all screw holes filled, remove TA label if it is not a TA system no other MFG label required, do not install on painted buses

TOP REAR CAP LIGHTS - opt harness hanging in rear DS of bus

STATION 80 - ELECTRICAL

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

NO RADIO NO SPEAKERS

DRAIN HOSES- opt- white or clear hoses ran from ac unit to out of bus make sure running at a downward slope at all points

STANDARD

100 AMP MEGA FUSE (breaker) UNDER HOOD- secured catty corned with 2 bolts, flat washers and nylon nuts to bracket on CS fender lip, wire from right bottom bolt of breaker to positive post on battery, wires secure, not rubbing on AC line, bracket secured to fender with 2 bolts flat washers and nylon nuts, not blocked by wiring must be able to get to in order to reset (60A for DALLAS DART!)

BATTERY UNDER HOOD - add 3/8-16x 1 1/4 threaded rod to battery terminal for additional cables **DOME LITE WIRE-** routed up behind pass grab hdl, laying loose in center of frt cap, covered with con tubing

GROUNDS- sprayed with non corrosion under hood on fender, if bus has a AVL sys and is tapped into the speedo cable ground must have star washer under and sprayed with non crosion spray

STEPWELL LIGHTS- secure, not gapping, (seal behind-can't see),

VINYL PLASTIC RAMP STEP TRIM- installed behind step opening, flush

WIRING-secure all loose wiring w/zip ties, routed thru hole below pass dash, secured up under dash, trim lock installed in hole under hood if necessary, secured in birdcage to prevent plastic from bowing, all zip tie ends clipped off, star washers under all grounds

OPTIONS

2 WAY CAMERA PREWIRE- opt- wire coiled up behind dir. seat and protected w/ tubing
24/7 EDR RECORDER- opt- blk box secure to ss plate secured to birdcage above dash(florida)
12v POWER SOURCE- opt- inside wall tubes, grommets installed inholes where wire exits, to each outlet

110 OUTLET WITH CONVERTOR-opt using a male receipt strip the wiring off at PS rear, wrap end of wires 3/4" and the screws in the direction so when tightening the screw it tightens to the wire and does not back it off the screw black to brass, white to silver, slide a piece of shrink wrap @ the bare ground wire before attaching it to the green screw, drill a 2" hole below the last tail light on the PS side and secure the receipt to the plastic pillar with speed nuts on the backside of the pillar

AMEREX FIRE SUPRESSION SMV 13W/ METHANE GAS DETCTION-opt- run a 10 amp in line fuse in a red holder from the aux battery up thru the PS pillar into the birdcage to the Elec panel leave loose for ammerex control panel, secure a sensor above the battery in the auxiliary battery compartment ARMOR ON SIDE MARKER LIGHTS- opt- metal frame around light, straight, secured w/ ss screws, holes don't show on either side std- on Dallas Dart buses

ALARM DOOR AJAR-opt-run a harness from rear of bus to console, secure magnets in door, secure grd wire to frame w/ star washer, flashing light on dash (different for FDOT)

AUX BATTERY/COMPONENTS-opt- gas worldwide battery 770cca,opt- interstate batteries opt-AGM,battery secured to prevent movement, tray must travel without hanging up, must travel far enough out to easily service batteries, ends crimped securely on cables, shrink tubing covering any bare wiring, grommet thru hole, conv tubing on, sealed i/s tubing, gas units w/ aux battery should have a 100 amp fuse mounted in battery box 50 amp on diesel mounted in battery box, cables tight,strap hooked onto tray pulled (PENDING...PLASTIC ADJUSTER NOT TO LAND ON CORNER OF BATT) snug to prevent batteries from moving, strap ends cut off ,ss strap option, gas units with a ricon ramp should have 1-50amp & 1- 100 amp fuse on the tray, diesel w/ ricon have on fuses at all on tray, strap buckle on the right hand side to prevent it from rubbing the fogmaker nozzle (opt),strap under battery cables on Houston buses w/ 4 zip ties on cables first 2 tied to straps , Diesel buses have a ground wire secured to the frame in front of the ramp, Gas units do not,(corpus christi- adding tether to aux bat door to prevent it from swinging clear around and damaging paint)

BATTERY TERMINAL COVERS- opt-

BATTERY CABLES- Secure(using one finger to try and move), oval locking nut on positive cable under hood,

BUMPER BEZELS-ss screws, installed straight, bottom trimmed even with wall

BUS ANTENNA -installed tight on cab, wrench (tool) removed,

CAMERA- opt secured to rear wall with SS screws, if camera has a bracket make sure the bracket has at least two screws in it, and if the camera swivels make sure there are two screws in each side of the swivel bracket, secure top brake light also (if the brake lite is sitting on the edge of the light bar make sure the gapping edges are sealed with clear caulk

CNG door-opt-(corpus christi) door installed in bottm side of PS rear CNG door, back side clean of azdel fibers, thumb lock should be vertical when door is latched, scr covered installed, no excess seal around outside of door, if not present apply a strip of seal on door frame at hinge side, add tether to door so it won't come all the way around and hit the side of the bus

CONTINENTAL AVL PRE WIRE-opt-Grd secured under hood w/ star washer, sprayed w/ red spray, main wiring taped in center with elec tape indicating splincing into speedo cable has been done,dvr speaker wiring w/ white plug hanging left of dvr seat, covert mic cable w/white plug hanging above dvr seat,

CROSSOVER MIRROR- opt-REAR SIDE OPTION ALSO 1 per bus see flr plan for correct side, secure, not damaged, REAR SIDE OPTION- holes needs to be drilled and (4) 1/4x20 riv nuts installed in side of fender and top of fender, do not use bolts supplied with side cross over mirror use (4) 1/4x20x1 1/4 bolts threaded all the way

COMPARTMENT DOOR LOCKS- all exterior door locks should be KEY LOCK STANDARD (THUMB LATCH OPT CALLED OUT ON ORDER)

DEST SIGNS-opt- correct ones 12v,24v, key on to check, gray emerg power cable end accessible, (twin vision opt-invertor mounted to bird cage,) switch in console, functions (t-vision opt)(luminator std), gray emerg power cable end must be accessible, bracket for frt des sign secure to bird cage, product info recorded, loom over wiring, turn screws around so you cannot see them thru the front win or put rubber tips on them

DUAL BATTERY/COMPONENTS-- opt Diesel- AC/DELCO battery 770cca, battery secured to prevent movement, ends crimped securely on cables, shrink tubing covering any bare wiring, grommet thru hole, conv tubing on, sealed i/s tubing,

STOP REQUEST- opt-black speaker box to be installed in OH abs and relays wired in lower OH and secured to clear any opening Stop request to be single chime -H/C to be double chime.. H/C to over-ride single chime (open door to reset either)

EASY STOP REQUEST CALGARY- opt- black speaker box to be installed in abs OH. Relay strip in lower OH and secured to clear any opening. Indicator light on dash with label above (PASSENGER STOP REQUEST) TO LIGHT UP WITH STOP REQUESTED (ONE CHIME) AND FLASH WITH H/C REQUEST (DOUBLE CHIME) same for STOP sign

BC TRANSIT- LIGHT

ON DASH WITH LABEL ABOVE (PASSENGER STOP REQUEST TO LIGHT UP WITH STOP REQUEST DOUBLE CHIME ONLY!!! NO H/C IN BUS

EASY STOP REQUEST TAPE- opt- yellow touch tape located at each seat location, connected together with white covers, yellow ends secured to wall w/ 2 screws, wiring not hanging inside trans, grommets installed in wall tubes and secured so the wiring wont move inside tube(foam), correct tape (whl chr and reg chime) in correct locations per floor plan FUNCTION-STOP REQUEST-1 DING H/C- DING DONG

EASY STOP CHIME PULL CORD--opt-correct color cord, cord taught. Eye bolts turned correct way and tight to wall, pressure switches secure, straight and not damaged cord same taughtness on both sides, all screws in pressure switch covers, wiring protected completely Going into plunger

ECHO VISION- opt-2 black boxes secured to the outside ps and ds rear plastic pillars, straight, has ss screws installed, INDICATOR BOX INSTALLED PER ORDER

ELECT ENTRY DOOR HEADER MECHANISM- record product info on door and door header, wiring secured above to prevent it form getting into the mech as the door opens and closes, big bulb rubber installed on interior sides and trim lock on top with small bulb seal, 4 bits and washers on bottom and tight

ELECT ENTRY DOOR HEADER MECHANISM SENSITIVE- record product info on door and door header, wiring secured above to prevent it form getting into the mech as the door opens and closes, big bulb rubber installed on interior sides and trim lock on top with small bulb seal, 2 Yellow wires on top indicating sensitive mech

EGRESS LITE ABOVE ENTRY DOOR-opt- leave harness hang above entry door

EXTERIOR PA SPEAKER-opt-mounted in fg in front of door with 2 orange wires running to it, secure with ss screws, excess seal around, harness plugged into rear of speaker

EXTERIOR TIRE STORAGE BOX-opt- door secured with ss screws on inside of frame, metal installed inside to cover opening, dr functions without rubbing, lock functions

EXTERIOR ADVERTISING RACK-RAISE SIDE MARKER LIGHTS TO ALLOW ROOM FOR MOUNTING RACK

EXTRA FAREBOX LIGHT - opt harness hanging ps front of birdcage with packard connector on end

"EXIT"-opt-a light spelling the word exit about all exits

FENDER MOUNT MIRRORS - OPT -pass and driver, anti corrosion in holes, fendor bolts tight, adjust to see approx a 45 degree angle, hood does not rub pass bracket, plate on bottom is secure

F-DOT WIRING-run a 8 guage ground wire from back side of the aux battery compartment up into the bus below ps trans win, run a 2 awt cable from below the ps tran win thru ps door hinge to under hood and attatch it to a ground stud installed on ps fender along with the oem ground wire, bolt each of the cables together under the ps win with 2 flat washers and a nylon nut, all connections must be tight, must have con tubing on all the wiring, add trim lock behind the ps headlite sharp fender edge

FOGMAKER W/METHANE DETECTOR-opt- sprayer nozzle pointing down onto aux battery, the nozzle will have a colored plastic cap in the center of it, coiled line ran in thru front of box, secured with 2 rubber fog maker clamps, end of hose under clamp

FOG LIGHTS- opt-installed under front bumpers, relay installed in bussman, wiring tied up to prevent damage, no shrink wrap on connections with bike rack option leave loose

FORWARD AUDIBLE ALARM-opt-alarm under frt bumper, securee with ss screws

FRONT CAP WITH GROUND PLANE MESH-opt- secure ground wire to one of the bolts coming off the front cap to birdcage with self tapping screw and star washer

HAWKEYE BUMPER- opt run wiring and leave hanging our PSR plastic pillar, hole sealed thru rear wall

HOOD LITE/S-opt- plugged in, wire & light snapped into hole in hood, wires secured so they won't get pinched by hood

INVERTOR BATTERY TRAY WITH EXTERIOR ACCESS DOOR- opt run a black cable up thru the grommeted hole and secure to backside of the ground bar, run positive bat cable up thru front grommeted hole to master body switch, run 12" bat cable from master body switch to ground bar, secure switch to bracket, secure black bat cable other end to negative terminal block post, secure red bat cable other end to positive terminal block post

FOGMAKER HARNESS opt- secured next to doghouse, must be approx 30" long

KEY SWITCH- opt w/ ramp or door ,not hooked up but 2 keys present,, wiring straight out away from sharp edges and not under p clamp w/o conduit on the wires,

ROMEO RIM BUMPER WITH BACKUP-opt- move harness from rear of entry to laying in frt cap with lite bar on it, other leg is ran to the door mech

REAR CROSSOVER MIRROR- installed after rain booth by sta 80, secured per drawing with ss screws

REMOTE JUMP START- opt- secure per order(gas.).under pass side of bumper past bend facing towards curb, or inside aux battery box or behind dvr headlite,opt to sec ure on from bumper, wiring coming thru grill, secured with 3/8" self tappers to ss bracket wiring secure and protected with con tubing

RAMP WARNING LIGHT AND BUZZER- opt- vertical yellow light installed on ext(location per order) buzzer so that when ramp is in motion is flashes and sounds, buzzer harness installed and laying inside bus entry door to be secured underneith later, no armor on bc transit buses, alarm located on backside of ramp pan

CALGARY- 46.5 "TO CENTER OF LIGHT FROM BOTTOM OF ENTRY

FRAME (may be installled in 150)

REAR CAMERA - opt hanging on rear wall, record #

REAR DOOR/S-all holes in frame filled with ss screws, (2)keys attatched to rear door handle, all screw holes filled in window garnishes, win splice no nicks on win garnishs, threshold installed, no seal showing around outside or around threshold, shock installed, All rear door handles must be vertical except CNG handle must be horzontial or 3pt latch, side CNG door handles don't matter which way NO LOCK W REAR DOOR, ALARM, OR C&G OPT UNLESS ORDER STATES SO

REAR DOOR ALARM- opt- sensors installed in rear door and frame, harness ran to console panel location

RAMP ACTIVATION SWITCH- opt toggle switch on outside, rocker switch in console

RAMP HEATER PAD- opt-check for wire under ramp, blk and white wire secured to bussman grd bar

ONTARIO KNEEL- opt light and buzzar outside only (will sound and flash as bus is kneeling)

SEAL-opt- if hole is drilled into rear wall thru rear light hole fill with seal

SIDE MARKER LIGHTS-opt- straight, secured w/ ss screws, yellow lens, 38" from btm of bus to center of light, lens writing on top of light, opt armor availablein center of bus on SOM, amber side ones, sae should be on top of light, (just above rear ww on SOF)

TELMA- opt- 100 amp breaker mounted on right side of the aux battery tray

TERMINAL COVERS FOR BATTERY POSTS (1RED/1BLACK) opt- securely installed over battery posts

THERMO KING CENTER AC- opt install actuator in hoses inside ps transition with hose clamps, install ends on wire harness PS & DS and plug together, secure ground to roof with star washer on PS, drain hoses thr tubes in walls and foamed around to prevent moving and damage

TOGGLES RAMP/DOOR-opt,no damage @, rubber boot on, wiring not under p clamp without conduit on them

TRUNK DOORS-opt- 4 screws on each side, top and btm, lock functions easily,

TRUNK SEALING -opt- if a seat bolt protudes into a trunk deamed to be sealed vapor tight to the interior the bolt and washer must be completely sealed around with sika

UNDER HOOD ITEMS- opt- headlights and turn signals secure, coolant bottle secure, fender braces secure, hoses secure, fender arms secure

VELVAC MIRRORS PWR-opt-heated opt- pass and driver, must have full motion, anti corrosion in holes(eck), fendor bolts tight, adjust to see with, test top and bottom have heat, hood does not rub pass bracket, plate on bottom is secure

VELVAC MIRRORS MANUAL-opt- pass and driver, anti corrosion in holes, fendor bolts tight, adjust to see approx a 45 degree angle, TORQUE REQUIRED see AMQ 081-088, hood does not rub pass bracket, plate on bottom is secure

VELVAC MIRRORS REMOTE HEATED LED SIGNAL opt- pass and driver, anti corrosion in holes,(opt) fendor bolts tight, adjust at a approx 45 degree angle, torque dvr side to bus TORQUE REQUIRED see AMQ 081-088,hood does not rub pass bracket, have a arrow on the outside face of top mirror, plate on bottom is secure

VELVAC MIRRORS W/REAR VIEW SYSTEM- (1403618) -has an arrow on the bottom of the top mirror surface

VELVAC MIRRORS REMOTE HEATED W/SIDE CAMERAS- (1407089) - pass and driver cameras on bottom of each mirror, anti corrosion in holes (opt), fendor bolts tight, adjust at a approx 45 degree angle, torque dvr side to bus TORQUE REQUIRED see AMQ 081-088, hood does not rub pass bracket, has an arrow on the bottom of the top mirror surface, each mirror wiring coiled up and laying in birdcage, plate on bottom is secure

VELVAC MIRRORS TO TRANSITION-attach to wing with bolts, not wobbly, TORQUE REQUIRED see AMQ 081-088

STATION 90 - ELECTRICAL

CRITICAL TO QUALITY

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

STANDARD

OPTIONS

4RA AMP RELAY FOR STOY/DEPLOY -opt-installed elect compt, secured down

4RA AMP HEATER RELAY opt--located inelect compt, secured down

7" WIG WAG LIGHTS IN REAR CAP opt-secure lights in rear, run harness in PS trans (red / blk harness) & add relay

ANTENNA GROUND-opt- if entire top of cap has a ground plate the small ant ground plate is NOT needed but a ground wire from the ground stud needs to be secured to the birdcage with a self tapping screw, if the entire top of cap is not a ground a separate ground plate is required

ANGEL TRAX opt- large white box installed on top OH storage box, grd secured under hood w/ star washer, sprayed w/ red spray, main wiring taped in center with Elec tape indicating splicing into speedo cable has been done, small black sensor mounted to top storage box also

AIR PRESSURE GUAGE LIGHT-opt- install small red led light in dash(NA on Ontario kneel option), buzzer under dash

BACK UP CAMERA IN REAR VIEW MIRROR opt- rear view mirror on windshield replaced with cameras one (OPT)

BIKE RACK DEPLOYMENT LIGHT opt- Small yellow light with silver ring around it mounted on a dash panel

AUX DEFROST FAN opt- wiring p clamped and hanging from birdcage

CONSOLE HARNESSESS - 1 inline pump has a pigtail on it with metal ends 2 main console harness - hook up to console 3 three intermotive harnesses with white ends. 4 pa harness one with 6 blue & pink ends and one with 8 pink and blue ends (main harness)

AIR LIFT HOSES/ GUAGE-SOM- installed gauge straightper order (oh abs or dash) straight up, BOOM MIC-opt- install foot petal w/ 2 rivets, install harness to foot petal, install mic, into & ext.

speakers should work independently

CONSOLE PANEL- opt bilingual, opt composite material & bilingual #1400857 (is real shiny), not bulging, not damaged, order of switches sb- light-dr-ramp-kneel, all switches lighted, check options for additional switches needed

CONTINENTAL AVL PRE WIRE- GPS opt- antenna(right one) hooked up cable not kinked or sharply bent, radio ant(center one) hooked up, with ant (left one) hooked up, covert switch on left side of console.

CONSOLE- use std OEM console with addition panel on top, opt- non-oem console with large switch panel secure, check for movement, 3 screws in each side,

CEILING/WALL BATTENS-opt- correct color, snapped fully in, cut flush to transition metal or door **CUSTOMER SUPPLIED ANTENNA** opt- verify install location, seal outside around antenna, seal inside at wiring

CUSTOMER SUPPLIED CABLES- opt- install per order

DASH - no wiring hanging from under dash, not stress marks or damage, screws flush, front plates not gapping

DEST SIGNS-opt- correct ones 12v,24v, key on to check, (twin vision opt-invertor mounted to bird cage,) switch in console, functions (t-vision opt)(luminator std), gray emerg power cable end must be accessible, wiring protected if not incased and p clamped if longer than 4/5 inch's, module laying inside frt cap, bracket for frt des sign secure to bird cage- Rear des sign should have big loom and big clamps, product info recorded, loom over wiring, turn screws around so you cannot see them thru the front win

DIELECTRIC GREASE- dab of grease in each light wire connection under transitions

DVR PANIC BUTTON- opt- installed in side of console or by driver knee

DRIVER LED DIMMER SWITCH-opt-rocker switch on dash should dim lights when held

DOME LITE WIRE- coming out of PS grab handle and p clamped to bird cage, hanging down from center of birdcage

DOUBLE READING LIGHTS- opt- located per flor plan, secure using all scr holes provided, all turned the same way

ECHO VISION- opt-, black beeper box secured per order (std location behind dash panel) light bar secured to top of console w/ hawk eye bumper, will beep louder as the bus becomes closer to something -BC Transit location- is on Elec board-

EGRESS LITES-opt-on SOF std on SOMs- lights comes thru material (trans panel, ac panel, lug rack) ,W/ REAR EVAP-lite on panel above rear ac , panel secured with trim lock on top with 4 silver screws , no damage around light, light wire tied up behind evap

FORWARD AUDIBLE ALARM-opt-switch in console or dash

FOGMAKER- opt- switch located per oder or other options, straight, light portion should be on the bottom , opt with methane detectors, kill harness coming from under pass side of dash, covered in conduit

FRONT CONSOLE POWER STRIP-opt- 3 power lugs on bottom front of console

FRT ILLUMINIATED SIGN-opt- lite secured to bird cage, module secured to the left on bird cage, grd wire attached to bird cage

FOUR WAY FLASHERS W/ SWITCH PRIORITY- opt- switch on console panel

GRD WIRES-secured to birdcage or ground bar, bussman grd bar, solid state contactor ground strap, gaps speedo cable)

HOSE CLAMPS-opt-correct ones used, silcone ones or constant torque ones

HEAVY DUTY DR SWITCH- opt -in console panel has a bumpy button (also called Switch series E DPDT English open/dr/close)

INT/EXT SPEAKER SWITCH-optional- installed in dash panel

INT SEAL- seal rear wall to roof, seal front and rear edge of transition panels with grey sika

INTERLOCK KNEELING SWITCH- opt- located on btm of dvr bottom dash panel, brake must be on for intermotive to function

KNEEL HARNESS- opt- install under console

LIGHT DELAY SWITCH (10 min)-opt- a rocker switch on the console, with ign key off press down and release rocker int lights will stay on 10 min

MERGE SIGN-opt- **(**4) holes drilled in rear wall (4) 1/4 x 20 Riv nuts installed if no backer present behind fibergalss, gaskets around wire and screws

ONTARIO KNEEL-opt-ramp light behind entry door at ground level and buzzer on backside of ramp underneith, no lite on dash

OVERHEAD LUGGAGE RACKS- opt-installed per floor plan, braces secured to roof bows with 3/8 self tapping screws, not scratched, rubber seams not cut short, carpet covered boards secured to inside with dble sided tape, lights installed, lite switches all pointing same way

RAMPS-RICON/ BRAUN -correct one,sits flush to floor in opening, secured , doesn't hit door handles, using win foam under it, tag attatched to release handle of 62" braun ramp, braun boot cover installed, all screw holes filled, grit tape not damaged, screws on cover secure, record product info, braun ramp has 2 flat screws under flap and 3 oval on each side, paperwork placed in drv door packet, ground wire secured to ground hat section on frame

RAMP ACTIVATION SWITCH-opt- install switch on console, should have toggle on outside, functions, must have 11v min in battery to function

RIGHT REAR YELLOW LIGHT- opt- yellow light in rear RS plastic of bus, Dallas Dart has a black arrow on top of light pointing left

RADOME ANTENNA-opt -hook up antenna & leave other end I/s frt cap

REAR WALL FABRIC- opt covered on rear wall at the top, seam in middle for batton strip not wrinkled, match's contour of roof

REAR LIGHTS - set up per the option description (standard-red, amber, white), correct side up, snapped totally in grommets, not pushed in grommets too far

REAR DOOR ALARM- opt- console panel with light in it for rear door

PROLO ROOF HATCH WITH POWER OPEN OPTION- opt- harness in console plugged into switch's 2 rh bottom places, control portion of harness goes into RTM box w/ 7.5 fuse,

ROOF HATCH GARNISH (PROLO opt Elec)-opt- , all scr holes filled, must open to check clearance, no damage, secured not gapping ceiling, screws not distorting plastic, screws set flush,

ROMEO RIM BACK UP HARNESS - opt- hooked up under rear of bus,

SECURITY CAMERA-opt mount cameras per flr plan, mount recorder box off floor, tray must open w/o pinching wiring

SEON SECURITY SYSTEM-opt- dvr box- secured to flr behind dvr seat(after plastic is installed), 1 camera cable- hanging behind sun visor, 1 camera cable e-hanging in center of bus below front ac, the power wire -is a fused wire hooked to the bat side (right) side of the solenoid l/s, ign trigger wire- is a 20gu yellow wire (with and inline 1 amp fuse) butt connected to a 10 gu yellow wire and then ran into the fuse box, trigger- a red button secured to the dvr side of the console(to start continuous recording)

STOP SIGN ON REAR DOOR- opt - not damaged, sign riveted straight to rear door

STROBE LIGHT-opt- secured to roof front or rear, or rear wall fasteners sealed with sika

STOP REQUEST-opt-chime module & stop LED stop sign laying inside frt cap, opt- small red light located in dash panel works with stop requests sign

STOP REQUEST INDICATOR LIGHT@ 50% ILLUMINATION- (bc transit opt) - red round light in dash panel comes on when stop button or cord is used

TELMA- opt-install LED display into console plate

TRANSPEC FRONT DES SIGN opt- white control box on birdcage behind sign, attached to ss plate on top of box and cage, box resting on blk brkt secured to bird cage

TRANS SINGLE ROLLAR CURTAIN SIGN- opt - **FRONT -Model- D-001-545 Vendor -Transign**, frt or side sign, toggle switch to roll, lite attached to brackets and then to birdcage

TWIN VISION SILVER SMART DRIVE DES SIGNS W/ OCU/CONVERTOR & USB DATA KEY-opt 2 plates on the birdcage, 1 has a gold convertor on it, the other plate has 3 relays on it the relays are installed in sta 110

TRIM-CEILING/WALL- opt- correct color, secured without gapping, not damaged, ends cut flush and straight witm minimal gapping,(black in grey carpeted bus only), covered with polyurea at flr spray locations

THERMO KING AC LINE COVERS/ACTUACTOR- secure plastic covers to each side of ac on roof, install actuator on PS in top line coming off ac , line w/ arrow facing towards front of bus, secure with correct hose clamps

TOUR BUS AUDIO VISUAL PKG-opt-tv blk power cord hanging behind dvr seat

TOP REAR FORWARD 4" LED EXT AMBER LIGHT RELAY-opt-light hooked up

THERMOSTAT -opt-leave hang in frnt cap area over dvr

UPFITTER INTERMOTIVE CABLE-opt- cable laying in frt cap -labeled

VEHICLE KNEELING OVERIDE- opt- on/ off switch on console, off the intermotive does not work **VELVAC MIRRORS W/REAR VIEW SYSTEM-** (1403618) opt- arrow will light up with signals and 4 ways, a mount on top of the console that comes on with the left signal, 4 ways, a mount on the left top of the dash that comes on with the right signal, 4 way and reverse

WIRING- tied up under pass side of dash, draped over birdcage behind airlift module, secured down area behind dvr seat with 4 p clamps bottom 3 turned backwards, all zip ties ends clipped off, any un used wire ends need to be covered with shrink wrap, secure all loose wiring w/zip ties, routed thru hole below pass dash, secured up under dash, trim lock installed in hole under hood if necessary, secured in birdcage to prevent plastic from bowing, all zip tie ends clipped off, p clamped off entry dr mech, secure with 2 p clamps down front side of entry door, star washers under all grounds, installs 3 butt connectors under Elec panel on BC transit buses

ZONAR SYS WIRING HARNESSS- opt harness marked inside front plastic w label

SPECIAL COMPONENT SYSTEMS - (see order for locations and pictures for future installations)
Infotainment System-Trapeze system-Battery back up-Pre wire for next stop luminator or any
other- opt install on oh equpt platform (wooden shelf/box sprayed with poly uera) and left in bus to be
mounted before plastic

STATION 100 - TRAN PANELS/WINDOWS/CEIL GRAB RAILS/FINAL ELEC

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

110 OUTLET WITH CONVETER-opt secure plate to birdcage with self taping screws, secure convertor t the plat with 2 zip ties, secure 1 zip tie one way and the other one the other way to prevent movement, install 110 wire splice onto the end of the wire coming in the birdcage and end of the wire coming over the converter box, p clamp wiring so it cannot get pulled out of splice

AIR LIFT HOSES- install hoses to air lift module making sure ends are deburred and cut straight, hoses not too tight putting stress at connection

AMMEREX FIRE SUPRESSION SMV13 W/METHANE GAS DETECTION-opt- sensor located in center of DS transition panel,zip tied to vent grill

ADVERTISING RACK- opt- Pretoria secured to wall without gapping, braces secured to ceiling, screws flush, not damaged, boards covered with felt and secure to inside with double sided tape

AC DRAIN HOSE COVER- opt- plastic covers installed on rear wall with white screws, no damage or gapping

ANGEL TRAX- opt_cameras

BUS ANTENNA -opt installed tight on cab, COMPROD- 154mz is a shark fin shape and RADOME 806-870 is a round one(some roof antennas are done in sta 110)

BUSSMAN- 3 ramp relays for 62" ramp, another 1 for heated ramp pads, relay for oem heater switch, ground and ground bar sprayed with anticorrosion spray

