

Issuance Date: January 8, 2004

**COUNTY OF MERCED  
REQUEST FOR PROPOSAL  
NUMBER 5890  
FOR  
BUS REPLACEMENT PROJECT  
INDEFINITE QUANTITY/INDEFINITE DELIVERY**

Notice is hereby given that sealed proposals will be received at the Merced County-Department of General Services for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions. Proposals must be in a sealed envelope/box with the proposal number and closing date marked on the outside and addressed to:

County of Merced  
Department of General Services  
2222 "M" Street, Room 1  
Merced, California 95340  
Attn. Leon Teague, Deputy Director  
General Services-Purchasing

**CLOSING DATE 4:00 P.M. ON MARCH 11, 2004**

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL GENERAL SERVICES TIME CLOCK READS 4:01 P.M.

NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.

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## DEFINITIONS

**Bidder** - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

### **Bonds –**

**Bid Bond** – Also referred to as Bid Security. A bond that is submitted with Bidder's proposal to compensate the County for damages it might suffer if successful bidder refuses to *execute the contract* that may be derived from this proposal. Generally, it is 10% of the amount of Bidder's bid as bid security.

**Performance Bond** – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

**Payment Bond** – A bond to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

**Closing Date/Time** - The last day and time the Request for Proposal must be received in the office of the Department of General Services.

**Contract** - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

**Contractor** - The Bidder awarded the Contract derived from this RFP.

**Contract Administrator** - The Contract Administrator will be the single authority to act for the County under the Contract.

**County** - The County of Merced, a political subdivision of the State of California.

**Deliverable** - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

**Discount** - A percentage amount allowed off invoices for prompt payment.

**Duly Appointed Officer** - Person who has the legal authority to enter into and sign Contracts on behalf of the firm.

**Evaluation Committee** - A committee established to review and evaluate bid proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of General Services.

**Formal Date of Award** - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

**Goals/Tasks** - A discrete unit of work to be performed.

**Joint Ventures** - Two or more corporations or entities that form a temporary union for the purpose of the RFP.

**Notice of Intent to Award** - Letter sent by County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

**Objectives/Sub-Tasks** - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the "Scope of Work".

**Prime Contractor** - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

**Project Director** - The person named by the County who will oversee the project associated with the RFP who will be the first contact regarding any questions, problems, and any other issues that arise during the Contract period.

**Proposal Deadline** - The closing date associated with this proposal.

**Scope of Work** - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

**Subcontractors** - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

**Tasks** - A discrete unit of work to be done.

**RFP SUBMITTAL CHECKLIST OF REQUIRED ITEMS**

- |     |          |          |  |
|-----|----------|----------|--|
| 1.  | <u>0</u> | <u>1</u> | Signature Sheet  |
| 2.  | <u>0</u> | <u>1</u> | Certificate of Insurance   |
| 3.  | <u>0</u> | <u>1</u> | 2 Original and 4 copies of completed proposal  |
| 4.  | <u>0</u> | <u>1</u> | Cover Letter of Introduction   |
| 5.  | <u>0</u> | <u>1</u> | Table of Contents  |
| 6.  | <u>0</u> | <u>0</u> | Exceptions (if any)  |
| 7.  | <u>0</u> | <u>1</u> | Conflict of Interest Statement   |
| 8.  | <u>0</u> | <u>0</u> | Bidders Capability and Experience  |
| 9.  | <u>0</u> | <u>0</u> | Bidder's Organization  |
| 10. | <u>0</u> | <u>1</u> | Narrative Description of The Proposal  |
| 11. | <u>0</u> | <u>1</u> | Description  |
| 12. | <u>0</u> | <u>1</u> | Bid Security   |
| 13. | <u>0</u> | <u>1</u> | Performance Bond   |
| 14. | <u>0</u> | <u>1</u> | Acknowledgment of Addenda  |
| 15. | <u>0</u> | <u>1</u> | Statement of Eligibility   |
| 16. | <u>0</u> | <u>1</u> | Buy America Certificate  |
| 17. | <u>0</u> | <u>1</u> | Affidavit of Non-Collusion   |
| 18. | <u>0</u> | <u>1</u> | Disadvantaged Business Enterprise TVM Certification  |
| 19. | <u>0</u> | <u>1</u> | Motor Vehicle Certification  |
| 20. | <u>0</u> | <u>1</u> | Safety Certification   |
| 21. | <u>0</u> | <u>1</u> | Manufacturers Certification  |
| 22. | <u>0</u> | <u>1</u> | Service and Parts Data   |
| 23. | <u>0</u> | <u>1</u> | Certification For the Bus Testing Program  |
| 24. | <u>0</u> | <u>1</u> | Certification of Primary Contractor Regards Debarment, Suspension, and Other Responsibility Matters  |
| 25. | <u>0</u> | <u>1</u> | Certification of Lower Tier Participants (Subcontractors) Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusions |
| 26. | <u>0</u> | <u>1</u> | Certification of Restrictions on Lobbying  |
| 27. | <u>0</u> | <u>1</u> | Bus Description  |
| 28. | <u>0</u> | <u>1</u> | Price Proposal   |
| 29. | <u>0</u> | <u>1</u> | References   |

## SECTION 1

### INTENT OF THE REQUEST FOR PROPOSAL

#### 1.1. INTRODUCTION

##### 1.1.1 Intent

It is the intent of this Request for Proposal (RFP) to solicit for sealed proposals on behalf of "The Bus" - Merced County Transit for 35-foot transit buses under a 5- year indefinite quantity/indefinite delivery contract. The initial order of buses under this proposal is one (1) bus with the option to purchase up to forty-nine (49) buses over the contract period.

##### 1.1.2 Objective

This proposal will enable the County to standardize on the future selection of buses, realize a better price through volume discounts and reduce the requirement of an as needed or annual procurement process as grant money is made available. This proposal will allow the County to exercise options such as multiple purchases as grants are allocated.

#### 1.2. BACKGROUND INFORMATION

Previously buses have been procured on a grant per grant basis ranging from one to five buses per grant allocation. This has not always provided standardization in purchase.

#### 1.3. CONTRACT TERM

The Contract term shall be for a period of five (5) years. The start date will tentatively commence May 1, 2004, with a scheduled completion date of June 30, 2009, contingent on appropriate and sufficient funding.

#### 1.4. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held to allow County staff to discuss all relevant issues associated with the Request for Proposal and to permit Bidders an opportunity to ask questions. While attendance is not required, all potential Bidders are strongly encouraged to attend. Each firm will be limited to not more than two (2) representatives in attendance.

Please submit, in writing, any questions about the Request for Proposal that you would like answered at the pre-proposal conference to the Department of General Service as referenced above or fax your questions to (209) 725-3535, no later than three (3) working days before the conference. This will allow for a more thorough response.

The Pre-Proposal conference may be taped and answers may be provided in writing by mail following the conference. Please contact the Merced County Department of General Services at (209) 385-7690 for confirmation of your attendance. Oral answers at the conference will not be binding on the County.

The location, date and time will be as follows:

Location:	Merced County Transit Offices, Conference Room 880 Thornton Road, Merced CA 95340
Date:	February 5, 2004
Time:	10:00 A.M.
RSVP:	Rosemarie Perez, Office Supervisor, Dept. Of General Services (209) 385-7690

**1.5. SCHEDULED ACTIVITIES**

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

<u>Activity</u>	<u>Estimated Schedule Date</u>
1.5.1. Availability of the Request for Proposal	January 6, 2004
1.5.2. Deadline for Submission of Questions from Bidders to be addressed at Pre-Proposal Conference	January 30, 2004
1.5.3. Pre-Proposal Conference	February 5, 2004
1.5.4. Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request For Proposal	March 2, 2004
1.5.5. Closing Date for the Request for Proposal	March 11, 2004
1.5.6. Review of Request for Proposal by Evaluation Committee	March 11, 2004
1.5.7. Evaluation Committee's recommendation to the Board of Supervisors for appropriation action	Late April 2004
1.5.8. Contract Performance to Commence	Early May 2004

## SECTION 2

### SCOPE OF WORK

#### 2.0 PROGRAM OVERVIEW

2.1 For furnishing COUNTY, ONE (1) 35' TRANSIT BUS with option to purchase an additional forty-nine (49) buses over the next 5 years as may be required, in accordance with specifications as contained in Exhibit A; certifications as contained in Exhibit B. Vendor shall provide all equipment, insurance, licenses, etc. at no cost to the COUNTY.

2.2 Such buses shall be provided pursuant to all specifications as stated herein and as contained in "THE BUS" MERCED COUNTY TRANSIT TECHNICAL SPECIFICATIONS 35' TRANSIT BUSES, RFP NO. 5890, 2004 CNG BUS PROCUREMENT PROGRAM, NOVEMBER 2003 and FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES AND CERTIFICATIONS; attached hereto and made a part hereof.

#### 2.3 Summary of items to be supplied with Proposal:

The following are to be furnished by the bidder as part of his bid. Failure to submit any of these items may lead to disqualification of the bid.

- (a) signed bid forms - Exhibit B
- (b) signed certifications and assurances - Exhibit B
- (c) all certifications - Exhibit B
- (d) completed vehicle questionnaire - Exhibit B
- (e) complete printed specifications, published literature, photos and illustration of the TRANSIT BUSES and add-on equipment - Exhibit B
- (f) proposed interior floor plan - Exhibit B
- (g) the location of the nearest facility which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied - Exhibit B
- (h) list of five users' names, addresses and phone numbers who have been supplied similar equipment by bidder. California references only. - Exhibit B
- (i) the completed bid specification package - Proposal & Exhibits A and B
- (j) copy of warranty for vehicle and add-on equipment - Exhibit B

#### 2.4 Delivery:

Delivery of the vehicle is to be completed within Bidders specified delivery date after receipt of acceptance of the bidder's offer by The County of Merced. If the delivery is delayed because of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier or contract, the time of completion of delivery may be extended upon written request for a time extension from the bidder. The request for extension must include detailed justification for the length of the time extension.

Delivery shall be completed within five hundred forty (540) days after the posting of the notice of contract award by Merced County. Hours of delivery shall be 9:00 a.m. through 5:00 p.m., Monday - Friday only.

**2.5 Service:**

Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a service shop within the state of California. Service shall include not less than the following: lubrication, wash, body condition and other checks and adjustments required for proper complete servicing of a new vehicle.

**2.6 Condition of Equipment Bid**

This equipment shall be new and unused, of current production model, with the latest design features. The unit shall be delivered fully operational and ready for field use with all necessary maintenance equipment and accessories.

This equipment shall, in all respects, be equipped to operate legally on California State highways, night and day, and shall, in all respects, conform to State and Federal regulations pertaining to the equipment herein described. All parts of this vehicle shall conform with the provisions of the California Vehicle Code, Federal Motor Vehicle Safety Standards, the California Code of Regulations, Title 13, Motor Carrier Safety Regulations and requirements under the Americans with Disabilities Act (ADA) Final Guidelines for Transportation Vehicles, 49 CFR, Part 38, Subpart B in effect as of September 6, 1991 or as modified subsequently.

An adequate stock of repair parts and service facilities shall be readily available in California, preferably in the destination area. This location is to be indicated on the enclosed specification sheet.

Bid shall contain a breakdown of costs of each:

- (a) basic vehicle
- (b) wheelchair lift and related ADA equipment. (exempt from sales tax)
- (c) sales tax

**2.7 Payments and Invoicing.**

Invoices in triplicate, shall be mailed or delivered to that County Department whose name and address shall appear in the "INVOICE TO" section of any subsequent purchase order as a result of this bid.

**2.8 Damage by Contractor.**

All damage to the buses received by County due to the successful bidder's negligence shall be the responsibility of bidder to replace.

**2.9 F.O.B. Point. Destination to include delivery to:**

**MERCED COUNTY  
DEPARTMENT OF TRANSPORTATION  
880 THORNTON ROAD (COMPLEX 3)  
MERCED, CA 95340**

**2.10 SUMMARY OF ITEMS TO BE PROVIDED UPON DELIVERY:**

The following items must be furnished by the successful bidder upon delivery of the vehicle:

- (a) all warranty verification vouchers, certificates or coupons
- (b) operator's manual for vehicle and all add-on equipment
- (c) drawings showing wiring of auxiliary circuits, and/or modifications of standard vehicle wiring which would not be included in the standard vehicle maintenance manual
- (d) completely filled fuel tank(s)
- (e) vehicle(s) free of dealer signs and emblems

- (f) assurance of compliance with manufacturer's pre-delivery service
- (g) vehicle(s) which is clean, lubricated, serviced and ready for immediate use
- (h) any maintenance and inspection schedules for the basic vehicle and its subsystems and any add-on equipment
- (i) evidence of registration
- (j) complete vehicle maintenance manuals - 5 copies (including parts manual). "See Section 1.9 MANUALS and CATALOGS of EXHIBIT A." herein.

**2.11 Exceptions:**

The bidder is to provide a vehicle that in all ways meets the specifications. Bids with exceptions to the specifications must denote the exceptions separately and must include an explanation of the necessity for each. Exceptions can be cause for rejection of bid.

**2.12 Change Orders:**

The County, at any time by written order and without notice to the sureties, may make changes within the general scope of any Contract awarded as a result of this proposal, in (i) drawings, designs or specifications where the supplies to be furnished are to be specially manufactured for Merced County in accordance therewith; (ii) method of shipment or packing; (iii) place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of any Contract awarded as a result of this proposal, whether changed or not changed by such order, an equitable adjustment shall be made by written modifications of the Contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the County, if it decides that the facts justify the action, may receive and act upon any such claim. Nothing in this clause shall excuse the Contractor from proceeding with any Contract awarded as a result of this proposal, as changed.

## SECTION 3

### INFORMATION TO BIDDERS

#### 3.1. REQUEST FOR PROPOSAL DEADLINE

The proposal must be received in the Merced County Department of General Services on or before 4:00 p.m. on Thursday, March 11, 2004. The proposal must be in a sealed envelope, box, or appropriate package, with the name and address of the Bidder, Request for Proposal Number, and closing date clearly marked on the outside. For the purposes of this proposal, the time specified will be as defined by the official time clock in the office of the Department of General Services, 2222 "M" Street, Room 1, Merced, California 95340. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.** Facsimile or electronically transmitted proposals will not be accepted, since they do not contain original signatures.

Proposal must be mailed or delivered personally to:

Merced County Department of General Services  
2222 "M" Street, Room No. 1  
Merced, California 95340  
Attention: Leon Teague, Deputy Director, General Services-Purchasing

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

#### 3.2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the Department of General Services at 2222 "M" Street, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

#### 3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under Section "SCHEDULED ACTIVITIES". No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Department of General Services to each firm in receipt of the Request for Proposal and shall be incorporated in the proposal. The Bidder shall sign and date the addendum and submit same with the proposal. Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.

The Bidder may FAX requests to (209) 725-3535, e-mail to [steague@co.merced.ca.us](mailto:steague@co.merced.ca.us) or mail to:

Merced County Department of General Services  
2222 "M" Street, Room No. 1  
Merced, California 95340  
Attention: Leon Teague, Deputy Director, General Services-Purchasing

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

#### **3.4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL**

Discussions may be conducted with Bidders, who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders:

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a negotiated, final Contract if awarded this proposal. Such negotiated changes will not change the "Scope of Work".

#### **3.5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER**

Based upon the qualifying proposals and respective evaluations, the Evaluation Committee will recommend to the Merced County Board of Supervisors an apparent successful Bidder. The Board of Supervisors will then officially decide to select or reject the recommendation of the Evaluation Committee and the respective department.

#### **3.6. FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

#### **3.7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSALS**

A proposal which is submitted prior to the deadline may be withdrawn or revised anytime prior to, but not after, the deadline for receipt of proposals, provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Merced, Department of General Services, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

### **3.8. SUBCONTRACTING**

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any SubContracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

### **3.9. JOINT VENTURES**

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

### **3.10. CONFIDENTIALITY**

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until the Contract is awarded and signed. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION AGREEMENT OR AN EVALUATION OF THE PROPOSAL. A disclosure of such working papers or discussions by the Bidder may be a basis for rejecting the Bidder's proposal and ruling the Bidder ineligible for further participation.

The Bidder should clearly mark any of the information within their proposal that is proprietary. Designating the entire proposal as proprietary is not acceptable and will not be honored. Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to this confidential information.

### **3.11. PUBLIC AGENCY PARTICIPATION**

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

### **3.12. CONTRACT AGREEMENT - TERMS AND CONDITIONS, STATUTES AND RULES**

The proposal itself is only a reference point to the County's standard Contract and is not the legal document itself. The successful Bidder will be required to enter into a negotiated and final Contract with the County, specifically identifying the "Scope of Work" as well as the County's general terms and conditions. Bidder agrees to incorporate by reference the County's solicited proposal, the Bidder's responding proposal and any other documentation deemed necessary by the County into any Contract that may be derived from this proposal and shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Merced. Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract. A sample Contract (Attachment A) has been provided herein for each Bidder's review.

**Any Contract that may be developed as a result of this proposal, will not become legally binding until it has been approved by the Merced County Board of Supervisors and signed by the Chairperson**

## SECTION 4

### GENERAL PROVISIONS AND ASSURANCES AND FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACT CLAUSES

#### 4.1. GENERAL INFORMATION

- 4.1.1. THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.
- 4.1.2. Each proposal must include the firm's name, address, dated and related data, and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- 4.1.3. Each proposal must be submitted on such forms provided herein (if provided in the proposal), and must be placed in a sealed envelope or carton with the proposal number and closing date visibly displayed on the outside. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.
- 4.1.4. All proposals shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.
- 4.1.5. All proposals and accompanying documentation (including Financials) submitted by the Bidders will become the property of the County and will not be returned. Proposals shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.
- 4.1.6. Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.
- 4.1.7. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

#### 4.2. DETERMINATION OF BIDDER'S RESPONSIBILITY

##### 4.2.1 Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Bidders.

#### **4.2.2. Non-responsible Bidder**

The County may declare a Bidder to be non-responsible for purposes of this proposal if the Bidder had done any of the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform any Contract that may be derived from this proposal with the County or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same;
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the County or any other public entity.
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

#### **4.3. PUBLIC DISCLOSURE**

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the awarded Bidder and the County have signed the Contract.

In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's proposal, the County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

#### **4.4. QUALIFICATIONS OF BIDDER**

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

#### **4.5. DISQUALIFICATION OF BIDDER**

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility and cooperation as shown by past work or services.
- Being in arrears on existing Contracts with the County or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

#### **4.6. INTEGRITY OF EXPENDITURE**

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

**4.7. GRATUITIES**

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

**4.8. CONFLICT OF INTEREST**

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any contract that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any contract that may be derived from this proposal without immediate divulgence or such fact to the County.

**4.9. INDEMNIFICATION**

Bidder shall indemnify, defend and hold harmless COUNTY, its officers, employees, agents and assigns from and against any and all claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this proposal or any agreement that may be derived from this proposal. Bidder's liability for indemnity under this proposal or any agreement that may be derived from this proposal shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the CONTRACTOR, its officers, employees, agents or assigns, or by any Act of God, unless the claim, demand liability, judgment, award, interest, attorney's fee, cost or expense is caused solely by the negligent or willful misconduct of COUNTY, its officers, employees, agents or assigns. CONTRACTOR will on request and at its expense defend any action suit or proceeding arising hereunder and shall reimburse and pay COUNTY for any loss, cost, damage or expense (including the cost of its attorneys) suffered by it hereunder.

**4.10. INDEPENDENT CONTRACTOR**

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an independent Contractor and is not an agent or employee of the County and warrant that all persons assigned to the program/project are employees of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its Subcontractors and employees, if any.

It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

**4.11. EXTENSION OF CONTRACT**

In the event the successful Bidder offers to supply their service to the County for the same price as awarded from the result of this proposal for any succeeding period, or in the event the successful Bidder is willing to negotiate any justifiable price increase at the time of the succeeding Contract renewal period, and it would be economical and in the best interest of the County, and provided the services have been to the satisfaction of the County, the County reserves the right to extend any Contract resulting from this proposal on a term-by-term basis to the successful Bidder awarded the Contract.

**4.12. CANCELLATION DUE TO LACK OF FUNDING SOURCE**

The County reserves the right to cancel any Contract that may be derived from this proposal upon thirty (30) calendar day's written notice in the event funds are not appropriated by the supporting governing body to continue such services.

**4.13. FEDERAL AND STATE RULES RELATED TO EMPLOYMENT PRACTICES AND NON-DISCRIMINATION**

During the performance of the Contract, the Contractor and its Subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, sexual preference, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The Contractor and its Subcontractors shall further comply with the Civil Rights Act of 1964 (and any amendments thereto and the rules and regulations thereunder) and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

Contractor shall also comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 1200 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5) and the regulations or standards adopted by the State of California to carry out such articles.

The Contractor shall include the non-discrimination and compliance provisions of this clause in all SubContracts to perform work or services performed under the Contract.

**4.14. FEDERAL, STATE, AND LOCAL TAXES**

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

**4.15. DISPUTES AND APPEALS**

Bidder agrees to attempt to resolve disputes that may result from this proposal by administrative process and negotiations in lieu of litigation. In connection with any appeal, Bidder shall be afforded an opportunity to be heard, and to offer evidence in support of its appeal.

**4.16. OSHA REQUIREMENTS**

The awarded Bidder expressly warrants that all materials, supplies, and equipment provided under any Contract that may result from this proposal are provided in full compliance with the occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders issued pursuant thereto, and all other federal and state safety and health statutes.

All sales of hazardous materials as defined in Title 29 of the code of Federal Regulations, Chapter VII, parts 1501-1503, shall be accompanied by a completed U.S. Department of Labor "Materials Safety Data Sheet", Form CHFA-20 by the awarded Bidder for each good sold to Merced County

#### 4.17. ENVIRONMENTAL PROTECTION

4.17.1 Environmental Protection. The awarded Bidder agrees to comply with applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC 4321 et seq.; section 14 of the Federal Transit Act, as amended, 49 USC app. 1610; council on Environmental Quality regulations, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact And Related Procedures" at 23 CFR Part 771 and 49 CFR Part 622.

4.17.2 Air Quality. The awarded Bidder agrees to comply with applicable requirements of EPA regulations, "Conformity To State Or Federal Implementation Plans Of Transportation Plan, Programs, And Project Developed, Funded Or Approved Under Title 23 USC Or The Federal Transit Act", 40 CFR Part 51, Subpart T; and "Determining Conformity Of Federal Actions To State Or Federal Implementation Plans", 40 CFR Part 93. To support the requisite air quality conformity finding for the Project, the awarded Bidder agrees to implement each air quality mitigation and control measure incorporated in the Project. The awarded Bidder agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the awarded Bidder should be aware that the following EPA regulations, among others, may apply to its Project, "Control Of Air Pollution From Motor Vehicles And Motor Vehicle Engines", 40 CFR Part 85; "Control Of Air Pollution From New And In-Use Motor Vehicles And Test Procedures", 40 CFR Part 86; and "Fuel Economy Of Motor Vehicles", 40 CFR Part 600.

