

Los Angeles County  
Metropolitan Transportation Authority

**FORTY-FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZERO  
EMISSION BUS PROCUREMENT  
RFP No.: OP28367 ISSUED: 07.29.16**



Photo By: Chang Kim



**Metro**

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\* All Articles, Subarticles, or portions of the Contract noted by an asterisk (\*) shall be included in (flow-down to) all Subcontracts of any tier.

## **SECTION 1 – LETTER OF INVITATION**

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**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

July 29, 2016

ATTENTION: Prospective Proposer

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR RFP No.: OP28367,  
FORTY-FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR  
ZERO EMISSION BUS PROCUREMENT

Los Angeles County Metropolitan Transportation Authority (METRO) has established a contracting opportunity for a responsible contractor(s) to provide 40' and 60' Low Floor CNG or Zero Emission Transit Buses in accordance with the attached Contract and Technical Specifications defined by this RFP. The purpose of this procurement is to support Metro's fleet replacement plan, and to use this opportunity to evaluate potential fleet augmentation with new Zero Emission Bus technology. The resultant Contract(s), if awarded, ***will be federally funded and is subject to fiscal year funding.***

Due to the various award combinations that are possible under this RFP, the different bus requirements are separated into Groups to describe and define the four (4) different bus types. This solicitation contains the following bus requirements.

**GROUP A – Up to 600 40' Low Floor CNG Transit Buses**

Metro is seeking a responsible contractor to provide a Base Order of 295 and Options of up to 305 Forty Foot (40') Low Floor CNG Transit Buses, in accordance with the attached Technical Specifications, for 40' transit buses.

**GROUP B – Up to 400 60' Low Floor CNG Transit Buses**

Metro is seeking a responsible contractor to provide a Base Order of 95 and Options of up to 305 Sixty Foot (60') Low Floor CNG Transit Buses, in accordance with the attached Technical Specifications, for 60' transit buses.

**GROUP C – (ZEB) Up to 100 40' Low Floor Zero Emission Transit Buses**

Metro is seeking a responsible contractor to provide a Base Order of 5 and Options of up to 95 Forty Foot (40') Low Floor Zero Emission Transit Buses (ZEB), in accordance with the attached Technical Specifications, for 40' transit buses.

**GROUP D – (ZEB) Up to 100 60' Low Floor Zero Emission Transit Buses**

Metro is seeking a responsible contractor to provide a Base Order of 5 and Options of up to 95 Sixty Foot (60') Low Floor Zero Emission Transit Buses (ZEB), in accordance with the attached Technical Specifications, for 60' transit buses.



## SUMMARY OF TRANSIT BUS REQUIREMENTS

	Base (FY18/FY19)	Options (FY20 – FY 22)
GROUP A – 40' CNG	295	Up to 305*
GROUP B – 60' CNG	95	Up to 305**
GROUP C – 40' ZEB	5	Up to 95*
GROUP D – 60' ZEB	5	Up to 95**

\* Total award(s) for GROUP A and C shall not exceed the total of 600 buses.

\*\* Total award(s) for GROUP B and D shall not exceed the total of 400 buses.

It is Metro's intent to award, at its sole discretion, one or more contracts for any combination of the GROUP(S) described above. Proposers must submit a separate proposal for each GROUP it wishes to be considered for award, for up to all four (4) GROUP(S). Proposals received for each GROUP will be independently evaluated along with the other proposals submitted for the same GROUP, in accordance with the respective criteria included in this solicitation. Proposers shall submit a separate and complete proposal for each GROUP, clearly marked with the specified GROUP (For example "GROUP A", or any other part) to be evaluated, together with all the submittals for the specific GROUP. A contractor proposing on more than one GROUP may potentially be awarded one or more Contracts. The resultant Contracts, if awarded, will be federally funded, and are subject to fiscal year funding.

You are requested to submit a Firm Fixed Price proposal to furnish all of the labor, materials, and other related items required for the performance of a contract resulting from RFP No.: OP28367. METRO requires one hard copy marked "Original", six (6) additional copies of the **Technical Proposal**; One hard copy marked "Original", and two (2) copies of the **Price Proposal**, one (1) electronic version of the Technical Proposal in **PDF** format on a flash drive and one (1) electronic version of the Price Proposal in **Excel** format on a separate flash drive.