CAMERA HEATED- model RVS-812N

CAP AREA- no metal shavings or debris left in front cap area

CNG COMPARTMENT - sealed vapor tight if wiring is ran thru to passenger area

EGRESS WIN LIGHTS AND BUZZER-opt- hook up Elec on windows and hatch

ELECT ENTRY DOOR- wiring secured above to prevent it from getting into the mech as the door opens and closes

FARE BOX PRE WIRE-opt- wire covered with con tubing tied up at bottom of PS tran win for fare box (opt- in location on flr plan), end covered with shrink wrap tubing

FUSES- correct in fuse panels per sheet in unit files, all inline fuses labeled with size of fuse installed in holder (no handwritten labels), holder secured to bussman board

INTER DOOR SWITCH BATTERY HOT- OPT- w key off there is a switch in the front oh that will open and close the entry door **LIGHT DELAY SWITCH** (10 min)-opt- a rocker switch on the console, with ign key off press down and release rocker int lights will stay on 10 min, if you turn the key on they will go off This is written regarding the function not what Bob adds to the bus

POWER STUD IN ELECT COMPT-terminals placed over stud and nut tightened down

PREWIRES/PULLWIRES opt- run to location specified on order, labeled accordingly (no handwritten labels)

RADIO PREWIRE/PULLCORD- opt- secure a plate to the birdcage above the Elec panel (not needed if the frt cap has a mesh plate in it), pre wire running from ele panel to PS win or down ds b pillar to floor, route to location specified on order

REAR SPEAKER CUT OFF SWITCH- opt switch located on dash panel, on-off, secure, not damaged

SPEAKERS- secured with all 4 screws (small black win screws so wiring behind is not damaged), small speakers with REI radio

TRANSITION PANELS- opt- correct material(should be same as ceiling material unless noted otherwise)no damage to rear wall from tracks, seam in panel not extreme, gray seal at back of trans panels covering fg edge and not gapping, no fg edge showing along top and bottom, (have to foam around white ac drain hoses to hold into place before installing panels)no damage to rear wall from tracks, straight, lights & speakers stacked and evenly spaced, no gapping secure, seam in panel not extreme, opt.. egress lights coming entirely thru material, not damaged around egress light,

TWIN VISION SILVER SMART DRIVE DES SIGNS W/ OCU/CONVERTOR & USB DATA KEY-2 plates on the birdcage, 1 has a gold convertor on it, the other plate has 3 relays on it the relays are installed in sta 110

OVERHEAD GRAB RAILS-opt-DIMPLED, YELLOW, TERRA COTTA are slightly bumpy, square on ceiling, all screws holes filled, , screws flush, no sharp screws, no gaps to ceil

O/S SPEAKER SWITCH- opt- (goes with internal/external speaker option),int/ext switch on dash

WALL TRACK- if bus has a luggage rack the track I left loose in sta 40, correct bolts, secure track to wall making sure bolts are flush by running hook down track TORQUE REQUIRED see AMQ 081-088

WINDOWS- SIDEWALL AND REAR WALL-opt-THERMO PANE, WITH SCREENS options, correct ones, weep holes at the bottom, functions, all screw holes filled, no dents on exterior, no burrs on window screws that will catch on a rag, solid win if getting a side des sign, no seal showing below windows, on sliding windows no sharp handles, screws seated straight, emergency stickers are present on egress windows. Thermopane windows have double weep holes and the bottom and rubber around the egress for a seal, Temper stamp must be legible, trim rings not sagging or bowed, weep holes around T, missing blocks at T, I/s seams sealed at bottom and T, upside handles, screws in handles in wrong track, no foam on o/s of window, exhaust outlet not directly under openable portion of window (Solid exit win is not considered an openable win)

Reject-scratches that catch on a fingernail, scratches in main viewing area over 1/2", chips larger than 1/8", all square corners (must be nubbed)

WIRING- ran neatly and orderly, protected from damage, not ran with hoses, not chaffed, star washer ran on ends of grounds, not more than 4 terminals (connector ends staggered not stacked) on a screw, stud or terminal, not seen thru front sign view port, bundled with zip ties, unused harness ends on exterior of bus should be shrink wrapped sheet

STATION 110 - SEATING

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

12v POWER SOURCE- opt- secured to seat base, wiring protected and secured

50" CABLE RELEASE CLAW ASSY- opt secure to sidewall straight, cable tied to mech to prevent damage, releases smoothly

ADNICK POWER SEAT BASE opt- has skirt to keep fingers out of movement, opening in skirt must be located over control panel, wiring secured to prevent damage and allow seat travel, all screw in control panel, controls all function correct way, to be mounted on a freedman base, 15amp fuse in fuse holder under seat

CANTILEVER LEGS - opt is angled and sticks out from under the seats

CEILING MOUNT- bracket secured to tube in ceiling every time there is a center wheel chair to allow belt attachment, opening pointing forward (check print for location)

CHILD SAFETY SYSTEM-opt button installed in PSR trans, big sticker on PS transition

CNG COMPARTMENT - TULSA seat box sealed vapor tight to interior

DRIVER SEAT BASE - Freedman seat base used only with adnick elec base(all others shall be OEM base)

DRIVER SEAT- correct seat, secured (TORQUE REQUIRED see AMQ 081-088), wiring secured to prevent damage and to allow travel, MAY have special seat skirt option, verify skirt does not hit stanchion, wiring plugged in for belt alarm,

FLOOR LITE WIRING- seal on topside and underside foam

FLOOR TRACK COVERS-Covers installed on floor track where visible (not needed behind full row at rear) not gapping to seat legs. Secured to not pop out of track

FLOOR/ HOLES- no holes showing at seat legs, all holes must be completely sealed with anti-wicking paint to prevent water damage, no messy seal around, after floor pucks are installed make sure nothing has popped up causing a hump in the floor

HEATER WIRE COVER- opt- plastic cover attached to leg with black screws, plastic one on under seat heater, secured to protect heater wiring and hoses, not pinching wiring or hoses, wiring secured to prevent getting tugged on

HEATER (FLOOR)- correct heater(s), all screws in base, hoses not kinked, wiring secured to prevent damage, hoses hooked up w/o kinking and not rubbing, grommet secured to floor, flush with front of seat if possible, hose clamps torque to 30" pds, seal hole for heater harness wire i/s

HEATER (UNDER SEAT)- correct heater(s), secured to bottom of seat with washers, no shavings in heater, hoses not kinked, wiring secured to prevent damage, , hoses hooked up w/o kinking and not rubbing, grommet secured to floor, flush with front of seat if possible, seal floor hole where harness goes thru

HEATER FOOT SHIELD- opt- secured on top of under seat heater, not damaged, no sharp edges

HEATER WIRES-seal on inside, foam underneath

HEATER-correct heater(s)opt-under seat, opt slim line, all screws in base, hoses hooked up and not rubbing, grommet secure in floor, wiring protected, flush with frt of seat, wiring tied back if heater is in an exposed area,

INTREGRATED CHILD SAFETY SEAT- opt ICS on floor plan. A seat that folds down for a toddler

L- TRACK COVERS IN FLOOR-opt correct part and location per flr plan, fits snuggly in track, cut to correct length without gapping

L- TRACK IN FLOOR-opt correct part and location per flr plan, all screw holes filled, end caps installed and secured TORQUE REQUIRED, Go No Go gauge slides thru track

OEM DRIVER STEP- check for damage after dvr seat is set

PUCK CAPS- Should be arranged to separate w/c positions per color, colors per order

QSTRAINT BELTS MOUNTED ON SEAT W WALL RELEASE-opt- lap belts do not ratchet, hooks ratchet and should release (pull down with the wall mount, plastic on wall mount should fit tight, wiring zip tied to seat, 2 clamps securing wiring to wall, wiring not rubbing sharp metal under seat

QSTRAINT EXPRESS BASE- opt- pull belt out buzzer will sound for 3 sec when sound stops belt will lock, wire cover secure, secure to flr, belts do not ratchet

QUBE SYSTEM MOUNTED TO SEAT BASES-opt- ratcheting hooks, female buckle to aisle side, in board lap belt storage pin attached to wall pointing towards cube 6" below window garnish, functions, belts release easily, TORQUE REQIRED

QUBE SYSTEM PUCK MOUNTED-opt-loose part that hooks over existing pucks on floor, ratcheting hooks, inboard lap belt storage pin attached to wall pointing towards cube 6" below window garnish TORQUE REQUIRED

QUBE SYSTEM SPECIAL W/ARM SYSTEM.-opt- inboard ap belt storage pin attached to wall pointing towards cube 6" below window garnish, hooks over existing pucks on floor, arm SYSTEM secured to fir (torque) TORQUE REQUIRED arm to slide out and lock, push down on black release handle to unlock

ROTARY BATTERY DISCONNECT DVR SEAT- opt- located on dvr seat base with blk plate and 3/8 self tapping screws, not damaged wiring secured under seat opt- (Hamilton is installed in the PS plastic)

SC RESTRAINT WALL STORAGE opt-storage brackets #1202680 for qstraint with a vinyl pad below it, - no metal slag on them, minimal discoloration, btm edges rounded, pad no wrinkles @ screws, no raw corners on pad, screws w/painted heads, secure

SEAT BACKS - opt - ABS seat backs

SEAT BELT EXTENDERS - opt- snapped into existing belts on seats, functions easily

SEAT BELTS-opt-correct part and location per flr plan, secured, will belt @ a normal person, not twisted, installed straight, DRIVER- plastic button on belt holder not gapping, at an angle for easy latching, red release button on outside of belt holder, belt will fasten snuggly on a small person, driver seat belt and latch must stay with the chassis it came with and latch must be mounted so the whole latch is above the bottom seat cushion (to ease in unlatching), doesn't matter where tag is sewn on belt TORQUE REQUIRED see AMQ 081-088

SEAT HOLES- completely covered no raw wood showing

SEAT HOOK- opt- CRS on floor plan is a seat hook on the seat

SEAT LIGHTS-opt- lights secured, wiring tied up & not rubbing metal, hole in flr painted w/ anti wicking, if the light is into the rear trunk----must be sealed with sika @ backside of light, hole in metal leg painted with ECK rust inhibitor, zip tie wiring to seat leg is possiblelights under seats, switch on console, secure wires to leg, wiring protected thru sharp hole with con tubing, tubing ends taped to prevent tubing from coming off

SEAT, PWR/ DRIVER - opt-secured, grd wire to post behind dvr, star washer behind grd, plug in harness, no rust on base TORQUE REQUIRED see AMQ 081-088

SEATS, FLIP FOLD BV FOLDAWAY-3 PT BELT HARNESS- no dump cover on the mech

SEATS, FLIP or FLIP Fold - opens easily, locks in place when open, folds up easily. All covers and clips in holes, no glue overspray on underside., acorn nut installed on bottom of pivot bolt, do not rub wall when unfolding, latchs functions easily, no spinning washers at floor, 1 washer under bolts

SEATS, WHEEL WELL - Standard thick cushions/ optional thin cushions child safety seats are both thick cushions,

SEATS-opt-clean, correct part seams and material not damaged includes back of seat,washers cannot spin, 1 lock washer for each bolt under seat base, 1 washer under bolts to floor, correct part and location per flr plan, torqued, secured, spring nut not twisted (straight in track), , no damage on legs or bases, ------if bus has a child safety seat at the wheel well the additional seat **CAN NOT** be thin, t leg covers flush to legs with black screws, aligned from side of bus to side of bus (row to row), TORQUE REQUIRED see AMQ 081-088, nothing running on seat backs, seats not blocking egress handles, correct square inches of egress space (use Go No Go guage), hip to knee space to be 26" minimum

TDDS UNDERSEAT STORAGE-SC OPT- Ears secured to bottom of flipfold seat per floor plan. Top of ears should face inwards towards each other. Should be 4 ears per set two on top and two on bottom. L TRACK OPT- track secured to bottom of flipfold seat underseat storage should be type of restraint kit installed for bus

UPGRADE SKIRT- skirt around bottom of driver seat, if bus calls for upgrade skirt and adnik pwr base it will get the one with the large board on top of it, except Dallas Dart-they will get the elect base but the small upgrade skirt

STATION 120 - STANCHIONS/PLASTIC

CHECK FOR ANY DAMAGE, ALL FASTENERS FLUSH

62" RAMP RELEASE HANDLE- opt-up thru floor, mounted secure using black screws, screws flush and not sharp, tag on handle, functions

AC FILTER-opt-installed behind ac vent cover on slotted covers only, not wadded up

ADDITIONAL RADIO SPEAKER-opt- secured per flr plan, all 4 black screws, no gapping or damage, hole doesn't show around it standard location in plastic above driver

ADDITIONAL/DOME LIGHT- FARE BOX LIGHT- opt- installed in plastic per fir plan, secure, no damage

AIR LIFT GUAGE-SOM- install right side up in oh plastic above dvr or where order states, will light up with key on

AMEREX FIRE SUPPRESSION- opt-after routing hole in plastic for control box, pull box thru the plastic, secure the face plate secure plate to plastic and backer w4 screws Mount agent cylinder to cab floor on c/s making sure screws do not come thru frnt ww Record #s on prod info

ANGEL TRAX opt- large white box installed on top of driver storage box, screw points covered i/s box, ground secured under hood w/ star washer, sprayed w/ red spray, main wiring taped in center with elec tape indicating splicing into speedo cable has been done, small black sensor mounted to top of storage box also and scr points covered inside(see Buses 654-656 Wauseshka for pic)

APC PEOPLE COUNTER- installed on bottom of entry door overhear with 6 rivets, counter area on bottom centered over entry door opening, silver plug on inside of overhead coming out on right side of counter (will not function)

AUTOMATED ANNOUNCEMENT SYSTEM- opt- secured to back side of dvr stanchion, secured to prevent movement, wiring secured to prevent damage

AUX DEFROST FAN- opt- secure per flr plan, screws flush, functions high-low, not gapping

BRIEF CASE RACK- opt- btm installed, all screws installed, secure

BROCHURE HOLDER- opt- secured to dvr stanchion with rubber washers at ADA height 48" to top, Wauskesa wants 45" to top

BROCHURE RACK PREP - clear plexi mounted to left hand stanchion with hardware shipped loose.

CAB FLOOR- make sure it doesn't oil can

CAB FLR PLATE-sprayed with ploy urea, ploy urea not peeling, installed with 2 black screws, tight to rubber

CAB FLR RUBBER- no gaps to console, not baggy,

CAMERAS-opt- secured per flr plan, oriented correct side up (check with laptop if no monitor)

CLOCK-opt- correct clock, secured in plastic, no damage

CONVEX MIRROR/S- opt- round or square, secure, located so entire bus can be seen, see flr plan for location

CUP HOLDER -secure, flush in console hole, glue down for Dallas darts

DASH PANELS- no damage, secured all screws installed, not gapping

DEAD ANGLE MIRROR-opt-- installed on plastic in cab area instead of convex mirror

DESTINATION SIGN CONTROL-opt-secure straight in ABS above driver

DOME LIGHT -secure, functions,

DOOR OVERHEAD PLASTIC-secure, not gapping, std thumb locks, easily functions

DOOR, FRONT GROVED opt-std thumb lock, easily functions, optional vented door with filter,

DOOR/S FRAMES- EQUPIT SHELVES- screw tips covered with rubber tips inside,std thumb lock standard,

DRIVER A PILLAR TRIM-secured with black screws at top x2, not gapping, can't see wiring from outside bus looking thru windshield

DRIVER PARTITION- opt- metal divider sprayed with polyurea secured on left back side of driver stanchion with 2 black screws, must not rub against plastic

DVR STANCHION-opt-correct one(yellow, ss), secured, acorn nuts on dvr seat side, no gaps to ceil, no burred screws

DVR SUN VISOR-secure, functions, screw in right brkt, not dirty, Diesel sticker attached, are all cloth

ESPAR THERMOSTAT -opt- secured to plastic

FARE BOX WIRING-opt-if GFI plate is in floor wiring is ran thru hole in plastic and coiled up under matt, if not wire is ran thru stanchion and out hole, wiring must be covered with con tubing, wiring end must be shrink wrapped, zip tied to stanchion

FARE BOX-opt-correct one, secure, lite comes on with key on

FOGMAKER- opt- secured to cab floor, control panel installed in overhead or on side of console per order

FOGMAKER w/METHANE CONTROL PANEL- opt call and electrician to wire up panel to harness, installed straight with 4 screws

FRONT STEP TRIM- metal sprayed with polyurea, not peeling, secured to prevent gapping, all screws flush

GENFARE GFI FAREBOX- op- (wauseka 654-656) firebox w/ key pad on front mounted to cab floor

INTERIOR PLASTIC secure, all the same color, no damage, screws seated, no stress marks or splits, rubber trim installed below driver plastic pillar to prevent gap, all corners rounded, doesn't rattle

KEYS-2 keys per type per bus

LUGGAGE RACK- opt folding- two tier -secured to flr and wall per flr plan, not wobbly, shelves function and lock in place, felt secure with no bubbles, no damage

MODESTY PANEL opt-/PADDED-opt-correct ones, trim secure around edges, vinyl not twisted around fasteners OEM KICK PANELS- loose panels secured

OVERHEAD PLATFORM-opt is a 12x12 plate or polyurera sprayed board secured to the bird cage in lower overhead **OVERHEAD STORAGE-** opt wood box completely covered with polyurea, secured to birdcage with 3/8" self tapping screws, no extra holes

PAMPLET HOLDER-opt secured to drivers stanchion vertical tubes per order- ada height is 48" from flr to top of holder, straight with it's surroundings, not scratched or cracked at screw holes,

PASS A PILLAR- secured, not gapping, screws flush

PLEXIGLASS PANEL-opt- secured with rubber grommets, no sharp edges

PLEXIGLASS POSTER HOLDERS- opt secured to wall straight with their surroundings per flr plan

REAR STEP TRIM-opt-yellow rubber flush w/ top of step, 4 screws in each piece, seam in middle (Tulsa)

REI 3 CAMERA SECURITY SYSTEM W/REI BACK UP CAMERA- opt-hard drive mounted behind driver seat

RIGHT HAND GRAB RAIL-opt-secured, correct color, if unit has a prewire for fare box or firebox the stanchion must have a extra leg and be welded, wiring to have end shrink wrapped-BC transit to be shipped loose

ROLLER SIGN ACCESS WINDOW- nice round hole cut in plastic, plexiglass secured inside over hole, no wiring blocking vision to see sign, is clean

SEON SECURITY SYSTEM-opt-cameras mounted per floor plan

STANCHION PADDING opt- Standard location is 36" piece on LH entry stanchion, opt colors- correct color, installed on correct item, secure not loose

STANCHIONS-correct one, tug on for securement, no paint chipped all screws installed straight not gapping or stripped, where stanchions are only going into the wood floor wood screws need to be used

STORAGE AREA WITH CARGO NETS- opt riv nuts in rear wall and then eyebolts, posts secured to flr w 8x1 mod truss screws and nets attached

TALLEY COUNTER- opt # of buttons, secured to top of console or plate on rh stanchion

THERMO KING ROUND VENTS-opt-- function, 5 in frt vents function, flush with plastic

THERMOSTAT-opt- straight with surroundings, secure to plastic or per order

TOUR BUS AUDIO VISUAL- opt-mounted on dvr stanchion, secure, functions

TV- secured to prevent damage, wiring loomed, rubber grommets around wiring holes in plastic, mic/wiring secured to drivers stanchion

VERTICAL GRAB RAILS- opt-secure to ceil rails & flr, cups at bottom, yank on (not wobbly), Corwell & St Thomas want the black rubber coming out of them all the same distance, screws flat to floor

WALKER RACK WITH NET-opt- located per flr plan, not damaged, post secured to floor, eyelets secured to riv nuts in rear wall, netting installed with latches towards rear

WALKER/CANE RACK-opt-correct one , secure, all screws flush, polyurea covered boards if necessary, functions if flip shelf

WHEEL CHAIR GRAB RAILS- opt installed per flr plan, all bolts in holes, not damaged or gapping, installed straight with it's surroundings

OVERHEAD STORAGE BOX OR PLATFORM opt- make sure no raw wood is visible thru front cap window 120

STATION 130 - FINAL REWORK

ABS DAMAGE: Repair all ABS damge with bondo and or paint. This includes screw holes, stress, broken pieces, ect

ABS DOORS: Secure doors at hinges with rivets. Spaced evenly. Ensure the latchs are correct (thumb or key) and work properly. Add rubber bumper to bottom corners of door to reduce rattling.

AISLE LIGHTS: Install any aisle lights once seats are installled. Secure harnesses as needed

ENTRY DOORS: Install and adjust entry doors. Record #s on prod. Info sheet

HANDICAP STOP REQUEST: Install buttons or tape on seats once seats are installed. Add screw tip covers to buttons on seat bottoms

STANDEE SIGN: Install standee sign in overhead above driver UNLESS: GSA buses go in Door header access door or other signs, labels, or equiptment go there.

WINDSHIELD: Add bus # to inside of windshield and remove outside #. Remove any and all stickers inside or outside that may be left

STATION 140 - UNDERBODY

TOO TIGHT/TOO LOOSE- wiring cannot be too loose or too tight pulling on connectors

AIR LINES- secured to wiring RS frt with zip tie and oem clamp removed from wiring, secured to prevent damage, routed away from heat sources, not on exhaust, routed away from sharp edges, covered over rear cross member with hose insulation, covered with rubber hose through upper air bag mount, ran along top of frame and securely, protected on top of frame rail DS at transmission, option to attach to air tank, cap on line coming from air tank (no specific color), on PS front wiring needs to be zip tied thru the p clamp and the oem wire clamp removed

AIR TANK DRAIN opt- uncoil pull cord tight ahead of the air tank, secure thru p clamp with loop showing on underside of CS wall trim

AIRLIFT SERVICE PORT- (SHRADER VALVE)SOM installed in RS transition just above running board, secure, cap installed

ANTIRIDE ON BUMPER-opt- correct one(see parts list), secured, no rust, make sure if bus has a rear door it will clear the door by 1/4" miN

BACK UP ALARM-opt -hoses not covering front of alarm

BRASS SHUT OFF- opt- brass shut off installed in heater hose, secured with banded hose clamps (electric one standard with heat in rooftop unit)

BUMPER BRACKETS- opt- spacer opt as well-correct ones, no rust, secured with zinc fasteners, TORQUE REQUIRED see AMQ 081-088

BUMPER EXTENSION- opt- bracket to extend distance to rear wall, no rust

BUMPER STEP- with rear door option (exept CNG comp door), and std bumper, sq. with holes, no rust

BUMPER-opt-correct one, secure, no rust, level, same approx distance to rear pillars on each side, opt reinforced bumper Calgary, heat shield above exhaust pipe on plastic bumpers, Installed after paint if unit calls for paint.TORQUE REQUIRED see AMQ 081-088

EXHAUST- Exhaust should not extend more the 2 " out from bumper + 1/4"

FLOW METER TEST- (vacuums out air from heater hoses and fills with antifreeze) perform after install flow meter test and install overflow hose to top port on reservoir, no clamp required but hose must be covered with con tubing and pushed fully onto port

GROUNDS - sprayed with anticorrosion spray

HAWKEYE BUMPER- opt secure wiring inside plastic, plug into bumper, exhaust heat shield in place. The small dot on the sensor eyes must be on the bottom

HEATER HOSE INSULATION- opt- black foam covering entire hose, ends zip tied to prevent coming loose, clamps every 12", seams taped with foil tape 3 wraps 3-4" overlap outside on both sides of seam

HOSES - secured every 12",tied back inside c/s frame rail away from heat shield screws secured & protected to prevent damage, w/in 2" of exhaust, if splicing MUST use metal splices, do not splice hoses where a leak would come in contact with the exhaust or in a hard to get area, not rubbing on track bar cs rear, not twisted, kinked, pinched due to our up fit not rubbing on any sharp edges, NOT PINCHED WHERE IT GOES OVER THE FRAME, routed thru PS cross member and not rubbing, trim lock installed for protection where necessary, not touching exhaust, covered with Kevlar where close to exhaust, routed thru left kick up, correct hose clamps, flat hose protectors tie strapped in place at cross members

LIGHTS AT RAMP-secure, function, back side sealed w/ foam

RAMP opt- connector at ramp boot should cover all wires, add elect tape if needed, secured up as far as possible, barrel connector at harness in frnt of ramp should be secured behind rubber flap and foamed for protection thandle installed, tag attached, foam around hole, secure harness to steel floor bar in 4 places with hellerman ties

RAMP WARNING BUZZER- opt- buzzer installed behind ramp frame close to inside rail with 2 -3/8 self tapping screws

RENFORCED REAR BUMPER- opt- 2 tubes located on back side of bumper that the bumper bracket secures to

RICON RAMP GROUND WIRE- opt secured to ground bar hat section

RUNNING BOARD/W OR W/O WING- opt-secure to underside of cab not gapping, mud flap portion secured to fender without gapping, trim lock installed on front sharp edge, level Installed after paint if unit calls for paint

RUST- any rust to be sprayed with rubber spray, all welds must be sprayed as well as seat spacer used a washers and any raw plate

SEAL - Seal all holes thru wood floor from previous stations. Foam, sika, or silicone can be used **SPRAY FOAM**- spray at base of dvr fiberglass transition, seal any hole in the flr, or step well, rubber installed at ramp to help fill large hole foam any heater hoses and harness, all drain hose areas after k-zoo valve installed, any opening in walls (marker light harness area)

WIRING-ensure wiring and cables located under DS front under cab step were not burnt when cutting frame apart, Tyton Hellerman fasteners approximately every 12", secured & protected to prevent damage, not secured w/FUEL OR BRAKE LINES, add kevlar w/in 2" of exhaust, , 6" service loop at connector, not touching any heat sources, chassis ground wire not blocking other holes in grd bracket, loop at connectors as to not pull on them, no excess wiring hanging to get caught or have ice build up, ramp wiring routed in frnt of ramp with 4 Heller man ties, tied up off head shield, NEVER tie wiring to fuel lines, brake lines, power steering hoses body master wiring not touching parking brake cable bracket, all wiring jacketed with loom and ends taped, 1-2" slack at the connector, ramp wiring secure, wiring secured away from front control arm, frt OEM grd strap in place and sprayed with non corrosion spray, wiring and hoses tucked inside x-member in front of fuel tank, NEVER tie wiring to fuel line, brake lines, power steering lines

STATION 150 - FINAL

CLEAN-blow out debris in oh compartments and passenger area. Wipe off any obvious smudges, pencil marks, buytl inside/outside

DASH - verify and repair any damage to the dash

LABELS- install opt. CSA (2 big handicap labels in door pocket no Made in America labels), egress decals at each egress light, opt. rear door opening instruction on rear exit door, handicap and priority decals at each wheel chair location, heater shut off valve decal on exterior, ARBOC Mobility/Freedom/Independance/Liberty/Equess logo on front and rear and patent label on passenger side, air tank drain valve label, h/c on ext. of bus behind entry door, ramp label if ramp light is installed, kneeling for all SOM on back bottom door frame.... see order for specific decals,

REFLECTORS- red round on each side of rear pillars, red round reflectors on each rear pillar, ship red round reflectors loose on Darts

SIGN-(TULSA) if the fasteners anything protrude into a comp they need to be sealed vapor tight to the interior it must have butyl around the fasteners

WINDOWS-Seal Outside seams, voids around blocks or blocks not sealed with "goop"

WIRING - all wiring running thru floor must be sealed

WIRING UNDER DASH- secured up to prevent damage

STATION 160 - ALIGNMENT/ROAD TEST

ALIGN TIRES-alignment recored on computer to be saved on flash drive to be added to unit files

ALTERNATOR AMPERAGE- Record amp reading under full load on road test sheet

COOLANT- filled up to line on the label

GROUND CLEARANCE- about 8" clearance from anything to ground, BRAKEOVER ANGLE (string from bottom center of front tire where it meets the road to the center of the bus wall nothing came be hanging down in that area

HEAT/AC- verify and record AC temp-40 degrees-Heat temps 120 degrees approx

HEADLIGHT AIMING- use alignment tool and adjust headlights as necessary

JAM NUTS- verify jam nuts in front are tight

RIDE HEIGHT-set ride height

THERMO PICTURE - take 1 thermo picture of alt, anything hotter than 250 or higher degrees notify supervisor and check for loose ground etc., Temperature of 275 degrees plus do NOT park bus until problem is located

TIRE PRESSURE- checked ,corrected written on road test sheet- **139**- 65/65 **159**-65/65 **165**-65/65 **165 hybrid-** 65//80 **191**- 65/80 **210**- 65/80

TIRE PRESSURE EQUALIZATION SYSTEM- opt-add lines and gauge to rear tires

Alignment nut- TORQUE REQUIRED see AMQ 081-088

STATION 170

DIAGNOSTIC CABLE - Remove air diagnostic cable from loose parts box and install behind electric panel, place remainder of loose parts is driver door pocket, attach label to wiring

EXTRA SET OF FUSES (OPT B929)- send extra fuses(see drop down on order for amount of each)

EXTRA SET & SPARE FUSES ADD ON(OPT 929SB)- is a 6-way bussed panel

FED tag- print and install without wrinkles

FUEL NECK COVER PLATE - ship loose when called out on order

Fresnal lens- opt- install on back window, no bubbles

Keys- All keys zip tied together

Painted Buses- seal, install ww rubber, ext speaker, entry dr light

Qstraint belts- Ship loose correct kit/s in bus, install QRT 360 belts to floor and wall (paint holes in floor w/ antiwicking, seal top & underside), on any cube system install cube in track, floor pucks or bracket on seat legs, seat belt hook to be aisle side, release lever arrow to face wall, belt pin installed on wall in tube and 6" down from window, hook belt to pin on wall, install all belts on F-DOTs

Rain Bay- rain bus for set time, repair any leaks and retest

Ship Loose - All items in packet/box indicated on paperwork

SPARE RIM ONLY - ship loose when called out on order

Weigh bus- put weight sheet in dealer packet

SMOKE BOMB TEST - set off bomb, repair any leaks

STATION 190 QUALITY

CLEAN- make sure bus is cleaned before parking

DEALER PACKET- in vehicle

FUEL TANK SENSOR COVER- sealed around top side

ORDER- make sure everything is highlighted

PICTURES- take completed bus pictures inside and out including all options

PICTURE OF CAMERA ANGLES IN MONITOR- take a picture of each camera angle if can be checked to see that is pointing in desired direction

UNIT FILES - Make sure unit is completed and signed off

VIN TAG- on door jamb

WALK AROUND I/S & O/S

UNDERCOATING - to be sent out vender (Ziebart), ckeck underbody for missed areas

ARBOC Specialty Vehicles Proposed Delivery Schedule

(Week of)

Chassis			
Unit	received at	Delivery to	
number	ARBOC	RTC*	
1	4/25	10/27	
2	4/25	10/27	
3	4/25	10/27	
4	5/2	11/3	
5	5/2	11/3	
6	5/2	11/3	
7	5/9	11/10	
8	5/9	11/10	
9	5/9	11/10	
10	5/16	11/17	
11	5/16	11/17	
12	5/16	11/17	
13	5/23	11/24	
14	5/23	11/24	
15	5/23	11/24	
16	5/30	12/1	
17	5/30	12/1	
18	5/30	12/1	
19	6/6	12/8	
20	6/6	12/8	
21	6/6	12/8	
22 23	6/13 12/15		
23 24	6/13 12/15 6/13 12/15		
25	6/20	12/13	
26	6/20	12/22	
27	6/20	12/22	
28	6/27	12/29	
29	6/27	12/29	
30	6/27	12/29	
31	7/11	1/12	
32	7/11	1/12	
33	7/11	1/12	
34	7/18	1/19	
35	7/18	1/19	
36	7/18 1/19		
37	7/25 1/26		
38	7/25 1/26		
39	7/25	1/26	
40	8/1	2/2	

180 days from receipt of chassis to delivery of bus to RTC

*All dates are subject to change based upon chassis availability from Ford due to the micro-chip shortage



Process

CBS operates as your dealer to quote, order, inspect, and deliver your vehicles. It is our job to insure the vehicles ordered are built to specification and delivered within the timeframe allotted. Our team of dedicated staff will hold your hand the whole way, from quote to delivery.