4.17.3 Use Of Public Lands. No publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 USC 303 are made by U.S. DOT.

4.17.4 Historic Preservation. The awarded Bidder agrees to assist the Government (FTA) to comply with Section 106 of the National Historic Preservation Act, 16 USC 470f, involving historic and archaeological preservation by:

4.17.4.1 Consulting the State Historic Preservation Officer on the conduct of investigations, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic And Cultural Properties", 36 CFR part 800, to identify properties and resources listed in or eligible for inclusion in the National Register Of Historic Places that may be affected by the Project, and notifying the Government (FTA) of the existence of any such properties; and,

4.17.4.2 Complying with all Federal requirements to avoid or mitigate adverse effects upon such properties.

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

4.17.4.4 Mitigation of Adverse Environmental Effects. Should the proposed Project cause adverse environmental effects, the Contractor agrees to take all reasonable steps to minimize such effects pursuant to 49 USC app. 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement and statements required by 49 USC, 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of this Agreement by reference. As soon as the Government and the Contractor reach agreement on any mitigation measures that have been deferred, those measures will then be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

The Bidder awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clear Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

#### 4.18. DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

#### 4.19. PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720.

#### 4.20. LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, shall be deemed to have agreed to be bound by applicable sections of Title 41, United States Code (USC), the laws of the State of California and the ordinances of Merced County. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant Contract shall be brought in the California courts.

#### 4.21. PATENT INDEMNITY

The awarded Bidder shall hold the County, its officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Bidder may also be required to furnish a bond or other indemnification to the County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

#### 4.22. OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable.

To facilitate compliance with these requirements, each Bidder possessing a California general sales tax license ID number shall enter that number in the transmittal letter. Any Bidder who cannot or does not enter such a number may not be considered to be doing business in California, and the bid price will be increased by the California General Sales Tax Rate at the current rate for all taxable items.

#### 4.23 DBE PARTICIPATION

The awarded Bidder and subsequent subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any Contract resulting from this proposal. The requirements of 40 CFR Part 23 and Merced County Transit's U.S. DOT-approved Disadvantaged Business Enterprise (DBE) Program will be incorporated in any Contract resulting from this proposal by reference. Failure by the awarded Bidder or subsequent subcontractor to carry out these requirements is a material breach of any Contract resulting from this proposal which may result in the termination of any Contract resulting from this proposal or such other remedy as the recipient deems appropriate.

#### 4.24 DEBARMENT AND SUSPENSION

The awarded Bidder agrees to comply with U.S. Department of Transportation regulations, "Government Debarment and Suspension (Non-procurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations. This includes the requirement of the bidder to submit the Certification of Primary Contractor Regarding Debarment, Suspension, And Other responsibly Matter for all projects when the total aggregate value of the Contract exceeds \$100,000 and to submit a Certificate Of Lower Tier Participation Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions for each subcontractor which will have a financial interest in this Project which exceeds \$25,000 or will have a critical influence on or a substantive control over the Project.

During the term of any Contract resulting from this proposal the awarded Bidder agrees to immediately notify Merced County of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

The awarded Bidder shall submit with each request for payment a list of all subcontractors to any Contract resulting from this proposal which have a financial interest in this Project which exceeds \$25,000 or have had a critical influence on or substantive control over the Project and submit evidence that the appropriate certificate has been submitted and that they remain valid.

Merced County will not make payment to the awarded Bidder or a subcontractor which 1) does not comply with any Contract resulting from this proposal and its provisions, or, 2) is not in compliance with the above-cited federal requirements.

#### 4.25. LABOR PROVISIONS: NON-CONSTRUCTION CONTRACTS

Pursuant to regulations set forth in 29 CFR, Part 5, the awarded Bidder agrees to comply with applicable labor provisions for non-construction contracts. Requirements for compliance are as follows:

4.25.1 Overtime Requirements: No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forth (40) hours in such work week.

4.25.2 Violation: Liability For Unpaid Wages: Liquidated Damages: In the event of any violation of the clause set forth in Subparagraph (b)(1), 29 CFR, Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such District or such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each employed in violation of the clause set forth in Subparagraph (b)(1) of 29 CFR, Section 5.5, in the sum of \$100 for each calendar day in which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in Subparagraph (b)(1) or 29 CFR, Section 5.5.

4.25.3 Withholding For Unpaid Wages And Liquidated Damages: FTA or Merced County shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subparagraph (b)(2) or 29 CFR, Section 5.5.

4.25.4 Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Subparagraph (a) through (d) of this provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subparagraphs (a) through (d) of this paragraph.

4.25.5 Non-Construction Contracts: The requirements clauses contained in 29 CFR, Section 5.5 (b) or paragraphs (a) through (d), are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR, Section 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of FTA, DOT, or the Department of Labor and the Contractor or subcontractor will permit such representative to interview employees during working hours on the job.

#### 4.26 TITLE VI COMPLIANCE OF THE CIVIL RIGHTS ACT OF 1964

The awarded Bidder agrees to comply with, and assure the compliance by its subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC, 2000d; U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs Of The Department Of Transportation - Effectuation Of Title VI Of The Civil Rights Act", 49 CFR Part 21.

#### 4.27 COMPLIANCE WITH LAWS AND REGULATIONS

The awarded Bidder warrants that it is and will remain in compliance with all Federal, State, and local laws, regulations, and ordinances relating to the manufacture, sale, and delivery of the goods and services sold to Merced County in connection with any Contract resulting from this proposal.

#### 4.28 NOTICE OF FEDERAL REQUIREMENTS

The awarded Bidder understands that Federal laws, regulations, policies, and related administrative practices applicable to any Contract resulting from this proposal on the date the Contract was executed may be modified from time to time. The awarded Bidder agrees that the changed requirements will apply to the Project as required. All standards or limits set forth in any Contract resulting from this proposal are to be observed in the performance of the Project are minimum requirements.

#### 4.29 PROHIBITED INTEREST

No Merced County employee, officer, or agent, including any member of an evaluation committee for a Merced County project, may participate in the selection, award, or administration of a Merced County contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the parties set forth below has a material financial or other interest in a firm selected for award:

- any employee, officer, or agent of Merced County;
- any member of his/her immediate family;
- his/her partner; or
- an organization employing or about to employ any of the above.

Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.

#### 4.30 EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project, the awarded Bidder may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The awarded Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The awarded Bidder shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

#### 4.31 LOBBYING CERTIFICATION

During the term of any Contract resulting from this proposal the awarded Bidder agrees to comply with the provisions of 31 USC Section 1352, which prohibit the use of Federal funds for lobbying by any official or employee of any Federal agency, or member of employee of Congress; and requires the Contractor 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 awarded Bidder agrees to comply with U.S. DOT regulations, "New Restrictions On Lobbying", 49 CFR Part 20 and include these requirements in any subcontract which exceeds \$100,000.

The awarded Bidder and all subcontractors in receipt of contracts exceeding \$100,000 shall submit Standard Form LLL quarterly to Merced County. The awarded Bidder shall also submit with each request for payment 1) a list of each contractor and subcontractor that is subject to the Lobbying Certification, 2) certifications or evidence of certification for all subcontractors, 3) information regarding material changes in the previous certifications or disclosures, and, 4) Standard Form LLL or evidence that the form was previously submitted to Merced County.

Merced County will not make any payment to the awarded Bidder or a subcontractor which 1) does not comply with any Contract resulting from this proposal and its provisions, or, 2) is not in compliance with the above-cited federal requirements.

#### **4.32. AMERICANS WITH DISABILITIES ACT**

The awarded Bidder agrees to and assures that any subcontractor under this Project complies with all applicable requirements of the Americans With Disabilities Act of 1990 (ADA), 42 USC 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Section 16 of the Federal Transit Act, as amended, 40 USC app. 1612; and the following regulations and any amendments thereto:

- 4.32.1 U.S. DOT regulations, "Transportation Services For Individuals With Disabilities (ADA)", 49 CFR Part 37;
- 4.32.2 U.S. DOT regulations, "Nondiscrimination On The Basis Of Handicap In Programs And Activities Receiving Or Benefitting From Federal Financial Assistance", 49 CFR Part 27;
- 4.32.3 U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications For Transportation Vehicles", 49 CFR Part 38;
- 4.32.4 Department of Justice (DOJ) regulations, "Nondiscrimination On The Basis of Disability In State And Local Government Services", 28 CFR Part 35;
- 4.32.5 DOJ regulations, "Nondiscrimination On The Basis Of Disability By Public Accommodations And In Commercial Facilities", 28 CFR Part 36;
- 4.32.6 General Services Administration regulations, "Accommodations For The Physically Handicapped", 41 CFR Subpart 101-19;
- 4.32.7 Equal Employment Opportunity Commission, "Regulations to Implement The Equal Employment Provisions Of The Americans With Disabilities Act", 29 CFR Part 1630;
- 4.32.8 Federal Communications Commission regulations, "Telecommunications Relay Services And Related Customer Premises Equipment For The Hearing And Speech Disabled", 47 CFR Part 64, Subpart f; and,
- 4.32.9 FTA regulations, "Transportation For Elderly And Handicapped Persons", 49 CFR Part 609.

#### **4.33 REMEDIES/BREACH OF CONTRACT**

If the awarded Bidder breaches any provision in any Contract resulting from this proposal, the awarded Bidder agrees to reimburse Merced County for all damages suffered, including but not limited to incidental, consequential and other damages, as well as lost profits. The remedies in any Contract resulting from this proposal shall be cumulative and in addition to any other remedies allowed to Merced County under applicable law. No waiver by Merced County of any breach or remedy shall be a waiver of any other breach or remedy.

#### **4.34 LIQUIDATED DAMAGES**

In the event of delay in the completion of deliveries of buses beyond the dates specified in any Contract resulting from this proposal and not subject to the Contract's Unavoidable Delay provision, Merced County shall assess, as liquidated damages, \$250.00 per bus, per calendar day. These damages shall be deducted from any monies due, or which may thereafter become due to the awarded Bidder under any Contract resulting from this proposal.

Further, the awarded Bidder agrees that sums assessed as liquidated damages shall not be considered penalties but reflect the cost to Merced County for lease buses to meet service needs and to administer the Project.

#### **4.35. BUSINESS LICENSE**

Prior to the performance of any Contract derived from this proposal, the awarded Bidder, and its Subcontractors, shall secure and maintain a Merced County Business License. County requires that no person shall conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate (County of Merced Ordinance No. 1705, Chapters 6.04 to 6.58, "Business License and Temporary Business License"),

#### **4.36. CARGO PREFERENCE**

Pursuant to 46 CFR, Part 381, the awarded Bidder agrees:

4.36.1 To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to 46 CFR, Part 381, to the extent such vessels are available at fair and reasonable rates for United State flag commercial vessels.

4.36.2 To furnish within thirty (30) days following the date of loading of shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean Bill-Of-Lading in English for each shipment of cargo described in paragraph (a) above to Merced County (through the prime Contractor in the case of subcontractor Bills-Of-Lading) and to the Division of National Cargo, Office of Market Development, maritime Administration, 400 Seventh Street SW, Washington, DC, 20590, marked with appropriate identification of the Project.

4.36.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to any Contract resulting from this proposal.

#### **4.37 BUY AMERICA**

The awarded Bidder agrees to comply with Section 165 of the Surface Transportation Assistance Act of 1982, as amended, "Buy America Requirements - Surface Transportation Assistance Act Of 1982", 49 CFR Part 661, and 49 CFR, Part 663, and any amendments thereto and any implementing guidance issued by FTA.

#### **4.38 INTERCHANGEABILITY**

All units and components procured under any Contract resulting from this proposal, whether provided by suppliers or manufactured by the awarded Bidder, shall be duplicates in design, manufacture and installation to assure interchangeableness among items in this procurement. This interchangeableness shall extend to the individual components as well as to their locations in the unit.

#### **4.39 TITLE**

Title to goods acquired by Merced County under any Contract resulting from this proposal shall pass to Merced County when such goods are delivered, installed and accepted by Merced County. The awarded Bidder shall bear all risk of loss until passage to title, or adequate documents for securing title shall be provided to Merced County by the awarded Bidder.

#### **4.40. INSPECTION**

4.40.1 Merced County reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing or installation process; provided, however, it is under to duty to make such inspection, and no inspection so made shall relive awarded Bidder from any obligation to furnish materials and workmanship strictly in accordance with the instructions, and any Contract resulting from this proposal requirements and specifications.

4.40.2 Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the awarded Bidder at its own expense at the order of Merced County notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the awarded Bidder of its obligations to furnish materials and workmanship in accordance with any Contract resulting from this proposal and its specifications.

#### **4.41 ASSUMPTION OF RISK OF LOSS**

Merced County shall assume risk of loss of the vehicle after delivery to its facility. Prior to this delivery or release, the awarded Bidder shall have risk of loss of the vehicle, including any damages sustained during the common carrier drive-away operation. Drivers shall keep a maintenance log en route and it shall be delivered to Merced County with the vehicle.

#### **4.42 COMMUNICATION**

Communications in connection with this Project shall be in writing and shall be delivered personally; by telegram; or by regular, registered or certified mail addressed to the officer(s) or employee(s) of Merced County and of the awarded Bidder designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent.

#### **4.43 MATERIALS/ACCESSORIES RESPONSIBILITY**

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

## SECTION 5

### SPECIAL PROVISIONS

#### 5.1. INSURANCE AND TAXES

Prior to commencement of any work associated with this proposal, the successful Bidder shall obtain, be financially responsible for, and maintain in full force and effect throughout the term of the Contract, such insurances and Workers Compensation Insurance as set forth herein. The successful Bidder shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. The successful Bidder shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

The successful Bidder shall provide Certificates of Endorsement from Bidder's Insurance Carrier guaranteeing such coverage to the County as follows.

- 5.1.1. Comprehensive General Broad Form or Commercial General Liability: \$1,000,000.00 combined single limits per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage.
- 5.1.2. Automotive Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage.

The County and its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred in the performance of any Contract resulting from this proposal.

- 5.1.3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

#### 5.2. INSURANCE CONDITIONS

- 5.2.1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
- 5.2.2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include Merced County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful Bidder to furnish insurance during the term of this Contract.
- 5.2.3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the Contract depending on the final "Scope of Work" agreed on by County and selected Bidder. Insurance questions may be directed to the Department of General Services for response from the County's Risk Manager.

### 5.3 INTEREST OF MEMBERS OF OR DELEGATES OF 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 receive any benefit therefrom.

### 5.4 BID SECURITY

Each proposal must be accompanied by a Bid Security in the amount of ten percent (10%) of the total proposal cost made payable to the County of Merced. At the option of the Bidder, this may be a certified check, cashier's check, or Bid Bond. Bid Bonds shall be executed as a Surety by a corporation licensed to issue Surety Bonds in the State of California. Bid securities will be returned to all except the three lowest Bidders, which will be retained until the accepted Bidder has entered into a Contract with the County.

### 5.5 FORFEITURE OF BID SECURITY

The bid security shall be submitted with the understanding that it is a guarantee that the Bidder will not withdraw their proposal during such time and under the conditions set forth herein; that they will enter into a formal Contract if it is awarded to them; that they will furnish the required bonds and that the bid security will be declared forfeited as liquidated damages in the event of withdrawal of their proposal or in the event of failure to enter into said Contract and give said bonds within the time specified after they have received notice of an award. The County may then award the Contract to the next responsible Bidder or Bidders, or may call for new proposals.

### 5.6. PERFORMANCE BONDS

#### 5.6.1 Bond Requirements:

Awarded Bidder shall furnish to County, one or more bonds, conditioned upon its faithful performance of all its obligations hereunder and upon its payment for all labor, materials, and other things used in the performance of Work from a surety acceptable to the County, in such form and amount as the County may prescribe. The bond(s) shall be approved as to form by the County, executed by the Bidder as principal and by a corporation licensed to issue such bonds in the State of California. The premiums for all such bonds which are required by law or which have been requested by the County prior to the time of the awarded Bidder's execution of any Contract resulting from this proposal or required by the contract documents shall be deemed to be included in the contract price, and no additional compensation shall be payable to the awarded Bidder with respect to such bonds.

Such bonds are required to be delivered to Merced County Department of General Services, Attn: RFP 5890, 2222 M Street, Merced, CA 95340, by registered mail

#### 5.6.2 Time of Delivery and Form of Bonds:

The awarded Bidder shall deliver the required bonds to the County not later than sixty (60) days after receipt of written notification of order for each bus(es), as required by the County throughout the term of any Contract resulting from this proposal.

## SECTION 6

### INSTRUCTIONS FOR SUBMITTING PROPOSAL AND PROPOSAL CONTENT REQUIREMENTS

#### 6.1. GENERAL INFORMATION

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of your proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED. Facsimile or electronically transmitted proposals will not be accepted, since they do not contain original signatures.

Proposals must be clearly marked as stated herein and must be received by the date and time specified. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the master copy will provide the basis for resolving such discrepancies.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.

#### 6.2. NARRATIVE DESCRIPTION OF THE BIDDER'S PROPOSAL

The merit of each proposal received in response to this proposal will be judged largely on the basis of each Bidder's narrative description of their proposal. It is important that your proposal contain all information required for an effective review process. Your responding proposal should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of your proposed effort.

Your proposal should provide a clear and concise description of the services to be provided by your company in response to the County's requested "Scope of Work".

Describe your overall philosophy and goals in functional and operating terms - stated as what you will do, not what might be done in carrying out the County's requested objectives under the RFP's "Scope of Work". Address each of the activities to be undertaken as a means of reaching the County's objective under the proposal. The description should be precise and concrete and designed to have measurable outcomes.

### 6.3. NUMBER OF COPIES TO BE SUBMITTED

Please submit two (2) original signature hard copies to be signed in blue ink (original copies marked as such) and four (4) hard copies, and if possible, one copy on computer disk. The disk must be a standard IBM compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Bidder also to submit one (1) copy of your Financial Statement as set forth herein.

### 6.4. PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8 ½ " by 11" paper. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must be signed by a corporate officer, partner of the company, or agent authorized by the organization.

The content and sequence of the proposal will be as follows:

- Signature Page
- Cover Letter
- Table of Contents
- Executive Summary
- Exceptions
- Bidder's Qualifications
- Approach
- Financial Statement
- Cost Proposal

#### 6.4.1. SIGNATURE PAGE

Bidder must complete and return the enclosed Signature Page (Attachment B-1, Signature Page). The Signature Page must be signed by a duly authorized officer of the company, partnership, or corporation.

#### 6.4.2. COVER LETTER

The Cover Letter must be a maximum of a one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Bidder.

#### 6.4.3. TABLE OF CONTENTS

The Table of Contents must be a comprehensive listing of the contents included in your proposal. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

#### 6.4.4. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Bidder's Business Proposal to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.

#### 6.4.5. EXCEPTIONS

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein.

Exceptions shall be noted as follows:

- Exceptions to the Scope of Work
- Exceptions to General Provisions
- Exceptions to Special Provisions
- Exceptions to Instructions for Submitting Proposal and Proposal Content Requirements
- Exceptions to any other part of this RFP

#### 6.4.6. BIDDER'S QUALIFICATIONS

Bidder shall provide a concise statement demonstrating that the Bidder's company's has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

##### 6.4.6.1 History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

##### 6.4.6.2. Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

##### 6.4.6.3. References

Provide a list of at least five (5) customer references (**Attachment B-2, Reference List**), include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

**6.4.6.4. Staff Assignment**

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

**6.4.7. APPROACH**

The Bidder's proposal shall clearly state the methodology the Bidder will use to perform the Scope of Work as set forth in this proposal. Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

**6.4.8. FINANCIAL STATEMENT**

Provide copies of the company's most current and prior two (2) fiscal years financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page. THIS INFORMATION SHOULD BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE.

**6.4.9. COST PROPOSAL FORMAT**

It is essential that all responding Bidders include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your proposal. All proposals must have a narrative providing a thorough and clear explanation of your costs.

## SECTION 7

### BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

#### 7.1. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates the most responsive and advantageous proposal to the County. The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECT OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

#### 7.2. SELECTION OF REQUEST FOR PROPOSAL

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

#### 7.3. EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. The Evaluation Committee may also contact and evaluate the Bidder's and the Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The County reserves the right to select a Bidder other than the Bidder receiving the highest number of points if County determines, in its sole discretion, another Bidder is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

7.3.1. Proposals shall be ranked on a total point scale of 100 and shall be evaluated according to the following criteria:

<u>Criteria</u>	<u>Possible Points</u>
7.3.1.1. Overall responsiveness to the Request for Proposal; which includes clarity, completeness and general quality of the proposal submitted.	__25__ points
7.3.1.2. Comprehensiveness of the Bidder's submitted proposal; which takes into account the Bidder's understanding of the desired "Scope of Work" and the ability to perform such work as evidenced by Bidder's proposal response.	__10__ points
7.3.1.3. Related technical capability, expertise and experience of the Bidder and staff personnel in providing similar services; which includes current and past experience.	__20__ points
7.3.1.4. Performance capabilities, reputation, reliability and service history as determined by reference validations.	__10__ points
7.3.1.5. Capability of the Bidder to complete the "Scope of Work" within time frames required.	__5__ points
7.3.1.6. Bidder's acceptance of Terms and Conditions of the RFP and Sample Contract.	__20__ points
7.3.1.7. Cost of services proposed in relationship to the "Scope of Work".	__10__ points
<b>TOTAL POSSIBLE POINTS</b>	<b>__100__ points</b>

**7.4. PRESENTATIONS/DEMONSTRATIONS**

**7.4.1. ORAL PRESENTATIONS**

Selected Bidder(s) may be asked to make oral presentations further explaining their proposal. The Bidder's original proposal cannot be changed in any aspect during the oral presentation. Bidder(s) will be advised as to the time and place for such presentations and they should be prepared to discuss all aspects of their proposal.

**7.5. NOTICE OF INTENT TO AWARD**

A "Notice of Intent to Award" will be sent to all participating Bidders advising them of the date that the Board of Supervisors will hear and consider action on the recommendation of the Evaluation Committee. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail or facsimile no later than ten (10) working days prior to the scheduled Merced County Board of Supervisors' meeting acting upon said "Intent to Award".

**7.6. NEWS RELEASES**

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

**7.7. DEBRIEFING**

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department of General Services at 2222 "M" Street, Merced, California 95340 within three (3) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the factors leading to the recommendation and selection of the apparent successful Bidder. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

**7.8. PROTEST**

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing to review the information leading to the recommendation of the apparent successful Bidder, and believes its proposal to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer  
County of Merced  
2222 "M" Street  
Merced, California 95340  
copy to:  
County Director of General Services  
County of Merced  
2222 "M" Street  
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

**7.9. PROTEST PROCEDURES**

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgement of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

REQUEST FOR PROPOSAL NO. 5890

ATTACHMENT A

- SAMPLE CONTRACT -

MERCED COUNTY  
CONTRACT NO. \_\_\_\_\_

AGREEMENT FOR SPECIAL SERVICES  
BETWEEN  
MERCED COUNTY  
AND  
\_\_\_\_\_

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and (\*NAME OF CONTRACTING COMPANY OR INDIVIDUAL), (hereinafter referred to as "Contractor").

