Alaska Department of Transportation and Public Facilities

Vehicle Purchasing Handbook

Purchasing a Vehicle Using State Transit Funds

Alaska Department of Transportation and Public Facilities
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Procurement for Rolling Stock and Conducting Pre-Award and Post-Delivery Audits for Bus Procurements

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INTRODUCTION

The Federal Transit Act authorizes the Secretary of Transportation to provide assistance for the development of comprehensive and coordinated public and private mass transportation systems. The Act allows the Federal Transit Administration (FTA) to obligate Federal funds to mass transportation service providers for purchasing buses used to carry passengers in mass transit service. Recipients of these funds must comply with several Federal regulations, one of which is the Pre-Award and Post-Delivery Rule. If the FTA determines that the purchaser is not in compliance with the Rule, funding for the purchase may be jeopardized.

There are two parts to the Rule: the pre-award review and post-delivery review. The pre-award review is intended to help the recipient ensure that the proposed buses will meet (1) Buy America regulations, (2) the recipient's needs and specifications, (3) Disadvantaged Business Enterprises (DBE) requirements, and (4) Federal Motor Vehicle Safety Standards (FMVSS) regulations. The post-delivery review is intended to help the recipient ensure that the delivered buses meet the above stipulations.

This manual provides guidance to recipients of Federal funds to help demonstrate compliance with (1) the pre-award review requirements before entering into a contract with a bus manufacturer and (2) the post-delivery review requirements before the title of the bus is transferred to the recipient.

Section One describes the requirements of the Pre-Award and Post-Delivery Rule. It details which certifications and documents are needed to support the procurement process — from issuance of the solicitation to title transfer. Sections Two and Three suggest procedures that the recipient may follow when conducting the pre-award and post-delivery reviews, respectively. The fourth section provides examples of Buy America calculations and suggests other activities to help the recipient conduct the reviews. Section Five provides responses to frequently asked questions concerning the Rule. The first four appendices at the end of this manual provide samples of review certifications, lists of typical bus components, Buy America waivers, sample visual inspection and road test sheets, and a list of FTA offices, respectively. Appendixes I and J contain the vehicle vendor contracts, effective with late SFY2009.

STEPS FOR PURCHASING A VEHICLE

Congratulations on your vehicle award. The following pages will walk you through the steps of purchasing a vehicle, either using the state contract or going out for your own bid.

- Review the contracts at the end of this booklet. If the vehicle specifications do not meet your needs, you will need to go out to bid for your vehicle. Before putting the request for proposal (RFP) on the street, you must submit the RFP to the AkDOT&PF administrator of your grant to verify the RFP contains the correct language. See Rolling Stock Bidding Process checklist (Appendix E).

- If using the state contract, contact the vendor.

It may be possible to piggyback with an existing contract, or join an existing cooperative agreement, from within Alaska or in another state. Resources to check include the Federal Transit Administration websites, vendors and dealers themselves, and other state DOT's.

- Use the Pre-Award Vehicle Procurement Checklist to verify all paperwork has been completed. Submit this and the appropriate supporting documentation to your AkDOT&PF grant administrator for approval prior to placing the order.

- See Vehicle Payment Options on page 8 for instructions on how to pay the vehicle vendor.

- In order to be reimbursed by your grant, the following forms and documents must be submitted to the Alaska State Transit Office by mail or email.

  PRIOR TO ORDERING
  - Pre Award Review Sheet
  - Pre Award Buy America Compliance Certification
  - Pre Award FMVSS Compliance Certification
  - Pre Award Purchaser's Requirement Certification

  AFTER RECEIPT OF THE VEHICLE
  - Post Delivery Review Form
  - Post Delivery Buy America Compliance Certification and supporting documentation
  - Post Delivery FMVSS Compliance Certification
  - Post Delivery Purchaser's Requirement Certification (10 or fewer vehicles)

- Road Test Sheet
- New Vehicle Inspection Form
- Bus Visual Inspection Sheet
- Proof of insurance
- Registration
- Copy of Application for Title and Registration with AkDOT&PF as lien holder **(Please use the following address on the Application for Title and Registration PO Box 112500 Juneau, AK 99811)**
- Update to Capital Inventory in AkDOT&PF Electronic Grants Management System (adding new vehicle information)

- Ask your grant administrator for more direction if needed.

Insurance Requirements:

Grantees are required to carry insurance per the provisions that will be in their grant agreements. Failure to carry the required automobile insurance until the State releases the lien on the vehicle is grounds for the State Transit Office to transfer a vehicle from the grantee to another agency.

Current Color/Logo Requirements:

- Any vehicle purchased with a grant funded under this RFP must be white if new and must display the "Alaska Community Transportation" logo.. Logos will be applied by the vehicle vendor for those vehicles purchased through the State vehicle contract. The State will provide decals for vehicles purchased outside the contract.

- When the new logo decals are available, they must be placed on the back and left side of the vehicle. Instructions will be included with the logos. The logo decal is approximately 12" x 18".

- Exceptions may be granted to color and logo requirements to address special circumstances, if a compelling argument is made. Exceptions may also be requested from, or stipulated by, the State Transit Office. (Examples of special circumstances: a used vehicle is not white, vehicle needs to match an existing coordinated transportation system fleet, decals don't fit.)

Logo Placement:

VEHICLE PAYMENT OPTIONS

When purchasing vehicles through the State Vehicle Vendor contract:

Option 1, Sub-grantee pays 100% of vehicle costs when due, and requests AkDOT&PF reimbursement for the grant portion.

Option 2, Sub-grantee requests partial payment from AkDOT&PF in advance of paying vendor

AkDOT&PF can pay up to 95% of the grant's portion in advance. In order to do this, we need the following:

1. Request in writing, stating the amount requested
2. Copy of vendor invoice(s)

The remaining 5% of the grant's portion will be issued after AkDOT&PF receives the post delivery paperwork listed in appendix G

Option 3, Sub-grantee can request that AkDOT&PF make payment directly to the vehicle vendor

AkDOT&PF needs the following in order to make payment:

1. Request in writing
2. All pre and post delivery paperwork listed on checklist in appendix F and G

When purchasing vehicles separate from the State Vehicle Vendor Contract (through independent dealers):

AkDOT&PF needs all paperwork from the pre and post delivery checklist in appendix F and G in order to make reimbursement payment:

1. **Payment Options 1, 2, and 3 above can apply to independent dealers.**

To update or enter the needed information in the Vehicle/Capital Inventory, please go to: http://www.dot.state.ak.us/stwdplng/transit/Alaska_Transit/index.cfm log in, and click on the button for Vehicles/Capital Inventory.

BUS:_____

CONTRACT NO.:_____

Pre-Award Review Form
(Before signing a contract with a supplier)

Buy America Certification

- ❑ Reviewed and Verified 60 Percent Domestic Content;

AND

- ❑ Reviewed and Verified Proposed U.S. Final Assembly Location, Operations, and Total Cost

OR

- ❑ Requested and Received Buy America Waiver

Purchaser's Requirements Certification

- ❑ Checked Bid Specification Compliance With Solicitation Specifications;

AND

- ❑ Completed Manufacturer Capability Study

FMVSS Certification

Requested and Received Manufacturer's Letter Stating:

- ❑ The Information to be Included on the FMVSS Stickers

OR

- ❑ The Buses Are Not Subject to FMVSS

Note: All certifications must be kept on file. Supporting documentation should accompany each certification.

Post-Delivery Review
(Before using the buses in transit service)

Buy America Certification

- ❑ Reviewed and Verified 60 Percent Domestic Content;

AND

- ❑ Reviewed and Verified Actual U.S. Final Assembly Location, Operations, and Total Cost

OR

- ❑ Requested and Received Buy America Waiver

Purchaser's Requirements Certification

For Procurements of More Than Ten Buses or Modified Vans

- ❑ Completed Resident Inspector's Report;

AND

- ❑ Completed Visual Inspections and Road Tests

OR

For Procurements of Ten or Fewer Buses or Modified Vans, and any Number of Unmodified Vans

- ❑ Completed Visual Inspections and Road Tests

FMVSS Certification

- ❑ Verified FMVSS Sticker is Affixed to Each Bus

OR

- ❑ Requested and Received Manufacturer's Letter Stating That the Buses Are Not Subject to FMVSS

Note: All certifications must be kept on file. Supporting documentation should accompany each certification.

THE PRE-AWARD AND POST-DELIVERY REVIEW REQUIREMENTS

The Pre-Award and Post-Delivery Rule requires recipients to certify that pre-award and post-delivery reviews will be conducted when using FTA-appropriated funds to purchase revenue service buses and vans.

This section details the pre-award and post-delivery review requirements for buses.

The Pre-Award Review

The pre-award review is required before a sub-recipient may enter into a formal contract with a supplier. The review period begins after the recipient issues the solicitation and ends before the sub-recipient signs a formal contract with the selected manufacturer.

The review requires the sub-recipient to complete three certifications—the Buy America certification, the Purchaser's Requirements Certification, and the Federal Motor Vehicle Safety Standards (FMVSS) certification. All three certifications must be kept in the sub-recipient's files for future FTA reviews.

For the Buy America certification process, the sub-recipient must:

<u>either</u>

- Verify that (1) the buses will contain a minimum of 60 percent domestic products, by cost, and (2) final assembly of the buses will take place in the United States. This verification must include:
  - Disclosure by the manufacturer of the final assembly location
  - Listing of the component and subcomponent parts, the cost (actual or percent of total) of such components and subcomponents
  - Cost (actual or percent of total) of such components and subcomponents in relationship to the full cost of the vehicle
  - Country of origin
  - Description of final assembly activities

<u>or</u>

- Obtain, from the FTA, a copy of the waiver letter exempting the buses from the Buy America requirements.

For the Purchaser's Requirements Certification, the sub-recipient must verify that:

- The manufacturer's bid specifications are in compliance with the sub-recipient' solicitation specifications

<u>and</u>

The proposed manufacturer is responsible and capable of building the bus to the sub-recipient's solicitation specifications. For the FMVSS certification, the recipient must obtain:

either

- A letter from the bus manufacturer stating the information that will be provided on the FMVSS vehicle sticker

or

- A letter from the bus manufacturer stating that the buses are not subject to FMVSS.

The Post-Delivery Review

A post-delivery review must be completed before a reimbursement/payment will be made to the sub-recipient/vendor, or before a bus is placed into revenue service, whichever is first. The review period begins when the sub-recipient signs a formal contract with the selected manufacturer and ends before reimbursement/payment is made or the vehicle is put in service.

As with the pre-award review, the sub-recipient must complete three certifications—the Buy America Certification, the Purchaser's Requirements Certification, and the FMVSS Certification. Again, all three certifications must be kept in the sub-recipient's files for future FTA reviews.

The Buy America and FMVSS certification processes are similar to those completed during the pre-award review, with the exception that the review now reflects information based on the actual buses versus the proposed buses. The post-delivery Purchaser's Requirements Certification process is different from the pre-award Purchaser's Requirements Certification process.

For the Purchaser's Requirements Certification, the sub-recipient must:

- Complete visual inspections and road tests to demonstrate that the buses meet the contract specifications

and (if purchasing more than ten buses or modified vans)

- Send a resident inspector to the manufacturer's production facility during the final assembly period to (1) monitor the final assembly process and (2) complete a final report describing the construction activities and explaining how the construction and operation of the buses fulfill the contract specifications.

- If the recipient **is purchasing ten or fewer buses**, ten or fewer modified vans, or any number of primary manufacturer standard production unmodified vans, the resident inspector is not required.

THE PRE-AWARD REVIEW REQUIREMENTS

This section explains procedures that will help the sub-recipient conduct the pre-award review in accordance with the Pre-Award and Post-Delivery Rule. It cites relevant portions of the Rule and describes the review process. Sample certifications that the recipient may use as models to demonstrate that the review has been conducted as required by the Rule are presented in Appendix A.

The Pre-Award Buy America Certification Requirement

This subsection discusses procedures that recipients may follow to demonstrate compliance with the pre-award Buy America certification requirement.

Buses to be purchased by a sub-recipient must fall into one of two categories under this requirement: (1) buses that meet the Buy America domestic content and assembly requirement and (2) buses for which a Buy America waiver is available. The procedures for each category are described below.

Buy America-Compliant Buses

Most buses must meet the 60 percent minimum domestic content and U.S. final assembly requirements set forth in the Buy America Rule. Therefore, the sub-recipient must be satisfied that the buses will meet the requirements. In other words, the sub-recipient must be satisfied that the manufacturer who is proposing to sell the buses can and will comply with the content and assembly requirements.

> "The sub-recipient is satisfied that the [buses meet] the requirements after having reviewed documentation [listing component and subcomponent parts; location, activities, [and] cost of final assembly]."

As a first step in the pre-award review process, the sub-recipient, or a duly appointed analyst, must review the Buy America information that the proposed manufacturer must provide for the review.

The manufacturer's information must include:

- Disclosure by the manufacturer of the final assembly location
- Listing of the component and subcomponent parts, the cost (actual or percent of total) of such components and subcomponents
- Cost (actual or percent of total) of such components and subcomponents in relationship to the full cost of the vehicle
- Country of origin

- Description of final assembly activities

Each component and subcomponent on the list must be identified by manufacturer, country of origin, and cost (in either a dollar or percentage format). Final assembly costs are not to be included when calculating the percent domestic content of the bus. Likewise, component manufacturing costs are not to be used when calculating the percent domestic content of a component.

The manufacturer's list must identify the domestic subcomponents for major components used in the content calculation, such as engines, transmissions, and wheelchair lifts.

Section Four, "Examples of Complying With the Pre-Award and Post-Delivery Review Requirements," presents samples of domestic content calculations. Section Five, "Frequently Asked Questions About the Pre-Award and Post-Delivery Review," answers questions concerning the domestic content of components and subcomponents and the allowable cost used in the percent domestic content calculations of the bus.

To be assured that the manufacturer can comply with the requirements, the sub-recipient must verify that the buses will contain a minimum of 60 percent domestic products, by cost. Therefore, the sub-recipient must:

- Review the component and subcomponent listings to verify 60 percent domestic product content

<u>and</u>

- Review the final assembly cost.

The sub-recipient should subtract the final assembly cost from the price of the buses to approximate the total component cost and thus the percentage base that the manufacturer used to calculate the domestic cost contribution for each item listed in the manufacturer's information.

To verify that the final assembly location will be within the United States, the sub-recipient must:

- Check that the manufacturer has identified a final assembly location that is within the United States

<u>and</u>

- Review the list of final assembly activities, which should include activities, such as welding, subassembly activities, component installation, and painting, to ensure that activities at the cited final assembly location qualify as final assembly.

After the sub-recipient has completed the steps described above, the sub-recipient must:

- Complete a pre-award Buy America compliance certification

<u>and</u>

- Keep the Buy America certification on file for future FTA reviews.

If the manufacturer agrees, the sub-recipient should, but is not required to, keep a copy of the manufacturer's Buy America information with the Buy America certification in the file.

Buy America-Exempt Buses

Although few buses are exempt from the Buy America domestic content and final assembly requirements, some manufacturers' buses may be eligible for an FTA waiver exempting the buses from the requirements. If a waiver does exist for the buses the sub-recipient must:

- Obtain a Buy America waiver letter from the FTA for the buses
<u>and</u>
- Complete a pre-award Buy America exemption certification
and
- Keep the Buy America certification on file for future FTA reviews.

The sub-recipient should keep a copy of the FTA waiver letter with the Buy America certification in the files.

The Pre-Award Purchaser's Requirements Certification Requirement

This subsection discusses procedures that sub-recipients may follow to demonstrate compliance with the pre-award purchaser's requirements certification requirement.

This requirement is intended to eliminate those manufacturers that appear irresponsible and/or incapable of complying with the sub-recipients' solicitation specifications.

To comply with the Purchaser's Requirements certification, the sub-recipient, or a designated analyst, must check:

- That the manufacturer's bid specifications are in compliance with the sub-recipient's solicitation specifications <u>and</u>

- That the proposed manufacturer will be capable of meeting the specifications. To ensure compliance, the sub-recipient should review:

- The solicitation specifications, the bid specifications, and the recipient's approval of any approved equals <u>and</u>

- The manufacturer's qualifications (such as quality control measures, previous customer's, and other qualification documents).

After the review has been completed, the recipient must:

- Complete a pre-award purchaser's requirements certification

<u>and</u>

- File the purchaser's requirements certification for future FTA reviews.

The recipient should keep copies of their solicitation specification, the manufacturer's bid specification, approvals of any approved equals, and manufacturer qualifications with the purchaser's requirements certification in the file.

The Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification Requirement

This subsection discusses procedures that recipients may follow to demonstrate compliance with the FMVSS certification requirement.

Most buses must comply with the FMVSS regulations, although these standards may not apply to all bus procurements.

FMVSS-Compliant Buses

As previously stated, most buses must comply with the FMVSS regulations. If this is the case, the recipient must:

- Obtain the FMVSS self-certification sticker information from the manufacturer

<u>and</u>

- Complete a pre-award FMVSS compliance certification

<u>and</u>

- File the FMVSS certification for future FTA reviews.

The recipient should keep the manufacturer's pre-award FMVSS sticker information with the FMVSS certification in the file.

FMVSS-Exempt Buses

Although nearly all buses are subject to the FMVSS regulations, some buses may not be subject to the FMVSS regulations. Details of exemptions are explained in Title 49 of the Code of Federal Regulations Part 555, "Temporary Exemption From Motor Vehicle Safety Standards." If the buses are not subject to the FMVSS regulations, the recipient must:

- Obtain the manufacturer's certified statement indicating that the contracted buses will not be subject to the FMVSS regulations

and

- Complete a pre-award FMVSS exemption certification

and

- File the FMVSS certification for future FTA reviews.

The recipient should keep the manufacturer's pre-award FMVSS statement with the FMVSS certification in the file.

EXAMPLES OF COMPLIANCE WITH THE PRE-AWARD AND POST-DELIVERY REVIEW REQUIREMENTS

This section provides examples of Buy America certification calculations, purchaser's requirements certification information, and sample FMVSS self-certification stickers.

Buy America Certification

Exhibit 4-1 presents a sample table to be prepared by a manufacturer for the Buy America certification process.

Component	Manufacturer	Orgin	Component Cost	Bus Cost
Subcomponent				
1. Engine				
Alternator	A Co.	U.S.A.	3%	
Starter	B Co.	U.S.A.	3%	
Fuel Injectors	D Co.	U.S.A.	6%	
Radiator	E. Co.	U.S.A.	4%	
Engine Block	C. Co.	U.S.A.	24%	
Cylinder Head	C. Co.	U.S.A.	20%	
Total (engine)	C. Co.	U.S.A.	60%	12%
2. Transmission		U.S.A.		
Gear Box	C. Co.	U.S.A.	26%	
Clutch	F. Co.	U.S.A.	14%	
Housing	C. Co.	U.S.A.	28%	
Total (transmission)	C. Co.	U.S.A.	68%	5%
3. Lift		U.S.A.		
Control Unit	G. Co.	U.S.A.	30%	
Floor, Rails, & Barriers	H Co.	U.S.A.	32%	
Total (lift)	H Co.	U.S.A.	62%	10%
4. Passenger Seats	I. Co.	U.S.A.		9%
5. Interior & Exterior Body Panels	J. Co.	U.S.A.		3%
6. Air Conditioning	K. Co.	U.S.A.		5%
7. Farebox	L. Co.	U.S.A.		1%
8. Doors	M. Co.	U.S.A.		1%
9. Windows	N. Co.	U.S.A.		3%
10. Front Axle	O. Co.	U.S.A.		2%
11. Rear Axle	O. Co.	U.S.A.		4%
12. Destination Sign	P. Co.	U.S.A.		2%
13. Electrical Harness	Q. Co.	U.S.A.		3%
Total (Bus)				60%

Exhibit 4-1. Sample Manufacturer's Buy America Calculation

If a component is manufactured in the United States with less than 60 percent domestic subcomponents, then only its domestic cost (i.e., the cost of its domestic subcomponents plus the cost of manufacturing the component) may be used in the domestic content calculation of the bus.

Domestic subcomponents exported for inclusion in a foreign-manufactured component may also be included in the Buy America calculation, if the domestic subcomponents received a tariff exemption for importation back into the United States. However, only the cost of the domestic subcomponents, which is the cost at the time of export, may be used in the domestic content calculation of the bus.

The presentation of the costs for both of the above cases is different from that shown in Exhibit 4-1. Exhibit 4-2 presents the Buy America presentation for the cost of a transmission with at least 60 percent domestic subcomponents as was shown in Exhibit 4-1.

Component	Manufacturer	Orgin	Component Cost	Bus Cost
Subcomponent				
2. Transmission		U.S.A.		
Gear Box	C. Co.	U.S.A.	26%	
Clutch	F. Co.	U.S.A.	14%	
Housing	C. Co.	U.S.A.	28%	
Total (transmission)	C. Co.	U.S.A.	68%	5%

Exhibit 4-2. Sample Content Calculation for a U.S.-Manufactured Component with at Least 60 Percent Domestic Subcomponents

The 5 percent "Total (transmission)" figure in Exhibit 4-2 indicates that the transmission cost equals 5 percent of the cost of all components used in the bus. In this case, the transmission cost includes direct labor costs, direct materials costs, freight-in costs, sales costs, general and administrative costs, and an allowance for profit attributable to manufacturing the transmission.

For example, if the total cost of all bus components is $100,000, then, according to Exhibit 4-2, the cost of the transmission is $5,000. Of that $5,000, if $4,000 were the total cost of all subcomponents, then $1,000 would be the cost of manufacturing. The cost of the gear box, clutch, and housing is $1,040, $560, and $1,120, respectively.

Exhibit 4-3 presents a Buy America calculation for a transmission manufactured in the United States with less than 60 percent domestic subcomponents.

Component	Manufacturer	Orgin	Component Cost	Bus Cost
Subcomponent				
2. Transmission		U.S.A.		
Gear Box	C. Co.	U.S.A.	26%	
Clutch	F. Co.	U.S.A.	14%	
Total (transmission)	C. Co.	U.S.A.	40%	2.6%

Exhibit 4-3. Sample Content Calculation for a U.S.-Manufactured Component with Less Than 60 Percent Domestic Subcomponents

In Exhibit 4-3, the 2.6 percent "Total (transmission)" figure means that the cost of the domestic subcomponents (or 40 percent of the total transmission subcomponent cost) plus the cost of manufacturing the transmission equals 2.6 percent of the cost of all components used in the bus. In this case, the cost of the transmission includes direct labor costs, domestic direct materials costs (or the domestic subcomponent costs), freight-in costs, an allowance for profit, and the sales, general and administrative costs attributable to manufacturing the transmission.

Using the earlier example, the 40 percent implies that the domestic subcomponents cost $1,600. Since the $1,000 manufacturing cost is allowed, the total is $2,600, or 2.6 percent of $100,000.

Exhibit 4-4 provides an example of a transmission from a foreign source with domestic subcomponents that received tariff exemptions.

Component	Manufacturer	Orgin	Component Cost	Bus Cost
Subcomponent				
2. Transmission		U.S.A.		
Gear Box	C. Co.	U.S.A.	26%	
Clutch	F. Co.	U.S.A.	14%	
Total (transmission)	C. Co.	Foreign Country	40%	1.6%

Exhibit 4-4. Sample Content Calculation for a Foreign-Manufactured Component with Domestic Subcomponents

In Exhibit 4-4, the 1.6 percent "Total (transmission)" figure means that the cost of the domestic subcomponents (domestic direct materials cost) used in the transmission is 1.6 percent of the cost of all components used in the bus.

Continuing with the previous example, the 1.6 percent indicates that the domestic components contribute $1,600 toward the cost of the bus. Recall that the total cost of the subcomponents equals $4,000. Note, however, that the $1,000 manufacturing cost is not allowed for foreign components as is allowed in both previous examples.

A component's manufacturing cost is never used when calculating the domestic content of that component; its domestic content is based on subcomponent cost only. However,

the component's manufacturing cost should be used in the domestic content calculation of the bus, if the component was manufactured in the United States. Notice in the examples that the $1,000 manufacturing cost never contributes toward the domestic content of the component, but it does contribute toward the domestic content of the bus in Exhibits 4-2 and 4-3.

Purchaser's Requirements Certification

The recipient should keep the following information in the certification file to support the purchaser's requirements certification review:

- A comparison of solicitation and bid specifications
- An analysis of manufacturing capability
- Copies of the visual inspection sheets
- Copies of the road test sheets
- A copy of the resident inspector's report describing manufacturing activities (if required)
- Records of quality control measurements.

Comparison of Solicitation and Bid Specifications

The recipient should keep on file copies of the solicitation specifications, the manufacturer's specifications, and the recipient's agreement to any deviations from the solicitation technical specifications as proposed by the manufacturer.

Analysis of Manufacturing Capability

The recipient should keep on file an analysis of a prospective manufacturer's information used to verify that the manufacturer is capable of building the bus to the specifications. This analysis may include statements, letters, and other information from the manufacturer describing the product, manufacturing and final assembly operations, and quality assurance program.

Visual Inspection Sheets

The visual inspection sheets should include a line for each item in the specification that can be verified and signed off. Appendix D contains a sample visual inspection sheet.

Road Test Sheets

Road test sheets should include all information cited in the contract that fairly represents the handling and operation of the bus(es). It might include items such as top speed, gradeability, fuel economy, noise, accessibility, maintainability, handling, and operation of all accessories. Appendix D contains a sample road test sheet.

Manufacturing Activities

The resident inspector's report must include a description of final assembly and manufacturing operations, including a description of machine and hand operations—such as welding, painting, and drilling.

