

**GOLDSBORO-WAYNE TRANSPORTATION AUTHORITY**

**REQUEST FOR PROPOSAL #540-20151028**

**TWO (2) LIGHT-DUTY, LOW FLOOR WHEELCHAIR ACCESSIBLE BUS**

**OCTOBER 28, 2015**

**BID**  
**TWO LIGHT-DUTY LOW FLOOR PARA-TRANSIT BUSES**

To:

Goldsboro-Wayne Transportation Authority  
P.O. Box 227  
Goldsboro, North Carolina 27533

BIDDER:

The undersigned declares that he has carefully examined the Instructions to Bidders and Specifications contained herein, and that he will provide all the equipment in accordance with these Instructions and Specifications. Any exception to the detailed specification is itemized in detail in a letter attached to this BID. The prices specified do not include Federal Excise Taxes, nor State and Local sales tax.

Two (2) 26 to 27-foot light duty low floor para-transit bus with wheelchair lift ramp, two wheelchair positions and a minimum of twenty-one other passenger seats, as per detailed specifications contained herein.

**EACH** \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

**MAKE & MODEL**

To be delivered to:

**Goldsboro-Wayne Transportation Authority**  
**c/o Fred Fontana**  
**103 N. Carolina St.**  
**Goldsboro, North Carolina 27530**

**Delivery Information - Bidder must complete:**

Buses will be delivered \_\_\_\_\_ calendar days ARO.

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**TERMS AND CONDITIONS**

Two (2) originals and two (2) copies of the bid documents and all certifications must be included in the bid packet.

The undersigned guarantees all parts against defects and agrees to replace and to install at his own expense any part or parts of the apparatus damaged by reason of defective material, design or imperfect workmanship during warranty period stated in the specifications.

**PERFORMANCE BOND**

N.C.G.S. 143-129 requires the successful bidder to furnish a 100% performance bond as described in the Instructions to Bidders unless the requirement is waived in whole or in part by the Goldsboro-Wayne Transportation Authority.

Please show our cost for said bond if required. Do not include bond cost in price of equipment.

**Performance Bond \$ \_\_\_\_\_**

Payment shall be made as specified in these specifications.

This bid is accompanied by a Certified Check, or Bid Bond, in an amount equal to and not less than five percent (5%) of the total amount of bid, in accordance with the provisions of North Carolina General Statute 143-129.

It is certified that this BID is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the City of Winston Salem or the Winston Salem Transit Authority.

**A Certified Check, or Cash for (\$ \_\_\_\_\_) or Bid Bond, in the amount of not less than five percent (5%) of this bid is enclosed.**

The bidder has submitted with this BID all information required by the specifications and has executed all required certifications.

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

**CERTIFICATE OF COMPLIANCE WITH ENVIRONMENTAL STANDARDS, AIR  
POLLUTION AND ENERGY CONSERVATION**

The Undersigned bidder hereby certifies that it currently complies and will continue to comply with:

- 1) Section 306 of the Clean Air Act (42 U.S.C., 1857 (H)), section 508 of the Clean Water Act (33 U.S.C., 1368) and Executive Order No. 11738 and EPA regulations (40 C.F.R. Part 15). The bidder as a condition of the contract, if awarded, shall be responsible for reporting any violations to the Government (PTA) and to the EPA Assistant Administration for Enforcement.
- 2) All Federal and North Carolina motor vehicle pollution control laws and regulations. The undersigned bidder further certifies that the equipment to be furnished through this contract will be designed and equipped to limit air pollution in accordance with FTA, EPA and other applicable standards.
- 3) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C., 6321 et. seq.).

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**COMPANY**

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**AUTHORIZED SIGNATURE**

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**DATE**



**MOTOR VEHICLE POLLUTION REQUIREMENTS CERTIFICATION**

The undersigned bidder hereby certifies that new busses proposed in this bid will comply with the following requirements:

- A. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- B. All gases and vapors emanating from the crankcase of an ignition engine are controlled to minimize their escape into the atmosphere.
- C. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.
- D. When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.
- E. Vehicle complies with Federal and State exhaust emission requirements in effect as of July 30, 1991.

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**COMPANY**

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**AUTHORIZED SIGNATURE**

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**DATE**

**CERTIFICATION OF COMPLIANCE**

**TRANSIT VEHICLE MANUFACTURES**

**FEDERAL TRANSIT ADMINISTRATION**

**DISADVANTAGED, MINORITY, AND WOMEN'S BUSSESINESS ENTERPRISES**

As a condition of bidding on this procurement, the undersigned bidder hereby certifies that it has fully complied with the Department of Transportation regulations 49 CFR Part 23. The undersigned bidder further certifies that it has submitted to FTA the transit vehicle manufacturer's DBE plan and goal on \_\_\_\_\_.

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**CERTIFICATION OF RECEIPT OF ADDENDUM TO THE SPECIFICATIONS**

The undersigned acknowledges receipt of the following addendum to the specifications:

<b>ADDENDUM NO.</b> _____	<b>DATE</b> _____
<b>ADDENDUM NO.</b> _____	<b>DATE</b> _____
<b>ADDENDUM NO.</b> _____	<b>DATE</b> _____
<b>ADDENDUM NO.</b> _____	<b>DATE</b> _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the offer.

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

**CERTIFICATION OF RESTRICTION ON LOBBYING**

I, \_\_\_\_\_ hereby  
certify on behalf of \_\_\_\_\_ that;

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making an any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Company:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

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

**BUY AMERICA**

**Certificate of Compliance with Section 165(b) (3)  
(Procurement of busses, other rolling stock and associated equipment)**

\_\_\_\_\_ hereby certifies that we will comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

**Company:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

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

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**Certificate of Non-Compliance with Section 165(b) (3)  
(Procurement of busses, other rolling stock and associated equipment)**

\_\_\_\_\_ hereby certifies that we cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but we may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

**Company:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

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

**\*\*\* NOTE: ONLY SIGN ONE!**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant, \_\_\_\_\_,  
(major third part Contractor), certifies to the best of its knowledge  
and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment,  
declared ineligible, or voluntarily excluded from covered  
transactions by any Federal department or agency;
2. Have not within a three-year period preceding this BID been  
convicted of or had a civil judgment rendered against them for  
commission of fraud or a criminal offense in connection with  
obtaining, attempting to obtain, or performing a public (Federal,  
State or local) transaction or contract under a public transaction;  
violation of Federal or State antitrust statutes or commission of  
embezzlement, theft, forgery, bribery, falsification or destruction  
of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly  
charged by a governmental entity (Federal, State or local) with  
commission of any of the offenses enumerated in paragraph (2) of this  
certification; and
4. Have not within a three-year period preceding this application/BID  
had one or more public transactions (Federal, State or local)  
terminated for cause or default.

(If the primary participant is unable to certify to any of the  
statements in this certification, the participant shall attach an  
explanation to this certification)

THE PRIMARY PARTICIPANT, \_\_\_\_\_,  
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF  
THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND  
THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE  
THERE TO.

\_\_\_\_\_  
**Signature and Title of Authorized Official**

**ATTORNEY'S CERTIFICATION**

The undersigned chief legal counsel for the  
\_\_\_\_\_ hereby certifies that the  
\_\_\_\_\_ has authority under State and local law  
to comply with the subject assurances and the certification above has  
been legally made.

\_\_\_\_\_  
**Signature of Applicant's Attorney**

\_\_\_\_\_  
**Date**

**STATE OF NORTH CAROLINA  
E-VERIFY AFFIDAVIT  
GOLDSBORO-WAYNE TRANSPORTATION AUTHORITY**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Goldsboro-Wayne Transportation Authority

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

\_\_\_ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

\_\_\_ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

\_\_\_ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 201█.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 201█.

[OFFICIAL SEAL]

\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_



**FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) CERTIFICATION**

FMVSS Certification for Both Pre-Award and Post-Delivery

The Proposer hereby certifies that it has provided the Buyer with self-certification information with this proposal and will provide post-delivery self-certification information necessary to meet the FMVSS. Essentially, this means that the Proposer will describe in writing the content of the certification label contained on the vehicle pursuant to 49 CFR part 567.

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

Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT**

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

(Mark one; and only one of the three blank spaces with an "X")

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

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

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

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

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

Title: \_\_\_\_\_

**ADVERTISEMENT FOR BID #2015-1028  
TWO 26'-27' LOW FLOOR LIGHT-DUTY BUSES**

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids for one 26'-27' low floor bus, which is to be furnished to the Goldsboro-Wayne Transportation Authority, will be received by the authority at 101 North Carolina St., Goldsboro, North Carolina, until 2:00 p.m. on Monday, November 30, 2015 at which time all bids will be publicly opened and read. Instructions for submitting bids and complete specifications for the busses may be obtained at the offices of the Goldsboro-Wayne Transportation Authority, 101 North Carolina St., Goldsboro, NC during regular office hours. **The Goldsboro-Wayne Transportation Authority (GWTA) reserves the right to reject any and all bids.**

**EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and during their employment, the employees are treated without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

**STATEMENT OF FINANCIAL ASSISTANCE**

This project will be funded through grants from the City of Goldsboro, the North Carolina Department of Transportation and the United States Department of Transportation and as such will be subject to special conditions of these agencies as set forth in the specifications.

**INELIGIBLE CONTRACTORS**

All bidders will be required to certify that they are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contract Incorporating Labor Standards Provisions.

**DISADVANTAGED BUSSESINESS ENTERPRISE (DBE) /MINORITY BUSSESINESS ENTERPRISE (MBE) /WOMEN'S BUSSESINESS ENTERPRISE (WBE)**

In connection with the performance of this contract, the Contractor will cooperate with the project sponsor in meeting his commitments and goals with regard to the maximum utilization of DBE, MBE, and WBE and will use its best efforts to insure that these business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract. Best efforts to meet the goals will be documented in accordance with the DBE, MBE, and WBE.

**LOBBYING**

The Contractor agrees to comply with the provisions of 31 U.S.C. Sect. 1352, which prohibits the use of the Federal funds for lobbying any official or employee of any Federal agency or member or employee of Congress, and requires the Recipient to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying", 49 C.F.R. Part 20. The Contractor and its subcontractors, if any, shall be required to complete and comply with the requisite lobbying certification (and any disclosure statement necessary) which is included in this bid.