1. Quote

- a. Agency has a need or desire to purchase a vehicle.
- b. CBS staff assist and direct to help the agency purchase a vehicle that fits their needs and benefits.
- c. Quote is derived by both parties and agree upon based on the SCTA Contract

2. Order

- a. CBS staff process an order with the manufacture once a Purchase Order is received
- b. The order is logged into our reporting system and the 180-day clock starts

3. Progress Reports

- a. CBS staff establishes production dates with the manufacture and updates the customer
- b. CBS staff determine an estimated delivery date and monthly update the customer in our report

4. Pre-Delivery

- a. CBS service staff receive the vehicle from the manufacture
- b. The vehicle goes through our multi point inspection process certifying the vehicle for delivery
- c. CBS Service staff also check the vehicle for ordering compliance, helping to ensure the vehicle has been built to specification quoted

5. Delivery

- a. CBS Coordinators prepare all the delivery paperwork and packets.
- b. Operators & Owners manuals are assembled in the delivery packet for delivery with the vehicle.
- c. DMV & Title Paperwork is prepared
- d. CBS staff schedule delivery with the customer

6. Delivery Training

- a. Onsite delivery is required by CBS to insure the vehicle is received as quoted with no defects
- b. CBS staff will train the customer and their staff at the delivery on operational and safety features of the vehicle
- c. Road test can be performed be acceptance if requested

7. Post Delivery

- a. CBS will schedule more service, warranty, and operational trainings at the request of the agency
- b. CBS will follow up to insure the vehicle is operating as expected and make sure the customer is good.

8. Warranty – Service – Parts

 a. CBS staff as outlined in the submittal are available the remaining life of your vehicle for support.



CBS Work Plan

Once Awarded:

- 1. Receive purchase order and set date for pre-build conference (to occur 30 days from receipt of PO).
- 2. Exchange notes from any previous builds for review prior to pre-build conference. If IGA, review notes from previous builds associated with this bid.
- 3. Set agenda for pre-build conference.

Pre-Build Conference:

- 4. Confirm accuracy of order.
- 5. Review customer/manufacturer questions.
- 6. Review documentation requirements.
- 7. Review inspection, delivery, and acceptance criteria.

Place order with factory:

- 8. Disperse notes from pre-build conference to all attendees and vehicle manufacturer with a request to check for accuracy and confirm within seven (7) days of the conclusion of the pre-build conference.
- 9. Review response to meeting notes and disperse replies to all involved parties.
- 10. Receive initial build schedule from Manufacturer.
- 11. Receive revised/confirmed build schedule from manufacturer with chassis id numbers.
- 12. Set dates for on-site inspections with purchaser and manufacturer.
- 13. Set date for pre-inspection meeting.

Pre-inspection meeting:

- 14. Review inspecting criteria and procedure with customer.
- 15. Set goals and agenda for on-site inspection.
- 16. Forward meeting notes to the manufacturer to insure required preparations are made.

On-site inspection at manufacturer's facility:

- 17. Review of required documentation.
- 18. Physical review of assembly stations for "Buy America" compliance. (FTA).



- 19. Physical inspection of first production unit for compliance to specifications and quality of the assembly process.
- 20. Review of the inspection notes with the manufacturer.
- 21. Physical inspection of incomplete units on line.
- 22. Re-inspection of first production unit to insure that any defects have been corrected and that the vehicle is acceptable in its current form.
- 23. Re-inspection of incomplete units on line to insure that required corrections are being carried through to production vehicles.
- 24. Establish schedule for shipping of completed units with vehicle manufacturer.
- 25. Prepare Request for Work to shop.

Inspection and Delivery to Creative Bus Sales:

- 26. Upon arrival at Creative Bus Sales each vehicle is prepared for delivery, fueled and cleaned as stated in the contract or sales agreement.
- 27. Creative Bus Sales notifies the purchaser of vehicles prepared for delivery and ready for acceptance inspection.
- 28. On multiple unit orders, Creative Bus Sales will provide a spreadsheet matrix to assist in tracking the inspection and acceptance process.
- 29. Acceptance inspections shall commence within a reasonable and mutually agreed period of time.
- 30. Creative Bus Sales is to render whatever assistance, tools and / or equipment are necessary to perform the required acceptance inspection.
- 31. Upon inspection by agents of the purchaser, the vehicle is deemed:
 - a. No defects accepted for delivery.
 - b. Conditionally accepted with the understanding that the noted defect(s) are to be corrected within a reasonable and mutually agreed upon period of time.
 - c. Not accepted to be re-inspected upon correction of defect(s).
- 32. Vehicles not accepted shall have payment withheld until the defects have been corrected and the vehicle has successfully passed re-inspection of the defective item.
- 33. Vehicles that are accepted are to be delivered to the purchaser's property/facility within one (1) business day of the completion of the acceptance inspection.
- 34. The purchaser will supply Creative Bus Sales with a list of persons authorized to sign for receipt of delivered vehicles and documentation.
- 35. Upon delivery, payment is to be processed as indicated in the bid contract or sales agreement.

27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES





Creative Care Owner's Guide

Letter from the President

On behalf of Creative Bus Sales Inc., we truly value the trust you've placed in us. Creative Bus Sales Inc. was created on the values of fulfilling our client's transportation needs by providing quality vehicles and superior customer service. We are committed to serving the transit and retail markets with a wide variety of vehicles ranging from custom built buses to alternative fuel options.

Operating with integrity and values, our goal is to consistently create a seamless buying experience before, during, and after the sale of the vehicle(s). Therefore, we put together a dedicated team of experts and service professionals who are committed to serving our customers to the best of our ability.

We recognize that our success lies in the relationships that are created with our customers and these relationships play a vital role in our day to day and long-term strategic decisions. Keeping our customers' needs at the forefront of our business has been the foundation to our long term success.

I can assure you our continued commitment lies in the satisfaction of the customers we serve. Thank you for your expression of trust in us and for choosing Creative Bus Sales Inc, for your transportation needs.

Sincerely,

Tony Matijevich

Our staff is standing by, please don't hesitate to contact us!

Welcome

We welcome our valued customers to join the Creative Bus Sales' Owner's Area where you will gain access to valuable resources to ensure that you fully understand and enjoy every feature of your new bus. Resources include operation videos, maintenance and owner's manuals, and more. At Creative Bus Sales, we are with you before, during, and after your purchase.

Featured videos on Creative Bus Sales' Owner's Area:

- Customer and Vehicle Care Videos
- Manufacturer Videos
- Operation Videos
- Wheelchair Operation Videos

Nationwide Support Network

With the most buses on the road, Creative is the first to learn of any product issues that arise. We can address them immediately through our dedicated nationwide network of Parts, Service, Warranty, and Customer Service Departments.

- Close partnerships with 25+ major manufacturers
- 18 Full-service locations nationwide
- Mobile service available
- Over 270 service bays nationwide



Department Overview

Creative Bus Sales would like to thank you and congratulate you on the purchase of your recent vehicle. We value your trust in our company and we will do our best to meet your expectations. With nearly 40 years of listening to our customers' needs and delivering vehicles within their budget, we are the nation's largest bus dealership. We have a dedicated nationwide network of Parts, Service, Warranty, and Customer Care departments to ensure that we continue to meet your expectations!

Below you will find an overview of your Creative Bus Sales support team in the event any issues or concerns arise.

Creative Care

Our customer care department is here to respond to your inquires or concerns about your vehicle purchase. Customer care is available to help resolve any issue that may arise over the serviceable life of your vehicle. Customer care is also your primary resource to assist you in reaching the correct department or individual that you desire to speak with. To reach our Creative Care department call 1.844.374.8915 or email CreativeCare@CreativeBusSales.com

Service Department

Our service department will work diligently to ensure that your vehicles are maintained to the highest standard. Creative Bus Sales service departments welcomes our customers vehicles for any maintenance or service-related concerns. With an appointment, our service team will make sure to get your vehicle back on the road as quickly as possible. To reach our service department call 1.800.326.2877 or email Service@CreativeBusSales.com

Parts Department

Creative Bus Sales stocks a large variety of parts to ensure we have what you need to keep your vehicles operational. The parts department staff includes experienced parts sales associates, shipping and receiving associates, inventory specialists, and delivery drivers where applicable. To reach our parts department, call 1.888.993.5040 or email Parts@CreativeBusSales.com

Warranty

Our warranty department will work for you to address any warranty concerns that you have with your vehicle. Creative Bus Sales warranty department will act as liaison between the customer and chassis manufacturer to expedite a satisfactory resolution for you concerns. Our warranty department will ensure that all your warrantable concerns are corrected to the manufacturer standards. To reach your warranty department please call 1.800.326.2877 or email Warranty@CreativeBusSales.com

Our staff is standing by, please do not hesitate to contact us!

Warranty Procedure

Dealer Warranty Statement

Warranty restitution can only be applied to repairs made if proper procedures are followed and it is determined that the issue is covered under the chassis, body, or component warranty.

Before any work is performed on your vehicle, please contact our warranty department at Warranty@CreativeBusSales.com so that they can assist. The following information will be needed in order to determine warranty coverage.

- Make
- Model
- VIN Number
- Mileage

Our Facility Contacts

Northern California

<u>Creative Bus Sales — Sacramento, CA</u> 7471 Reese Rd. Sacramento, CA 95828 916.596.4210

Southern California

Creative Bus Sales — Chino, CA 14740 Ramona Ave. Chino, CA 91710 909.203.4800

<u>Creative Bus Sales — San Diego, CA</u> 3004 Commercial St. San Diego, CA 92113 619.481.5188

Chassis Warranty Items

Contact your local chassis dealer and/or contact Creative Bus Sales for assistance in locating your local chassis dealer.

Bus Warranty Items

Contact Creative Bus Sales

Note: Failure to follow this procedure may result in the denial of any future vehicle warranty claims.

About Your Warranty — FAQs

If you are near a Creative Bus Sales location, we invite you to come and visit us for all warranty repairs. We do realize that you may not be close to any of our service locations. If that is the case, our warranty team will assist in locating a repair facility that can complete the needed warranty repairs. After determining where the repairs will be completed, a repair estimate must be provided to the Creative warranty team. No repairs are authorized to be completed for warranty purposes until the warranty team has approved the estimate provided.

Below you will find a list of FAQs regarding the warranty process. If there are still questions, please do not hesitate to reach out to Warranty@CreativeBusSales.com and someone will respond promptly.

How long does it take for someone to respond after I contact Warranty@CreativeBusSales.com?

Our targeted response time is within 24 hours however, we strive to achieve a quicker response time when possible.

Where can I go for warranty service?

Depending on the warrantable concern, your Warranty Administrator will discuss with you the best way to get you bus repaired. We invite you to come into any of our Creative Bus Sales service locations for any repair issues. If you are not close to our facility please contact Warranty@CreativeBusSales.com and our team will be happy to assist you in locating a authorized warranty repair facility near your area.

If the issue you are experiencing is OEM (Ford, Chevy, Dodge) related such as engine, transmission or a check engine light, the bus must be taken to the appropriate manufacturer dealership in your area. Creative Bus Sales is not authorized to complete warranty repairs on any OEM related failure.

What procedure do I follow when warranty repairs are made at my own facility?

Warranty repairs should not be performed without contacting Warranty@CreativeBusSales.com for prior authorization. Once Creative is contacted we will acquire authorization from the manufacturer and provide you with a claim number so you can receive a credit/payment for the warranty repairs that you performed. Failure to get prior authorization before repairs are completed may result in claim denial.

How do I get parts for warranty repairs performed at my own facility?

Please contact Warranty@CreativeBusSales.com and your warranty administrator will acquire the authorizations needed and arrange for parts to be shipped to your location at no charge. However, it is imperative that all defective parts be kept until up to 90 days after repair has been completed or otherwise notified. Neglecting to do so can result in claim denial.

About Your Warranty — FAQs (Continued)

Does warranty cover the cost of transporting the bus to and from authorized warranty repair centers?

No, you are responsible for the cost of transporting the bus to and from the authorized warranty service center.

Is towing covered under warranty?

If the failure is OEM related (engine, transmission, check engine light, etc.) the tow will be covered under warranty through Ford, Chevy or Dodge roadside. Again, the tow must be set up through the perspective roadside customer service line. If you need OEM roadside assistance please reach out to Warranty@CreativeBusSales.com and a warranty administrator can assist.

Ford roadside: 1.800.241.3673Chevy roadside: 1.888.899.1327Freightliner: 1.800.385.4357

If the failure is related to the after market body side of the bus, towing is not covered.

What should I do when I have problems with the bus while under warranty but cannot get it in for repairs right away?

If you have a warranty concern that you are unable to address at the time please contact Warranty@CreativeBusSales.com so we can document the complaint with the manufacturer.

How long does it take to receive credit for my warranty claims?

We want to expedite the processing of your warranty claims. We are committed to crediting you within thirty days after receipt of all the paperwork and failed parts.

Note: It is extremely important to file your warranty claim within 30 days of the repair, or your claim could be subject to disapproval.

Service Department



With numerous service locations across the U.S., Creative Bus Sales is equipped to accommodate all your bus servicing needs rapidly and efficiently. Our bus service bays are equipped with the newest state-of-the-art equipment to service your light, medium, and heavy-duty vehicles. Combined with our extensively trained and certified service technicians, you can count on Creative Bus Sales to provide the highest level of service and reliability.

Creative Bus Sales offers:

- OEM Factory Trained Technicians / ASE Certified
 - Ford / GM / IC / ARBOC / Starcraft / ENC
 - Braun & Ricon Lift
 - TransAir / Valeo / ACT
- Preventive Maintenance / Warranty / Advanced Repairs
 - Preventive Maintenance
 - State and Federal Inspections
 - Warranty Services
 - A/C Service & Repairs
 - Alignment
 - Engine Overhaul
- Remote & Onsite Service & Warranty Repairs
- Maintenance Plans
 - Monthly / Annual Plans Available
 - Parts Delivery & Mobile Service

Service Department — FAQs

Who do I call if one of my buses needs maintenance, repair, an option installed, or some other service? Call our toll-free Customer Care number at 1.844.374.8915

What kinds of service work can I expect Creative Bus Sales Service Facility to perform?

We are fully prepared to meet your bus service needs. We are experts in installing special options like wheelchair lifts, wheelchair securement, air conditioners, and roof vents. We can, also, provide service as it relates to chassis and body repair.

Our service facility can meet your extremely important routine maintenance functions, ensuring all warranty prerequisites are met.

If you need major repairs, like engine work, transmission or brake repairs, we will make sure your bus is operational as soon as possible.

How long will it take to get my bus repaired?

Of course, the length of time necessary to repair your bus will depend on the type of repair necessary, its severity, and the availability of parts.

It is the goal of Creative Bus Sales to expedite repairs. Once an assessment has been made, we will be able to give a more accurate estimate of repair time.

What can I expect to pay?

Our service department rates are both reasonable and competitive. Each job will be evaluated so that you receive the level of service needed to best accommodate the repair. We provide written estimates upon request.

What kind of warranty do I receive on the service work performed?

Our standard policy is to provide a 30-day warranty covering parts and labor on any service work we perform. Any other arrangements for specialized services need to be agreed upon in writing prior to the work being performed.

Don't Forget

Creative Bus Sales has a wide range of offerings to help you in all stages of bus ownership. Please contact Creative Care (1.844.374.8915 | CreativeCare@CreativeBusSales.com) if you're interested in any of the additional services listed below.

Mobile Repair Team Service

Our mobile service is available through most of our full service locations. Our quick mobile response vehicles are fully equipped for on-site repairs. This new service provides the same reliable maintenance service currently offered by Creative Bus Sales but at your location.

Graphics Packages

Wrap your bus in custom graphics and promote your brand's visibility. Creative Bus Sales can coordinate the work to your exact needs and specifications. Your bus will leave our facility completely decked out with your logo and branding.

Graphics Services Available:

- New Vehicle Graphics
- Re-branding Current Vehicles
- Graphic Design / Installation / Project Management

Green Alternative Systems

Green Alternative Systems is the largest Ford Recognized Qualified Vehicle Modifier (QVM) Alternative Fuel Program Installer in North America, with multiple dedicated facilities that focus on the installation and up-fitting of Compressed Natural Gas (CNG) and Propane fuel conversion systems for fleet customers.

Why Green Alternative Systems?

- Over 10,000 vehicles converted to alternative fuels
- Ford QVM's Largest Alternative Fuel Participant
- Propane, Natural Gas, and Electric
- Tier One Supplier to Multiple OEM's
- CNG Fuel System Inspections
- Certified Alternative Fuel Technicians
- Natural Gas / Propane / Bi-Fuel / Electric

Contact Information

Creative Bus Sales	Phone	909.465.5528
(Chino, CA Corporate Headquarters)	Fax	909.465.5529
	Website	CreativeBusSales.com
Creative Care	Phone	1.844.374.8915
	Fax	909.465.5529
	Email	CreativeCare@CreativeBusSales.com
Service Department	Phone	1.800.326.2877
	Fax	909.465.5529
	Email	Service@CreativeBusSales.com
Parts Department	Phone	888.993.5040
	Fax	909.993.5766
	Email	Parts@CreativeBusSales.com
Warranty	Phone	1.800.326.2877
	Fax	909.465.5529
	Email	Warranty@CreativeBusSales.com
Corporate Management Team	Toll Free	800.326.2877

Our staff is standing by, please do not hesitate to contact us!





August 23, 2021

Re: ARBOC / Creative Bus Sales Letter of Commitment

To Mr. Charles Cheatham,

ARBOC Specialty Vehicles ("ARBOC") certifies that Creative Bus Sales is the only bona-fide authorized dealer for the ARBOC line of vehicles in the state of Nevada. They are authorized by ARBOC to respond to RTCSNV 21-058 and we are committed to fully supporting RTC and Creative Bus Sales on this procurement.

Please contact me with any questions.

Kim Yoder

Kin yoder

Sales & Marketing, Vice President

ARBOC Specialty Vehicles, LLC



Exhibit A-10 Item #7 Onsite Manufacturer Inspection Compliance

ARBOC Specialty Vehicles will comply with all inspection requirements set forth in the bid specification. In addition, a private office will be made available to any third-party inspector(s) that is required by RTC.

	Kim	Yoder		
Signed:_			_ Date:	8/20/21



FMVSS APPROVALS AND CERTIFICATIONS

The following is a listing of various safety requirements, testing and general performance data pertaining to ARBOC Specialty Vehicles, LLC (Middlebury, Indiana), products and related components.

From Title 49, Code of Federal Regulations, Section 571, the following is a listing of the Federal Motor Vehicle Safety Standards (FMVSS) which all ARBOC Specialty Vehicles, LLC (Middlebury, Indiana), products either meet or exceed:

FMVSS NO. DESCRIPTION

100 SERIES-ACCIDENT PREVENTION

101	Controls Location & Identification
102	Transmission Shift Lever Sequence
103	Windshield Defrosting & Defogging
104	Windshield Wiping & Washing System
105	Hydraulic Brake System
106	Brake Hoses
107	Reflecting Surfaces
108	Lights and Reflectors
111	Rear View Mirrors
113	Hood Latch System
114	Theft Protection
115	Vehicle Identification Number
116	Hydraulic Brake Fluids
119	New Pneumatic Tires
120	Tire Selection & Wheels for Buses
124	Accelerator Controls Systems

200 SERIES-INJURY PREVENTION

201	Occupant Protection in Interior Impacts
203	Steering Wheel Impact Protection
204	Steering System Rearward Movement
205	Glazing Materials (window glass)
206	Door Lock & Door Retention Components
207	Anchorage of Seats
208	Occupant Restraints
209	Seat Belt Assemblies
210	Seat Belt Assembly Anchorages
211	Wheel Nuts, Wheel Discs and Hub Caps
212	Windshield Mounting
214	Side Impact
217	Bus Window Strength & Emergency Release
219	Windshield Zone Intrusion
220	School Bus Rollover Protection*
221	School Bus Body Joint Strength*

300 SERIES-POST ACCIDENT PROTECTION

301	Fuel System Integrity
301	Fuel System Integrity

302 Flammability of Interior Materials

Kim Yoder	<u>3/25/2021</u>		
Kim Yoder	Date		

Sales & Marketing Vice President

^{*}Not required. However, all ARBOC Specialty Vehicles, LLC (Middlebury, Indiana), products have been tested and meet or exceed.



Ford Motor Company

Is proud to recognize

ARBOC Specialty Vehicles

as a participant in the

Transit Bus

Qualified Vehicle Modifier Program



Ryan A. Delaney -- SVE Quality Programs Mgr.

February, 2021

December 3, 2020



Subject: Ford Qualified Vehicle Modifier (QVM) Program Status

Creative Bus Sales / Green Alternative Sales is a current QVM program participant for alternative vehicles that includes LPG & CNG upfits. If there are questions, please contact me at 248-790-6838 or e-mail, info@aj-engineering.com.

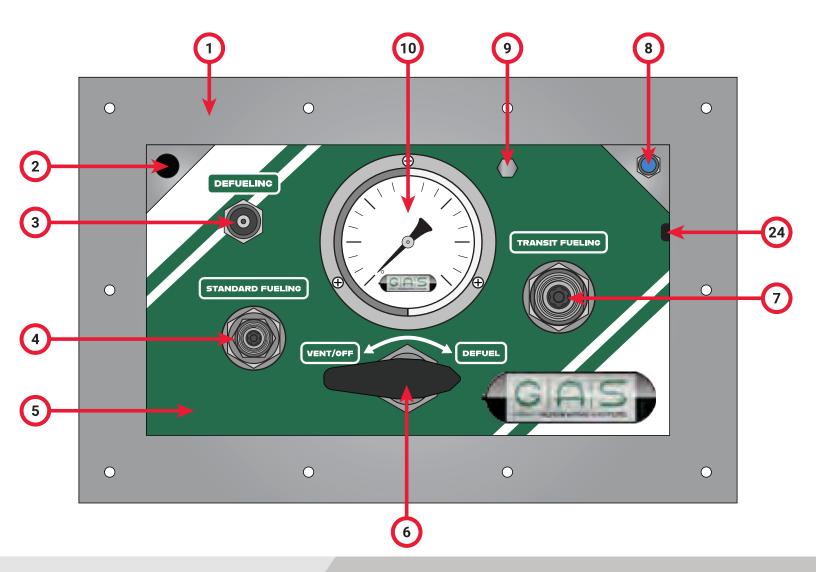
Alex Jowa

Ford QVM Programs



- 1) Stainless Steel Box
- 2) Rubber Bumper
- 3) Defueling Valve
- 4) NGV1 Receptacle
- 5) Backing Artwork Plate
- 6) 3-Way Valve
- 7) NGV2 Receptacle
- 8) Proximity Sensor (M8)
- 9) Grounding Rod 2 1/2" x 1/4" Shoulder Bolt
- 10) 6,000 PSI Gauge 1/4" Tube Stub
- 11) Stainless Steel 1/4" Nut
- 12) 1/4" Muffler
- 13) 6" x 3/8" Tubing
- 14) 4 1/2" x 3/8" Tubing
- 15) 4" x 1/4" Tubing
- 16) 3/8" Compression Tee

- 17) NGV2 Bulkhead Nut
- 18) 3/8" Compression x 9/16-18 ORB Positionable Run Tee
- 19) #6 ORB to 3/8 Compression
- 20) Port Connector
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- 22) 1/4" x 3/8" Straight Compression Reducer
- 23) Cam Latch
- 24) Zip Tie
- 25) Metripak 150 Series Male 3 Pin Connector
- 26) Metripak 150 Series Male 3 Pin Lock
- 27) Metripak 150 Series Seal
- 28) Metripak 150 Series Male Contact
- 29) Stainless 1/4" Lock Washer
- 30) Defueling Valve Bulkhead Fitting
- 31) NGV1 Backing Artwork Plate
- 32) NGV1 Washers

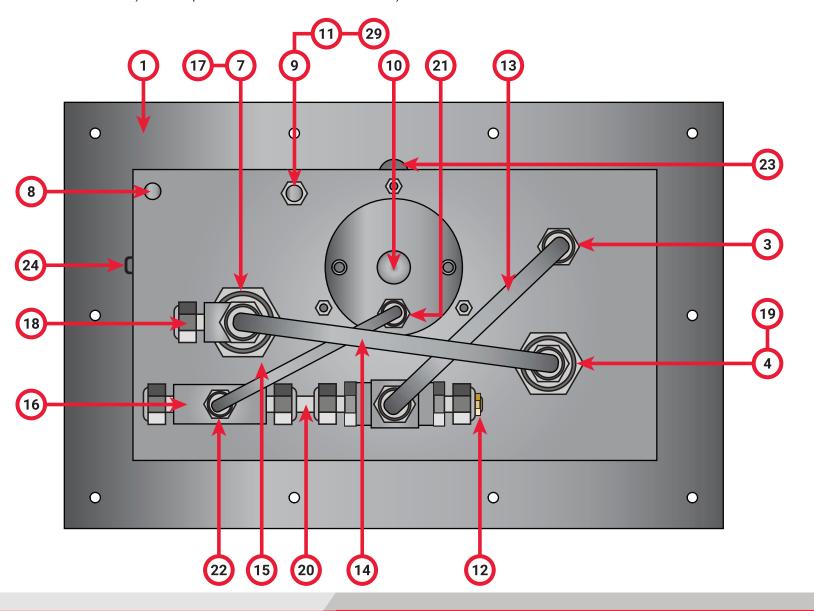






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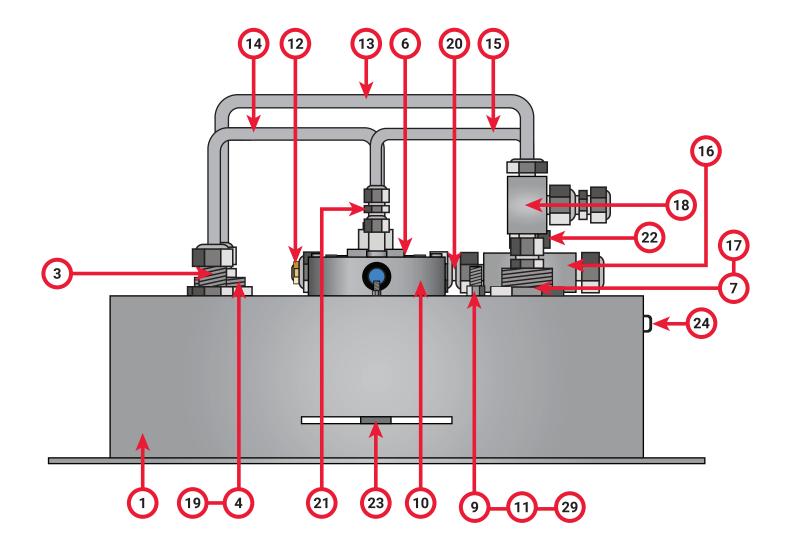