Proposals must be submitted in sealed envelopes, by mail or hand delivered to the address below, **no later than 4:00 p.m. (Pacific Time)** in accordance with the following schedule:

- **GROUP A - 4:00 p.m. (Pacific Time) Friday, September 30, 2016**
- **GROUP B - 4:00 p.m. (Pacific Time) Friday, October 14, 2016**
- **GROUP C and D – 4:00 p.m. (Pacific Time) Friday, December 2, 2016**

A Proposal is deemed late if it is received by LACMTA after the deadline stated above. Proposals received after the submission deadline may be rejected. Proposals and subsequent offers shall be valid for a period of 240 days.

Los Angeles County  
Metropolitan Transportation Authority (METRO)  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
9th Floor Receptionist  
RFP No.: OP28367  
Envelope shall be marked clearly as "**GROUP XXX**" (Identify Part of RFP)

The RFP documents are available for review and download at "[www.metro.net](http://www.metro.net)" by clicking the "Metro, About & Contact Us" tab, then "Doing Business with Metro, Current Solicitations".

All communications in connection with this RFP shall be provided as follows:

By U.S. Mail, FedEx,  
UPS, or courier

Los Angeles County  
Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
Attention: Hernandez, Elizabeth  
RFP No.: OP28367

- By Phone to (213) 922 - 7334
  - By FAX to (213) 922 - 1004
  - By e-mail to:  
[hernandezel@metro.net](mailto:hernandezel@metro.net)
- Los Angeles County  
Metropolitan Transportation Authority  
Attention: Hernandez, Elizabeth  
RFP No.: OP28367
- Diversity & Equal Opportunity, Bud Boyd, (213) 922-7393
- Ethics or Lobbyist Registration Information, (213) 922-2900
- Pre-Qualification Department, (213) 922-4130


**A Pre-Proposal Conference will be held on Monday, August 29, 2016, at 1:00 p.m., in the Mulholland Conference Room on the 15<sup>th</sup> Floor of the METRO Gateway Plaza Building.** Pre-Proposal Conference attendance is not mandatory; however, attendance is highly recommended. Meeting minutes and a planholders list will be published in an amendment to the solicitation following the meeting. Note: the Pre-Proposal Conference will not be broadcast via teleconference.

Prospective Proposers are requested to submit written questions to the Contracting Officer, identified above, in advance of the Pre-Proposal Meeting. In addition, questions may be submitted up to the date specified in the Letter of Invitation for questions and approved equals. Responses will be shared with all prospective Proposers within two weeks following the questions and approved equals deadline. A form for **Request for Clarification, Change or Approved Equals** is attached to the Letter of Invitation as Attachment A. Prospective Proposers are reminded that any changes to the RFP will be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Agency. Please submit Pre-proposal questions no later than 2:00 p.m., Tuesday, August 23, 2016. **(Note: LACMTA does not pay for parking or validate parking tickets.)**

A Contract(s) will be awarded to the Proposer(s) whose responsive and responsible offer meets the requirements of the RFP and is determined to be the most advantageous to LACMTA based upon the Evaluation Criteria defined by this RFP. LACMTA reserves the right to reject any or all proposals, to waive informalities or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposal received.

Issued by:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

  
Elizabeth Hernandez  
Senior Contract Administrator

**Letter of Invitation - Attachment A**  
**Los Angeles County Metropolitan Transportation Authority**  
**REQUEST FOR PROPOSALS (RFP) FOR RFP No.: OP28367,**  
**FORTY-FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZERO EMISSION BUS**  
**PROCUREMENT**

**REQUEST FOR CLARIFICATION, CHANGE OR APPROVED EQUAL**

To be considered, requests for clarifications, changes or approved equals must be submitted via this form. A separate form must be submitted for each individual request. For serious consideration, any change or approved equal request should be submitted well in advance of the proposal due date (preferably prior to the Pre-Proposal Conference). Requests must be supported with evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal to or better than what is specified.

LACMTA reserves the right to determine equivalency. All requests must be submitted in writing and received by LACMTA not later than the date indicated for approved equals in the Letter of Invitation.

All known proposers will be informed, via addendum to the original specifications, of those determined by LACMTA to be equal or to have exceeded the minimum specifications ten days prior to the proposal due date.