**REPORTING, RECORD RETENTION, AND ACCESS**

Upon request, the Contractor agrees as follows:

- To provide to the Department or to FTA those reports required by U.S. DOT's grant management rules and any other reports the Federal government may require.
- That during the course of the contract and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts and supporting materials relating to the contract as the Federal government may require.
- Upon request, the Contractor shall permit the Secretary of Transportation and the Comptroller General of the U.S., or their authorized representatives, to inspect all work, materials, payrolls and other data, and to audit the books, records, and accounts of the Contractor pertaining to this contract.

**FEDERAL CHANGES**

The Contractor shall at times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

**NONCONSTRUCTION EMPLOYEE PROTECTION REQUIREMENTS**

In accordance with section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Sections 327 through 332, the Contractor agrees and assures that, for this contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

In accordance with the requirements of the federal grant contract, absent the Federal Government's

## **SAFE OPERATION OF MOTOR VEHICLES**

### a, Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project

### b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

### c. Safety. The Contractor is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

(2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### d. Definitions

(1) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

“Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law

**Sensitive Security Information** - Each third party contractor must protect, and take measures

to ensure that its subcontractors at each tier protect, “sensitive security information” made available during the administration of a third party contract or subcontract. This is to ensure

compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 152

## **CIVIL RIGHTS**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

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

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

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.



(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations “Transportation Services for Individuals with Disabilities (ADA)” 49 C.F.R. Part 37;
- (2) U.S. DOT regulations “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;

- (4) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.” 28 C.F.R. Part 36;
- (6) U.S. GSA regulations “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.**

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **1.00 SCOPE**

The contract awarded hereunder shall be for the manufacture and delivery of transit buses in accordance with the terms and conditions set forth below. The contract shall be a firm-fixed price contract.

Any contract resulting from this solicitation shall include the following, which are incorporated herein:

Required Certifications, Instructions to Bidders and Contract Requirements, Technical Specifications, Quality Assurance Provisions, Warranty Provisions, Parts, Tools, and Training, and Addenda - As Issued.

All terms and conditions of FTA and NCDOT grant contract are subject to review of the successful bidder to the extent they relate to the bidder's obligation as a third party. Copies of these grant contracts are available for inspection at GWTA.

Resolution from GWTA approving the contract and certifying availability of funds.

Performance Bond unless the requirement is waived in whole or in part by GWTA.

## **1.01 DEFINITIONS**

The following are definitions of special terms used in this document:

- **Procuring Agency** - Goldsboro-Wayne Transportation Authority
- **Contracting Officer** - Fred Fontana, Executive Director for the Goldsboro-Wayne Transportation Authority
- **Contractor** - The successful bidder who is awarded the contract for providing all buses and equipment described in the contract documents

- **Authorized Signee** - The person who is executing this contract on behalf of the bidder/Contractor and who is authorized to bind the bidder/Contractor.
- **Supplier** - Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion on the bus. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in the Quality Assurance Provisions.
- **Work** - Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.
- **Defect** - Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a busses to cease operating or causes it to operate in a degraded mode.
- **Related Defect** - Damage inflicted on any component or subsystem as a direct result of a defect.

## **1.02 BID REQUIREMENTS**

Sealed bids of two (2) originals and two (2) copies, including all certifications and as described in the "**BID PREPARATION**" section, will be received in the office of the Executive Director, 600 North Madison Ave., Goldsboro, North Carolina, for the provision of three light duty 27' low floor transit busses with an option to purchase additional transit bus. All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and conditions of the contract documents. The busses shall fulfill all of the requirements defined the Technical Specifications section, including addenda thereto. Compliance with these requirements shall be in accordance with the procedures defined in the Quality Assurance Provisions. The Contractor shall accept the warranty provisions covering the busses. The Contractor shall submit the pricing BID, the required certifications, and the bid bond.

This bid shall incorporate by reference those specifications as amended, the technical information submitted as a part of this bid, and all correspondence between GWTA and the bidder.

## **1.03 DELIVERY PROCEDURE**

Delivery shall be determined by signed receipt of GWTA's executive director, Fred Fontana at the point of delivery and may be preceded by a cursory inspection of the busses. The point of delivery shall be 600 North Madison Ave., Goldsboro, North Carolina. Delivery of the busses shall be by common carrier drive-away. The Contractor shall bear the full expense and responsibility of the delivery.

#### **1.04 DELIVERY SCHEDULE/CONTRACT PERIOD**

The busses shall be delivered at a rate not to exceed ten buses per day Monday through Friday. Delivery shall not be made on Saturdays, Sundays or Holidays. Delivery shall be completed within **120** days after delivery of the executed contract documents. Hours of delivery shall be between the hours of 8:00am and 5:00pm Monday through Friday. The contract period shall be from the date of the advertisement to bid through the acceptance of the last busses.

#### **1.05 PAYMENT SCHEDULE**

GWTA shall make payment in full within 30 days after acceptance of each bus. The Contractor's invoices for the busses shall be submitted 30 calendar days prior to each delivery to GWTA, P.O. Box 227, Goldsboro, N.C. 27533.

The Contractor shall bill single invoice for each of the bus and each shall include:

- Contract number
- Line item number invoiced
- Model and serial number of busses invoiced, if applicable
- Unit and total prices by line item number
- Delivery Date
- State and Local Taxes
- Total invoice amount

#### **1.06 CONSIDERATIONS AND QUALIFICATIONS FOR AWARD**

Award of this contract shall be made to the lowest responsible bidder whose offer is most advantageous to GWTA, after our evaluation of performance and standardization, pursuant to Section 143-129 of the General Statutes of North Carolina. The procedures contained in these specifications will be used in making this determination. Further, the bid must be responsive in all respects to these procurement requirements. The bidder must be a person, firm, or corporation that:

- Has in operation a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
- Has adequate engineering and service personnel to satisfy any engineering or service problems that may arise through the warranty period.

- Have the necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.
- H  
as an adequate parts supply and distribution network.
- Has developed and maintained adequate technical publications.
- Has an adequate training staff and program to provide complete busses training for GWTA's maintenance staff.

Further the bidder shall be qualified in accordance with the Quality Assurance Provisions.

The bidders shall submit the following, to permit GWTA to make its exclusive judgment as to whether a bidder is responsible or not and its exclusive judgment as to the complete cost of the proposed vehicles. All of the following information shall be included in the bid document by reference:

- A list of properties in the United States to which the bidder has completed delivery of similar type equipment. Such a list must indicate the number of units in the order, the delivery completion date and cover a period of time no less than the most recent 12 months the bidder has been in production.
- A copy of the bidder's most recent financial report.
- A description of the manufacturer's facilities.
- A complete description of the bidder's engineering and service department, and verification that adequate engineering and service personnel are available to handle any product problems and provide required training after delivery of the busses.
- A complete description of the bidder's parts network and parts ordering procedures and policies, a complete parts list with prices, and a complete parts inventory for maintaining eighteen busses.
- A complete set of the bidder's technical publications related to the proposed busses.
- A complete description of the bidder's mechanics training staff and courses, a complete list of the components and systems that are different from GWTA's existing fleet and a complete list of recommended mechanics training courses.
- A complete description of the proposed busses permitting GWTA to determine conformance with the specifications including

drawings and technical specifications for the bus body and all major components.

- Complete performance tests, statistically valid, demonstrating adherence with the technical specification's performance measures.
- After review of GWTA's existing facilities and tools, a complete list will be required of any building or equipment alterations necessary to adequately service and maintain the busses and a complete list of special tools that will be required to completely repair the busses body and all components.
- After a review of GWTA's existing fleet, a complete list will be required of components, systems and controls that will be different from the operator's perspective, and a recommended training program to adequately train GWTA's existing busses operators in the complete operation of the proposed vehicles.

GWTA shall have the right to conduct a pre-award survey of each bidder.

#### **1.07 BIDDER REVIEW PROCEDURES**

A bidder may discuss the specifications and addenda with GWTA. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests as required by these procedures.

A bidder may submit to the Contracting Officer requests for approved equals, clarifications, or protests on items that have been required by the specifications or on any addendum to the specifications. Any such request or protest must be received by GWTA, in writing, on or before the date listed in the Schedule of Events. Any request or protests must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than that required by the addendum or as evidence that the protest should be upheld.

GWTA must make a determination of each bidder's request under this procedure in writing. That written determination must be mailed or otherwise furnished to each prospective bidder on or before the date listed in the Schedule of Events.

#### **1.08 BID PREPARATION**

Bidders are required to submit two responses sealed separately and properly identified as follows:



The first bid will be a sealed envelope containing the technical information, performance and standardization data and shall contain on the outside, the name, address and phone number of the bidder and be clearly marked "**LIGHT DUTY TRANSIT BUS**" "**TECHNICAL INFORMATION**". This envelope shall contain the technical specifications checklist.

The second bid will be a sealed envelope containing bid price information and shall contain on the outside, the name, address, and phone number of the bidder and be clearly marked "**LIGHT DUTY TRANSIT BUS**" "**PRICE BID**". This envelope shall contain the price quote, certifications, and the bid bond.

Each offer shall be made only on standard forms. All blank spaces in the offer must be filled in and no changes shall be made in the wording. The time and date for the bid opening is listed in the Schedule of Events and in the Advertisement for Bid section of these specifications.

GWTA will prepare contracts for the successful bidder using the name exactly as it appears in the BID, therefore, it is absolutely necessary that the bidder signs the BID using his **CORRECT AND COMPLETE LEGAL NAME**.

#### **1.09 BID EVALUATION PROCEDURES**

On the date established for receipt of the bids, GWTA will thereafter analyze the data in accordance with the procedures established. The award of this contract shall be made to the lowest responsive and responsible bidder whose offer is most advantageous to GWTA, pursuant to Section 143-129 of the General Statutes of North Carolina.