Records of Quality Control Measurements

Typical records of quality control should include information of actual and specified dimensions, clearances, and machining and assembly tolerances. In addition, the operational characteristics of all accessories should be included with this information.

FMVSS Certification

Vehicle labels must be permanently affixed in such a manner that they cannot be removed without being destroyed or defaced. The color of the lettering shall be such that it stands out from the background of the label. The lettering shall be in block capitals not less than 3/32 of an inch high.

Buses subject to FMVSS must have a FMVSS sticker affixed to the bus. Exhibits 4-6 through 4-10 present samples of various FMVSS stickers.

MANUFACTURED BY (NAME).	
DATE: (MONTH/YEAR) FRONT GAWR: (WEIGHT) LB WITH (SIZE) TIRES, (SIZE/TYPE) RIMS, AT PSI COLD (SINGLE/DUAL)	**GVWR**:(WEIGHT) **LB** REAR GAWR:(WEIGHT) LB WITH (SIZE) TIRES, (SIZE/TYPE) RIMS, AT PSI COLD (SINGLE/DUAL)
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.	
VIN: (VEHICLE IDENTIFICATION NUMBER) **TYPE: (VEHICLE TYPE)**	

Exhibit 4-6. Sample Completed vehicle FMVSS Sticker

THIS VEHICLE WAS ALTERED BY (NAME) IN (MONTH/YEAR) AND AS ALTERED, IT CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AFFECTED BY THE ALTERATION AND IN EFFECT IN (MONTH/YEAR)	
GVWR:(WEIGHT) LB	
FRONT GAWR: (WEIGHT) LB WITH (SIZE) TIRES, (SIZE/TYPE) RIMS, AT PSI COLD (SINGLE/DUAL)	REAR GAWR:(WEIGHT) LB WITH (SIZE) TIRES, (SIZE/TYPE) RIMS, AT PSI COLD (SINGLE/DUAL)
TYPE: (VEHICLE TYPE)	

Exhibit 4-7. Sample Altered Vehicle Manufacturer's FMVSS Sticker

THIS CHASSIS-CAB CONFORMS TO FEDERAL MOTOR VEHICLE SAFETY STANDARD NOS. (APPLICABLE FMVSS NUMBERS). THIS VEHICLE WILL CONFORM TO STANDARD NOS. (APPLICABLE FMVSS NUMBERS) IF IT IS COMPLETED IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE INCOMPLETE VEHICLE DOCUMENT FURNISHED PURSUANT TO 49 CFR PART 568. CONFORMITY TO THE OTHER SAFETY STANDARDS APPLICABLE TO THIS VEHICLE WHEN COMPLETED IS NOT SUBSTANTIALLY AFFECTED BY THE DESIGN OF THE CHASSIS-CAB. CHASSIS-CAB MANUFACTURED BY (NAME). (MONTH/YEAR)

Exhibit 4-8. Sample Incomplete Vehicle Manufacturer's FMVSS Sticker

WITH RESPECT TO STANDARD NOS. (APPLICABLE FMVSS NUMBERS), THE INSTRUCTIONS OF PRIOR MANUFACTURERS HAVE BEEN FOLLOWED SO THAT THE CHASSIS-CAB NOW CONFORMS TO THESE STANDARDS. THIS CHASSIS-CAB CONFORMS TO FEDERAL MOTOR VEHICLE SAFETY STANDARD NOS. (APPLICABLE FMVSS NUMBERS). WILL CONFORM TO STANDARD NOS. (APPLICABLE FMVSS NUMBERS) IF IT IS COMPLETED IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE AMENDED INCOMPLETE VEHICLE DOCUMENT FURNISHED PURSUANT TO 49 CFR PART 568. CONFORMITY TO STANDARD NOS. (APPLICABLE FMVSS NUMBERS) IS NO LONGER SUBSTANTIALLY AFFECTED BY THE DESIGN OF THIS CHASSIS-CAB.

INTERMEDIATE MANUFACTURE BY (NAME).
(MONTH/YEAR)

Exhibit 4-9. Sample Intermediate Vehicle Manufacturer's FMVSS Sticker

<table>
<tr><td colspan="2">MANUFACTURED BY (NAME).
DATE: (MONTH/YEAR)
INCOMPLETE VEHICLE MANUFACTURED BY (NAME).

DATE: (MONTH/YEAR)</td></tr>
<tr><td colspan="2">GVWR:(WEIGHT) LB</td></tr>
<tr><td>FRONT GAWR: (WEIGHT) LB
WITH (SIZE) TIRES,
(SIZE/TYPE) RIMS,
AT PSI COLD
(SINGLE/DUAL)</td><td>REAR GAWR:(WEIGHT) LB
WITH (SIZE) TIRES,
(SIZE/TYPE) RIMS,
AT PSI COLD
(SINGLE/DUAL)</td></tr>
<tr><td colspan="2">CONFORMITY OF THE CHASSIS-CAB TO FEDERAL MOTOR VEHICLE SAFETY STANDARDS, WHICH HAVE BEEN PREVIOUSLY FULLY CERTIFIED BY THE INCOMPLETE VEHICLE MANUFACTURER OR INTERMEDIATE VEHICLE MANUFACTURER, HAS NOT BEEN AFFECTED BY FINAL-STAGE MANUFACTURE, THE VEHICLE HAS BEEN COMPLETED IN ACCORDANCE WITH THE PRIOR MANUFACTURER'S INSTRUCTIONS, WHERE APPLICABLE. THIS VEHICLE CONFORMS TO ALL OTHER APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT IN (MONTH/YEAR).

VIN: (VEHICLE IDENTIFICATION NUMBER)

TYPE: (VEHICLE TYPE)</td></tr>
</table>

or

CONFORMITY OF THE CHASSIS-CAB TO FEDERAL MOTOR VEHICLE SAFETY STANDARD NOS. (APPLICABLE FMVSS NUMBERS) HAS NOT BEEN AFFECTED BY FINAL-STAGE MANUFACTURE. WITH RESPECT TO THE STANDARD NOS. (APPLICABLE FMVSS NUMBERS), THE VEHICLE HAS BEEN COMPLETED IN ACCORDANCE WITH THE PRIOR MANUFACTURER'S INSTRUCTIONS. THIS VEHICLE CONFORMS TO ALL OTHER APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT IN (MONTH/YEAR).

VIN: (VEHICLE IDENTIFICATION NUMBER)

TYPE: (VEHICLE TYPE)

or

THIS VEHICLE CONFORMS TO ALL OTHER APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT IN (MONTH/YEAR).

VIN: (VEHICLE IDENTIFICATION NUMBER)

TYPE: (VEHICLE TYPE)

Exhibit 4-10. Samples of Final-Stage Vehicle Manufacturer's FMVSS Stickers

FREQUENTLY ASKED QUESTIONS ABOUT THE PRE-AWARD AND POST-DELIVERY REVIEW

This section presents some of the most frequently asked questions about pre-award and post-delivery review. This guidance is for information only. The responses do not constitute a determination of compliance with the Department of Transportation (DOT) standards and rules. Appendix E contains a list of FTA regional offices to contact if further clarification is needed.

General

1. When must a recipient complete the "Certification of Compliance" as stipulated in Section 663.7 of the Rule?

The Section 663.7 Certification of Compliance must be submitted as part of the grant application for any revenue service rolling stock grant. (See Exhibit 5-1 for a sample certification.) Once a recipient has submitted their first certification, the certification may be retained in the recipient's files and referenced in the "Statement of Continuing Validity" for any future rolling stock grants.

PRE-AWARD AND POST-DELIVERY AUDIT CERTIFICATION OF COMPLIANCE

As required by 49 CFR Part 663, Subpart A,
_____(the recipient) certifies that it will conduct, or cause to be conducted, pre-award and post-delivery audits as prescribed in the "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases; Final Rule."

Date: _____

Signature:_____ Title:_____

Exhibit 5-1. Sample Certification of Compliance

2. Who must sign the Certification of Compliance?

The certification must be signed by the recipient even if the funds will be passed on to another party. Further, if the funds are passed on, the initial recipient has the ultimate responsibility of ensuring that the final recipient of the funds carries out its duties and responsibilities as required by the Rule.

3. Who must conduct the pre-award and post-delivery reviews?

The recipient, or an analyst appointed by the recipient must conduct the review. The analyst may not be an employee of the manufacturer or its agent. In many instances a recipient may retain the services of a consultant to conduct the review.

Buy America Certification

1. Must a Buy America certification be conducted for every procurement, even if identical buses are being purchased from the same contractor year after year?

Yes. A manufacturer's past compliance with the Buy America Rule does not mean that the manufacturer's products will always be compliant. Changes in design, as well as technical developments, may make updated products noncompliant. If a pre-award and post-delivery Buy America review has been conducted for a given bus, then the same information may be used to demonstrate compliance at a later date if there has been no component or assembly changes to the bus since the last certification.

2. Is the 60 percent domestic content calculated as a percentage of the total bus price?

No. The 60 percent domestic content is calculated as a percentage of the total cost of all components, before final assembly. The cost of an individual component is the price a bus manufacturer pays a supplier for that component, plus freight-in costs and (if foreign) any applicable duties.

3. How is the origin of a component determined?

A component is considered to be of domestic origin, if at least 60 percent of its subcomponents, by cost, are of domestic origin and component manufacturing takes place in the United States. If the component meets these requirements, the entire cost of the component may be used in the Buy America calculation of the bus.

The cost of an individual subcomponent is the price a component manufacturer pays a supplier for that subcomponent, plus freight-in costs and (if foreign) any applicable duties.

If the component is manufactured at the final assembly location, then the manufacturing and final assembly activities must be separate and distinct activities.

4. How is the origin of a subcomponent determined?

Subcomponents manufactured in the United States are considered to be domestic.

Subcomponents manufactured in the United States and exported for inclusion in a component manufactured outside the United States are considered to be of domestic

origin if they received a tariff exemption for importation back into the United States. If this is the case, then the cost of the subcomponent may be included in the Buy America calculation. The cost of the subcomponent at the time of export is the cost that should be used in the calculation. If the subcomponent has not received a tariff exemption, then it may not be included in the Buy America calculation.

Raw materials exported for use in a component manufactured outside the United States may not be used in the Buy America calculation.

5. Do the subcomponents have to be broken down into sub-subcomponents?

No. The rule states that sub-subcomponents are not required to be identified in the Buy America calculations.

6. If a bus uses a component from a foreign source and we wish to order it later as a spare part, do we need to conduct a domestic content certification for that spare part?

No. The Pre-Award and Post-Delivery Rule applies to the purchase of buses, vans, cars, railcars, locomotives, trolley cars and buses, ferry boats, and vehicles used on guideways and incline planes. The Rule does not apply to the purchase of spare parts. Spare parts must, however, comply with the Buy America Rule.

7. What cost is used in the Buy America calculation for domestic components?

The entire cost of domestic components may be used in the content calculation. A component is considered domestic if it contains at least 60 percent domestic subcomponents, by cost, and is manufactured in the United States. The cost of a domestic component includes direct labor costs, direct material costs, sales costs, general and administrative costs, and overhead costs associated with manufacturing that component, plus freight-in costs. The total cost should be the actual cost of the component, not the bid price.

8. Are only components of domestic origin allowed to be used in the Buy America calculations?

No. Components manufactured in the United States with less than 60 percent domestic subcomponents, by cost, and foreign-manufactured components with domestic subcomponents, that received a tariff exemption for importation back into the United States, may be used in the Buy America content calculation.

9. If a component contains less than 60 percent domestic subcomponents, how would it be used in the calculation?

Components manufactured in the United States with less than 60 percent domestic subcomponents, by cost, may also be used in the domestic content calculation.

However, the component's entire cost may not be used. The cost for such a component includes direct labor costs, domestic direct material costs (domestic subcomponent costs), sales costs, general and administrative costs, and overhead costs associated with manufacturing that component, plus freight-in costs.

10. Can components from foreign sources with domestic subcomponents be used in the calculation?

Yes. If the bus contains foreign-manufactured components with domestic subcomponents, which received a tariff exemption for importation back into the United States, then the cost of those domestic subcomponents may be used in the domestic content calculation. The cost of manufacturing the component may not be used, because it has been manufactured outside the United States.

11. What if the manufacturer is concerned about releasing proprietary information?

If the manufacturer is concerned about releasing proprietary information, the recipient may contract with an external consultant to conduct the manufacturer's Buy America certification review. After the consultant has reviewed the component and subcomponent documentation, the consultant will inform the recipient whether or not the Buy America requirements have been fulfilled. Once the recipient, or consultant, has reviewed the Buy America information, the manufacturer has fulfilled the requirements of the Buy America certification assuming that compliance has been established. The manufacturer is not required to provide the recipient with hard copies of the Buy America calculations. A manufacturer may require the external consultant to sign a proprietary information disclosure statement.

Purchaser's Requirements Certification

1. Can two or more recipients purchasing more than ten buses from the same contractor combine the orders and use one resident inspector?

Yes. The contract agreement between the inspector and the recipients should be carefully worded to cover the concerns of all parties.

2. If required, what is the responsibility of the resident inspector?

A resident inspector is required to visit the manufacturer's final assembly facility during the manufacturing period for purchases of ten or more buses or vans. The inspector must prepare a report (1) providing accurate records of all vehicle construction activities and (2) summarizing how the construction and operation of the vehicles meet (or do not meet) the terms of the contract.

The intent of the regulation is to help the recipients ensure that the vehicles will comply with their contract specifications. It is not meant to require that a resident inspector remain "full-time" at the "manufacturer's site throughout the period of manufacture."

Although this may be recommended for some vehicle procurements, the resident inspector requirement may be fulfilled through the use of periodic visits.

For example, a recipient may wish to send the resident inspector to the manufacturer's site full-time if the vehicles have been recently developed or significantly modified in order to meet the contract specifications. Or, the recipient may wish to send the inspector to the manufacturer's site for several short visits if the manufacturing period is expected to be long. On the other hand, the recipient may wish that the resident inspector visit the manufacturer's site less often if the vehicle lead-time is short or if the recipient has previously purchased identical vehicles from the same manufacturer. For buses or vans produced by multiple manufacturers, the resident inspector is only required to visit the final stage manufacturer's facility.

While the in-plant inspector is required for purchases of ten or more buses or vans, the recipient must be certain that the resulting inspector's report is equally comprehensive, regardless of the choice of inspection services. The number of visits and the length of each visit should be based on the recipient's level of comfort with the manufacturer's capabilities.

Remember that it is the recipient's responsibility to ensure that the vehicles comply with the contract specifications. The purpose of the resident inspector's report is to assist the recipient to verify that the vehicles meet the contract specifications.

3. Do any of the requirements of the Pre-Award and Post-Delivery Rule apply to the purchase of used rolling stock or public-to-public transfer of buses?

No. However, any arrangement designed to avoid the regulations would be considered an illegal circumvention of the regulations, which would result in the withdrawal of Federal funding.

4. Do the requirements apply to the remanufacture of buses?

Yes. A recipient must follow the procedures required in the regulations as a condition of Federal financial assistance in the remanufacture of buses. A project for the "remanufacture" of buses shall be defined as the "structural restoration of a standard, heavy-duty bus in addition to installation of new or rebuilt major components to extend its service life at least eight years." (FTA Circular C 9030.1A , Office of Grants Management [U.S. Department of Transportation, Federal Transit Administration, September 18, 1987], IV-4).

5. Where the contract provides for more than one delivery period, does the grantee conduct a post-delivery review for each delivery period?

This question addresses the circumstances where a contract provides for multiple deliveries and the delivery periods are scheduled at substantially different time intervals, such as 6 months or 1 year apart. When a contract for buses provides for separately

scheduled delivery periods, the recipient should complete a post-delivery review for each period. This does not mean that a separate review is necessary for each shipment within a delivery period.

6. For procurements of body-on-chassis type buses or modified vans, what manufacturing sites and activities must be observed by a resident inspector?

In general, for procurements of body-on-chassis type buses and modified vans, the purpose and intent of the resident inspector requirement will be satisfied if an inspector visits the facility of the final-stage manufacturer where the completed bus's final assembly occurs to ensure that the buses will be in compliance with the contract specifications. An inspector would not be required to visit the incomplete vehicle or intermediate vehicle manufacturer's production facility.

7. What is the resident inspector requirement for sub-recipients of FTA funds?

Many States make arrangements with vehicle manufacturers on the behalf of the State's local sub-recipients. If a subrecipient is purchasing ten or fewer buses, then the resident inspector requirements will be waived. However, the subrecipient, or original recipient, must verify that the buses meet the contract specifications by road testing and visually inspecting the buses.

FMVSS Certification

1. Must my ADA-compliant buses be FMVSS certified?

Yes. All buses that are subject to the FMVSS regulations must meet the applicable standards.

2. Which FMVSS certifications are required?

Title 49 of the Code of Federal Regulations, Part 571 covers the rulings concerning all Federal Motor Vehicle Safety Standards.

DEFINITIONS

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

AkDOT&PF - Alaska Department of Transportation and Public Facilities

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

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

Bus – A rubber-tired automotive vehicle used primarily for the purpose of providing mass transportation service.

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

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

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

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

DOT – The United States Department of Transportation.

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

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

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

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

FTA – Federal Transit Administration, an agency of DOT.

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

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

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

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

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

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

Purchaser – The recipient or subrecipient.

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

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

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

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

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

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

Sub-recipient - A receiver of Federal financial assistance coming through another entity, such as AkDOT&PF.

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

APPENDIX A

REVIEW CERTIFICATIONS

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____(the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from _____(the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: _____

Signature: _____Title: _____

Exhibit A-1. Sample Pre-Award Buy America Compliance Certification

PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____(the recipient) certifies that there is a letter from FTA that grants a waiver to the buses to be purchased, _____ _____ (number and description of buses), from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

Date: _____

Signature: _____Title: _____

Exhibit A-2. Sample Pre-Award Buy America Exemption Certification

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____(the recipient) certifies that the buses to be purchased, _____ _____(number and description of buses) from _____(the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: _____

Signature:_____ Title: _____

Exhibit A-3. Sample Pre-Award Purchaser's Requirements Certification

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____ _____(the recipient) certifies that it received, at the pre-award stage, a copy of_____'s (the manufacturer) self-certification information stating that the buses, _____(number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____Title: _____

Exhibit A-4. Sample Pre-Award FMVSS Compliance Certification

PRE-AWARD FMVSS EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D,
_____(the recipient) certifies that it received at the pre-award stage, a statement from _____'s (the manufacturer) indicating that the buses, _____ (number and description of buses), will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date: _____

Signature: _____Title: _____

Exhibit A-5. Sample Pre-Award FMVSS Exemption Certification

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C,
_____(the recipient) certifies that it is satisfied that the buses received, _____ (number and description of buses) from

_____
(the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient, or its appointed analyst_____
_____(the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date: _____

Signature: _____Title: _____

Exhibit A-6. Sample Post-Delivery Buy America Compliance Certification

POST-DELIVERY BUY AMERICA EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C,
_____(the recipient) certifies that there is a letter from FTA, which grants a waiver to the buses received,_____
_____
_____(manufacturer, number and description of buses), from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

Date: _____

Signature: _____Title: _____

Exhibit A-7. Sample Post-Delivery Buy America Exemption Certification

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C,
_____(the recipient) certifies that a resident inspector, _____(the resident inspector – not an agent or employee of the manufacturer), was at_____ 's (the manufacturer) manufacturing site during the period of manufacture of the buses, _____ (number and description of buses). The inspector monitored manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, the recipient certifies that the buses meet the contract specifications.

Date: _____

Signature: _____Title: _____

Exhibit A-8. Sample Post-Delivery Purchaser's Requirements Certification (More Than Ten Buses or Modified Vans)

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, after visually inspecting and road testing the contract buses, (the recipient) certifies that the buses,

_____

_____ (number and description of buses) from

_____(the manufacturer), meet the contract specifications.

Date: _____

Signature: _____Title: _____

Exhibit A-9. Sample Post-Delivery Purchaser's Requirements Certification (Ten or Fewer Buses or Modified Vans, or any Number of Unmodified Vans)

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____ (the recipient) certifies that it received, at the post-delivery stage, a copy of _____'s (the manufacturer) self-certification information stating that the buses, _____(number and description of buses), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date: _____

Signature:_____ Title: _____

Exhibit A-10. Sample Post-Delivery FMVSS Compliance Certification

POST-DELIVERY FMVSS EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D,_____ (the recipient) certifies that it received, at the post-delivery stage, a statement from _____'s (the manufacturer) indicating that the buses, _____(number and description of buses), are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date: _____

Signature: _____Title: _____

Exhibit A-11. Sample Post-Delivery FMVSS Exemption Certification

APPENDIX B

TYPICAL BUS COMPONENTS

The components listed below are examples of typical bus components. These lists are not meant to be exhaustive. Other components may be included in the Buy America calculation depending on the configuration of the buses.

Typical Components of Large Buses for the Buy America Content Calculation

- Air compressor and pneumatic systems
- Air conditioning compressor assemblies
- Air conditioning evaporator/condenser assemblies
- Aluminum extrusions
- Aluminum, steel, or fiberglass exterior panels and interior trim
- Designation sign assemblies
- Door control systems
- Drive shaft assemblies
- Driver's seat assemblies
- Engines
- Entrance and exit door assemblies
- Farebox
- Floor coverings
- Flooring
- Front and rear air brake assemblies
- Front and rear bumper assemblies
- Front and rear end cap assemblies
- Front axle assemblies
- Front suspension assemblies
- Generator/alternator and electrical systems
- Heating systems
- Interior lighting assemblies
- Passenger seats
- Radio
- Rear axle assemblies
- Rear suspension assemblies
- Specialty steel (structural steel tubing, etc.)
- Steering system assemblies
- Transmissions
- Wheelchair lifts and ramps
- Wheelchair securment and tie-down devices
- Window assemblies

Typical Components of Small Buses for the Buy America Content Calculation

- Air conditioning compressor assemblies
- Air conditioning evaporator/condenser assemblies
- Aluminum extrusions
- Aluminum, steel, or fiberglass exterior panels and interior trim
- Designation sign assemblies
- Door control systems
- Drive shaft assemblies
- Driver's seat assemblies
- Engines
- Entrance and exit door assemblies
- Farebox
- Floor coverings
- Flooring
- Front and rear air brake assemblies
- Front and rear bumper assemblies
- Front and rear end cap assemblies
- Front axle assemblies
- Front suspension assemblies
- Generator/alternator and electrical systems
- Heating systems
- Interior lighting assemblies
- Passenger seats
- Pneumatic systems
- Radio
- Rear axle assemblies
- Rear suspension assemblies
- Specialty steel (structural steel tubing, etc.)
- Steering system assemblies
- Transmissions
- Wheelchair lifts and ramps
- Wheelchair securment and tie-down devices
- Window assemblies

APPENDIX C

BUY AMERICA WAIVERS

Inconsistency With the Public Interest
[STAA, §165 (b)(1) and 49 CFR Part 661, §661.7(b)]

The Administrator may waive the Buy America requirements if the Administrator finds that compliance with the requirements would be inconsistent with the public interest. This includes waivers for prototype vehicles and first time items being produced by foreign firms relocating facilities to the United States.

This waiver may be granted for end products, as well as for components and subcomponents. If a component or subcomponent is granted this waiver, the component or subcomponent is considered to be of domestic origin and its entire cost may be used for the purposes of calculating the domestic content requirement.

Non availability of Materials
[STAA, §165 (b)(2) and 49 CFR Part 661, §661.7(c)]

The Administrator may waive the Buy America requirements if the Administrator finds that the item for which a waiver is being requested is not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

This waiver will be granted if no responsive and responsible bids are received offering the item in the United States. It will also be granted in the case of sole source procurements.

If a component or subcomponent is granted this waiver, the component or subcomponent is considered to be of domestic origin and its entire cost may be used for the purposes of calculating the domestic content requirement.

Price-Differential
[STAA, §165 (b)(4) and 49 CFR Part 661, §661.7(d)]

The Administrator may waive the Buy America requirements if the Administrator finds that a domestic product will cost more than 25 percent of an equivalent foreign product.

The 25 percent applies to the cost of an end product, not the cost of the contract. The preamble to the Rule states, "the price differential is not to be applied to the overall contract between the grantee and its supplier, but to the comparative costs of each individual item (end product) being supplied." Therefore, if the inclusion of a domestic component increases the cost of a bus by more than 25 percent over that if a foreign-manufactured component were used, then a waiver may be given.

Excepted Articles, Materials, and Supplies
[49 CFR Part 661, §661.7 (App. A)(a)]

Title 48 of the CFR, Part 25, Section 104 (Federal Acquisition Regulation; Foreign Acquisition, "Excepted Articles, Materials, and Supplies") establishes articles, materials, and supplies exempt from the Buy America requirements and may be amended from time to time. This waiver falls under the waivers set forth in STAA, §165 (b)(1) and (b)(2).

Fifteen Passenger Chrysler Vans and Wagons
[49 CFR Part 661, §661.7 (App. A)(b) and (c)]

Fifteen passenger vans and wagons produced by the Chrysler Corporation are exempt from the Buy America final assembly requirement only; the domestic content requirement is not waived. This waiver falls under the waiver set forth in STAA, §165 (b)(1).

Microcomputer Equipment
[49 CFR Part 661, §661.7 (App. A)(d)]

Microcomputer equipment, including software, from a foreign source is exempt from the Buy America requirements. This waiver falls under the waiver set forth in STAA, §165 (b)(1) and (b)(2).