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**LACMTA RFP OP28367 REQUEST FOR CLARIFICATION, CHANGE OR  
APPROVED EQUAL**

Request # \_\_\_\_\_ Proposer: \_\_\_\_\_

Check only one box:    ☐ Clarification    ☐ Change    ☐ Approved Equal

Solicitation Ref. \_\_\_\_\_ Page: \_\_\_\_\_

Section: \_\_\_\_\_

Request:

\_\_\_\_\_  
Requesting Person Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Requesting Person Name

\_\_\_\_\_  
Requesting Person Title

## LETTER OF INVITATION SUPPLEMENT (RC-FTA)

### **DISADVANTAGED BUSINESS ENTERPRISE GOAL REQUIREMENTS**

Offerors planning on submitting proposals to LACMTA must have an approved or not disapproved Disadvantaged Business Enterprise program on file as a Transit Vehicle Manufacturer (TVM) with U.S. Department of Transportation, Federal Transit Administration (FTA). If the potential Offerors are not on this list, please ensure to enquire directly with the FTA prior to submitting its proposal that it has a letter or document showing that it is approved or not disapproved by FTA.

Offerors must submit DBE Certification – Bus Procurements (Form 013) with their bid submittal.

### **METRO ASSURANCE**

Metro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal-assisted contract or in the administration of its DBE program or the requirements of 49 Code of Federal Regulations (CFR) Part 26 as amended.

Bidders/Proposers are hereby notified that:

**This project is funded in whole or in part with US Department of Transportation (DOT) funds and will comply with LACMTA's Race Conscious Disadvantaged Business Enterprise (RC DBE) Program requirements. LACMTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal-assisted contract or in the administration of its DBE program or the requirements of 49 Code of Federal Regulations (CFR) Part 26, as amended.**

☐ A. DBE Contracting Outreach and Mentoring Plan (COMP) is required for this Project

1. At a minimum, Proposers shall mentor a total of (firms) for Protégé development as part of the SBE/DVBE Contracting Outreach and Mentoring Plan (COMP).
2. Bidders/Proposers must submit as part of its bid/proposal a DBE Contracting Outreach and Mentoring Plan (COMP) evidencing how it will achieve its listed commitments through the utilization of DBE firms for the project. Bidders/Proposers shall include in its plan creative strategies and innovative non-traditional approaches to include DBE's in all phases of subcontracting, inclusive of a mentor protégé development approach. The DBE COMP will be reviewed and approval by Metro.
3. Bidders/Proposers shall host at least one outreach event with the DBE and small business community and stakeholders. Bidders/Proposers shall submit with its bid/proposal an assessment of the event(s) in the executive summary of the DBE COMP and describe plan to follow-up with DBE firms after contract award to meet the DBE commitment. The outreach event shall be held at least fifteen (15) days prior to the bid/proposal due date. Bidders/Proposers are required to notify the Diversity & Economic Opportunity Department (DEOD) assigned Contract Compliance Officer of their DBE outreach event(s). Metro may attend as an observer but are not obligated to attend. Bidders/Proposers are responsible for their own outreach to the



DBE and small business community. Metro is willing to assist Bidders/Proposers in their outreach efforts by posting event(s) advertisements to Metro outreach calendar of events.

4. Metro expect Proposers to develop a subcontracting approach and implement initiatives, that would include processes and procedures for outreach, prompt and expedited payment for DBEs, provide technical assistance initiatives, implement mentor protégé development plan, create opportunities for joint venturing, teaming and partnering with DBE firms in the ordinary course of its business/teaming strategy to exceed the stated goals. Metro is interested in hearing creative strategies and innovative non-traditional approaches to include DBEs in all phases of subcontracting. The Contracting Outreach and Metro Protégé Approach shall be included with forms submitted as required.