WHEREAS, the County desires to Contract for special services, pursuant to Government Code Section 31000, which may consist of services, advice, education or training for public entities or the employees thereof; and

WHEREAS, the Contractor is specially trained, experienced, expert and competent to perform such services in connection with ( \_\_\_\_\_ ); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. GENERAL

Contractor shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A - County's Request for Proposal  
Exhibit B - Contractor's Responding Proposal  
Exhibit C - Other Related Documentation

2. SCOPE OF WORK

Services shall include all activities of Contractor necessary to perform such services as set forth herein and shall perform all services as an independent Contractor; not as an agent or employee of the County.

In the performance of Contractor's duties to perform such services, Contractor's services include, but are not limited to, the following:

( SERVICES TO BE PERFORMED )

**SAMPLE CONTRACT**

**3. TERM**

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and continue until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, unless sooner terminated in accordance with Sections, "TERMINATION FOR CAUSE" and/or "TERMINATION FOR CONVENIENCE" as specified elsewhere in this Agreement. Notwithstanding the foregoing, the obligations of Contractor to County under Section, "INDEMNIFICATION", shall continue for a period of four years in full force and effect after said expiration or earlier termination as to the liability for acts and omissions occurring during the term of this Agreement.

**4. COMPENSATION**

(SUBJECT TO PROPOSAL REQUIREMENTS)

**5. TERMS OF PAYMENT**

(SUBJECT TO PROPOSAL REQUIRMENTS).

**6. TERMINATION FOR CAUSE**

If Contractor shall fail to comply with any of the Contractor's obligations under this Agreement or otherwise breach this Agreement, County may, in addition to any other remedies it may have, terminate for cause, this Agreement by giving ten (10) calendar days written notice to Contractor in the manner set forth under Section, "NOTICES". In the event of any proceedings by or against the Contractor, i.e., bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, the County shall exercise its right of cancellation under this section.

**7. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. The obligation of the Contractor or the County arising under Section, "INDEMNIFICATION", shall continue in full force and effect upon termination of the Agreement for convenience hereunder for a period of four years after said termination as to the limited issue of liability for indemnification for acts or omissions of either party arising during the term of this Agreement.

Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by County to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

**8. DISPOSITION OF WORK UPON TERMINATION**

In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, shall become its property and Contractor shall be entitled to receive compensation for any work completed prior to receipt of the notice of termination. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of the Agreement, regardless of whether the Agreement was terminated for convenience or cause. County may withhold any payments not yet made to Contractor for purpose of set off until such time as the exact amount of damages due to County from Contractor is determined.

**SAMPLE CONTRACT**

**9. MODIFICATION OF AGREEMENT**

Notwithstanding any of the provisions of the Agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law.

**10. INSURANCE**

A. Contractor shall purchase and maintain the following type of insurance for minimum limits indicated during the term of this Agreement and provide Certificates of Insurance evidencing such coverage to the County, Attn: Risk Management, 2222 "M" Street, Merced, California 95340.

1. Comprehensive General Broad Form or Commercial General Liability: \$1,000,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, or split limits of \$500,000 per person/\$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.

The County and its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred in the performance of this Agreement.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. Professional Liability: \$1,000,000 limit per occurrence and \$1,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County Risk Manager.
2. Each of the above required policies shall be endorsed to provide the County with 30 days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

**11. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees, agents and assigns from and against any and all claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement. CONTRACTOR's liability for indemnity under this Agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the CONTRACTOR, its officers, employees, agents or assigns, or by any Act of God, unless the claim, demand liability, judgment, award, interest, attorney's fee, cost or expense is caused solely by the

## **SAMPLE CONTRACT**

negligent or willful misconduct of COUNTY, its officers, employees, agents or assigns. CONTRACTOR will on request and at its expense defend any action suit or proceeding arising hereunder and shall reimburse and pay COUNTY for any loss, cost, damage or expense (including the cost of its attorneys) suffered by it hereunder.

### **12. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon him under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform his professional work and functions. The sole interest and responsibility of the County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, other statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

### **13. RECORDS AND INSPECTIONS**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. The County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

### **14. REPORTS AND INFORMATION**

Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to the Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

### **15. OWNERSHIP OF DOCUMENTS**

All drawings, plans, specifications, calculations, reports, and other documents prepared by Contractor under this Agreement shall become the property of the County. At the County's request, such documents shall be delivered to the County upon completion of services under the Agreement.

### **16. STANDARD OF PRACTICE**

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under the Agreement. Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services.

**SAMPLE CONTRACT**

Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and other related items or services.

**17. PROVISIONS CONCERNING CERTAIN WAIVERS**

Subject to applicable law, any right or remedy which the County may have under this Agreement may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this Agreement, as so modified, will still conform to the terms and requirements or pertinent California laws.

**18. COMPLETENESS OF AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**19. COUNTY NOT OBLIGATED TO THIRD PARTIES**

The County shall not be obligated or liable hereunder to any party other than Contractor.

**20. COMPLIANCE WITH STATE LAWS AND REGULATIONS**

The Contractor and the County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to the Contractor and County, their subgrantees, Contractors, or Subcontractor, and their work.

**21. DEATH AND DISABILITY**

It is understood and agreed that because this Agreement is entered into for the unique personal services of Contractor, in the event of his/her death, this Agreement is forthwith terminated. In the event Contractor is disabled permanently or for an extended period, County may, at its option, terminate this Agreement forthwith. Permanent or extended disability means that Contractor is unable to perform the services of the Agreement for such a period of time that it would cause a detriment to the County as determined by the reasonable judgment of the County.

**22. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS**

In no event shall the making, by the County, of any payment to Contractor constitute, or be construed as, a waiver by the County of any breach of covenant, or any default which may then exist, on the part of Contractor, and the making of any such payment by the County while any such breach or default shall exist be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under the Agreement.

**23. PERSONNEL**

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor's personnel expressly agreed to be the employees of the Contractor and not the employees of the County.

**SAMPLE CONTRACT**

**24. NOTICES**

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid or by giving such notice by personal service addressed as follows:

County of Merced c/o

Contractor

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

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

**25. APPLICABLE LAW**

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties thereunder and hereunder is subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement, which is not disposed of by agreement between the parties shall be decided by a Court of competent jurisdiction of the State of California.

**26. WAIVER OF TERMS**

No waiver of any term, condition, or covenant of this Agreement, by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

**27. BREACH OF CONTRACT**

Upon breach of the Agreement by Contractor, the County shall have all remedies, both in equity and/or at law, necessary to recover and satisfy Contractor's obligations which it failed to provide as prescribed under the Agreement.

**28. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of the Agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**29. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence or such fact to the County.

**SAMPLE CONTRACT**

**30. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CAR Part 60).

**31. CAPTIONS**

The captions of each paragraph in the Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.

**32. ASSIGNMENT**

Contractor shall not SubContract or consign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County.

**33. COPIES OF AGREEMENT**

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

**COUNTY OF MERCED**

**CONTRACTOR**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**APPROVED AS TO FORM  
COUNTY COUNSEL**

By \_\_\_\_\_  
Deputy



**ATTACHMENT B-2  
REFERENCE LIST**

(BIDDER TO COMPLETE AND RETURN WITH PROPOSAL)

List Five (5) Reference where the same or similar Scope of Work were provided

REFERENCE NO. 1 - COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

REFERENCE NO. 2 - COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

REFERENCE NO. 3 - COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

REFERENCE NO. 4 - COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

REFERENCE NO. 5 - COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**ATTACHMENT B-3**  
**SUBCONTRACTOR LIST**

(BIDDER TO COMPLETE AND RETURN WITH PROPOSAL)

**SUBCONTRACTOR NO. 1 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 2 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 3 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 4 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 1 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**EXHIBIT A**

**"THE BUS" - MERCED COUNTY TRANSIT**

**TECHNICAL SPECIFICATIONS**

**35' LOW FLOOR COMPRESSED NATURAL GAS POWERED TRANSIT BUSES**

**RFP NO. 5890**

**2004 Compressed Natural Gas Powered (CNG) Bus Procurement Program  
November 2003**

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## SECTION 2: TECHNICAL SPECIFICATIONS

### 35 FOOT LOW FLOOR WHEELCHAIR ACCESSIBLE TRANSIT COACHES

#### Scope

These specifications detail the technical requirements for procurement of 35 foot low floor wheelchair accessible transit coaches by the County of Merced. Transit coaches shall be the current low floor design providing maximum appeal in appearance, comfort, and safety; combined with excellence in reliability, operating characteristics, standardization with existing fleet, economy of operation, and conformity with State and Federal vehicle regulations and emission standards. Coaches shall be designed and constructed to assure a minimum service life of at least fifteen (15) years or five hundred thousand (500,000) miles.

Only proven transit vehicles will be considered. Proven will be construed as having at least five (5) years and two hundred fifty thousand (250,000) miles of actual in-service experience on a minimum of two hundred fifty (250) vehicles. Manufacturers which have experienced structural or frame failures in the past five (5) years on five percent (5%) or more of the thirty five (35) foot transit vehicles manufactured shall provide a full detailed engineering evaluation of the failure and corrections made to the vehicles. Contractors tendering on vehicles with less than this amount of in-service experience must supply a detailed engineering test program with results for an equivalent of five hundred thousand (500,000) miles of transit service.

It is imperative that durability and endurance test results be included in these details as related to vibrational, static and torsional stresses, as well as potential failure points, useful chassis life in miles and test mileage at which failures occurred. Failure to comply with this paragraph will be considered grounds for rejection of the bid.

Whenever a specification contained herein refers to a specific brand name by model designation, it shall reflect Merced County's primary desire in the interest of standardization, performance and life cycle costs. However, bidders may submit their request for approved equals in lieu of the specified item. It shall be the bidders responsibility to convince Merced County of the merits of the substituted item to Merced County's satisfaction.

**1.0 GENERAL**

**1.1 PURPOSE**

- (a) The design purpose is to offer the most modern coach available, which will provide a maximum passenger appeal in appearance, comfort and safety, combined with excellence in reliability, operating characteristics and economy of operation.

**1.2 REQUIREMENTS**

- (a) Coaches are compressed natural gas powered for service in densely populated areas, and, at the same time, are satisfactory for reasonable speed with relatively long distance between stops and are able to negotiate grades up to a maximum of 16%.
- (b) Coaches include features essential for safe, fast, efficient and comfortable operation by the operator. This includes the utmost in greatly improved road and traffic visibility under all driving conditions and means for safe passenger movement. The coach can be maneuvered easily in normal and heavy traffic.

**1.3 RESPONSIBILITY**

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

**1.4 COMPLIANCE**

- (a) All coaches and equipment comply with the laws and regulations of each State as well as Federal Motor Vehicle Safety Standards relative to such coaches and equipment.
- (b) Coaches are designed and equipped to prevent and control air pollution in accordance with criteria established for this purpose by the Secretary of Health, Education and Welfare (see Section II of Mass Transportation Act of 1964), or Regulations of the State, including Vehicle Code and Health and Safety Code, whichever are the most restrictive.
- (c) Compliance with this section includes conforming to the latest effective regulations, and any other future regulations that will be effective at time of manufacture and applicable to any motor coaches to be supplied pursuant to this bid.
- (d) Contractor shall inform County of any modifications in specifications required in order to comply with this paragraph.

- (e) All coaches shall meet Federal ADA and California Motor Carrier Safety Regulations of Title 13.

The Contractor shall comply with all applicable federal, state, and local regulations. Local regulations are defined as those below the state level. Any conflict in federal or state regulations relating to work to be performed under this specification shall be referred to the County of Merced before any work is commenced. If coaches are manufactured outside of the United States, the Contractor is required to conform to FTA, USA, and state regulations.

## 1.5 MATERIALS

- (a) All materials used in construction of the coach and all its parts conform in all respects to American Society of Testing Materials, Society of Automotive Engineers, or similar association standards. Materials used are of first quality and shall be exactly duplicated in manufacture, design and construction on each coach.
- (b) All lumber is thoroughly kiln dried free from knots and checks and is of clear straight grain, dressed on all sides.
- (c) All painted aluminum sheets are thoroughly cleaned and coated on the outside with protective paint, epoxy primer, or approved equal prior to assembly in coach.
- (d) All joints are protected by application of metallic compound, Butyl Tape Sealer, epoxy adhesive, or approved equal, at assembly.
- (e) Plywood is of marine type with sealed waterproof edges.
- (f) All bolts, nuts, washers and exposed linkage are zinc, cadmium plated, or phosphate coated to prevent corrosion.

## 1.5 WORKMANSHIP

- (a) Workmanship is of the best grade and shall conform in all respects to the best practice in the industry.
- (b) Welding procedures, welding materials and qualifications of operators are in accordance with the standards of the A.S.T.M. and the American Welding Society. Where steel is welded the contact surfaces are free of scale, grease and paint.
- (c) Where steel is riveted or bolted to steel, contact surfaces are thoroughly cleaned and coated with critical corrosion zinc chromate primer, epoxy primer, or approved equal. All rivets completely fill the holes. Rivet heads externally are concentric with the body of the rivets completely fill the holes. Rivet heads externally are concentric with the body of the rivets and free from rings, pits and fins.
- (d) All bolts or rods passing through wood are cadmium, zinc or phosphate plated or approved equal. Where wood and wood are placed together, both are coated with titanium dioxide sealant, zinc chromate, or other approved sealing compound.
- (e) All steel and aluminum body parts are painted and thoroughly cleaned to insure proper paint adhesion. Excess joint sealer is removed prior to priming with heavy duty epoxy primer. External roof joints are protected with a resin type undercoating material or epoxy adhesive.
- (f) All exterior light fixtures are fitted to the contour of the coach body and adequately sealed to prevent entrance of water.
- (g) All burrs and sharp edges are dressed to prevent injury to passengers and operator.
- (h) Special care is taken with the outside sheeting, roof, roof caps, and the interior finish so that all kinks and buckles are removed before assembly which present a true and smooth finish without excessive grinding off of the material so not as to weaken the structure.

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

Prime consideration shall be given to the routine problems of maintaining the coaches. All coach components and systems, both mechanical and electrical, which will require periodic physical work or inspection processes shall be installed so that a minimum of time is consumed in gaining access to the critical areas. It shall not be necessary to disassembly portions of the coach structure and equipment such as seats and flooring under seats in order to gain access to these areas.

Each coach shall be designated to facilitate the disassembly, reassembly, servicing or maintenance thereof by use of tools and items which are normally available as commercial standard items. Requirements of any special tools must have prior concurrence of Merced County. A recommended special tools listing, including tools required for major overhaul shall be submitted with requests for approved equals and deviations.

- \* Special Tools: The following diagnostic test kit equipment shall be provided - engine diagnostic kit, transmission diagnostic kit, wheelchair ramp remote controller, and HAAC diagnostic kit.

## 1.7 TESTING

- (a) Complete coach and all working and moving parts and operating devices are thoroughly tested and put in proper operating condition by the manufacturer.
- (b) The roofs, windows, windshields and all doors of all coaches are water tested as follows:
- (1) The water test consist of a series of nozzles which are strategically located around the perimeter of the vehicle so as to spray water over the entire surface of the vehicle.
  - (2) The nozzles eject a volume of water no less than 2.6 gallons per minute under a pressure of no less than 22 pounds per square inch measured at the nozzle tip.
  - (3) There are no less than 20 nozzles installed in the water test area, each capable of directing a force of water as indicated above.
  - (4) Each vehicle is water tested under the conditions set forth above for no less than five (5) minutes in order to determine whether or not there are any body leaks at the window areas, door areas, roof panels, etc. Necessary corrective action is taken when body leaks are found to exist as a result of the above test, and a second water test to re-check for body leaks following corrective action is taken.

## 1.8 INTERNAL NOISE

Maximum internal noise level is 70 DBA under all normal operating conditions. Noise level is measured at a point six feet (6') forward of rear bench seat, and four feet (4') above floor level. Measurements are taken where there are no reflecting or absorbing surfaces to change the sounds emitting from the vehicle.

## 1.9 MANUALS, CATALOGS

- (a) Two copies each of complete parts books and maintenance manuals on coaches is furnished prior to the delivery of the coaches, which will permit the stocking of spare parts.
- (b) Copies of parts lists for non-standard units, assemblies or items used in construction of coach shall be furnished within fifteen (15) days after last coach is delivered on this proposal.

- (c) Two (2) photographs, 8" x 10" glossy black and white, three-quarter (3/4) front view and three-quarter (3/4) rear view of the coach being offered and two (2) copies of drawings showing wiring schematics of auxiliary circuits, including air line diagrams and other necessary prints of the maintenance of these coaches are furnished.
- (d) Twenty (20) copies of the coach operating manual shall be furnished.

**1.10 REPLACEMENT PARTS**

A supply of replacement parts for the coaches specified is guaranteed for a period of fifteen (15) years from date of purchase. Parts books and manuals are kept up-to-date for a period of fifteen (15) years by issuing revised pages of otherwise notifying the County of new or superseding parts and maintenance practices.

**1.11 GENERAL DIMENSIONS**

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

102 INCH COACH	35 FOOT
Length over body	35 Ft.
Width over body-Maximum	102 In.
Height (over tank enclosure)	135 In.
Seating Capacity	35 Std.
Front step height from ground minimum laden	15 In.
Rear step height from ground minimum laden	16 In.
Second & third step height	10 In.
Floor height (at front door) - laden	35 In.
Turning Radius (front body corner) maximum	38 Ft.
Headroom - maximum	78.5 Ft.
Approach angle	9 Deg.
102 INCH COACH	35 FOOT
Breakover angle	11 Deg.
Front step height from ground	15 In.
Departure angle	10 Deg.

Standee's top vision line-above floor	66 in.
Seat width	17.5 in.
Aisle width-minimum (standard seats)	26 in.
Seat spacing-minimum (standard seats)	28 in.
Front door clearance (inside panels) min. clearance	37 in.
Rear door clearance - min. clearance	33 in.
Curb weight - max. GVW	30,100 #
Vehicle weight - max. GVWR	39,600 #
Wheelbase	226 in.
Toe-in - maximum	1/8 in.
Caster (adjustable)	3 deg. +
Camber (non-adjustable) right Camber (non-adjustable) left	Odeg.-15 min. Odeg.-45 min.
Tire size	12.5 x 22.5
Electrical system & air cond.	12/24-v DC
Axle ratio (others available)	4.56 std.
<b>102 INCH COACH</b>	<b>35 FOOT</b>
Air suspension-front bag Height - rear bag height	9.75 in. 12.00 in.

## 2.1 FRONT AXLE

- 2.1.1 Front axle is Meritor FH-946 or approved equal, and is designed with proper wheel and axle geometry so that imperfect front axle operation will not be encountered in service. The axle has the axle manufacturer's maximum load rating for the gross loads that the coach building designed them to carry. The gross load includes seated plus standee load. Axles are supplied with greased seals.
- 2.1.2 Model Number 102" Coach - Front axle is Meritor FH-946 or approved equal with a maximum load rating of 16,500 pounds.

## 2.2 REAR AXLE

- 2.2.1 Rear axle is full floating heavy-duty hypoid. Axle housing shaft shall be of banjo type. Inner-wheel bearing oil seal and differential pinion seal shall be mounted on replaceable oil seal wiper sleeves.
- 2.2.2 Model Number 102" Coach - Rear axle is Meritor Model 61163 WX, single reduction, with a maximum loading rating of 28,600 pounds. Load tubes are replaceable.
- 2.2.3 Gear Ratio - The differential gear ratio, combined with the proper engine and transmission provide maximum highway speeds on level ground and 9 mph on 16% grades with seated load and driver.

## 2.3 BRAKES AND AIR EQUIPMENT

- 2.3.1 General - Each coach must be equipped with both service and emergency brakes and shall comply with FMVSS121.

### 2.3.2 Service Brake

- (a) Service brakes are equipped with four (4) wheel internal expanding air operated brakes.
- (b) Brakes are capable of stopping the vehicle from a speed of twenty (20) miles per hour with a seated load at one hundred fifty (150) pounds per passenger at a rate of deceleration equivalent to a stop within twenty-two feet (22').
- (c) Brake shoes are of two (2) shoe design, heavy duty type to assure uniform pressure and so constructed as to last the life of the vehicle. Brake block widths are a minimum of ten (10) inches on rear shoes, six (6) inches on front shoes. Blocks are fastened to brake shoes with brass bolts.
- (d) Brake shoes are operated by a front and rear cam which is in turn operated by a worm and gear slack adjuster.

### 2.3.3 Brake Drums

- (a) 102" Coach is provided with minimum sixteen and one-half (16 1/2") inch heavy duty alloy cast form brake drums.

- (b) Drums - will be constructed and mounted as to assure necessary ventilation of the drums and prevent conduction of heat to the tires. Drums are free from casting flaws or hard spots and drum castings must be true round and of uniform thickness to within one-sixteenth (1/16") inch. Drums are concentric with the pilot bore within .005" and square with the end surfaces within +/- .005 total indicator reading, or balanced to less than five (5) inches pounds.

#### 2.3.4 Emergency Brake

- (a) Coach is equipped with safety actuators, (MGM 3030 RC160) or (36-36 w/61142,3) spring brake chamber, capable of bringing the coach to stop from a speed of twenty (20) miles per hour at a deceleration rate equivalent to a stop within sixty (60) feet with a seated passenger load.
- (b) Brake chambers are equipped with manufacturer's standard diaphragm spring. Brake system is balanced to provide safe stop operation.

#### 2.3.5 Slack Adjusters

Automatic slack adjusters are furnished on front and rear brakes.

#### 2.3.6 Air Compressor

- (a) Air compressor has a capacity of not less than 16.5 CPM, at 1250 RPM, and is Tuflo 750", as manufactured by Bendix-Westinghouse Company.
- (b) Compressor is flange mounted and is gear driven directly by the engine.

#### 2.3.7 Air Governor

Bendix-Westinghouse "D-2" type.

#### 2.3.8 Air Tanks

Air reservoirs are of adequate capacity to meet FMVSS121. Bendix-Westinghouse AD-9 air dryer is connected to and operated in conjunction with the air governor. Other air tanks are equipped with protected automatic drain valves.

#### 2.3.9 Check Valve

A check valve is provided between #1 and #2 tanks, adjacent to the second tank, and accessible for service.

#### 2.3.10 Brake Relay Valve

A brake relay valve is provided.

#### 2.3.11 Wheel Brake Lines

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

#### 2.3.12 Body Mounted Brake Lines

- (a) All air lines are color coded nylon tubing except for main 1" 00 air lines between compressor and first tank which are teflon lined with outer braid of stainless steel.
- (b) Anti-chafing material is provided at all points where air lines pass through any part of the bus frame.

#### 2.3.13 Shop-Air Line Connector

An air line connector is installed on the front and rear end of the coach to provide filtered air supply from the shop air system to the accessory air tank.