Foreign Spare Parts
[49 CFR Part 661, §661.11 (App. A)(a)]

The Buy America requirements are waived for spare parts from a foreign source, if the total cost of the foreign spare parts being procured is 10 percent or less of the contract value. This exception applies only if the spare parts are being procured with the end products in which they will be installed.

APPENDIX D

New Vehicle Inspection Form

Vehicle is Owned by: _____ Date: _____
Vehicle Vendor: _____ Test Location: _____
Vehicle Manufacturer: _____ Inspector: _____
Type of Vehicle: _____ VIN #: _____
Mileage: _____

Visual Inspection					
Exterior Items:	**Location:**	**Requirement:**	**OK**	**NA**	**Problem:**
Headlight	Right	Lights Operate (high & low beam)			
Headlight	Left	Lights Operate (high & low beam)			
Tail Light	Right	Light Operates			
Tail Light	Left	Light Operates			
Turning Light	Front Right	Light Blinks			
Turning Light	Front Left	Light Blinks			
Turning Light	Rear Right	Light Blinks			
Turning Light	Rear Left	Light Blinks			
Parking Lights	Front	Lights Operate			
Parking Lights	Rear	Lights Operate			
Hazard Warning Signals	Front, Rear	Lights Flash			
Side Marker Lights	Left, Right	Lights Operate			
Windshield	Front	No cracks or chips			
Side Windows	Sides	No cracks, weather proof seals			

Exterior Items:	Location:	Requirement:	OK	NA	Problem:
Rear Window	Rear	No cracks or chips			
Side Mirrors	Left, Right	Adjustable, no cracks			
Escape Hatch	Ceiling	Opens, latches, properly sealed against weather.			
Paint and Finish		Correct color, free of defects			
Batteries		Anchored, date marked on battery			
Engine		Fluid levels as recommended in owners manual (radiator, oil, windshield washer, and hydraulic). Hoses, belts, and wiring tight.			
Rear Door		Operates, latches properly, properly sealed against weather.			
Tires		New condition, proper inflation.			
Wheels		Lug nuts tight			
Tow Hooks		Present			
Mud Flaps	Fender well	Secure			
FMVSS Sticker (Federal Motor Vehicle Safety Standards)		Sticker located on edge of driver door.			

Interior Items:	Location:	Requirement:	OK	NA	Problem:
Dash Board Lights		Dash board lights work			
Dash Board Guages		Guages work			
Defroster		Defroster clears window rapidly			
Heater		Blower works and heat level adjusts			
Air Conditioner		Operates			

Interior Items:	Location:	Requirement:	OK	NA	Problem:
Interior Lights		All lights operate			
Door Hinges		All doors operate smoothly			
Door Locks		All locks function, keys work			
Inside Rearview Mirror		Adjustable, no cracks, anti-glare feature control works			
Window		Windows open and close easily			
Window/Emergency Exits		All emergency exits open easily			
Fire Extinguisher		Date on tag current			
First Aid Kit		Complete			
Bio-Hazard Kit		Complete			
Seat Belt Cutter		Within driver's reach			
Hazard Triangles		Present			
Radio/CD		Operates			
Horn		Operates			
Driver Seat		Adjusts and is firmly anchored to floor. Fabric free from stains and defects.			
Passenger Seats		Firmly anchored to floor. Fabric free from stains and defects.			
Folding Seats		Firmly anchored to floor. Latches in open and closed positions. Fabric free from stains and defects.			
Seat Belts		Belts anchored, buckles function.			
Wheelchair Lift		Securely bolted, sufficient hydraulic fluid			
Interior Paneling		Absence of rough edges. Screws tight.			

Road Test				
	Requirement:	**OK**	**NA**	**Problem:**
Engine	Engine starts easily			
Remote Starter	Starts vehicle			
Backup Warning Device	Warning device beeps			
Wheelchair Lift	Does not rattle when vehicle is driven			
Wheelchair Lift	Deploys and retracts			
Wheelchair Lift	Lift can be deployed manually			
Wheelchair Lift	Restraint belt must be buckled before lift can be activated			
Wheelchair Lift Rollstop	Rollstop lowers when platform contacts ground. Rollstop rises when platform leaves ground.			
Parking Brake	Brake indicator functions, prevents vehicle movement.			
Brakes	Don't pull vehicle to either side.			
Steering Wheel	Vehicle turns easily			
Acceleration	Vehicle accelerates appropriately			

APPENDIX E

ROLLING STOCK BIDDING PROCESS Transit System:

REQUIRED IN REQUESTS FOR PROPOSALS/BIDS FOR ROLLING STOCK (proposals must be reviewed by AkDOT&PF before being distributed)

FTA REQUIRED CLAUSES		
	REQUIREMENT	**COMMENTS**
	No Federal government obligations to third-parties by use of a disclaimer	All
	Program fraud and false or fraudulent statements and related acts	All
	Access to Records	All
	Federal changes	All
	Civil Rights (EEO, Title VI & ADA)	All
	Termination Provisions	>$10,000
	Disadvantaged Business Enterprises (DBEs)	All
	Incorporation of FTA Terms	All
	Suspension and Debarment	>$25,000
	Buy America, Rolling Stock	>$100,000, all ARRA purchases
	Provisions for resolution of disputes, breaches, or other litigation	>$100,000
	Lobbying	>$100,000
	Clean Air	>$100,000
	Clean Water	>$100,000
	Cargo Preference	Involving property that may be transported by ocean vessel

	REQUIREMENT	COMMENTS
	Fly America	Involving foreign transport or travel by air
	Contract Work Hours & Safety Standards Act	>$100,000
	Energy Conservation	All
	ADA Access	All

VENDOR CERTIFICATION		
	REQUIREMENT	COMMENTS
	FMVSS	

SUPPORTING DOCUMENTATION FOR SUB-RECIPIENT CERTIFICATIONS		
	REQUIREMENT	COMMENTS
	Copy of the bus testing report from the Altoona Bus Research and Testing Center	Buses and modified vans procured with FTA funds, does not apply to unmodified vans, including vans with raised roofs or lifts installed in strict conformance with the original equipment manufacturer modification guidelines
	Proof of Buy America, including:	. Disclosure by the manufacturer of the final assembly location
		. Listing of the component and subcomponents that will be used to calculate the percent of domestic content and the actual cost or % of domestic content for each
		. Cost (actual or percent of total) of combined domestic components
		. Country of origin
		. Description of final assembly activities

SUB-RECIPIENT CERTIFICATIONS		
	REQUIREMENT	**COMMENTS**
	Buy America Certification	
	Verify the vendor is on the FTA Approved TVM List, only required for transit manufacturers, not automobile manufacturers	http://www.fta.dot.gov/documents/TVM_2009.8.4.2009.xls.xlspostingC.pdf

APPENDIX F

PRE-AWARD VEHICLE PROCUREMENT CHECKLIST Transit System:

MUST BE APPROVED BY AkDOT&PF PRIOR TO ORDERING

FTA REQUIRED CLAUSES		
	REQUIREMENT	**COMMENTS**
	No Federal government obligations to third-parties by use of a disclaimer	All
	Program fraud and false or fraudulent statements and related acts	All
	Access to Records	All
	Federal changes	All
	Civil Rights (EEO, Title VI & ADA)	All
	Termination Provisions	>$10,000
	Disadvantaged Business Enterprises (DBEs)	All
	Incorporation of FTA Terms	All
	Suspension and Debarment	>$25,000
	Buy America, Rolling Stock	>$100,000, all ARRA purchases
	Provisions for resolution of disputes, breaches, or other litigation	>$100,000
	Lobbying	>$100,000
	Clean Air	>$100,000
	Clean Water	>$100,000
	Cargo Preference	Involving property that may be transported by ocean vessel
	Fly America	Involving foreign transport or travel by air
	Contract Work Hours & Safety Standards Act	>$100,000

	REQUIREMENT	COMMENTS
	Energy Conservation	All
	ADA Access	All

VENDOR CERTIFICATION		
	REQUIREMENT	COMMENTS
	FMVSS	

SUPPORTING DOCUMENTATION FOR SUB-RECIPIENT CERTIFICATIONS		
	REQUIREMENT	COMMENTS
	Copy of the bus testing report from the Altoona Bus Research and Testing Center	Buses and modified vans procured with FTA funds, does not apply to unmodified vans, including vans with raised roofs or lifts installed in strict conformance with the original equipment manufacturer modification guidelines
	Proof of Buy America, including:	. Disclosure by the manufacturer of the final assembly location
		. Listing of the component and subcomponents that will be used to calculate the percent of domestic content and the actual cost or % of domestic content for each
		. Cost (actual or percent of total) of combined domestic components
		. Country of origin
		. Description of final assembly activities

SUB-RECIPIENT CERTIFICATIONS		
	REQUIREMENT	**COMMENTS**
	Pre-Award and Post-Delivery Audit Certification of Compliance	
	Pre-Award Purchaser's Requirements Certification	
	Pre-Award FMVSS Compliance Certification	
	Pre-Award Buy America Certification with supporting documentation	
	Verify the vendor is on the FTA Approved TVM List, only required for transit manufacturers, not automobile manufacturers	http://www.fta.dot.gov/documents/TVM_2009.8.4.2009.xls.xlspostingC.pdf

APPENDIX G

POST-DELIVERY VEHICLE PROCUREMENT CHECKLIST

Transit System:

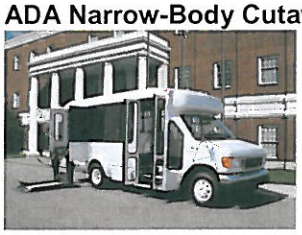
MUST BE APPROVED BY AkDOT&PF PRIOR TO PAYMENT

SUPPORTING DOCUMENTATION FOR SUB-RECIPIENT CERTIFICATIONS		
	REQUIREMENT	**COMMENTS**
	Post Delivery Proof of Buy America, including:	. Disclosure by the manufacturer of the final assembly location
		. Listing of the component and subcomponents that will be used to calculate the percent of domestic content and the actual cost or % of domestic content for each
		. Cost (actual or percent of total) of combined domestic components
		. Country of origin
		. Description of final assembly activities

SUB-RECIPIENT CERTIFICATIONS		
	REQUIREMENT	**COMMENTS**
	Pre-Award and Post-Delivery Audit Certification of Compliance	
	Post Delivery Purchaser's Requirements Certification	
	FMVSS Certification	
	Post-Delivery Buy America Certification with supporting documentation	

SUB-RECIPIENT REPORTS, ETC		
	REQUIREMENT	**COMMENTS**
	New Vehicle Inspection Form	
	Proof of Vehicle Insurance, minimum coverage of $500,000 combined single limit per occurrence	
	Copy of Application for Title & Registration with AkDOT&PF as lienholder	**Please use the following address for AkDOT&PF PO Box 112500 Juneau, AK 99811**

APPENDIX H

Class of Vehicle	Passenger Seating *(EXCLUDING THE DRIVER SEAT)*	Estimated Cost[1] *(EXCLUDES SHIPPING TO SEATTLE[2])*
ADA Minivan	4 passenger seats & 1 wheelchair station	**$45,000**
(ADA Lowered Floor Ramp-Equipped Minivan)	3 passenger seats & 2 wheelchair stations	
Do not request if you do not have paved roads, good winter road maintenance, and very limited snowfall!!! It is too low to the ground for poor road conditions (only about 7 inches clearance).		
ADA TAXI Minivan	4 passenger seats & 1 wheelchair station	**$45,000**
(ADA Lowered Floor Ramp-Equipped Minivan)	3 passenger seats & 2 wheelchair stations	
Do not request if you do not have paved roads, good winter road maintenance, and very limited snowfall!!! It is too low to the ground for poor road conditions (only about 7 inches clearance).		
ADA Van Conversion*+▼	6 passenger seats & 1 wheelchair station	**$45,000**
ADA Narrow-Body Cutaway*+ 	8 passenger seats & 2 wheelchair stations	**$53,000**

[1] These are estimates only. Actual budgetary costs should be determined based upon specific need and available features.
[2] Contact your local shipping representative for quote from Port of Seattle
* Available with *optional* 4x4 conversion
\+ Available with *optional* drop down chain system
▼ Check with your insurance company about coverage for pop-top conversion
* Available with *optional* 4x4 conversion

(ADA Small Bus on Narrow-Body Cutaway Chassis)	At least 2 passenger seats & 3 wheelchair stations	
ADA Standard-Body Cutaway*+ (ADA Small Bus on Standard Commercial Cutaway Chassis)	12 passenger seats & 2 wheelchair stations 6 passenger seats & 4 wheelchair stations	**$60,000**
ADA Mid-Size Bus*+	17 passenger seats & 2 wheelchair stations	**$100,000**
ADA Stretcher-Equipped Paratransit Vehicle*+▼	At least 2 passengers & 1 stretcher; seating similar to Narrow-Body Cutaway when stretcher is removed	**$60,000**
Non-ADA Standard Minivan° No photo available	7 passenger seats & no wheelchair stations	**$40,000**
Non-ADA Standard Passenger Van° No photo available	8 passenger seats & no wheelchair stations	**$45,000**
Non-ADA Narrow-Body Cutaway*+° Non-ADA Small Bus on Narrow-Body Cutaway Chassis)	10 passenger seats & no wheelchair stations	**$47,000**

+ Available with *optional* drop down chain system
* Available with *optional* 4x4 conversion
+ Available with optional drop down chain system
▼ Check with your insurance company about coverage for pop-top conversion
° Agencies considering NON-ADA compliant vehicles must meet ADA standards for accessibility. Agencies must be able to provide a comparable level of service or have a written contract with another agency within the coordination group or service area to provide compliant accessible service.

APPENDIX I

Schetky Northwest Contract

CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)	CONTRACT AWARD NUMBER 1430CA1

ORDERING DEPARTMENT	COMMODITY CODE	DATE OF CONTRACT
HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508		6/1/09
	NUMBER & PERIOD OF RENEWAL OPTIONS NONE	PR NO./DATE ASSIGNED
	DATE INITAL CONTRACT BEGINS 6/1/09	DATE INTIAL CONTRACT ENDS 5/31/12

CONTRACTOR ADDRESS: SCHETKY NORTHWEST SALES, INC. 8430 NE KILLINGSWORTH ST. PORTLAND, OR 97220	GS VENDOR CODE:
	ISSUED IN ACCORDANCE WITH BID # SEF- 1430 DATED:
	PRICE ADJ. REQ. PRIOR TO EACH RENEWAL:
CONTACT NAME: BOB PETROVSKI	CPI/PPI BASE INDEX POINTS & MO/YR:
	REVIEW DATE: RENEWALS EXPIRE (MO/YR):
TELEPHONE NUMBER: (800) 255-8341 X. 114 / (503) 287-2931	ESTIMATED VALUE OF INITAL TERM: $1,800,000.00 REBID:

SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508

NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.

DESCRIPTION

THREE YEAR CONTRACT FOR THE PURCHASE OF PARATRANSIT VEHICLES OBTAINED THROUGH A FEDERAL TRANSIT ADMINISTRATION 5310 PROGRAM AND ALASKA MENTAL HEALTH TRUST CAPITAL GRANT PROGRAMS.

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I. STANDARD TERMS & CONDITIONS

II. SPECIAL TERMS & CONDITIONS

III. OFFER

IV. BID PRICE SCHEDULE

V. SPECIFICATIONS

VI. ATTACHMENTS

CONTRACTING AUTHORITY NAME & TITLE	SIGNATURE
KRISTI PETTY, CONTRACTING OFFICER II	K Petty

TELEPHONE NO.: 907-269-0793 FAX NO.: 907-269-0801

IMPORTANT
1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.
2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.

SECTION I

STANDARD TERMS AND CONDITIONS

1.0 ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.

2.0 ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.

3.0 AMENDMENTS: Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.

4.0 ASSIGNMENT: A bidder may not assign any portion of a contract unless authorized in advance and in writing by the Contracting officer.

5.0 AUTHORITY: This solicitation is written in accordance with Alaska statutes AS 36.30 and 2 AAC 12.

6.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.

7.0 CONFLICT OF INTEREST: A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.

8.0 DEFAULT: In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.

9.0 DELIVERY: All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.

DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

FORCE MAJEURE (Impossibility to perform): Neither party to this contract shall be held responsible for responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

11.0 HUMAN TRAFFICKING:

12.0 By signature on this contract, the offeror certifies that:

12.1. the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or

12.2. if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons

Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

13.0 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/

14.0 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

15.0 This pertains to goods and services above $50,000.00.

16.0 **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

17.0 **INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

INSURANCE:

19.0 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

20.0 Proof of insurance is required for the following:

20.1. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

20.2. Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per occurrence.

20.3. Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per occurrence.

21.0 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

22.0 **ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

23.0 NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

24.0 PAYMENT: Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

25.0 QUANTITIES: The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.

26.0 SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

27.0 SHIPPING DAMAGE: The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.

28.0 STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.

29.0 SUCCESSORS IN INTEREST: This contract shall be binding upon successors and assigns.

30.0 SUITABLE MATERIALS: All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.

31.0 TAXES: Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.

32.0 USE OF BRAND OR TRADE NAMES: Brand or trade names used by the State in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.

33.0 WARRANTY: Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SECTION II

SPECIAL TERMS AND CONDITIONS

1.0 DELIVERY:

1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):

1.1.1 Dealer and vehicle identification.

1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.

1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.

1.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.

1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.

1.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.

1.2 **Delivery Receipt:**

1.2.1 A delivery receipt will be required for the delivered units. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.

1.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. The Regional Equipment Manager is to be contacted regarding delivery coordination and contacts.

1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

2.0 LINE SHEETS/BILL OF MATERIALS:

2.1 It is required within 30 days after delivery that the successful bidder provide a comprehensive listing of all components used to assemble the unit.

2.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.

2.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, plows, snow wings, belly blades, cranes, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.

2.3.1 On after-market items that are installed, part numbers with descriptions, such as, but not limited to hydraulic fittings, are to be provided.

2.4 A minimum of two (2) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

3.0 F.O.B. POINT:

3.1 Price is to be based on delivery to Seattle/Tacoma dockside area.

3.2 The F.O.B. point for this contract is the final destination as listed in Section V, Bid Schedule. Ownership of, and title to, the ordered item remains with the contractor until delivery to final destination and acceptance by the State.

3.3 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dockside will be handled as follows. The contractor will prepay the shipping and delivery charges to final destination. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.

3.4 All shipping charges over $100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.

4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of working r days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of a Paratransit Vehicle of this class, that daily rental fee is determined to be $205.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.

4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 WARRANTY:

5.1 Warranty: Unless otherwise stipulated by this ITB, the successful bidder will provide a 36-month/36,000 mile warranty on the chassis and a 12 month/12,000 mile on the bus body and all components.

5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for the first 12-months, from the date the unit is placed in service at the assigned location.

5.1.2 Door frames to be warranted against corrosion for a minimum of 5 years or 75,000 miles whichever comes first.

5.1.3 Full Warranty Coverage includes all cost of labor, parts, freight of parts or associated tools, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.

5.1.4 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

5.1.5 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

5.1.6 Warranty on Attachments: Same as Standard Warranty Package.

5.1.7 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

5.2 **Warranty Claims:**

5.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the warranty work, actual costs will be used for reimbursement.

5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.

5.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.

5.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.

5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.

5.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be $84.00 per hour. Actual repair time will be used.

5.3 **Authorized Warranty Dealer (Contractor) and Subcontractor:**

5.3.1 The use of a subcontractor does not exclude any provisions as listed in this ITB, as requirements to the contractor.

5.3.2 The ultimate responsibility for warranty lies with the contractor (bidder).

5.4 **Factory Recall:**

5.4.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

6.0 REPAIR ORDERS AND DOCUMENTATION:

6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

7.0 PUBLICATIONS:

7.1 Publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

7.1.1 All manuals are to be pre-assembled in factory binders prior to delivery.

7.1.2 Internet access (lifetime of the unit) which is accessible from more than one (1) location in addition to paper for service and parts manuals is acceptable.

7.2 **Service Manuals:**

7.2.1 Complete set(s) (paper manuals) to include applicable information covering prime unit and attachments:

7.2.2 Body, chassis, and electrical

7.2.3 Engine, transmission, and differential(s) (service and rebuild)

7.2.4 Electrical and vacuum troubleshooting

7.2.5 Wiring diagrams

7.2.6 Service specifications

7.2.7 Engine/emission diagnosis

7.3 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

7.4 **Quantities:** As per Section IV – Bid Price Schedule.

7.5 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.

7.6 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

8.0 STATEMENT OF ORIGIN: The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ Transit Coordinator
3132 Channel Drive
Juneau, Alaska99801

9.0 WEIGHT VERIFICATION SLIPS: If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

10.0 INSPECTIONS:

10.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements.

If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:

10.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,

10.1.2 refund the price of any or all of the damaged goods, or

10.1.3 accept the return of any or all of the damaged goods.

10.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

11.0 PRICE:

11.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.

11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED**.

11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:

11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;

11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;

11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.

11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.

11.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

12.0 COOPERATIVE PURCHASING:

12.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer.

12.2 At no time may the contractor change the terms and conditions, alter the price to another entity which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

13.0 MANUFACTURER'S REBATE (INCENTIVES): In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

14.0 REPLACEMENT PARTS:

14.1 The State of Alaska shall expect the manufacturer to have adequate stocks of replacements parts available to service State vehicles and equipment and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles and equipment.

15.0 ADDITIONS OR DELETIONS: The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

16.0 CONTRACT ADMINISTRATION: The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

SECTION III

OFFER

(FOR BIDDER USE ONLY)

If a contract award is made by the State of Alaska, the undersigned offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions specified in ITB/Contract No. SEF-1430. Submittal of this document with authorized signature constitutes full understanding and a promise to comply with all specifications, terms and conditions of ITB/Contract No. SEF-1430.

Schetky Northwest Sales, Inc.
(Company Name)

8430 NE Killingsworth St.
(Address)

Portland, OR 97220
(City) (State) (Zip)

Bob Petrovski
(Authorized Representative (printed))

Manager, Bus Division
(Title)

(800) 255-8341 x. 114 / (503) 287-2931
(Phone and Fax No.)

bobp@schetkynw.com
(Email Address)

6/8/09
(Authorized Signature) (Date)

Alaska Business License No. **126862**

SECTION IV

BID SCHEDULE

LOT 2:

Item	Unit	Description	$ Amount
2a	1ea.	Paratransit Vehicle, standard body design, minimum 14,000 pound GVWR, gas engine powered, 4x2, single rear axle, dual rear wheels, with seating for up to 14 adult passengers and 1 driver. State Class #204, per specification #204-SB15WC4x2 Body - Year, Make and Model Offered: **2009 ElDorado National Aerotech** Chassis - Year, Make & Model Offered: **2010 Ford E-450 SD Cutaway 158" WB**	$51,574.00

OPTIONAL ITEMS (Pricing is required for the following items)

2b	1 ea.	Diesel Engine (In lieu of gas) ---------- (As per Spec Item 1.1.2) Provide Make/Model: **6.0L Powerstroke Diesel**	$5,495.00
2c	1 ea.	Silicon Pad Heaters and Electric Cord ---------- (As per Spec Item 1.3.1)	$320.00
2d	1 ea.	Four Wheel Drive (in lieu of 4x2 configurations): ---------- (As per Spec Item 2.3) Provide Make/Model: **Quigley**	$12,555.00
2e	1 ea.	Tire Chains ---------- (As per Spec Item 3.11)	$2,325.00
2f	1 ea.	Optional Battery Storage Location ---------- (As per Spec Item 6.2.1.1.5)	($400.00)
2g	1 ea.	Auxiliary Heater ---------- (As per Spec Item 6.4.1.7)	$1,640.00
2h	1 ea.	Vinyl Floor Covering ---------- (As per Spec Item 6.7.6.1.1)	$200.00
2i	1 ea.	SEATS INC Driver's Seat ---------- (As per Spec Item 6.9.3.1)	$735.00
2j	1 ea.	Fold Down Child Restraint Seats ---------- (As per Spec Item 6.9.4.1.2)	$905.00
2k	1 ea.	Anti-Bacterial Seat Fabric ---------- (As per Spec Item 6.9.4.1.3)	$25.00

2l	1 ea.	Freeman Seat Side Sliders ---------- (As per Spec Item 6.9.4.1.4)	$25.00
2m	1 ea.	Third (3rd) Wheelchair Position ---------- (As per Spec Item 6.9.5.2)	$701.00
2n	1 ea.	Fourth (4th) Wheelchair Position ---------- (As per Spec Item 6.9.5.3)	$1,477.00
2o	1 ea.	Wheelchair Restraint System ---------- Price per Kit (As per Spec Item 6.9.5.8.3.1)	$40.00
2p	1 ea.	Rear Emergency Door ---------- (As per Spec Item 6.12.4)	$610.00
2q	1 ea.	ASTRO START Remote ---------- (As per Spec Item 11.2)	$350.00
2r	1 ea.	Publications ---------- (As per Spec Item 11.3)	$227.00
2s	1 ea.	First Aid Kit ---------- (As per Spec Item 11.4)	$50.00
2t	1 ea.	Body Fluid Clean-Up Kit ---------- (As per Spec Item 11.5)	$40.00

TOTAL PRICE FOR LOT 2 (Includes items 2a through 2t) $78,894.00

Note: For the following optional items, pricing is not required and will not be used as part of the bid total.

2u	1 ea.	MOR/ryde Suspension System: ---------- (In lieu of standard suspension) (As per Spec Item 3.4.1)	$1,080.00
2v	1 ea.	Engine High Idle System ---------- (As per Spec Item 5.3.17)	$0
2w	1 ea.	XL Bus Floor Panels ---------- (As per Spec Item 6.7.4)	$300.00
2x	1 ea.	Wheelchair Lift with 32x51 inch Platform ---------- (As per Spec Item 6.10.2.1)	$370.00

Note: The State will have the option of purchasing any or all of the OPTION items. Items will be required to be ordered with the unit.