AMERICANCNG

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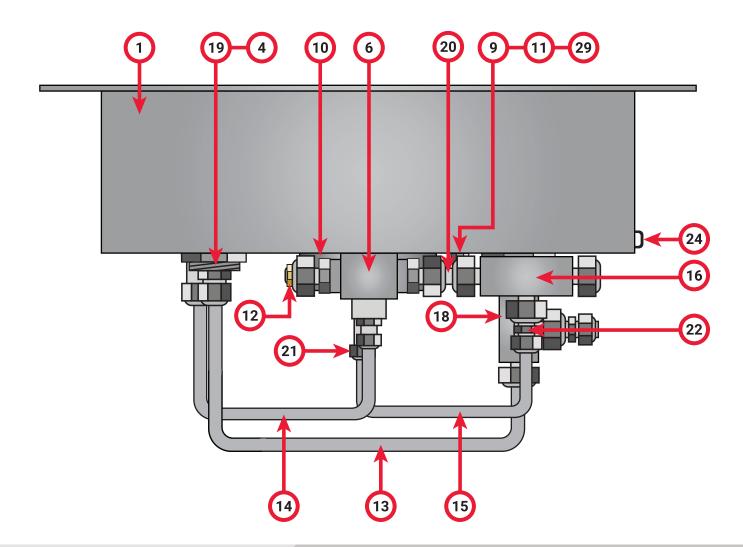






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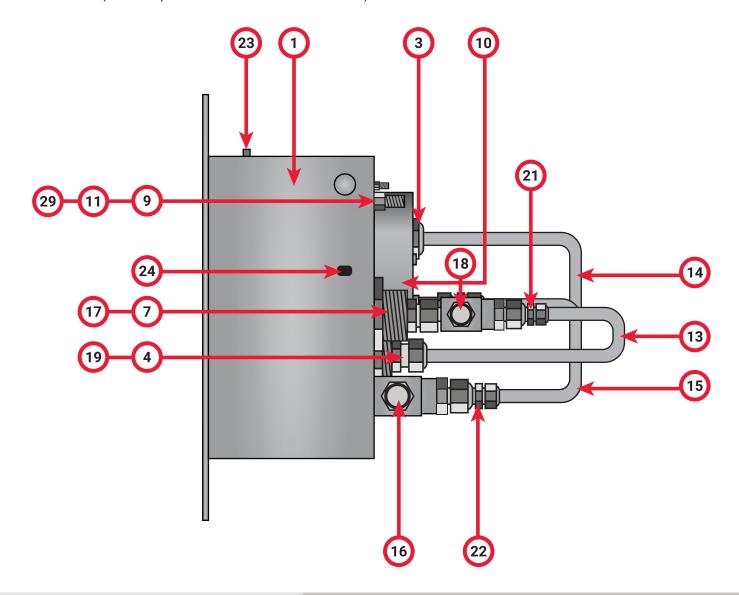






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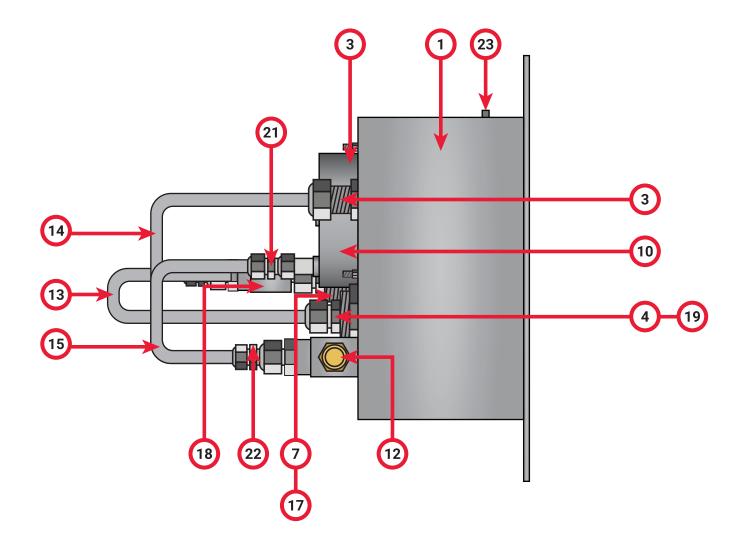






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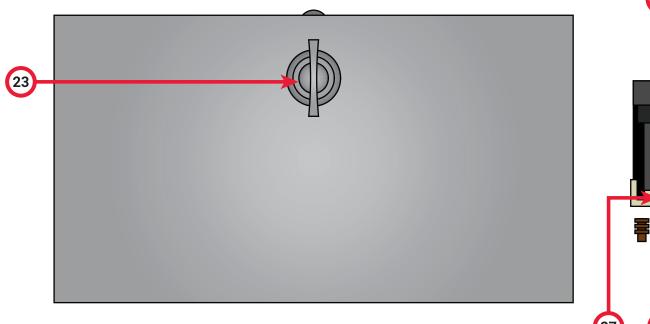


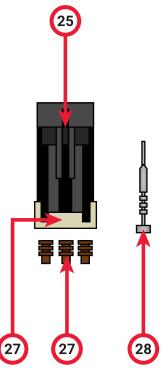




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- 4) NGV1 Receptacle
- 5) Backing Artwork Plate
- 6) 3-Way Valve
- 7) NGV2 Receptacle
- 8) Proximity Sensor (M8)
- 9) Grounding Rod 2 1/2" x 1/4" Shoulder Bolt
- 10) 6,000 PSI Gauge 1/4" Tube Stub
- 11) Stainless Steel 1/4" Nut
- 12) 1/4" Muffler
- 13) 6" x 3/8" Tubing
- 14) 4 1/2" x 3/8" Tubing
- 15) 4" x 1/4" Tubing
- 16) 3/8" Compression Tee

- 17) NGV2 Bulkhead Nut
- 18) 3/8" Compression x 9/16-18 ORB Positionable Run Tee
- 19) #6 ORB to 3/8 Compression
- 20) Port Connector
- 21) 1/4" x 1/4" Straight Compression Union
- 22) 1/4" x 3/8" Straight Compression Reducer
- 23) Cam Latch
- 24) Zip Tie
- 25) Metripak 150 Series Male 3 Pin Connector
- 26) Metripak 150 Series Male 3 Pin Lock
- 27) Metripak 150 Series Seal
- 28) Metripak 150 Series Male Contact
- 29) Stainless 1/4" Lock Washer
- 30) Defueling Valve Bulkhead Fitting
- 31) NGV1 Backing Artwork Plate
- 32) NGV1 Washers







reau Veritas **Certification**

LANDI RENZO SPA

Via Nobel, 2/4 - 42025 CAVRIAGO (RE) - Italy

Certified sites are listed in the attachment to this certificate.

Bureau Veritas Italia S.p.A. certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

Design and manufacturing of pressure regulators, valves, electric devices and accessories for LPG and natural gas feeding systems for internal combustion engines by assembly

IAF sector: 18,19,22

Original cycle start date:

Expiry date of previous cycle:

Certification / Recertification Audit date:

Certification / Recertification cycle start date:

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on:

Certificate No.:

IT305797

Version:

1

Issue Date:

10-September-2010

10-July-2021

11-December-2020

07-April-2021

06-April-2024

07-April-2021

GIORGIO LANZAFAME - Local Technical Manager

Certification body address:

Bureau Veritas Italia S.p.A., Viale Monza, 347 - 20126 Milano, Italia



SGO N° 009A

Signatory of EA, IAF and ILAC mutual Recognition Agreements

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organisation.





ureau Veritas **Certification**

Attachment to certificate no. IT305797

LANDI RENZO SPA

Via Nobel, 2/4 - 42025 CAVRIAGO (RE) - Italy

Bureau Veritas Italia S.p.A. certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Certified Sites

Site	Address	Scope
OPERATIVE SITE	Via Nobel, 2/4 - 42025 CAVRIAGO (RE) - Italy	Design and manufacturing of pressure regulators, valves,
OPERATIVE UNIT	Via dell'Industria, 20 - 42025 CAVRIAGO (RE) - Italy	electric devices and accessories for LPG and natural gas feeding systems for
OPERATIVE UNIT	Via dell'Industria, 14-16 - 42025 CAVRIAGO (RE) - Italy	internal combustion engines by assembly

Version:

1

Issue Date:

07-April-2021

GIORGIO LANZAFAME - Local Technical Manager

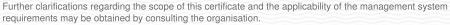
Certification body address:

Bureau Veritas Italia S.p.A., Viale Monza, 347 - 20126 Milano, Italia



SGQ N° 009A

Membro degli Accordi di Mutuo Riconoscimento EA, IAF e ILAC Signatory of EA, IAF and ILAC mutual Recognition Agreements







27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATE OF CONFORMITY WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION AND AIR QUALITY

ANN ARBOR, MÌCHIGAN 48105

Certificate Issued To: Landi Renzo USA Corporation (U.S. Manufacturer or Importer)

Certificate Number: MLDRE07.3BW7-001

Effective Date: 08/02/2021

Expiration Date:

12/31/2021

Byron J. Bunker, Division Director Compliance Division

Intended Engine Application: Vocational

Revision Date: Issue Date: 08/02/2021

A/Z

Model Year: 2021

Manufacturer Type: Alternative Fuels Converter

Engine Family: MLDRE07.3BW7

Intended Service Class: Light or Medium Heavy-Duty Otto Cycle engines for all vehicles (certified for vehicles between 14,001 lbs and 33,000 lbs GVWR inclusive)

Fuel Type: Compressed Natural Gas

The converted Engine Family was certified to the following applicable standards: Standards (g/hp-hr):

NMHC: 0.14

NOx: 0.2

Engine Family(s) Covered

Original Engine Manufacturer: Ford Motor Company Original Engine Family(s): MFMXE07.3BW7

this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, and 1036, as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, and 1036 as applicable) and which meet the applicable emission standards specified in 40 CFR Parts 85, 86, and 1036 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR Parts 85, 86, and 1036 as applicable.

This certificate covers only those vehicles/engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, and 1036 as applicable.

vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these by manufacturer or a United States Government Agency and approved by the Administrator.



> 440.349.5600 440.519.4997 fax

Certificate of Compliance/Typical Material Certification (EN 10204-2.2)

Distri	butor	Customer	Customer PO#
1170 \	a Fluid Systems Solutions Western Drive apolis, IN 46241	Green Alternative Syster 57475 County Road 3 Elkhart, IN 46517	ns Various
No.	Part Number	Qty	
1	SS-NGS6-T6T6-60-X	1	

Information contained in the above customer address column (marked as "Customer") and area marked "Reference" (when applicable) of this certification are for reference purposes only. Swagelok Company makes no stipulations, nor takes responsibility, for the accuracy or reliability of such information.

Swagelok products referenced above are manufactured from material purchased and certified as being in accordance with the specification(s) listed below.

Swagelok products are manufactured under conditions which are free from mercury. No mercury bearing components have been used in the products of your order and no mercury bearing instruments or other equipment have been used in their manufacture, assembly, or testing in such a manner as might cause contamination.

No asbestos or asbestos-containing components are used in Swagelok brand products.

Swagelok NG Hose assemblies are manufactured using the following materials and purchased in accordance with the specifications listed:

- End connections are made from 316 stainless steel per ASTM A-276, ASME SA-479 and have passed the requirements of EN ISO 3651-2, Method A, and/or ASTM A-262 Practice A or E
- Core Tube: Inner layer Nylon, Outer layer Semi conductive polymer
- Reinforcement may be either or a combination of both: Polyester braid or Kevlar braid
- Cover material is Polyurethane

All parts were cleaned and packaged in accordance with Swagelok Specifications.

Typical mechanical and/or chemical analysis of the material used in the manufacture of the Swagelok products involved are listed below. These values are average values determined from a sample of certified material test reports. Specific chemistry obtained from analysis of product made from this material may vary from the batch values as provided with this certification.

MATERIAL STANDARDS

Components	Material				Standards					
End Connections	316 Stainless Steel Bar (1.4401)			ASTM A479, ASME SA479, ASTM A276 (exc of square and rectangular bar)					exception	
	М	ECHA	NICAL P	ROPER	TIES					
Components/Materials		Strength MPa)		Strength /MPa)		ngation (%)	% F		Hardn	ess
End Connections	93/	641	108/745		108/745 36		73		HRC 22	
	(CHEMIC	CAL AN	ALYSIS	(%)					
Components/Materials	С	Co	Cr	Mn	Мо	N	Ni	Р	S	Si
End Connections	0.040	0.23	17.51	1.71	2.27	0.037	12.19	0.029	0.025	0.60

The Swagelok® products specified above are certified for use in commercial-grade applications and were manufactured in accordance with Swagelok Company's Quality Manual (SQS-F latest revision, revision L, dated February 6, 2017).

Swagelok Company's Quality System is approved to ISO 9001 (BSI Certificate # FM01729).

PC210728421-001 Page: 1 of 2 7/28/2021

CONTRACT NO. 21-058
EXHIBIT B
27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES



Swagelok Company 29500 Solon Rd Solon, OH 44139 U.S.A.

> 440.349.5600 440.519.4997 fax

Certifications Supervisor Michael J. Zickes



> 440.349.5600 440.519.4997 fax

Certificate of Compliance/Typical Material Certification (EN 10204-2.2)

Distri	butor	Customer	Customer PO#
1170 \	a Fluid Systems Solutions Western Drive apolis, IN 46241	Green Alternative Systen 57475 County Road 3 Elkhart, IN 46517	ns Various
No.	Part Number	Qty	
1	SS-NGS6-T6T6-36-X	1	
2	SS-NGS6-T6T6-24-X	1	

Information contained in the above customer address column (marked as "Customer") and area marked "Reference" (when applicable) of this certification are for reference purposes only. Swagelok Company makes no stipulations, nor takes responsibility, for the accuracy or reliability of such information.

Swagelok products referenced above are manufactured from material purchased and certified as being in accordance with the specification(s) listed below.

Swagelok products are manufactured under conditions which are free from mercury. No mercury bearing components have been used in the products of your order and no mercury bearing instruments or other equipment have been used in their manufacture, assembly, or testing in such a manner as might cause contamination.

No asbestos or asbestos-containing components are used in Swagelok brand products.

Swagelok NG Hose assemblies are manufactured using the following materials and purchased in accordance with the specifications listed:

- End connections are made from 316 stainless steel per ASTM A-276, ASME SA-479 and have passed the requirements of EN ISO 3651-2, Method A, and/or ASTM A-262 Practice A or E
- Core Tube: Inner layer Nylon, Outer layer Semi conductive polymer
- Reinforcement may be either or a combination of both: Polyester braid or Kevlar braid
- Cover material is Polyurethane

All parts were cleaned and packaged in accordance with Swagelok Specifications.

Typical mechanical and/or chemical analysis of the material used in the manufacture of the Swagelok products involved are listed below. These values are average values determined from a sample of certified material test reports. Specific chemistry obtained from analysis of product made from this material may vary from the batch values as provided with this certification.

MATERIAL STANDARDS

Components	Material	Standards
End Connections	316 Stainless Steel Bar (1.4401)	ASTM A479, ASME SA479, ASTM A276 (exception of square and rectangular bar)
	MECHANICAL PROP	ERTIES

Components/Materials		Strength MPa)		Strength MPa)		igation %)	% F Ar		Hardn	ess
End Connections	93/	641	108/745		;	36 73		3	HRC 22	
CHEMICAL ANALYSIS (%)										
Components/Materials	С	Co	Cr	Mn	Мо	N	Ni	Р	S	Si
End Connections	0.040	0.23	17.51	1.71	2.27	0.037	12.19	0.029	0.025	0.60

The Swagelok® products specified above are certified for use in commercial-grade applications and were manufactured in accordance with Swagelok Company's Quality Manual (SQS-F latest revision, revision L, dated February 6, 2017).

Swagelok Company's Quality System is approved to ISO 9001 (BSI Certificate # FM01729).

PC210728421-002 Page: 1 of 2 7/28/2021



> 440.349.5600 440.519.4997 fax

Certifications Supervisor Michael J. Zickes



> 440.349.5600 440.519.4997 fax

Certificate of Compliance (EN 10204-2.1)

Distributor	Customer	
Indiana Fluid Systems Solutions 1170 Western Drive Indianapolis, IN 46241	Green Alternative Fuels	

No.	Part Number	Qty	
1	SS-NGS6-T6T6-24-X	1	
2	SS-NGS6-T6T6-36-X	1	
3	SS-NGS8-T8T8-24-X	1	
4	SS-NGS8-T8T8-36-X	1	

Information contained in the above customer address column (marked as "Customer") and area marked "Reference" (when applicable) of this certification are for reference purposes only. Swagelok Company makes no stipulations, nor takes responsibility, for the accuracy or reliability of such information.

Swagelok products referenced above are manufactured from material purchased and certified as being in accordance with the specification(s) listed below.

Swagelok products are manufactured under conditions which are free from mercury. No mercury bearing components have been used in the products of your order and no mercury bearing instruments or other equipment have been used in their manufacture, assembly, or testing in such a manner as might cause contamination.

No asbestos or asbestos-containing components are used in Swagelok brand products.

Swagelok NG Hose assemblies are manufactured using the following materials and purchased in accordance with the specifications listed:

- End connections are made from 316 stainless steel per ASTM A-276, ASME SA-479 and have passed the requirements of EN ISO 3651-2, Method A, and/or ASTM A-262 Practice A or E
- Core Tube: Inner layer Nylon, Outer layer Semi conductive polymer
- Reinforcement may be either or a combination of both: Polyester braid or Kevlar braid
- Cover material is Polyurethane

All parts were cleaned and packaged in accordance with Swagelok Specifications.

As of the date of this certification, the Swagelok products noted above comply with the requirements of 49 U.S.C. 5323(j) (1), and the applicable regulations in 49 CFR part 661.11 Buy America - Rolling Stock.

MATERIAL STANDARDS

Components	Material	Standards
End Connections	316 Stainless Steel Bar (1.4401)	ASTM A479, ASME SA479, ASTM A276 (exception of square and rectangular bar)

The Swagelok® products specified above are certified for use in commercial-grade applications and were manufactured in accordance with Swagelok Company's Quality Manual (SQS-F latest revision, revision L, dated February 6, 2017).

Swagelok Company's Quality System is approved to ISO 9001 (BSI Certificate # FM01729).

Certifications Supervisor Michael J. Zickes

PC200401232 Page: 1 of 1 4/1/2020



GREENALTERNATIVESYSTEMS.COM

RTCSNV 21-058

27-Foot CNG low Floor Paratransit Cutaway Vehicles

August 24, 2021

Mr. Charles Cheatham

Purchasing and Contracts

Regional Transportation Commission of Southern Nevada

cheathamc@rtcsnv.com

Letter of Commitment

Green Alternative Systems is proud to support the Regional Transportation Commission of Southern Nevada in their efforts of providing Safe and Low Emission transportation to their passengers. Green Alternative Systems will commit to providing Dedicated Low NOx CNG fuel systems included on the 27-Foot Shuttles proposed by Creative Bus Sales.

These CNG Systems are certified to Optional Low NOx Standards and meet or exceed all OEM safety, engineering, and performance standards. Additionally, they are FMVSS, NFPA 52 and Ford QVM Compliant.

We look forward to supporting the Regional Transportation Commission of Southern Nevada with their Low Emission goals, both before and after vehicle deployment.

Sincerely,

Brendan Schenk

Sales Administrator

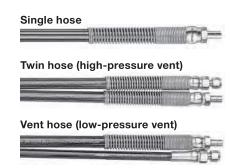
8/20/2021

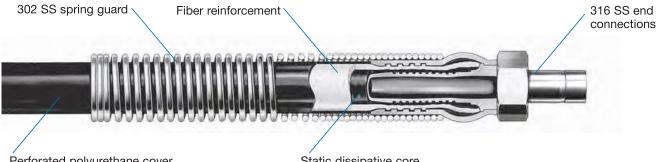


NG Series Nylon Hose

Features

- Designed for use with natural gas where static dissipation is required.
- Static dissipative, smooth-bore nylon core.
- Size range of 1/4, 3/8 and 1/2 in. and working pressures up to 5000 psig (344 bar).
- Internal fiber reinforcement enhances hose pressure rating.
- Perforated polyurethane cover resists abrasion.
- Single, twin bonded, and vent bonded hoses are available in custom assemblies.
- Most popular configurations are available with NGV3.1-2014 Class B and NGV4.2-2014 Class A certification.
- For electrical properties, see page 5 for details.





Perforated polyurethane cover

Static dissipative core

Technical Data

Hose Style (Series)	Nominal Hose Size in. (mm)	Inside Diameter in. (mm)	Outside Diameter in. (mm)	Minimum Inside Bend Radius in. (cm)	Temperature Range °F (°C)	Working Pressure at 70°F (20°C) psig (bar)	Minimum Burst Pressure at 70°F (20°C) psig (bar)	Bulk Hose Weight lb/ft (kg/m)		
	1/4 (6.4)	0.26 (6.6)	0.63 (16.0)	2.00 (5.08)			20 000 (1378)	0.12 (0.17)		
Single (NGS)	3/8 (9.6)	0.38 (9.6)	0.77 (19.6)	4.00 (10.2)		5000 (344)		0.15 (0.22)		
	1/2 (12.7)	0.52 (13.2)	0.89 (22.6)	5.50 (14.0)				0.21 (0.32)		
Twin (NGT)	1/4 (6.4)	0.26 (6.6)	0.63 (16.0)	2.00 (5.08)	-40 to 150 (-40 to 65)		-40 to 150	Fill and vent	Fill and vent	0.25 (0.37)
	3/8 (9.6)	0.38 (9.6)	0.77 (19.6)	4.00 (10.2)			5000 (344)	20 000 (1378)	0.30 (0.44)	
Vent ^① (NGV)	1/4 (6.4)	Fill 0.26 (6.6) Vent 0.26 (6.6)	Fill 0.63 (16.0) Vent 0.63 (16.0)	2.00 (5.08)				Fill 5000 (344)	Fill 20 000 (1378)	0.15 (0.22)
	3/8 (9.6)	Fill 0.38 (9.6) Vent 0.26 (6.6)	Fill 0.77 (19.6) Vent 0.63 (16.0)	4.00 (10.2)		Vent 1500 (103)	Vent 6 000 (413)	0.25 (0.37)		

① Low-pressure vent line does not have static dissipative core.

Testing

Every Swagelok NG series hose assembly is pressure tested with water at room temperature for 30 seconds to a requirement of no detectable leakage. Testing is performed at 5000 psig (344 bar). Every Swagelok NG series hose assembly is factory tested for electrical conductivity.

Cleaning and Packaging

Swagelok conductive core hose components are cleaned in accordance with Swagelok Swagelok Standard Cleaning and Packaging (SC-10) catalog, MS-06-62. Each hose is bagged individually and boxed; longer hoses are coiled, bagged, and boxed.



⚠ Warning:

All equipment must be properly grounded to allow static dissipation and help to prevent static sparking.

Periodic inspection of hose assembly is recommended. End-to-end electrical resistance of the hose assembly must not exceed 1 $\mbox{M}\Omega$ per meter when tested at 500 VDC.





Letter of Transmittal

Mr. Cheatham,

Option Pricing is attached. Vehicle Pricing has been added in the NGEM Line Items tab.

Sincerely,

Marcus Hoffman | Bid Manager Creative Bus Sales, Inc. 800-326-2877 x508 marcush@creativebussales.com



Optional Pricing

Specification	UOM	PRICE
Option pricing for INTELLIGENT TRANSPORTATION SYSTEM (CAD/AVL) (SECTION 74), in accordance with the terms and conditions stated in ITB 21-058.	EACH	\$11,000.00
Option pricing for NON-HOSTED VIDEO MANAGEMENT SYSTEM (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	Included
Option pricing for HOSTED VIDEO MANAGEMENT SYSTEM (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	\$1,375.00
Option pricing for: Replace cameras #1, #2, and #4, with a single 4k 360° camera mounted in the centerline of the forward area ceiling, which would viably replace the views from those four cameras - (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	(\$360.00)
Option pricing for: Replace cameras #1, #2, and #4, with two 4k 360° cameras, one mounted in the centerline of the forward area ceiling and one mounted in the centerline of the rear area ceiling, which would viably replace the views from those four cameras - (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	\$495.00



IFB 21-058

September 20, 2021

Mr. Cheatham,

Our revised bid price per bus is \$254,651.00 per bus. This price deletes the Heat Guard windows and includes the cost to install Huper Optik tint on all interior windows. This cost also includes the following items:

- INTELLIGENT TRANSPORTATION SYSTEM (CAD/AVL) (SECTION 74), in accordance with the terms and conditions stated in ITB 21-058.
- HOSTED VIDEO MANAGEMENT SYSTEM (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058 (Price is per bus for first year only.)

Description

mSET Software, 1-Year Hosted Essentials Bundle Single-Vehicle Subscription (includes mSET Base, Health and SmartClip): 25GB pooled storage per vehicle, maintenance and updates provided

mSET Software, 1-Year Hosted Location Single-Vehicle Subscription

mSET Software, 1-Year Hosted Streaming Video Single-Vehicle Subscription

• Replace cameras #1, #2, and #4, with two 4k 360° cameras, one mounted in the centerline of the forward area ceiling and one mounted in the centerline of the rear area ceiling, which would viably replace the views from those four cameras - (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.

Option Pricing is on the following page and includes an additional line item for the Heat Guard windows.

Please call or email me with any questions you may have.

Thank you.

Sincerely,

Steve Chung
Creative Bus Sales
Transit Bus Sales
Cell 909.549.9398
stevec@creativebussales.com



Optional Pricing

	Specification	UOM	PRICE
INCLUDED	Option pricing for INTELLIGENT TRANSPORTATION SYSTEM (CAD/AVL) (SECTION 74), in accordance with the terms and conditions stated in ITB 21-058.	EACH	\$11,000.00
	Option pricing for NON-HOSTED VIDEO MANAGEMENT SYSTEM (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	Included
INCLUDED	Option pricing for HOSTED VIDEO MANAGEMENT SYSTEM (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	\$1,375.00
	Option pricing for: Replace cameras #1, #2, and #4, with a single 4k 360° camera mounted in the centerline of the forward area ceiling, which would viably replace the views from those four cameras - (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	(\$360.00)
INCLUDED	Option pricing for: Replace cameras #1, #2, and #4, with two 4k 360° cameras, one mounted in the centerline of the forward area ceiling and one mounted in the centerline of the rear area ceiling, which would viably replace the views from those four cameras - (SECTION 75), in accordance with the terms and conditions stated in ITB 21-058.	EACH	\$495.00
	Option pricing to add Heat Guard windows (per bus)	EACH	\$43,500.00

INVITATION TO BID NO. 21-058 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

Issued July 6, 2021

CER 7. Pre-Award Evaluation Data Form

NOTE: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

- 1. Name of firm: Creative Bus Sales
- Address: 14740 Ramona Ave, Chino, CA 91710
- 3. | Individual | Partnership | Corporation | Joint Venture
- 4. Date organized: 1980

State in which incorporated: California

- 5. Names of officers or partners:
- a. Tony Matijevich, President
- b. TJ Matijevich, Vice President
- c. Vicki Matijevich, Secretary
- d.
- e.
- 6. How long has your firm been in business under its present name? 40 Years
- Attach as SCHEDULE ONE a list of similar current contracts that demonstrates your available capacity, including the quantity and type of bus, name of contracting party, percentage completed and expected completion date.
- Attach as SCHEDULE TWO a list of at least three similar contracts that demonstrates your technical
 proficiency, each with the name of the contracting party and number and they type of buses completed within the
 last five years.
- 9. Have you been terminated or defaulted, in the past five years, on any Contract you were awarded? □ Yes ϪNo

If yes, then attach as SCHEDULE THREE the full particulars regarding each occurrence.