#### 2.3.14 Windshield Wipers

Two (2) air operated, heavy-duty, windshield wipers, Sprague type are furnished. They are of the self-parking type, each controlled by individual valve with adjustable speed. Motors are mounted inside of coach and external provisions made for ease of inspection, maintenance, replacement and maximum speed adjustment. Exhaust from wipers are extended below floor level.

#### 2.3.15 Windshield Washers

The windshield washer system shall deposit washing fluid on the windshield and, when used with the wipers, shall evenly and completely wet the entire wiped area.

The windshield washer system shall have a minimum 2 gal reservoir, located for easy outside refilling and protected from freezing by the defroster or coach heating system. Reservoir pumps, lines, and fittings, shall be corrosion resistant, and the reservoir itself shall be translucent for easy determination of fluid level.

### 2.4. AIR SUSPENSION SYSTEM

#### 2.4.1 System

- (a) Coach is equipped with an air-suspension system. Air-suspension system consists of a combination of four (4) rolling lobe air bellows and three (3) leveling valves, by which the air pressure is automatically regulated in proportion to the coach loading.
- (b) Air bellows act as a flexible connection between body and axle to absorb and cushion road shocks.
- (c) Leveling valves (two rear and one front) also act to keep the coach body in a relatively level position and contain a dampening or compensating feature to prevent excessive consumption of air resulting from high-frequency axle movements over rough streets.
- (d) Methods of construction and the materials used are of such manufacturers as to permit easy and convenient replacement of bellows.

#### 2.4.2 Radius Rods

- (a) Front and rear radius rod stabilizer bars are provided to eliminate lateral, longitudinal and torsional movement of the body in relation to the axles.
- (b) All radius rods, including ends, bushings and anchor brackets are of adequate construction so as to avoid any possibility of breakage or loosening in service.

### 2.4.3 Shock Absorbers

Heavy duty adjustable shock absorbers are provided.

## 2.5. STEERING

2.5.1 Hydraulically assisted power steering is provided (SHEPPARD MODEL M110). Steering gear is an integral type.

### 2.5.2 Strength

Fatigue life of all steering components shall exceed 1,000,000 miles. No element of the steering system shall fail before suspension system components when one of the tires strikes a severe road hazard. Inadvertent alternations of steering as a result of striking road hazards are steering failures.

### 2.5.3 Steering Wheel

The steering wheel is a minimum of twenty inches (20") in diameter and of black synthetic material construction over a metal core.

### 2.5.4 Steering Column

Steering column shall be a tilt/telescopic steering column mounted approximately 17° from vertical as manufactured by "Douglas" Model 929. Column shall be easily adjustable while seated in the driver's seat and shall be capable of a minimum of 42° tilt and 2 1/4" vertical adjustment.

### 2.5.5 Mechanics

- (a) Steering units shall have a hex head filler and drain plugs.
- (b) The drag link assembly shall have a horizontal socket for attachment at the steering knuckle arm. Both ends shall have internal springs and lubrication fittings. The assembly shall have a +/- 1/2" length adjustment.
- (c) Front axle tie rod ends shall be threaded into the tube for adjustment without removal. Lubrication fittings shall be provided on the non-serviceable end assemblies.
- (d) Steering mechanism shall be mounted so that all adjustments can readily be made without dismounting parts. Mounting of gear assembly shall be engineered to reduce road shock and vibration.
- (e) Underbody hydraulic lines shall be **stainless steel** of an appropriate size required for the power steering unit. The lines shall be rigidly mounted underneath the coach and routed separately from all other lines. The **stainless steel** tubing lines shall be installed at a minimum from the most forward bulkhead or cross member and shall be continuous. The lines at the ends shall be flexible, **stainless steel braided Aeroquip**.

#### 2.5.6 Steering Drive Shaft

Tubular steel drive shaft will connect steering column bevel gears to axle mounted steering gear. The shaft will be equipped with needle bearing type universal joints. A splined slip joint at the axle end will compensate for changing length due to movement of front axle.

### 2.6. WHEELS AND TIRES

2.6.1 Coach is equipped with single front and dual rear wheels. All front wheels and tires are balanced and counter weighted as required. Wheels with 8.25 rims are tubeless type, with stud (Budd) type mounting. All wheels are to be machine finished polished aluminum 883553. All wheels are single piece Alcoa aluminum wheels.

#### 2.6.2 Tires

(a) Tires are furnished by the vendor and shall be 12.5 x 22.5 steel belted radial, load range H @ 55 MPH.

(b) One spare wheel and tire shall be supplied with each coach.

### 2.7. CHASSIS LUBRICATION

#### 2.7.1 Fittings

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

### 2.8. ENGINE

2.8.1 (a) Coach to be powered by Detroit Diesel Series 50G (Compressed Natural Gas) engine capable of giving satisfactory life and performance in transit service.

(b) Power plant is a complete unit, mounted in the rear, and mountable and demountable as a unit, complete with transmission.

#### 2.8.2 Crankshaft

Crankshaft is of high carbon steel, drop forged, full heat-treated and Taco hardened or nitrided.

#### 2.8.3 Accessory Drive

All accessories are driven directly from engine without use of drive belts, except air conditioning compressor and hydraulic pump.

#### 2.8.4 Oil Filters

A full-flow type filter mounted to the engine which incorporates a full-flow, screw-on type element is provided.

#### 2.8.5 Insulation

Area inside of power plant compartment above engine bulkhead (engine side of rear seat) is completely sealed to prevent smoke and fumes from entering passenger's portion of coach and insulated against both heat and sound.

#### 2.8.6 Engine Compartment Lines

All flexible lines, (air, fuel) in the engine compartment are teflon hose with braided stainless steel jacket and stainless steel reusable fittings, where pressures and/or temperatures permit. All lines are mounted away from engine to permit easy access to all engine components.

#### 2.8.7 Starting Motor

- (a) Starting motor is of 24-volt and of ample capacity to furnish sufficient torque to crank engine.
- (b) The starter interlocks to prevent starter engagement when the coach is in gear or the engine is running.

#### 2.8.8 Air Cleaner

- (a) Nelson Model 71041N dry type air cleaner shall be provided in the engine compartment. Filter elements shall be easily removed for cleaning through an opening in the side of the coach. The air cleaner shall incorporate a separator to remove strained water and act as a silencer and pre-cleaner. A graduated visual indicator shall be provided to detect a dirty or clogged air filter. Air intake restriction measured at filter service indicator at no load shall be no more than 8 1/2" of water; full load shall be no more than 10" of water.
- (b) The engine air intake is through a louvered or grided screen opening or removable fiberglass screened housing at the rear side of the coach.

#### 2.8.9 Engine Control System

- (a) An electronic control accelerator system will be provided. The throttle pedal is mounted so that it is equal to or higher than brake pedal height.
- (b) Accelerator system is interlocked with the rear exit door and cannot operate when the rear exit door is open.
- (c) A fast idle switch is provided.
- (d) The engine has an engine protection module that will activate in case of overheat, low oil pressure, or low coolant to protect the engine against damage.

Contractor shall provide an E-CHECK diagnostic analyzer kit with coach delivery.

**2.9 FUEL AND EXHAUST SYSTEM**

**FUEL SYSTEM CNG CONFIGURATION**

**2.9.1 GENERAL**

- (a) The fuel system provided shall be a CNG system with a storage capacity of not less than 17,840 standard cubic feet at 3,600 PSI. COUNTY's fueling system shall be capable of providing a maximum cylinder pressure of 3,600 PSI at a delivery rate of 1,500 CFM. The CNG will be pipeline quality and meet current standards.
- (b) The fuel system shall be designed to the minimum regulations and/or standards for safety, quality, reliability and longevity of FMVSS 304, DOT, Title 13, NFPA 52, ASME, ASTM SAE, CGA, AGA, CFR and UL. Where a conflict exists, statute, code or regulation shall take precedence over guidelines or recommended practice. In the absence of a statute, code or regulation, the guideline or recommended practice shall apply.
- (c) For the purpose of this section, Fuel System includes fuel cylinders, their mounting, lines, tubing, regulators, valves, controls, methane detection systems, fire suppression systems, ventilation and any electrical directly or indirectly affected by the CNG installation.
- (d) Prior to and after production, CONTRACTOR shall demonstrate compliance with all of the above referenced statutes, codes, guidelines or recommended practices.
- (e) Prior to production, contractor shall provide all documentation necessary for presentation for the Fire Marshall and other code authorities to document that the entire system meets or exceeds codes. A Bill of Material for all fuel component systems including null certificates for the stainless steel tubing, shall be provided.

**2.9.2 FUEL CYLINDERS**

- (a) Fuel cylinders shall be lightweight carbon fiber aluminum composite fuel cylinders, as manufactured by SCI, or approved equal. The cylinders shall be certified for a maximum useful of 15 years and not require recertification for the full 15 year period. Fuel cylinders shall be certified to NGV 2 standards.
- (b) Fuel cylinders shall be constructed and inspected in accordance with the above referenced statutes, codes, regulations, guidelines and recommended practices. Cylinders, valves, relief devices lines shall be properly marked or labeled as required.
- (c) Fuel cylinders shall be roof mounted and the cylinders shall be hidden from view by skirt panels or ferrings. Design and style of roof ferrings are subject to review by COUNTY.

Capacities @ 70F

<b>Tank Size</b>	<b>No. of Tanks</b>	<b>US 3600 PSI</b>
15.0" x 100.0"	8	17840 SCF

- (d) Contractor shall be required to demonstrate before and after production utilizing the procedures for testing handling and stability included in the SAE Technical Paper Series, 861950, First Article Bus Testing handling and stability which includes steady rate cornering and oversteer, transient cornering and obstacle avoidance. Standards shall be comparable to non-roof mounted coaches, or corrected to acceptable safe standards. Previously conducted test will be sufficient to prove compliance with the said regulations (further testing is not required given that the test report proves compliance).

**2.9.3 FUEL LINES**

- (a) Fuel lines shall be compatible with the CNG, pressures and temperatures expected. In addition to compliance with the minimum standards, fuel lines shall be of highest quality. Hoses shall be individually supported and shall not touch one another or any part of the coach. All fuel lines shall be properly identified and permanently marked.
- (b) All bus fuel and vent lines shall be 304 stainless steel seamless tubing conforming to ASTM A 269, 370, 450 & 632.

Fuel/Vent Lines	O.D.	Wall Thickness in Inches
Vent Manifold	1.250	0.065
Fuel Fill Line	0.625	0.083
Fuel Lines to 1 <sup>st</sup> Stage Regulator	0.500	0.065
Fuel Cylinder Outlet	0.375	0.049
Fuel Manifold	0.675	0.083

(c)

There shall be a check valve downstream of fueling receptacle to prevent the backflow of gas from cylinders and fuel line when refueling.

**2.9.4 CYLINDER FUEL VENT LINES**

- (a) Vent lines shall run from both ends of fuel cylinders to vent at roof at upper rear of the coach. Vent lines shall be 1.25 O.D. tube.

**2.9.5 MANUAL SHUT-OFF VALVE**

- (a) A UL listed manual shut-off valve shall be provided and installed and identified on the exterior of the coach "MANUAL SHUT-OFF VALVE". The manual shut off valve shall be located at the right rear corner of the coach at the same height as the coolant access door.

#### 2.9.6 AUTOMATIC SHUT-OFF VALVE

- (a) A UL listed automatically shut-off valve shall be provided and installed and identified "AUTOMATIC SHUT-OFF VALVE". The automatic shut-off valve shall be normally closed and held open by electrical current. The valve shall be wired so it shuts off when the run switch is in the off or accessory positions, when engine oil pressure is not present, or a fire fault is detected. Location shall be adjacent to the manual shut-off valve.

#### 2.9.7 FUEL FILLER FITTING

- (a) CONTRACTOR shall provide and install both the Sherex 1000 and Sherex 5000 type fuel receivers, or approved equal. The fuel filler fittings shall be located on the curbside of the coach at the rear. Locations subject to COUNTY Approval.
- (b) An interlock system shall be provided to prevent the engine from being operated or started while the fuel door is not latched. The exterior of the filler doors shall be labeled in 1" high letters, "FOR CNG ONLY".

#### 2.9.8 FUEL SYSTEM BYPASS VALVE

- (a) For the purpose of providing a bypass connection to non-compressed natural gas source during emissions testing, a bypass port with valve shall be provided on the low pressure side of the system with a removable pipe plug to facilitate connection to the facility based uncompressed natural gas source. The valve and port shall be easily accessed and properly identified. The valve and fitting shall be UL rated.

#### 2.9.9 FUEL UNLOADING

- (a) A provision shall be provided to unload all of the fuel from the storage cylinders to a facility based low pressure gas line or storage facility. Connection shall be accessible at the fuelling fitting area and be properly protected and labeled. It shall be possible to unload a full load of fuel in thirty minutes or less. Specific performance required will be to reach the pressure of the low pressure gas line to which the fuel is being returned. Contractor shall provide COUNTY with deal of flow rate, location and operation of unloading system prior to production and subject to approval by COUNTY.

#### 2.9.10 FUEL GAUGE

- (a) A fuel gauge shall be provided and installed in the dash to indicate the amount of useable fuel remaining. The dial shall be graduated to read at least 1.2 times the pressure at which a pressure relief device is set to function. The gauge shall be suitable for operation over a temperature range of -40°F to 180°F.

#### 2.9.11 EXHAUST SYSTEM

##### 2.9.12 TYPE AND SYSTEM CHARACTERISTICS

- (a) The exhaust and tail pipe shall be constructed of 304 stainless steel.
- (b) The muffler/catalytic converter shall be designed with proper acoustical qualities and tailored to the engine requirements and installation.
- (c) The vertical roof mounted exhaust outlet shall incorporate a 60 degree elbow to direct

the exhaust flow to the back of the coach and away from the passenger compartment. A flap shall be provided to prevent water from entering the exhaust system. The exhaust pipe and outlet shall not increase the overall height of the coach, nor shall it be located in such a way as to present a serious burn hazard to pedestrian traffic. Termination of tail pipe shall comply with FMVSS 108 pertaining to side marker and clearance lights.

## **2.10. COOLING**

### **2.10.1 Radiator**

- (a) Radiator is of the tube type and of sufficient capacity to properly cool the engine in heavy service with 125° ambient rating.
- (b) Radiator top and bottom tanks are stainless steel with prime and enamel paint. All fittings are of brass.

### **2.10.2 Filler Neck and Cap**

- (a) The sealed cooling system is provided with a self-unloading valve to prevent extreme pressure from injuring cooling system.
- (b) Filler cap is hinged type and a small access door is provided in the rear of the coach to add coolant.
- (c) A manual pressure release valve is also provided.

### **2.10.3 Surge Tank**

A heavy-duty stainless steel radiator surge tank with sight glass is provided and mounted above the radiator.

### **2.10.4 Fan and Drive**

A thermostatically controlled demand responsive fan is provided. It will be driven only at engine temperatures in excess of one hundred eighty (180°) degrees.

### **2.10.5 Hose**

Engine water and heater hose are silicone type, or approved equal.

### **2.10.6 Hose Clamps**

Stainless steel, constant tension hose clamps, are provided.

## **2.11 TRANSMISSION**

The transmission shall be an Allison Automatic 4 Speed, with an integral retarder and self-diagnostic electronic (ATEC) control. Contractor shall provide a diagnostic analyzer for the ATEC system. World B400 "R" Series transmission shall be provided.

### **2.11.1 Drain Plug**

A drain plug of magnetic type attached to bottom of oil pan near drain opening is furnished.

### **2.11.2 Drive Shaft**

The drive shaft is 3-1/2" diameter, heavy duty Spicer 1700 series with needle bearing universal joints between the transmission and axle. The shaft is designed to prevent contact with air lines or injury to passengers in case of breakage.

## **2.12 TRANSMISSION RETARDER**

The transmission shall incorporate an output hydraulic retarder for the purpose of added safety, control, and deceleration of the coach. The integral retarder design shall consist of a hydromatic circuit which shall always be filled with oil to allow immediate response of the unit.

The retarder control shall be incorporated into the service brake pedal with the retarder being activated upon service brake application.

The transmission retarder on/off switch shall be located in the driver's compartment area.

### **3.0 ELECTRICAL**

The electrical system provides and distributes power for all electrical components in the coach. The system supplies a nominal 12 volts to incandescent lights in instruments and 24 volts to all remaining circuits. Except for the engine starter circuit, all circuits are protected by circuit breakers or fuses.

#### **3.1. WIRING**

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

3.1.1 Wiring is installed in sections terminating in appropriate junction blocks or quick disconnects. Connectors are manufactured by Packard AMP Deutsch. All cable and wiring is color and number coded and coach builder will furnish complete wiring diagrams and circuit lists showing color and number code used. Wire terminals and connectors are insulated. Coach builder will furnish at least one spare circuit in each harness.

#### **3.2 ELECTRICAL PANEL**

The electrical panel is located at the front left-hand corner of the coach, and is readily accessible through an access door on the interior of the coach located above the driver side window. Relays are heavy-duty type and are sized for ample overload capacity.

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

#### **3.3 COMPLIANCE WITH REGULATIONS**

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

#### **3.4 HEADLAMPS**

- (a) Each coach is provided with two (2) dual 12 volt sealed beam long life Halogen automotive headlights of counter-sunk type, which are controlled by button dimming switch mounted on floor convenient to operator's left foot.
- (b) Headlights are installed in accordance with approved regulations.
- (c) Headlight supports and mountings are sufficiently rugged to maintain adjustment under road shock and service conditions.
- (d) A headlight high beam indicator lamp is installed in the instrument panel.

#### **3.5 STOP AND TAIL LAMPS**

- (a) Rear lamp clusters are mounted vertically, on the rear end panels. The top assembly on each side is a directional signal and the center on each side is a combination stoplight and tail light.
- (b) The rear lights are located so as to provide maximum space for advertising panels.

- (c) Lamps shall be Dialight LED 40/41 Series 4" round type, Grommet mounted. Red lenses for stop and operating. Amber lenses for signals.

### **3.6 BACKUP LIGHTS**

Two (2) backup lights, one mounted on each side of the rear end panels are provided.

### **3.7 BACKUP ALARM**

- (a) An electrical backup alarm or is connected with backup lights producing an intermittent sound is furnished to warn others while vehicle is in reverse.

### **3.8 DIRECTIONAL LAMPS, FRONT**

Two (2) flashing turn signal lamps are mounted on the front of the coach. Turn signal lights, Dialight LED 61/62 Series oval - amber type, are installed on each side immediately behind entrance door and driver's window approximately forty-eight inches (48") above ground.

### **3.9 ELECTRICAL FLASHER**

Electronic flasher is negative ground, to operate directional turn signals.

### **3.10 DIRECTIONAL SIGNAL SWITCHES**

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

### **3.11 EMERGENCY FLASHER**

Directional lamps are equipped for simultaneous flashing for emergency use, with switch located on dash console near driver and properly marked.

### **3.12 LICENSE PLATE LAMP**

A rear license plate light will be provided.

### **3.13 DOORWAY LAMPS**

Front and rear doorway areas are lighted by light(s), suitably mounted so that entire doorways and a portion of the ground area immediately outside the coach are sufficiently illuminated. For compliance the front and rear doorway lights are extinguished when the door is closed.

### **3.14 CURB LAMPS**

- (a) Each coach is equipped with exterior curb lamps. Lamps are positioned in such a manner as to illuminate the ground area in the immediate vicinity of the stepwell for ADA compliance.
- (b) The lamps are actuated when the doors are open.

### **3.15 INTERIOR LIGHTING**

- (a) Coach interior is lighted by a roof side cove fluorescent lighting system.
- (b) Complete lighting system includes fixtures, fluorescent cool white lamps, controls, ballast and accessories.

- (c) For each forward facing seating position, forward of the rear longitudinal seats, the light intensity is 15 foot candles or greater. At the passenger reading plane\* the light intensity is 12 foot candles or greater.
  - \* Passenger reading plane as defined by FTA: 12" x 12" square plane of 45 degree angle. Center of plane is 33" above the floor. 22" forward of the seat back support.
- (d) Fixtures are furnished with extruded polystyrene lens panels with prismatic light control.
- (e) The lighting components are so located and constructed to prevent the entrance of water, contaminants and insects.
- (f) An individual ballast power supply is supplied for each fixture.
- (g) Light operates without the engine running.
- (h) The first lamp(s) are operative only when front door is open if dash controls are at the rear.
- (i) Lights are installed so that windshield reflection is minimized.
- (j) Lights are extinguished with transmission selector in reverse to aid the driver in backing the bus during night operation.

### **3.16 ALTERNATOR**

- (a) Alternator is oil cooled, as manufactured by Delco 50DN with a capacity of 270 amps at 24 volts.

### **3.17 VOLTAGE AND CURRENT REGULATOR**

Alternator is equipped with an electronic transistor type control voltage regulator.

### **3.18 INSTRUMENT PANEL**

- (a) Instrument panel includes all necessary instruments for safe operation of the coach. Switches and indicators for the control of lights, door controls, heaters and engine control are conveniently located at the driver's position.
- (b) Instrument panel also includes fuel gauge, air pressure gauge, speedometer, odometer, water temperature gauge, oil pressure gauge and voltmeter shall be provided.

### **3.19 SPEEDOMETER**

Odometer is a part of the speedometer (999,999 reading).

### **3.20 HORN(S)**

Heavy-duty 12-volt horns are provided.

### 3.21 INSIDE SIGNAL SYSTEM

A chime operated by pull cord running the length of each side of the vehicle is furnished. A "Stop Requested" panel sign that fully lights when the chime is activated shall be provided and located in head rest area above windshield. Sign shall be fully visible and readable from all passenger seats.

### 3.22 RELAYS AND CIRCUIT BREAKERS

All relays and breakers are constructed and mounted to be free from accidental operation or interruption due to shock or vibration in service.

### 3.23 BUZZER

A buzzer is provided wired to sound on low oil pressure, high engine temperature and low air pressure.

### 3.24 BATTERIES

- (a) Two (2) heavy-duty lead acid type batteries, size 8D, are furnished.
- (b) Batteries are mounted under the floor of the coach on a sliding tray, and treated to prevent corrosion and readily accessible for servicing. The battery compartment is self-draining, vented, and is located on the street side of the coach. A pull-out battery tray is provided. The master disconnect switch is located adjacent to the battery compartment, and is capable of carrying and interrupting total circuit loads. The battery cables are color coded for positive and negative and have shrink-in-place insulation.

### 3.25 DESTINATION SIGNS – FRONT, AND SIDE

#### 3.25.1 GENERAL

- a) An automatic electronic destination sign system, as manufactured by Luminator, "Horizon" model system or approve equal, shall be furnished and installed in the vehicle by the manufacturer. The destination sign system shall consist of:

Front Destination Sign

Side Destination Sign

- (b) All Cables and Accessories Destination signs shall be included on the front, on the right side near the front door, and on the rear of the vehicle. Sign readings shall be selected by the driver and shall retain the setting during subsequent operations. The entire display area of all signs shall be clearly visible in direct sunlight or at night. The system shall be microprocessor-based and utilize bi-directional serial communications between components.
- (c) The system shall incorporate an auto blanking feature that will cause the entire display area to be blank within thirty (30) seconds of the vehicle master power switch being turned off.
- (d) The system shall be designed so that the destination signs can display independent messages or the same messages, as chosen by the message programmer during creation of the message listings. CONTRACTOR to fully program destination sign readings per COUNTY'S list of destinations.