FOB: All prices are to be FOB dockside, Seattle/Tacoma Washington. The contractor will be required to complete shipment to the final destination and bill back actual freight as an additional line item on the invoice. A copy of the actual freight bill must accompany all requests for reimbursement.

Weight Verification Slips: Bidder is to provide a certified scale house weight ticket with the MSO and Invoice.

Required Manuals including Service Bulletins: To be delivered to the receiving entity as noted on the purchase order, no later than 30 days after receipt of the unit.

Required Delivery: Not later than 120 working days after the receipt of the chassis. Vendors are required to provide the expected delivery time to the purchaser within 14 working days of receipt of the order.

Contract Note: Prices must remain firm for 180 days after award, reference Section III, Paragraph 11.0. The State Transit Coordinator may approve purchase by the State, other government entity or approved grantee of up to sixty (60) units on the contract.

SECTION V - SPECIFICATIONS

SPECIFICATION #204-SB15WC4x2
Standard Body Design Paratransit Vehicle
Minimum 14,000 Pound GVWR
February 20, 2009

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the latest manufacturer's current production model and design **Standard Body** Paratransit vehicle with wheelchair lift.

Seating (including optional) to allow for at least three (3) different seating arrangements:

[1] Include driver and passenger seating for 12 ambulatory persons and two (2) wheelchair positions.

[2] Priced as an option. Include driver and passenger seating for minimum six (6) ambulatory persons and three (3) wheelchair positions.

[3] Priced as an option. Include driver and passenger seating for minimum six (6) ambulatory persons and four (4) wheelchair positions.

Refer to seating specifications. To be equipped with one (1) passenger door, one (1) driver's door, and one (1) wheelchair access door. Also, an optional rear emergency door is to be priced.

Note: Other options, such as remote engine start, tire chains, 4x4, and diesel engine are to be priced separately as well.

The vehicle is to provide maximum passenger appeal in appearance, comfort and safety combined with excellence in reliability, operating characteristics and economy of operation.

The vehicle shall be designed so that continuous operation can be performed without any additional alterations being necessary for extreme weather conditions as experienced in Anchorage, Alaska.

The vehicle is for service in routes, which include both highway uses with relatively long distance between stops and in town use with relatively frequent stops.

The vehicle should be capable of legal highway speeds, yet be able to negotiate grades of up to 15% (percent) with a standing load.

The vehicle shall afford features essential for safe, fast, efficient and comfortable operation by the conditions and adequate means for safe passenger movement.

The vehicle must be maneuvered easily in normal and heavy traffic.

The design of the body, chassis and equipment, which the manufacturer proposes to furnish, shall be such as to produce a vehicle of substantial and durable construction in all respects.

No advantage shall be taken by the manufacturer in the omission of any part or detail, which goes to make the bus complete and ready for service, even though such parts or detail are not mentioned in these specifications.

Unit to include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

The vehicle must meet all Federal and Alaska State requirements for this type of vehicle in effect at the time of delivery. The vehicle must meet the specifications in the Department of Transportation 49 CFR, Part 38 – Americans with Disabilities Act (ADA), Accessible Specifications for Transportation Vehicles – Subparts A and B. The vehicle offered is not to require the driver to obtain a Commercial Driver's License (CDL).

APPLICATION:

General-purpose use as ambulatory and wheelchair passenger conveyance. Varying terrain and weather conditions to minus 50 degrees Fahrenheit.

DOCUMENTATION REQUIRED WITH THE BID PACKAGE:

One (1) copy of manufacturer's product brochure to be provided with bid package.

Users List: The bidder will provide a user's list of at least five (5) northern tier properties, of which at least three (3) must be U.S. properties, currently using similarly configured buses. The user's list shall include current contact names with phone numbers.

In addition, specifications marked with an asterisk (*) require supporting documentation, which indicates specifically what the bidder intends to supply in regard to said items and/or how specifications will be met. In order to help prevent technical errors, following each asterisked is space that may be used to address all of the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information. You may use the area behind the asterisked item to refer to a product brochure, manufacturer's technical data sheet, or letter of clarification, which indicates specifically what you, the bidder, intend to supply in regard to said items and/or how specifications are met.

TYPICAL UNITS:

FORD E-450 Super Duty Cutaway. Provided all of the following specifications are met.

1.0 POWER TRAIN:

1.1 Engine:

1.1.1 (*) Gasoline, V10, 6.8 liter, 305 HP, 420-pound foot torque, minimum.

Triton 6.8L V-10 SOHC SMPI 20 Valve Engine

1.1.2 **OPTIONAL ITEM Pricing is required:**

1.1.2.1 (*) In lieu of the gasoline engine, an OEM diesel engine is to be provided. **Powerstroke 6.0L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine.**

1.1.2.2 (*) Diesel Engine, 6.0 liter minimum displacement.

Powerstroke 6.0L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine.

1.1.3 Anti-freeze: Permanent type, affording protection to minus 50 degrees Fahrenheit.

1.2 Exhaust System: Highest quality OEM. Shall terminate near the rear of the vehicle on the driver's side.

1.3 Starting Aids: Engine Block Heater: One (1) each, immersion type, 110 volt AC, of highest wattage as provided by OEM engine manufacturer.

1.3.1 **OPTIONAL ITEM:**

1.3.1.1 To include external silicone pad heaters for engine oil pan and transmission pan, 110 volt AC minimum 150 watt each.

1.3.1.2 All 110 volt AC heaters (engine block, engine oil, transmission) are to be routed and plugged into a single 110 volt AC arctic grade cord which is to extend out the front of the grill area by about six (6) inches minimum.

2.0 DRIVE TRAIN:

2.1 4 x 2 configurations with dual rear wheels.

2.2 Two (2) wheel Drive:

2.3 **Four wheel drive (OEM approved) OPTIONAL ITEM:**

2.3.1 In lieu of 4x2 configuration.

2.3.2 To include dual rear wheels.

2.3.3 Front and rear tires must be the same size. Different size tires on front and rear will not be accepted. (Per Am #2)

2.4 Transmission: Automatic.

2.5 Differential, Rear:

2.5.1 (*) Ratio: To provide a cruise speed of 65 MPH, minimum.

4.56 axle ratio

2.5.2 (*) Limited slip or locking type, OEM required.

Ford TRUETRACK Limited slip rear axle

3.0 CHASSIS:

3.1 (*) GVWR: Minimum of 14,500 pounds.

14,500 lb payload package

3.2 (*) Wheelbase: Minimum of 158 inches.

158" wheelbase

3.3 (*) Front Suspension: Minimum 5,000 pounds.

OEM front spring rating of 5,000 pounds

3.4 (*) Rear Suspension: Minimum 9,450 pounds. Rear suspension, right side, may require a spring spacer to be installed to eliminate sag caused by the additional weight of the wheelchair lift.

OEM rear spring rating of 9,450 pounds

3.4.1 **OPTIONAL ITEM:**

3.4.1.1 (*) In lieu of standard rear spring suspension, a MOR/ryde system is to be provided on the rear, rated at 7,800 pounds minimum. As above, the right side may require a spring spacer to be installed to eliminate sag caused by the additional weight of the wheelchair lift.

Mor/Ryde rubber shear spring rear suspension kit

3.5 Frame: To be completely prepped and painted, prior to installation of body.

3.6 Steering: Power assisted.

3.7 Brakes:

3.7.1 ABS braking system, front and rear.

3.7.2 Disc brakes front and rear.

3.7.3 OEM brake shields.

3.8 (*) Front stabilizer bar, OEM, one (1) inch diameter minimum.

Ford OEM front anti-roll bar

3.9 Shock Absorbers: Heavy-duty front and rear.

3.10 Tires and Wheels:

3.10.1 (*) Six (6) each, LT225/75Rx16E BSW "All Season", steel belted radials, mounted on OEM steel rims, minimum.

OEM LT225/75Rx16E BSW AS tires with 16.0" x 6" steel wheels

3.10.2 If 4X4 OEM approved 4X4 is selected, manufacture recommended conversion and installation is acceptable.

3.10.3 Spare tire and wheel (same as above "All Season") to be shipped loose.

3.11 **Tire Chains OPTIONAL:**

3.11.1 To be low clearance, *INSTA-CHAIN* or *ONSPOT*, automatic chain system. Installed.

3.11.2 Compressor for automatic chain system shall not be exposed to the elements. (per am 2)

3.12 (*) Fuel Tank Capacity: 55 gallons minimum.

Ford OEM 55 gallon fuel tank

4.0 ELECTRICAL:

4.1 12-volt negative ground.

4.2 (*) Alternator: 155 amp minimum.

Ford OEM 155 amp heavy duty alternator

4.3 Batteries:

4.3.1 Two (2) each, maintenance free rated, sealed type, 1100 CCA at zero degrees Fahrenheit, minimum.

4.3.1.1 OEM Battery package is acceptable providing it meets the specifications.

4.3.2 The battery storage compartment will be fitted with hooded vents that allow a continuous exchange of air through the battery compartment.

4.3.3 Batteries shall not exposed to the elements.

4.3.4 Battery compartment shall be capable of being flushed with cleaning solution.

4.3.5 A 12V DC jump lug shall be installed under hood and easily accessible.

4.3.6 Master Battery Disconnect Switch:

4.3.6.1 *COLE HERSEE* #284-02 or *POLLAK* #51-315 or *KISSLING* #35-213-151-R-900, to cut off power source from battery to the ground (ground side if possible, positive side if not) and remainder of electrical system.

4.3.6.2 To be located for easy access. Preferable on the floor between the door and the driver's seat.

4.4 Lighting:

4.4.1 Dome light, cab.

4.4.2 Headlights to be Halogen.

4.4.2.1 To include headlights "ON", audible warning device for when key is turned off and headlight switch is left on (unless the system turns off automatically).

4.4.3 Turn signals with 4-way flashers.

5.0 GAUGES, INDICATORS, INSTRUMENTS, AND PANEL:

5.1 All gauges are to read in pounds, PSI, gallons, volts, MPH, miles, Fahrenheit, etc. Gauges that also include metric are acceptable.

5.2 The layout of all controls, gauges and instrumentation is to be ergonomically designed.

5.3 Chassis to include the following, as a minimum:

5.3.1 Warning lights for low engine oil pressure and high engine coolant temperature.

5.3.2 Engine oil pressure gauge.

5.3.3 Engine coolant temperature gauge.

5.3.4 Voltmeter or ammeter.

5.3.5 Speedometer and odometer.

5.3.6 Cruise/speed control.

5.3.7 Fuel level gauge.

5.3.8 Tilt steering.

5.3.9 Parking brake warning light.

5.3.10 All non-OEM instruments shall be easily accessible for maintenance and repair and shall be mounted so that each instrument is clearly visible to the driver.

5.3.11 Each instrument shall be sufficiently illuminated.

5.3.12 AM/FM radio with CD.

5.3.13 Windshield wipers, multiple speeds, with washers and OEM installed intermittent swipe feature.

5.3.14 Heaters: Temperature/fan controls for front and rear heater. Front and rear to be separately controlled.

5.3.15 Air conditioning, chassis OEM minimum.

5.3.16 Padded sun visor on curbside for driver.

5.3.17 **OPTIONAL ITEM:**

5.3.17.1 Engine High Idle System:

5.3.17.1.1 Engine High Idle System shall be *INTERMOTIVE* "Gateway AI" or approved equal (www.Intermotive.net).

5.3.17.1.2 Fully automatic type activated when transmission is "Neutral" or "Park" position, air conditioning is operating and driver switch is on

5.3.17.1.3 Engine idle shall also increase to 1,200 RPM when system voltage drops below 12.75 volts.

5.3.17.1.4 The system is to disengage when the driver steps on the service brake or when the charging system reaches its upper limit.

5.4 Labels and Identification Plates:

5.4.1 All switches, gauges and controls are to be properly identified.

5.4.2 *"DYMO"* type tape labels are not acceptable.

5.4.3 Stick-on type labels are not acceptable, however, labels with OEM part numbers that are parts manual listed are acceptable. Otherwise, the labels are to be riveted or similar to maintain position.

5.4.4 Instruction Plates and Markings:

5.4.4.1 Where important procedures, safety warnings, or instructions are required, instruction plates must be provided at locations applicable and readily visible.

5.4.5 NO SMOKING signs are to be placed at conspicuous locations inside the van.

5.4.5.1 The plates shall be of heavy plastic laminate and engraved in a manner that instructions cannot be removed or defaced.

5.4.5.2 The instructions shall be of marked contrasting color from the background material.

5.4.5.3 The unit shall also have painted or decaled in a conspicuous location an international handicap emblem to indicate the van is not for general passenger use.

5.5 All dials, gauges, switches, controls, and ID's are to be properly lighted for day or night operation (a flexible cable night light is not acceptable).

6.0 BODY:

6.1 Cab over engine, cut-a-way, standard body, configuration:

6.2 Electrical:

6.2.1 Dual Auxiliary Batteries (For Wheelchair Lift Operation):

6.2.1.1 Battery Compartment:

6.2.1.1.1 Circuit breakers for wheelchair lift to be located in the battery compartment.

6.2.1.1.2 Location to be accessible by a latched pull out stainless steel tray with stainless steel bearing slides.

6.2.1.1.3 Compartment to be weather proofed and sealed with one-way drain vents.

6.2.1.1.4 Battery leads and circuit breaker wires going into compartment are to be weather packed.

6.2.1.1.5 **OPTIONAL ITEM:**

The dual batteries shall be contained in the vehicle's stainless steel stepwell eliminating the need for an auxiliary skirt compartment. The battery storage compartment will utilize the entry door stepwell. The entry doorframe and stepwell will be complete 14-gauge stainless steel. The battery compartment will consist of a composite tray integrated into the stainless steel stepwell; the battery tray will be removable and easily accessed from the top step of the stepwell. The battery storage compartment will be fitted with hooded vents that allow a continuous exchange of air through the battery compartment. The vents shall be located on exterior of the box and installed to prevent debris and road splash from entering. The removable stainless steel step cover will be secured with two adjustable corrosion resistant latches. Exterior housing and button of latches to be black powder coated.

Batteries shall not be exposed to the elements. Batteries shall be vented within the non-corrosive stepwell. Compartment shall be capable of being flushed with cleaning solution. Battery compartment can be replaced without removal of stepwell. A 12V DC jump lug shall be installed under hood and easily accessible.

6.2.1.2 Dual Auxiliary Batteries Master Disconnect Switch:

6.2.1.2.1 *COLE HERSEE* #284-02 or *POLLAK* #51-315 or *KISSLING* #35-213-151-R-900, to cut off power source from battery to the ground (ground side if possible, positive side if not) and remainder of electrical system.

6.2.1.2.2 To be located for easy access. Preferably on the floor between the door and the driver's seat.

6.2.2 To include 'Door Ajar' warning buzzer(s) for wheelchair lift and rear emergency doors that are open or not completely shut when vehicle's transmission is taken out of park position.

6.2.3 Special Lighting:

6.2.3.1 LED lighting for stop, turn, tail, marker (body minimum).

6.2.3.1.1 Complete flush mounted system shall conform to Federal (FMVSS) specification #108. Flush mounted where possible.

6.2.3.2 To be provided at the interior roof and side wall locations to the following areas:

6.2.3.2.1 Driver's station courtesy light located in the driver area and shall be activated when driver's door is opened or with headlamp switch.

6.2.3.2.2 Main passenger compartment lights mounted over seats equidistant throughout the vehicle. Master switch for dome lights will be located on driver's control panel.

6.2.3.2.3 Front passenger door and step well areas. To be activated when door is opened.

6.2.3.2.4 Wheelchair lift area (inside and outside, above lift minimum), activated when door(s) open.

6.2.3.2.5 Emergency egress window designation lights, installed above each emergency egress window, red in color and activated with ignition switch in "ON" or "Accessory" position.

6.2.3.3 Roof exterior marker lights, red rear and amber front and sides shall be LED, located in uppermost areas of the front and rear caps of the vehicle to provide better visibility.

6.2.4 Back-Up Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *ECCO* Model SA917, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on the rear of the unit as per manufacturer's recommendations.

6.2.5 Wiring:

6.2.5.1 Accessory wiring to include rated breaker switches located for ease of maintenance.

6.2.5.2 To be color coded or continually numbered.

6.2.5.3 To be located for maximum protection from road splash, stone abrasion, grease, oil, fuel, and heat from engine and components.

6.2.5.4 Routing through structural members to be protected by grommets.

6.2.5.5 To be secured by clips at intervals to prevent rubbing or chafing due to movement.

6.2.5.6 The use of *SCOTCHLOCK* or similar electrical connectors is not acceptable.

6.3 Construction:

6.3.1 Body construction shall be manufacturer's standard design for maximum structural integrity, passenger safety and body lift.

6.3.1.1 The front area of the bus, where the bus body joins the chassis, design and construction shall be done in a manner that smoothly blends the two (2) differing assemblies into one (1).

6.3.1.2 All metal body parts and frame members shall be treated to prevent corrosion.

6.3.1.3 Body sides, rear and roof shall be thermally and acoustically insulated.

6.3.1.4 Body construction shall have sufficient rigidity to prevent vibration, drumming or flexing in service.

6.3.2 Welding of any body understructure to the chassis frame is not acceptable.

6.3.3 (*) All exterior panels (walls and roofs) shall be manufacturer's standard aluminum, or fiberglass, or galvanized steel.

Steel reinforced composite body structure with an exterior matrix of .020" thickness of high-gloss gel coat

6.3.4 All exterior panels shall be close end riveted, welded or bonded to the body framing.

6.3.4.1 Stainless steel screws shall be used in connection with stainless steel rivets; however, no exposed metal screws shall be permitted.

6.3.4.2 Rivets, if used, shall be flush or truss head type and not protrude above the panel surface. Rivet spacing shall be in accordance with the best practice of the bus industry.

6.3.5 All panels shall be installed so that they will shed water. The leading panel shall be lapped over the following panel and, in no case, shall the sealing of the panels be dependent on caulking alone.

6.3.6 The body shall be made tight to prevent leakage and thoroughly water tested. The chosen vendor shall provide written documentation, at not later than delivery of the unit, outlining water test procedures including the results of these tests.

6.3.7 Rub/trim Rail:

6.3.7.1 One (1) inch wide, black in color, full-length rub rail shall be on each side of the vehicle.

6.3.7.2 Exterior: Rub rails of corrosion resistant material shall be provided to help protect the bus from damage from other vehicles or obstructions.

6.3.8 Welding of any body understructure to the chassis frame is not acceptable.

6.4 Heating, Rear Passenger and Front Passenger Area (also refer to chassis heating):

6.4.1 (*) In addition to the chassis manufacturer's heavy-duty front heater and defroster for the windshield and driver's area, an above floor interior heater unit will be provided and located so as to maintain a comfortable atmosphere for the passengers and the driver during Alaska's harsh winters.

Rear heater to be minimum total of 65,000 BTU. Pro-Air 465 65,000 BTU floor heater

6.4.1.1 To include a caged fan, adjustable, two-speed, located at the upper rear curbside corner area (rear of the wheelchair lift). Switch to be driver controlled.

6.4.1.2 All heaters and defrost fans to be minimum two-speed, independently switched, and driver controlled.

6.4.1.3 Heat is also to be directed to the interior steps to help prevent ice buildup (heated air or electric pad type heaters may be utilized). Switch to be driver controlled. If pad type heaters are utilized, be sure that they are properly installed so they will not come loose due to the very harsh environment.

6.4.1.4 An auxiliary circulation pump for the rear heaters is to be installed.

6.4.1.5 Heater hoses to be insulated (*THERMOCEL* or equivalent) and routed to prevent damage.

6.4.1.6 Rear heater shall be floor or ceiling mounted.

6.4.1.7 **Auxiliary Heater OPTIONAL ITEM:**

6.4.1.7.1 (*) (*) Additional auxiliary heater when requested to be an *ESPAR* Hydronics 5 or *WEBASTO* diesel fired heater with timer.

Espar Hydronics 5 with box and timer

6.5 Air Conditioning:

6.5.1 Auxiliary air conditioning is not required, but will be accepted if it does not increase the overall vehicle price. Chassis OEM is required.

6.6 Insulation:

6.6.1 (*) Roof, sidewalls, front and rear crown's insulation, minimum R-6 rated, shall be either *VERTICEL* composite or foam seal urethane insulation, providing the most efficient insulation in an operating environment, which ranges from minus 20 to plus 110 degrees in Fahrenheit.

Verticel R-6 thermo-barrier

6.6.2 The body shall also be well insulated against operating noises and vibrations and limit interior and exterior noise levels to 85 DBA or less under full load conditions throughout the vehicle.

6.7 Floor:

6.7.1 The plywood sub-flooring (as described below) is to be bolted to the minimum 16-gauge cross-members utilizing corrosion resistant grade-5 or 10-guage Tek counter-sunk flat-head screws and nuts.

6.7.2 The entire floor shall be supported by a fully welded steel sub-floor understructure.

6.7.3 The long sills shall be equivalent to three (3) inch "C" channel, 11-gauge steel, minimum.

6.7.3.1 Long sills shall be bolted to the cab section and rubber suspension mounted to the chassis frame utilizing grade-8 nuts and bolts.

6.7.3.2 Steel sub-frame to be primed and treated with anti-corrosion primer, industrial grade.

6.7.3.3 Over the sub-frame structure shall be bolted a single sheet, or sheets, of marine grade plywood, minimum five (5) ply, ¾ (0.75) other than a single sheet, to be tongue and grove, or if not tongue and grove to have the adjoining edges sealed **or** 11/16" FRP one piece composite floor.

6.7.3.4 Floor structure to be pattern cut, with all edges sealed prior to installation.

6.7.3.5 To be completely undercoated with petroleum or asphalt based product such as *PENNS-GARD* III, *TECTYL 121-BN*, *BEGA COAT* or equal and have all edges sealed prior to installation to the steel sub-floor assembly.

6.7.3.6 Complete vehicle to be undercoated again, after final assembly, with *PENNS-GARD* III, *Z-TECH* or equal undercoating material.

6.7.4 **XL Bus Floor Panels OPTIONAL ITEM:**

6.7.4.1 Sub flooring to be CCA pressure treated or marine grade plywood ¾" XL bus floor panels treated with chromate copper arsenate and oxide formulation marine-type high solid content exterior glue.

6.7.4.2 Laminated flooring of dissimilar materials will not be excepted

6.7.5 Floor Covering:

6.7.5.1 To be smooth *Rubber Solutions Flooring or R.C.A. Transit*, minimum 1/8 (0.125) inch thick for areas under the seats.

6.7.5.1.1 **OPTIONAL ITEM:**

6.7.5.1.1.1 In lieu of above standard, floor covering to be *ALTRO* vinyl.

6.7.5.2 Entrance and aisle to be ribbed rubber type, 3/16 (0.1875) inch thick minimum.

6.7.5.3 All seams to be completely sealed to help prevent moisture from access to sub-floor.

6.7.5.4 White or Gray in color.

6.8 Interior:

6.8.1 Interior panels shall be of aluminum, or fiberglass reinforced plastic and shall provide a durable finish.

6.8.1.1 White or Gray in color

6.8.1.2 Aluminum shall have baked enamel or vinyl clad finish.

6.8.2 Passenger area headliner, fiberglass reinforced plastic, padded vinyl, or vinyl clad aluminum.

6.8.2.1 White or Gray in color

6.8.3 Stanchions, Grab Handles and Modesty Panels:

6.8.3.1 Step well:

6.8.3.1.1 A vertical stanchion and modesty panel shall be installed in the entryway at the rear of the step well.

6.8.3.1.2 Handrail shall be provided on both sides of the entry, accessible from the ground.

6.8.3.1.3 The handrails shall be capable of withstanding a force of 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure.

6.8.3.2 A vertical stanchion and modesty panel shall be installed directly rear of the driver's seat.

6.8.3.3 An over-cab storage compartment, locking, shall include a storage bin(s) to hold cleaning items such as window cleaner, paper towels, body fluid kit, engine oil, etc.

6.8.3.3.1 The overall size should be approximately 18 to 24 inches long, 6 to 8 inches wide, and 8 to 10 inches tall.

6.8.3.3.2 The storage bin does not need to have a lid.

6.8.3.4 A vertical stanchion and modesty panel shall be installed directly in front of the wheelchair lift entryway.

6.8.3.5 Contoured vertical grab handles shall be installed both right and left of the entryway, and shall be securely fastened to the interior of the doorframe.

6.8.3.6 All stanchions and handrails shall be between 1-1/4 (1.25) and 1-1/2 (1.5) inch minimum diameter, textured stainless steel or powder coated and shall be securely fastened into structural members at all mounting points.

6.8.3.6.1 Stanchions shall not be mounted to sheet metal, fiberglass, or other non-reinforced areas.

6.8.3.7 All entry and exit stanchions and railing shall be yellow powder coated. Fittings shall be stainless steel.

6.8.3.7.1 Painted, other than powder coating, stanchions and railings are not acceptable.

6.8.3.7.2 Exception is given to the wheelchair lift, which may be manufacturer's standard.

6.8.3.8 (*) Bidder shall provide a diagram with their bid package of all stanchions, handrails, and modesty panels.

See attachment

6.9 Seating:

6.9.1 Seating will not exceed 15 persons, including driver. The vehicle offered is not to require the driver to obtain a Commercial Driver's License (CDL).

6.9.2 (*) Driver and twelve (12) ambulatory passengers and two (2) wheelchair positions and have the capability to change to six (6) ambulatory passengers and four (4) wheelchair positions. Bidder is to submit with their bid package a diagram showing the different seating arrangements.