- 10. Attach as **SCHEDULE FOUR** Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency (This may require execution of an acceptable nondisclosure agreement between the Agency and the Proposer.)
- Attach as SCHEDULE FIVE a list of all principal Subcontractors and the percentage and character of Work (Contract amount) that each will perform on this Contract.
- 12. If the Contractor or Subcontractor is a joint venture, submit **PRE-AWARD EVALUATION DATA** forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information: Name and title: Marcus Hoffman, Bid Manager

Company: Creative Bus Sales

8/20/2021

Authorized signature

Date



Firms Name: Luzerne Central Transportation Authority (LCTA)

Contact Name: Vince Coviello Title: Director of Maintenance

Email Address: vcoviello@lctabus.com

Phone Number: 570-288-9356

Contract Dollar Amount: \$1,245,276.00 Project Completion Date: Ongoing

Description of Work with Customer: Between the years of 2018-2019 Luzerne Central Transportation Authority purchased 18 E450 StarTrans Cutaway Buses off of the PA/DGS Statewide Contract. Vince Coviello was directly involved in the procurement of all 18 buses and can also speak from experience on Creative Bus Sales service,

support, and sales.

Firms Name: Community Transit of Delaware County (CTDELCO)

Contact Name: Tom White
Title: Director of Maintenance
Email Address: twhite@ctdelco.org
Phone Number: 610-209-1686

Contract Dollar Amount: \$870,732.00 Project Completion Date: Ongoing

Description of Work with Customer: Between the years of 2018-2019 Community Transit of Delaware County worked with creative bus sales to create a new floorplan designed to facilitate 6 wheelchair passengers. After the design was complete 18 E450 StarTrans Cutaway Buses off the PA/DGS Statewide Contract. Tom White was directly involved in the procurement of all 12 buses and can also speak from experience on Creative Bus Sales service, support, and sales.



Firms Name: King County Metro Transit

Contact Name: Larry Moore Title: Transit Planner III

Email Address: larry.moore@kingcounty.gov

Phone Number: 206-391-0601

Contract Dollar Amount: \$10M - \$12M Annually

Project Completion Date: Ongoing

Description of Work with Customer: King County purchases all of their paratransit medium duty, light duty, and minivan vehicles from Creative Bus Sales. We work with

four different divisions within the county. Larry's programs include Dial a Ride,

Community Connections, and deviated fixed route services.

Firms Name: North Carolina Department of Transportation (NCDOT)

Contact Name: Samantha Bryant Green

Title: Procurement Specialist

Email Address: slbryant3@ncdot.gov

Phone Number: 919-707-4676

Contract Dollar Amount: \$3,367,182.00

Project Completion Date: September 27, 2020

Description of Work with Customer: Between the years 2016-2019, North Carolina agencies purchased 415 Ford Transit Vans off the state contract. Samantha Green has been directly involved in the procurement of all the vans and can also speak from

experience on Creative Bus Sales service, support, and sales.



Firms Name: CARTS

Contact Name: Dave Marsh Title: General Manager

Email Address: Dave@ridecarts.com

Phone Number: 512-478-7433

Contract Dollar Amount: \$3,560,148.00 Project Completion Date: 2/18/2018

Description of Work with Customer: Build and deliver 36 Elkhart Coach Paratransit buses in 2017-2018. These buses were ordered off the State of Texas TX Smart Buy contract.

The buses are used for rural transit service in the areas around Austin, TX.

Firms Name: LA DOTD

Contact Name: Warren Morgan

Title: Fleet and Asset Manager State of Louisiana

Email Address: Warren.Morgan@LA.Gov

Phone Number: 225-379-3056

Contract Dollar Amount: \$18,000,000.00 Project Completion Date: December 2019

Description of Work with Customer: The LADOT contract started in February of 2017. We have currently delivered 225 Elkhart Coach buses, 90 Braun Entervans, and 10 Champion E450 Low Floor buses. LADOT anticipates a new order of 35 Braun Entervans and 60 Elkhart Coach buses this fall. The current contract will expire at the end of 2019.



Firms Name: Morongo Basin Transit Authority / CalACT Purchasing Cooperative

Contact Name: Joe Meer

Title: Director of Procurements
Email Address: joe@mbtabus.com
Phone Number: 760.285.3479

Contract Dollar Amount: \$380,000,000.00 Project Completion Date: Ongoing since 2012

Description of Work with Customer: Deliver all styles of transit buses to transit agencies in California. Morongo Basin Transit Authority / CalACT developed a purchasing cooperative providing menu style bid contract for all California agencies to use. To date, we have

delivered over 3600 buses in California utilizing this cooperative.

Firms Name: Arizona Department of Transportation

Contact Name: Jill Dusenberry Title: Transit Program Manager

Email Address: <u>jdusenberry@azdot.gov</u>

Phone Number: 602-712-8243

Contract Dollar Amount: \$3-5M Annually

Project Completion Date: Ongoing

Description of Work with Customer: CBS has held the State of Arizona contract for 35+

years. Annually ADOT purchases 25-50 vehicles from CBS for their 5311 & 5310

programs.



Firms Name: City of Phoenix (Transit)

Contact Name: Wendy Miller Title: Transit Program Manager

Email Address: wendy.miller@phoneix.gov

Phone Number: 602-262-4077

Contract Dollar Amount: \$3-5M Annually

Project Completion Date: Ongoing

Description of Work with Customer: Since 2014 CBS has delivered vehicles to City of Phoenix Transit System with their 5310 service vehicles. 2014 was the start of the MPO (City of Phoenix) operating their 5310 programs away from the State. Annually the City

of Phoenix purchases 40-100 vehicles from CBS.

Firms Name: Northern Area Multi Service Center (NAMS)

Contact Name: Kurt Meier Title: Chief Executive Officer

Email Address: Kurt.Meier@namsc.com

Phone Number: (412) 951-9943 Contract Dollar Amount: \$1,921,180 Project Completion Date: On going

Description of Work with Customer: From 2017 to 2019, NAMS has completed three separate purchases of 10 vehicles each with Creative Bus Sales. Kurt would be able to attest to the level of collaboration he has experienced while working with the CBS team. As their first 10 buses were first article productions for the narrow body buses, NAMS and CBS were able to identify and work through various details and issues that have led to numerous product and process improvements. These improvements were implemented as standard practice for all buses that followed on the PA DGS Paratransit contract. For this reason, Kurt would be able to speak to Creative's commitment to continued improvement in both product and process.



Firms Name: Westmoreland County

Contact Name: Alan Blahovec

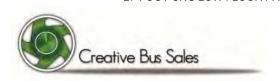
Title: Executive Director

Email Address: <u>ablahovec@westmorelandtransit.com</u>

Phone Number: (724) 832-2712

Contract Dollar Amount: \$2,424,102.80 Project Completion Date: Ongoing Description of Work with Customer:

Between 2017 and 2019 Westmoreland has purchased 27 paratransit buses, some fixed route and some for paratransit service. Alan can personally attest to the level of collaboration that was needed to complete their custom orders and floor plans, as well as be able to speak to the level of sales, service, and support they have experience while working with the Creative Bus Sales team.



References- California

UCSF Transportation Services

Erick Villalobos 1625 Owens Street, Suite 205 San Francisco, CA 94123-3099 (415) 502-1731

SamTrans

David Olmeda, CEO, Bus 1250 San Carlos Avenue San Carlos, CA 94070 (650) 868-9948

County Connection

Scott Mitchell, COO 2477 Arnold Industrial Way Concord, CA 94520 (925) 680-2090

Caltrans Div. of Rail and Mass Transportation, MS 39

FRANK NEVITT, Branch Chief Federal Grants Procurement Management Branch P.O. Box 942874 Sacramento, CA 94274-0001 Phone: (916) 654-9495



Confidential Documents

Financial Statements

Thank you for the opportunity to submit a bid with your organization. Our financial records are located in Pkg 4: Proprietary/Confidential Package.

Please hold these documents as confidential; they are not to be considered for public release unless given written permission from a corporate official at Creative Bus Sales.

Thank you for your understand and please feel free to contact us if more information is needed.



Confidential Documents

Financial Statements

Thank you for the opportunity to submit a bid with your organization. Our financial records are located in Package 4: Confidential/Proprietary as requested.

Please hold these documents as confidential; they are not to be considered for public release unless given written permission from a corporate official at Creative Bus Sales.

Thank you for your understanding and please feel free to contact us if more information is needed.



August 20, 2021

RE: Regional Transportation Commission of Southern Nevada (ITB No. 21-058)

To Whom This May Concern,

In accordance with the requirements set forth in the Bid mentioned above (ref: Section SP 9. Insurance), I can confirm the Respondent (Creative Bus Sales, Inc.) has the types of coverages and the levels specified in this Bid.

Should you have any questions, please don't hesitate to contact me.

Insurance Services Risk Management Employee Benefits

Sincerely,

John Piercon (Apr 20, 2021 18:16 PDT)

John Pierson, CPCU, ARM Vice President, Account Executive Southern California Office jpierson@woodruffsawyer.com D 949.435.7368 Woodruff-Sawyer & Co. 844.972.6326

2 Park Plaza, Suite 500 Irvine, CA 92614

CA License 0329598
AN ASSUREX GLOBAL & IBN PARTNER

woodruffsawyer.com

CONTRACT NO. 21-058
EXHIBIT B
27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

Request for Bids No. 21-058 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES Issued July 6, 2021

CER 5. Form for Bid Deviation

This form shall be completed for each condition, exception, reservation or understanding (i.e., Deviation) in the Bid according to "Conditions, Exceptions, Reservations or Understandings." One copy without any price/cost information is to be placed in the Technical Bid as specified in "Technical Bid Requirements," and a separate copy with any price/cost information placed in the Price Bid as specified in "Price Bid Requirements."

ITB 21-058 27- FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

Deviation No.:	Contractor:	ITB section:	Page:
Complete description of D	eviation:		
NO DEVIATIONS			
Rationale (pros and cons)	:		

CER 9. Other Certifications CER 9.1 Proposal Form

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA in response to Bid No.21-058 in its entirety.

Proposer: Cre	eative Bus Sales	
Street address: _	14740 Ramona Ave	
City, state, ZIP: _	Chino, CA 91710	
Name and title of	Authorized Signer(s): Marcus Hoffman, E	Bid Manager
Name and title of	Authorized Signer(s):	
Phone:800-32	26-2877	
The second secon	/-	
TAX		8/20/2021
Authorized signature		8/20/2021 Date

CER 8. Federal Certifications CER 8.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

Certificate	of Compliance
The Proposer hereby certifies that it will comply with the r 165(b)(3) of the Surface Transportation Assistance Act of	requirements of 49 USC Section 5323(j)(2)(C), Section f 1982, as amended, and the regulations of 49 CFR 661.11:
Name and title: Marcus Hoffman, Bid Manager Company: Creative Bus Sales	
Att .	8/20/2021
Authorized signature	Date
Certificate of	Non-Compliance
165(b)(3) of the Surface Transportation Assistance Act of	he requirements of 49 USC Section 5323(j)(2)(C) and Section 1982, as amended, but may qualify for an exception to the (B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface ons in 49 CFR 661.7.
Name and title: Company:	
Authorized signature	Date

CER 8.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

red, suspended, pas by any federal eyear period prece or commission of a public (federal, ate antitrust statution of records, maked for or otherwise mission of any of	es to the best of its knowledge and belief that it and its principals: proposed for debarment, declared ineligible, or voluntarily excluded department or agency; adding this Proposal been convicted of or had a civil judgment fraud or a criminal offense in connection with obtaining, attempting state or local) transaction or Contract under a public transaction; tes or commission or embezzlement, theft, forgery, bribery, sing false statements, or receiving stolen property; as criminally or civilly charged by a governmental entity (federal, the offenses enumerated in Paragraph 2 of this certification; and ending this Proposal had one or more public transactions (federal, ault.
ns by any federal year period prece or commission of a public (federal, ate antitrust statut in of records, maked for or otherwise mission of any of year period prece	department or agency; ading this Proposal been convicted of or had a civil judgment fraud or a criminal offense in connection with obtaining, attempting state or local) transaction or Contract under a public transaction; tes or commission or embezzlement, theft, forgery, bribery, king false statements, or receiving stolen property; e criminally or civilly charged by a governmental entity (federal, the offenses enumerated in Paragraph 2 of this certification; and eding this Proposal had one or more public transactions (federal,
or commission of a public (federal, ate antitrust statut in of records, maked for or otherwise mission of any of year period prece	fraud or a criminal offense in connection with obtaining, attempting state or local) transaction or Contract under a public transaction; ses or commission or embezzlement, theft, forgery, bribery, sing false statements, or receiving stolen property; se criminally or civilly charged by a governmental entity (federal, the offenses enumerated in Paragraph 2 of this certification; and seding this Proposal had one or more public transactions (federal,
mission of any of year period prece	the offenses enumerated in Paragraph 2 of this certification; and eding this Proposal had one or more public transactions (federal,
	statements in this certification, and attaches its explanation to this tatements that can be certified to and explain those that cannot.)
	ess and accuracy of the contents of the statements submitted on or e provisions of Title 31 USC § Sections 3801 are applicable thereto.
nager	
	8/20/2021
	Date
-	anager

CER 8.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

as defined at 49 CFR § 29	participant (Proposer) certifies, by submiss 9.105(p) is presently debarred, suspende articipation in this transaction by any fede	ion of this Proposal, that neither it nor its "principals" id, proposed for debarment, declared ineligible, or ral department or agency.
If the prospective Proposer has done so by placing an	is unable to certify to the statement above "X" in the following space:	e, it shall attach an explanation, and indicate that it
TRUTHFULNESS AND AC	CURACY OF EACH STATEMENT OF IT	, CERTIFIES OR AFFIRMS THE IS CERTIFICATION AND EXPLANATION, IF EES THAT THE PROVISIONS OF 31 USC §§ TON, IF ANY.
Name and title of the Pro	poser's authorized official:	
Most	~	8/20/2021
Authorized signature		Date

CER 8.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of	Arizona	, County of _	Maricopa	
I, (Name of Affi	Marcus Hoffman		, being first duly sworn, do hereby state that	
l am	Bid Manager	of C	Creative Bus Sales	-11
Capa	city)	(Name of Firm,	i, Partnership or Corporation)	
whose busin	ness is Commercial	Bus Sales	11 - 11	
and who res	sides at 3615 S 28t	h St, Phoenix, AZ, 850	040	
and that	N/A			
any connect the said Cor Board of Tru directly or in	ion or interest in the profits ntract is on my part, in all re	thereof with any persons m spects, fair and without coll	ined Contract; that the Contract is made without making any bid or Proposal for said Work; that making any bid or Proposal for said Work; that illusion or fraud, and also that no members of the ee therein, or any employee of the Authority, is	e
Sworn to be	fore me this 20	day of Augus	Dd 20.21.	
Qena Notary publi	roc Shott-	Sanchoz De	Notary Pub	a County n # 570421

CER 8.5 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, Creative Bus Sales TRUTHFULNESS AND ACCURACY OF EACH STATEMENT ANY, IN ADDITION, THE PROPOSER UNDERSTANDS AND 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DIS		CCURACY OF EACH STAT	EMENT OF ITS CERTIFICATION AND DISCLOSURE, DS AND AGREES THAT THE PROVISIONS OF 31 US	IF C §§
Name of th	e bidder or Pro	poser's authorized official:	Marcus Hoffman	
Title:	Bid Mana	ager		
M	Me		8/20/2021	
Signature	7		Date	

Per paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 8.6 Certificate of Compliance with Bus Testing Requirement

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

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

1. X. The buses offered herewith have been tested in accordance with 49 CER Part 665 on the multiple of the buses offered herewith have been tested in accordance with 49 CER Part 665 on the buse of the buse o

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

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

Company name: Creative Bus Sales

Name and title of the Proposer's authorized official: Marcus Hoffman, Bid Manager

Authorized signature Bate

CONTRACT NO. 21-058
EXHIBIT B
27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

INVITATION TO BID NO. 21-058 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES Issued July 6, 2021

CER 8.7 DBE Approval Certification

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

8/20/2021
Authorized signature Date

Name and title of the Proposer's authorized official: Marcus Hoffman, Bid Manager

CONTRACT NO. 21-058
EXHIBIT B
27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

INVITATION TO BID NO. 21-058 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES Issued July 6, 2021

CER 8.8 Federal Motor Vehicle Safety Standards

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

Company name: Creative Bus Sales Name of signer: Marcus Hoffman

Title: Bid Manager

Authorized signature 8/20/2021

Date

RTC	DISCLOSURE OF OWNE	RSHIP/PRINCIPALS		
Type of Business: Individual Partnership Business Name:	Limited Liability Compar Creative Bus Sales, Inc.	Corporation	Trust	Other
(Include d.b.a., if applicable)				
Business Address:	14740 Ramona Ave			
	Chino, CA 91710			
Business Telephone:	(800) 326-2877			
interest in the business entity appear 7 of the Nevada Revised Statutes, companies, partnerships, limited p	ousiness entities must list the names of in ring before the Board. "Business entities" including but not limited to private co artnerships, and professional corporation	include all business associations or reporations, close corporations, for us. Corporate entities shall list a	organized under or oreign corporation Il Corporate Office	governed by Title s, limited liability ers and Board of
Directors in lieu of disclosing the transactions, extends to the applicant	names of individuals with ownership or at and the landowner(s).	financial interest. The disclosure	requirement, as a	pplied to land-use
Full Na	ime		Title	
Tony Matijevich		President		
Γ.J. Matijevich		Vice President		
Vicki Matijevich		Secretary		
For Real Property Transactions, pur any relationship with the real proper	rsuant to NRS 244.2795.1(b), (c), and 3, rty owner or the owner of an adjoining rea	list all sources of income that ma	y constitute a conf	lict of interest and
n/a				
I certify under penalty of perjury, t will not take action on land-use app	hat all of the information provided herei rovals, contract approvals, land sales, leas	es or exchanges without the comp	ate. I also understa eleted disclosure fo	and that the Board orm.
Signature / Capacity		Marcus Hoffman Print Name		
organitate / Capacity		A fille fyddie		
		8/20/2021		
		Date		

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

- <u>Lack of Impartiality or Impaired Objectivity</u> when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.
- Unequal Access to Information The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- Biased Ground Rules During the conduct of an earlier procurement, the supplier has established
 the ground rules for a future procurement by developing the specifications, evaluation factors, or
 similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to proposes to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, it its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms "contract", "supplier", and "Purchasing Representative" modified approximately to preserve the RTC's rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

Bidder/Proposer's Signature and Date

Marcus Hoffman

Typed or Printed Name

Bid Manager

Title

Creative Bus Sales

Company Name

14740 Ramona Ave, Chino, CA 91710

Company Address

EXHIBIT B 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

Supplier Info	rmation				
Company Name:	Creative Bus Sales, Inc.				
Contact Name:	act Name: Marcus Hoffman				
Address:	14740 Ramona Ave				
	Chino, CA 91710				
Phone:	(800) 326-2877				
	(909) 465-5529				
	marcush@creativebussales.com				
Supplier Note	es de la constant de				
electronic signature	ubmit Response" button, you are signing this Solicitation document electronically. You agree your is the legal equivalent of your manual signature on this Solicitation document. By selecting "Submit				
Response" you con key pad, mouse or and agreement as i verification is neces will not in any way a Regional Transport into this Solicitation	sent to be legally bound by this Solicitation terms and conditions. You further agree that your use of a other device to select an item, button, icon or similar act/action constitutes your signature acceptance f actually signed by you in writing. You also agree that no certification authority or other third party sarry to validate your digital signature and that the lack of such certification or third party verification affect the enforceability of your digital signature or any resulting contract between you and the ation Commission of Southern Nevada (RTCSNV). You also represent that you are authorized to enter for all persons who own or are authorized to access any of your accounts and that such persons will ms of this Solicitation.				
Marcus Hoffma					
Print Name	Signature				



Certificate of Authority

Regional Transportation Commission of Southern Nevada (RTC)

Re: Invitation To Bid No. 21-058

To Whom It May Concern,

I, individually and on behalf of Creative Bus Sales, do by my signature below, certify that:

Creative Bus Sales is a corporation duly organized and existing under laws of California; I am the president, and officer of Creative Bus Sales, authorized to sign on it's behalf, and Marcus Hoffman, Bid Manager, is an officer of Creative Bus Sales authorized to make, execute and approve, on behalf of this Company, any and all contracts, or amendments thereof, entered into by and between Creative Bus Sales and the Office of State Procurement for the State of Louisiana.

In witness whereof, I hereby set my hand this 20th day of August, 2021.

Tony Matijevich | President

Creative Bus Sales, Inc.

909.465.5528

TonyM@CreativeBusSales.com

Executed on the _____ day of A Light , 202

Notary Signature: Lemmon another was

Commission Expires: Aep 20, 2023

DEMAREE SHOTT-SANCHEZ
Notary Public - Arizona
Maricopa County
Commission # 570421
My Comm. Expires Sep 20, 2023

State of Nevada Department of Motor Vehicles Occupational and Business Licensing Section

CREATIVE BUS SALES INC 710 WELLS RD BOULDER CITY NV 89005-1838 LICENSE#: DLR000028757

TYPE OF LICENSE: DEALER

NEW MOTOR VEHICLE USED TRAILER

USED MOTOR VEHICLE USED MOTOR CYCLE

THIS DOCUMENT AUTHORIZES YOU TO ENGAGE IN BUSINESS AS A LICENSEE OF THE DEPARTMENT OF MOTOR VEHICLES UNTIL 12/31/2021. THIS LICENSE IS NON-TRANSFERABLE.

RTC	DISCLOSURE OF OWNE	RSHIP/PRINCIPALS		
Type of Business: Individual Partnership Business Name:	Limited Liability Compar Creative Bus Sales, Inc.	Corporation	Trust	Other
(Include d.b.a., if applicable)				
Business Address:	14740 Ramona Ave			
	Chino, CA 91710			
Business Telephone:	(800) 326-2877			
interest in the business entity appear 7 of the Nevada Revised Statutes, companies, partnerships, limited p	ousiness entities must list the names of in ring before the Board. "Business entities" including but not limited to private co artnerships, and professional corporation	include all business associations or reporations, close corporations, for us. Corporate entities shall list a	organized under or oreign corporation Il Corporate Office	governed by Title s, limited liability ers and Board of
Directors in lieu of disclosing the transactions, extends to the applicant	names of individuals with ownership or at and the landowner(s).	financial interest. The disclosure	requirement, as a	pplied to land-use
Full Na	ime		Title	
Tony Matijevich		President		
Γ.J. Matijevich		Vice President		
Vicki Matijevich		Secretary		
For Real Property Transactions, pur any relationship with the real proper	rsuant to NRS 244.2795.1(b), (c), and 3, rty owner or the owner of an adjoining rea	list all sources of income that ma	y constitute a conf	lict of interest and
n/a				
I certify under penalty of perjury, t will not take action on land-use app	hat all of the information provided herei rovals, contract approvals, land sales, leas	es or exchanges without the comp	ate. I also understa eleted disclosure fo	and that the Board orm.
Signature / Capacity		Marcus Hoffman Print Name		
organitate / Capacity		A fille fyddie		
		8/20/2021		
		Date		

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

- <u>Lack of Impartiality or Impaired Objectivity</u> when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.
- Unequal Access to Information The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- Biased Ground Rules During the conduct of an earlier procurement, the supplier has established
 the ground rules for a future procurement by developing the specifications, evaluation factors, or
 similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to proposes to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, it its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms "contract", "supplier", and "Purchasing Representative" modified approximately to preserve the RTC's rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

Bidder/Proposer's Signature and Date

Marcus Hoffman

Typed or Printed Name

Bid Manager

Title

Creative Bus Sales

Company Name

14740 Ramona Ave, Chino, CA 91710

Company Address

ARBOC Specialty Vehicles Proposed Delivery Schedule

(Week of)

Chassis				
Unit	received at	Delivery to		
number	ARBOC	RTC*		
1	4/25	10/27		
2	4/25	10/27		
3	4/25	10/27		
4	5/2	11/3		
5	5/2	11/3		
6	5/2	11/3		
7	5/9	11/10		
8	5/9	11/10		
9	5/9	11/10		
10	5/16	11/17		
11	5/16	11/17		
12	5/16	11/17		
13	5/23	11/24		
14	5/23	11/24		
15	5/23	11/24		
16	5/30	12/1		
17	5/30	12/1		
18 19	5/30	12/1		
20	6/6 6/6	12/8 12/8		
21	6/6	12/8		
22	6/13	12/0		
23	6/13	12/15		
24	6/13	12/15		
25	6/20	12/22		
26	6/20	12/22		
27	6/20	12/22		
28	6/27	12/29		
29	6/27	12/29		
30	6/27	12/29		
31	7/11	1/12		
32	7/11	1/12		
33	7/11	1/12		
34	7/18	1/19		
35	7/18	1/19		
36	7/18	1/19		
37	7/25	1/26		
38	7/25	1/26		
39	7/25	1/26		
40	8/1	2/2		

180 days from receipt of chassis to delivery of bus to RTC

*All dates are subject to change based upon chassis availability from Ford due to the micro-chip shortage



REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

600 SOUTH GRAND CENTRAL PARKWAY LAS VEGAS, NEVADA 89106

INVITATION TO BID NO. 21-058 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

ISSUED JULY 6, 2021

Contents

SECTION 1: NOTICE OF INVITATION TO BID	7
NR 1. Description of the Work to be Done	
NR 2. Obtaining Bid Documents	
NR 3. Bid Due Date and Submittal Requirements	
NR 4. Validity of Bids	
NR 5. Pre-Bid Meeting Information	
&	
SECTION 2: INSTRUCTIONS TO BIDDERS	8
IP 1. Quantities	8
IP 2. Proposed Schedule for the Procurement	8
IP 3. Obtaining Bid Documents	
IP 4. Bid Security Requirements (Reserved)	8
IP 5. Pre-Bid Meeting/Information for Bidders	
IP 6. Questions, Clarifications and Omissions	
IP 7. Addenda to ITB	
IP 8. DBE Requirements for Transit Vehicle Manufacturers	
IP 9. Buy America Certification	
IP 10. Conditions, Exceptions, Reservations or Understandings	
IP 11. Protest Procedures	
IP 11.1 GENERAL	
IP 11.2 DEFINITIONS.	
IP 11.3 GROUNDS FOR PROTEST	
IP 11.4 TIME DEADLINES FOR FILING PROTESTS	. 11
IP 11.5 PROTEST BOND	
IP 11.6 CONTENTS	
IP 11.6 CONTENTS IP 11.7 REVIEW OF PROTESTS BY THE RTC	
11.7.1 Review Process.	
11.7.2 Effect on Pending Action	
11.7.3 Ability to Proceed	
IP 11.8 SUMMARY DISMISSAL	
IP 11.9 BURDEN OF PROOF	
IP 11.10 DECISION ON PROTEST	
IP 11.11 APPEALS	
IP 11.12 PROTESTER'S PAYMENT OF COSTS	
IP 11.13 RIGHTS AND OBLIGATIONS OF PROPOSERS	
IP 11.14 FTA Review	. 14
IP 12. Preparation of Bids	
IP 12.1 Use of Bid Forms	
IP 12.2 Alternate and Multiple Bids (Reserved)	. 14
IP 12.3 Bid Format Requirements	
IP 12.4 RTC Treatment of Proprietary/Confidential Information	. 15
IP 12.5 Signing of Bid Forms	. 15
IP 12.6 Modification or Withdrawal of Bids	. 16
IP 12.7 Ownership and Cost of Bid Development	
IP 13. Bid Evaluation, Negotiation and Selection	. 16
IP 13.1 Confidentiality of Bids	
IP 13.2 Duration of the Validity of Bids	
IP 13.3 Review of Bids for Responsiveness and Bidders Responsibility	