## **SECTION 2 – CONTRACT DOCUMENTS**

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**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. RFP NO.: OP28367**

**FORTY-FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZERO EMISSION BUS  
PROCUREMENT**

**FIRM FIXED PRICE CONTRACT**

**BETWEEN**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**AND**

---

**(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)**

**TO BE FILLED IN AT TIME OF AWARD**

---

**EFFECTIVE DATE**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
FIRM FIXED PRICE CONTRACT**

**CONTRACT NO: RFP NO.: OP28367**

## Between

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY  
ONE GATEWAY PLAZA  
LOS ANGELES, CA 90012-2952**

**and**

**(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)**

## FORTY-FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZERO EMISSION BUS PROCUREMENT

This Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (LACMTA/Metro), and [REDACTED] (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

**ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE**

- A. This Contract includes this Form of Contract and the other following Contract Documents and Attachments, which are incorporated herein and made a part of this Contract.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:
1. Form of Contract, (Pro Form 18, Dated 08/08/14)
  2. Regulatory Requirements, (Pro Form 039, Dated 02/03/16)
  3. Special Provisions, (Pro Form 089, Dated 01/11/16)
  4. General Conditions, (Pro Form 038, Dated 01/11/16)
  5. Compensation and Payment Provisions, Firm Fixed Price, (Pro Form 040, Dated 08/23/13)
  6. Technical Specifications. (Dated [REDACTED])

- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

## ARTICLE II: DEFINITIONS

Capitalized terms, abbreviations and symbols used in this Contract are defined in the Article in the General Conditions entitled GLOSSARY OF TERMS. Additional terms may be defined in the Special Provisions or the Statement of Work.

## ARTICLE III: WORK TO BE PERFORMED

Contractor shall furnish all necessary labor, materials, supplies, and transportation necessary to manufacture **xxx** Forty-Foot (40') Low Floor CNG or ZEB Transit Buses, up to **xxx** Option vehicles, spare parts, special tools, diagnostic equipment, training, training aids and manuals as is more fully described in the Special Provisions and Technical Specifications.

## ARTICLE IV: COMPENSATION

### A. Contract Price

In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, Metro will pay the Contractor the Contract Price of \$ **\_\_\_\_\_** as provided in this Article and in the Contract Document entitled Compensation and Payment Provisions.

### B. Payment Schedule

The Contract Price shall be paid to the Contractor based upon the Milestone Payment Schedule, Form PF1-Contract Price Summary, and the Compensation and Payment Provisions.

All Applications for Milestone Payments shall be submitted in writing in accordance with the Contract Documents entitled COMPENSATION AND PAYMENT AND THE SPECIAL PROVISIONS, as applicable, and delivered or mailed to LACMTA as follows:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
Contract No. **RFP No.: OP28367**

### C. Final Payment

The Application for Final Payment shall be marked **FINAL** and a copy sent to Metro's Authorized Representative. LACMTA shall remit payment to the Contractor at the following address:



**[Fill in address at time of award]**

- D. Effective January 1, 2009, Metro started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If you have not already done so, you will be required to sign up for EFT, unless you request a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

## **ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE**

The Effective Date of this Contract is **(insert date)**. The Period of Performance of this Contract shall begin on the date set forth in the Notice to Proceed (hereinafter "Commencement Date").

The Base Contract will include orders for a total of **xxx** Vehicles. The Base Contract delivery date is **xxx** vehicles by **\_\_\_\_**, 201x and **XXX** vehicles by **\_\_\_\_**, 201x. If any Option is exercised, the Option Vehicles shall be delivered in accordance with the schedule contained in the Notice of Exercise of Option.

Said delivery date shall be automatically extended on a day-for-day basis if the Base Contract is not executed by LACMTA on or before **\_\_\_\_**, 2016.

## **ARTICLE VI: TAX CREDITS**

In the event Contractor is entitled to Federal or State tax credits or refunds conditioned on the sale of CNG/ZEB buses to a public agency, the Contractor agrees to rebate an amount equal to ninety (90) percent of the per bus credit or refund to LACMTA when the Contractor takes the credit and/or realizes the refund. The provision of such credits shall not affect any other responsibilities contained in the Contract

## **ARTICLE VII: INVOICES**

Contractor shall submit invoices for all Vehicles including Option Vehicles, Spare Parts, equipment and other items purchased under this Contract to LACMTA 30 calendar days prior to each delivery. Payment shall be within 30 days after Acceptance of the item. Pro forma invoices will be acceptable. Contractor shall pay all Sales/Use Taxes, including spare parts, training, training aids, special tools, manuals or diagnostic equipment ordered under the Contract. LACMTA shall require the Contractor to remit all Sales/Use Taxes directly to State and Federal Tax agencies, and to provide annual reports to LACMTA of such remittances.