See Attached

6.9.2.1 Two (2) wheelchair positions with a four (4) point tie down systems and three- (3) point seat belt system. (Refer to "SPECIAL REQUIREMENTS" later in this specification for more details). The four-wheelchair design will also have the above tie down configuration.

6.9.3 Driver's seat, high back, bucket type, with folding inside armrest. Seat position shall be adjustable forward and rearward with tilt reclining and shall include mechanical adjustable lumbar back support. Cloth covered, not vinyl, coordinated to interior color scheme.

6.9.3.1 **OPTIONAL ITEM:**

6.9.3.1.1 In lieu of standard, driver's seat to be *SEATS INC, Freedman CL-67, ADNIK*, or approved equal 6-Way Adjustable Suspension Driver's Seat

6.9.4 Ambulatory Passenger Seats:

6.9.4.1 To be *FREEDMAN SEATING SEATS, INC.*, forward facing mid-back contour bench seats with grab handles on all seats and armrests on aisle sides.

6.9.4.1.1 The left side seats, four (4) rows, are to be mid-back bucket seats (two rows for six ambulatory passenger configurations).

6.9.4.1.1.1 Ahead of these seats will be a modesty panel, as noted previously.

6.9.4.1.2 **OPTIONAL ITEM:**

In addition to above, *FREEDMAN* seats to include fold-down Child Restraint Seats designed for children from 20 to 60 pounds in weight. To be priced per seat.

6.9.4.1.3 **OPTIONAL ITEM:**

In addition to above, FREEDMAN seats to include Anti-Bacterial Seat Fabric, MOR-CARE Vinyl or equivalent. To be priced per seat.

6.9.4.1.4 **OPTIONAL ITEM:**

In addition to above, FREEDMAN seats to include Seat Side Sliders. To be priced per seat.

6.9.4.2 Hip to Knee Space: Minimum 27-inch space between seats.

6.9.4.3 Cushion Depth: Minimum 17-inches.

6.9.4.4 Isle width to comply with minimum ADA requirements.

6.9.4.5 Each ambulatory passenger seat position shall be equipped with passenger restraint lap belts intended to hold passengers in a secure seated position during normal operation. Self-retractable seat belts are not permitted.

6.9.4.6 The female end of the buckle will be on the aisle side, 13 inches long, *ADVANCED MARKETING Part #I-064-02 or AM SAFE Part 1-1409-02*.

6.9.4.7 One (1) each, 12 inch and one (1) each 24 inch in length, seat belt extensions that are compatible with passenger seat belts and with the restraint system used in the wheelchair securement location, are to be supplied.

6.9.5 Wheelchair Positions:

6.9.5.1 There will be a total of two (2) wheelchair positions.

6.9.5.2 **OPTIONAL ITEM:**

6.9.5.2.1 A third (3rd) wheelchair position is to be priced separately. Folding seats will be accepted in this configuration. A manufacturers drawing will be submitted with the bid package for inclusion into the final contract showing the seating options available with this additional wheelchair position.

6.9.5.2.2 This may require that three (3) each ambulatory passenger seats on the left (street side) to become fold-down seats.

6.9.5.3 **OPTIONAL ITEM:**

A fourth (4th) wheelchair position is to be priced separately. Folding seats will be accepted in this configuration. A manufacturers drawing will be submitted with the bid package for inclusion into the final contract showing the seating options available with this additional wheelchair position.

6.9.5.4 Each wheelchair station shall have a four (4)-point securement device with anchor points of sufficient strength to secure a wheelchair.

6.9.5.5 No anchoring points or securement shall be attached to any door or walls of the vehicle. Exception being for wheelchair shoulder restraints to walls.

6.9.5.6 The securement system shall conform in all respects to the requirements of the ADA and will secure the wheelchair to the vehicle and provide a seatbelt for the wheelchair passenger.

6.9.5.7 The system will include fully recessed *SURE-LOK* (www.sure-lok.com) "L" track, full length (front to rear), both sides of the position and will include wheelchair passenger lap and shoulder restraints.

6.9.5.7.1 There are to be two (2) each full length (front to rear) tracks in the wheelchair position areas.

6.9.5.7.2 The inside tracks are to be on center at 15 inches.

6.9.5.7.3 The outside tracks are to be on center at 28 inches.

6.9.5.7.4 The fully recessed tracks shall be mounted flush to the floor with SAE grade-5 tapered head bolts and self-locking nuts of sufficient size to meet minimum force standards. Bolts shall be mounted at five (5) inch intervals (maximum distance) with the bolt heads flush in the track to permit easy anchor movement along the track.

6.9.5.7.5 Installation as per 49 CFR Part 571.222 b (FMVSS 222), ADA, SAE J2249, and per *SURE-LOK* recommendations.

6.9.5.8 All securement devices shall be adjustable to accommodate several types and sizes of wheelchairs.

6.9.5.9 All wheelchair tie-downs and occupant restraint systems shall be *SURE-LOK*.

6.9.5.9.1 All wheelchair strap restraints shall meet recommended force requirements as specified in Guideline Specification for

Wheelchair Securement Devices, US Department of Transportation and 49 CFR 38.23(d) which are hereby incorporated as part of these Technical Specifications.

6.9.5.9.2 There shall be a total of two (2) each, identical strap assemblies to secure the wheelchairs to the tie down track. Each strap assembly shall consist of a fixed end strap, buckle with shoulder belt, closed hood, "D" ring, end fitting, and *SURE-LOK* RETRAKTOR quick adjustment system.

6.9.5.9.3 Each wheelchair securement assembly shall include a passenger restraint lap and shoulder belts intended to hold the passenger in a secure seated position in normal operation. Self-retractable belts are not acceptable. Seatbelt assemblies shall attach directly to the rear strap assemblies of the wheelchair securement system. The wheelchair tie downs are to have a rated strength of 2,500 pounds minimum.

6.9.5.9.3.1 **OPTIONAL ITEM:**

In lieu of the above system above, to be *SURE-LOK* wheelchair restraint system kit #AL760S-4C (Auto-tensioning, auto locking retractor kit complete with S-hooks and Solo floor anchors. Pricing is to be per kit.

6.9.5.9.4 Separate storage pouches shall be made and installed near the wheelchair securement areas for the storage of all seatbelt and strap assemblies. These pouches shall not interfere with the flexible placement of wheelchairs in the various tie-down stations inside the vehicle.

6.9.5.9.5 Detailed written instructions with diagram(s) shall be supplied with detailed instructions on the proper operation, placement, and removal of wheelchair securement straps and seatbelts.

6.9.5.10 All wheelchair and seating positions are to have the passenger facing forward.

6.10 Wheelchair Lift:

6.10.1 Wheelchair lift shall be located on the right side (curbside) of the vehicle, rear of the rear drive axle.

6.10.2 (*) To be conventional 34x53 inch standard platform.

Ricon model S-5010 403/404 compliant wheelchair lift.

6.10.2.1 **OPTIONAL ITEM –** *In lieu of the above wheelchair lift a RICON* Model "KS" Clearview (US) or equivalent, with a minimum platform size of 32x51 inches is to be priced as an option.

Ricon model K-5010 Klearvue 403/404 compliant lift.

6.10.3 To be fully automatic to independently lift all sizes of manual or electric wheelchairs into the vehicle.

6.10.4 Load capacity of 800 pounds, minimum.

6.10.5 All attachments will be done through the vehicle frame. Securement of lift to vehicle shall be rigid with no flexing movement between lift frame and vehicle body.

6.10.6 Electrical connection of lift shall pass through an automatic circuit breaker at the battery end of the connection.

6.10.7 The wheelchair lift shall be completely operational while the vehicle engine is off and transmission in park. The auxiliary battery system shall be sufficient to provide for a

minimum of 12 complete cycles of the lift while the engine is off and there is 300 pounds on the lift.

6.10.8 (*) Lift controls must be ADA 403-404 compliant and operation shall be interlocked with the vehicle emergency brakes, wheelchair lift door and transmission to ensure that the vehicle cannot be moved when the lift is not stowed and the lift cannot be deployed unless the interlock is engaged.

Intermotive Gateway AI System including high idle, 403/404 lift interlock & electrical load control capable.

6.10.9 For the wheelchair lift installed, the contractor shall furnish, at time of delivery:

6.10.9.1 A complete set of written operating instructions.

6.10.9.2 A complete troubleshooting guide.

6.10.9.3 A factory warranty schedule of inspection and service.

6.10.9.4 (*) The name, address and phone number of at least one (1) factory authorized company/mechanic who can service the lift in the State of Alaska.

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6.10.9.5 A complete schematic color-coded wiring diagram for the lift and installation.

6.11 Glass/Windows:

6.11.1 Windshield, chassis manufacturer equipped with nontransparent sun visor.

6.11.2 Driver's side window to be power or manual roll up/down.

6.11.3 Window(s) forward of passenger entrance door shall be body manufacturer's standard for this model vehicle. A one (1)-piece full view curb window is preferable, however a two (2)-piece window is acceptable. If two (2) windows, the lower window shall be the largest rectangular available from the body manufacturer.

6.11.4 Passenger's entry door windows to be manufacturer's standard full glass or split glass (two-piece) located both halves of panels; minimum 31% (percent) tinted tempered glass.

6.11.5 Side passenger windows shall be manufacturer's standard for the body style bid, T-bar sliding located at top of windows tinted approximately 31% (percent) luminous transmittance as per ASTM D-1003.

6.11.5.1 One (1) window on each side shall be emergency egress, kick-out type, and clearly marked as such.

6.11.6 Wheelchair lift door window(s) to be manufacturer's standard. If double doors, minimum of one window in each door.

6.11.7 Rear Window: One (1) window, approximately 22 x 48 inches, tinted approximately 31% (percent) luminous transmittance as per ASTM D-1003.

6.11.7.1 **Note:** This rear window requirement would be deleted if a REAR EMERGENCY DOOR is being requested.

6.11.8 Water deflection drip molding shall be installed over all windows and doors.

6.12 Doors:

6.12.1 Driver's door per OEM specification.

6.12.2 Passenger Entrance Door:

6.12.2.1 To be manufacturer's standard double-leaf outward opening.

6.12.2.2 Electric transit type.

6.12.2.3 Dimensions:

6.12.2.3.1 74 inches high x 27 inches wide with minimum 26 inch clear opening between assist rails of doors when open.

6.12.2.3.2 Full height, minimum.

6.12.2.4 The meeting edges of the door shall be equipped with manufacturer's standard design material on each section that overlaps when doors are closed, forming a tight seal.

6.12.2.5 The entry door, when closed, shall match the contour of the bus body as closely as possible.

6.12.2.6 Door pivot points shall be fitted with easy access lubrication fittings or have sealed roller bearings.

6.12.2.7 Door shall be equipped with a manual emergency opening system.

6.12.2.8 There shall be a flush-mounted heavy-duty auxiliary weatherproof-keyed lock assembly located next to the side double door, providing the driver with a means of ingress/egress while maintaining security.

6.12.3 Wheelchair Lift Door:

6.12.3.1 Single or double, manufacturer's standard with clear opening to be sufficient to accommodate specified wheelchair lift assembly, with "L" handle, two (2) point latch with key lock.

6.12.3.2 Door(s) will be held in the open position by individual spring cylinders.

6.12.3.3 The door(s) shall be located on the right (curbside) side, rear of the rear axle.

6.12.4 **Rear Emergency Door OPTIONAL ITEM:**

6.12.4.1 If requested, to include upper and lower safety windows.

6.12.4.2 This would be in lieu of the single rear window described earlier in this specification.

6.12.4.3 To be centered on rear of vehicle.

6.12.4.4 To include inside handle with guard.

6.12.4.5 To be equipped with a starter interlock system that would not allow vehicle to be started until the door lock was in an unlocked position. An interior operated door lock is required.

6.12.5 All doorframes shall be of stainless steel or galvaneal steel, 14-guage minimum.

6.12.5.1 If stainless steel or galvaneal steel is not available, vendor must provide FMVSS 220 and FMVSS 221 Certification with bid. (per am 3)

6.12.6 Maintenance access panel doors shall be provided for fuel pump and access doors where necessary to service the engine, radiator, batteries, electrical fuses and relays, door controls, etc.

6.12.7 All doors shall be trimmed with channel trim on edge to help protect against damage or injury.

6.12.8 Water deflection drip molding shall be installed over all doors. If the body design is such that dripping is not a problem at the passenger and wheel chair doors, then this requirement may be deleted for those two (2) areas only.

6.13 Stepwell:

6.13.1 Enclosed type to be 14-guage stainless steel frame integrally welded to the door frame.

6.13.2 The ground to first step height is to be 12 inches maximum.

6.13.3 Step Width: 26 inches between assist rails.

6.13.4 Step Tread Depth: Eight (8) inches minimum. Step tread edges shall be flush with the step.

6.13.5 Step tread material to be heavy-duty, non-skid rubber.

6.13.5.1 Step treads to be 3/16 (0.1875) inch thick ribbed and include two (2) inch contrasting white nosing, properly sealed, on each step.

6.13.5.2 In addition, a 1/8 (0.125) inch thick smooth rubber cove molding shall be installed from the floor to the sidewall seat track.

6.13.5.3 White or Gray in color.

6.13.6 Step Risers: Seven (7) inches minimum, 9-1/2 (9.5) inches maximum.

6.13.7 To be equipped with stepwell light as described later in this specification under "Special Lighting".

6.14 Mirrors:

6.14.1 Exterior: Dual (left and right sides), minimum 6 x 9 inches with six (6) inch diameter convex mirror mounted directly below the rectangular mirrors. Right side (curbside) mirror may be fender mounted for easier viewing. Bracing to be stainless steel or powder coated.

6.14.1.1 Exterior mirrors are to be heated and include a separate dash mounted switch with amber "ON" indicator light.

6.14.2 Exterior Upper Left Rear: To be a rear cross view convex style, minimum ten (10) inches in diameter. Bracing to be stainless steel or powder coated.

6.14.3 Interior: Approximately 6 x 16 inches with up/down adjustment, located forward and above driver's seat for viewing passengers (and rear emergency door's lower glass if so equipped).

6.14.4 Bracing should be adequate to prevent vibration of the mirrors.

6.15 Roof Vent/Escape Hatch:

6.15.1 *TRANSPEC* Model 1122LP (low profile), located toward rear of vehicle.

6.16 Bumpers:

6.16.1 Front: *ROMEO RIM* help bumper.

6.16.2 Rear: *ROMEO RIM* help bumper.

6.17 Warning Triangles: To include one (1) set of three (3) each, collapsible warning triangles, complete with plastic storage box. DOT approved or equivalent.

6.18 Flares: LCD, 1 set of 2, Power Flare PF-200.

6.19 Fire Extinguisher: One (1) each, five (5) pound dry chemical with gauge, mounted with quick release mechanism in driver's area.

6.20 Safety Belt Cutter: Each vehicle will be equipped with one (1) each *SURE-LOC* or *TIE TECH* #1004 or equivalent webbing (safety belt) cutter.

6.21 The van and equipment shall meet or exceed all ADA requirements in all aspects.

7.0 MATERIALS AND WORKMANSHIP:

7.1 Workmanship shall be of the best grade and shall conform in all respects to the best practices in the industry.

7.2 Welding procedures, welding materials, and qualifications of welders shall be in accordance with standards of the ASTM and the American Welding Society (AWS) or Canadian Welding Bureau (CWB). All exposed welds shall be ground smooth after welding, if necessary, to present a smooth, workmanlike appearance. Prior to welding, the contact surfaces shall be free of scale, grease, paint, and rust.

7.3 All materials used in construction of vehicle shall conform to ASTM, SAE, or similar association standards. All materials shall be first quality.

7.4 All exposed bright metal shall be stainless steel, anodized aluminum, or chrome plated steel.

7.5 All exterior joints shall be protected and sealed by a non-shrinking sealant prior to assembly.

7.6 Where dissimilar metals are riveted or bolted together, contact surfaces shall be thoroughly cleaned and coated with heavy-duty zinc chromate primer or butyl tape. All rivets shall completely fill the holes. Rivet heads externally shall be concentric with the body of the rivets and free from rings, pits and fins.

7.7 (*) All bolts or rods passing through wood shall be cadmium, zinc plated, or stainless steel. Where wood and wood are placed together, both surfaces shall be coated with powdered aluminum and spar varnish, linseed oil and titanium oxide, urethane sealer, or *ISOCLAD* prior to assembly. Sealer/coating type must be submitted with bid.

Isolated with Sikkaflex industrial adhesive/isolator in conjunction with application of TECTYL 121BN compound.

7.8 All metal shall be thoroughly cleaned, acid etched, and painted, unless otherwise noted in this specification.

7.9 All burrs and sharp edges shall be dressed to prevent injury to passengers, operator and maintenance personnel.

7.10 All materials installed shall be new and free of rust.

7.11 Weather stripping shall have no coating of paint, adhesive or other alien material.

7.12 The body shall be free of all cracks, dents, and defects. Special care shall be taken with the outside sheathing, roof, roof bonnets, and the interior finish so that all kinks and buckles are removed before assembly to present a true and smooth finish without excessive grinding off of the material so as to weaken the structure.

7.13 The interior cavities of the body steel sub frame structure shall be treated to prevent corrosion-using *WAXOYL* or *ZIEBART*.

7.14 Understructure, including body, chassis, and wheel wells, shall be undercoated, using manufacturer's standard process. All conversion metal to be etched with rust inhibitors prior to application of undercoat, with a minimum three (3) year rustproof warranty.

7.15 The cleaning, sealing, undercoating, priming, and/or painting process shall be those methods and products which are used as standard production and/or manufacturing techniques by the manufacturer. Those products used by the manufacture in their techniques shall be acceptable unless specified otherwise in these specifications. These processes and related products shall be submitted with the bid.

7.16 All windows shall be free of any defects due to welding slag or assembly damage.

7.17 All hoses supplied in assembling the unit described in these specifications shall have PSI and temperature ratings in excess of maximum operating temperatures and pressures of fluids or materials being transferred.

7.18 Toggle switches controlling electrical components to be metal, plastic is not acceptable. Rocker arm type switches may be plastic or metal.

7.19 All brackets, nuts, bolts and miscellaneous features for attaching front and rear license plates shall be provided.

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

7.21 Water Testing:

7.21.1 After entire vehicle is assembled and painted, Body Manufacturer shall thoroughly and completely water test the vehicle for leakage. All leaks shall be sealed or otherwise corrected before vehicle shipment.

8.0 ALTOONA TESTS:

8.1 (*) These specifications describe a medium duty cutaway style paratransit bus with a design life of 7-year/200,000 miles. The vehicle shall be a medium-size cutaway style

8.2 bus, which meets all FMVSS requirements and applicable ADA regulations. Vendor shall submit copies of STURAA (Altoona) 7-year, 200,000 mile Test Report with bid submission.

Altoona Tests provided.

9.0 MISCELLANEOUS:

9.1 Instruction Plates and Markings:

9.1.1 Where important procedures, safety warnings, or instructions are required, instruction plates must be provided at locations applicable and readily visible.

9.1.2 NO SMOKING signs are to be placed at conspicuous locations inside the van.

9.1.3 The plates shall be of heavy plastic laminate and engraved in a manner that instructions cannot be removed or defaced.

9.1.4 The instructions shall be of marked contrasting color from the background material.

9.1.5 The unit shall also have painted or decaled in a conspicuous location an international handicap emblem to indicate the van is not for general passenger use.

9.2 **Remote engine start/stop system OPTIONAL ITEM:**

9.2.1 To be *ASTRO START* Model 803 remote engine system with minimum 1000-foot range.

9.3 **Publications: OPTIONAL ITEM:**

9.3.1 One (1) each complete set as per Section III – Special Terms and Conditions, paragraph 7.0.

9.4 **First Aid Kit OPTIONAL ITEM:**

9.4.1 To include a 24 Unit Unitized First Aid Kit in metal case w/gasket. (*FIRST AID PRODUCT* # 240-U or equal). Kit must be attached to vehicle or placed in a compartment that is clearly marked "First Aid Kit". (*www.First-Aid-Products.com*)

9.5 **Body Fluid Clean-Up Kit OPTIONAL ITEM:**

9.5.1 To include one (1) each *SAFETEC NATIONAL STANDARD* or equal Body-fluid Clean-up Kit. Kit must be attached to vehicle or placed in a compartment that is clearly marked "Biohazard Kit". (*www.allmed.net*)

9.6 Weight Verification Slip: Of delivered unit, to be provided to Contracting Officer with invoice and MSO as per Section V – Bid Price Schedule.

9.7 Warranty: Refer to Section V - Special terms and conditions.

9.8 Publications: Refer to Section V - Special Terms and Conditions and to Section IV - Bid Price Schedule for quantities.

9.9 Paint: Exterior to be white.

9.10 Inspection: For compliance to specifications will be held at FOB point.

END OF SPECIFICATION #204-SB15WC4x2

Attachment A

BUS TESTING:

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

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

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

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

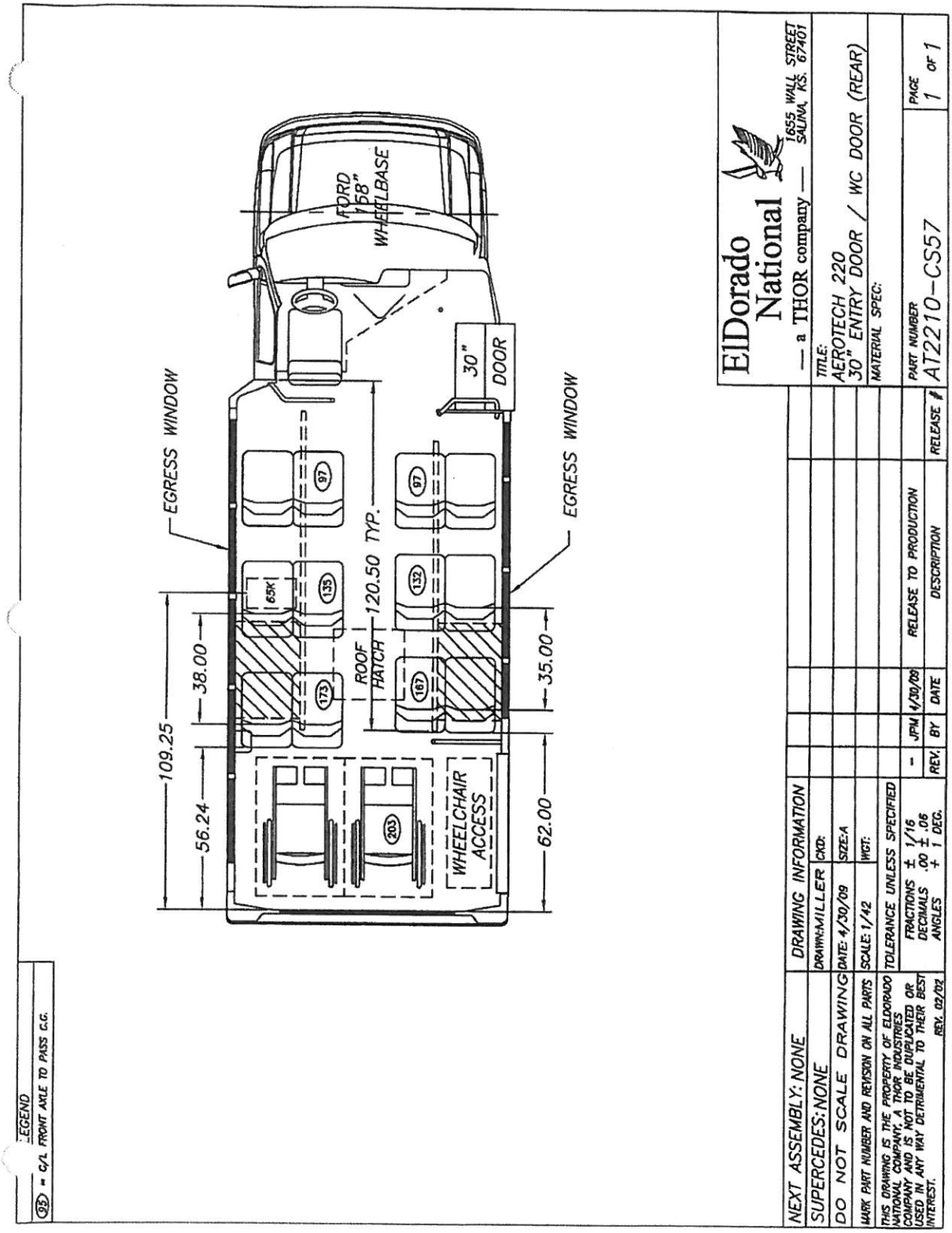
The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned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