27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

IP 13.4 Bid Selection Process.	
IP 13.5 Evaluation Procedures	
IP 13.6 Evaluations of Bids	
IP 14. Response to Bids	
IP 14.1 Single Bid Response	
IP 14.2 Availability of Funds	18
IP 14.3 RTC Contract Approval Process	18
IP 14.4 RTC Rights	19
IP 14.5 Execution of Contract	19
IP 15. Conflicts of Interests and Gratuities	20
IP 16. RTC-Specific Provisions – RESERVED	
1	
SECTION 3: GENERAL CONDITIONS	21
GC 1. Definitions	21
GC 2. Materials and Workmanship.	
GC 3. Conformance with Specifications and Drawings	
GC 4. Inspection, Testing and Acceptance	
GC 4.1 General	
GC 4.2 Risk of Loss	
GC 5. Title and Warranty of Title	
GC 6. Intellectual Property Warranty	
GC 7. Data Rights	
GC 7.1 Proprietary Rights/Rights in Data	
GC 7.2 Access to Onboard Operational Data	
GC 8. Changes	
GC 8.1 Contractor Changes	
GC 8.2 RTC Changes	
GC 9. Legal Clauses	
GC 9.1 Indemnification	
GC 9.2 Suspension of Work	
GC 9.3 Excusable Delays/Force Majeure	26
GC 9.4 Termination	27
GC 9.5 Compliance with Laws and Regulations	29
GC 9.6 Changes of Law	29
GC 9.7 Governing Law and Choice of Forum	29
GC 9.8 Disputes	
GC 9.9 Maintenance of Records; Access by RTC; Right to Audit Records	
GC 9.10 Confidential Information	
GC 9.11 Conflicts of Interest, Gratuities	
GC 9.12 General Nondiscrimination Clause	
GC 9.13 Amendment and Waiver	
GC 9.14 Remedies Not Exclusive	
GC 9.15 Counterparts	
GC 9.16 Severability	
GC 9.17 Third-Party Beneficiaries	
GC 9.18 Assignment of Contract	
GC 9.19 Independent Parties	
GC 9.20 Survival	
GC 10. RTC-Specific Provisions – RESERVED	34

SECTION 4: SPECIAL PROVISIONS			35
SP 1. Inspection, Tests and Repairs			35
SP 1.1 Pilot Vehicle			
SP 1.2 Configuration and Performance Approval			35
SP 1.3 First Article Inspection – Production			35
SP 1.4 Post-Delivery Tests			
SP 1.5 Repairs after Non-Acceptance			
SP 1.6 Repair Performance			
SP 1.6.1 Repairs by Contractor			
SP 1.6.2 Repairs by the RTC			36
SP 2. Deliveries			37
SP 2.1 Vehicle Delivery			37
SP 2.2 Delivery Schedule			37
SP 2.3 Contract Deliverables			37
SP 3. Options and Option Pricing			38
SP 4. Assignability of Options			
SP 5. Payment			
SP 5.1 Payment Terms			
SP 5.2 Performance Guarantee - RESERVED			40
SP 5.3 Payment of Taxes			40
SP 6. Liquidated Damages for Late Delivery of the Vehicle			40
SP 7. Service and Parts			
SP 7.1 Contractor Service and Parts Support			41
SP 7.2 Documentation			
SP 7.3 Parts Availability Guarantee			42
SP 7.4 RTC-Furnished Property			42
SP 8. Federal Motor Vehicle Safety Standards (FMVSS)			
SP 9. Insurance.			
SP 10. Software Escrow Account			46
SP 11. Sustainability			46
SP 12. RTC Critical Technical Specification Items			
•			
SECTION 5: FEDERAL REQUIREMENTS			47
FR 1. Access to Records			
FR 1.1 Local Governments	Error!	Bookmark 1	not defined.
FR 1.2 State Governments	Error!	Bookmark 1	not defined.
FR 2. Federal Funding, Incorporation of FTA Terms and Federal Changes	Error!	Bookmark	not defined.
FR 3. Federal Energy Conservation Requirements	Error!	Bookmark 1	not defined.
FR 4. Civil Rights Requirements	Error!	Bookmark i	not defined.
FR 5. No Government Obligation to Third Parties			
FR 6. Program Fraud and False or Fraudulent Statements or Related Acts.	Error!	Bookmark	not defined.
FR 7. Suspension and Debarment	Error!	Bookmark	not defined.
FR 8. Disadvantaged Business Enterprise (DBE)	Error!	Bookmark	not defined.
FR 9. Clean Water Requirements	Error!	Bookmark	not defined.
FR 10. Clean Air Requirements	Error!	Bookmark 1	not defined.
FR 11. Compliance with Federal Lobbying Policy			
FR 12. Buy America	Error!	Bookmark	not defined.
FR 13. Testing of New Bus or Vehicle Models	Error!	Bookmark 1	not defined.
FR 14. Pre-Award and Post-Delivery Audits	Error!	Bookmark	not defined.
FR 15. Cargo Preference	Error!	Bookmark	not defined.

FR 16. Fly America	Error! Bookmark not defined.
FR 17. Contract Work Hours and Safety Standards Act	Error! Bookmark not defined.
SECTION 6: TECHNICAL SPECIFICATIONS	48
SECTION 7: WARRANTY REQUIREMENTS	49
WR 1. Basic Provisions	
WR 2. Warranty	
WR 2.1 Warranty Requirements	
WR 3. Warranties in this Document.	
WR 3.1 Contractor Warranty	
WR 3.2 Voiding of Warranty	
WR 3.3 Exceptions and Additions to Warranty	
WR 3.4 Fleet Defects	
WR 4. Repair Procedures.	
WR 4.1 Repair Performance	
WR 4.2 Repairs by the Contractor	
WR 4.3 Repairs by the RTC	
WR 4.4 Warranty after Replacement/Repairs	
WR 4.5 Forms	
WR 4.6 Return of Parts	
WR 4.7 Timeframe	
WR 4.8 Reimbursements	
WR 4.9 RTC-Specific Provisions - <i>RESERVED</i>	
THE IS RIE Specific Florisions Research 25	
SECTION 8: QUALITY ASSURANCE	57
QA 1. Contractor's In-Plant Quality Assurance Requirements	
QA 1.1 Quality Assurance Organization	
QA 1.2 Quality Assurance Organization Functions	
QA 2. Inspection	
QA 2.1 Inspection Stations	
QA 2.2 Resident Inspectors	
QA 3. Acceptance Tests	
QA 3.1 Responsibility	
QA 3.2 Pre-Delivery Tests	
QA 4. RTC-Specific Requirements – <i>RESERVED</i>	
Attachment A: New Vehicle Manufacturing Inspection Guidelines	
Pre-Production Meeting	Error! Bookmark not defined.
Prototype/Pilot Vehicle Production	
Resident Inspection Process for Serial Production	
Communications	
Vehicle Release for Delivery	
·	
SECTION 9: FORMS AND CERTIFICATIONS	Error! Bookmark not defined.
CER 1. Bidder's Checklist	
CER 2. Request for Pre-Offer Change or Approved Equal	78
CER 3. Acknowledgement of Addenda	Error! Bookmark not defined.
CER 4. Contractor Service and Parts Support Data	
CER 5. RESERVED	
CER 6. Pricing Schedule	Error! Bookmark not defined.

EXHIBIT C 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES

CER 7. Pre-Award Evaluation Data Form	Error! Bookmark not defined.
CER 8. Federal Certifications	Error! Bookmark not defined.
CER 8.1 Buy America Certification	Error! Bookmark not defined.
CER 8.2 Debarment and Suspension Certification for Pro-	ospective Contractor Error! Bookmark not
defined.	•
CER 8.3 Debarment and Suspension Certification (Lowe	er-Tier Covered Transaction)Error! Bookmark
not defined.	
CER 8.4 Non-Collusion Affidavit	Error! Bookmark not defined.
CER 8.5 Lobbying Certification	Error! Bookmark not defined.
CER 8.6 Certificate of Compliance with Vehicle Testing	
CER 8.7 DBE Approval Certification	Error! Bookmark not defined.
CER 8.8 Federal Motor Vehicle Safety Standards	Error! Bookmark not defined.
CER 9.1 Bid Form	Error! Bookmark not defined.
CER 9.2 Notice of Award – RESERVED	Error! Bookmark not defined.
CER 10. Vehicle Questionnaire – RESERVED	Error! Bookmark not defined.
•	
SECTION 10: CONTRACT	78

SECTION 1: NOTICE OF INVITATION TO BID

NR 1. Description of the Work to be Done

Regional Transportation Commission of Southern Nevada (RTC) requests Bids for the manufacture and delivery of paratransit buses in accordance with the terms and conditions set forth in RTC IFB NO 21-058 – 27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES. The Contract shall be a firm-fixed price Contract, which may include an annual PPI adjustment.

Specifically, the Agency is requesting the following type and quantities of vehicles, based on available funding: A base order of up to Eighty (80) Low Floor, Twenty Seven Foot (27') Compressed Natural Gas (CNG) Cutaway Paratransit Vehicles and associated goods and services, such as spare parts, training materials and manuals, with options for up to two hundred seventy five (275) Low Floor, Twenty Seven Foot (27') Compressed Natural Gas (CNG) Cutaway Paratransit Vehicles and associated goods and services such as spare parts and manuals. The Options shall be valid for a period of five years from the effective date of the Contract.

A production schedule shall be provided to the RTC at time of proposal, See EXHIBIT A-1 Example Production Schedule.

NR 2. Obtaining Bid Documents

Bid documents may be obtained electronically at the Nevada Gov eMarketplace website: https://nevada.ionwave.net.

NR 3. Bid Due Date and Submittal Requirements

Bids must be received by AUGUST 24, 2021 at 3:00 PM. All times are Las Vegas, NV local time.

1. To Electronically Submit Bid: Log on to the NGEM website. Complete each tab as required. For example, review the "Attributes" tab and select a response for each one; review the "Line Items" tab and enter your offer for each line; review the "Response Attachments" tab and upload the required attachments listed for this solicitation. After all tabs have been completed, go to the "Response Submission" tab and follow directions.

NR 4. Validity of Bids

Bids and subsequent offers shall be valid for a period of 90days.

NR 5. Pre-Bid Meeting Information

A Pre-Bid Meeting will be held on the Date/Time/Location indicated under the NGEM "ACTIVITIES" Tab.

Prospective Bidders are requested to submit questions in NGEM under the "QUESTIONS" Tab in advance of the Pre-Bid Meeting. In addition, questions may be submitted up to the date specified under the NGEM "ACTIVITIES" Tab. Responses will be shared with all prospective Bidders. Prospective Bidders are reminded that any changes to the ITB will be by written addenda only, and nothing stated at the Pre-Bid Meeting shall change or qualify in any way any of the provisions in the ITB and shall not be binding on the RTC.

SECTION 2: INSTRUCTIONS TO BIDDERS

IP 1. Quantities

The Agency is requesting the following type and quantities of vehicles, based on available funding: A base order of up to Eighty (80) Low Floor, Twenty Seven Foot (27') Compressed Natural Gas (CNG) Cutaway Paratransit Vehicles and associated goods and services, such as spare parts, training materials and manuals, with options for up to two hundred seventy five (275) Low Floor, Twenty Seven Foot (27') Compressed Natural Gas (CNG) Cutaway Paratransit Vehicles and associated goods and services such as spare parts and manuals. The Options shall be valid for a period of five years from the effective date of the Contract.

IP 2. Proposed Schedule for the Procurement

See the NGEM "ACTIVITIES" Tab for Dates and Times.

IP 3. Obtaining Bid Documents

Bid documents may be obtained electronically at https://nevada.ionwave.net.

IP 4. Bid Security Requirements (Reserved)

IP 5. Pre-Bid Meeting/Information for Bidders

A Pre-Bid Meeting will be held on the Date/Time/Location indicated under the NGEM "ACTIVITIES" Tab.

Prospective Bidders are requested to submit questions in NGEM under the "QUESTIONS" Tab in advance of the Pre-Bid Meeting. In addition, questions may be submitted up to the date specified under the NGEM "ACTIVITIES" Tab. Responses will be shared with all prospective Bidders. Prospective Bidders are reminded that any changes to the ITB will be by written addenda only, and nothing stated at the Pre-Bid Meeting shall change or qualify in any way any of the provisions in the ITB and shall not be binding on the RTC.

IP 6. Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Designated Contact identified above. Unless otherwise instructed by the Designated Contact, Bidders and their representatives shall not make any contact with or communicate with any member of the RTC, or its employees and consultants, other than the Designated Contact, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified under the NGEM "ACTIVITIES" Tab a Bidder may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the ITB, or any addenda to the ITB. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Designated Contact. The Bidder making the request shall be responsible for its proper delivery to the RTC as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the ITB, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all Bidders. Any response that is not confirmed by a written addendum shall not be official or binding on the RTC.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the ITB or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or RTC law, ordinance, rule, regulation or other standard or requirement, then the Bidder shall submit a written request for clarification to the RTC within the time period specified above.

IP 7. Addenda to ITB

The RTC reserves the right to amend the ITB at any time in accordance with activities under the NGEM "ACTIVITIES" Tab" Any amendments to the ITB shall be described in written addenda. Any addenda will be distributed in NGEM to all such prospective Bidders officially known to have received the ITB. Failure of any prospective Bidder to receive the notification or addenda shall not relieve the Bidder from any obligation under the ITB therein. All addenda issued shall become part of the ITB. Prospective Bidders shall acknowledge the receipt of each individual addendum in their Bids on the Acknowledgement of Addenda. Failure to acknowledge in the Bid receipt of addenda may at the RTC's sole option disqualify the Bid.

If the RTC determines that the addenda may require significant changes in the preparation of Bids, the deadline for submitting the Bids may be postponed no fewer than ten (10) days from the date of issuance of addenda or by the number of days that the RTC determines will allow Bidders sufficient time to revise their Bids. Any new Due Date shall be included in the addenda.

IP 8. DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a Bidder, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

IP 9. Buy America Certification

This Contract is subject to the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Bidder' attention is directed to 49 CFR §661.11, "Rolling Stock Procurements." Prospective Bidders have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

A Bidder shall submit to the RTC the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Bids that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

The two signature blocks on the Buy America certificate are mutually exclusive. Bidders shall sign only one signature block on the certificate. Signing both signature blocks will make the Bid nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A Bidder who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of Bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Bidder will also submit evidence of intent, such as information about the origin of the product,

invoices, or other working documents. The Bidder will simultaneously send a copy of this information to the RTC.

The FTA Chief Counsel may request additional information from the Bidder, if necessary. The RTC may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m).

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions may be sought by the RTC from the FTA for the proposed awardee, if the grounds for a waiver exist. All Bidders seeking a waiver must submit to the RTC a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

- 1. Their application would be inconsistent with the public interest;
- 2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- 3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

Any party may petition the FTA to investigate a successful Bidder's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines that the evidence indicates noncompliance, the FTA will require the RTC to initiate an investigation. The successful Bidder has the burden of proof to establish compliance with its certification. If the successful Bidder fails to so demonstrate compliance, then the successful Bidder will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

IP 10. Conditions, Exceptions, Reservations or Understandings - RESERVED

IP 11. Protest Procedures

The following sections set forth this procurement's protest-filing procedures.

IP 11.1 GENERAL

Protests of an Interested Party (as defined below) regarding the procurement actions of the RTC will be considered and determined in accordance with the following procedures. A protest which is submitted by a party that is not an Interested Party or which is not in accordance with these procedures and NRS 332.068 shall not be considered by the RTC, and will be returned to the submitting party without any further action by the RTC.

IP 11.2 DEFINITIONS

For purposes of this Section:

(A) The term "Days" means, unless otherwise provided, calendar days but if any day of a time period under this procedure falls on a weekend or holiday, the last day of such period shall be the next business day of the RTC. Business days of the RTC are Monday through Thursday, 7 a.m. to 6 p.m. Pacific Time.

- (B) The term "Interested Party" means any person (a) who is an actual or prospective Proposer in the procurement involved, and (b) whose direct economic interest would be affected by the pending procurement action or decision of the RTC.
- (C) The term "Solicitation" means an invitation to submit a Request for Proposals, as applicable, or other form of document used in a procurement process to obtain services, equipment, or construction work.

IP 11.3 GROUNDS FOR PROTEST

An Interested Party may file a protest with the RTC on the following grounds or bases for protests only:

- (A) The RTC has failed to comply with applicable Federal or State law;
- (B) The RTC has failed to comply with its procurement procedures; and
- (C) The RTC has failed to comply with the terms of this ITP.

Protests alleging other grounds or bases will not be considered by the RTC.

IP 11.4 TIME DEADLINES FOR FILING PROTESTS

- A. Except as provided in Subsection B, Protests must be filed no later than five (5) calendar days after the posting of the RTC's agenda for action on the recommended Proposer and notice of intent to award.
- B. Protests concerning a determination that a Proposer is non-responsive or has failed a Pass-Fail criteria B must be filed no later than five (5) calendar days after receipt of the notification of such determination,
- C. Any protests filed after the dates specified in subsection (A) or (B) above will not be considered by the RTC.

IP 11.5 PROTEST BOND

Any party filing a protest is required by the RTC, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the RTC,

Issued July 6, 2021

to the RTC who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

- (a) Twenty-five percent of the total value of the proposal submitted by the person filing the notice of protest; or
- (b) Two hundred fifty thousand dollars (\$250,000.00).

The RTC will not consider any protest that is not accompanied by the required bond. If the protest is unsuccessful, the RTC will submit a claim for reimbursement of RTC administrative and agent costs.

IP 11.6 CONTENTS

A protest must be filed in writing and must include:

- (A) The name and address of the protestor.
- (B) The name and number of the Solicitation.
- (C) A detailed statement of the grounds for the protest, including all relevant facts, and the Federal or State law, RTC procurement procedure or specific term of the solicitation alleged to have been violated.
- (D) The desired relief, action, or ruling.
- (E) Protests should be submitted to:

Manager of Purchasing and Contracts Regional Transportation Commission of Southern Nevada 600 South Grand Central Parkway Las Vegas, Nevada 89106

All protests must be received at the RTC offices during normal business hours of 7:00 a.m. to 6:00 p.m. Pacific Time, Monday through Thursday.

IP 11.7 REVIEW OF PROTESTS BY THE RTC

11.7.1 Review Process

The RTC will notify the protestor as to the timely receipt of a protest and may, where appropriate, request additional information from the protestor within a time certain to be specified in the notice by the RTC. The RTC will also give notice to other Proposers in the Solicitation involved and may, in its discretion, permit any such party to submit information regarding the merits of the protest. The RTC may, in its discretion, hold a conference with the protestor to review the issues raised by the protest and may allow the protestor to submit a rebuttal regarding information submitted to another party.

11.7.2 Effect on Pending Action

Subject to paragraph 7.7.3 below, the RTC will defer the pending action or determination of the RTC, as posted in the agenda item that is the subject of the protest, until resolution of the protest. However, if the review of

the protest has been completed, the RTC may, in its discretion, both dispose of the protest and act on the agenda item at its next meeting.

11.7.3 Ability to Proceed

Notwithstanding the pendency of a protest, the RTC reserves the right to proceed with the appropriate next step or action in the procurement process, and to not defer or suspend an action, in the following circumstances:

- (1) Where the service to be procured is urgently required;
- (2) Where the RTC determines, in writing, that the protest is vexatious or frivolous;
- (3) Where delivery or performance will be unduly delayed or other undue harm will occur, by failure to proceed with the procurement;
- (4) Where the RTC determines that delay will adversely impact the overall procurement schedule for the Project;
- (5) Where the RTC determines that proceeding with the procurement is otherwise in the public interest.

IP 11.8 SUMMARY DISMISSAL

The RTC also reserves the right, by action of the RTC CEO, to summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by the RTC in a previous protest in the same solicitation or procurement action.

IP 11.9 BURDEN OF PROOF

The protester shall have the burden of proving the basis of its protest. The RTC may, in its sole discretion, discuss the protest with the protester and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

IP 11.10 DECISION ON PROTEST

(A) After review of a protest submitted under this Section, the RTC CEO shall make a recommendation to the RTC on the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences with the protestor, and the RTC's own investigation and analysis. The decision of the RTC shall be in writing and shall be the final and binding RTC action. Except in exceptional circumstances, the decision of the RTC will be rendered as

soon as possible, but no later than within thirty (30) days after the time deadline for filing the protest, or the date all relevant information is submitted.

(B) If the protest is upheld, the RTC will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, or revised evaluations. If the protest is denied, the RTC will lift any suspension imposed and proceed with the appropriate stage of the procurement process.

IP 11.11 APPEALS

A protestor adversely affected by a decision of the RTC may appeal such decision to the Eighth Judicial District Court of Nevada.

IP 11.12 PROTESTER'S PAYMENT OF COSTS

If a protest is denied, the Proposer filing the protest shall be liable for the RTC's costs reasonably incurred to defend against or resolve the protest, including attorney and consultant fees and costs, and any unavoidable damages sustained by the RTC as a consequence of the protest.

IP 11.13 RIGHTS AND OBLIGATIONS OF PROPOSERS

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold harmless the RTC and its officers, employees, agents, and consultants from and against all liabilities, fees and costs, including attorney and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

IP 11.14 FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation pursuant to the procedures provided in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of the RTC to have written protest procedures, the alleged failure of the RTC to review a protest or the alleged violation of federal law or regulation.

IP 12. Preparation of Bids

IP 12.1 Use of Bid Forms

Bidders are advised that the forms contained in this ITB and the NGEM webiste are required to be used for submission of a Bid.

IP 12.2 Alternate and Multiple Bids (Reserved)

IP 12.3 Bid Format Requirements

Bids shall be submitted electronically via the NGEM website.

Each Price Bid shall be on the prescribed Bid form(s) on the NGEM website, and shall be for the entire Contract, including all Bid items.

The Bidder is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked package and upload in NGEM as indicated. If there is no confidential information, then the Bidder should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of Bidder's Bid to this ITB. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such

The Bidder is advised that the RTC is a public agency and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this ITB. If a request is received by the RTC for the release of Bidder's proprietary/confidential information, then subject request will be referred to the Bidder for review and consideration. If Bidder chooses to declare the information proprietary/confidential and withhold it from release, then it shall defend and hold harmless the RTC from any legal action arising from such a declaration.

IP 12.4 RTC Treatment of Proprietary/Confidential Information

Access to government records is governed by the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the RTC's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the RTC may not be disclosed until the bid is recommended for award of a contract. Except as otherwise required to be disclosed by Nevada Public Records Law, the RTC will exempt from disclosure proprietary information identified as "Proprietary Confidential Information."

The RTC shall employ sound business practices no less diligent than those used for the RTC's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Bidders and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the Nevada Public Records Law against disclosure of such information and material to third parties, except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information—with such determinations to be made by the RTC at its sole discretion—bears appropriate notices relating to its confidential character.

IP 12.5 Signing of Bid Forms

Bids shall include firm name (and, in the event that the Bidder is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title, business address, telephone number, facsimile (fax) number and email address of the responsible individual(s) who may be contacted during the Bid evaluation period for scheduling oral presentations and for receiving notices from the RTC. The Bidder shall submit with its Bid a copy of the joint venture agreement.

Bids shall be submitted and signed electronically in the NGEM system by those individual(s) authorized to bind the Bidder. The Bidder shall submit evidence of the official's authority to act for and bind the Bidder in all matters relating to the Bid.(In the event that the Bidder is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Bid. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.)

IP 12.6 Modification or Withdrawal of Bids

A modification of a Bid already received will be accepted by the RTC only if the modification is received prior to the Bid Due Date. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Bid.

A Bidder may withdraw a Bid already received prior to the Bid Due Date by submitting to the RTC, in the same manner as the original Bid, a written request for withdrawal executed by the Bidder's authorized representative. After the Bid Due Date, a Bid may be withdrawn only if the RTC fails to award the Contract within the Bid validity period prescribed in "Duration of the Validity of Bids," or any agreed-upon extension thereof.

The withdrawal of a Bid does not prejudice the right of a Bidder to submit another Bid within the time set for receipt of Bids.

IP 12.7 Ownership and Cost of Bid Development

All Bids will become the property of the RTC.

This ITB does not commit the RTC to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Bid, nor to procure or contract for the equipment.

IP 13. Bid Evaluation, Negotiation and Selection

Bids will be evaluated, selected and any award made in accordance with the criteria and procedures described below.

IP 13.1 Confidentiality of Bids

Bids will be publicly opened. All Bids and evaluations will be kept strictly confidential throughout the evaluation and selection process, except as otherwise required by applicable law. Only the RTC officials, employees, and agents having a legitimate interest will be provided access to the Bids and evaluation results during this period.

IP 13.2 Duration of the Validity of Bids

Bids shall be valid for the period stated in "Section 1: Notice of Invitation to Bid." The RTC may request Bidders to extend the period of time specified herein by written agreement between the RTC and the Bidder(s) concerned.

IP 13.3 Review of Bids for Responsiveness and Bidders Responsibility

Each Bid will be reviewed to determine if the Bid is responsive to the submission requirements outlined in this ITB and if the Bidder is responsible.

A responsive Bid is one that follows the requirements of this ITB, includes all documentation, is submitted in the format outlined in this ITB, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Bid being deemed nonresponsive.

A responsible Bidder is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in the Solicitation. A Bidder's failure to demonstrate that it is responsible may result in the Bid being rejected.

Any Bid found to be nonresponsive or Bidder found to be non-responsible will not be considered further for award. Bids that do not comply with the ITB instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. The RTC reserves the right to request a Bidder to provide additional information and/or to clarify information. The RTC's determination regarding the responsiveness of a Bid and the responsibility of a Bidder shall be final.

IP 13.4 Bid Selection Process

The following describes the process by which Bids will be evaluated and a selection made for a potential award. Any such selection of a Bid shall be made by consideration of only the criteria set forth below.

"Bid Evaluation Criteria" contains all the evaluation criteria, and their relative order of importance, by which a Bid from a qualified Bidder will be considered for selection. An award, if made, will be to a responsible Bidder for a Bid that is found to be in the RTC's best interests, based on price and other evaluation criteria considered. The procedures to be followed for these evaluations are provided in "Evaluation Procedures," below.

Bid Evaluation Criteria

The following are several criteria by which Bids from responsible Bidders will be evaluated and to make any selection of a Bid for a potential award. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: price, conformance to specifications; qualifications; past performance; performance or deliver date; quality and utility of services, supplies materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract; the best interests of the public; and such other criteria as may be set forth by the RTC in the advertisement or Invitation to Bid, as applicable, that pertains to the contract. In addition, in determining the responsibility of the bidder, the RTC shall consider the possession of and limit on any required license of the bidder; and may consider the financial responsibility; experience; adequacy of the equipment; past performance; performance or deliver date and the ability of the bidder to perform the contract.

IP 13.5 Evaluation Procedures

Bids will be analyzed for conformance with the instructions and requirements of the ITB and Contract documents. Bids that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered. The RTC reserves the right to request that a Bidder provide any missing information and make corrections. Bidders are advised that the detailed evaluation forms and procedures will follow the same Bid format and organization specified in "Preparation of Bids." Therefore, Bidders should pay close attention to and strictly follow all instructions. Submittal of a Bid will signify that the Bidder has accepted the whole of the Contract documents. Any conditions, exceptions, reservations or understandings that do not result in the rejection of the Bid are subject to evaluation under the criteria set forth in "Bid Selection Process."

The RTC will choose the lowest, responsive and responsible Bid that it finds to be most advantageous to the RTC.

IP 13.6 Evaluations of Bids

1. **Qualification of responsible Bidders.** Bids will be evaluated to determine the responsibility of Bidders. A final determination of a Bidder's responsibility will be made upon the basis of initial information submitted in the Bid, any information submitted upon request by the RTC, and information resulting from RTC inquiry of Bidder's references and its own knowledge of the Bidder.

2. **Detailed evaluation of Bids.** The RTC will carry out and document its evaluations in accordance with the criteria and procedures set forth in "Bid Selection Process." Any Bid deficiencies that may render a Bid unacceptable will be documented. The RTC will make specific note of questions, issues, concerns and areas requiring clarification by Bidders and to be discussed in any meetings with Bidders.

Rankings of the Bids will then be made.

3. **Discussions with Apparent Lowest Responsive and Responsible Bidder.** The Bidder whose Bid is found by the RTC to be the apparent lowest responsive and responsible bid will be notified and any questions or requests for clarifications provided to them in writing. Each such Bidder may be invited for an interview and discussions with the RTC to discuss answers to written or oral questions, clarifications and any facet of its Bid.

No information, financial or otherwise, will be provided to any Bidder about any of the Bids from other Bidders, to the extent permitted by applicable law. Bidders will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable.

- 4. **Factory and site visits.** The RTC reserves the right to conduct factory visits of the Bidder's facilities and/or the facilities of major sub-suppliers included in the Bid.
- 5. **Debriefing.** Subsequent to the award, the unsuccessful Bidders will be notified and may request a debriefing. Bidders will be debriefed in accordance with RTC policies, including information regarding the shortcomings of their Bid.