A separate invoice shall be submitted for each Vehicle, including Option Vehicles. Each invoice shall include:

- Contract number
- Model and serial number of Vehicles invoiced
- Unit or total prices by line item number

- Total invoice amount.

A separate invoice shall be submitted for spare parts, special tools, training, training aids, and diagnostic equipment. Each invoice shall include:

- Contract number
- Description of the item
- Unit or total prices by line item number
- Total invoice amount.

## ARTICLE VIII: LIMITATION OF FUNDS

Funding for this Contract is based upon the availability of funds determined by LACMTA's fiscal budget, which runs from July 1 through June 30 of each fiscal year. If funding is not approved for any subsequent fiscal year during which this Contract is in effect, LACMTA will issue a stop work notice.

## ARTICLE IX: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between Metro and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

**CONTRACTOR NAME**  
**PHYSICAL ADDRESS**  
**EMAIL ADDRESS**  
**PHONE NUMBER**

**LOS ANGELES COUNTY**  
**METROPOLITAN**  
**TRANSPORTATION AUTHORITY**

PHILLIP A. WASHINGTON  
CHIEF EXECUTIVE OFFICER

BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

TAX ID NO.: \_\_\_\_\_

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
MARY C. WICKHAM  
COUNTY COUNSEL

BY: \_\_\_\_\_  
DEPUTY

**EXHIBIT A – INSURANCE REQUIREMENTS**  
(Reference Special Provisions SP-31)

## REGULATORY REQUIREMENTS

### RR-01 ADMINISTRATIVE CODE \*

#### A. Applicability

This Article applies to all contracts.

#### B. Metro Administrative Code

Contractor warrants and represents that it has read and understands Title 4, Procurement, and Title 5, Ethics, of the [Metro Administrative Code](http://www.metro.net/images/MTA_Administrative_Code_Enactment.pdf) (hereinafter "Administrative Code" - available at [www.metro.net/images/MTA Administrative Code Enactment.pdf](http://www.metro.net/images/MTA_Administrative_Code_Enactment.pdf)), and will comply with each and every one of those requirements in accordance with their terms to the extent that they are applicable to contractors doing business with Metro. All definitions used in the Administrative Code are hereby incorporated herein as though fully set forth.

Without reducing or affecting its obligation to comply with any and all provision of the Administrative Code, as applicable, Contractor specifically warrants, represents and covenants that it will:

1. Comply with:
  - a. Chapter 5-20, Contractor Code of Conduct;
  - b. Chapter 5-25, Lobbying the Metro; and
  - c. Chapter 5-35, Metro Conflict of Interest Code, and
2. Not induce, attempt to induce, or solicit:
  - a. Board members to violate Chapter 5-10;
  - b. Metro employees to violate Chapter 5-15;
  - c. Metro Financial employees to violate Chapter 5-30: or
  - d. Either Board members, Metro employees or Metro Financial employees to violate any other provision of the Administrative Code.

#### C. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Metro to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Metro;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Metro has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Metro.

#### **D. Campaign Contributions**

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Metro's Board of Directors in violation of California Public Utilities Code §130051.20, California Government Code §§84300 et seq., or the Administrative Code.

#### **E. Environmental Management System (EMS) Policy**

Contractor represents that during the performance of the Contract it will assist Metro in achieving the principles of Metro's EMS Policy, available at [Environmental Management System \(EMS\) Policy](#) and Contractor further commits that it shall adhere to the applicable EMS Policy principles in its choice of means and methods in the performance of the Work.

### **RR-02 DISCRIMINATION \***

#### **A. Applicability**

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

### **RR-03 WHISTLEBLOWER REQUIREMENTS \***

#### **A. Applicability**

This Article applies to all contracts.

- B. Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

## **RR-04 PUBLIC RECORDS ACT \***

### **A. Applicability**

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Metro's business, including all information and documents submitted by Contractor ("**Records**"), shall become the exclusive property of Metro and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Metro's use and disclosure of its records are governed by this Act. Metro will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Metro. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C. In the event of litigation concerning the disclosure of any Records, Metro's sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Metro harmless from all costs and expenses including attorney's fees in connection with any such action.