Date: 6-08-09

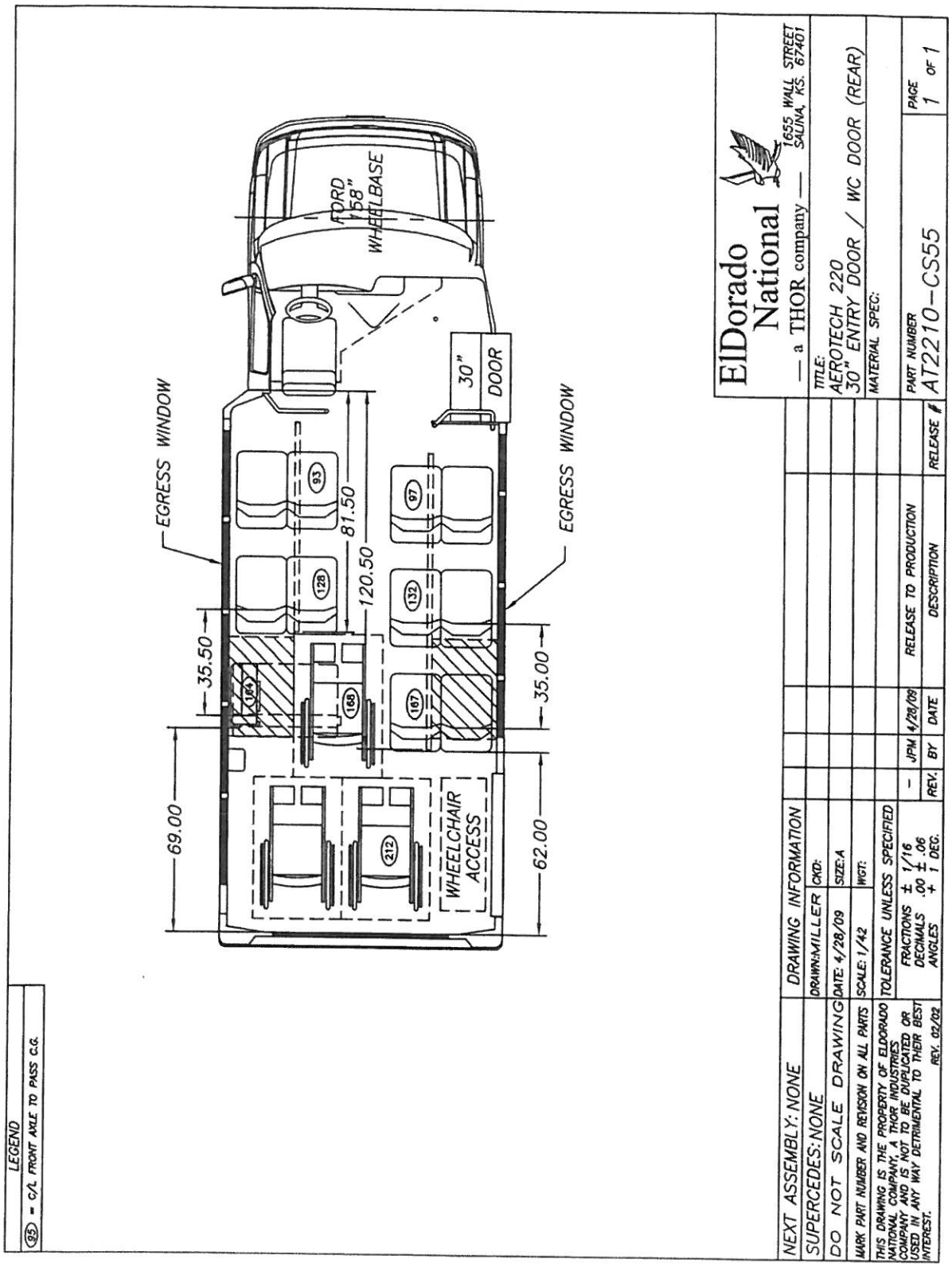
Signature:

Company Name: Schetky Northwest

Title: Manager, Bus Division



LEGEND
95 = C/L FRONT AXLE TO PASS C.G.
EGRESS WINDOW
EGRESS WINDOW
FORD 158" WHEELBASE
30" DOOR
120.50 TYP.
ROOF HATCH
WHEELCHAIR ACCESS
109.25
38.00
56.24
35.00
62.00
65K
97
135
132
173
167
203
NEXT ASSEMBLY: NONE
SUPERCEDES: NONE
DO NOT SCALE DRAWING
MARK PART NUMBER AND REVISION ON ALL PARTS
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.
REV. 02/02
DRAWING INFORMATION
DRAWN: MILLER
CKD:
DATE: 4/30/09
SIZE: A
SCALE: 1/42
WGT:
TOLERANCE UNLESS SPECIFIED
FRACTIONS ± 1/16
DECIMALS .00 ± .06
ANGLES + 1 DEG.
REV. BY DATE DESCRIPTION RELEASE #
- JPM 4/30/09 RELEASE TO PRODUCTION
ElDorado National
— a THOR company —
1655 WALL STREET
SALINA, KS. 67401
TITLE:
AEROTECH 220
30" ENTRY DOOR / WC DOOR (REAR)
MATERIAL SPEC:
PART NUMBER
AT2210-CS57
PAGE
1 OF 1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EGRESS WINDOW
EGRESS WINDOW
FORD 158" WHEELBASE
30" DOOR
WHEELCHAIR ACCESS
69.00
35.50
81.50
120.50
35.00
62.00
93
128
164
168
212
97
132
167
NEXT ASSEMBLY: NONE
SUPERCEDES: NONE
DO NOT SCALE DRAWING
MARK PART NUMBER AND REVISION ON ALL PARTS
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.
REV. 02/02
DRAWING INFORMATION
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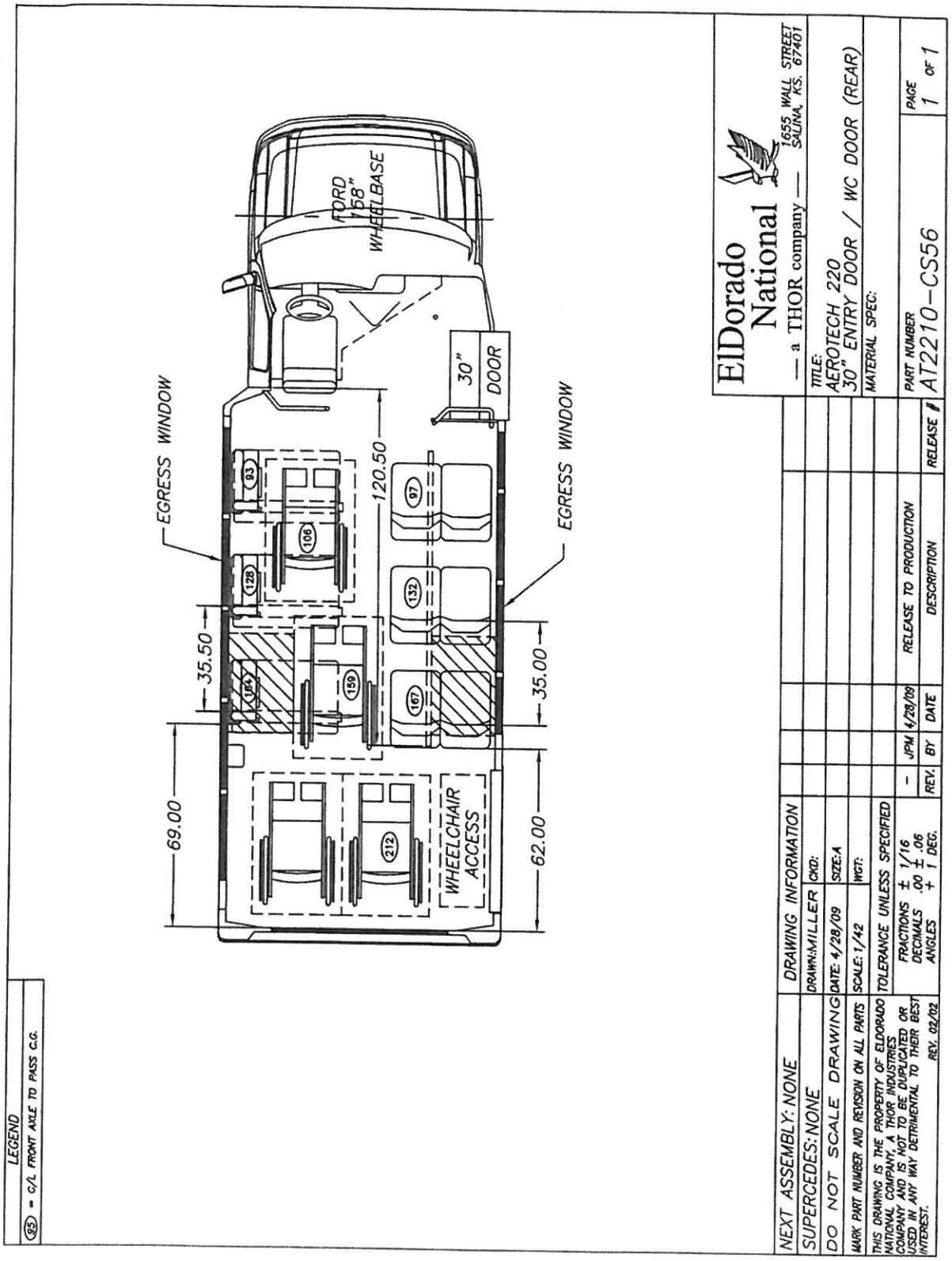
CKD:
DATE: 4/28/09
SIZE: A
SCALE: 1/42
WGT:
TOLERANCE UNLESS SPECIFIED
FRACTIONS ± 1/16
DECIMALS .00 ± .06
ANGLES + 1 DEG.
REV.
BY
DATE
DESCRIPTION
RELEASE TO PRODUCTION
JPM
4/28/09
RELEASE #
ElDorado National
— a THOR company —
1655 WALL STREET
SALINA, KS. 67401
TITLE:
AEROTECH 220
30" ENTRY DOOR / WC DOOR (REAR)
MATERIAL SPEC:
PART NUMBER
AT2210-CS55
PAGE
1 OF 1


LEGEND
95 = C/L FRONT AXLE TO PASS C.G.
EGRESS WINDOW
EGRESS WINDOW
FORD 158" WHEELBASE
30" DOOR
120.50
35.50
35.00
69.00
62.00
WHEELCHAIR ACCESS
93
106
128
97
132
164
159
167
212
NEXT ASSEMBLY: NONE
SUPERCEDES: NONE
DO NOT SCALE DRAWING
MARK PART NUMBER AND REVISION ON ALL PARTS
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.
REV. 02/02
DRAWING INFORMATION
DRAWN: MILLER
CKD:
DATE: 4/28/09
SIZE: A
SCALE: 1/42
WGT:
TOLERANCE UNLESS SPECIFIED
FRACTIONS ± 1/16
DECIMALS .00 ± .06
ANGLES + 1 DEG.
REV.
BY
DATE
RELEASE TO PRODUCTION
DESCRIPTION
RELEASE #
ElDorado National
— a THOR company —
1655 WALL STREET
SALINA, KS. 67401
TITLE:
AEROTECH 220
30" ENTRY DOOR / WC DOOR (REAR)
MATERIAL SPEC:
PART NUMBER
AT2210-CS56
PAGE
1 OF 1

APPENDIX J

EK Coaches Contract

CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)	CONTRACT AWARD NUMBER **1430CA**

ORDERING DEPARTMENT	COMMODITY CODE	DATE OF CONTRACT
HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508		6/1/09
	NUMBER & PERIOD OF RENEWAL OPTIONS NONE	PR NO./DATE ASSIGNED
	DATE INITAL CONTRACT BEGINS 6/1/09	DATE INTIAL CONTRACT ENDS 5/31/12

CONTRACTOR ADDRESS: EK COACHES 11601 CYRUS WAY SUITE 101 MUKILTEO, WA 98275	GS VENDOR CODE:
	ISSUED IN ACCORDANCE WITH BID # SEF- 1430 DATED:
	PRICE ADJ. REQ. PRIOR TO EACH RENEWAL:
CONTACT NAME: JASON K. SPORE	CPI/PPI BASE INDEX POINTS & MO/YR:
	REVIEW DATE: RENEWALS EXPIRE (MO/YR):
TELEPHONE NUMBER: (800) 366-6557 / (425) 609-1501	ESTIMATED VALUE OF INITAL TERM: $1,800,000.00 REBID:

SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508

NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.

DESCRIPTION

THREE YEAR CONTRACT FOR THE PURCHASE OF PARATRANSIT VEHICLES OBTAINED THROUGH A FEDERAL TRANSIT ADMINISTRATION 5310 PROGRAM AND ALASKA MENTAL HEALTH TRUST CAPITAL GRANT PROGRAMS.

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SECTION

I. STANDARD TERMS & CONDITIONS

II. SPECIAL TERMS & CONDITIONS

III. OFFER

IV. BID PRICE SCHEDULE

V. SPECIFICATIONS

VI. ATTACHMENTS

CONTRACTING AUTHORITY NAME & TITLE	SIGNATURE
KRISTI PETTY, CONTRACTING OFFICER II	K Petty

TELEPHONE NO.: 907-269-0793 FAX NO.: 907-269-0801

IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.
2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.

SECTION I

STANDARD TERMS AND CONDITIONS

1.0 ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.

2.0 ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.

3.0 AMENDMENTS: Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.

4.0 ASSIGNMENT: A bidder may not assign any portion of a contract unless authorized in advance and in writing by the Contracting officer.

5.0 AUTHORITY: This solicitation is written in accordance with Alaska statutes AS 36.30 and 2 AAC 12.

6.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.

7.0 CONFLICT OF INTEREST: A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.

8.0 DEFAULT: In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.

9.0 DELIVERY: All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.

DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

FORCE MAJEURE (Impossibility to perform): Neither party to this contract shall be held responsible for responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

11.0 HUMAN TRAFFICKING:

12.0 By signature on this contract, the offeror certifies that:

12.1. the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or

12.2. if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons

Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

13.0 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/

14.0 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

15.0 This pertains to goods and services above $50,000.00.

16.0 **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

17.0 **INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

INSURANCE:

19.0 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

20.0 Proof of insurance is required for the following:

20.1. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

20.2. Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per occurrence.

20.3. Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per occurrence.

21.0 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

22.0 **ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

23.0 NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

24.0 PAYMENT: Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

25.0 QUANTITIES: The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.

26.0 SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

27.0 SHIPPING DAMAGE: The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.

28.0 STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.

29.0 SUCCESSORS IN INTEREST: This contract shall be binding upon successors and assigns.

30.0 SUITABLE MATERIALS: All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.

31.0 TAXES: Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.

32.0 USE OF BRAND OR TRADE NAMES: Brand or trade names used by the State in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.

33.0 WARRANTY: Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SECTION II

SPECIAL TERMS AND CONDITIONS

1.0 DELIVERY:

1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):

1.1.1 Dealer and vehicle identification.

1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.

1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.

1.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.

1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.

1.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.

1.2 **Delivery Receipt:**

1.2.1 A delivery receipt will be required for the delivered units. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.

1.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. The Regional Equipment Manager is to be contacted regarding delivery coordination and contacts.

1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

2.0 LINE SHEETS/BILL OF MATERIALS:

2.1 It is required within 30 days after delivery that the successful bidder provide a comprehensive listing of all components used to assemble the unit.

2.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.

2.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, plows, snow wings, belly blades, cranes, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.

2.3.1 On after-market items that are installed, part numbers with descriptions, such as, but not limited to hydraulic fittings, are to be provided.

2.4 A minimum of two (2) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

3.0 F.O.B. POINT:

3.1 Price is to be based on delivery to Seattle/Tacoma dockside area.

3.2 The F.O.B. point for this contract is the final destination as listed in Section V, Bid Schedule. Ownership of, and title to, the ordered item remains with the contractor until delivery to final destination and acceptance by the State.

3.3 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dockside will be handled as follows. The contractor will prepay the shipping and delivery charges to final destination. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.

3.4 All shipping charges over $100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.

4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of working r days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of a Paratransit Vehicle of this class, that daily rental fee is determined to be $205.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.

4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 WARRANTY:

5.1 Warranty: Unless otherwise stipulated by this ITB, the successful bidder will provide a 36-month/36,000 mile warranty on the chassis and a 12 month/12,000 mile on the bus body and all components.

5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for the first 12-months, from the date the unit is placed in service at the assigned location.

5.1.2 Door frames to be warranted against corrosion for a minimum of 5 years or 75,000 miles whichever comes first.

5.1.3 Full Warranty Coverage includes all cost of labor, parts, freight of parts or associated tools, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.

5.1.4 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

5.1.5 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

5.1.6 Warranty on Attachments: Same as Standard Warranty Package.

5.1.7 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

5.2 **Warranty Claims:**

5.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the warranty work, actual costs will be used for reimbursement.

5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.

5.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.

5.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.

5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.

5.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be $84.00 per hour. Actual repair time will be used.

5.3 **Authorized Warranty Dealer (Contractor) and Subcontractor:**

5.3.1 The use of a subcontractor does not exclude any provisions as listed in this ITB, as requirements to the contractor.

5.3.2 The ultimate responsibility for warranty lies with the contractor (bidder).

5.4 **Factory Recall:**

5.4.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

6.0 REPAIR ORDERS AND DOCUMENTATION:

6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

7.0 PUBLICATIONS:

7.1 Publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

7.1.1 All manuals are to be pre-assembled in factory binders prior to delivery.

7.1.2 Internet access (lifetime of the unit) which is accessible from more than one (1) location in addition to paper for service and parts manuals is acceptable.

7.2 **Service Manuals:**

7.2.1 Complete set(s) (paper manuals) to include applicable information covering prime unit and attachments:

7.2.2 Body, chassis, and electrical

7.2.3 Engine, transmission, and differential(s) (service and rebuild)

7.2.4 Electrical and vacuum troubleshooting

7.2.5 Wiring diagrams

7.2.6 Service specifications

7.2.7 Engine/emission diagnosis

7.3 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

7.4 **Quantities:** As per Section IV – Bid Price Schedule.

7.5 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.

7.6 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

8.0 STATEMENT OF ORIGIN: The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ Transit Coordinator
3132 Channel Drive
Juneau, Alaska99801

9.0 WEIGHT VERIFICATION SLIPS: If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

10.0 INSPECTIONS:

10.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements.

If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:

10.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,

10.1.2 refund the price of any or all of the damaged goods, or

10.1.3 accept the return of any or all of the damaged goods.

10.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

11.0 PRICE:

11.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.

11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED**.

11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:

11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;

11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;

11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.

11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.

11.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

12.0 COOPERATIVE PURCHASING:

12.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer.

12.2 At no time may the contractor change the terms and conditions, alter the price to another entity which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

13.0 MANUFACTURER'S REBATE (INCENTIVES): In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

14.0 REPLACEMENT PARTS:

14.1 The State of Alaska shall expect the manufacturer to have adequate stocks of replacements parts available to service State vehicles and equipment and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles and equipment.

15.0 ADDITIONS OR DELETIONS: The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

16.0 CONTRACT ADMINISTRATION: The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

SECTION III
OFFER

(FOR BIDDER USE ONLY)

If a contract award is made by the State of Alaska, the undersigned offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions specified in ITB/Contract No. SEF-1430. Submittal of this document with authorized signature constitutes full understanding and a promise to comply with all specifications, terms and conditions of ITB/Contract No. SEF-1430.

EK Coaches
(Company Name)

11601 Cyrus Way Suite 101
(Address)

Mukilteo, WA 98275
(City) (State) (Zip)

Jason K. Spore
(Authorized Representative (printed))

Bid Coordinator
(Title)

(800) 366-6557 / (425) 609-1501
(Phone and Fax No.)

Jason@ekcoaches.com
(Email Address)

6/2/09
(Authorized Signature) (Date)

Alaska Business License No. **724407**

SECTION IV

BID SCHEDULE

LOT 1:

Item	Qty	Description	Amount
1a	1ea.	Paratransit Vehicle, narrow body design, minimum 10,500 pound GVWR, gas engine powered, 4x2, single rear axle, dual rear wheels, with seating for up to 10 adult passengers and 1 driver. State Class #204 per specification #204-NB11WC4x2 Body - Year, Make and Model Offered: **2009 Startrans (Supreme) Candidate** Chassis - Year, Make & Model Offered: **2009 Ford E-350**	$51,435.00

OPTIONAL ITEMS

1b	1 ea.	Diesel Engine (In lieu of gas) ---------- (As per Spec Item 1.1.2) Provide Make/Model: **OEM 6.0L Diesel**	$4,000.00
1c	1 ea.	Silicon Pad Heaters and Electric Cord ---------- (As per Spec Item 1.3.1)	$265.00
1d	1 ea.	Four Wheel Drive (in lieu of 4x2 configuration): ---------- (As per Spec Item 2.3) Provide Make/Model: **Advanced 4WD Systems**	$8,750.00
1e	1 ea.	Tire Chains ---------- (As per Spec Item 3.11)	$2,000.00
1f	1 ea.	Optional Battery Storage Location ---------- (As per Spec Item 6.2.1.1.5)	$425.00
1g	1 ea.	Auxiliary Heater ---------- (As per Spec Item 6.4.1.7)	$750.00
1h	1 ea.	Vinyl Floor Covering ---------- (As per Spec Item 6.7.6.1.1)	$325.00
1i	1 ea.	SEATS INC Driver's Seat ---------- (As per Spec Item 6.9.3.1)	$900.00
1j	1 ea.	Fold Down Child Restraint Seats ---------- (As per Spec Item 6.9.4.1.2)	$300.00 per seat
1k	1 ea.	Anti-Bacterial Seat Fabric -_---------- (As per Spec Item 6.9.4.1.3)	$30.00 per seat
1l	1 ea.	Freeman Seat Side Sliders ---------- (As per Spec Item 6.9.4.1.4)	$45.00 per seat
1m	1 ea.	Third (3rd) Wheelchair Position ---------- (As per Spec Item 6.9.5.2)	$650.00

1n	1 ea.	Wheelchair Restraint System ---------- (As per Spec Item 6.9.5.8.3.1)	$700.00
1o	1 ea.	Rear Emergency Door ---------- (As per Spec Item 6.12.4)	$475.00
1p	1 ea.	ASTRO START Remote ---------- (As per Spec Item 11.2)	$700.00
1q	1 ea.	Publications ---------- (As per Spec Item 11.3)	$300.00
1r	1 ea.	First Aid Kit ---------- (As per Spec Item 11.4)	$80.00
1s	1 ea.	Body Fluid Clean-Up Kit ---------- (As per Spec Item 11.5)	$15.00
1t	1 ea.	MOR/ryde Suspension System: ---------- (In lieu of standard suspension) (As per Spec Item 3.4.1)	$1,300.00
1u	1 ea.	Engine High Idle System ---------- (As per Spec Item 5.3.17)	$0
1v	1 ea.	Wheelchair Lift with 32x51 inch Platform ---------- (As per Spec Item 6.10.2.1)	$250.00

Note: The State will have the option of purchasing any or all of the OPTION items. Items will be required to be ordered with the unit.

FOB: All prices are to be FOB dockside, Seattle/Tacoma Washington. The contractor will be required to complete shipment to the final destination and bill back actual freight as an additional line item on the invoice. A copy of the actual freight bill must accompany all requests for reimbursement.

Weight Verification Slips: Bidder is to provide a certified scale house weight ticket with the MSO and Invoice.

Required Manuals including Service Bulletins: To be delivered to the receiving entity as noted on the purchase order, no later than 30 days after receipt of the unit.

Required Delivery: Not later than 120 working days after the receipt of the Chassis.
Vendors are required to provide the expected delivery time to the purchaser within 14 working days of receipt of the order.

Contract Note: Prices must remain firm for 180 days after award, reference Section II, Paragraph 11.0. The State Transit Coordinator may approve purchase by the State, other government entity or approved grantee of up to sixty (60) units on the contract

SECTION V – SPECIFICATIONS

SPECIFICATION #204-NB11WC4x2
Narrow Body Design Paratransit Vehicle
Minimum 10,500 Pound GVWR
February 20, 2009

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the latest manufacturer's current production model and design 4x2 **Narrow Body** Paratransit vehicle with wheelchair lift.

Seating to allow for at least two (2) different seating arrangements:

[1] Include driver with passenger seating for 8 ambulatory persons and 2 wheelchair positions.

[2] Priced as an option: Include driver with passenger seating for minimum 2 ambulatory persons and 3 wheelchair positions.

Refer to seating specifications. To be equipped with one (1) passenger door, one (1) driver's door, and one (1) wheelchair access door. Also, an optional rear emergency door is to be separately priced.

Note: Other options, such as remote engine start, tire chains, 4x4, and diesel engine are to be priced separately as well.

The vehicle is to provide maximum passenger appeal in appearance, comfort and safety combined with excellence in reliability, operating characteristics and economy of operation.

The vehicle shall be designed so that continuous operation can be performed without any additional alterations being necessary for extreme weather conditions as experienced in Anchorage, Alaska.

The vehicle is for service in routes, which include both highway uses with relatively long distance between stops and in town use with relatively frequent stops.

The vehicle should be capable of legal highway speeds, yet be able to negotiate grades of up to 15% (percent) with a standing load.

The vehicle shall afford features essential for safe, fast, efficient and comfortable operation by the conditions and adequate means for safe passenger movement.

The vehicle must be maneuvered easily in normal and heavy traffic.

The design of the body, chassis and equipment, which the manufacturer proposes to furnish, shall be such as to produce a vehicle of substantial and durable construction in all respects.

No advantage shall be taken by the manufacturer in the omission of any part or detail, which goes to make the bus complete and ready for service, even though such parts or detail are not mentioned in these specifications.

Unit to include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

The vehicle must meet all Federal and Alaska State requirements for this type of vehicle in effect at the time of delivery. The vehicle must meet the specifications in the Department of Transportation 49 CFR, Part 38 – Americans with Disabilities Act (ADA), Accessible Specifications for Transportation Vehicles – Subparts A and B. The vehicle offered is not to require the driver to obtain a Commercial Driver's License (CDL).

APPLICATION:

General-purpose use as ambulatory and wheelchair passenger conveyance. Varying terrain and weather conditions to minus 50 degrees Fahrenheit.

DOCUMENTATION REQUIRED WITH THE BID PACKAGE:

One (1) copy of manufacturer's product brochure to be provided with bid package.