- (e) The system shall allow two destination messages and one public relation message to be pre-selected. The operator shall be able to quickly change between the pre-selected messages without re-entering the message code. Public relations message, when selected, shall be capable of being displayed alternately with the regular text and route messages or displayed alternately with the regular text and route messages or displayed separately.
- (f) An emergency message shall be activated by a push button or toggle switch in a location subject to approval by the County. The emergency message shall be displayed to signs facing outside the vehicle while signs inside the vehicle, including the Operator's Console, remain unchanged. The emergency message shall be cancelled by entering a new destination code. The selected signs and contents of the emergency message shall be determined by the system message programming software.
- (g) The system message programming software shall provide a means of adjusting the length of time and messages are displayed from one-tenth second to twenty-five seconds duration. The blanking time between messages shall also be adjustable for one-tenth second to twenty-five seconds. Each line or blanking time of each message shall be capable of having a different retention time.
- (h) Power to the sign system shall be controlled by the Master Coach Run Switch. The signs shall operate in all positions of this switch except off. The signs shall be internally protected against voltage transients and RFI interference.

#### 3.25.2 DISPLAY

- (a) The display shall consist of oblong or octagonal magnetically controlled flip dot pixels. The front face of the dots shall be a highly visible yellow with U/V protective coating. The back face of the dots shall have a flat black finish that will reflect natural light (including direct sunlight), or the artificial light source used for nighttime viewing. Each dot element shall be a flat plane design to eliminate shadows thereby ensuring maximum visibility under all viewing conditions.
- (b) The characters formed by the dots shall meet the requirements of the Americans With Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39.

#### 3.25.3 ELECTRONIC SYSTEM REQUIREMENTS

- (a) All electronic circuit boards used in the destination sign system shall be conformal coated to meet the requirements of military specifications MIL-1-46058C.
- (b) All signs shall have an identical controller board and each sign shall have no more than two different display board part numbers.
- (c) All completed signs and Operator Display Keyboards (ODK) shall be certified by the manufacturer to have been subjected to a "burn-in" test of a minimum of 12 hours operation in a temperature of 150° F. prior to final inspection.

#### 3.25.4. INSTALLATION

- (a) Display boards shall be mounted for ease of maintenance/replacement, using self retained quarter-turn fasteners.
- (b) The CONTRACTOR shall comply with the destination sign manufacturer's recommended mounting configuration and installation procedures to assure optimum visibility of the sign display.

- (c) The destination message shall be readable by a person with 20/20 vision from a distance of 150 feet. The sign shall have equal readability at 65° on either side of a line perpendicular to the center of the mean plane of the display.

#### 3.25.5. OPERATOR'S DISPLAY KEYBOARD (ODK UNIT)

- (a) The ODK unit shall be used to view and update display messages. It shall be recessed mounted at a location accessible to the driver while the driver is seated in the driver's seat with seat belt fastened. The ODK Unit shall utilize a 22-key conductive rubber pad keyboard with tactile feel, designed especially for the harsh transit environment.
- (b) The ODK Unit shall contain a two line by 20-character back-lighted Liquid Crystal Display. This display shall inform the operator on the status of the sign system and be driver adjustable to maximum display contrast at different viewing angles. The ODK Unit shall contain an audible signal that beeps to alert the operator to view the display for a message, or beeps indicating that a key is depressed. The ODK Unit shall continuously display the message associated with the selected destination readings.
- (c) The display shall have equal readability at 40° on either side of a line perpendicular to the center line of the mean plane of the display, and 30° up and 60° down from a line perpendicular to the center of the mean plane of the display.

#### 3.25.6 MEMORY TRANSFER UNIT (MTU)

- (a) The sign systems shall be re-programmable on the coach by either a PCMCIA card or a Memory Transfer Unit (MTU). The MTU shall be housed in an impact, moisture, fuel and oil resistant case designed and intended for use in the service island or garage environment. The MTU and PCMCIA card shall have a memory capacity adequate for the signs specified. All new readings shall be download to the MTU PCMCIA card from the desktop PC in five minutes or less. CONTRACTOR shall provide two (2) PCMCIA cards with this system.
- (b) An AMP, CPC, four pin connector, or approved equal, shall be conveniently located in the driver's compartment as a port through which the MTU shall communicate to the sign system. Power to operate the MTU shall be supplied to the MTU from the vehicle voltage supply through this port.

#### 3.25.7 PROGRAMMER

- (a) A programming software package shall be provided to generate message lists for the destination sign system. The programming software package shall use the capability of an IBM PC/AT or compatible computer with hard disk. The software package shall allow the MTU to be programmed directly from the PC through the standard PC RS-232 port. The programmer shall be designed for ease of deleting and adding messages to a destination sign list.
- (b) The programming software shall use techniques that require minimum operator training and that are intended for use by operator that are not trained in complex operations. All operator screens shall utilize a pull-down menu technique and use non-computerized commands.
- (c) Help will be available to the operator via pressing the "F1" function key that will cause help information to be displayed that is pertinent to the activity occurring at the current cursor location on the screen. A tutorial will be included for operator self-training.

- (d) The software will provide capability for custom message writing by selection of preprogrammed standard and/or variable fonts; by creation of a custom font; by varying spacing between characters, words, or other message elements; by allowing creation of graphic displays through picture editing with draw-a-dot-at-a-time capability, with or without text, by selecting preprogrammed graphic sign images; and by allowing use of multiple fonts within the same message line and graphic symbols placed anywhere within the display area.

#### 3.25.8 INTERCONNECTION CABLES

- (a) The system data communication shall be accomplished by the use of a single twisted pair (2 conductors) cable. The system power cabling shall have 3 conductors that connect to the switched and unswitched (battery) power and a return (battery). The ODK Unit power cable shall be a single twisted pair cable and shall run between the ODK Unit and front sign.

#### 3.26 WIRING FOR TWO-WAY RADIOS, FAREBOX, TRANSFER MACHINES

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

- (1) An antenna mounting plate, 3 1/2" x 7" x 1/8", is mounted to the roof body panel at approximately the coach centerline and approximately four feet (4') to the rear from the front of the coach. A concealed thin wall, 5/8" plastic conduit from plate antenna area to radio box with pull-through wire is furnished.
- (2) A removable cover is installed on the interior ceiling panel to allow access to the antenna.
- (3) A 12 volt, 40 amp direct power is provided for radios and farebox.
- (4) An enclosed radio box with cover will be installed behind the driver's seat in the interior of the vehicle, on the forward sloping face of the left front wheelhouse.

## 4.0 BODY

### 4.1. CONSTRUCTION

#### 4.1.1 Body and Under structure

- (a) Body and Under structure are durable construction reinforced at all joints and points where stress concentration may occur or that the vehicle will carry the required loads and properly withstand road shocks.
- (b) All materials are suitably treated to resist corrosion.
- (c) Underframe is strong enough to prevent floor from flexing under normal loads.
- (d) All steel parts of underframing below floor line are prime treated prior to assembly.
- (e) Body is of integral construction, not body on chassis.
- (f) The body is designed to meet the crash worthiness standards outlined in the Federal Register Vo. 47, No. 195, Section 2.1.2.10.

#### 4.1.2 Side and End Framing

Side and end framing are designed and constructed to carry their proportion of the stresses imposed and absorb excessive impacts with as little damage as possible. Adequate reinforcements are installed around the side doors in order to transfer stresses around these openings.

#### 4.1.3 Posts, Side and Roof

All posts in the body side and roof sections are of steel construction, welded to the underframe structure so that the entire assembly acts as one unit without any movement at the joints. The end posts are designed to resist shear which might result in case of collision.

#### 4.1.4 Exterior Body Panels

- (a) All exterior body panels are welded or riveted to body frame.
- (b) No metal screws used on exterior body panels above floor line.
- (c) Rivet spacing is in accordance with the best practice of bus industry standards.
- (d) All exterior side panels between window belt and rub rail and rear of coach are stainless steel and painted County colors.
- (e) Lower skirt panels are .100 thick, aluminum painted to County specifications.
- (f) Front and rear end caps of the body are constructed of reinforced fiberglass with a minimum thickness of .10 inches. The fiberglass end caps are attached to the body structure with rivets to facilitate ease of repair.

#### 4.1.5 Roof Construction

Roof is of stainless steel, tubular construction, made up of longitudinal trusses and lateral beams.

#### 4.1.6 Hardware Construction

Automotive grade hardware is used throughout the coach. Screws, bolts nuts and washers, or other types of fasteners used in the construction of the body or for the attachment of accessories or equipment are constructed of non-corroding material or finished to prevent rust and corrosion.

#### 4.1.7 Interior Insulation Construction

- (a) Interior of body, including roof, is well insulated against heat and cold and operating noises which originate in the engine, transmission, muffler, etc.
- (b) Sidewall and roof insulation is closed cell.
- (c) Rear lounge seat cushion, seat back and rise are insulated with Baryfol on each side.

#### 4.1.8 Interior Panels Construction

- (a) Interior panels are applied sectionally to assure a neat and finished surface. Interior side window panels down to lower window rail are melamine paneling of minimum one-sixteenth (1/16") inch thickness.
- (b) Interior ceiling panels are melaminium paneling of minimum 1/16" thickness. Panels are supported so as to prevent buckles, drumming or flexing when the vehicle is in service.
- (c) Fasteners will not loosen under vibration.

### 4.2. COLORS - INTERIOR

4.2.1 Interior side panels are to the County's color specifications.

4.2.2 Driver's area, vestibule and dash panels are painted with non-reflective black.

### 4.3. VENTILATORS

4.3.1 Driver operated weatherproof adjustable front ventilator of the spring-loaded type, of sufficient size to assure ample ventilation for summer operation at operator's position is provided. Ventilator is the over center type which may be closed by exterior pressure.

### 4.4. CLOSURE DOORS - SIDE

#### 4.4.1 Left Hand Side

A left hand radiator closure door is furnished to provide access for radiator removal and hydraulic oil cooler.

#### 4.4.2 Right Hand Side

Closure door is provided on the right hand side to gain complete access to the right side of the engine.

#### **4.5. CLOSURE DOORS - REAR END**

4.5.1 Gas assisted door props are furnished at each end of rear end closure door. Engine compartment door is equipped with mechanical paddle latch.

4.5.2 Service engine door is minimum of .050" aluminum with stiffeners.

#### **4.6 CLOSURE DOORS - MOUNTING**

Under the floor equipment requiring service access from outside the coach body shall be provided with stainless doors hinged with stainless steel piano type hinges and provided with positive flush-type locks which will permit access and facilitate the easy inspection and servicing of such equipment. Gas springs are provided to secure the doors in open position during inspection and servicing.

#### **4.7 WHEELHOUSE**

Wheelhouses are of sturdy construction manufactured of stainless steel, providing ample clearance at front and rear tires under load and under all positions of front wheel while steering.

#### **4.8 FENDERS**

Rubber fenders are furnished at each wheelhouse.

#### **4.9 SPLASH APRONS**

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

#### **4.10 DRIP MOLDINGS**

Water deflecting roof gutters are provided over the side windows and doors.

#### **4.11 FLOORING - PLYWOOD**

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

(b) Plywood is screwed to frame members with Huck rivets used in conjunction with tapping plates.

(c) The area at the fare box is of adequate strength to keep fare box from weaving when coach is in service.

#### **4.12. FLOOR COVERING**

##### **4.12.1 Floor covering - Installation**

(a) Floor covering is laid without gaps or openings between sheets. Should any gaps be unavoidable, they are filled with color matching material to be tight against any influx of seepage of water.

(b) Flooring cement or adhesive are specifically designed for use with floor covering material.

#### 4.12.2 Floor Covering - Step Treads

Steps at the front entrance and rear exit are covered with five-sixteenths inch (5/16") ribbed flooring. Entrance and exit step treads include integral molded nosing on stainless steel metal backing. Backing is totally enclosed in rubber.

#### 4.12.3 Floor Covering - Entrance Area

Entrance area and front standee area is covered with a ribbed flooring not less than five sixteenths inch (5/16") stainless steel backing is furnished under standee line edge.

#### 4.12.4 Floor Covering - Ribbed

Center aisle, rear exit door approach and rear standee area is covered with a ribbed floor covering not less than three-sixteenths inch (3/16"). Center aisle strip is a minimum of thirty-six inches (36") wide. (42" on 102" model).

#### 4.12.5 Floor Covering - Smooth

Floor area under the seats at driver's platform and area over wheel housings is covered with a ribbed floor covering not less than 3/16" thick. All floor covering to meet County's color requirements.

### 4.13 STEPWELL

- (a) Stepwells are stainless steel.
- (c) Stepwells are of rigid construction adequately fastened to and supported from body. Construction is such to permit two steps below the floor level of the coach.

### 4.14 FRONT DOOR

Front entrance door is of the slide glide type, with a minimum height of eighty-eight inches (88") and a minimum clear opening of thirty seven inches (37") glazed in both upper and lower sections of each leaf. Front door shall have a second set of grab handles installed approximately 18" - 24" from the bottom of the door to assist seniors and disabled persons in boarding the coach.

### 4.15 REAR DOOR

Rear exit door is of the air assist, push-type passenger open;/spring close with a minimum clear opening of eighty four and one half inches (84-1/2") by thirty (30") wide, between door panels, glazed in both upper and lower sections of each leaf. Each door half has a vertical bar of a minimum length of twenty-four inches (24") for a passenger to hold onto when exiting coach.

### 4.16 FRONT AND REAR DOORS - CONSTRUCTION

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

### 4.17 FRONT AND REAR DOOR CONTROLS

- (a) Entrance door mechanism is pneumatically operated and controlled by suitable controls located at the operator's position.

- (b) Rear exit door is interlocked with rear brakes in such a manner that brakes are set when the door is unlocked. It is impossible to accelerated engine when the rear doors are unlocked.
- (c) Pneumatic doors are operated by door equipment manufactured by Vapor Corporation.
- (d) Doors are controlled by switches or control valves mounted adjacent to the driver's seat. Switches or valves are placed to not interfere with the driver. Provision is made to permit manual door operation in the event of loss of pressure or failure of electrical circuit.
- (e) Rear exit door wiring control system complies with safety standards for push-type door.
- (f) Rear exit door is equipped so that it can be quickly opened by a passenger in case of emergency. The lever is enclosed in the door compartment with a decal for instructions applied to the door.
- (g) Exit door green light fixture is supplied with two lamps wired in parallel. It is located over door opening.

#### 4.18 WINDSHIELD

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

#### 4.19 DRIVER'S WINDOW

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

#### 4.20 SIDE WINDOWS

- (a) Side windows are sealed at lower section. The upper section minimum six inches (6") in height, is hinged at bottom and opening inward at top. Hinges are of aluminum or stainless steel material with liquid or gas filled assists or props. A positive locking device holds the upper part of the first right hand window where the side destination sign is located, is glazed with minimum one-quarter inch (1/4") thick safety glass. Glazing in the sash is easily replaced without removing the sash from the coach.
- (b) A positive lock type emergency latch meeting FMVSS217 regulations is furnished on each window frame. Each window has a permanent decal describing emergency window operation procedures.
- (c) Color of glazing material in all side windows provides 28% light transmissivity. The upper portion of the destination window is clear.

#### 4.21. PASSENGER SEATS

##### 4.21.1 Construction

- (1) Seats shall be American Seating, Model 6468, color dark blue fiberglass seats with stainless steel frames in either a cantilever or T-Pedestal mounting design with VR-50 Holdsworth vandal-resistant, vigor quality #88-347T upholstered inserts.

- (2) All wheelchair convertible seating shall have incorporated into the VR-50 upholstered seat backs the international symbol for accessibility.
  - (3) The aisle width shall be at least 20" measured at the shortest transverse distance available between the aisle ends of the seats at any position.
  - (4) The space behind the longitudinal seats and rear lounge seat shall be such as to prevent the accumulation of rubbish behind the seats..
- \* See General Dimensions for total seat requirements.

#### 4.21.2 Priority Seating Signage

At least one sign shall be provided on each side of the coach interior to indicate the front seats are priority seats for seniors and persons with disabilities.

#### 4.22 DRIVER'S SEAT

Shall be Recaro Model Ergo Metro or approved equal.

#### 4.23 MODESTY PANELS

- (a) A melamine modesty panel is provided at the rear of the front and rear stepwells between the stanchion at the rear inside corner of the rear stepwell and side of the coach, and between the floor and the horizontal hand rail extending across the rear of the stepwell.
- (b) Panels are constructed of melamine supported with a stainless steel frame.
- (c) Rear stepwell modesty panel is within three inches (3") above floor level.

#### 4.24 GRABRAILS AND STANCHIONS

- (a) Coach is adequately equipped with grab rails and stanchions rigidly supported.
- (b) It extends horizontally from, and is fastened to the driver's stanchion and to the top and bottom cross rails. Partition totally protects the driver's head and back from the rear.

#### 4.25 DRIVER'S PARTITION

A driver's partition of dark tinted 1/4" plexiglass is furnished. It extends vertically from top of driver's modesty panel to the underside of the driver upper panel.

#### 4.26 INSIDE REAR VIEW MIRRORS

- (a) Coaches are equipped with two (2) inside rear view mirrors. Center rear view mirror above windshield is four inches (4") by sixteen inches (16") and right windshield header mirror is a six inch (6") round. The four inch (4") by sixteen inch (16") mirror is located so as not to interfere with passengers.

#### 4.27 OUTSIDE REAR VIEW MIRRORS

- (a) Coaches shall be equipped with two (2) mirrors, one (1) mounted on the roadside front corner post and one (1) mounted on the curbside front corner post. Roadside mirror just above lower edge of driver's roadside window. Curbside mirror is not to extend further than a ten inch (10") radius from the corner of coach.

- (b) Remote adjustable heated mirrors shall be mounted on the curbside and roadside front corner posts. The controls shall be located to the roadside of the driver and provide for a full range of adjustment of the mirror. The glass shall be easily replaceable and be secured with Velcro. The mirror section shall be divided with 1/3 convex and 2/3 flat glass.
- (c) All arms, housings, and hardware utilized for the exterior mirrors shall be stainless steel.
- (d) Mirrors shall be mounted on fold-away arms, designed to retract and return to driving position when impacted by an object such as a tree or sign.

#### **4.28 SUNSCREENS**

Two (2) roller-type sunscreens shall be provided with one at the roadside windshield and one at the driver's side window. Guide rods shall be located at each end of the sunscreens to allow for infinite positioning. Sunscreen construction and materials shall be strong enough to resist breakage during adjustments.

The sunscreens shall be shaped to minimize light leakage between the sunscreens and windshield pillars. Sunscreens shall store out of the way and shall not obstruct air flow from the climate control system or foul other equipments, such as the radio hand set or the destination control. Deployment of sunscreens shall not restrict use of the rear view mirrors. When deployed, sunscreens shall be effective in the driver's field of view at angles more than five (5°) above the horizon.

#### **4.29 PAINTING AND DECALS**

Color charts will be furnished for County approval, up to three (3) colors exterior, including County logo. Vendor will be required to apply County approved color scheme and logo (3 locations) to each coach.

#### **4.30 TOWING EYES**

Two (2) front towing eyes are provided, accessed through panel above front bumper.

## **5.0 HEATING AND VENTILATION**

### **5.1. HEATING SYSTEM**

- 5.1.1 Heating system capacity is 90,000 BTU/HR.
- 5.1.2 The heating system delivers air through overhead ducts into interior of coach by means of electric motor-driven blowers. Ducts direct air over the surface of the coach side windows. There are no objectionable drafts on passengers or driver.
- 5.1.3 A separate 47,000 BTU/HR hot water heater with blower is installed to provide ample heat and air for the driver's compartment and windshield. Operator's heater and blower has individual controls to permit their use at any season of the year for windshield defrosting. These controls are within easy reach of operator. Long life motors are provided.
- 5.1.4 All heater water lines and heater cores are of heavy duty copper except where shock absorbing or flex lines are required. All core assembly joints are soldered. Heater control valves are readily accessible and the heating system circulating pump is located in the engine compartment.
- 5.1.5 Heater and Blower Motors - All blowers required for the heating and ventilating systems are balanced statically and dynamically. All motors required for these blowers are heavy duty type. Brushes are replaceable without disassembly motor.
- 5.1.6 Water Pump - The heater circulating water pump has minimum capacity of fifteen (15) gallons per minute.

## 6.1 WHEELCHAIR RAMP

- The front entrance door is equipped with an electronically controlled, hydraulically actuated rotating ramp. This ramp meets ADA requirements and is provided with flashing amber light as well as an audible alarm when it is in operation. Power pack provides power to the ramp independently so that vehicle engine or power steering fluid is not required to operate the ramp. Manual override provided by ¼ turn valve activation for manual stowage or deployment of ramp. A pull strap is provided for manual stowage or deployment of ramp. Rocker control switches are provided in the front dash area for ramp activation.
- A curbside skid plate is provided as standard to protect the ramp mechanism
- Platform size - 32" wide x 44" long
- Stow or deploy time - 10 seconds

## 6.2 AIR CONDITIONING

- 6.2.1 A complete air conditioning system of normal ten (10) ton capacity is provided. Distribution of cooled air is through common ducting described under heating system.
- 6.2.2 The compressor should be Thermoking model X430 or approved equal. It is a type and design that will provide trouble-free service. The compressor is driven by v-belts directly.

## 6.3 ADVERTISING SIGN FRAMES

Advertising provision shall not cause pedestrian hazards or foul automatic coach washing equipment and shall not cover or interfere with doors, air passages, vehicle fittings or in any other manner restrict the operation of serviceability of the coach. The spacers shall be of a rigid type and shall not deform under a load or during installation. Sign frame shall be installed so as to eliminate the possibility of providing a handhold which could be used for hitch riding on coach. Top and bottom section shall be interchangeable, and the right and left side section shall be interchangeable. "Yarder Manufacturing Company" exterior advertising card frames are to be furnished and installed as follows with 1/2" mounting spacers:

One "King Size" front load advertising sign frame, with spaces, to accommodate a 30" x 144" advertising copy, shall be furnished and mounted on the streetside of the coach, between the belt rail and rubrail and centered between the front and rear wheel housings. The spacers shall be of a rigid type and shall not deform under a load or during installation.

One front load advertising sign frame, with spaces, to accommodate a 30" x 96" advertising copy, shall be furnished and mounted on the curbside of the coach, between the belt rail and rubrail and centered between the front door and rear door.

The Contractor shall provide on the engine compartment rear door, one bottom load advertising sign frame with proper spacers to accommodate a 21" x 72" advertising copy.

## 6.4 AM/FM RADIO

An AM/FM (PA) radio shall be provided with a minimum of four speakers spaced proportionally throughout the interior of the coach. Radio system to include Public Address (PA) system to meet ADA requirements.

**6.5 FAREBOX**

A Diamond Model RV (Large Type) shall be provided with two locking vaults and three (3) sets of keys.