#### **1.10 BID POSTPONEMENT AND AMENDMENT**

GWTA reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective bidders. If the revisions and amendments require changes in quantities and or prices bid, the date set for opening bids may be postponed by such number of days as in the opinion of GWTA, which shall enable bidders to revise their bids. In any case, the bid opening shall be at least five (5) working days after the last amendment, and the amendments shall include an announcement of the new date, if applicable, for opening bids.

### **1.11 PUBLIC BID OPENING**

Bids shall be publicly opened at the time set for opening in this solicitation. Their content, including documents marked proprietary, shall be made public for the information of bidders and others interested, who may be present either in person or by representatives.

### **1.12 AWARD PROCEDURE**

Within 70 calendar days after the Bid Opening, GWTA will award the bid or reject all bids. If the successful bidder, upon acceptance of his bid by GWTA, fails to execute the contract documents and post the performance bond within 10 days after receipt of the forms, its offer may be rejected for default. In such event, the bidder shall forfeit the bid bond to GWTA.

### **1.13 BID REJECTION**

GWTA reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other bidders, or to reject, for good and compelling reasons, any and all bids submitted. Conditional bids, or those which take exception to the specifications, shall be considered nonresponsive and shall be rejected.

### **1.14 SINGLE BID RESPONSE**

If only one bid is received in response to the advertisement for bids, a detailed cost BID shall be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost BID in order to determine if the price is fair and reasonable.

### **1.15 TAXES**

Federal: GWTA is not exempt from Federal Excise Taxes and Transportation Taxes.

State: Applicable North Carolina sales and use taxes shall not be shown on bids but shall be added to invoices as a separate item.

### **1.16 COMPONENTS, MATERIALS, WORKMANSHIP AND COMPLETENESS**

These specifications reflect GWTA's preference as to dimensions, materials, and major components. However, the bidder shall not omit any part or detail, which goes to make the equipment complete and ready for service even though such part or detail is not mentioned in these specifications.

All units or parts not specified shall be manufacturer's best quality and shall conform in material, design or workmanship to the best practice known in the industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted.

The price quoted in any BID submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the equipment pursuant to these specifications. The bidder shall assume sole responsibility for the entire purchase as to warranty and after-sale parts and service.

**Bids will be accepted for new models only!**

### **1.17 BIDS ON EQUAL PRODUCTS**

- Whenever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. This inclusion is not to be construed as advocating or prescribing the use of any particular brand item or product. Whenever such names appear, approved equals will be acceptable.
- If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be clearly identified in the bid. The evaluation of the bid and the determination as to the equality of the product offered shall be the responsibility of GWTA, and will be based upon information furnished by the bidder or identified in his bid, as well as other information reasonably available to GWTA.
- **CAUTION TO BIDDERS** - GWTA is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to it. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for GWTA to: (a) determine whether the product offered meets the requirements of the technical specifications, and (b) establish exactly what the bidder proposes to furnish. The information furnished may include specific references to information previously furnished or to information otherwise available to GWTA.
- If the bidder proposed to modify a product in order to make it conform to the requirements of the technical specifications, he shall: (a) include in his bid a clear description of such proposed modifications and (b) clearly mark any descriptive material to show the proposed modifications.

### **1.18 BID DEPOSIT**

At the time of filing the bid, the Contractor shall make a deposit with the Executive Director of the Goldsboro-Wayne Transportation Authority; CASH, CASHIER'S CHECK OR A CERTIFIED CHECK (OR BID BOND as provided below) payable to the Goldsboro-Wayne Transportation Authority on some bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than (5) five percent of the amount of the BID; said deposit to be retained by the City in event of withdrawal of this bid after the public opening, or if the BID is accepted and undersigned bidder shall fail to execute the contract in accordance with the provisions of N.C.G.S. 143-129, and to give satisfactory surety. This BID shall be irrevocable after the public opening, and cannot be withdrawn after that time, and said deposit shall be forfeited to the Goldsboro-Wayne Transportation Authority as damages if this bid is withdrawn after the public opening, or if the Contractor fails to execute formal contract and provide satisfactory surety within thirty days after the award.

In lieu of making the cash deposit as above provided, such bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the Goldsboro-Wayne Transportation Authority upon said bond if the bidder fails to execute the contract in accordance with the bid bond and upon failure to forthwith make payment the surety shall pay to the Goldsboro-Wayne Transportation Authority the amount equal to the said bid bond. If this bond is not accepted within ninety days after the public opening, it shall be deemed rejected and deposit shall be returned to the undersigned bidder.

### **1.19 FAMILIARIZATION TRAINING**

The Contractor shall at the direction of GWTA, have at least one qualified instructor who shall be available at GWTA's property for at least fifteen (15) total calendar days between the hours of 8:00 a.m. and 5:00 p.m. for (0) month prior to, and three (3) months after, acceptance of the first busses. Instructor(s) shall conduct schools and advise GWTA's personnel on the proper operation and maintenance of the equipment. The Contractor shall also provide visual and other teaching aids necessary to accomplish training programs as proposed by GWTA.

### **1.20 ENGINEERS**

The Contractor shall, at its own expense, have a competent engineering representative available on request to assist GWTA's staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the Contractor of responsibilities under the Warranty Provisions.

### **1.21 DOCUMENTS**

The Contractor shall provide the following:

- (1) Current maintenance service manual book & CD-rom
- (1) Current parts manual book & CD-rom
- (1) Standard operator's manuals
- (1) Electrical wiring diagram books

The Contractor shall keep maintenance manuals available for a period of 3 years after the date of acceptance of the busses procured under this contract. The Contractor shall also keep parts books up-to-date for a period of 10 years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the busses covered by this procurement.

### **1.22 SPARE PARTS**

The Contractor shall guarantee the availability of replacement parts for these busses for at least the 10-year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this contract.

### **1.23 LIABILITIES AGAINST GWTA**

The Contractor shall indemnify, keep, and save harmless GWTA, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may accrue against GWTA arising out of, or resulting from, the Contractor's acts or omissions, including acts or omissions of its employees, servants, and agents.

### **1.24 PATENT INFRINGEMENT**

GWTA should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against GWTA based on a claim that any equipment or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against GWTA. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for GWTA the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

### **1.25 PRIORITY**

In the event of any deviation between the description of the busses in the Technical Specifications and other parts of this document the technical specifications shall govern.

### **1.26 WRITTEN CHANGE ORDERS**

Oral change orders are not permitted. No changes in this contract shall be made unless the Contracting Officer gives his prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer.

### **1.27 CHANGE ORDER PROCEDURE**

Within 30 calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule BID for the work to be performed. This BID shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, both parties shall execute a detailed modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract Disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided GWTA has obtained the prior concurrence of FTA.

### **1.28 MATERIALS/ACCESSORIES RESPONSIBILITY**

The Contractor shall be responsible for all materials and workmanship in the construction of the busses and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. This provision excludes radios, and equipment leased or supplied by GWTA, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the busses.

### **1.29 UNAVOIDABLE DELAYS**

If the delivery of completed busses under this contract should be unavoidably delayed; the Contracting Officer shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery

dates, and could not adequately have been guarded against by contractual or legal means.

### **1.30 NOTIFICATION OF DELAY**

The Contractor shall notify the Contracting Officer as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within 5 days, the Contractor shall confirm such notice in writing furnishing as much detail as is available.

### **1.31 REQUEST FOR EXTENSION**

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Contracting Officer to make a decision on any request for extension. The Contracting Officer shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Contracting Officer shall notify the Contractor of his decision in writing.

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

### **1.32 PREDELIVERY TESTS AND INSPECTIONS**

The pre-delivery tests and inspections shall be performed at or near the Contractor's plant; they shall be performed in accordance with the procedures defined in the Quality Assurance Provisions; and the Resident Inspector may witness them. When a bus passes these tests and inspections, the Resident Inspector shall authorize release of the busses.

### **1.33 ASSUMPTION OF RISK OF LOSS**

GWTA shall assume risk of loss of the busses on delivery. Prior to this delivery, the Contractor shall have risk of loss of the busses, including any damages sustained during the common carrier drive-away operation. Drivers shall keep a maintenance log enroute and it shall be delivered to GWTA with the buses.

### **1.34 ACCEPTANCE OF BUSES**

Within 15 calendar days after arrival at the designated point of delivery, the busses shall undergo GWTA's tests as defined in the Quality Assurance Provisions. If the buses pass these tests, acceptance of the buses by GWTA occurs on the fifteenth day after

delivery. Acceptance may occur earlier if GWTA notifies the Contractor of early acceptance or places the buses in revenue service. If the bus fails these tests, it shall not be accepted until the repair procedures have been carried out and the bus is retested until it passes. If the repairs have not been completed satisfactorily and the busses accepted within 30 days after initial failure of acceptance tests, the damages as covered will be accessed.

### **1.35 REPAIRS AFTER NONACCEPTANCE**

GWTA may require the Contractor, or its designated representative, to perform the repairs after non-acceptance, or GWTA's personnel may do the work with reimbursement by the Contractor.

### **1.36 REPAIRS BY CONTRACTOR**

If GWTA requires the Contractor to perform repairs after non-acceptance of the busses, the Contractor's representative must begin work within 5 working days after receiving notification from GWTA of failure of acceptance tests. GWTA shall make the buses available to complete repairs timely with the Contractor repair schedule.

### **1.37 REPAIRS BY GWTA**

1) **PARTS USED:** If GWTA decides to perform the repairs after non-acceptance of the buses; it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by GWTA to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

2) **CONTRACTOR SUPPLIED PARTS:** If the Contractor supplies parts for repairs being performed by GWTA after non-acceptance of the busses, these parts shall be shipped prepaid to GWTA from any source selected by the Contractor within 10 working days after receipt of the request for said parts.

3) **RETURN OF DEFECTIVE COMPONENTS:** The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The Contractor shall pay the total cost for this action.



4) **REIMBURSEMENT FOR LABOR:** The Contractor shall reimburse GWTA for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect, times forty dollars per hours, plus the cost of towing of the busses if such action was necessary.

5) **REIMBURSEMENT FOR PARTS:** the Contractor for defective parts that must be replaced to correct the defect shall reimburse GWTA. The reimbursement shall include taxes where applicable and fifteen percent handling costs.