Users List: The bidder will provide a user's list of at least five (5) northern tier properties, of which at least three (3) must be U.S. properties, currently using similarly configured minibuses. The user's list shall include current contact names with phone numbers.

In addition, specifications marked with an asterisk (*) require supporting documentation, which indicates specifically what the bidder intends to supply in regard to said items and/or how specifications will be met. In order to help prevent technical errors, following each asterisked is space that may be used to address all of the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information. You may use the area behind the asterisked item to refer to a product brochure, manufacturer's technical data sheet, or letter of clarification, which indicates specifically what you, the bidder, intend to supply in regard to said items and/or how specifications are met.

TYPICAL UNITS:

FORD E-350 Super Duty Cutaway. Provided all of the following specifications are met.

1.0 POWER TRAIN:

1.1 Engine:

1.1.1 (*) Gasoline, V10, 6.8 liter, 305 HP, 420-pound foot torque, minimum.

Ford OEM gasoline engine, V-10, 6.8L, 305 HP, 420-pound foot torque.

1.1.2 **OPTIONAL ITEM (Pricing is required):**

1.1.2.1 In lieu of the gasoline engine, an OEM diesel engine is to be provided.

1.1.2.2 (*) Diesel Engine, 6.0 liter minimum displacement.

Ford OEM diesel engine, V-8, 6.0L, 235 HP, 440-pound foot torque.

1.1.3 Anti-freeze: Permanent type, affording protection to minus 50 degrees Fahrenheit.

1.2 Exhaust System: Highest quality OEM. Shall terminate near the rear of the vehicle on the driver's side.

1.3 Starting Aids: Engine Block Heater: One (1) each, immersion type, 110 volt AC, of highest wattage as provided by OEM engine manufacturer.

1.3.1 **OPTIONAL ITEM:**

1.3.1.1 To include external silicone pad heaters for engine oil pan and transmission pan, 110 volt AC minimum 150 watt each.

1.3.1.2 All 110 volt AC heaters (engine block, engine oil, transmission) are to be routed and plugged into a single 110 volt AC arctic grade cord which is to extend out the front of the grill area by about six (6) inches minimum.

2.0 DRIVE TRAIN:

2.1 4 x 2 configuration with dual rear wheels.

2.2 Two (2) Wheel Drive:

2.3 **Four wheel drive OPTIONAL ITEM:**

2.3.1 In lieu of 4x2 configuration.

2.3.2 To include dual rear wheels.

2.3.3 Front and rear tires must be the same size. Different size tires on front and rear will not be accepted. (Per Am #2)

2.4 Transmission: Automatic.

2.5 Differential, OEM Rear:

2.5.1 (*) Ratio: To provide a cruise speed of 65 MPH, minimum. **Ford OEM 4.10:1**

2.5.2 (*) Limited slip or locking type, OEM required. **Ford OEM limited slip differential**

3.0 CHASSIS:

3.1 (*) GVWR: Minimum of 11,500 pounds. **Ford OEM Chassis 11,500 pounds**

3.2 (*) Wheelbase: Minimum of 138 inches. **Ford OEM 138 inches**

3.3 (*) Front Suspension: Minimum 4,200 pounds.

Ford OEM Twin I Beam IFS. 5,000 Pound axle rating, 4,600 pound spring rating.

3.4 (*) Rear Suspension: Minimum 7,800 pounds. Rear suspension, right side, may require a spring spacer to be installed to eliminate sag caused by the additional weight of the wheelchair lift.

Ford OEM 8,500 pound full floating axle. 8,500 pound spring rating.

3.4.1 **OPTIONAL ITEM:**

(*) In lieu of standard rear spring suspension, a *MOR/ryde* system is to be provided on the rear, rated at 7,800 pounds minimum. As above, the right side may require a spring spacer to be installed to eliminate sag caused by the additional weight of the wheelchair lift.

MOR/Ryde RL Suspension Kit

3.5 Frame: To be completely prepped and painted, prior to installation of body.

3.6 Steering: Power assisted.

3.7 Brakes:

3.7.1 ABS braking system, front and rear.

3.7.2 Disc brakes front and rear.

3.7.3 OEM brake shields.

3.8 (*) Front stabilizer bar, OEM, one (1) inch diameter minimum.

Ford OEM 0.83" front stabilizer bar.

3.9 Shock Absorbers: Heavy-duty front and rear.

3.10 Tires and Wheels:

3.10.1 Dual Rear Tires:

3.10.2 (*) Six (6) each, LT225/75Rx16E BSW "All Season", steel belted radials, mounted on OEM steel rims, minimum.

Ford OEM LT225/75RX16E BSW "All Season" steel belted radials. Mounted on Ford OEM steel rims.

3.10.3 Spare tire with mounted wheel (same as above) to be shipped loose.

3.11 **Tire Chains OPTIONAL ITEM:**

3.11.1 To be low clearance, *INSTA-CHAIN* or *ONSPOT*, automatic chain system. Installed.

3.11.2 Compressor for automatic chain system shall not be exposed to the elements. (per am 2)

3.12 (*) Fuel Tank Capacity: 35 gallons minimum. **40 Gallons**

4.0 ELECTRICAL – CHASSIS:

4.1 12-volt negative ground.

4.2 (*) Alternator: 155 amp minimum. **155 Amp**

4.3 Batteries:

4.3.1 Two (2) each, maintenance free, sealed type, 1100 CCA at zero degrees Fahrenheit, minimum.

4.3.1.1 OEM battery package is acceptable providing it meets the specification.

4.3.2 The battery storage compartment will be fitted with hooded vents that allow a continuous exchange of air through the battery compartment.

4.3.3 Batteries shall not exposed to the elements.

4.3.4 Battery compartment shall be capable of being flushed with cleaning solution.

4.3.5 A 12V DC (positive and negative) jump lug shall be installed under hood and easily accessible. To be clearly labeled.

4.3.6 Master Chassis Batteries Disconnect Switch:

4.3.6.1 *COLE HERSEE* #284-02 or *POLLAK* #51-315 or *KISSLING* #35-213-151-R-900, to cut off power source from battery to the ground (ground side if possible, positive side if not) and remainder of electrical system.

4.3.6.2 To be located for easy access. Preferably on the floor between the door and the driver's seat.

4.4 Lighting:

4.4.1 Dome light, cab.

4.4.2 Headlights to be Halogen.

4.4.2.1 To include headlights "ON", audible warning device for when key is turned off and headlight switch is left on (unless the system turns off automatically).

4.4.3 Turn signals with 4-way flashers.

5.0 GAUGES, INDICATORS, INSTRUMENTS, AND PANEL:

5.1 All gauges are to read in pounds, PSI, gallons, volts, MPH, miles, Fahrenheit, etc. Gauges that also include metric are acceptable.

5.2 The layout of all controls, gauges and instrumentation is to be ergonomically designed.

5.3 Chassis to include the following, as a minimum:

5.3.1 Warning lights for low engine oil pressure and high engine coolant temperature.

5.3.2 Engine oil pressure gauge.

5.3.3 Engine coolant temperature gauge.

5.3.4 Voltmeter or ammeter.

5.3.5 Speedometer and odometer.

5.3.6 Cruise/speed control.

5.3.7 Fuel level gauge.

5.3.8 Tilt steering.

5.3.9 Parking brake warning light.

5.3.10 All non OEM instruments shall be easily accessible for maintenance and repair and shall be mounted so that each instrument is clearly visible to the driver.

5.3.11 Each instrument shall be sufficiently illuminated.

5.3.12 AM/FM radio with CD.

5.3.13 Windshield wipers, multiple speeds, with washers and OEM installed intermittent swipe feature.

5.3.14 Heaters: Temperature/fan controls for front and rear heater. Front and rear to be separately controlled.

5.3.15 Air conditioning, chassis OEM minimum.

5.3.16 Padded sun visor on curbside for driver.

5.3.17 **OPTIONAL ITEM:**

5.3.17.1 Engine High Idle System:

5.3.17.1.1 Engine High Idle System shall be *INTERMOTIVE* "Gateway AI" or approved equal (www.Intermotive.net).

5.3.17.1.2 Fully automatic type activated when transmission is "Neutral" or "Park" position, air conditioning is operating and driver switch is on

5.3.17.1.3 Engine idle shall also increase to 1,200 RPM when system voltage drops below 12.75 volts.

5.3.17.1.4 The system is to disengage when the driver steps on the service brake or when the charging system reaches its upper limit.

5.4 Labels and Identification Plates:

5.4.1 All switches, gauges and controls are to be properly identified.

5.4.2 *"DYMO"* type tape labels are not acceptable.

5.4.3 Stick-on type labels are not acceptable, however, labels with OEM part numbers that are parts manual listed are acceptable. Otherwise, the labels are to be riveted or similar to maintain position.

5.4.4 Instruction Plates and Markings:

5.4.4.1 Where important procedures, safety warnings, or instructions are required, instruction plates must be provided at locations applicable and readily visible.

5.4.5 NO SMOKING signs are to be placed at conspicuous locations inside the van.

5.4.5.1 The plates shall be of heavy plastic laminate and engraved in a manner that instructions cannot be removed or defaced.

5.4.5.2 The instructions shall be of marked contrasting color from the background material.

5.4.5.3 The unit shall also have painted or decaled in a conspicuous location an international handicap emblem to indicate the van is not for general passenger use.

5.5 All dials, gauges, switches, controls, and ID's are to be properly lighted for day or night operation (a flexible cable night light is not acceptable).

6.0 BODY:

6.1 Cab over engine, cut-a-way, narrow body, configuration.

6.2 Electrical:

6.2.1 Dual Auxiliary Batteries (For Wheelchair Lift Operation):

6.2.1.1 Battery Compartment:

6.2.1.1.1 Circuit breakers for wheelchair lift to be located in the battery compartment.

6.2.1.1.2 Location to be accessible by a latched pull out stainless steel tray with stainless steel bearing slides.

6.2.1.1.3 Compartment to be weather proofed and sealed with one-way drain vents.

6.2.1.1.4 Battery leads and circuit breaker wires going into compartment are to be weather packed.

6.2.1.1.5 **OPTIONAL ITEM:**

The dual batteries shall be contained in the vehicle's stainless steel stepwell eliminating the need for an auxiliary skirt compartment. The battery storage compartment will utilize the entry door stepwell. The entry doorframe and stepwell will be complete 14-gauge stainless steel. The battery compartment will consist of a composite tray integrated into the stainless steel stepwell; the battery tray will be removable and easily accessed from the top step of the stepwell. The battery storage compartment will be fitted with hooded vents that allow a continuous exchange of air through the battery compartment. The vents shall be located on exterior of the box and installed to prevent debris and road splash from entering. The removable stainless steel step cover will be secured with two adjustable corrosion resistant latches. Exterior housing and button of latches to be black powder coated.

Batteries shall not be exposed to the elements. Batteries shall be vented within the non-corrosive stepwell. Compartment shall be capable of being flushed with cleaning solution. Battery compartment can be replaced without removal of stepwell. A 12V DC jump lug shall be installed under hood and easily accessible.

6.2.1.2 Dual Auxiliary Batteries Master Disconnect Switch:

6.2.1.2.1 *COLE HERSEE* #284-02 or *POLLAK* #51-315 or *KISSLING* #35-213-151-R-900, to cut off power source from battery to the ground (ground side if possible, positive side if not) and remainder of electrical system.

6.2.1.2.2 To be located for easy access. Preferably on the floor between the door and the driver's seat.

6.2.2 To include 'Door Ajar' warning buzzer(s) for wheelchair lift and rear emergency doors that are open or not completely shut when vehicle's transmission is taken out of park position.

6.2.3 Special Lighting:

6.2.3.1.1 LED lighting for stop, turn, tail, marker (body minimum).

6.2.3.1.2 Complete flush mounted system shall conform to Federal (FMVSS) specification #108. Flush mounted where possible.

6.2.3.2 To be provided at the interior roof and side wall locations to the following areas:

6.2.3.2.1 Driver's station courtesy light located in the driver area and shall be activated when driver's door is opened or with headlamp switch.

6.2.3.2.2 Main passenger compartment lights mounted over seats equidistant throughout the vehicle. Master switch for dome lights will be located on driver's control panel.

6.2.3.2.3 Front passenger door and step well areas. To be activated when door is opened.

6.2.3.2.4 Wheelchair lift area (inside and outside, above lift minimum), activated when door(s) open.

6.2.3.2.5 Emergency egress window designation lights, installed above each emergency egress window, red in color and activated with ignition switch in "ON" or "Accessory" position.

6.2.3.3 Roof exterior marker lights, red rear and amber front and sides shall be LED, located in uppermost areas of the front and rear caps of the vehicle to provide better visibility.

6.2.4 Back-Up Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *ECCO* Model SA917, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on the rear of the unit as per manufacturer's recommendations.

6.2.5 Wiring:

6.2.5.1 Accessory wiring to include rated breaker switches located for ease of maintenance.

6.2.5.2 To be color coded or continually numbered.

6.2.5.3 To be located for maximum protection from road splash, stone abrasion, grease, oil, fuel, and heat from engine and components.

6.2.5.4 Routing through structural members to be protected by grommets.

6.2.5.5 To be secured by clips at intervals to prevent rubbing or chafing due to movement.

6.2.5.6 The use of *SCOTCHLOCK* or similar electrical connectors is not acceptable.

6.3 Construction:

6.3.1 Body construction shall be manufacturer's standard design for maximum structural integrity, passenger safety and body lift.

6.3.1.1 The front area of the bus, where the bus body joins the chassis, design and construction shall be done in a manner that smoothly blends the two (2) differing assemblies into one (1).

6.3.1.2 All metal body parts and frame members shall be treated to prevent corrosion.

6.3.1.3 Body sides, rear and roof shall be thermally and acoustically insulated.

6.3.1.4 Body construction shall have sufficient rigidity to prevent vibration, drumming or flexing in service.

6.3.2 Welding of any body understructure to the chassis frame is not acceptable.

6.3.3 (*) All exterior panels (walls and roofs) shall be manufacturer's standard aluminum, or fiberglass, or galvanized steel.

Sidewall and roof structures consists of a steel cage and fiberglass laminated together to form a one piece seamless sidewalls and roof.

6.3.4 All exterior panels shall be close end riveted, welded or bonded to the body framing.

6.3.4.1 Stainless steel screws shall be used in connection with stainless steel rivets; however, no exposed metal screws shall be permitted.

6.3.4.2 Rivets, if used, shall be flush or truss head type and not protrude above the panel surface. Rivet spacing shall be in accordance with the best practice of the bus industry.

6.3.5 All panels shall be installed so that they will shed water. The leading panel shall be lapped over the following panel and, in no case, shall the sealing of the panels be dependent on caulking alone.

6.3.6 The body shall be made tight to prevent leakage and thoroughly water tested. The chosen vendor shall provide written documentation, at not later than delivery of the unit, outlining water test procedures including the results of these tests.

6.3.7 Rub/trim Rail:

6.3.7.1 One (1) inch wide, black in color, full-length rub rail shall be on each side of the vehicle.

6.3.7.2 Exterior: Rub rails of corrosion resistant material shall be provided to help protect the bus from damage from other vehicles or obstructions.

6.3.8 Welding of any body understructure to the chassis frame is not acceptable.

6.4 Heating, Rear Passenger and Front Passenger Area (also refer to chassis heating):

6.4.1 (*) In addition to the chassis manufacturer's heavy-duty front heater and defroster for the windshield and driver's area, an above floor interior heater unit will be provided and located so as to maintain a comfortable atmosphere for the passengers and the driver during Alaska's harsh winters. Rear heater to be minimum total of 65,000 BTU.

Pro Air Model 466 under seat heater.

6.4.1.1 To include a caged fan, adjustable, two-speed, located at the upper rear curbside corner area (rear of the wheelchair lift). Switch to be driver controlled.

6.4.1.2 All heaters and defrost fans to be minimum two-speed, independently switched, and driver controlled.

6.4.1.3 Heat is also to be directed to the interior steps to help prevent ice buildup (heated air or electric pad type heaters may be utilized). Switch to be driver controlled. If pad type heaters are utilized, be sure that they are properly installed so they will not come loose due to the very harsh environment.

6.4.1.4 An auxiliary circulation pump for the rear heaters is to be installed.

6.4.1.5 Heater hoses to be insulated (*THERMOCEL* or equivalent) and routed to prevent damage.

6.4.1.6 Rear heater shall be floor or ceiling mounted.

6.4.1.7 **Auxiliary Heater OPTIONAL ITEM:**

(*) Additional auxiliary heater when requested to be an *ESPAR* Hydronics 5 or *WEBASTO* diesel fired heater with timer.

WEBASTO TSL-17 with digital timer.

6.5 Air Conditioning:

6.5.1 Auxiliary air conditioning is not required, but will be accepted if it does not increase the overall vehicle price. Chassis OEM is required.

6.6 Insulation:

6.6.1 (*) Roof, sidewalls, front and rear crown's insulation, minimum R-6 rated, shall be either *VERTICEL* composite or foam seal urethane insulation, providing the most efficient insulation in an operating environment, which ranges from minus 20 to plus 110 degrees in Fahrenheit.

Exceeds R-9

6.6.2 The body shall also be well insulated against operating noises and vibrations and limit interior and exterior noise levels to 85 DBA or less under full load conditions throughout the vehicle.

6.7 Floor:

6.7.1 The plywood sub-flooring (as described below) is to be bolted to the minimum 16-gauge cross-members utilizing corrosion resistant grade-5 or 10-guage Tek counter-sunk flat-head screws and nuts.

6.7.2 The entire floor shall be supported by a fully welded steel sub-floor understructure.

6.7.3 The long sills shall be equivalent to three (3) inch "C" channel, 11-gauge steel, minimum.

6.7.3.1 Long sills shall be bolted to the cab section and rubber suspension mounted to the chassis frame utilizing grade-8 nuts and bolts.

6.7.3.2 Steel sub-frame to be primed and treated with anti-corrosion primer, industrial grade.

6.7.4 Over the sub-frame structure shall be bolted a single sheet, or sheets, of marine grade plywood, minimum five (5) ply, ¾ (0.75) other than a single sheet, to be tongue and grove, or if not tongue and grove to have the adjoining edges sealed **or** 11/16" FRP one piece composite floor.

6.7.4.1 Floor structure to be pattern cut, with all edges sealed prior to installation.

6.7.4.2 To be completely undercoated with petroleum or asphalt based product such as *PENNS-GARD* III, *TECTYL 121-BN*, *BEGA COAT* or equal and have all edges sealed prior to installation to the steel sub-floor assembly.

6.7.4.3 Complete vehicle to be undercoated again, after final assembly, with *PENNS-GARD* III, *Z-TECH* or equal undercoating material.

6.7.5 Floor Covering:

6.7.5.1 To be smooth *Rubber Solutions Flooring or R.C.A. Transit*, minimum 1/8 (0.125) inch thick for areas under the seats.

6.7.5.1.1 **OPTIONAL ITEM:**

6.7.5.1.1.1 In lieu of above standard, floor covering to be *ALTRO* vinyl.

6.7.5.2 Entrance and aisle to be ribbed rubber type, 3/16 (0.1875) inch thick minimum.

6.7.5.3 All seams to be completely sealed to help prevent moisture from access to sub-floor.

6.7.5.4 White or Gray in color.

6.8 Interior:

6.8.1 Interior panels shall be of aluminum, or fiberglass reinforced plastic and shall provide a durable finish.

6.8.1.1 White or Gray in color

6.8.1.2 Aluminum shall have baked enamel or vinyl clad finish.

6.8.2 Passenger area headliner, fiberglass reinforced plastic, padded vinyl, or vinyl clad aluminum.

6.8.2.1 White or Gray in color

6.8.3 Stanchions, Grab Handles and Modesty Panels:

6.8.3.1 Step well:

6.8.3.1.1 A vertical stanchion and modesty panel shall be installed in the entryway at the rear of the step well.

6.8.3.1.2 Handrail shall be provided on both sides of the entry, accessible from the ground.

6.8.3.1.3 The handrails shall be capable of withstanding a force of 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure.

6.8.3.2 A vertical stanchion and modesty panel shall be installed directly rear of the driver's seat.

6.8.3.3 An over-cab storage compartment, locking, shall include a storage bin(s) to hold cleaning items such as window cleaner, paper towels, body fluid kit, engine oil, etc.

6.8.3.3.1 The overall size should be approximately 18 to 24 inches long, 6 to 8 inches wide, and 8 to 10 inches tall.

6.8.3.3.2 The storage bin does not need to have a lid.

6.8.3.4 A vertical stanchion and modesty panel shall be installed directly in front of the wheelchair lift entryway.

6.8.3.5 Contoured vertical grab handles shall be installed both right and left of the entryway, and shall be securely fastened to the interior of the doorframe.

6.8.3.6 All stanchions and handrails shall be between 1-1/4 (1.25) and 1-1/2 (1.5) inch minimum diameter, textured stainless steel or powder coated and shall be securely fastened into structural members at all mounting points.

6.8.3.6.1 Stanchions shall not be mounted to sheet metal, fiberglass, or other non-reinforced areas.

6.8.3.7 All entry and exit stanchions and railing shall be yellow powder coated. Fittings shall be stainless steel.

6.8.3.7.1 Painted, other than powder coating, stanchions and railings are not acceptable.

6.8.3.7.2 Exception is given to the wheelchair lift, which may be manufacturer's standard.

6.8.3.8 (*) Bidder shall provide a diagram with their bid package of all stanchions, handrails, and modesty panels. **See attachment.**

6.9 Seating:

6.9.1 Seating will not exceed 11 persons, including driver. The vehicle offered is not to require the driver to obtain a Commercial Driver's License (CDL).

6.9.2 (*) Driver and eight (8) ambulatory passengers and two (2) wheelchair positions. Bidder is to submit with their bid package a diagram showing seating arrangement.

See attachment.

6.9.3 Driver's seat, high back, bucket type, with folding inside armrest. Seat position shall be adjustable forward and rearward with tilt reclining and shall include mechanical adjustable lumbar back support. Cloth covered, not vinyl, coordinated to interior color scheme.

6.9.3.1 **OPTIONAL ITEM:**

6.9.3.1.1 In lieu of standard, driver's seat to be *SEATS INC, Freedman CL-67, ADNIK* or approved equal 6-Way Adjustable Suspension Driver's Seat.

6.9.4 Ambulatory Passenger Seats:

6.9.4.1 To be *FREEDMAN SEATING SEATS, INC.*, forward facing mid-back contour bench seats with grab handles on all seats and armrests on aisle sides.

6.9.4.1.1 The left side seats, three (3) rows, are to be mid-back bucket seats that will seat two (2) passengers comfortably (35 inches wide minimum).

6.9.4.1.1.1 Ahead of these seats will be a modesty panel, as noted previously.

6.9.4.1.2 **OPTIONAL ITEM:**

In addition to above, *FREEDMAN* seats to include fold-down Child Restraint Seats designed for children from 20 to 60 pounds in weight. To be priced per seat.

6.9.4.1.3 **OPTIONAL ITEM:**

In addition to above, *FREEDMAN* seats to include Anti-Bacterial Seat Fabric, *MOR-CARE* Vinyl or equivalent. To be priced per seat.

OPTIONAL ITEM:

In addition to above, *FREEDMAN* seats to include Seat Side Sliders. To be priced per seat.

6.9.4.2 In addition to the three (3) rows of mid-back seats on the left side, there will be two (2) each single mid-back seats, 17½ (17.5) inches wide minimum, on the right side between the entry door and lift door.

6.9.4.3 Hip to Knee Space: Minimum 27-inch space between seats.

6.9.4.4 Cushion Depth: Minimum 17 inches.

6.9.4.5 Isle width to comply with minimum ADA requirements.

6.9.4.6 Each ambulatory passenger seat position shall be equipped with passenger restraint lap belts intended to hold passengers in a secure seated position during normal operation. Self-retractable seat belts are not permitted.

6.9.4.7 The female end of the buckle will be on the aisle side, 13 inches long, *ADVANCED MARKETING Part #I-064-02, AM SAFE Model 1-1409-2*, or equal.

6.9.4.8 One (1) each, 12 inch and one (1) each 24 inch in length, seat belt extensions that is compatible with passenger seat belts and with the restraint system used in the wheelchair securement location, are to be supplied.

6.9.5 Wheelchair Positions:

6.9.5.1 There will be a total of two (2) wheelchair positions.

6.9.5.2 **OPTIONAL ITEM:**

6.9.5.2.1 A third (3rd) wheelchair position is to be priced separately. Folding seats will be accepted in this configuration. A manufacturers drawing will be submitted with the bid package for inclusion into the final contract showing the seating options available with this additional wheelchair position.

6.9.5.2.2 This may require that all three (3) of the ambulatory passenger seats on the left (street side) to become fold-down seats. It would require an additional set of wheel chair tie-down restraints.

6.9.5.3 Each wheelchair station shall have a four (4) point secure device with anchor points of sufficient strength to secure a wheelchair.

6.9.5.4 No anchoring points or secure shall be attached to any door or walls of the vehicle. Exception being for wheelchair shoulder restraints to walls.

6.9.5.5 The secure system shall conform in all respects to the requirements of the ADA and will secure the wheelchair to the vehicle and provide a seatbelt for the wheelchair passenger.

6.9.5.6 The system will include fully recessed *SURE-LOK (www.sure-lok.com) OR Q-STRAINT* "L" track, full length (front to rear), both sides of the position and will include wheelchair passenger lap and shoulder restraints.