IP 14. Response to Bids

IP 14.1 Single Bid Response

If only one Bid is received in response to this ITB and it is found by the RTC to be acceptable, then a price or cost analysis, or both, possibly including an audit, may be performed by or for the RTC. The Bidder has agreed to such analysis by submitting a Bid in response to this ITB.

IP 14.2 Availability of Funds

This procurement is subject to the availability of funding. The RTC intends to fund this program with FTA grant funding.

IP 14.3 RTC Contract Approval Process

This Bid will be evaluated by RTC staff evaluator(s) and/or the RTC governing body for responsiveness and responsibility and awarded to the lowest responsive and responsible Bidder on a total bid amount basis, contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the RTC. If there is more than one line item to the bid, Bidders must bid on all items to be considered responsive. If an item is offered at no charge to the RTC, Bidder should enter "0" or "NC" or "No Cost" to signify if awarded, the item will be provided at no cost to the RTC.

If project is federally funded, and options are requested and offered, the total bid amount will be defined as the total of the base bid amount, plus all option amounts, even if none of those options are exercised and only the base bid is awarded. If a price index is specified as a price adjustment allowance for options instead of a specific amount, a 1% price increase adjustment will be calculated into the total bid amount for any option(s).

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: price, conformance to specifications; qualifications; past performance; performance or deliver date; quality and utility of services, supplies materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract; the best interests of the public; and such other criteria as may be set forth by the RTC in the advertisement or Invitation to Bid, as applicable, that pertains to the contract. In addition, in determining the responsibility of the bidder, the RTC shall consider the possession of and limit on any required license of the bidder; and may consider the financial responsibility; experience; adequacy of the equipment; past performance; performance or deliver date and the ability of the bidder to perform the contract.

All provisions and conditions contained herein shall become part of any subsequent contract, notice of award and/or purchase order that is awarded from this ITB.

The RTC has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the Successful Bidder during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the RTC may re-award this contract if the Successful Bidder is found to be in breach of the contract. Re-awarding the contract by the RTC is not a waiver of any liability of the initial Bidder awarded the contract.

IP 14.4 RTC Rights

The RTC reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the RTC.

The RTC reserves the right to reject any or all Bids and to accept that Bid which, in its judgment, will be most advantageous to the RTC, considering price and other evaluation criteria. The RTC reserves the right to determine any specific Bid that is conditional or not prepared in accordance with the instructions and requirements of this ITB to be nonresponsive. The RTC reserves the right to waive any Defects, or minor informalities or irregularities in any Bid that do not materially affect the Bid or prejudice other Bidders.

If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Bids of all such Bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the RTC.

The RTC may reject a Bid that includes Deviations.

IP 14.5 Execution of Contract

The acceptance of a Bid for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to the Bidder whose Bid is accepted. Upon notice of award of the Contract to a Bidder, the Bidder shall commence performance under the Contract by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within 10 calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default" in Section 3

IP 15. Conflicts of Interests and Gratuities

Bidders are prohibited from engaging in any practice that may be considered a conflict of interest under existing RTC policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

IP 16. RTC-Specific Provisions – RESERVED

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SECTION 3: GENERAL CONDITIONS

GC 1. Definitions

The following are definitions of special terms used in this document:

RTC: Regional Transportation Commission of Southern Nevada (RTC)

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Bid: A complete and properly signed offer to the Work or produce, provide, and/or install the products(s) for the amount(s) set forth in the Bid Proposal that is submitted in accordance with the Invitation to Bid.

Bidder: A legal entity that makes a Bid.

Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

Class 2 Failure (road call): A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

Competitive Range: The range of Bids that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

Contract: The Bid and its acceptance by the RTC as manifested by the Contract documents specified in "Section 10: Contract."

Contracting Officer: The person who is executing this Contract on behalf of the RTC and who has complete and final authority except as limited herein.

Contractor: The successful Bidder who is awarded a Contract for providing all buses and equipment described in the Contract documents.

Days: Unless otherwise stated, "days" shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contractor adversely affects its performance.

Due Date: The date and time by which Bids must be received by the RTC as specified in "Section 1: Notice of Invitation to Bid."

Extended Warranty: A warranty available for purchase above the standard warranty.

Fatigue Failure (Corrosion Fatigue): The mechanical degradation of a material under the joint action of corrosion and cyclic loading.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Related Defect: Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation: An RTC's Invitation to Bid.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the RTC.

Supplier: Any manufacturer, company or RTC providing units, components or subassemblies for inclusion in the bus that are installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Subcontractor: Any manufacturer, company or RTC providing units, components or subassemblies for inclusion in the bus that are installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

GC 2. Materials and Workmanship

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

GC 3. Conformance with Specifications and Drawings

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

Omissions from the Contract specifications, or the inaccurate description of details of Work that are manifestly necessary to carry out the intent of the Contract specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted Work or inaccurately described details of the Work, and they shall be performed as if fully and correctly set forth and described.

GC 4. Inspection, Testing and Acceptance GC 4.1 General

The RTC'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 RTC Representative's inspection and approval in accordance with the approved Work products developed as a result of the Contract Documents.

The pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the procedures defined in "Section 8: Quality Assurance"; and they may be witnessed by the resident inspector. When a vehicle passes these tests and inspections, the resident inspector shall authorize release of the bus.

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

GC 4.2 Risk of Loss

The RTC shall assume risk of loss of the vehicle on delivery, as defined in "Vehicle Delivery." Prior to this delivery, the Contractor shall have risk of loss of the vehicle, including any damages sustained during the delivery regardless of the status of title or any payments related to the vehicle. Drivers shall keep a maintenance log en route, and it shall be delivered to the RTC with the vehicle. If the vehicle is released back to the Contractor for any reason, then the Contractor has the risk of loss upon such release.

GC 5. Title and Warranty of Title

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

Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear, unencumbered and fully marketable. This title shall be provided to the RTC by the contractor within sixty (60) days of receipt of payment for each vehicle by the RTC. Before delivery of each vehicle the contractor shall have the VIN Inspection performed at a Nevada authorized DMV location before arriving on property. VIN Inspection form shall be released to RTC upon delivery of each unit.

Location of DMV inspection stations in Las Vegas:

1399 American Pacific Dr. Henderson, NV 89074–8806	8a–5p M–F 8a–4p Sat.
8250 W. Flamingo Road Las Vegas, NV 89147–4111	8a–5p M–F 8a–4p Sat.
2701 E. Sahara Avenue Las Vegas, NV 89104–4170	8a–5p M–F 8a–4p Sat.
7170 N. Decatur Blvd. Las Vegas, NV 89131–2798	8a–5p M–F

All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Certificate of Title for each Vehicle shall be fully and properly executed and submitted to;

State of Nevada, Department of Motor Vehicles,

8250 West Flamingo Road Las Vegas, NV 89147 Attn: Fleet Dept. Phone: 702–486–8640

All costs for title fees shall be borne by the Contractor. Title to each Vehicle must be conveyed within sixty (60) days of acceptance to the:

Regional Transportation Commission of Southern Nevada 600 Grand Central Parkway, Suite 350 Las Vegas, Nevada 89106–4512

GC 6. Intellectual Property Warranty

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

The Contractor's obligations under this section are discharged and the RTC shall hold the Contractor harmless with respect to the equipment or part if it was specified by the RTC and all requests for substitutes were rejected, and the Contractor advised the RTC under "Questions, Clarifications and Omissions" of a potential infringement, in which case the Contractor shall be held harmless.

GC 7. Data Rights

GC 7.1 Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The RTC shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the RTC to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information, the RTC has the right to reverse engineer patented parts and software.

The RTC reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this

clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

GC 7.2 Access to Onboard Operational Data

The RTC grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable the Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the vehicle. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

GC 8. Changes

GC 8.1 Contractor Changes

Any proposed change in this Contract shall be submitted to the RTC for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

GC 8.2 RTC Changes

The RTC may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Bid for the Work to be performed. This Bid shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

GC 9. Legal Clauses

GC 9.1 Indemnification

GC 9.1.1 The Contractor shall, to the extent permitted by law:(1) protect, indemnify and save the RTC and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the RTC and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the RTC and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The RTC shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The RTC shall at the request of the Contractor

furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The RTC shall have the right to be represented therein by advisory council of its own selection at its own expense.

GC 9.1.2The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the RTC, its officers, employees, agents or consultants, including, without limitation, negligence in:(1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

GC 9.2 Suspension of Work

GC 9.2.1 The RTC may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

GC 9.2.2 The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the RTC.

GC 9.2.3 The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Bid for the suspension, delay or interruption.

GC 9.3 Excusable Delays/Force Majeure

GC 9.3.1 If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the RTC or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the RTC subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and

d. The Contractor makes written request and provides other information to the RTC as described in paragraph GC 9.3.4 below.

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

GC 9.3.2 None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

GC 9.3.3 The RTC reserves the right to rescind or shorten any extension previously granted, if subsequently the RTC determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the RTC will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information that, although later found to have been erroneous, was submitted in good faith by the Contractor.

GC 9.3.4 No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the RTC within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the RTC within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The RTC shall make its determination within thirty (30) calendar days after receipt of the application.

GC 9.4 Termination

GC 9.4.1. Termination for Convenience

The performance of Work under this Contract may be terminated by the RTC 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 RTC. 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:

- Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the RTC 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 RTC 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.
- 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.

- Transfer title to the RTC 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 RTC.
- 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 prices 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 RTC 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.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- 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 RTC 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 the RTC 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 "RTC" shall be substituted in lieu thereof.

GC 9.4.2. Termination for Default

The RTC 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 RTC 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 RTC 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 RTC shall be at the Contract price. The RTC 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 RTC 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, then 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 RTC.

GC 9.5 Compliance with Laws and Regulations

The Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the RTC and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

GC 9.6 Changes of Law

Changes of Law that become effective after the Bid due date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the RTC and the Contractor, and the final Contract price will be adjusted upward or downward to reflect such changes in Law. Such price adjustment may be audited, where required.

GC 9.7 Governing Law and Choice of Forum

This Contract shall be governed by the laws of the State of Nevada without regard to conflict of law rules. The Contractor consents to the jurisdiction of the identified state, County of Clark.

GC 9.8 Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or a mutually agreed-to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

- 1. **Notice of dispute**. All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
- 2. **Negotiation between Contracting Officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the people with direct responsibility for administration of this Contract. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in paragraph 1 above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any others who will accompany the executive in negotiations. Within 28

(twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

- 3. **CEO's decision.** Should the dispute not be resolved by negotiation between Contracting Officers, as provided in paragraph 2 above, the RTC's Contracting Officer from paragraph 2 above shall submit a written request for decision to the RTC's CEO along with all documentation and minutes from the negotiations. The RTC's CEO shall issue a written decision within 14 (fourteen) days of receipt of a request.
 - A. For disputes involving \$50,000 or less, the decision of the CEO shall be administratively final and conclusive. For disputes involving \$50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph 4 shall be overturned only if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the evidence or so grossly erroneous as to imply bad faith. For disputes greater than \$50,000, the decision of the CEO shall be administratively final and conclusive unless, within thirty (30) days from the date of delivery of the written decision, the Contractor appeals the decision in writing to the RTC's CEO or designee, who shall render a written decision within fourteen (14) days of delivery of such written appeal. Such decision by the CEO or his or her designee shall be administratively final and conclusive.
 - B. Within thirty (30) days of the issuance of any administratively final and conclusive decision under this paragraph, the Contractor shall notify the RTC in writing of the Contractor's agreement with the final decision. Failure to provide such written notice of agreement shall indicate an intent by the Contractor to litigate the claim.
 - C. Any dispute that is not resolved by the parties through the operation of the provisions of this paragraph, or any mutually agreed-upon alternative disputes resolution process pursuant to paragraph 4, may be submitted to any court in Nevada.
 - D. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of the RTC.
- 4. **Alternatives disputes resolution.** If agreed to by both parties, disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from paragraph 2 above, mediation or arbitration.
- 5. **Arbitration.** Disputes appealed to arbitration involving more than \$50,000 but less than \$250,000 shall be decided by a qualified and disinterested arbitrator, selected through the American Arbitration Association and mutually agreed to by both parties. The arbitrator shall conduct all proceedings in accordance with the rules of the American Arbitration Association and shall consider the Contract, equity, the prevailing law and established commercial practices in rendering a decision.

Disputes appealed to arbitration involving \$250,000 or more shall be decided by three (3) qualified and disinterested arbitrators selected through the American Arbitration Association. One arbitrator shall be selected by each of the parties, and the two selected arbitrators shall select a third arbitrator within ten (10) calendar days of their selection. The arbitrators shall conduct all proceedings in accordance with the rules of the American Arbitration Association and shall consider the Contract, equity, the prevailing law and established commercial practice in rendering a decision.

The decision of the arbitrators shall not be binding, and either party shall have the right to remedies provided by law.

GC 9.9 Maintenance of Records; Access by RTC; Right to Audit Records

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d) and 49 USC § 5325(a), provided that the RTC is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the RTC, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, State of Nevada or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

- 1. In the event of a sole-source Contract, single Bid, single responsive Bid, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that properly reflect all direct and indirect costs anticipated for the performance of the Contract.
- 2. For Contract modifications or change orders, the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the RTC shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

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

GC 9.10 Confidential Information

Access to government records is governed by NRS 239. Except as otherwise required by NRS 239, the RTC will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the Contract period. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Upon a request for records from a third party regarding the Contract, the RTC will notify the Contractor in writing. The Contractor must respond within five (5) days with the identification of any and all "proprietary, trade secret or confidential commercial or financial" information, and the Contractor shall indemnify the RTC's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

The RTC shall employ sound business practices no less diligent than those used for the RTC's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to NRS 239 against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the RTC at its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

GC 9.11 Conflicts of Interest, Gratuities

No member, officer, or employee of the RTC or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

GC 9.12 General Nondiscrimination Clause

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

GC 9.13 Amendment and Waiver

GC 9.13.1. Amendment

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the RTC and Contractor, and specifically referencing this Contract.

GC 9.13.2. Waiver

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

GC 9.14 Remedies Not Exclusive

The rights and remedies of the RTC provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

GC 9.15 Counterparts

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

GC 9.16 Severability

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, then such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

GC 9.17 Third-Party Beneficiaries

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

GC 9.18 Assignment of Contract

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

GC 9.19 Independent Parties

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the RTC.

GC 9.20 Survival

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

- "Intellectual Property Warranty"
- "Data Rights"
- "Indemnification"
- "Governing Law and Choice of Forum"
- "Disputes"
- "Confidential Information"
- "Parts Availability Guarantee"
- "Access to Records"
- "Training"

GC 10. RTC-Specific Provisions – RESERVED

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SECTION 4: SPECIAL PROVISIONS

SP 1. Inspection, Tests and Repairs SP 1.1 Pilot Vehicle

The Contractor shall produce one pilot vehicle for each type of vehicle with respect to the base order. This vehicle shall be one of the ultimate quantity of the base vehicle order. The pilot vehicle shall demonstrate that the vehicles fully meet all requirements of the Contract. The pilot vehicle shall be produced and delivered to the Agency for a minimum of thirty (30) days for the purpose of inspection and operation with the intent of confirming compliance with the technical specifications. In the event that noncompliance is identified, the Agency shall to the extent practicable notify the Contractor of said noncompliance. No later than seven (7) days after the end of the 30-day test, the Agency shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles

In the event that the pilot vehicle does not initially comply with all performance criteria contained in the Technical Specifications, the RTC shall have the right to retain a portion of any progress payment that may have been established for the pilot vehicle. The amount to be withheld shall be based on the lack of compliance and may equal up to the entire progress payment amount for the pilot vehicle. This amount shall be withheld until compliance is demonstrated. In the event that the compliance is subsequently determined to be impossible to achieve, the RTC may require all or a portion of the progress payment for the pilot vehicle to be forfeited as a penalty for the noncompliance. The amount of the penalty shall be negotiated by the parties.

SP 1.2 Configuration and Performance Approval

In order to assess the Contractor's compliance with the Technical Specifications, the RTC and the Contractor shall, at the Pre-Production Meeting, jointly develop a configuration and performance review document for review of the pilot vehicle. 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.

SP 1.3 First Article Inspection – Production

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.

Where required by the Contract documents or requested by the RTC, 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 RTC prior to each first article inspection a written inspection and demonstration plan for each item for review. The RTC's inspectors will attend each first article inspection unless the RTC provides a written waiver of its right to attend any such inspection. The results of each first article inspection shall be documented by the Contractor in a format deemed acceptable by the RTC, and all documents relating to the inspection shall be forwarded to the RTC.

SP 1.4 Post-Delivery Tests

The RTC will conduct acceptance tests on each delivered vehicle. These tests shall be completed within fifteen (15) days after vehicle delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify Defects that have become apparent between the time of vehicle release and delivery to the RTC. The post-delivery tests shall include visual inspection and vehicle operations. No post-delivery test shall apply criteria that are different from the criteria applied in an analogous pre-delivery test (if

any). Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The RTC shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each vehicle according to "Inspection, Testing and Acceptance" after completion of the tests. The Defects detected during these tests shall be repaired according to the procedures defined in "Repairs after Non-Acceptance."

SP 1.5 Repairs after Non-Acceptance

The Contractor, or its designated representative, shall perform the repairs after non-acceptance. If the Contractor fails or refuses to begin the repairs within five (5) days, then the Work may be done by the RTC's personnel with reimbursement by the Contractor.

SP 1.6 Repair Performance SP 1.6.1 Repairs by Contractor

After non-acceptance of the vehicle, the Contractor must begin Work within five (5) working days after receiving notification from the RTC of failure of acceptance tests. The RTC shall make the vehicle available to complete repairs timely with the Contractor repair schedule.

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

SP 1.6.2 Repairs by the RTC

The RTC will not take responsibility to correct Defects, except to replace defective parts as instructed by the Contractor.

1. **Parts used.** If the RTC performs the repairs after non-acceptance of the bus, it shall correct or repair the Defect and any Related Defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the RTC to the Contractor for reimbursement or

Issued July 6, 2021

- replacement of parts monthly, or at a period to be mutually agreed upon. The Contractor shall provide forms for these reports.
- 2. **Contractor-supplied parts.** If the Contractor supplies parts for repairs being performed by the RTC after non-acceptance of the vehicle, these parts shall be shipped prepaid to the RTC.
- 3. **Return of defective components.** The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total costs for this action shall be paid by the Contractor.
- 4. **Reimbursement for labor.** The RTC shall be reimbursed by the Contractor for labor. The amount has been determined by the RTC at an established rate of \$115.00 per hour for a qualified, plus the cost of towing in the bus, if such action was necessary.
- 5. **Reimbursement for parts.** The RTC shall be reimbursed by the Contractor for defective parts that must be replaced to correct the Defect. The reimbursement shall include taxes where applicable and fifteen (15) percent handling costs.

SP 2. Deliveries

SP 2.1 Vehicle Delivery

Delivery of vehicles shall be determined by signed receipt of the RTC's designated agent(s), Rudy Long, RTC Fleet Administration Supervisor, at the following point(s) of delivery and may be preceded by a cursory inspection of the vehicle: Integrated Bus Maintenance Facility, 2651 North Simmons Ave., North Las Vegas, Nevada 89030.

SP 2.2 Delivery Schedule

The pilot vehicle shall be delivered the second week of July, 2022. The rate of delivery shall not exceed five (5) vehicles per week. Delivery shall be completed within 16 weeks after delivery of the pilot vehicle. Hours of delivery shall be 0800-1400 on the following days of the week: Monday – Friday.

SP 2.3 Contract Deliverables

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 "Section 6: Technical Specifications." Due dates shown note the last acceptable date for receipt of Contract deliverables. The RTC will consider early receipt of Contract deliverables on a case-by-case basis. The reference section designates the appropriate specification section(s) where the requirement is referenced. All contract deliverables shall have a final copy submitted electronically.

TABLE 1Contract Deliverables

	Deliverable	RTC Action	Reference Section	Due Date	Format	Quantity Due
1.	Vehicle Testing— Altoona Test Report	Review		Prior to pilot vehicle delivery	Hardcopy	1
2.	List of serialized units installed on each vehicle	Review		With each delivered vehicle	Electronic media	1 per vehicle
3.	Copy of Manufacturers' formal Quality Assurance Program	Review		Pre-award site visit	Hardcopy	1

TABLE 1Contract Deliverables

	Deliverable	RTC Action	Reference Section	Due Date	Format	Quantity Due
4.	QA manufacturing certificate	Review		With each delivered vehicle	Hardcopy	1 per vehicle
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 Vehicle Documentation Package	Review		With each delivered vehicle	Hardcopy	1 per vehicle
7.	Motor Vehicle Pollution Requirements Certificate	Review		With each vehicle	Hardcopy	1
8.	Engine Emissions Certificate— NOx levels	Review		Prior to completion of pilot vehicle	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 vehicle delivery if drive-away service is used	Hardcopy	1 per vehicle
11.	Title documentation	Review		10 days prior to vehicle delivery	Hardcopy	1 per vehicle
12	Insurance certificates	Approval		Before Work commences	Hardcopy	1
13.	Engineering support	Review		During Pre-Production Meeting	Contracts	1
14.	Final parts manuals	Approval		90 days after RTC written approval	Hardcopy	10/100 vehicles
					Electronic media	20
15.	Crashworthiness	Review		Pre-award audit	Certificate	1
16.	Technical review of electronic functionality	Approval		Prior to production	Hardcopy	1
17.	Interior security camera layout	Approval		Prior to pilot vehicle completion	Copies of interior views	1 each
18.	Technical review of power plant			Prior to production		
19.	Power plant certifications	Review		Prior to pilot vehicle completion	Hardcopy	1 each
20.	Graphics layout	Approval		Prior to production	Hardcopy	1
21.	Resolution of issues "subject to RTC approval"	Approval		Prior to production	Hardcopy	1

SP 3. Options and Option Pricing

The Contractor hereby grants the RTC and any permissible assignee options ("Options") to purchase up to up to two hundred seventy five (275) Low Floor, Twenty Seven Foot (27') Compressed Natural Gas (CNG) Cutaway Paratransit Vehicles and associated goods and services such as spare parts and manuals.

The Options shall be valid for a period of five years from the effective date of the Contract. There shall be no minimum order quantity for any permissible assignee. Subject to the RTC's right to order modifications, the

Option Vehicles shall have the same specifications as the vehicles purchased under this Contract. The RTC may exercise the Options by written notice to the Contractor ("Notice of Exercise of Option") at any time on or before **five years** following the effective date of the Contract ("Option Date").

FOR THE FIRST OPTION YEAR:

The price of the Option Vehicles shall be the unit price of the base order vehicles, ("Base Order Price") adjusted by multiplying the base order price by the following fraction:

Latest Published Index Number Prior to Notice of Exercise of Option / Index Number on Effective Date of the Contract

FOR THE SUBSEQUENT OPTION YEARS:

The price of the Option Vehicles shall be the unit price of the last completed vehicle order, ("Option Order Price") adjusted by multiplying the option order price by the following fraction:

Latest Published Preliminary Index Number Prior to Notice of Exercise of Option / Index Number on Effective Date of the last approved option

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series ID. WPU1413, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

Within thirty (30) days after delivery of the Notice of Exercise of Option to the Contractor, the Contractor shall submit a proposed delivery schedule. Along with the proposed delivery schedule, the Contractor will provide the RTC with access to its production schedule for the purpose of the parties verifying available production capacity. The production schedule shall include a reasonable time for mobilization and for coordinating with other vehicle orders, and it shall be based upon a production rate at least equal to the production rate actually realized with respect to the base order vehicles. If the parties are unable to agree on a production schedule, then the maximum term for the production of the Option Vehicles shall not exceed a total of 6 months after the date of Notice to Proceed with Option Vehicle production. The RTC or any permissible assignee may issue a Notice to Proceed at any time after the Contractor submits its proposed delivery schedule. The Contractor shall not commence production of the Option Vehicles prior to issuance of the Notice to Proceed by the RTC or any permissible assignee of the RTC for the Option Vehicles incorporating the agreed production delivery schedule or the 6-month maximum term.

Except as otherwise specially provided in this Contract, all other terms of the Contract shall apply to the Option Vehicles.

SP 4. Assignability of Options

If the RTC does not exercise the option(s) as listed in "Options and Option Pricing," then the RTC reserves the right to assign the option(s) to other grantees of FTA funds in accordance with FTA Circular 4220.1F or its successors.

SP 5. Payment

The RTC shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor, equipment and material required; overhead; expenses; storage and shipping; risks and obligations; taxes (as applicable); fees and profit; and any unforeseen costs.

SP 5.1 Payment Terms

Payment Upon Delivery and Acceptance

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with "Liquidated Damages for Late Delivery of the Vehicle."

The RTC shall make payments for vehicles at the unit prices itemized in the price schedule within 30 calendar days after the delivery and acceptance of each vehicle and receipt of a proper invoice.

The RTC shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within 30calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

The RTC shall make a final payment for all withholding within 30 calendar days of receipt of a final proper invoice and the following:

- 1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
- 2. Contractor provision of any certifications as required by law and/or regulations.
- 3. Completion of post-delivery audits required under the Contract.

The Contractor may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate not to exceed the prime rate of interest published by The Wall Street Journal on the 10th day.

SP 5.2 Performance Guarantee - RESERVED

SP 5.3 Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Bid Due Date. The Contractor will maintain auditable records, subject to the RTC reviews, confirming that tax payments are current at all times.

SP 6. Liquidated Damages for Late Delivery of the Vehicle

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the vehicles within the time specified in "Delivery Schedule," except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, the RTC will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the RTC shall be fixed at \$100.00 per calendar day per vehicle not delivered in substantially good condition as inspected by the RTC at the time released for shipment.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the RTC and further authorizes the RTC to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the RTC the difference or the

entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the RTC arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

SP 7. Service and Parts

SP 7.1 Contractor Service and Parts Support

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting the RTC, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the vehicles to be supplied. The Contractor also shall state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

SP 7.2 Documentation

The Contractor shall provide the following documentation:

As built manuals shall be submitted with bid.

Proper documentation clearly defining the operation and maintenance of the units shall be furnished by the Contractor. This documentation shall include, but not be limited to, the following items for base and option orders.

All manuals shall be provided in Electronic form on USB external drive(s), and shall be properly identified with the manufacturer's name and the model and serial numbers of the equipment, etc. with the exception of Operator's Manual, which shall be in book form.

The electronic and paper manuals shall be supplied in the following quantities for base and each option order:

10 ea.	Chassis Operator's and Maintenance Manual
1 ea.	As-built wiring diagrams and chassis electrical schematics
1 ea.	Body and Body Subcomponent Manufacturer Parts Manuals
1 ea.	HELMS manual
1 ea.	CNG plumbing, Electrical schematics, maintenance and Parts Manuals
1 ea.	HVAC plumbing, Electrical schematics maintenance and Parts Manuals
1ea.	Kidde Fire Suppression and Methane maintenance, operators and parts manuals, electrical schematics, and certification
1 ea.	Recommended Spare Parts Listings for vehicle and all subcomponents
1 ea.	Emergency Responder guide. See Attachment (B)

1 ea. Warranty form Attachment (C)

1 ea. Hanover Eric Headsign Users Manual

1 ea. Hanover LED destination display manual (latest version)

1 ea. Helen v3.3 display-editing Software – operating manual v10 or newer

SP 7.3 Parts Availability Guarantee

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the vehicles supplied under this Contract for a period of at least twelve (12) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

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

Where the Contractor fails to honor this parts guarantee or parts ordered by the RTC are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to the RTC, within seven (7) days of the RTC's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the RTC. The Contractor's design and manufacturing documentation provided to the RTC shall be for its sole use in regard to the vehicles procured under this Contract and for no other purpose.

SP 7.4 RTC-Furnished Property

In the event that equipment or other goods or materials are specified in the Technical Specifications to be furnished by the RTC to the Contractor for incorporation in the Work, the following provisions shall apply:

The RTC shall furnish the equipment, goods or materials in a timely manner so as not to delay Contract delivery or performance dates. If RTC-furnished property is received in a condition not suitable for the intended use, then the Contractor shall promptly notify the RTC, detailing the facts, and at the RTC's expense repair, modify, return or take such other action as directed by the RTC. The parties may conduct a joint inspection of the property before the Contractor takes possession to document its condition.

The RTC retains title to all RTC-furnished property. Upon receipt of the RTC-furnished property, the Contractor assumes the charge and care of the property and bears the risk of loss or damage due to action of the elements or from any other cause. The Contractor shall provide appropriate protection for all such property during the progress of the Work. Should any RTC-furnished equipment or materials be damaged, such property shall be repaired or replaced at the Contractor's expense to the satisfaction of the RTC. No extension of time will be allowed for repair or replacement of such damaged items. Should the Contractor not

repair or replace such damaged items, the RTC shall have the right to take corrective measures itself and deduct the cost from any sums owed to the Contractor.