### **1.38 TITLE**

Adequate documents for securing the buses in Goldsboro, North Carolina shall be provided to GWTA at least 30 working days before each bus is released to the common carrier drive-away. Following acceptance of each bus, the Contractor warrants that the title shall pass to GWTA free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character. Each title shall be made out to the "**Goldsboro-Wayne Transportation Authority**".

### **1.39 DAMAGES**

In the event of a delay in the completion of deliveries and acceptance of busses beyond the dates specified, and not subject to the contract unavoidable delays clause, GWTA shall assess as damages, \$100.00 per calendar day per bus. These damages shall be deducted from any monies, due, or which may thereafter become due, to the Contractor under this contract.

### **1.40 AUDIT AND INSPECTION OF RECORDS**

The Contractor shall permit the authorized representative of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts under this contract with which Federal funds are used, from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in the Quality Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the exception of single bid or sole source situations.

### **1.41 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by GWTA in accordance with this clause in whole, or from time to time, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of GWTA. Any such termination shall be effected by delivery to the Contractor of a

notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall: stop work under the contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to GWTA in the manner, at the times, and to the extent directed by the Contracting Officer, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case GWTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the Goldsboro-Wayne Transportation Authority and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to GWTA; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by GWTA to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which GWTA has or may acquire an interest.

Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 1-8.701 (c), (d), (e), (f), (g), (h), (i), (j), and (k) except that wherever the word

"Government" appears it shall be deleted and the word "GWTA" shall be substituted in lieu thereof.

#### **1.42 TERMINATION FOR DEFAULT**

GWTA may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the equipment, make the required repairs thereto, or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

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

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

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

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

The rights and remedies of GWTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **1.43 COMMUNICATIONS**

Communications in connection with this contract shall be in writing and shall be delivered personally, by facsimile or by regular, registered, certified, or express mail. It shall be addressed to:

Fred Fontana  
Executive Director  
P.O. Box 227  
Goldsboro, NC 27533  
Fax: 919-731-1558

or as the circumstances may require, to the Contractor's designated representative to receive such communications. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing.

Communications shall be considered received at the time actually received by the addressee or designated agent.

#### **1.44 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS**

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### **1.45 PROHIBITED INTEREST**

No member, officer, or employee of the public body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### **1.46 AIR POLLUTION**

The Contractor and suppliers must submit evidence to GWTA that the governing air pollution criteria will be met. This evidence and related documents will be retained by GWTA for on-site examination.

#### **1.47 MOTOR VEHICLE SAFETY STANDARDS**

The motor vehicles will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation.

#### **1.48 MOTOR VEHICLE POLLUTION REQUIREMENTS**

When new motor vehicles are purchased with project funds, GWTA must obtain from the Contractor a certification in writing that:

The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.

#### **1.49 BUY AMERICA**

The Contractor must comply with Section 165 of the Surface Transportation Assistance Act of 1982, P. L. 97-424, 49 U.S.C. 1601 (the Buy America provision), and FTA regulations and/or guidance issued to implement this statutory provision. A certification indicating that the Contractor will comply with the requirements of Section 165(a) and the FTA regulations must be submitted with the bid.

#### **1.50 BID PROTEST**

All protests shall be filed, handled, and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1F Third Party Contracting Guidelines and the Goldsboro-Wayne Transportation Authority's Protest Procedures below.

Current FTA policy states that: "Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local officials." (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed 15 days prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. To be filed on a given day,

protests must be received by 4:30 p.m. current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is complete. Unless the time limit for receiving the protest is extended for good cause, a protest that is received after the time limit will not be considered.

All protests should be filed in writing with the Chair, GWTA Board of Directors Goldsboro-Wayne Transportation Authority, P.O. Box 227, Goldsboro, NC 27533. No other location shall be acceptable. To be complete, protests must contain the following information:

1. The protester's name, address, telephone number, and fax number;
2. The solicitation/bid number;
3. A detailed statement of all factual and legal grounds for protests and an explanation of how the protester was prejudiced;
4. Copies of relevant documents supporting protester's statement;
5. A request for ruling by the Goldsboro-Wayne Transportation Authority;
6. Statement as to form of relief requested;
7. All information establishing that the protester is an interested party for the purpose of filing a protest; and
8. All information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

When a protest is filed before an award, an award shall not be made until the matter is resolved unless based on written finding that 1) the supplies or services are urgently required, or 2) delivery or performance would be unduly delayed by failure to make the award promptly, or 3) a prompt award would be in the best interest of GWTA. Should GWTA postpone the date of bid submission owing to a protest or appeal of the solicitation specifications, addenda, dates, or any other issue relating to the procurement, GWTA shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest has been filed, and the due date for the bid submission shall be postponed until GWTA has issued its final decision.

When a protest is filed within ten (10) days after an award or five (5) days after a debriefing date was offered to the protester under

a timely debriefing request, whichever is later, performance shall be immediately suspended pending resolution of the protest. However, contract performance may continue, notwithstanding the protest, based on written finding that 1) contract performance would be in the best interest of GWTA, or 2) urgent and compelling circumstances that significantly affect the interests of GWTA will not permit waiting for a decision.

The Chair of the GWTA Board of Directors shall make a decision on the protest within ten (10) working days from the receipt of the protest. The written decision will respond to the issues raised by the protester and will address any other issues, which even if not raised by the protester, that may have been identified as being relevant to the fairness of the procurement process. The decision will be delivered to the protester by "Certified Mail, Return Receipt Requested."

A protester must exhaust all administrative remedies with the GWTA before pursuing a protest with the Federal Transit Administration (FTA). However, if the protester believes that the GWTA failed to review the complaint or protest or failed to follow its own protest procedures, the protester may file an appeal to the FTA office below:

Regional Administrator  
Federal Transit Administration, Region IV  
61 Forsyth Street, SW  
Suite 17T50  
Atlanta, GA 30303-8917

The protester must file with the FTA no later than five (5) days after the Chair of the GWTA Board of Directors final decision is rendered. The submission to the FTA should include the name and address of the protester, a statement of the grounds for protest and any supporting documentation, a copy of the local protest filed with the GWTA and a copy of the Board Chair's decision.

The Goldsboro-Wayne Transportation Authority will submit to the FTA any required information requested in order for the FTA to make a determination, including a copy of these protest procedures, a description of the process followed concerning the protest in question and any supporting documentation. The Goldsboro-Wayne Transportation Authority will provide to the protester any material submitted to the FTA.

### **1.51 PERFORMANCE BOND**

Any contract awarded pursuant to this bid shall require a 100 percent performance bond from a surety licensed in the State of North Carolina and acceptable to GWTA unless GWTA waives this requirement in whole or in part. This performance bond shall cover the construction of the vehicles in accordance with these

specifications, the timely delivery of vehicles in accordance with these specifications, the performance over the life of the vehicles as defined in these specifications, the adequate supply of parts as required by these specifications, the provision of training as required by these specifications and the publication of manuals as required by these specifications.

## **CONTRACTOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS**

### **2.00 QUALITY ASSURANCE ORGANIZATION**

The Contractor shall establish and maintain an effective quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's management. The Contractor's complete quality assurance program for purchased components and in-plant inspection procedures shall be available for review by GWTA prior to bid.

### **2.01 QUALITY ASSURANCE ORGANIZATION FUNCTIONS**

The quality assurance organization shall include the following minimum functions.

### **2.02 CONTROL**

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

### **2.03 AUTHORITY AND RESPONSIBILITY**

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

### **2.04 WORK INSTRUCTIONS**

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

### **2.05 RECORDS MAINTENANCE**

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident



Inspectors. Inspection and test records for this procurement shall be available for a minimum of 1 year after inspections and tests are completed.

#### **2.06 CORRECTIVE ACTIONS**

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

#### **2.07 STANDARDS AND FACILITIES**

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

#### **2.08 CONFIGURATION CONTROL**

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

#### **2.09 MEASURING AND TESTING FACILITIES**

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

#### **2.10 PRODUCTION TOOLING AS MEDIA OF INSPECTION**

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

#### **2.11 EQUIPMENT USE BY RESIDENT INSPECTORS**

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

## **2.12 CONTROL OF PURCHASES**

The Contractor shall maintain quality control of purchases.

## **2.13 SUPPLIER CONTROL**

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

## **2.14 PURCHASING DATA**

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

## **2.15 MANUFACTURING CONTROL**

The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

## **2.16 COMPLETED ITEMS**

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

## **2.17 NONCONFORMING MATERIALS**

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

## **2.18 STATISTICAL TECHNIQUES**

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

## **2.19 INSPECTION STATUS**

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed

transit busses. Identification may include cards, tags, or other normal quality control devices.

## **2.20 INSPECTION SYSTEM**

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

## **2.21 INSPECTION STATIONS**

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

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

## **2.22 INSPECTION PERSONNEL**

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

## **2.23 INSPECTION RECORDS**

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

The inspection personnel shall enter discrepancies noted by the Contractor or Resident Inspector during assembly on a record that

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

## **2.24 QUALITY ASSURANCE AUDITS**

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

## **2.25 RESIDENT INSPECTOR**

The Resident Inspector shall represent GWTA at the Contractor's plant. They shall monitor, in the Contractor's plant, the manufacture of transit busses built under this procurement. The Resident Inspectors shall be authorized to approve the pre-delivery acceptance tests, and to release the busses for delivery. Upon request to the quality assurance supervisor, the Resident Inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

No less than 30 days prior to the beginning of bus manufacture, the Resident Inspector shall meet with the Contractor's quality assurance manager. They shall review the inspection procedures and checklists. The Resident Inspector may begin monitoring buses construction activities 2 weeks prior to the start of bus fabrication.

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

The presence of the Resident Inspector in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement.

Resident Inspectors shall not have the authority to stop the Contractor's production line until any apparent problem area of major significance to warrant such actions is fully discussed with the Contractor's top management.