6.9.5.6.1 There are to be two (2) each full length (front to rear) tracks in the wheelchair position areas.

6.9.5.6.2 The inside tracks are to be on center at 15 inches.

6.9.5.6.3 The outside tracks are to be on center at 28 inches.

6.9.5.6.4 The fully recessed tracks shall be mounted flush to the floor with SAE grade-5 tapered head bolts and self-locking nuts of sufficient size to meet minimum force standards. Bolts shall be mounted at five (5) inch intervals (maximum distance) with the bolt heads flush in the track to permit easy anchor movement along the track.

6.9.5.6.5 Installation as per 49 CFR Part 571.222 b (FMVSS 222), ADA, SAE J2249, and per *SURE-LOK* recommendations.

6.9.5.7 All securement devices shall be adjustable to accommodate several types and sizes of wheelchairs.

6.9.5.8 All wheelchair tie-downs and occupant restraint systems shall be *SURE-LOK*.

6.9.5.8.1 All wheelchair strap restraints shall meet recommended force requirements as specified in Guideline Specification for Wheelchair Secure Devices, US Department of Transportation and 49 CFR 38.23(d) which are hereby incorporated as part of these Technical Specifications.

6.9.5.8.2 There shall be a total of two (2) each, identical strap assemblies to secure the wheelchairs to the tie down track. Each strap assembly shall consist of a fixed end strap, buckle with shoulder belt, closed hood, "D" ring, end fitting, and *SURE-LOK* RETRAKTOR quick adjustment system.

6.9.5.8.3 Each wheelchair secure assembly shall include a passenger restraint lap and shoulder belts intended to hold the passenger in a secure seated position in normal operation. Self-retractable belts are not acceptable. Seatbelt assemblies shall attach directly to the rear strap assemblies of the wheelchair secure system. The wheelchair tie downs are to have a rated strength of 2,500 pounds minimum.

6.9.5.8.4 **OPTIONAL ITEM:**

In lieu of the above system above, to be *SURE-LOK* wheelchair restraint system kit #AL760S-4C (Auto-tensioning, auto locking retractor kit complete with S-hooks and Solo floor anchors. Pricing to be per kit.

6.9.5.8.5 Separate storage pouches shall be made and installed near the wheelchair secure areas for the storage of all seatbelt and strap assemblies. These pouches shall not interfere with the flexible placement of wheelchairs in the various tie-down stations inside the vehicle.

6.9.5.8.6 Detailed written instructions with diagram(s) shall be supplied with detailed instructions on the proper operation, placement, and removal of wheelchair securement straps and seatbelts.

6.9.5.9 All wheelchair and seating positions are to have the passenger facing forward.

6.10 Wheelchair Lift:

6.10.1 Wheelchair lift shall be located on the right side (curbside) of the vehicle, rear of the rear drive axle.

6.10.2 (*) To be conventional 34x53 inch standard platform.

Braun NCL919

6.10.2.1 **OPTIONAL ITEM –** *In lieu of the above 32x53 conventional wheelchair lift a RICON Model "KS" Clearview* (US), *BRAUN VISTA,* or equivalent, with a minimum platform size of 32x51 inches is to be priced as an option.

Braun NVL919 (Vista)

6.10.3 To be fully automatic to independently lift all sizes of manual or electric wheelchairs into the vehicle.

6.10.4 Load capacity of 800 pounds, minimum.

6.10.5 All attachments will be done through the vehicle frame. Securement of lift to vehicle shall be rigid with no flexing movement between lift frame and vehicle body.

6.10.6 Electrical connection of lift shall pass through an automatic circuit breaker at the battery end of the connection in the battery compartment.

6.10.7 The wheelchair lift shall be completely operational while the vehicle engine is off and transmission in park. The auxiliary battery system shall be sufficient to provide for a minimum of 12 complete cycles of the lift while the engine is off and there is 300 pounds on the lift.

6.10.8 (*) Lift controls must be ADA 403-404 compliant and operation shall be interlocked with the vehicle emergency brakes, wheelchair lift door and transmission to ensure that the vehicle cannot be moved when the lift is not stowed and the lift cannot be deployed unless the interlock is engaged.

Braun Standard ADA 403-404 compliant lift controls and operation. Intermotive interlocks (Gateway System)

6.10.9 For the wheelchair lift installed, the contractor shall furnish, at time of delivery:

6.10.9.1 A complete set of written operating instructions.

6.10.9.2 A complete troubleshooting guide.

6.10.9.3 A factory warranty schedule of inspection and service.

6.10.9.4 (*)The name, address and phone number of at least one (1) factory authorized company/mechanic who can service the lift in the State of Alaska.

6.10.9.5 A complete schematic color-coded wiring diagram for the lift and installation.

6.11 Glass/Windows:

6.11.1 Windshield, chassis manufacturer equipped with nontransparent sun visor.

6.11.2 Driver's side window to be power or manual roll up/down.

6.11.3 Window(s) forward of passenger entrance door shall be body manufacturer's standard for this model vehicle. A one (1)-piece full view curb window is preferable, however a two (2)-piece window is acceptable. If two (2) windows, the lower window shall be the largest rectangular available from the body manufacturer.

6.11.4 Passenger's entry door windows to be manufacturer's standard full glass or split glass (two-piece) located both halves of panels; minimum 31% (percent) tinted tempered glass.

6.11.5 Side passenger windows shall be manufacturer's standard for the body style bid, T-bar sliding located at top of windows, tinted approximately 31% (percent) luminous transmittance as per ASTM D-1003.

6.11.5.1 One (1) window on each side shall be emergency egress, kick-out type, and clearly marked as such.

6.11.6 Wheelchair lift door window(s) to be manufacturer's standard. If double doors, minimum of one window in each door.

6.11.7 Rear Window: One (1) window, approximately 22 x 48 inches, tinted approximately 31% (percent) luminous transmittance as per ASTM D-1003.

6.11.7.1 **Note:** This rear window requirement would be deleted if a REAR EMERGENCY DOOR were being requested.

6.11.8 Water deflection drip molding shall be installed over all windows and doors.

6.12 Doors:

6.12.1 Driver's door per OEM specification.

6.12.2 Passenger Entrance Door:

6.12.2.1 To be manufacturer's standard double-leaf outward opening.

6.12.2.2 Electric transit type.

6.12.2.3 Dimensions:

6.12.2.3.1 74 inches high x 27 inches wide with minimum 26 inch clear opening between assist rails of doors when open.

6.12.2.3.2 Full height, minimum.

6.12.2.4 The meeting edges of the door shall be equipped with manufacturer's standard design material on each section that overlaps when doors are closed, forming a tight seal.

6.12.2.5 The entry door, when closed, shall match the contour of the bus body as closely as possible.

6.12.2.6 Door pivot points shall be fitted with easy access lubrication fittings or have sealed roller bearings.

6.12.2.7 Door shall be equipped with a manual emergency opening system.

6.12.2.8 There shall be a flush-mounted heavy-duty auxiliary weatherproof-keyed lock assembly located next to the side double door, providing the driver with a means of ingress/egress while maintaining security.

6.12.3 Wheelchair Lift Door:

6.12.3.1 Single or double, manufacturer's standard with clear opening to be sufficient to accommodate specified wheelchair lift assembly, with "L" handle, two (2) point latch with key lock.

6.12.3.2 Door(s) will be held in the open position by individual spring cylinders.

6.12.3.3 The door(s) shall be located on the right (curbside) side, rear of the rear axle.

6.12.4 **Rear Emergency Door- OPTIONAL ITEM:**

6.12.4.1 If requested, to include upper and lower safety windows.

6.12.4.2 This would be in lieu of the single rear window described earlier in this specification.

6.12.4.3 To be centered on rear of vehicle.

6.12.4.4 To include inside handle with guard.

6.12.4.5 To be equipped with a starter interlock system that would not allow vehicle to be started until the door lock was in an unlocked position. An interior operated door lock is required.

6.12.5 All doorframes shall be of stainless steel or galvaneal steel, 14-guage minimum.

6.12.5.1 If stainless steel or galvaneal steel is not available, vendor must provide FMVSS 220 and FMVSS 221 Certification with bid. (per am 3)

Maintenance access panel doors shall be provided for fuel pump and access doors where necessary to service the engine, radiator, batteries, electrical fuses and relays, door controls, etc.

6.12.6 All doors shall be trimmed with channel trim on edge to help protect against damage or injury.

6.12.7 Water deflection drip molding shall be installed over all doors. If the body design is such that dripping is not a problem at the passenger and wheelchair doors, then this requirement may be deleted for those two (2) areas only.

6.13 Step well:

6.13.1 Enclosed type to be 14-guage stainless steel frame integrally welded with stainless steel to the door frame. .

6.13.2 The ground to first step height is to be 12 inches maximum. Vehicles with 4x4 conversions are excluded.

6.13.3 Step Width: 26 inches between assist rails.

6.13.4 Step Tread Depth: Eight (8) inches minimum. Step tread edges shall be flush with the step.

6.13.5 Step treads material to be heavy-duty, non-skid rubber.

6.13.5.1 Step treads to be 3/16 (0.1875) inch thick ribbed and include two (2) inch contrasting white nosing, properly sealed, on each step.

6.13.5.2 In addition, a 1/8 (0.125) inch thick smooth rubber cove molding shall be installed from the floor to the sidewall seat track.

6.13.5.3 White or Gray in color.

6.13.6 Step Risers: Seven (7) inches minimum, 9-1/2 (9.5) inches maximum.

6.13.7 To be equipped with step well light as described later in this specification under "Special Lighting".

6.14 Mirrors:

6.14.1 Exterior: Dual (left and right sides), minimum 6 x 9 inches with six (6) inch diameter convex mirror mounted directly below the rectangular mirrors. Right side (curbside) mirror may be fender mounted for easier viewing. Bracing to be stainless steel or powder coated.

6.14.1.1 Exterior mirrors are to be heated and include a separate dash mounted switch with amber "ON" indicator light.

6.14.2 Exterior Upper Left Rear: To be a rear cross view convex style, minimum ten (10) inches in diameter. Bracing to be stainless steel or powder coated.

6.14.3 Interior: Approximately 6 x 16 inches with up/down adjustment, located forward and above driver's seat for viewing passengers (and rear emergency door's lower glass if so equipped).

6.14.4 Bracing should be adequate to prevent vibration of the mirrors.

6.15 Roof Vent/Escape Hatch:

6.15.1 *TRANSPEC* Model 1122LP (low profile), located toward rear of vehicle.

6.16 Bumpers:

6.16.1 Front: *ROMEO RIM* help bumper.

6.16.2 Rear: *ROMEO RIM* help bumper.

6.17 Warning Triangles: To include one (1) set of three (3) each, collapsible warning triangles, complete with plastic storage box. DOT approved or equivalent.

6.18 Flares: LCD, 1 set of 2, Power Flare PF-20

6.19 Fire Extinguisher: One (1) each, five (5) pound dry chemical with gauge, mounted with quick release mechanism in driver's area.

6.20 Safety Belt Cutter: Each vehicle will be equipped with one (1) each *SURE-LOC* or *TIE TECH* #1004 or equivalent webbing (safety belt) cutter.

6.21 The van and equipment shall meet or exceed all ADA requirements in all aspects.

7.0 MATERIALS AND WORKMANSHIP:

7.1 Workmanship shall be of the best grade and shall conform in all respects to the best practices in the industry.

7.2 Welding procedures, welding materials, and qualifications of welders shall be in accordance with standards of the ASTM and the American Welding Society (AWS) or Canadian Welding Bureau (CWB). All exposed welds shall be ground smooth after welding, if necessary, to present a smooth, workmanlike appearance. Prior to welding, the contact surfaces shall be free of scale, grease, paint, and rust.

7.3 All materials used in construction of vehicle shall conform to ASTM, SAE, or similar association standards. All materials shall be high quality.

7.4 All exposed bright metal shall be stainless steel, or high marine quality aluminum.

7.5 All exterior joints shall be protected and sealed by a marine quality sealant prior to assembly.

7.6 Where dissimilar metals are riveted or bolted together, contact surfaces shall be thoroughly cleaned and coated with heavy-duty zinc chromate primer or butyl tape. All rivets shall be steel or stainless steel and completely fill the holes. Rivet heads externally shall be concentric with the body of the rivets and free from rings, pits and fins.

(*) All bolts or rods passing through wood shall be cadmium, zinc plated, or stainless steel. Where wood and wood are butted together, both surfaces shall be coated with powdered aluminum and spar varnish, linseed oil and titanium oxide, urethane sealer, or *ISOCLAD* prior to assembly.

Z-Tech APG-20060 B.

7.7 All metal shall be thoroughly cleaned, acid etched, and painted, unless otherwise noted in this specification.

7.8 All burrs and sharp edges shall be dressed to prevent injury to passengers, operator and maintenance personnel.

7.9 All materials installed shall be new *and free* of rust.

7.10 Weather stripping shall have no coating of paint, adhesive or other alien material.

7.11 The body shall be free of all cracks, dents, and defects. Special care shall be taken with the outside sheathing, roof, roof bonnets, and the interior finish so that all kinks and buckles are removed before assembly to present a true and smooth finish without excessive grinding off of the material so as to weaken the structure.

7.12 The interior cavities of the body steel sub frame structure shall be treated to prevent corrosion-using *WAXOYL* or *ZIEBART*.

7.13 Understructure, including body, chassis, and wheel wells, shall be undercoated, using manufacturer's standard process. All conversion metal to be etched with rust inhibitors prior to application of undercoat, with a minimum three (3) year rustproof warranty.

7.14 The cleaning, sealing, undercoating, priming, and/or painting process shall be those methods and products which are used as standard production and/or manufacturing techniques by the manufacturer. Those products used by the manufacture in their techniques shall be acceptable unless specified otherwise in these specifications. These processes and related products shall be submitted with the bid.

7.15 All windows shall be free of any defects due to welding slag or assembly damage.

7.16 All hoses supplied in assembling the unit described in these specifications shall have PSI and temperature ratings in excess of maximum operating temperatures and pressures of fluids or materials being transferred.

7.17 Toggle switches controlling electrical components to be metal, plastic are not acceptable. Rocker arm type switches may be plastic or metal.

7.18 All brackets, nuts, bolts and miscellaneous features for attaching front and rear license plates shall be provided.

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

7.20 Water Testing:

7.20.1 After entire vehicle is assembled and painted, Body Manufacturer shall thoroughly and completely water test the vehicle for leakage. All leaks shall be sealed or otherwise corrected before vehicle shipment.

8.0 ALTOONA TESTS:

8.1 **(*)** These specifications describe a medium duty cutaway style Paratransit bus, which meets all FMVSS requirements and applicable ADA regulations. Vendor shall submit copies of STURAA (Altoona) Test Report and Attachment A with bid submission. The test must consist of all 7 required categories, maintainability, reliability, safety, performance, structural integrity, fuel economy and noise. If a partial test was required, it must be provided along with the original test report. **STURAA Test provided**

9.0 MISCELLANEOUS:

9.1 Instruction Plates and Markings:

9.1.1 Where important procedures, safety warnings, or instructions are required, instruction plates must be provided at locations applicable and readily visible.

9.1.2 NO SMOKING signs are to be placed at conspicuous locations inside the van.

9.1.3 The plates shall be of heavy plastic laminate and engraved in a manner that instructions cannot be removed or defaced.

9.1.4 The instructions shall be of marked contrasting color from the background material.

9.1.5 The unit shall also have painted or decaled in a conspicuous location an international handicap emblem to indicate the van is not for general passenger use.

9.2 **Remote engine start/stop system- OPTIONAL ITEM:**

9.2.1 To be *ASTRO START* Model 803 remote engine system with minimum 1000-foot range.

9.3 **Publications OPTIONAL ITEM:**

9.3.1 One (1) each complete set as per Section III – Special Terms and Conditions, paragraph 7.0.

9.4 **First Aid Kit OPTIONAL ITEM:**

9.4.1 To include a 24 Unit Unitized First Aid Kit in metal case w/gasket. . Kit must be attached to vehicle or placed in a compartment that is clearly marked "First Aid Kit". (*www.First-Aid-Products.com*)

9.5 **Body Fluid Clean-Up Kit OPTIONAL ITEM:**

9.5.1 To include one (1) each *SAFETEC NATIONAL STANDARD* or equal Body-fluid Clean-up Kit. Kit must be attached to vehicle or placed in a compartment that is clearly marked "Biohazard Kit". (*www.allmed.net*)

9.6 Weight Verification Slip: Of delivered unit, to be provided to Contracting Officer with invoice and MSO as per Section V – Bid Price Schedule.

9.7 Warranty: Refer to Section V - Special terms and conditions.

9.8 Publications: Refer to Section V - Special Terms and Conditions and to Section IV - Bid Price Schedule for quantities.

9.9 Paint: Exterior to be white.

9.10 Inspection: For compliance to specifications will be held at FOB point.

END OF SPECIFICATION #204-NB11WC4x2

SECTION VI

ATTACHMENTS

BUS TESTING:

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

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

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

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

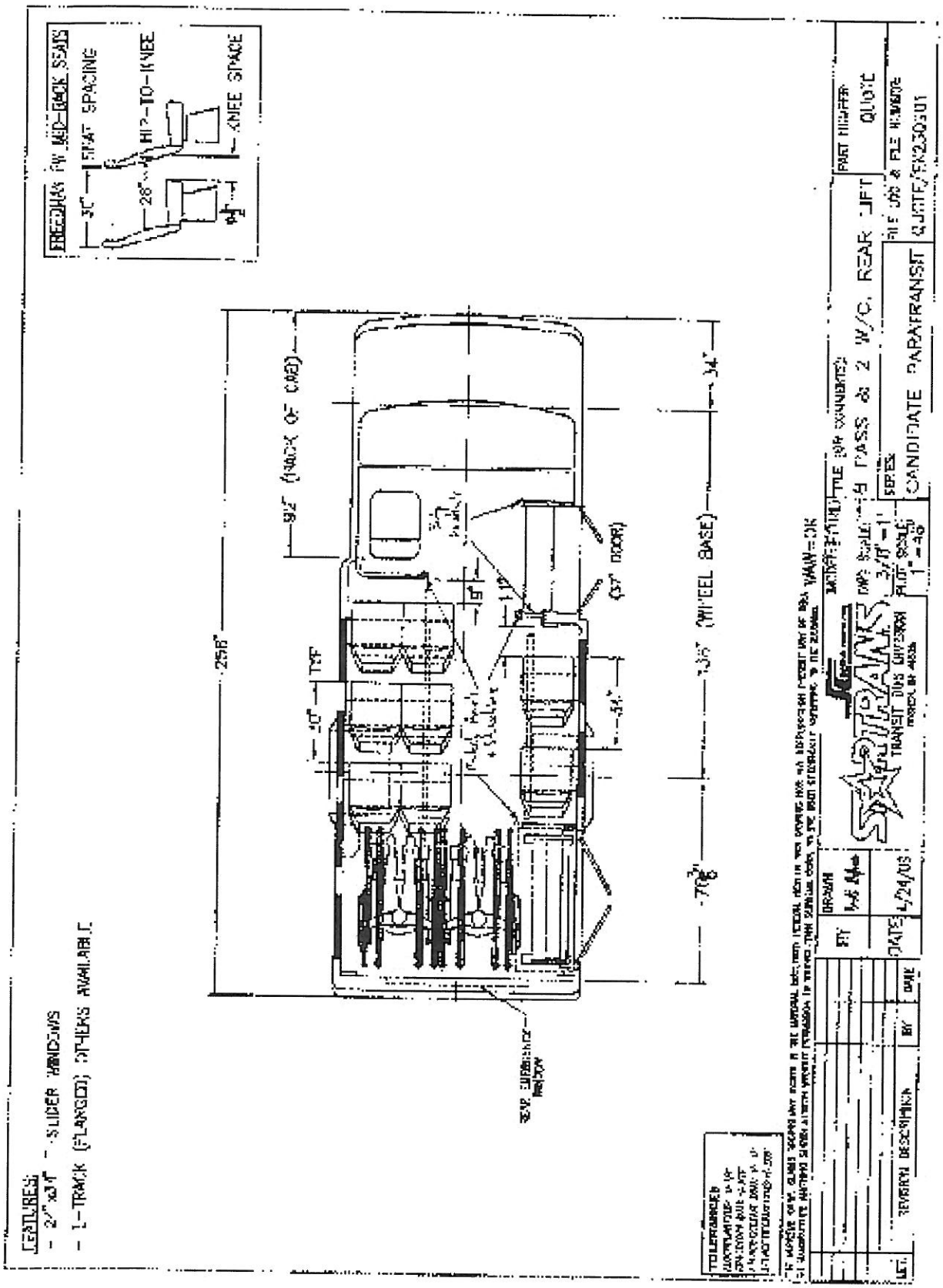
The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned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

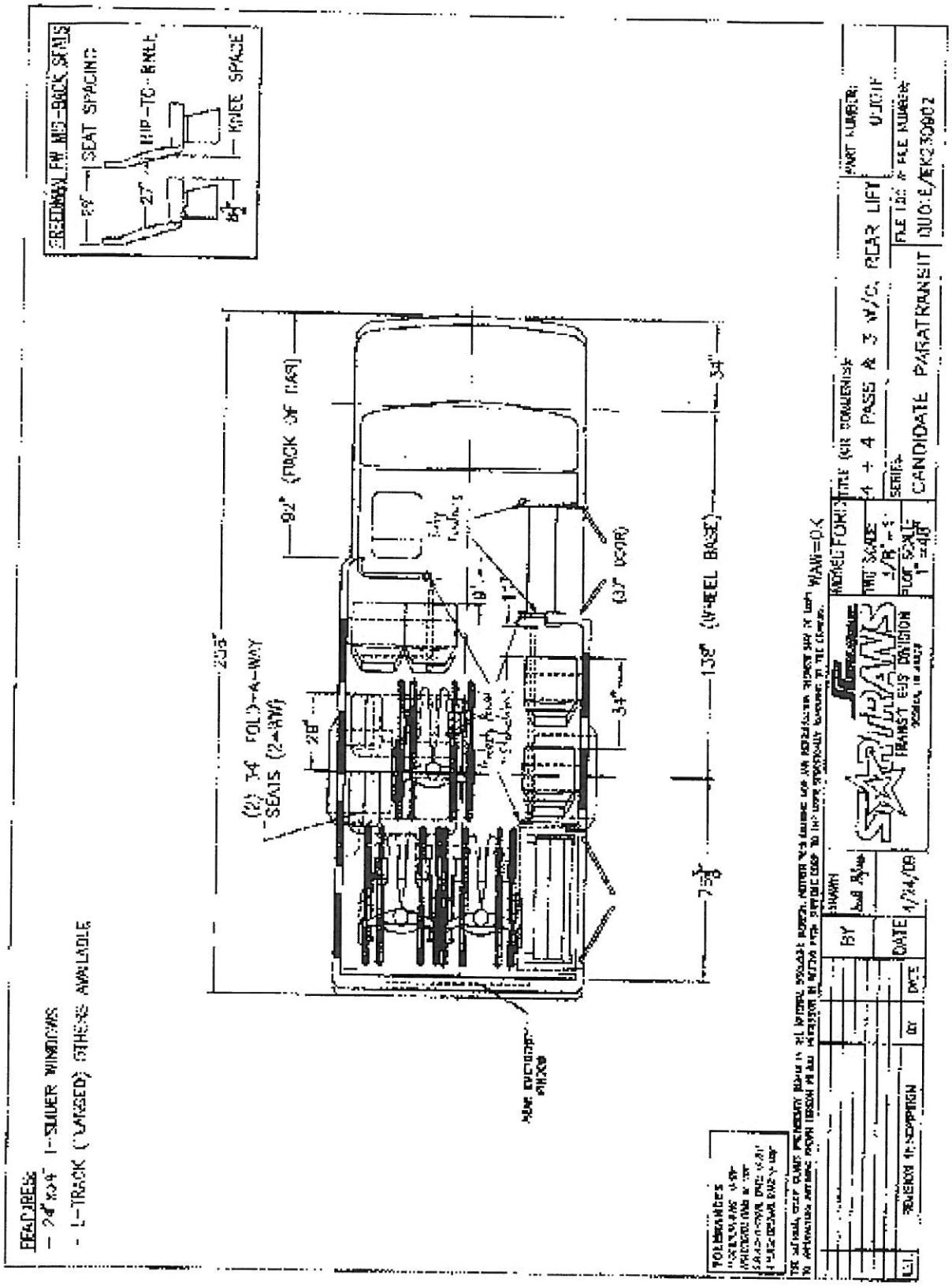
Date: 6/2/09

Signature: _____

Company Name: Jason K. Spore / EK Coaches

Title: Bid Coordinator


FREEDOM FW MID-BACK SEATS
SEAT SPACING
HIP-TO-KNEE
KNEE SPACE
FEATURES:
- 2"x34" SLIDER WINDOWS
- 1-TRACK (FLANGED) OTHERS AVAILABLE
92" (BACK OF CAB)
256"
136" (WHEEL BASE)
34"
(37" DOOR)
REAR EMERGENCY WINDOW
CANDIDATE PARATRANSIT
QUOTE
STARTRANS
TRANSIT BUS DIVISION
4/24/03


GREENWALL FW MID-BACK SEATS
SEAT SPACING
HIP-TO-KNEE
KNEE SPACE
92" (PACK OF CAR)
138" (WHEEL BASE)
34"
(2) 34" FOLD-A-WAY SEATS (2-BW)
(37" DOOR)
FEATURES:
- 24"x24" I-SLIDER WINDOWS
- L-TRACK (LANGED) OTHERS AVAILABLE
TOLERANCES
4 + 4 PASS & 3 W/C, REAR LIFT
CANDIDATE PARATRANSIT
FRANSIT EBS DIVISION
WAN=OK
DATE
BY
SHAWN
1/24/09