**6.6 BUS SCHEDULES/BROCHURE HOLDER**

A bus schedule/brochure holder shall be provided and mounted on passenger side of drivers partition. Schedule brochure holder to meet County requirements.

**6.7 BICYCLE RACKS**

A Sportswork bicycle rack capable of holding 3 bicycles, shall be provided and mounted on the front of each coach.

**6.8 NUMBERING, LOGO AND LETTERING**

A total of four (4), two digit, 5 inch block bus numbers in two colors will be required. Contractor will be required to provide and install County logo (three colors) at four (4) locations on each coach. A two color 5 inch stripe on the sides and front of the bus are also required. Colors will be shown to successful bidder.

**6.9. INTERIOR/EXTERIOR DECALS**

**6.9.1 Interior Decals**

Interior decals to be required shall include:

- (1) Front Stepwell
  - "Watch Your Step"** (red letters/white background)
- (2) Front Vestibule Area
  - "Fire Extinguisher"** (red letters/white background)
  - "First Aid Kit"** (red letters/white background)
  - "No Smoking"** (red international symbol/white background)
  - "No Standing in Front Of Yellow Line"** (black letters/white background)
- (3) Driver Barrier Facing Passengers
  - "Please Use Rear Door When Leaving Bus"**  
(black letters/white background)
  - "Please Use Hand Holds When Walking Or Standing In Aisle"**  
(black letters/white background)
  - "No Drinking Of Beverages Or Eating Of Food Permitted On The Buses"**  
(black letters/white background)

- (4) Rear Exit Door Area
  - "Watch Your Step"** (red letters/white background)
  - "No Smoking"** (red international symbol/white background)
  - "Wait For Light - Then Push Door Handle To Open"**  
(black letters/white background)
  - "Hold On To Door Handle Until Clear Of Step"**  
(black letters/white background)
- (5) Rear Passenger Compartment Bulkhead
  - "No Smoking"** (red international symbol/white background)
- (6) All emergency and safety related warnings

#### 6.9.2 Exterior Doors

- (1) Battery Compartment Door
  - "Battery Compartment Electrical Disconnect"**
- (2) Front Entrance Door

International accessibility symbol

Two (2) required:  
One (1) each fore & aft passenger door  
(dark blue letters/white background)

**"Please Have Your Exact Fare Ready When Boarding"**  
(white letters/red background)

#### 6.10 INTERIOR AD SIGN HOLDERS

Interior ad sign holders shall be provided and accommodate a standard bus ad card on both sides of the passenger compartment above the top window line.

## SECTION 7: QUALITY ASSURANCE PROVISIONS

### 7.1. QUALITY ASSURANCE ORGANIZATION

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

#### 7.1.1 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.

#### 7.1.2 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 coaches.

#### 7.1.3 Quality Assurance Organization Functions

The quality assurance organization shall include the following minimum functions.

#### 7.1.4 Work Instructions

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

#### 7.1.5 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 Merced County. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and tests are completed.

#### 7.1.6 Corrective Actions

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

### 7.2. STANDARDS AND FACILITIES

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

#### 7.2.1 Configuration Control

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

#### 7.2.2 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 coaches 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.

#### 7.2.3 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.

#### 7.2.4 Equipment Use by Merced Transportation Manager

The Contractor's gauges and other measuring and testing devices shall be made available for use by Merced County Transportation Manager to verify that the coaches 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.

### 7.3. CONTROL OF PURCHASES

The Contractor shall maintain quality control of purchases.

#### 7.3.1 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 non-conforming materials.

#### 7.3.2 Purchasing Data

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

### 7.4. 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.

#### 7.4.1 Completed Items

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

#### 7.4.2 Non-Conforming Materials

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

#### 7.4.3 Inspection Status

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

### 7.5. INSPECTION SYSTEM

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

#### 7.5.1 Inspection Stations

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

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

#### 7.5.2 Inspection Personnel

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

#### 7.5.3 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 coach. Articles that become obsolete as a result of engineering changes or other action shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Contractor or Merced County during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or coach from start of assembly through final inspection. Action shall be taken to correct discrepancies or deficiencies in the manufacturing process, procedures or other conditions that cause articles to be non-conforming with the requirements of the Contract specifications. The inspection personnel shall verify the corrective action and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-conforming materials, Merced County shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

#### 7.5.4 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 Merced County.

### 7.6. ACCEPTANCE TESTS

#### 7.6.1 Responsibility

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

#### 7.6.2 Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its plant on each coach following completion of manufacture and before delivery to Merced County. These pre-delivery tests shall include visual and measured inspections, as well as testing the total coach 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 coaches have attained the desired quality and have met the requirements in Section 2: 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 they may be witnessed by Merced County staff, who may accept or reject the results of the tests. The results of pre-delivery tests and any other tests shall be filed with the assembly inspection records for each coach. The under-floor equipment shall be made available for inspection by Merced County staff, using a pit or coach hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect coach roofs. Delivery of each coach shall require written authorization of the Merced County staff. Authorization forms for the release of each coach for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each coach.

- (1) Inspection - Visual and Measured: Visual and measured inspection shall be conducted with the coach 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 coach in a static condition do function as designed.

- (2) **Total Coach Operation** - Total coach operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the coach as a system and to verify the functional operation of the subsystem that can be operated only while the coach is in motion.

Each coach shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The coach shall be re-tested when defects are corrected and adjustments are no longer detected. Results shall be pass/fail for these coach operation tests.

### 7.6.3 Post-Delivery Tests

Merced County may conduct acceptance tests on each delivered coach. These tests shall be completed within fifteen (15) days after coach 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 coach release and deliver to Merced County. The post-delivery tests shall include visual inspection and coach operations.

Coaches that fail to pass the post-delivery tests are subject to non-acceptance. Merced County shall record details of all defects on the appropriate test forms and shall notify the Contractor of non-acceptance of each coach.

- (1) **Visual Inspection:** The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the coach in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each coach.
- (2) **Coach Operation** - The road tests for total coach operation are similar to those conducted at the Contractor's plant. Operational deficiencies of each coach shall be identified and recorded.

## SECTION 8: WARRANTY PROVISIONS

### 8.1. BASIC PROVISIONS

#### 8.1.1 Warranty Requirements

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to Merced County each completed coach and specified subsystems and components as follows:

- (1) Complete Coach - The coach is warranted and guaranteed to be free from defects and related defects for one (1) year or 50,000 miles, whichever comes first, beginning on the date of acceptance of each coach. During this warranty period, the coach shall maintain its structural and functional integrity. The warranty is based on regular operation of the coach under the operating conditions prevailing in the Merced County transit operating area. Coaches will be assumed to have zero (0) mileage upon deliver - any accumulated during delivery will be disregarded.
- (2) Subsystem And Components - Specific subsystems and components are warranted and guaranteed to be free from defects for the times and/or mileages given in the table below.

#### SUBSYSTEM AND COMPONENTS WARRANTY (Whichever Comes First)

<u>Item</u>	<u>Years</u>	<u>Mileage</u>
Engine	2	200,000
Transmission	2	100,000
Drive Axle	2	100,000
Brake System (excluding Friction Material)	2	50,000
Air Conditioning System	2	Unlimited
Basic Body Structure	2	150,000
Structural Integrity-Corrosion	7	350,000

#### 8.1.2 Voiding of Warranty

The warranty shall not apply to any part or component of the coach that has been subject to misuse, negligence, accident or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Contractor's maintenance and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if Merced County fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manual.

#### 8.1.3 Exceptions to Warranty

The warranty shall not apply to scheduled maintenance items and items such as tires and tubes, nor to items furnished by Merced County such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

#### 8.1.4 Detection of Defects

If Merced County detects a defect within the warranty periods defined in Section 8.1.1., it shall promptly notify the Contractor's representative. Within five (5) working days after receipt of notification, the Contractor's representative shall either agree that the defect is in fact covered by warranty or reserve judgement until the subsystem or component is inspected by the Contractor's representative or is removed and examined at Merced County's property to at the Contractor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between Merced County and the Contractor. Work necessary to effect the repairs defined in Section 8.2.2 shall commence within ten (10) working days after receipt of notification by the Contractor.

#### 8.1.5 Scope of Warranty Repairs

When warranty repairs are required, Merced County and the Contractor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, Merced County reserves the right to commence the repairs in accordance with Section 8.2.3.

#### 8.1.6 Fleet Defects

A fleet defect is defined as the failure of identical parts from identical causes, covered by the warranty and occurring in the warranty period in a proportion of the coaches delivered under this Contract. This proportion shall be set at twenty five percent (25%).

- (1) **Scope of Warranty Provisions:** The Contractor shall correct a fleet defect under the warranty provisions defined in Section 8.2: Warranty Provision. After correcting the defect, the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other coaches purchased under this Contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the coaches.

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

- (2) **Voiding of Warranty Provision:** The fleet defect provisions shall not apply to coach defects caused by non-compliance with the Contractor's recommended normal maintenance practices and procedures.
- (3) **Exceptions to Warranty Provisions:** Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim and painting.

### 8.2. REPAIR PROCEDURES

- 8.2.1 Merced County may require the Contractor or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. The work may be done by Merced County personnel with reimbursement by the Contractor.

### 8.2.2 Repairs by Contractor

If Merced County requires the Contractor to perform warranty-covered repairs, the Contractor's representative must begin within ten (10) working days after receiving notification of a defect from Merced County which shall make the coach available to complete repairs timely with the Contractor repair schedule.

The Contractor shall provide, at its own expense, all spare parts, tools, insurance and space required to complete repairs. At Merced County option, the Contractor may be required to remove the coach from Merced County's property while repairs are being effected. If the coach is removed from Merced County's property, repair procedures must be diligently pursued by the Contractor's representative.

### 8.2.3 Repairs by Merced County

- (1) **Parts used:** If Merced County performs the warranty-covered repairs, it shall correct or repair that defect and any related defects using Contractor specified spare parts available from its own stock or those supplied by the Contractor specifically for the repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by its warranty shall be submitted by Merced County to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these repairs.
- (2) **Contractor Supplied Parts:** Merced County may request the Contractor supply new parts for the warranty-covered repairs being performed by Merced County. These parts shall be shipped per-paid to Merced County from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts. Merced County shall have the right to insist that parts are shipped on a more expeditious basis when needed for emergencies and Contractor shall make every effort to comply.
- (3) **Defective Components Return:** The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be returned in accordance with Contractor's instructions.
- (4) **Reimbursement For Labor:** Merced County shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man hours actually required to correct the defect by the current per hour, Unit Overhaul Mechanical straight wage rate (\$14.56), plus fringe benefits computed at forty nine percent (49%) of mechanic's base rate.
- (5) **Reimbursement For Parts:** Merced County shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and twenty five percent (25%) special handling costs. Material credits may not be used in lieu of cash to satisfy warranty claims.

### 8.2.4 Warranty After Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt, or replaced by the Contractor or by Merced County's personnel with the concurrence of the Contractor, the subsystem shall have the unexpired warranty period of the original subsystem, except as applied to Fleet Defects.

**9.0 TWO-WAY MOBILE RADIO**

Each bus shall come equipped with a Motorola-Maxtrac two-way radio - 800 MHZ Band. Successful bidder will be provided with frequency.

**10.0 PASSENGER COUNTER**

Each bus will contain a nine bank (3 x 3) passenger counter from "Denominator" approved by COUNTY.

**11.0 LOW FLOOR BUS BID**

Bidders are encouraged to bid their best low floor, bus that most comprehensively adhere to the specifications herein. Low floor bus bids shall be considered as viable bids if:

- (a) Their life expectancy is a minimum of 500,000 miles or 15 years; whichever comes first,
- (b) The bus is ALTOONTA FTA TESTED AND CERTIFIED,

**12.0 PRE-DELIVERY 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 Section 3: Quality Assurance Provisions; and they may be witnessed by the Merced County Transportation Manager. When the coach passes these tests and inspections, the Merced County Transportation Manager shall authorize release of the coach.

**13.0 ACCEPTANCE OF COACH**

Within fifteen (15) calendar days after arrival at the designated point of delivery, the coach shall undergo Merced County tests defined in Section 3: Quality Assurance Provision. If the coach passes these tests, acceptance of the coach by Merced County occurs on the fifteenth (15th) day after delivery. Acceptance may occur earlier if Merced County notifies the Contractor of early acceptance or places the coach in revenue service. If the coach fails these tests, it shall not be accepted until the repair procedures defined in Section 4: Warranty Provisions, have been carried out and the coach re-tested until it passes.

**14.0 MOTOR VEHICLE SAFETY STANDARDS**

The Contractor will assure that the motor vehicles purchased under this Contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR, Parts 390 and 571.

**15.0 MOTOR VEHICLE EMISSION REQUIREMENTS**

Merced County must obtain from the Contractor a certification in writing that:

- 15.0.1 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.
- 15.0.2 All gases and vapors emanating from the crankcase of the spark-ignition engine are controlled to minimize their escape into the atmosphere.
- 15.0.3 Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- 15.0.4 When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

#### **16.0 INSTRUCTORS**

The Contractor shall provide, at its own expense, a qualified field service technician who shall be available at Merced County's property for ten (10) days within thirty (30) days after delivery of their first coach. This service technician shall conduct schools and advise Merced County's personnel on the proper operation and maintenance of the equipment. Visual and other teaching aids for use by Merced County's own training staff will also be provided. The service technician will assist Merced County in the solution of engineering or design problems within the scope of the specifications that may arise during that period.

#### **17.0 DOCUMENTS**

The Contractor shall provide five (5) current maintenance manuals, five (5) current parts manuals and twenty (20) standard operator's manuals as part of this Contract. The Contractor shall keep maintenance manuals available for a period of three (3) years after the date of acceptance of the coaches procured under this Contract. The Contractor shall also keep parts books up to date for a period of fifteen (15) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the coaches covered by this procurement. All of these manuals shall be provided to Merced County at the time of delivery of the first coach.

#### **18.0 SPARE PARTS**

The Contractor shall guarantee the availability of replacement parts for these coaches for at least a fifteen (15) 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 provision of this Contract.

#### **19.0 BUS TESTING**

The Contractor shall comply with the bus testing requirements as set forth in Section 12(h) of the UMT Act of 1964, as amended, 49 USC app. 1608(h) and any implementing regulations issued thereunder.

## **20.0 PRE-AWARD AND POST DELIVERY AUDIT**

The Contractor shall comply with any regulations issued to implement Section 12(j) of the UMT Act of 1964, as amended, 49 USC app. 1608(j). For Cause.

Whenever, in the opinion of the COUNTY, the said service is not satisfactory, the Vendor shall be advised, in writing, of the reasons. If the Vendor fails to correct the unsatisfactory conditions related to COUNTY'S requirements within forty-eight (48) hours, the Director, General Services may declare this bid terminated and contract with another supplier. It shall be further understood and agreed that the bid may otherwise be terminated by the COUNTY upon thirty (30) days written notice.

Notwithstanding any provision to the contrary herein, COUNTY shall have no obligation to give more than two (2) notices of unsatisfactory performance in any contract period. In the event two (2) such notices of unsatisfactory performance are given in any contract period, and in the event that Vendor shall fail to satisfactory perform services pursuant to this bid, COUNTY may thereupon terminate this contract immediately.

## **21.0 FIRE SUPPRESSION/CNG WARNING SYSTEMS**

- The Amerex V25 suppression system shall be provided to protect the engine compartment from fire. When a fire is detected from one of the 3 sensors placed in the engine compartment, the area will be flooded with an ABC dry chemical powder designed to suppress fire. Additionally, the sensors trigger an audible warning that will be heard in the driver's compartment and the flow of natural gas to the engine will be terminated.
- The dry chemical powder is stored in a pressurized container. The valve opening time to discharge the dry chemical powder from the pressurized storage bottles is no more than 100 milliseconds for a 25-pound charge.
- System is interlocked with HVAC blowers so that blowers shut off if the system is activated.
- Amerex AMGADS methane detection system shall also be provided. Four sensor heads (1 in engine compartment, 1 in fuel fill compartment, and 2 in roof capes) detect methane levels and provide audible and visual warnings of trace or significant methane leaks.

**EXHIBIT B**

**FEDERAL TRANSIT ADMINISTRATION  
REQUIRED CERTIFICATIONS**

1. ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bidding Documents:

ADDENDUM NO. 1 DATED March 4, 2004

ADDENDUM NO. 2 DATED March 16, 2004

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledge receipt of each addendum must be clearly established and included with the bid.

ORION BUS INDUSTRIES INC.

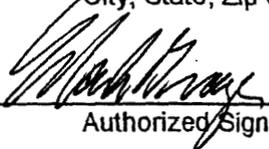
Name of Bidder

165 BASE ROAD,

Address

ORISKANY, NEW YORK, 13424

City, State, Zip Code



Authorized Signature

APRIL 5, 2004

Date



DEPARTMENT OF GENERAL SERVICES

Chris Tafoya  
Director

2222 "M" Street  
Merced, CA 95340  
(209) 385-7690  
(209) 725-3535 Fax  
www.co.merced.ca.us

Equal Opportunity Employer

March 4, 2004

TO: ALL PROSPECTIVE BIDDERS  
FROM: LEON TEAGUE, DEPUTY DIRECTOR   
GENERAL SERVICES-PURCHASING  
SUBJECT: BUS REPLACEMENT PROJECT INDEFINITE QUANTITY/INDEFINITE DELIVERY

AMENDMENT NO. 1

RFP NO. 5890, issued on January 8, 2004, has the following changes:

1. SECTION: Cover Page, Page 1, Subsection: Closing Date: Amend the following:

DELETE: CLOSING DATE: 4:00 P.M., ON MARCH 11, 2004  
INSERT: CLOSING DATE: 4:00 P.M., ON APRIL 8, 2004

2. SECTION 1, Page 7, Subsection 1.5.5 & 1.5.6 Amend The following:

DELETE: MARCH 11, 2004  
INSERT: APRIL 8, 2004

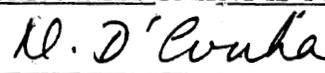
3. SECTION 3, Page 11, Subsection 3.1. Amend The following:

DELETE: MARCH 11, 2004  
INSERT: APRIL 8, 2004

ACKNOWLEDGMENT

THIS IS TO ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 1 TO RFP. NO. 5890 BY THE UNDERSIGNED REPRESENTATIVE.

THIS ACKNOWLEDGMENT IS TO BE RETURNED WITH THE ORIGINAL SEALED PROPOSAL.

  
\_\_\_\_\_  
REPRESENTATIVE

April 2, 2004  
\_\_\_\_\_  
DATE



DEPARTMENT OF GENERAL SERVICES

Chris Tafoya  
Director

2222 "M" Street  
Merced, CA 95340  
(209) 385-7690  
(209) 725-3535 Fax  
[www.co.merced.ca.us](http://www.co.merced.ca.us)

Equal Opportunity Employer

March 16 2004

TO: ALL PROSPECTIVE BIDDERS

FROM: LEON TEAGUE, DEPUTY DIRECTOR *LT*  
GENERAL SERVICES-PURCHASING

SUBJECT: AMENDMENT #2-RFP #5890 BUS REPLACEMENT PROJECT INDEFINITE  
QUANTITY/INDEFINITE DELIVERY

AMENDMENT NO. 2

RFP NO. 5890, issued on January 8, 2004, has the following changes:

1. SECTION: 22.0, Added: 22.0 Bumpers is included in "Questions, Requests for Approved Equals, and Clarifications of Specifications and Additions to the Specifications" as Item No. 22, attached hereto
2. SECTION: 23.0, Added: 23.0 Silent Witness Video Surveillance System is included in "Questions, Requests for Approved Equals, and Clarifications of Specifications and Additions to the Specifications" as Item No. 23, attached hereto
3. SECTION: SIGNATURE PAGE- Remove Signature Page and Replace with Signature Page included in "Questions, Requests for Approved Equals, and Clarifications of Specifications and Additions to the Specifications"
4. ADDED: Section 2, Scope of Work is amended to include: Questions, Requests for Approved Equals, and Clarifications of Specifications and Additions to the Specifications, Part I and Part II, attached hereto.

ACKNOWLEDGMENT

THIS IS TO ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 2 TO RFP. NO. 5890 BY THE UNDERSIGNED REPRESENTATIVE.

THIS ACKNOWLEDGMENT IS TO BE RETURNED WITH THE ORIGINAL SEALED PROPOSAL.

*M. D' Cunha*  
\_\_\_\_\_  
REPRESENTATIVE

April 2, 2004  
\_\_\_\_\_  
DATE

2. STATEMENT OF ELIGIBILITY

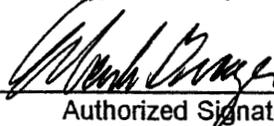
The ORION BUS INDUSTRIES INC. Hereby certifies that he/she is (is not) included on the U.S.  
(Name of Bidder) (Circle one)

Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating Labor Standards Provisions.

ORION BUS INDUSTRIES INC.  
Name of Bidder

165 BASE ROAD  
Address

ORISKANY, NEWYORK, 13424  
City, State, Zip Code

  
Authorized Signature

APRIL 5, 2004  
Date

**3. BUY AMERICA CERTIFICATE  
CERTIFICATE OF COMPLIANCE  
WITH SECTION 165(b)(3)**

The bidder hereby certifies that it will comply with the requirements of Section 165 (b)(3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

APRIL 5, 2004

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

VICE PRESIDENT SALES & MARKETING

\_\_\_\_\_  
Title

**CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3)**

The bidder hereby certifies that it cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

NOT APPLICABLE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

4. AFFIDAVIT OF NON-COLLUSION

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

- 1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation).
- 2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the Invitation For Bid, designed to limit independent bidding or competition.
- 3. That the contents of the bid have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and,
- 4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

ORION BUS INDUSTRIES INC.  
 Name of Bidder  

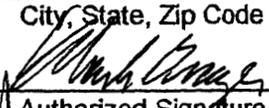

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165 BASE ROAD  
 Address  


---

ORISKANY, NEW YORK, 13424  
 City, State, Zip Code  


---

  
 Authorized Signature  


---

April 5., 2004  
 Date  


---

Subscribed and sworn to before me this 5th Day of April, ~~19~~ 2004

NOTARY PUBLIC: (Christopher L. Crassweller)

My Commission Expires: N/A



5. DISADVANTAGED BUSINESS ENTERPRISE  
TVM CERTIFICATION

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirement of 49 CFR, Section 23.67 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

The bidder, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above referenced requirement of 40 CFR, Section 23.67.

ORION BUS INDUSTRIES INC.