## **2.26 RESPONSIBILITY**

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

## **2.27 PREDELIVERY TESTS**

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to GWTA. These pre-delivery tests shall include visual and measured inspections, as well as testing the total busses operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at the Contractor's discretion to ensure that the completed busses have attained the desired quality and have met the requirements in the Technical Specifications. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

The pre-delivery tests shall be scheduled and conducted with sufficient notice so that the Resident Inspector, who may accept or reject the results of the tests, may witness them. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The Resident Inspector, using a pit or busses hoist provided by the Contractor shall make the underfloor equipment available for inspection. A hoist, scaffold, or elevated platform shall be provided by the Contractor to easily and safely inspect busses roofs. Delivery of each bus shall require written authorization of a Resident Inspector. The Contractor shall provide authorization forms for the release of each bus for delivery. An executed copy of the authorization shall accompany the delivery of each bus.

## **2.28 INSPECTION - VISUAL AND MEASURED**

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

## **2.29 TOTAL BUSES OPERATION**

Total busses operations shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of

the busses as a system and to verify the functional operation of the subsystem that can be operated only while the buses is in motion.

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

### **2.30 POST-DELIVERY TESTS**

GWTA may conduct acceptance tests on each delivered bus. These tests shall be completed within 15 days after bus delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of bus release and delivery to GWTA. The post-delivery tests shall include visual inspection and bus operations.

Buses that fail to pass the post-delivery tests are subject to non-acceptance. GWTA shall record details of all defects on the appropriate test forms and shall notify the Contractor of non-acceptance of each bus within 5 days after completion of the tests. The defects detected during these tests shall be repaired.

### **2.31 NEW BUS MANUFACTURING INSPECTION GUIDELINES**

This attachment was developed by the American Public Transit Association (APTA) Bus Equipment and Maintenance Committee and is intended as a Guideline for use by transit systems (Procuring Agency) and vehicle manufacturers (Contractors).

Two lists are included to reflect the expectations of both the transit system and the vehicle manufacturer.

## Pre-Building Phase

Bus Manufacturers Expectations	Transit System Expectations
<p>1. Contract/Transit system inspectors must be given all contract documentation before beginning inspection process.</p> <p>2. Bus manufacturers inspection process should be reviewed at preproduction audit meeting. Inspectors should be present and understand the difference between various manufacturers processes. At least one key customer and manufacturer representative should be present that will follow the entire procurement from start to finish.</p> <p>3. When change orders are required, they need to be made as early in the process as possible. Six months before building starts, whenever possible. If change orders have an impact on delivery schedule, consideration should be given to a delivery schedule revision.</p> <p>4. Transit system inspection forms should be provided to manufacturers prior to the build so that the manufacturer will know the items the customer believes are critical. The inspection forums should be provided to the manufacturer after completion so that the defects to be corrected can be identified.</p> <p>5. If transit system requires sole source components, transit system should obtain assistance for first installation of new components.</p> <p>6. Transit system should have a decision maker at the preproduction audit meeting.</p> <p>7. Transit system should make every effort to inform manufacturers of what they want. Hidden agenda items buried in contract do not promote the cooperative environment desired.</p> <p>8. Agree on what constitutes a line shut down before build begins.</p>	<p>1. Manufacturers should have a formal, approved Quality Assurance (QA) Program, and must adhere to the program! Program must identify senior QA person. QA program must be an integral part of the company's ISO 9000 certification to be effective January 1, 1999. Any changes in approved program must be resubmitted to transit system for approval.</p> <p>2. Preproduction audit meeting with transit system.</p> <ul style="list-style-type: none"> <li>• Representatives from contracts, engineering, quality, and production should be represented</li> <li>• Manufacturers should improve communication between own departments regarding contract requirements</li> <li>• Must have formal sales release to review at the meeting and provide final sales release prior to production</li> <li>• Manufacturers should not use meeting to sell parts</li> <li>• Manufacturers should supply test information and other documents required to meet expectations.</li> </ul> <p>3. Manufacturers should have application and installation approvals from suppliers whenever possible.</p> <ul style="list-style-type: none"> <li>• On installations of new major components, sub-supplier must be present at initial production.</li> </ul> <p>4. Manufacturers should read and understand the <u>specification</u> prior to bid! Specification clarification should be made during the approved equals process. Ask questions at prebid meetings</p> <p>5. Manufacturers service representative should be involved with preproduction audit meeting and initial production and/or at final acceptance.</p> <p>6. Prior to build – bus manufacturer should be able to provide to the transit system a complete Bill of Material for the bus to be built.</p>

### Process During Building Phase

Bus Manufacturers Expectations	Transit System Expectations
<p>1. Need one person as primary inspector from start to finish of process. The primary inspector should be included in the design review process and preproduction meetings. Consistency is very important. First or second bus should stay at manufacturer's location as a quality standard and be delivered last.</p> <p>Rotation of personnel with different expectations/standards cause difficulties.</p> <p>2. Adequate number of experienced inspectors should be available to prevent production line movement delays.</p> <p>3. Inspectors should be available to support the manufacturing effort Monday through Friday, consistent with the manufacturers production personnel hours.</p> <p>4. Inspections should be conducted in a cooperative, professional manner. Must <u>want</u> to solve problems.</p> <p>5. Only one person should be able to make STOP SHIP calls and <u>reason</u> for the STOP SHIP <u>must</u> be immediately available. STOP SHIP must be in writing.</p> <p>6. Problems identified should be brought to the attention of the manufacturer at the stage when they occur rather than at a future stage or when the vehicle is complete.</p>	<p>1. Resident inspector should have access to a complete set of engineering drawings and documents for the bus being built. Engineering or manufacturing changes must be formally documented and included in documents provided to transit systems.</p> <p>2. Manufacturers should maintain build schedule if possible. Changes in build schedule and requests for overtime and weekend work must be communicated as early as possible.</p> <p>3. Buses should not be presented for final buy-off (inspection) that are not ready or complete.</p> <p>4. Manufacturers should have formal internal/external communications process and feedback of inspection problems and resolutions. Manufacturers should provide early resolution of problems identified by inspectors. QA procedures must be revised to reflect problem correction.</p> <p>5. Attitude of manufacturers and QA personnel is important. Remember who the customer is. However, there must be mutual respect.</p> <p>6. Transit system is not responsible for redesigning the bus, correcting problems or manufacturer quality. They <u>audit</u> only. Should not need a <u>learning</u> period for manufacturers to determine acceptable quality standards.</p> <p>7. Buses should be identical and interchangeable within an order unless approved by transit system.</p> <p>8. Inspection work should be spread evenly during the workday to the extent possible.</p>

### Post Building Phase

Bus Manufacturers Expectations	Transit System Expectations
<p>1. Increase the rate of the final acceptance process at the transit system after delivery to improve payment process.</p> <p>2. On property final acceptance inspection should be primarily for shipping damage and defects that occur during shipment. Complete vehicle inspection with criteria different from that used at the plant should not be done.</p>	<p>1. Defects noted at property final inspection should be repaired in a timely and acceptable manner.</p>



### **3.00 GENERAL**

These technical specifications cover the requirements for wheelchair accessible 27-foot light duty low floor transit bus. These busses shall be 96 inches wide and shall provide maximum passenger appeal in appearance, comfort, and safety; combined with excellence in reliability, operating characteristics, standardization with existing fleet, economy of operation. Each bus shall be in compliance with the Americans with Disabilities Act and conform to state and federal vehicle regulations and emission standards. The bus shall be designed and constructed to assure a minimum service life of at least 7 years and be capable of operating at least 40,000 miles per year; and it shall be capable of operating at least 200,000 miles in its service lifetime. This low floor bus shall be equipped with power steering, a gas engine, and an automatic transmission. It is intended for the widest possible spectrum of passengers, including children, adults, the elderly, and the disabled. This vehicle shall be able to be used for para-transit service and general service on urban arterial streets.

### 3.1 TECHNICAL SPECIFICATION PROVISIONS

Each bidder shall provide documentation that the following requirements have been met:

1. That the proposed vehicle is manufactured in an ISO-certified bus manufacturing facility;
2. The proposed model has been tested to show compliance with FMVSS 220 "School Bus Roll Over Protection" standard;
3. The proposed model has been tested to show compliance with FMVSS 221 "Sidewall Joint Strength" standard;
4. The proposed body manufacturer has been certified and approved by the chassis manufacturer.
5. The proposed model has been tested to show compliance to a 7 year/200,000 mile duty cycle life as documented by the Federal Transit Administration test center in Altoona, Pennsylvania.

#### 3.1.1 GENERAL SCOPE

---

It is the intent of the following specifications to describe Low Floor Para-transit, disabled accessible buses.

#### STANDARD LOW FLOOR CUTAWAY REQUIREMENTS

	YES	NO
1. This specification is for a Mid-Size Low Floor Commercial bus of the "Body-on-Chassis" type.	_____	_____
2. The bus shall have a power ramp to facilitate entry by passengers including those in a wheelchair.	_____	_____
3. The bus shall meet all requirements of the Americans With Disabilities Act even though the specific items may not be listed in detail in this specification.	_____	_____
4. The bus shall be of the Low Floor type with front coil springs and rear leaf springs.	_____	_____
5. The bus shall have an electric operated front passenger door	_____	_____
6. The buses shall have seating capacity for a minimum of 17 forward facing, and 4 side facing seated passengers while providing a minimum of 2 forward facing wheelchair positions.	_____	_____
7. Each wheelchair position shall include a flip foldaway seats that can accommodate four (2) additional passengers (per wheelchair position) when a wheelchair position is not occupied allowing for a total of <u>  21  </u> ambulatory passengers.	_____	_____

### 3.2 BODY

---

<b>3.2.1 BODY – DIMENSIONS/WEIGHTS</b>
--

**STANDARD CUTAWAY  
REQUIREMENTS**

**YES NO**

**Axle weight shall be rated as follows:**

Front - 4,600 pounds minimum

\_\_\_\_\_  
\_\_\_\_\_

Rear - 9,600 pounds minimum. Each bus shall have a maximum of two axles.

\_\_\_\_\_  
\_\_\_\_\_

Gross Vehicle Capacity - Maximum 14,200 lbs. The bidder shall include engineering weight calculations for the vehicle bid, with a full passenger load, and all fluids and equipment as specified.

\_\_\_\_\_

Vehicle Height - Maximum 110", antennas not included.