Warranty administration and enforcement for RTC-furnished equipment are the responsibility of the RTC, unless the parties agree to transfer warranty responsibility to the Contractor.

SP 8. Federal Motor Vehicle Safety Standards (FMVSS)

The Contractor shall submit one (1) manufacturer's FMVSS self-certification, Federal Motor Vehicles Safety Standards, that the vehicle complies with relevant FMVSS or two manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.

SP 9. Insurance

- 1. Format/Time: The Company shall provide RTC with Certificates of Insurance, in strict accordance with the "SAMPLE RFP Professional Services Insurance Certificate" found on the RTC Purchasing & Contracts webpage at http://www.rtcsnv.com/about-the-rtc/doing-business-with-the-rtc/ for coverages as listed below, and attach separate endorsements affecting coverage required by this Contract within seven calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer. The insurer must be licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.
- 2. Best Key Rating: The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher.
- 3. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on auto liability, workers' compensation and professional liability insurance coverages. The Company's' insurance shall be primary as respects the RTC, its officers and employees.
- 4. Endorsement/Cancellation: The Company's' general liability insurance policy(ies) shall be endorsed to recognize specifically the Company's' contractual obligation of additional insured to RTC.
- 5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000, unless listed as an exception with the bid or proposal and approved in writing by the RTC.
- 6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.
- 7. Commercial General Liability: Subject to Paragraph 6 of this section, the Company shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent.

- 8. Automobile Liability: Subject to Paragraph 6 of this section, the Company shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and **any auto** used for the performance of services under this Contract. As an alternative to the specified auto coverage, the RTC will accept all owned, hired and non-owned or symbols 2, 8 and 9.
- 9. Workers' Compensation and Employers' Liability: The Company shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Company that is a sole proprietor shall be required to submit an affidavit (sample on the RTC Purchasing & Contracts website at http://www.rtcsnv.com/about-the-rtc/doing-business-with-the-rtc/) indicating that the Company has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.
- 10. The Supplier shall provide Employers' Liability covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The coverages required are as follows: Non-Project specific, occurrence basis, \$1,000,000 bodily injury by accident, \$1,000,000 bodily injury by disease, and \$1,000,000 policy limited.
- 11. Professional Liability: The Company shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the RTC.
- 12. Failure To Maintain Coverage: If the Company fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Company to stop the work, declare the Company in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Company or deduct the amount paid from any sums due the Company under this Contract.
- 13. Additional Insurance: The Company is encouraged to purchase any such additional insurance as it deems necessary.
- 14. Damages: The Company is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Company its subcontractors or anyone employed, directed or supervised by Company.
- 15. Cost: The Company shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- 16. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the RTC's third party insurance compliance tracking service provider, Insurance Tracking Services, Inc.

CONTRACT NO. 21-058
EXHIBIT C
27-FOOT CNG LOW FLOOR PARATRANSIT CHTAWAY KEN CENTER 1-058
27-FOOT CNG LOW FLOOR PARATRANSIT

CUTAWAY VEHICLES Issued July 6, 2021

certcontrol@instracking.com, with a courtesy copy to the Designated Purchasing Contact.

17. Insurance Form Instructions: The following information must be filled in by the Company s' Insurance Company representative:

Insurance Broker's name, complete address, telephone and fax numbers

Company's name, complete address, telephone and fax numbers

Commercial General Liability (per occurrence)

Deductible

Policy Number

Policy Effective Date

Policy Expiration Date

General Aggregate (\$2,000,000)

Products-Completed Operations Aggregate (\$2,000,000)

Personal & Advertising Injury (\$1,000,000)

Each Occurrence (\$1,000,000)

Fire Damage (\$50,000)

Medical Expenses (\$5,000)

Automobile Liability (per occurrence and any Auto or All Owned, Non-Owned and Hired or symbols 2, 8 and 9)

Deductible

Policy Number

Policy Effective Date

Policy Expiration Date

Combined Single Limit (\$1,000,000)

Worker's Compensation and Employer's Liability

Deductible

Policy Number

Policy Effective Date

Policy Expiration Date

WC Statutory Limits

Employer's Liability Each Accident (\$1,000,000)

Employer's Liability Disease – Each Employee (\$1,000,000)

Employer's Liability Disease – Policy Limit (\$1,000,000)

Professional Liability

Deductible

Policy Number

Policy Effective Date

Policy Expiration Date

Limit

Description: **Contract No.** and **Project Title** must be identified on the initial insurance form and each renewal form.

Certificate Holder:

Regional Transportation Commission of Southern Nevada, its officers, employees and agents c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801-0198

The Certificate Holder, Regional Transportation Commission of Southern Nevada, its officers, employees and agents must be named as an additional insured.

SP 10. Software Escrow Account - RESERVED

SP 11. Sustainability

The RTC recognizes that being sustainable (environmentally, economically and socially responsible) involves everyone, both internal and external to the RTC. The RTC expects its Contractors to have their own sustainability policies and programs in place and to provide services in line with the principles established therein. Implementation of sustainable practices may include maximizing the use of environmentally and socially responsible materials and services, utilizing energy-efficient and non-polluting vehicles, equipment and processes, and ensuring employee awareness of sustainability initiatives.

The RTC has a sustainability policy that includes the responsibility to make sure all of its Contractors are informed of this policy. The Contractor will provide the RTC with a statement indicating that responsible parties have read and understand the RTC's sustainability policies and that it agrees to use reasonable efforts to conduct its work and operations in a manner that is consistent with them. In addition the Contractor will provide the RTC with a copy of its corporate sustainability policy.

SP 12. RTC Critical Technical Specification Items - RESERVED

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CONTRACT NO. 21-058
EXHIBIT C
27-FOOT CNG LOW FLOOR PARATRANSIT CHTAWAY VEHICLES
27-FOOT CNG LOW FLOOR PARATRANSIT
CUTAWAY VEHICLES
Issued July 6, 2021

SECTION 5: FEDERAL CLAUSES

Issued JEHY 15, 12024
SECTION 5: Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

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

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C.

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age, and prohibits discrimination in employment or business opportunity. 27-FOOT CNG LOW FLOOR PARATRANSIT 6UTAWAY VEHICLES Issued July 6, 2021

- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Équal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- 4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seg.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to

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INVITATEONITRARED NO. 21:058 27-FOOT CNG LOW FLOOR PARATRANSIT

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE 27-FOOT CNG LOW FLOOR PARATRANSIT 6UTAWAY VEHICLES 2004

Issued July 6, 2021
Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

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Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contract obtains the Agency's written consent, and that, unless the Agency's consent is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(i) (1)

INVITATEONITRARED NO. 21:058

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

- a) Definitions. As used in this clause-
- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established

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- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

INVITATEONITRARED NO. 21:058 27-FOOT CNG LOW FLOOR PARATRANSIT

NO GOVERNMENT OBLIGATION TO THIRD PARTIES 27-FOOT CNG LOW FLOOR PARATRANSIT GUTAWAY VEHICLES

Issued July 6, 2021
The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.'

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized;
- (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance,
- (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

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27-FOOT CNG LOW FLOOR PARATRANSIT EUTAWAY VEHICLES
Issued July 6, 2021

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor

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INVITATION FRAUD NO. 21-058

was not in default, or that the delay was excusable, the rights and obligations of the parties will be to the convenience of Agency.

27-FOOT CNG LOW FLOOR PARATRANSIT EUTAWAY VEHICLES
Issued July 6, 2021

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

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

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation.

Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it 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 or damage.

Remedies

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

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Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in ascillation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing any breach thereunder, except as may be specifically agreed in writing.

SECTION 6: TECHNICAL SPECIFICATIONS
SEE NGEM ATTACHMENT

SECTION 7: WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 2. Warranty will go into effect based on the date of in-service of each Vehicle. All warranty shall be administered and performed by the Contractor unless authorized otherwise by the RTC.

WR 2.1 Warranty Requirements

WR 3. Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement the Contractor warrants that it will comply with the general and specific terms and requirements of the RTC's Specifications for Paratransit Vehicles, with respect to providing the RTC with Paratransit Vehicles, specific subsystems, components and replacement parts of the quality design, materials and construction specified in the Technical Specifications as follows.

WR 3.1 Contractor Warranty

Warranty will go into effect based on the date of acceptance on each Vehicle, that date shall be the date that the Vehicle is found acceptable for revenue service.

The Contractor shall ensure in its procurement arrangements that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, and subcontractors. Any inconsistency or difference between the warranties extended to the RTC by the Contractor and those extended to the Contractor by its suppliers, vendors, and subcontractors, shall be at the risk and expense of the Contractor. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under the Contract Documents.

Any extended damage or failure sustained as a result of a failed warranty component shall be repaired or replaced as the responsibility of the contractor.

If the RTC or its representative detects a defect within the warranty periods defined, it shall promptly notify the successful Supplier's representative. Within five (5) working days after receipt of notification, the Contractor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative. The contractor must respond within five (5) working days as to the assessment. The component may be removed and examined at the RTC property or at the Contractor's plant. The RTC and Contractor shall mutually agree upon whether the defect is one covered by the warranty, if no agreement is obtained within the five day period, the RTC reserves the right to commence the repair. Work necessary to affect the repairs shall commence within ten (10) working days after receipt of notification by the Contractor. Any extended damage or failure sustained as a result of a failed warranty component shall be repaired or replaced as the responsibility of the contractor.

The Contractor warrants that whenever any change is required to strengthen or correct a defect or deficiency of the Vehicles, this correction would be made for all of the Vehicles where said defect or deficiency exists at the Contractor's expense.

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original RTC each complete vehicle and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

WR 3.1.1 Complete Vehicle

The complete vehicle, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for one year, unlimited miles, and beginning on the date of acceptance. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the RTC's locale.

WR 3.1.2 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects as defined in section **WR 3.1.5**.

Primary load-carrying members of the vehicle structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of 12 years or 500,000 miles, whichever comes first.

WR 3.1.3 Propulsion System

WR 3.1.4 Propulsion system components, including the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects as established in Attachment (C). Emission Control System (ECS).

The Contractor warrants the emission control system as established in Attachment (C). The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- after treatment device (if required)
- components identified as emission control devices

WR 3.1.5 Subsystems

Subsystems and components shall be warranted to be free from Defects and Related Defects for the time and mileage established in Attachment (C) or manufacturer's warranty whichever is greater.

(Manufacturer's Standard Warranties)

- Engine
- Transmission
- Drive Axle
- Brake System (excluding friction material)
- Basic Body Structure *
- Paint and Finish
- Air Conditioning System
- Air Conditioning Compressor
- The Basic Body Structure contains the basic body (floor, sides, roof, front and rear) and the under structure. If Basic Body Structure, (floor, all sides, roof and under structure) fails or shows indication

of imminent failure the RTC shall notify the Contractor of said defect. The Contractor within ten (10) calendar days shall inform the RTC on how the Contractor will repair the Vehicle. Repair of basic body structure failures will be the responsibility of the Contractor. Within 15 calendar days, the Contractor shall begin the repair of the reported basic body structure defects. If the Vehicle with the reported body structure defects is out of service for thirty (30) or more calendar days because of the reported defects, the RTC will assess as liquidated damages one hundred (\$100.00) dollars per calendar day per Vehicle against the Contractor beginning on the thirtieth (30th) day and continuing until the structural defect is repaired.

WR 3.1.6 Extended Warranty – RESERVED

WR 3.1.7 Serial Numbers

Upon delivery of each vehicle, the Contractor shall provide a complete electronic list of serialized units installed on each vehicle to facilitate warranty tracking. The list shall include, but is not limited to the following:

- engine
- transmission
- alternator
- starter
- A/C compressor and condenser/evaporator unit
- drive axle
- power steering unit
- fuel cylinders (if applicable)
- air compressor
- wheelchair ramp (if applicable)

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the RTC prior to delivery of the first production vehicle.

WR 3.1.8 Extension of Warranty

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

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the RTC or authorized representative, with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original or full warranty of the new component, whichever is greater.

WR 3.2 Voiding of Warranty

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

documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

WR 3.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the RTC

Should the RTC require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the RTC. This product will not be eligible under "Fleet Defects," below.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

WR 3.3.1 Pass-Through Warranty

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-suppliers, or to others, the Contractor shall request this waiver.

Contractor shall state in writing that the RTC's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the RTC to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the RTC. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

The Contractor shall be responsible for payment to OEM authorized warranty facilities when repairs are required to components or major subsystems for which the RTC and the Contractor have not reached an agreement. This payment is due and payable by Contractor within 30 days of presentation of invoice. This provision shall be utilized to facilitate minimum impact to fleet availability until such time as both parties achieve an agreement. The Contractor shall provide payment to OEM authorized facility within 30 days after receipt of notification of competed repairs.

WR 3.3.2 Superior Warranty

The Contractor shall pass on to the RTC any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the RTC noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

WR 3.4 Fleet Defects

WR 3.4.1 Occurrence and Remedy

A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application where such items are covered by warranty. The corrective action for a fleet defect shall be warranted for the unexpired warranty time remaining, or full warranty of the new component, whichever is greater. This extended warranty shall start when the defect is corrected on each Vehicle, on a Vehicle—by—Vehicle basis. When a Fleet Defect is declared, the remaining warranty on that item/component

stops. The warranty period does not restart until the Fleet Defect is corrected on a Vehicle-by-Vehicle basis. Any extended damage or failure sustained as a result of a failed fleet defect component shall be repaired or replaced as the responsibility of the contractor.

For the purpose of Fleet Defects, each option order shall be treated as a separate vehicle fleet. In addition, should there be a change in a major component within either the base order or an option order, the vehicles containing the new major component shall become a separate vehicle fleet for the purposes of Fleet Defects.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After correcting the Defect, the RTC and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other vehicles and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all the vehicles in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The RTC may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

WR 3.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to RTC-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, Fleet Defects shall not apply to interior and exterior finishes, hoses, fittings and fabric.

WR 4. Repair Procedures

WR 4.1 Repair Performance

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

WR 4.2 Repairs by the Contractor

If the RTC detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the RTC. The RTC shall make the vehicle available to complete repairs timely with the Contractor's repair schedule.

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

WR 4.3 Repairs by the RTC

WR 4.3.1 Parts Used

If the RTC performs the warranty-covered repairs, then it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the RTC may use Contractor-specified parts available from its own stock if deemed in its best interests.

WR 4.3.2 Contractor-Supplied Parts

The RTC may require that the Contractor supply parts for warranty-covered repairs being performed by the RTC. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the RTC from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an RTC handling charge.

WR 4.3.3 Defective Component Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

WR 4.3.4 Failure Analysis

The Contractor shall, upon specific request of the RTC, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from vehicles under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

WR 4.3.5 Reimbursement for Labor and Other Related Costs

The RTC shall be reimbursed by the Contractor for labor. The amount shall be determined by a Standard Repair Time Manual required to correct the defect at the RTC's established rate of \$115.00 per hour. It is RTC's desire to have all warranty work completed by the contractor and not its Service Provider. The Agency shall be reimbursed by the Contractor for the cost of towing the bus if such action was necessary and if the bus was in the normal service area.

WR 4.3.6 Reimbursement for Parts

The RTC shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs shall not be paid if parts are supplied by the Contractor and shipped to the RTC. The successful Contractor shall deliver all warranty parts orders to the RTC or authorized representative, "F.O.B. Destination," freight included. Expedited "rush" orders placed by the RTC for a "Vehicle down," shall require the Contractor to prepay the costs for expedited delivery. Requests for exceptions to the delivery requirements stated above must be approved by the RTC.

WR 4.3.7 Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the RTC submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The RTC may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 4.4 Warranty after Replacement/Repairs

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

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each vehicle if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the RTC.

WR 4.4.1 Warranty Processing Procedures

The following list represents requirements by the Contractor to the RTC for processing warranty claims. One failure per vehicle per claim is allowed.

- vehicle number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

WR 4.5 Forms

The RTC's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and the RTC.

WR 4.6 Return of Parts

When returning defective parts to the Contractor, the RTC shall tag each part with the following:

- vehicle number and VIN
- claim number
- part number
- serial number (if available)

WR 4.7 Timeframe

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

WR 4.8 Reimbursements

Reimbursements are to be transmitted to the following address:

Regional Transportation Commission of Southern Nevada 600 S. Grand Central Pkwy., Suite 350 Las Vegas, NV 89106-4512

WR 4.9 RTC-Specific Provisions - RESERVED

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SECTION 8: QUALITY ASSURANCE

QA 1. Contractor's In-Plant Quality Assurance Requirements

QA 1.1 Quality Assurance Organization

QA 1.1.1 Organization Establishment

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

QA 1.1.2 Control

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

QA 1.1.3 Authority and Responsibility

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

QA 1.2 Quality Assurance Organization Functions

QA 1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

- **Work instructions:** The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- **Records maintenance:** The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit vehicles. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

QA 1.2.2 Basic Standards and Facilities

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

- Configuration control: The Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings, procedures and documentation.
- Measuring and testing facilities: The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- **Production tooling as media of inspection:** When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall be proved for

accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.

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

QA 1.2.3 Maintenance of Control

The Contractor shall maintain quality control of purchases:

- Supplier control: The Contractor shall require each Supplier to maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
- **Purchasing data:** The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit vehicles.

QA 1.2.4 Manufacturing Control

- **Controlled conditions:** The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- **Completed items:** A system for final inspection and test of completed transit vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.
- **Nonconforming materials:** The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.
- **Statistical techniques:** Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
- **Inspection status:** A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit vehicles. Identification may include cards, tags or other normal quality control devices.

QA 1.2.5 Inspection System

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

- **Inspection personnel:** Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified vehicle design.
- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles

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

• **Quality assurance audits:** The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

QA 2. Inspection

QA 2.1 Inspection Stations

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

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, vehicle prior to final paint touchup, vehicle prior to road test and vehicle final road test completion.

QA 2.2 Resident Inspectors

QA 2.2.1 Resident Inspector's Role

The RTC shall be represented at the Contractor's plant by resident inspectors, as required by FTA. Resident inspectors may be RTC employees or outside contractors. The RTC shall provide the identity of each inspector and shall also identify his or her level of authority in writing. They shall monitor, in the Contractor's plant, the manufacture of transit vehicles built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all the requirements of this procurement. The RTC shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings," "Authority" and "Pre-Delivery Tests," below. Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this section.

QA 2.2.2 Pre-Production Meetings

The primary resident inspector may participate in design review and Pre-Production Meetings with the RTC. At these meetings, the configuration of the vehicles and the manufacturing processes shall be finalized, and all Contract documentation provided to the inspector.

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

QA 2.2.3 Authority

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

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

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

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

QA 2.2.4 Support Provisions

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs.

QA 2.2.5 Compliance with Safety Requirements

At the time of the Pre-Production Meeting, the Contractor shall provide all safety and other operational restrictions that govern the Contractor's facilities. These issues will be discussed and the parties will agree which rules/restrictions will govern the RTC's inspector(s) and any other RTC representatives during the course of the Contract.

QA 3. Acceptance Tests

QA 3.1 Responsibility

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

QA 3.2 Pre-Delivery Tests

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

Additional tests may be conducted at the Contractor's discretion to ensure that the completed vehicles have attained the required quality and have met the requirements in "Section 6: Technical Specifications." The RTC may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the vehicle.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days' notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each vehicle. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or vehicle hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect vehicle roofs. Delivery of each vehicle shall require written authorization of the primary resident inspector. Authorization forms for the release of each vehicle for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each vehicle.

QA 3.2.1 Visual and Measured Inspections

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing includes verification of overall dimension and weight requirements, that required components are included and are ready for operation, and that components and subsystems designed to operate with the vehicle in a static condition do function as designed.

QA 3.2.2 Total Vehicle Operation

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

Each vehicle shall be driven for a minimum of fifteen (15) miles during the road tests. If requested, computerized diagnostic printouts showing the performance of each vehicle shall be produced and provided to the RTC. Observed Defects shall be recorded on the test forms. The vehicle shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected.

QA 4. RTC-Specific Requirements – RESERVED

CONTRACT NO. 21-058
EXHIBIT C
27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES
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SECTION 9: FORMS AND CERTIFICATIONS

CER 1. Proposer's Checklist

Pac	ckage 1: Technical Proposal
	1. Letter of Transmittal
	2. Technical Proposal
	3. Acknowledgement of Addenda
	4. Form for Proposal Deviation
	5. Vehicle Questionnaire
	6. References and non-priced information (if provided by Proposer)
	7. Engineering organization chart, engineering change control procedure, field modification process
	8. Manufacturing facility plant layout, other contracts, staffing
	9. Production schedule and other Contract commitments for the duration of this Contract.
	10. Quality Assurance Program
Pad	ckage 2: Price Proposal
	1. Letter of Transmittal
	2. Pricing Schedule (including option buses, spare parts package, engineering, manuals, training, special tools and test equipment)
Pac	ckage 3: Qualifications Package
	1. Pre-Award Evaluation Data Form
	2. A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by the Agency
	3. Letter for insurance
	4. Letter for performance bond (if applicable)
	5. Letter of commitment for parental financial guarantee (if applicable)
	6. Proposal Form
Pac	ckage 4: Proprietary/Confidential Information
	1. Proprietary/Confidential Information
Th	nere may be items in the first three packages that are included in Package 4 because they are considered to be

proprietary/confidential information. When this occurs, the Proposer must note that fact in packages 1 through 3.

CER 2. Request for Pre-Offer Change or Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in "Questions, Clarifications and Omissions."

Request #:			
Proposer:			
Bid Section:			
Page:			
Questions/clarification or a	approved equal:		
	□ Approved	□ Denied	
Agency action:	□ See addendum	□ See response below	
Agency response:	I		

CER 3. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:				
Addendum No.:	Dated:			
Addendum No.:	Dated:			
Addendum No.:	Dated:			
Addendum No.:	Dated:			
Proposer: Name: Title: Phone: Street address: City, state, ZIP:				
Authorized signature		Date		

CER 4. Contractor Service and Parts Support Data

Location of nearest Technical Service Representative to Agency
Name: Address:
Telephone:
Describe technical services readily available from said representative:
Location of nearest Parts Distribution Center to Agency:
Name:
Address:
Telephone:
Describe the extent of parts available at said center:
Policy for delivery of parts and components to be purchased for service and maintenance:
Regular method of shipment: Cost to Agency:

DocuSign Envelope ID: 623CA7CE-0AA1-4CDD-89EF-F9A19EA490E4

CONTRACT NO. 21-058
EXHIBIT C
27-FOOT CNG LOW FLOOR PARATRANSIT FATTOWAY VEHICLES
27-FOOT CNG LOW FLOOR PARATRANSIT
CUTAWAY VEHICLES
Issued July 6, 2021

CER 5. Form for Proposal Deviation - RESERVED

CONTRACT NO. 21-058
EXHIBIT C
27-FOOT CNG LOW FLOOR PARATRANSIT CUTAWAY VEHICLES
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CER 6. Pricing Schedule

Bidders are to complete the NGEM "Line Items" tab.

1. Name of firm:

CONTRACT NO. 21-058
EXHIBIT C
27-FOOT CNG LOW FLOOR PARATRANSIT CHIAWAY VEHICLES
27-FOOT CNG LOW FLOOR PARATRANSIT
CUTAWAY VEHICLES
Issued July 6, 2021

CER 7. Pre-Award Evaluation Data Form

NOTE: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

Address: Individual Partnership Corporation Joint Venture Date organized: State in which incorporated: Names of officers or partners:			
How long has your firm been in business under its present name?			
Attach as SCHEDULE ONE a list of similar current contracts that demonstrates your available capacity, cluding the quantity and type of bus, name of contracting party, percentage completed and expected completion ate.			
8. Attach as SCHEDULE TWO a list of at least three similar contracts that demonstrates your technical proficiency, each with the name of the contracting party and number and they type of buses completed within the last five years.			
Have you been terminated or defaulted, in the past five years, on any Contract you were awarded? Yes □ No yes, then attach as SCHEDULE THREE the full particulars regarding each occurrence.			
D. Attach as SCHEDULE FOUR Proposer's last three (3) financial statements prepared in accordance with enerally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an dependent certified public accountant; or a statement from the Proposer regarding how financial information may reviewed by the Agency (This may require execution of an acceptable nondisclosure agreement between the gency and the Proposer.)	/		
I. Attach as SCHEDULE FIVE a list of all principal Subcontractors and the percentage and character of Work contract amount) that each will perform on this Contract.			
If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each ember of the joint venture.	1		
The above information is confidential and will not be divulged to any unauthorized personnel.			
ne undersigned certifies to the accuracy of all information: ame and title: ompany:			
uthorized signature Date			

CER 8.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

Certificate of Compliance				
The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:				
Name and title: Company:				
Authorized signature	Date			
Out Control Out of New York				
Certificate of Non-Compliance The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.				
Name and title: Company:				
Authorized signature	Date			

CER 8.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

Choo	Choose one alternative:				
	The Proposer, [insert name], certifies to the best of its knowledge and belief that it and its principals:			
	 Are not presently debarred, suspe from covered transactions by any 	nded, proposed for debarment, declared ineligible, or voluntarily excluded federal department or agency;			
	2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;				
		herwise criminally or civilly charged by a governmental entity (federal, any of the offenses enumerated in Paragraph 2 of this certification; and			
	 Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default. 				
	OR				
The Proposer is unable to certify to all of the statements in this certification, and attaches its explan certification. (In explanation, certify to those statements that can be certified to and explain those that					
The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable					
Exec	cuted in [insert city and state].			
Nam	Name:				
Autho	rized signature	Date			

CONTRACT NO. 21-058
EXHIBIT C
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CER 8.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of the as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposoluntarily excluded from participation in this transaction by any federal depart	osed for debarment, declared ineligible, or	
If the prospective Proposer is unable to certify to the statement above, it sha has done so by placing an "X" in the following space:	Il attach an explanation, and indicate that it	
THE PROPOSER,, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 <i>ET SEQ</i> . APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.		
Name and title of the Proposer's authorized official:		
Authorized signature	Date	

CER 8.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of	, County of			
I,(Name of Affiant)	, being first duly sworn,	do hereby state that		
I am Capacity)	of(Name of Firm, Partnership or Corporation)		
whose business is				
and who resides at				
and that				
(Give names of all persons, firms, or corporations in	nterested in the bid)			
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.				
Signature of Affiant Date				
Sworn to before me this day of _	, 20			
		Seal		
Notary public	My commission expires			

CER 8.5 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person
 for influencing or attempting to influence an officer or employee of a federal department or agency, a member of
 the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S.
 Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making
 of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,
 amendment or modification thereof.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER,	AT THE PROVISIONS OF 31 USC §§		
Name of the bidder or Proposer's authorized official:			
Title:			
Signature	Date		

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 8.6 Certificate of Compliance with Bus Testing Requirement

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

Mark one	and only one of the three blank spaces with an "X."		
1	The buses offered herewith have been tested in accordar multiple buses are being proposed, provide additional busy vehicles being sold should have the identical configuratio report, which must be submitted with this Proposal. If the manufacturer shall provide with its Proposal a description concluding that it is not a major change requiring addition data on additional buses shall be listed on the bottom of the	s testing information below or on attact in and major components as the vehic configuration or components are not it of the change and the manufacturer's al testing. If multiple buses are being	hed sheet. The le in the test dentical, then the s basis for
2	The manufacturer represents that the vehicle is "grandfat United States before October 1, 1988, and is currently be or components), and submits with this Proposal the name details of that vehicle's configuration and major compone	ing produced without a major change and address of the recipient of such	in configuration
3	The vehicle is a new model and will be tested and the resacceptance of the first bus.	ults will be submitted to the Agency p	rior to
assistand Program	ersigned understands that misrepresenting the testing statude may subject the undersigned to civil penalties as outline Fraud Civil Remedies, 49 CFR Part 31. In addition, the unmanufacturer under the procedures in 49 CFR Part 29.	d in the Department of Transportation	's regulation on
Compan Name ar	y name: nd title of the Proposer's authorized official:		
Authorized	d signature	Date	

CER 8.7 DBE Approval Certification

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

Name and title of the Proposer's authorized official:			
Authorized signature	Date	—	

CER 8.8 Federal Motor Vehicle Safety Standards

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

Authorized signature	
Title:	
Name of signer:	
Company name:	

CER 9. Other Certifications CER 9.1 Proposal Form

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA in response to Bid No.21-058 in its entirety.

Proposer:	
Street address:	
City, state, ZIP:	
Name and title of Authorized Signer(s):	
Name and title of Authorized Signer(s):	
Phone:	
Authorized signature	Date
Authorized signature	 Date

SECTION 10: CONTRACT

SEE NGEM ATTACHMENT "SAMPLE CONTRACT"