Name of Firm

165 BASE ROAD

Address

ORISKANY, NEW YORK, 13424

City, State, Zip Code

(905) 403 - 7286

Telephone

MARK V. BRAGER

Person Authorized to Sign (Please Print)



Authorized Signature

APRIL 5, 2004

Date

6. MOTOR VEHICLE POLLUTION CERTIFICATION

The ORION BUS INDUSTRIES hereby certifies that he/she/it is in compliance with Section  
(Name of Bidder) (Circle One)  
508 of the Clean Water Act and Section 306 of the Clean Air Act, and that:

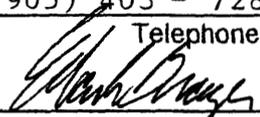
1. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power and equipment.  
All gases and vapors emanating from the crankcase of the spark ignition engine are controlled to minimize their escape into the atmosphere.
3. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
4. When the vehicle has been idled for three (3) 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 (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

ORION BUS INDUSTRIES INC.  
Name of Firm

165 BASE ROAD  
Address

ORISKANY, NEW YORK, 13424  
City, State, Zip Code

(905) 403 - 7286  
Telephone

  
Authorized Signature

APRIL 5, 2004  
Date

7. SAFETY CERTIFICATION

The ORION BUS INDUSTRIES hereby certifies that the coaches offered in bid comply  
(Name of Bidder)  
with the Motor Vehicle Safety Standard as established by the U.S. Department of Transportation and with requirements of the laws of the State of California, as are in effect at the time of delivery of the buses, as to lighting equipment and all warning, operating and safety devices.

ORION BUS INDUSTRIES INC.

Name of Firm

165 BASE ROAD

Address

ORISKANY, NEW YORK, 13424

City, State, Zip Code

(905) 403 - 7286

Telephone



Authorized Signature

APRIL 5, 2004

Date

**8. MANUFACTURER'S CERTIFICATION**

The ORION BUS INDUSTRIES hereby certifies that the coaches offered have been  
(Name of Bidder)  
designed, manufactured, assembled, tested and found suitable for the intended purpose as specified in  
the bus documents.

ORION BUS INDUSTRIES INC.

Name of Firm

165 BASE ROAD

Address

ORISKANY, NEW YORK, 13424

City, State, Zip Code

(905) 403 - 7286

Telephone



Authorized Signature

APRIL 5, 2004

Date

**9. SERVICE AND PARTS DATA**

The bidder shall state below the representatives responsible for assisting Merced County as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the coaches to be furnished. The bidder shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

Location of nearest Technical Services Representative to Merced County:

PHILLIP KOBZIFF - Technical Service Rep.  
Name of Firm

271 Dover Drive, San Bernardino, CA  
Address

(909) 534-1463  
Telephone

Location of nearest parts Distribution Center to Merced County:

ORION PARTS DISTRIBUTION CENTRE  
Name of Firm

515 11TH ST. SE, CANTON, OH, 44707  
Address

(800) -786-8099  
Telephone

Policy for delivery of parts and components to be purchased for service and maintenance:

LTL GROUND  
Regular Method of Shipment

NONE  
Cost to Procuring Agency

**10. CERTIFICATION FOR THE BUS TESTING PROGRAM**

In accordance with the requirements of 49 CFR, Part 665, Bus Testing and the regulations promulgated in the Federal Registers dated August 23, 1989, and October 9, 1990, the ORION BUS INDUSTRIES INC. Certifies that:

(Legal name of applicant)

1. At the time of bid opening, the following two (2) conditions have been met for any new bus model which has not been used in mass transportation service in the United States before October 1, 1989, or has been used in such service but is being produced with a change of a major component or significant structural modification.
  - a) The model of bus has been tested at the bus testing facility, and
  - b) A copy of the Test Report has been prepared by the testing facility and is included with the bid.



\_\_\_\_\_  
Authorized Signature

VICE PRESIDENT SALES & MARKETING

Title

APRIL 5, 2004

Date

OR

2. The model bus to be furnished to Merced County is not subject to the above-cited bus testing requirements. The basis for certifying to this statement is as follows: (Please Explain)

NOT APPLICABLE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**11. CERTIFICATION OF PRIMARY CONTRACTOR REGARDS  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its  
(Name of Bidder)  
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 (3) year period preceding this proposal been convicted of or had a civil judgement 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicated 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 (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. (PLEASE SEE ATTACHED EXPLANATION)

If the above named primary contractor is unable to certify to any of the statements in this certification, the primary contractor shall attach an explanation to this certification.

The primary contractor, \_\_\_\_\_ certifies or affirms the truthfulness  
(Name of Bidder)  
and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et seq. Are applicable thereto.

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

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

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

\_\_\_\_\_  
Date

## CONTRACT TERMINATIONS

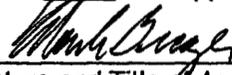
- 1) The transit authority indicated a concern that the Orion II para-transit bus did not meet a specification requirement. Orion confirmed that the bus met the requirement. However, the transit authority proceeded with a termination for convenience.
- 2) After execution of a contract for the sale of five hybrid-electric buses, the engine manufacturer indicated that it would not provide the engine without completion of additional testing. Orion was not advised of this requirement by the engine manufacturer at the time the bid was submitted. Orion immediately advised the transit authority of the engine manufacturer's position. The issue was eventually resolved, and the engine manufacturer has indicated that it will supply the engine for this application. However, the transit authority terminated a contract prior to Orion receiving confirmation that the engine would be provided.

**12. CERTIFICATION OF LOWER TIER PARTICIPANTS (SUBCONTRACTORS)  
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

The lower Tier Participant (Subcontractor to the Primary Contractor), ORION BUS INDUSTRIES INC., certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower Tier Participant (Subcontractor), ORION BUS INDUSTRIES INC., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Sections 3801 et seq. are applicable thereto.

  
\_\_\_\_\_  
Signature and Title of Authorized Official  
VICE PRESIDENT SALES & MARKETING

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

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

APRIL 5, 2004

Date

NOTICE TO BIDDER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.

13. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, MARK V. BRAGER - VICE PRESIDENT SALES & MARKETING hereby certify on behalf  
(Name) (Title)  
of ORIONBUS INDUSTRIES INC. that:  
(Firm)

- (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 of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 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.

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 than \$10,000 and not more than \$100,000 for each such failure

APRIL 5, 2004  MARK V. BRAGER  
Date Name  
VICE PRESIDENT SALES & MARKETING  
Title  
ORION BUS INDUSTRIES INC.  
Firm

14. BUS DESCRIPTION

A. Bus Manufacturer ORION BUS INDUSTRIES

B. Bus Model Number 35' ORION VII TRANSIT

C. Dimensions

1. Overall length

a. Over bumpers 35 ft 8.5 in

b. Over body 35 ft 1 in

2. Overall width

a. Over body excluding mirrors 101.8 in

b. Over body including mirrors 120.0 in

3. Overall height

a. Over Front 135 in (Tank enclosure)

b. Over Rear 135 in (Tank enclosure)

4. Angle of Approach 9 Deg

5. Breakover Angle 11 Deg

6. Angle of Departure 9 Deg

7. Doorway clear opening (including grab handles)

a. Front Width 34.4 in height 88.5 in

b. Rear Width 34.4 in height 85.5 in

8. Step Height from Ground, Step Riser Heights and Step Depth  
(Step height and depth to be measure at center of step)

Bus Floor Level

N/A

N/A

N/A

N/A

N/A

14.5 (Front)

Ground Level a

9. Interior head room (center of aisle)
- a. Front axle location 98.0 in
- b. Drive axle location 78.0 in
10. Floor Height Above Ground (At each door)
- a. Front Door 14.5 in.
- b. Rear Door 15.5 in.
11. Minimum ground clearing
- a. Excluding all axles 13 in
- b. Including Axles 6.0 in
12. Horizontal Turning Envelope
- a. Outside Body Turning Radius  
(Including bumper) 35 Ft. 3 In.
- b. Inside Turning Radius 15 Ft 4 In.
13. Wheel base      F 226 in
14. Overhang (Centerline of axle over bumper)
- a. Front N/A ft 86.5 in
- b. Rear N/A ft 117.5 in
15. Seats
- a. Total Number Of Seats 34
- b. Minimum Knee-To-Hip Room 26 In
- c. Minimum Aisle Width 22 In
- a) Manufacture and Model No.
- 1) Passenger American Seating 6468
- 2) Operator Recaro Ergo Metro

D. Weight of Bus	<u>Full Complement of fuel, oil, water</u>	<u>At GWVR</u>
1. On front axle	<u>9,300</u> lbs.	<u>14,780</u> lbs.
2. On rear axle	<u>20,500</u> lbs.	<u>27,760</u> lbs.
3. Total	<u>29,800</u> lbs.	<u>42,540</u> lbs.

E. Engine

1. Manufacturer Cummins  
2. Type CNG  
3. Model number C8.3  
4. No. of cylinders 6  
5. Net SAE horsepower 280 HP at 2400 RPM  
6. Net SAE torque 850 ft lb. at 1400 RPM  
7. Weight, dry 1330 lbs.  
8. Crankcase oil capacity  
    a. New engine, dry 6.3 Gal  
    b. New engine, wet 6 Gal  
9. Turbo chargers, make & type Holset HX-40  
10. Maximum speed, no load 2625 RPM  
11. Maximum speed, full load 2400 RPM  
12. Speed at idle 700 RPM  
13. Speed at fast idle 1000 RPM  
14. Exhaust Pipe Discharge Location Roadside / rear of the bus

F. Transmission

1. Manufacturer Allison  
2. Type Automatic  
3. Model number B400R  
4. Speeds 4  
5. Gear ratios: Forward 1 3.49:1 Reverse 5.03:1  
6. Shift speeds Please Refer to SCAAN found in Section D Tab 2  
    a. 1st - 2nd MPH  
    b. 2nd - 3rd MPH  
    c. 3rd - 4th MPH  
    d. 4th - 5th MPH  
7. Oil capacity (including heat exchanger) 26 qts

G. Alternator

1. Manufacturer Delco Remy
2. Type Oil Cooled
3. Model 50 DN
4. Output amps at idle 175 Amps
5. Output amps at maximum speed 270 Amps
6. Speed at idle 1687 rpm
7. Drive type Belt

H. Starter Motor

1. Manufacturer Delco Remy
2. Type Electric 24 Volt
3. Model 42 MT

I. Air Compressor (s)

1. Manufacturer Wabco
2. Type Pisto
3. Capacity, at idle 6.0 cfm
4. Capacity at maximum speed 18.7 cfm
5. Maximum warranted speed 3000 rpm
6. Speed at idle 678-904 rpm
7. Drive type Gear

J. Axle, front

1. Manufacturer Meritor
2. Type Deep Drop Solid Beam
3. Model Number FH 946
4. Gross axle weight rating 16,500 lbs.
5. Wheel Size and Manufacture 22.5x8.25 Alcoa

K. Axle, rear

- 1. Manufacturer Meritor
- 2. Type Single Reduction
- 3. Model Number 71163
- 4. Model Number 71163

L. Drive Axle Ratio

- 1. Axle ratio 4.56
- 2. Final 4.56

M. Steering, power

- 1. Pump
  - a. Manufacturer and model # Sunstrand
  - b. Type Hydraulic
  - c. Relief pressure 1885 psi
- 2. Booster
  - a. Manufacturer and model # Sheppard - M110
  - b. Type Integral
  - c. Ratio 23.0:1
- 3. Power Steering Fluid Capacity 7 Gals
- 4. Effort at Steering Wheel (unloaded, stationary coach on dry asphalt paving) 60-80" lbs.

N. Brakes

- 1. Make of fundamental brake system Meritor
- 2. Brake chambers, vendor's size and part No.
  - a. Front: MGM Type 24
  - b. Rear MGM Type 30/75

3. Slack adjusters vendor's type and part No. Haldex-Automatic

a. Front

1) Right 4190825

2) Left 4190826

b. Rear

1) Right 4190777

2) Left 4190776

4. Brake drums

a. Front

1) Manufacturer Webb

2) Part number 52824-10

3) Diameter 16.5 x 6 in

5. Brake block Manufacturer Front – ABEX, Rear - Carlisle

6. Brake block per Shoe

a. Front Forward ABB 931-1622. Reverse ABB 831-83

b. Rear Forward SOR 6102. Reverse SOR 610

7. Brake block widths

a. Front 6.0 in

b. Rear 8.63 in

8. Brake block lengths

a. Front 7.81 in

b. Rear 7.93 in

9. Brake block thickness 0.85 in

10. Brake block area per wheel

a. Front 378 sq. in

c. Rear 542 sq. in

O. Cooling System

1. Radiator

- a. Manufacturer Modine / Modine
  - b. Type Side by Side/Radiator/CAC
  - c. Model # 1A 17386
  - d. # of tubes 252 / 27
  - e. Fins per inch 12 Fins / 12 Fins
2. Total cooling and heating system capacity 29 gals
3. Radiator fan speed control Modulated type
4. Surge tank, capacity 20 qts
5. Engine thermostat temperature setting 186 ° F (Initial Opening)
6. Overheat alarm temperature sending unit setting 212 ° F

P. Air reservoir Capacity

- 1. Supply Reservoir 460 Cu. In.
- 2. Primary Reservoir 1784 Cu. In.
- 3. Secondary Reservoir 2200 Cu. In.
- 4. Parking Reservoir N/A Cu. In.
- 5. Accessory Reservoir 3100 Cu. In.
- 6. Other Reservoir N/A CU. In.

Q. Heating and Ventilation Equipment

- 1. Heating system capacity 90,000 BTU for A/C
- 2. Ventilating capacity 2400 cfm
- 3. Heater cores
  - a. Manufacturer & model Red Dot x 2 Units
  - b. Numbers of rows 4 each
  - c. Numbers of fins/in 16 Fins
  - d. Number of heater cores 1 each
- 4. Heater blowers

a. Heater motors

- 1) Manufacturer & model Ohio
- 2) Horsepower .75
- 3) Speed(s) 1950

b. Heater blower

- 1) Manufacturer & model Red Dot
- 2) Capacity 550 cfm

5. Controls

- a. Type Thermo King
- b. Manufacturer & model Intelligaire

R. Air Conditioning

- 1. Cooling System Capacity 122,000
- 2. Compressor
  - a. Manufacture Thermoking
  - b. Model Number X430
  - c. Capacity 25-9 Cubic Displacement
- 3. A/C Blower
  - a. Manufacture Ohio
  - b. Model T/K P/W 153G9
  - c. Capacity 2400 cfm

S. Interior Lighting

- 1. Type Fluorescent
- 2. Number of fixtures 10
- 3. Size of fixture 6 @ 6' & 2 @ 5' & 2 @ 4'
- 4. Powerpack
  - a. manufacturer & model Inter Ballast

T. Body Construction

- |                                |                                       |
|--------------------------------|---------------------------------------|
| 1. Wheel Well Material         | 16 Gauge 304 SS with Fiberglass Cover |
| 2. Front Stepwell Material     | N/A                                   |
| 3. Rear Stepwell Material      | N/A                                   |
| 4. Floor Construction Material | Marine Grade with RCA Floor Covering  |

## PART I

### RESPONSE TO RFP NO. 5890 - QUESTIONS, REQUESTS FOR APPROVED EQUALS, AND CLARIFICATIONS OF SPECIFICATIONS AND ADDITIONS TO THE SPECIFICATIONS

#### BLUEBIRD

1. Have there been any addends to the RFP 5890? Would the County accept an alternative proposal for a newly designed, low mass bus?

The vehicle that we would propose is equipped with the following components:

Independent Front Suspension-Meritor  
Four wheel disc brakes – Bendix  
Cummins B+Gas engine  
Allison B300R transmission  
Thirty-one seated passengers with two wheelchair positions  
13,180 SCF CNG storage on-board

There would be other exceptions as well. The bus does not, at this time meet the requirements noted in paragraph 2, page 5 of the technical specifications.

*Response: There will be addenda to RFP 5890. Based on the limited information provided, staff has concluded that Bluebirds low mass bus would not meet the required bus specifications of RFP 5890.*

#### ELDORADO NATIONAL

1. Page 5, Item Scope  
ElDorado National requests that the service life of the bus be changed to 12 years from 15 years. We ask this, as a 12 –year service life requirement is customary in the industry, and there is not a 15-year Altoona test cycle available. Additionally, a 12-year service life is in compliance with FTA Specification Guidelines. Please approve.

*Response: A bus that has a 12 year life cycle certified by FTA Altoona testing is approved. The Altoona test certification must be valid and current.*

2. Page 8, Section 1.6, Item © - Workmanship  
ElDorado National protects the vehicle's steel frame joints with Sherwin Williams solid enamel primer-sealer before applying exterior and interior panels, as EPA does not allow the use of zinc chromate in California. This request shall be deemed to apply to all other items of the specification indicating zinc chromate. Please approve.

*Response: Approved equal.*

3. Page 10, Section 1.11 – General Dimensions  
Seating Capacity  
ElDorado National submits floor plan drawing #99800107 that represents 34 passengers or 27 passengers with (2) wheelchairs. The aisle width is 22” at the seat cushion and 24” at the standee hip point (36”). Please approve.  
  
*Response: 22” Isle width is not approved. 24” at the seat cushion is the minimum width approved.*
  
4. Tire Size  
ElDorado National proposes to offer a low floor transit bus; these buses are designed with 305/70R 22.5 low profile tires to reduce the step height. Please approve.  
  
*Response: 305/70R x 22.5 low profile tires are approved.*
  
5. Page 10 Section 2.2 – Rear Axle  
ElDorado National states that Arvin Meritor has replaced the 61000 series axle. The replacement is the 71000 series for transit applications. Please approve the 71000 series axle.  
  
*Response: The Meritor series 71000 axles are approved.*
  
6. Page 12 Section 2.3.2.(c) – Service Brakes  
ElDorado National requests approval to provide 16.5 x 8.63” wide rear lining. ElDorado National purchases the complete axle assembly, including brake equipment, from Arvin Meritor. The 16.5 x 8.63” wide rear lining is the available from Arvin Meritor on the specified axle. This allows you greater access to competitively priced replacement parts, readily available at most heavy-duty truck parts outlets. Please approve.  
  
*Response: Approved equal.*
  
7. Page 13 Section 2.3.6 – Air Compressor  
ElDorado National requests approval to provide a Wabco 18.7 air compressor with 18.7 CFM that is recommended by Cummins Engine Co. and meets requirements of the vehicle. Please see attached Performance Curve.  
  
*Response: Approved equal.*
  
8. Page 14 Section 2.3.14 – Windshield Wipers  
ElDorado National requests approval to provide (2) heavy-duty electrical wiper motors with a single control as standard components of the vehicle.  
  
*Response: Approved equal.*
  
9. Page 16 Section 2.6 – Wheels & Tires  
2.6.1  
The front and rear axles are Arvin Meritor FH946 and 71000 series. They are hub piloted axles. Arvin Meritor does not offer these axles in stud pilot mount configurations. Please approve.

2.6.2 (a)

EIDorado National proposes to offer a low floor transit bus. These buses are designed with 305/70R 22.5 low profile tires to reduce the step height. Please approve.

*Response: Approved equal.*

10. Page 16 Section 2.8 – Engine

Eldorado National requests approval to provide a Cummins ISC 8.3 Gas Plus Heavy-Heavy Duty Urban Transit Electronic Controlled Engine: 280 HP @ 2400 rpm, 850 lb.-ft. torque @ 1400 rpm. The ISC 8.3 Gas Plus is a 6-cycliner design where the specified Series 50 is a 4-cylinder design. This Cummins engine has full CARB and EPA certification. The engine has been tested at the Altoona Testing Center and meets your performance requirements as specified. You will note in the data sheets provided that the Cummins ISC 8.3L engine provides approximately the same horse power and torque as the Detroit Diesel Series 50 8.5L engine, but the Series 50 weighs over 900 lbs more. Cummins has significantly more experience with compressed natural gas engines with over 1000 placed in transit service since 2001. We have a great deal of confidence and experience with this engine. Please approve.

*Response: The Cummins ISC 8.3 Gas Plus Electronic Controlled engine is approved equal.*

11. Page 16 Section 2.8.3 – Accessory Drive

EIDorado National requests approval of our belt driven alternator, which is the only approved method with the Cummins ISC engine. The engine cannot be damaged by a failed alternator, as can be the case with a direct drive alternator. Please approve.

*Response: Approved equal.*

12. Page 17 Section 2.8.8 – Air Cleaner

EIDorado National requests approval to provide FARR single stage model EC-SE dry type air cleaner with FARR restriction indicator. The air intake louver is located on the curbside of the vehicle and meets the requirements of proposed engine. Please approve.

*Response: Approved equal.*

13. Page 23 Section 3.2 – Electrical Panel

The electrical panel is located in a compartment over the wheel well behind the driver, driver's storage, radio and other communication equipments and safety equipment can be stored as well. The doors are accessible from the aisle. Please approve location.

*Response: Location approved.*

14. Page 26 Section 1.4 – Base Order Price

We respectfully request that pricing line items be added to your pricing forms for 30' and 32' low floor buses as indicated below:

Buses (30' Long x 102" Wide)  
Buses (32' Long x 102" Wide)

Unit Price \_\_\_\_\_  
Unit Price \_\_\_\_\_

Response: This request is not approved. The specifications in RFP 5890 require a 35 ft. bus. Bidders proposing a smaller bus will reduce/lower the overall specification requirements of RFP 5890.

15. Page 30 Section 4.14 – Exterior Panels  
(d & e)

Exterior side panels from bottom of windows to upper roof drip rail are 0.63" thick aluminum. The panels below the windows are sectional and removable. The material for the removable side panels is 0.125" thick aluminum. Please approve.

Response: Approved equal.

16. Page 30 Section 4.15 – Roof Construction

The roof is structurally fabricated using Hi-Strength steel rectangular tubing, plate and formed welded sheet. The roof panel is 0.063" thick aluminum. Please approve.

Response: Approve equal.

17. Page 31 Section 4.4.2 – Closure Doors

Left Hand Door – A left hand door is furnished to access the front side of the radiator and radiator shrouding. The radiator and the transmission oil cooler can be removed from the underside of the vehicle. Please approve.

Response: Approved equal.

18. Page 31 Section 4.12.4 – Floor Covering Ribbed

The entrance area where the ramp is located and the front standee area, is covered with 3/16" ribbed rubber. Please approve the 3/16" covering.

Response: This request is not approved. 5/16" thick covering is required.

ORION

1. **Regulatory Changes:**

Orion requests approval that if a regulatory change becomes effective between the date of bid opening and date of manufacture of the buses, Orion will be provided the appropriate price and delivery schedule adjustment, which adjustments are to be negotiated between the parties. This provision also covers any additional costs that may arise as a result of new emissions requirements scheduled to come into force in 2007.

Response: This request is approved.

2. **Unavoidable Delay:**

Orion requests approval to include a standard term regarding unavoidable delay. The provision requested is based on the APTA guideline. A copy of this clause has been attached.

Response: *This request is not approved. See page 8 SECTION 2 - Scope of Work 2.4 Delivery. This section provides for CONTRACTOR/PROCURING AGENCY negotiation for delivery time extension(s) in the event of manufacturing delays.*

3. **RFP Submittal Checklist of Required Items:**

Orion requests deletion of the performance bond from the list of bid submittal required items. In accordance with Section 5.6, page 28, the Awarded Bidder shall furnish the performance bond(s).

Response: *This request is approved.*

4. **Indemnification:**

Orion requests deletion of the word "solely" on the 4<sup>th</sup> to last line as the Contractor should not be responsible to indemnify another party for that party's own actions.