\_\_\_\_\_  
\_\_\_\_\_

Interior Height - 76" minimum.

\_\_\_\_\_  
\_\_\_\_\_

Exterior width excluding wheel wells and bumpers - 96" maximum.

\_\_\_\_\_  
\_\_\_\_\_

Interior width shall be 91.5" minimum at seat level.

\_\_\_\_\_  
\_\_\_\_\_

<b>3.2.2 BODY – EMERGENCY EQUIPMENT</b>
---

**REQUIREMENTS:**

	<b>YES</b>	<b>NO</b>
No less than a 16-unit first aid kit in a 9.5" x 6.5" kit shall be furnished in accordance with_____	_____	_____
A 5 lb., 2A 10 BC rating extinguisher shall be furnished and mounted in the vehicle.	_____	_____
Each vehicle shall contain 3 DOT approved bi-directional warning reflectors. Kit shall be mounted in a readily accessible position to driver.	_____	_____
Each vehicle shall contain a body fluid spill kit	_____	_____
A dual purpose 23" x 23" Transpec roof hatch emergency exit shall be installed in the roof above the center of the passenger compartment.	_____	_____

Note: Placement of all emergency equipment to be approved by procuring agency before final installation.

<b>3.2.3 BODY – DOORS, EXITS, AND STEPS</b>
---

**REQUIREMENTS:**

**YES NO**

The entrance door shall be swing out type electrically operated and a minimum of forty-two inches wide with a thirty-nine (39) inches wide clear opening with no obstructions for the passengers. Clear entry door dimensions shall be 39” wide by 75” high

\_\_\_\_\_

The door windows shall have the following minimum dimensions: 15” x 72”

\_\_\_\_\_

Steps are not allowed; all passengers shall enter by way of a passenger door

\_\_\_\_\_

The ramp shall be a Braun low-floor power ramp that is designed to let wheelchair passengers enter the bus unassisted once the ramp is deployed.

\_\_\_\_\_

Bus shall include weather-proof exterior toggle switch for the entry doors. Exterior entry door switch is to be active only with ignition power on. Location of the switch shall be on the right outside of the passenger entrance door .

\_\_\_\_\_

Entry door emergency release shall be easily accessible and clearly identified.

\_\_\_\_\_

**3.2.4 BODY – FLOOR**

**REQUIREMENTS:**

	<b>YES</b>	<b>NO</b>
Steel sub floor cross members shall be 2" X 2", 14 Gauge steel tubing.	_____	_____
Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation pucks.	_____	_____
The sub floor is bolted through these rubber pucks to the chassis rails.	_____	_____
Body is mounted directly over the chassis frame to provide an integrated body chassis mounting, Any other mounting system is not acceptable	_____	_____
Flooring shall be 5/8" thick single piece, engineered wood with moisture barrier laminated to upper surface., with moisture sealed edges. The underside of the flooring shall be sprayed with a Poly-Urea coating (material thickness of 40 mils).	_____	_____
Interior Floor/lower side wall covering shall be seamless sprayed-in Poly-Urea Coating (Material thickness of 50 mils), for durability and which will allow the floor to be cleaned with a hose if desired.	_____	_____
The Poly-Urea coating will also cover the area around the ramp (but not the ramp platform itself).	_____	_____
The cab floor shall be the General Motors OEM floor covering.	_____	_____

<b>3.2.5 BODY – GENERAL</b>
-----------------------------

**REQUIREMENTS:**

	<b>YES</b>	<b>NO</b>
The intent of the body structure specifications is to specify a structure, which shall meet or exceed the Federal Motor Vehicle Safety Standards	_____	_____
Front and rear mud flaps shall be installed and approved by the agency.	_____	_____
Rear bumper shall be Romeo Rim help bumper or approved equal.	_____	_____
Front bumper shall be OEM	_____	_____
Insulation in sides, rear and roof shall be equal to an R-6 thermo-barrier and sound absorption.	_____	_____
Side Wall and Rear Wall Construction shall be one 1 ½” X 1 ½” horizontal 16 gauge steel tube below the window line and one 1 ½” X 2 1/2” 14 gauge tube at the floor level. With one 1½” X 1½” horizontal 16 gauge steel tube at the top sidewall forming the top edge of the wall. Steel structure must extend below the floor level to the lowest point in the sidewall. Wall structure which ends at the floor line is not acceptable. Lower skirts that are not an integral part of the sidewall are not permitted.	_____	_____
Side wall vertical Steel 16 Gauge Square Tubing nominal dimensions 1½” X 1½”. Vertical steel ribs consist of one (1) 1½” X 2” 14 gauge steel spaced at the sides of each window opening. Two (2) 1½” X 1½” 16 gauge steel tubes are required at the front of the sidewall to form the front & rear of the door opening. One (1) 1 ½” X 1 ½” 16 gauge steel tube is welded vertically at the midpoint of each window with a width greater than 24 inches connecting the horizontal tube welded below the window line and the horizontal tube that is welded at the floor line. Horizontal steel tubes are welded to the vertical steel tubes. The entire steel structure must be Bonded and bolted together with Sikaflex® 252; any other method of assembling the steel cage will not be accepted. Exterior skin is FRP Composite skin Laminated to a moisture resistant (less than 1% absorption) substrate (not luan) attached to the steel cage with urethane adhesive.. Luan or other wood products are not permitted in the exterior sidewall or rear wall structure. Experience has shown that constructions using wood materials can lead to moisture wicking into the sidewalls causing corrosion of the exterior skin.	_____	_____
Rear of the bus shall have Vacuum formed caps bonded to a FRP Composite skin Laminated to a moisture resistant (less than 1% absorption) substrate (not luan) attached to the steel cage with urethane adhesive. or a full Fiberglass panel. The LED lights shall be mounted to the Vacuum formed or Fiberglass caps.	_____	_____

**3.2.5 (CONTINUED) BODY – GENERAL**

**REQUIREMENTS:**

**YES NO**

Access plate inside rear of bus for servicing fuel pump without removal of fuel tank \_\_\_\_\_



<b>3.2.6 BODY – MIRRORS</b>
-----------------------------

**REQUIREMENTS:**

**YES NO**

Interior Mirror - A rearview mirror of not less than 6 x 9 inches shall be installed for the driver's view of coach interior. Mirror shall be mounted on a dual swivel point.

\_\_\_\_\_

Exterior side view mirrors shall be manual, adjustable, left and right. The mirror shall be not less than 6"x 9" with split bottom convex wide angle spot mirror.

\_\_\_\_\_

The Agency shall approve mirrors and mirror mountings.

\_\_\_\_\_

<b>3.2.7 BODY – PAINT, TRIM AND SIGNAGE</b>
---

**REQUIREMENTS:**

**YES    NO**

The bidder shall, as a minimum, provide a low VOC coating system that meets the following minimum requirements.

\_\_\_\_\_

Primer - Corrosion resistant primer that is compatible with the basecoat/clearcoat system.

\_\_\_\_\_

Basecoat/Clearcoat System - Two part system basecoat/clearcoat low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant. The system shall have hardness, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics. The coating shall exhibit resistance to humidity, corrosive atmospheres, mineral and organic acids, alkalis, solvents, detergents and typical vehicle fuels, lubricants and hydraulic fluids.

\_\_\_\_\_

The vehicle shall be painted as directed by agency. With GWTA decals And logo.

\_\_\_\_\_

Vehicle shall contain signs inside that indicate:

1. Seats toward the front of vehicle shall be reserved for persons with disabilities.
2. No food or drinks allowed on the bus.
3. Shirts and shoes must be worn.
4. Driver does not make change.

\_\_\_\_\_

All emergency exits are to be properly identified.

\_\_\_\_\_

Each securement location shall have a sign designating it as such.

\_\_\_\_\_

Destination signs to be compatible Twin Vision Mobilite front and side. List of destinations to be provided by agency.

\_\_\_\_\_

<b>3.2.8 BODY – OPERATOR SEAT</b>
-----------------------------------

**REQUIREMENTS:**

**YES NO**

Driver's seat shall be Freedman reclining seat with right hand arm rest and manual driver's lumbar or approved equal.

\_\_\_\_\_

Driver's seat shall be equipped with a quick release type retractable lap and shoulder belt.

\_\_\_\_\_

Driver' seat shall have a mesh style map pocket holder mounted on the backside of the seat.

\_\_\_\_\_

Fabric colors and design shall be black.

\_\_\_\_\_

<b>3.2.9 BODY – PASSENGER SEATS</b>
-------------------------------------

**REQUIREMENTS:**

**YES NO**

Passenger seating shall be forward facing, Freedman Featherweight mid-high seating, or approved equal, heavy-duty cushioned vinyl seating.

\_\_\_\_\_

Side facing single foldaway seats shall be located at each wheelchair position.

\_\_\_\_\_

All passenger seats shall be equipped with retractable belts, the longest available.

\_\_\_\_\_

Seat shall be upholstered with vinyl. Color to be determined by agency.

\_\_\_\_\_

All forward-facing seats shall be installed with a minimum hip-to-knee dimensions of 28 inches.

\_\_\_\_\_

Aisle width shall be a minimum of 18 inches in passenger area.

\_\_\_\_\_

Seating arrangement and configuration shall require Buyer approval.

\_\_\_\_\_

Foldaway Seats shall incorporate a grab handle for wheelchair passengers, when seat is in folded position.

\_\_\_\_\_

<b>3.2.10 BODY – STANCHIONS AND HANDRAILS</b>
---

**REQUIREMENTS:**

**YES NO**

An entrance door modesty panel and stanchion post shall be provided at rear of stepwell.

\_\_\_\_\_

Clearance between modesty panel and first passenger seat shall be at least 28 inches measured from panel to front face of seat back at cushion height.

\_\_\_\_\_

Passenger assist handrails shall be provided for left and right of the passenger entry way.

\_\_\_\_\_

All stanchions and handrails shall be high visibility, yellow powder coat.

\_\_\_\_\_

Overhead handrails shall be provided on both sides of passenger area and will be continuous except in the wheelchair boarding area.

\_\_\_\_\_

Additional vertical stanchion shall be installed by agency requirement and pre-wired for fare box installation.

\_\_\_\_\_

All vertical stanchions and grabrails must be reinforced with metal backing plates in sidewalls and roof structure.

\_\_\_\_\_

All vertical stanchions and grabrails must be bolted with through bolts at all fittings.

\_\_\_\_\_

Diamond Manufacturing Model XV farebox with four spare vaults and mounting stanchion including all wiring.

\_\_\_\_\_

**3.2.11 BODY – WINDOWS**

**REQUIREMENTS:**

**YES NO**

T slides upper pane windows shall be provided along the full length of each side of the passenger compartment. Minimum 18.5W x 36H

\_\_\_\_\_

The driver's door window shall open and be fully operational.

\_\_\_\_\_

All passenger windows shall be approved safety glass with a 55% light transmittance equivalent to AS-3.

\_\_\_\_\_

The driver's curbside window shall be one-piece, minimum AS-2 rated safety glass. Divider or reinforcing mullions are not acceptable. Glazing shall be 1/4" thick and shall provide a minimum of 470 square inches of viewing. Window shall be frameless with an exterior rubber gasket and installed with Sikaflex 255FC adhesive or approved equal to minimize leakage. A minimum 1" black fritting shall be applied to the exterior perimeter of the window glass to provide additional glare reduction and to conceal the adhesive.

\_\_\_\_\_

The bidder shall include a rear, swing-out emergency window on the rear wall.

\_\_\_\_\_

**3.3 CHASSIS**

---

**3.3.1 CHASSIS - BRAKES**

**REQUIREMENTS:**

**YES NO**

Brake system shall be OEM Heavy Duty front and rear disc type with four channel, anti-lock brake system.

\_\_\_\_\_

**3.3.2 CHASSIS - ENGINE**

**STANDARD CUTAWAY**

**REQUIREMENTS:**

**YES NO**

Engine shall be minimum 6.0 liter V8 gasoline engine

\_\_\_\_\_

Air intake shall have a manual resetting, flow restriction indicator installed.

\_\_\_\_\_

The engine compartment shall be insulated from the passenger compartment with fiberglass/foil blanket material or equivalent to minimize coach interior noise level, heat and fumes. Under no conditions is interior noise level to exceed 83 DBA.

\_\_\_\_\_

**3.3.3 CHASSIS – ENGINE COOLING**

**REQUIREMENTS:**

**YES NO**

Radiator shall be OEM heavy duty with a surge or overflow tank. Cooling system shall provide adequate engine cooling at 120 ambient temperature with the air conditioner operating. Vehicle shall be delivered with permanent ethylene glycol anti-freeze with protection to -20°F.

\_\_\_\_\_

**3.3.4 CHASSIS – SUSPENSION**

**REQUIREMENTS:**

**YES NO**

Front axle capacity 4,600 # Chassis' shall be equipped with coil springs

\_\_\_\_\_

OEM DANA HD70 Rear Axle for 9,600 GVW

\_\_\_\_\_

Rear Leaf Spring Suspension with Mor/Ryde Suspension System.

\_\_\_\_\_

**3.3.5 CHASSIS – STEERING**

**REQUIREMENTS:**

**YES NO**

Factory installed power steering O.E.M., constructed as to be free of road shock and vibration. Steering wheel shall be tilt, factory O.E.M., no less than fifteen inches (15") in diameter and constructed of plastic or synthetic resin molded over metal.

\_\_\_\_\_



**3.3.6 CHASSIS – TIRES**

**REQUIREMENTS:**

**YES NO**

Each vehicle shall be supplied with a new spare tire, mounted on a rim, of the same size used on supplied vehicle 225/75R16.

\_\_\_\_\_

**3.3.7 CHASSIS – WHEELS**

**REQUIREMENTS:**

**YES NO**

OEM steel wheels including spare tire, shall be black powder coat.

\_\_\_\_\_

**3.3.8 CHASSIS – TRANSMISSION**

**REQUIREMENTS:**

**YES NO**

Transmission shall be heavy duty, fully automatic, six speed.

\_\_\_\_\_

A drive line retainer strap shall be provided to prevent the front of the shaft from falling to the ground if it were to break at the front universal joint.

\_\_\_\_\_

### 3.4 ELECTRICAL

---

#### 3.4.1 ELECTRICAL – ALTERNATOR

**STANDARD CUTAWAY  
REQUIREMENTS:**

**YES NO**

OEM 200 amp alternator on gasoline engine

\_\_\_\_\_

A fast idle system incorporating a voltage monitor shall be included.  
Intermotive advanced fast idle system or equal shall be used.

\_\_\_\_\_

#### 3.4.2 ELECTRICAL – BACK-UP ALARMS

**REQUIREMENTS:**

**YES NO**

The vehicle shall be equipped with a reverse alarm emitting a minimum of 82 dba.

\_\_\_\_\_

The vehicle shall be equipped with a sonic object detection system. The system shall activate automatically when the vehicle is placed in reverse and shall provide the driver with an audible alert of objects located behind the vehicle.

\_\_\_\_\_

#### 3.4.3 ELECTRICAL – BATTERIES

**REQUIREMENTS:**

**YES NO**

The vehicle shall have OEM battery located under the hood

\_\_\_\_\_

A master disconnect switch, Cole Hershe or equal, shall be mounted inside the coach. A decal noting the location of the master disconnect shall be affixed to the outside of the access door.

\_\_\_\_\_

**3.4.4 ELECTRICAL – BODY GENERAL**

**REQUIREMENTS:**

**YES NO**

A heavy duty power panel shall be provided inside the bus and shall be accessible through an access cover. \_\_\_\_\_

All wiring shall conform (minimally) to SAE J1292 and shall be type HDT (Heavy Duty Thermoplastic Insulated). \_\_\_\_\_

All holes, through which wiring passes, shall be drilled and fully grommetted. The use of split or sliced hoses as grommets is not acceptable. All wiring will be protected from raw metal, sharp edges and shielded where excessive heat is evident. \_\_\_\_\_

Plastic or rubber insulated P clamps shall be used to secure harnesses. Clamps may not be welded to supporting structure and the use of plastic wire ties to secure harness assemblies in not acceptable. \_\_\_\_\_

The power distribution panel must have a printed decal identifying all equipment in the panel attached to the inside of the panel cover or door. \_\_\_\_\_

Electrical distribution panel must have a dedicated ground wire to the chassis of sufficient gauge in relation to the ground load of all equipment installed on the panel plus 10%. \_\_\_\_\_

The bidder is to include engineering electrical load calculations for the vehicle as bid in the response package. \_\_\_\_\_

**3.4.5 ELECTRICAL – INSTRUMENT PANEL**

**REQUIREMENTS:**

**YES NO**

Instruments and gauges shall consist of the following minimum requirements: OEM speedometer with odometer, engine hour-meter, fuel gauge, oil pressure gauge, water temperature gauge and voltmeter. \_\_\_\_\_

All switches shall be clearly labeled for function and within the operator’s reach while seated. \_\_\_\_\_

### 3.4.6 ELECTRICAL – LIGHTING/EXTERIOR

#### REQUIREMENTS:

YES NO

All exterior lights shall conform to the provisions of the Federal Motor Vehicle Safety Standards, LED type

Carrier Safety Regulations, and Americans with Disabilities Act.

\_\_\_\_\_

Side directional lamps LED type shall be mounted mid-ship.

\_\_\_\_\_

All vehicle lighting with the exception of headlamps and OEM GM front turn and marker lamps shall be high intensity LED.

\_\_\_\_\_

A center brake lamp LED type shall be installed above the rear emergency window.

\_\_\_\_\_

### 3.4.7 ELECTRICAL – LIGHTING/INTERIOR

#### REQUIREMENTS:

YES NO

Interior dome lamps (6) shall adequately illuminate the passenger area.

Dome lamps shall be illuminated whenever the entry doors are open.

A separate switch is to be provided on the driver's console to activate dome lights with the entry doors closed if so desired LED type.

\_\_\_\_\_

Two step well lamps shall be installed to provide required illumination to the entire step well area LED type.

\_\_\_\_\_

An additional exterior lamp is to be provided above the entry doors to illuminate the entry way LED type.

\_\_\_\_\_

Lighting in the wheelchair area is to meet or exceed current applicable ADA regulations.

\_\_\_\_\_

**3.4.8 ELECTRICAL – RADIO**

**REQUIREMENTS:**

**YES NO**

No Radio required \_\_\_\_\_

**3.4.9 ELECTRICAL – RADIO PRE-WIRING**

**REQUIREMENTS:**

**YES NO**

A ground plane for a radio antenna must be installed. \_\_\_\_\_

Provide 6” square interior access door at antenna location with conduit and pull wire. \_\_\_\_\_

Manufacturer to provide 2 - 12 volt / 30 amp fused power supply for location determined at post award conference. A 30 amp ground wire is to be provided at the same location. \_\_\_\_\_

**3.5 WHEELCHAIR SYSTEM**

**3.5.1 WHEELCHAIR RAMP**

**REQUIREMENTS:**

**YES NO**

The ramp shall be an a Braun power ramp that is designed to let wheelchair passengers enter the bus unassisted once the ramp is deployed. \_\_\_\_\_

The ramp platform shall meet all ADA requirements \_\_\_\_\_

The vehicle shall be equipped with an Intermotive Intelligent Interlock system or approved equal with vehicle in park and parking brake set. \_\_\_\_\_

**3.5.2 SECUREMENTS**

**REQUIREMENTS:**

**YES NO**

Accommodations shall be provided in each vehicle for two (2) forward-facing wheelchair passengers including a complete tie-down and securement system for each wheelchair location.

\_\_\_\_\_

Each wheelchair position shall have a clear floor space a minimum width of 30" x 52" in length.

\_\_\_\_\_

Wheelchair restraint system shall be as follows:

Each wheelchair securement shall be a four-point tie-down retractable Q-Straint system, model Q-8100-A1-L Deluxe, L track kit consisting of Q-8100-A1 dual knob retractor securement system, retractable lap/shoulder belt combo with height adjust and Q8-6500-L mounting hardware.