Response: *This request is denied. This clause is standard Merced County indemnification language.*

5. **Patent Indemnity:**

Orion requests clarification on whether the successful Contractor will be required to furnish a patent bond. This is not normal requirement in bus procurements.

Response: *No patent bond will be required.*

6. **Liquidated Damages:**

Orion requests that liquidated damages be fixed at \$100.00 per bus business day.

Response: *This request is not approved.*

7. **Bond Requirement:**

Orion requests approval that performance bonds be issued for 25% of each order placed. This percentage is the standard for the industry.

Response: *A Performance Bond issued to the County of Merced in the amount of 25% of the total cost of each bus ordered is acceptable.*

8. **Bond Requirement:**

Orion requests confirmation that each performance bond will be in force until delivery and acceptance of the last bus of the purchase order covered by the bond and will not cover or guarantee any contract obligations arising after final acceptance of the last bus of that purchase order and bond. This request is submitted in order to satisfy the Surety's requirement that the contract avoid open-ended bond terms.

Response: *Each Performance Bond will remain in effect until each bus order is accepted and placed into revenue service.*

9. **Terms of Payment:**

As the RFP did not provide terms of payment, Orion requests that payment be made in accordance with the attached progress payment schedule. If the

requested payment schedule is rejected Orion requests that the County advise of an alternative progress payment schedule that will be acceptable.

Response: *Merced County will pay for each bus order as the buses are accepted. Progress payments are not approved.*

**10. Termination for Cause:**

Orion request approval for a period of (10) ten business days to rectify an identified default prior to termination.

Response: *Approved.*

**11. Reports and Information:**

Orion requests deletion of the requirement to provide cost data, with the exception of a single bid or sole source contract. The information requested is proprietary and is not necessary if prices are arrived at in a competitive bid process. Orion will co-operate with the transit authority to ensure that it has sufficient information to demonstrate that all prices have been arrived at through a competitive bid process. This is consistent with FTA guidelines.

Response: *This request is approved only with respect to cost data.*

**12. Ownership of Documents:**

The County requires transfer of ownership of drawings, plans, specifications, and other proprietary material. Orion requests that the County amend this provision to ensure that Orion maintain its copyright on all drawings, plans and specifications produced for the order.

Response: *Section 15 OWNERSHIP OF DOCUMENTS – page 40 – will not apply to this bus procurement.*

**13. Signature Page:**

Orion requests that the words “Total year one price per Bus” be amended to read: “Total base order price per Bus”. There is provision. (Exhibit B, page 24, Prices) to provide pricing increases for orders issued in the first year.

Response: *Approved.*

**14. Workmanship:**

Orion requests approval to delete the requirement that all bolts or rods passing through wood shall be sealed with zinc chromate. The Orion VII flooring is secured with stainless steel fasteners and where wood to wood is placed together Sika 221 is used.

Response: *Approved equal.*

**15. Special Tools:**

A recommended special tool list has been attached for your approval is requested.

Response: *The tools list is approved.*

**16. Water Test:**

Orion submits its proposal on the basis of providing buses with the following water test procedure:

Nozzle will spray 2 gal/min at 60 psi in lieu of 2.5 gals @ 40 psi

Different parts of the bus will be sprayed from periods of 3 to 5 minutes.

Please refer to the attached descriptive material.

Response: *Approve equal.*

**17. Internal Noise:**

Orion requests approval to comply with the noise levels requirements as follows:

(1) A sound source with a level of 80 dBA measured outside the skin of the bus will have a maximum sound level of 65 dBA inside the bus.

(2) Maximum bus generated internal noise level experienced by any passenger not to exceed 83 dBA and the operator not to exceed 75 dBA.

Response: *This request is not approved. The maximum allowable internal noise shall not exceed 80dBA for passengers or the operator under normal operating conditions.*

**18. General Dimensions/Number of Seats:**

Orion requests approval of the attached 33 passenger seat proposal drawing for the 35' Orion VII bus. Drawing No. SK3300-8220 provides a minimum hip to knee spacing of 26 inches at the rear seat positions and 28" at the lower seat positions.

Response: *Seating layout is acceptable.*

**19. General Dimensions (Steps):**

Orion requests approval to delete the requirements for steps. The low floor design does not require steps except to access the rear raised area in the interior of the bus. Orion advises that there is one 10" step and one 9.5" step up to this platform.

Response: *This request is approved.*

**20. General Dimensions (Floor Heights):**

Orion requests approval to provide buses with a floor height at the front door of 14.5" Unkneeled.

Response: *Approved equal.*

**21. General Dimensions (Headroom):**

Orion requests approval to provide buses with the following headroom heights:

Vestibule 98"

Front axle location to rear door 98"

Step up portion at rear level 78.75"

Response: *Approved equal.*

**22. General Dimensions (Tire Size):**

Orion request approval to provide 305 70R22.5 tires for the Orion VII low floor bus models. Orion advises that due to the low floor design the 305/70R22.5 are

the only size tires that can be used on the Orion VII. The Orion VII is designed for a tire with a static loaded radius of 18.3-18.7".

Response: *Approved equal.*

23. **General Dimensions (Electrical System and Air Conditioning Electrical):**  
Orion requests approval to provide our standard electrical system. Orion VII design is entirely 24V except for the components that must operate with 12V supply. For those specific areas that require a 12V supply such as the radio system, a 24V to 12V conveyor is being used.

Response: *Approved equal.*

24. **General Dimensions (air bags):**  
Orion requests approval to provide buses with a front air suspension bag height of 11.15 at the front and 8.25 at the rear.

Response: *Approved equal.*

25. **Rear Axle:**  
Orion requests approval to provide our standard rear axle manufactured by Meritor (Rockwell)  
Model 71163 WX. 61163 WX have been discontinued.

Response: *Approved equal.*

26. **Brake Chambers:**  
Orion requests approval to provide Meritor axles with M.G.M. brake chambers models 36/75 rear and type 24 front. These are the only chambers offered by Meritor for the axles used on the Orion VII.

Response: *Approved equal.*

27. **Air Reservoirs:**  
Orion requests approval to provide automatic drain valves on the supply tank only. All other drain valves are manual.

Response: *This request is not approved. Merced County Transit expects to be supplied with protected automatic drain valves on all air tanks.*

28. **Check Valves:**  
Orion requests approval to delete the requirement of a check valve between #1 and #2 tanks. Orion advises that the front brake tank and the rear brake tank have their own check valves.

Response: *Approved equal.*

29. **Air Lines:**  
Orion requests approval to provide a main airline between the air compressor and first tank consisting of a combination of 3/4" OD copper tubing, and Aeroquip #2807 Teflon stainless steel braided hose.

**30. Radius Rods:**

Orion requests approval to delete the requirement for a sway bar. Stabilizer bars are not required with the design of the Orion VII suspension.

*Response: This request is approved.*

**31. Wheel Mounting:**

Orion requests approval to provide hub piloted wheels in lieu of stud type mounting. Stud mounting type have not been design on the Orion VII low floor bus.

*Response: Approved equal.*

**32. Air Intake Door:**

Orion requests approval to provide our standard air intake door made of solid aluminum.

*Response: This request is unclear to Merced County. 2.8.8.(b) refers to engine air intake and it's housing. There is no reference to a door.*

**33. Fuel/Vent Lines:**

Orion requests approval to provide the following Fuel/Vent Lines measurements:

Vent Manifold OD: 2"

Vent Manifold Wall thickness: 0.125"

Fuel Fill Line OD: 0.75

Fuel Fill Line wall thickness: 0.095"

*Response: Approved equal.*

**34. Manual/Automatic Shutoff Valve:**

Orion requests approval to provide a manual shutoff valve located just above the height of the coolant access door.

Orion advises that both manual and automatic shutoff valves are not UL Listed.

*Response: Merced County approves the location of the manual shut off valve. Merced County advises all bidders to provide UL listed shut off valves.*

**35. Exhaust Pipe Flap:**

Orion requests approval to provide a tail pipe that is at a 45 degree angle and does not need to flap.

*Response: Approved equal.*

**36. Fan and Drive:**

Orion requests approval to provide a hydraulically driven fan, with a direct gear driven hydraulic pump. The fan is constantly rotating at minimum RPM. An increase in fan RPM is dependent upon the cooling system demand (coolant temperature) and is controlled through the engine ECU.

*Response: Approved equal.*

37. **Wiring:**  
Orion requests approval to provide wiring that meets SAE SXL except where connection systems specified by major vendors (i.e. engine, transmission, etc.) prohibit the use of such wire, in which case type GXL or TXL shall be used as appropriate. Major vendors utilize connections systems that will not accommodate SXL wire.
- Response: Approved equal.*
38. **Spare Circuit:**  
Orion requests approval to provide all harnesses over 6 ft. long and having more than 5 circuits shall provide a minimum of one (1) spare conductor so marked in each separate harness.
- Response: Approved as requested.*
39. **Electrical Panel:**  
Orion requests approval of our front electrical panel located on the left of the driver's position below the driver's window. Access to this box is via an exterior locked access door.
- Response: Approved. This is what the specification stated.*
40. **Engine Run Box:**  
Orion requests approval to provide our standard label for the rear start switch: "Fwd/Off/Rear"
- Response: Approved.*
41. **Lamps:**  
Orion requests approval to provide Dialight LED 40/41 series 4" round type lamps that are flange mount.  
The tail light panels on the Orion VII are setup to accept the flange mount 4" lights only.
- Response: Approved.*
42. **Front Turn Signals:**  
Orion requests approval to provide rear side signals that are located 54" above ground.
- Response: Approved.*
43. **Electrical Flasher:**  
Orion requests approval to delete the requirement for an Electronic Flasher. Flashing for directional lights on the Orion VII is achieved via the Multiplex system.
- Response: Approved.*

44. **Horns:**  
Orion requests approval to provide 2 heavy horns that are 24-volts each.
- Response: Approved.*
45. **Batteries Location:**  
Orion requests approval to provide batteries that are located in the curbside of the bus. The Orion VII frame has been design to locate the batteries on the curbside of the bus.
- Response: Approved.*
46. **Under Frame Structure:**  
Orion requests approval to delete the requirement for the underframe to be primed. Due to the stainless steel structure of the frame this is not required. Please see details attached.
- Response: Approved.*
47. **Exterior Body Panels:**  
Orion requests approval to provide buses with exterior body panels that are bonded into place. Details are attached under RFA # 46.
- Response: Approved.*
48. **Exterior Body Panels:**  
Orion requests approval to provide buses with the following exterior paneling materials:
- |                 |                           |
|-----------------|---------------------------|
| Main side-skins | 5052 aluminum, pre-primed |
| Roof Coves      | 5052 aluminum, pre-primed |
| End Panels      | Fiberglass                |
| Main Roof panel | 3003 Aluminum             |
- Response: Approved.*
49. **Exterior Body Panels:**  
Orion advises that due to the low floor design, lower skirt panels are not required.
- Response: Lower skirt panels are not required.*
50. **Exterior Body Panels:**  
Orion requests approval to provide front and end caps that are bonded into place without the requirement of rivets.
- Response: Approved.*
51. **Rear seat Insulation:**  
Orion requests approval to provide 1" thick foil-faced polyurethane foam insulation. This material meets FMVSS 302 and CAN/CGSB 51.26-M86-Type 2. The insulation is semi-rigid individual panels bonded in place. Insulation will not shift or settle in the cavity over time and will not absorb moisture. The insulation

has an R-value of 7. Insulation exceeds docket 90-A requirements for flammability, toxicity and smoke.

Response: *Approved.*

**52. Interior Panels Construction:**

Orion requests approval to provide the following interior panel materials:

Rear Modesty Panels – Vacuum Formed (plastic), black in color  
Driver Barrier – Formed Aluminum, Painted, black in color  
Ceiling Panels – Composite Aluminum/Plastic, gray in color  
Wall Trim/Panels – Vacuum Formed (plastic), gray in color  
Window Pillar Covers – Vacuum Formed (plastic), black in color  
Rear Bulkhead – Thermal formed plastic, black in color

Orion has selected these materials since they are graffiti resistant, cleanable with common cleaning products, stronger and better in quality than Melamine.

Orion advises that melamine panels have been design on the Orion VII low floor bus.

Orion has provided samples.

Response: *Approved.*

**53. Plywood Flooring:**

Orion requests approval to secure floor panels to the under structure using Sikaflex urethane adhesive with a minimal number of floor fasteners. Floor fasteners are secured into the existing understructure of the bus. Structural integrity is achieved through the adhesive bond, not the screws that hold each panel in position while the bonding agent sets. In addition to the adhesive, and fasteners, the panels are tongue and grooved. The result is superior floor stiffness and decreased noise transmission due to “drumming” of the plywood boards.

Response: *Approved.*

**54. Stepwell:**

Orion requests approval to provide Orion’s standard stepwell construction for the steps that lead up to the rear upper platform, comprised of a one piece fiberglass construction that covers the stainless steel frame structure.

Response: *Approved.*

**55. Front Door Opening:**

Orion requests approval to provide slide/glide type entrance and dimensions:

Frame Width:	44.00”
Clear Opening Between Panels:	37.50”
Clear Opening Between Handrails:	34.40”

Response: *Dimensions are approved.*

**56. Driver’s Partition:**

Orion requests approval to delete the requirement of a driver’s partition. Due to

Please see attached details.

Response: *Approved as requested and shown.*

**57. Post Delivery Tests:**

Orion requests approval that within fifteen (15) calendar days after delivery of the buses to the delivery location, the County shall issue a Certificate of Acceptance for the buses delivered, or furnish details of the deficiencies that preclude acceptance. If the Contractor is not advised of acceptance or non-acceptance within 15 days of delivery, the buses shall be deemed to be accepted for payment purposes. The inspection shall be performed with all possible dispatch in order to minimize the time for acceptance of the buses. Any deficiencies shall be corrected by the Contractor within a reasonable time. Buses placed into revenue service shall be deemed to have been accepted for payment purposes.

Response: *The post-delivery test requirement contained in Section 2 – (7.6.3) page 45 shall stand as written. Orion's requested change is denied.*

**58. Complete Coach:**

Orion requests approval to provide a warranty start-up date beginning at the time of final acceptance or when the bus is first placed into revenue service, whichever comes first.

Response: *Approved.*

**59. Fleet Defects:**

Orion requests approval to provide the fleet defect provisions as follows:

- a) Less than 10 buses, fleet defect applies after three buses or more.
- b) 10 to 49 buses, 25% defect rate.

A fleet defect is defined as the failure of identical items covered by the warranty and occurring within the applicable warranty period in a proportion of the total number of buses delivered under this contract.

Response: *Approved.*

**60. Repair Procedures:**

Orion requests approval for its standard warranty provisions that are based on repairs to specific major components being undertaken by the individual component manufacturer local representative which may be performed off site (engine, transmission, A/C). All other repairs are to be carried out by the authorized Procurement Agency with reimbursement for costs Agency labor and parts through Orion's customer warranty claim process. Unauthorized repairs during the warranty period may void Warranties.

Response: *This request is approved with respect to major component supplier representative making warranty repairs. The Section 2 (8.2 REPAIR PROCEDURES – 8.2.1 through 8.2.4 shall stand as written with no further changes.*

**61. Repairs by Merced County**

Orion requests approval to utilize ORION standard repair times (SRT) to identify labor hours reimbursable for covered repairs. Orion's SRT's are established

Labor times for Warranty Repairs:

1. If a Standard Repair Time (SRT) exists in the Orion SRT Manual, then the labor hours to perform those operations are allowed.
2. If no SRT exists for the repair performed, actual reasonable industry accepted time shall be allowed. Whenever possible, the SRT that most reasonably matches the repair performed, will be used as a standard reasonable time.
3. If a SRT is used, but the repair took longer, due to extra operations being required that are not normally required for the repair, the additional reasonable time may be allowed if a full explanation of the additional operations performed and the reasons why they were necessary are fully explained on the warranty claim.

Response: See #60 above.

**62. Repairs by Merced County:**

Orion requests approval to reimburse 15% maximum of parts costs when proof of purchase from ORION is provided. Freight cost for stock orders is included in after market pricing throughout the industry and is therefore not covered for separately. Considerations for express freight costs will be made on a case by case basis if the need arises.

Response: See #60 above.

**63. Price Proposal – Prices:**

Orion requests that prices contained within the price proposal remain in effect for 90 days after bid opening rather than 90 days after contract award.

Response: Approved

**64. Price Proposal – Prices:**

Orion requests approval amend the PPI index from PPI 1411-06 to Series ID 1413 “Trucks and Bus Bodies” which is the standard in the industry.

Response: Approved

**65. Price Proposal – Prices:**

Orion requests approval to add the requirement for a 40' x 102' bus price to the pricing page.

Response: Approved. The signature page will reflect this request.

**66. Price Proposal – Prices:**

Orion requests approval to provide prices for Training, Special Tools/Diagnosis as an optional price. This will help Merced future purchases of buses.

Response: Approved

**67. Towing Eyes:**

Orion requests approval to provide front tow eyes located below the bumper.

Orion advises that it is structurally not feasible to provide the tow eyes above the bumper.

## PART II

### RFP No. 5890 – Bus Replacement Project

#### ADDITIONAL

#### Response to Questions, Requests for Approved Equals, and Clarification of Specifications and Additions to the Specifications

1. Section 6 – Page 30 – Item 6.4.1 – Signature Page

Response: *Signature Page omitted from RFP.  
Signature Page provided herewith.*

2. Section 2, Technical Specifications, Page 34, Item 4.2.1 Passenger Seats, Sub Item 4.2.1.1 Construction (1)

Response: *Holdsworth Vigor Quality #88-347T upholstered inserts are no longer a standard item and would impact the dollar cost to have this item remade.*

*All bidders are requested to utilize a standard transit passenger seat fabric for this required specification. Successful bidder to provide samples to Merced County for final approval.*

3. Section 2, Technical Specifications, Page 49, Item 9.0 Two-Way Mobile Radio

Response: *Motorola has advised us that the Motorola Maxtrac two-way radio has been discontinued.*

*Please provide Motorola GTX Model No. M 1 1 G D 6 C B 1 – N two-way mobile radio.*

4. Delete the Professional Liability requirement.  
Section 10 (A) (4) page 39 of the Sample Contract.

Response: *Bidders will not be required to provide this insurance.*

5. Additional Clarifications, Requirements and Equipment

Response:

A. Fire Extinguisher – First Aid Kit – Safety Triangles

*To be in compliance with the California Motor Carrier Safety Regulations – Title 13, all coaches must be equipped with a standard fire extinguisher, a first aid kit and three safety triangles.*

B. Destination Signs – Page 26 – Section 3.25. through 3.25.8

*For clarification, please use the following specification:*

*The LED sign system shall be Luminator Horizon™. Signs shall meet requirements of Americans with Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39. LEDs shall have a manufacturer's life expectancy of 100,000 hours.*

*A standard sign system for full-size transit bus application shall primarily consist of:*

#### **Front Destination Sign**

*The front sign shall be no less than 2560 LEDs, 16 rows by 160 columns, with a message display area of not less than 8.0 inches high but not less than 64.6 inches wide. The destination message shall be readable by a person with 20/20 vision from a distance of 250 feet. The sign shall have equal readability at 65 degrees on either side of the line perpendicular to the center of the mean plane of the display.*

#### **Side Destination Sign**

*The side sign shall have no less than 768 LEDs, 8 rows by 96 columns, with a message display area of not less than 2.8 inches high by not less than 36.3 inches wide. The display must be easily read from the sidewalk level.*

#### **System Control Console – Operator Display and Keyboard (ODK)**

*The system control console shall be used to view and update display messages. The system control console shall utilize a 28-key conductive rubber pad keyboard with tactile feel, designed especially for the harsh transit environment.*

*The system control console shall contain a 16 X 128 pixel vacuum fluorescent display. The system control shall contain an audio annunciator that beeps to alert the operator to view the display for a message, or beeps indicating that a key is depressed. The system control console shall continuously display the complete message associated with the selected destination code.*

#### **Cables and Mounting Provisions**

*Front destination sign mounting shall provide ability to rotate sign horizontally to enable interior access to destination sign glass. Side signs can be mounted on either side of bus depending on mounting requirements. Rear sign shall be mounted on exterior of vehicle in most applications with optional configuration for interior mounting requirements. Run number sign shall be mounted on dash in area determined by OEM and end user. The entire display area of all signs shall be clearly visible and readable both in direct sunlight and at night.*

### System Control and Programming

All system control and drive PC boards shall be enclosed in either the sign housings or the System Control Console (ODK). No external boxes are required. The various destination signs can be programmed to display either one common message or each sign can display independent messages. Sign system shall be capable of sequentially displaying two pre-selected destination messages and one public relations message. The operator shall be able to quickly change between pre-selected destination messages without re-entering a message code. Public relations messages shall be capable of being displaying alternately with the regular destination display or displayed separately.

The message programming software shall provide a means of adjusting the length of time the messages are displayed from one-tenth second to twenty-five seconds durations. The retention time between messages shall also be adjustable from one-tenth second to twenty-five seconds. Each line or blanking time of each message on each sign shall be capable of having a different retention time.

The Master Coach Run Switch shall control power to the sign system. The signs shall operate in all positions of this switch except off. The intensity of the signs shall be automatically adjusted to be appropriate for the ambient light level. The signs shall be protected against voltage transients and RFI interference to ensure proper operation in the bus environment.

### Memory Transfer

The sign system shall be programmable through the system control console by either a PCMCIA flash card or a Memory Transfer Unit (MTU).

### Emergency Message Display

If required, a special emergency message can be activated by a switch. This message shall be displayed on signs facing outside the vehicle, while signs inside the vehicle, including the system control console, remain unchanged. The emergency message shall be cancelled by entering a new destination code, or by removing the emergency signal.

### Programming

A programming software package\* shall be furnished to generate message lists for the destination sign system. (PCMCIA) flash memory card having a minimum of 8 Mbytes of memory shall be provided to facilitate bus system programming.

The programming software is Windows based and uses techniques that require minimal operator training and intended for use by operators

that are not trained in complex computer operations. All operator screens shall utilize pull down and pop-up menus.

\* IPS software is compatible with Windows 95, Windows 98, Windows NT and Windows 2000. A dedicated computer is highly recommended when using IPS™ software package. Minimum Recommended Hardware for IPS™ Software: 64 MB RAM, CD-ROM drive, 266 Mhz, 40 MB free hard disk space, VGA graphics card, and PCMCIA Flash Card Drive.

C. Bumpers

Please add Section 22.0 BUMPERS to the required specifications.

22.0 Bumpers – Bidders shall provide their standard bumpers on the front and rear of each bus. Bumpers shall be able to withstand and recover from a 5 mph collision.

D. Silent Witness Video Surveillance System

Please add Section 23.0 Silent Witness Video Surveillance System to the required specifications.

23.0 Silent Witness Video Surveillance Systems

Each bus shall be equipped with a two (2) camera Model MDR100 Digital Chaperone-Silent Witness video surveillance system. Position of the cameras will be provided to successful bidder.

E. Please note the following: Signature Page

The signature page has been revised to encourage bidders to bid their 35 ft. and 40 ft. buses that meet or exceed the required specifications and addenda to RFP 5890.