\_\_\_\_\_

Storage box for each securement set shall be provided. Box should be of appropriate size to be stored under rear bench with safety lip to prevent boxes from sliding forward.

\_\_\_\_\_

**3.6 CCTV CAMERAS**

The CCTV system shall include cameras, control system, and a recording storage device. The system shall have the capability of marking and saving an event as specified by the Procuring Agency. The system module shall be located in a secured location. The CCTV system shall be SEON Design system lockboxes and 500GB hard drive 1cam with IR module and 1 Exterior, Smart Reach wireless module, GPS antenna shall be included. The vehicle shall be equipped with a 5 cameras installed according the Procuring Agency. The cameras shall be mounted to provide a clear view of the entire passenger compartment, and be protected to prevent tampering and vandalism. The system shall have a recording capacity of no less than 160 hours and shall be programmable to automatically tag events, such as panic button activation or a hard deceleration/impact. Tagged events shall be stored, and when a recording is retrieved the tagged events shall be easily identifiable.

YES NO

500 GB HARD DRIVE

\_\_\_\_

5 CAMERAS

\_\_\_\_

SMARTREACH WIRELESS

\_\_\_\_

---

### 3.7 Air Conditioning, Heating and Ventilation

#### 3.7.1 General Description

3.7.1.1 The bus shall be supplied with a Thermo King SLR air conditioning system designed for semi-automatic control of cooling/heating or ventilation of the bus interior. The rooftop unit will also have front and rear air discharge. The evaporator/heater and condenser unit shall be mounted in the rooftop unit located on top of the bus. The unit will be a low profile design and be 6" or less in height on top of the bus. The interior protrusion from the ceiling to the bottom of the unit shall not exceed 3 1/2 ". The total weight of the rooftop unit will not exceed 136 lbs. The compressor and clutch assembly shall be belt driven from the bus engine. A/C controls provided to the driver shall be rotary switches to select mode of HVAC operation and fan speed.

#### 3.7.2 System Performance

3.7.2.1 The cooling performance of the main system and the dash system together shall be adequate to maintain the interior temperature below 80 °F, under all normal bus operating conditions, in ambient conditions up to, and including, 105 °F with a full seated passenger load and one driver. In ambient temperatures above 105 °F the interior temperature may rise 1 °F for each 1°F rise in ambient temperature above 105 °F. The system shall have condenser coils large enough to support full system operation in ambient temperatures up to 130 °F.

The net delivered cooling capacity of the two combined systems must be adequate to meet the general cooling requirements of the bus. A load analysis of the bus with the expected passenger loads must be presented to demonstrate the balance of the bus load and the cooling system. In lieu of the above, the main unit alone must deliver a net cooling capacity of 65,000 BTUs (IMACA) for the SLR65 unit or 75,000 BTU/Hr (IMACA) for the SLR75 unit.

### 3.7.3 Air Flow

3.7.3.1 In the ventilation and/or cooling modes, the unit will evenly distribute the air from the discharge vents of the front and the back of the unit. This air shall be 100% re-circulated air - no outside air is utilized by the main evaporator unit.

3.7.3.2 In the heating mode, the unit will evenly distribute the air from the discharge vents of the front and the back of the unit and into the bus at the ceiling. This air shall be 100% re-circulated air.

3.7.3.3 The driver's evaporator/heater/defroster unit shall deliver air into the bus at the base of the front windshield to meet the requirements of SAE Recommended Practice J382, Windshield Defrosting Performance Requirements, and shall have the capability of diverting heated air to the driver's feet and legs at a combined rate of 500 cubic feet per minute (CFM). This unit shall have a damper(s) with cable/lever controls that allow the driver to select 0% to 100% fresh air intake. All outside and interior air shall be filtered, heated and/or cooled prior to being delivered into the bus.

3.7.3.4 All air circulated by the air conditioning and heating units shall be filtered prior to introduction into the passenger compartment. The air filter shall be easily serviced and be cleanable and reusable. The filter material shall be fire retardant meeting the requirements of FMVSS 302.



### 3.7.4 Temperature and Electrical Controls

3.7.4.1 The bus temperature and electrical controls shall provide semi-automatic cool, heat and vent functions. The electrical controls shall monitor the air conditioning systems critical pressures, and bus interior temperature.

3.7.4.2 Driver A/C control switches, including fan speed switch and thermostat shall be mounted at a convenient location on the driver's console.

3.7.4.3 When the driver's switch is placed in the cool mode, the A/C system will control the bus interior temperature by cycling the compressor clutch on and off as determined by the temperature setting of the thermostat. When the driver's switch is placed in the vent mode, the main evaporator unit will circulate air within the bus. Evaporator motor fan speeds (high/medium/low) shall be controlled utilizing a switch located at the driver's console.

3.7.4.4 The electrical controls shall consist of reliable electromechanical relays, contactors, bi-metal control circuit breakers and terminal board for trouble shooting. Electrical controls shall be located for ease of maintenance and servicing, however they shall not be accessible to the driver or passengers.

### 3.7.5 Unit Construction

3.7.5.1 The air conditioning condenser and evaporator unit frames shall be constructed of ABS structural foam. All hardware shall be 300 series stainless steel to protect against corrosion. Neverseez (or equivalent) antiseizing lubricant shall be applied to the threads of all stainless steel hardware during unit assembly to prevent thread galling.

3.7.5.2 The condenser heat exchangers shall utilize brazed aluminum microchannel technology. The evaporator coils shall use 3/8 inch outside diameter inner-grooved tubing and lanced aluminum fins for optimum heat transfer capability.

3.7.5.3 The electric motors shall be permanent magnet, 12vdc design. Motors shall be capable of three speed operation. The evaporator fan motors shall operate at high speed during heat mode and high speed during cool and vent modes. Evaporator blowers shall be forward curve, double inlet centrifugal type. Condenser fans shall be axial flow type.

3.7.5.4 The unit shall have a 16 cubic inch disposable liquid line filter/dehydrator having maximum moisture absorbing capacity for use with R134a refrigerant. The liquid line filter/dehydrator will also incorporate a sight glass to determine proper refrigerant level and a moisture indicator to indicate the presence of moisture in the refrigerant system.

3.7.5.5 The expansion valve shall be externally equalized. The superheat shall be factory set, requiring no field adjustment. The expansion valve bulb shall be clamped to the suction line in the evaporator compartment and insulated from the effects of surrounding air temperature. The expansion valve body shall be properly secured and mounted for ease of access.

3.7.5.6 Suction, discharge and liquid line hoses shall be provided to connect the air conditioning condenser/evaporator rooftop unit to the compressor. The hoses shall be Aeroquip GH134 polyamide veneer construction with Aeroquip

E-Z Clip tube-o type fittings with swivel connections. O-ring material must be compatible with HFC (R134a) refrigerant and polyolester (POE) or PAG oils.

3.7.5.7 The air conditioning system shall be equipped with the following protective devices:

		Refrigerant R134a
High pressure cutout switch:	350	PSIG-
	275	PSIG-
Low pressure cutout switch:	10	PSIG-
	20	PSIG-
High pressure relief valve:	500 +50/-0	PSIG-

The HPCO and LPCO switches shall interrupt the compressor clutch energizing circuit.

3.7.6 Maintenance Unit

3.7.6.1 The evaporator blowers, dryer, expansion valve, refrigerant fittings tie in, relays and control board shall be accessible from the interior of the bus. All refrigerant maintenance items will have mechanical fittings. The return air filter will also have easy accessibility inside of the bus.

3.7.7 Compressor and Clutch Assembly

3.7.7.1 The main air conditioning system shall be provided with a swash-plate type compressor and clutch assembly mounted on the bus engine and belt driven from the engine crankshaft pulley. The compressor clutch shall be capable of cycling on/off at all engine operating speeds. PAG oil shall be used. High and low refrigerant pressure cutout switches shall be mounted in the unit, and easily accessible for service. An oil separator shall be used to maintain an oil level in the compressor under all operating conditions.

3.7.8 Electrical Wiring and Terminal

3.7.8.1 All unit wiring shall be UL758, style 3173/3196 having copper strands with tinned alloy coating rated for up to 600 volts. The insulation shall be cross-linked polyethylene, rated for 125 degrees C and shall be white in color with permanent video jet ink dot matrix style or hot stamp number coding the entire length at a spacing of 1 to 3 inches.

YES NO

3.7.1 General Description

\_\_\_ \_\_\_

3.7.2 System Performance	—	—
3.7.3 Air Flow	—	—
3.7.4 Temperature and Electrical Controls	—	—
3.7.5 Unit Construction	—	—
3.7.6 Maintenance Unit	—	—
3.7.7 Clutch Assembly	—	—
3.7.8 Electrical Wiring and Terminal	—	—

**4.1 WARRANTY**

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<b>4.1.1 COMPONENT WORKSHEET</b>
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**Years and miles listed below are Minimums. Bidder to list warranty offered.**

**COMPONENT WARRANTY WORKSHEET**

Bidder, Company Name: \_\_\_\_\_

<i><b>Minimum Warranty</b></i>	<i><b>Years or Miles</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>
Unconditional	<u>  3  </u> <u> 36,000 </u>	_____	_____
Coach structure	<u>  5  </u> <u> 100,000 </u>	_____	_____
Gasoline Engine	<u>  5  </u> <u> 100,000 </u>	_____	_____
Chassis	<u>  3  </u> <u> 36,000 </u>	_____	_____
W/C Tie-Downs	<u>  5  </u> <u>  N/A  </u>	_____	_____
Drive Train less Engine	<u>  5  </u> <u> 100,000 </u>	_____	_____
Fuel System	<u>  3  </u> <u> 36,000 </u>	_____	_____
Brake System	<u>  3  </u> <u> 36,000 </u>	_____	_____
A/C System (Chassis)	<u>  3  </u> <u> 36,000 </u>	_____	_____
A/C System (Coach)	<u>  3  </u> <u> unlimited </u>	_____	_____
W/C Lift & Ramp System	<u>  3  </u> <u> 36,000 </u>	_____	_____
Starter	<u>  3  </u> <u> 36,000 </u>	_____	_____
ALTERNATOR	<u>  3  </u> <u> 36,000 </u>	_____	_____