## **RR-05 ACCESS TO RECORDS**

### **A. Applicability**

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is

receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Metro, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

## **RR-06**

### **FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES\***

#### **A. Applicability**

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (including any changes, revisions or successor circulars) is automatically hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Metro and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Metro and FTA, as they may be amended or

promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

## **RR-07 ENERGY CONSERVATION REQUIREMENTS**

### **A. Applicability**

This Article applies to all federally funded contracts.

- B.** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

## **RR-08 CIVIL RIGHTS REQUIREMENTS \***

### **A. Applicability**

This Article applies to all federally funded contracts.

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

### **C. Equal Employment Opportunity**

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without



regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

## **RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES \***

### **A. Applicability**

This Article applies to all federally funded contracts.

- B.** Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Metro, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

## **RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS \***

### **A. Applicability**

This Article applies to all federally funded contracts.

- B.** The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to

this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

## **RR-11           SUSPENSION AND DEBARMENT\***

### **A. Applicability**

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

This certification is a material representation of fact relied upon by Metro. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment .

## **RR-12 RECYCLED PRODUCTS**

### **A. Applicability**

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B.** To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

## **RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS\***

### **A. Applicability**

This Article applies to all federally funded contracts over \$100,000.

### **B. CLEAN WATER REQUIREMENTS**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

### **C. CLEAN AIR**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

## **RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY \***

### **A. Applicability**

The following Article applies to federally funded contracts over \$100,000.

- B.** The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Metro.

## **RR-15 BUY AMERICA \***

### **A. Applicability**

The following Article applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

- B.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

Metro may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

## **RR-16 CARGO PREFERENCE\***

### **A. Applicability**

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

### **B. USE OF UNITED STATES FLAG VESSELS**

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading

in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Metro (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **RR-17 FLY AMERICA**

### **A. Applicability**

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B.** Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT \***

### **A. Applicability**

This Article applies to federally funded construction contracts over \$100,000 (including ferry vessels), rolling stock purchases over \$100,000 and to operations/management contracts over \$100,000 (except transportation services)

- B.** Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

- 1. Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such

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

2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph 1 of this Section Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Article set forth in paragraph 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the Article set forth in paragraph 1 of this Section.
3. **Withholding for unpaid wages and liquidated damages** – Metro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the Article set forth in paragraph 2 of this Section.
4. **Subcontracts** – Contractor or Subcontractor shall insert in any Subcontracts the Articles set forth in this Section and also a Article requiring the Subcontractors to include these Articles in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the Articles set forth in this Section.
5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Metro and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic 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.

**RR-19****SEISMIC SAFETY****A. Applicability**

This Article applies to federally funded Architect & Engineer contracts for the design of new buildings or additions to existing buildings and to contracts for the construction of new buildings or additions to existing buildings.

- B.** Any new building or addition to an existing building shall be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and Contractor shall certify to compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**RR-20****ADA ACCESS****A. Applicability**

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

**B. Access Requirements for Persons with Disabilities**

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

## **RR-21      ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM \***

### **A. Applicability**

This Article applies to federally funded contracts for transit operations.



## **B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations**

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

## **C. Certificate of Compliance**

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

## **D. Drug and Alcohol Testing Program**

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall implement all programs required under the regulations, including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.

## **E. Alcohol and Drug Free Workplace Program**

In addition to the above, for Work performed on Metro property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.volpe.dot.gov/Safety/DATesting.asp>.

# **RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS \***

## **A. Applicability**

Subject to the limitations in Sections B, C and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

## **B. General Transit Employee Protective Requirements**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined

by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor ("U. S. DOL") guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

**C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

**D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

**E. Indemnity**

Contractor shall defend, indemnify and hold harmless Metro, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**RR-23 CHARTER SERVICE OPERATIONS**

**A. Applicability**

This Article applies to federally funded Operational Service Contracts.

- B. Contractor shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## **RR-24 SCHOOL BUS REQUIREMENTS**

### **A. Applicability**

This Article applies to federally funded Operational Service Contracts

- B. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## **RR-25 FEDERAL PATENT AND DATA RIGHTS\***

### **A. Applicability**

This Article applies to each contract involving experimental, developmental or research work and for which the purpose of the FTA grant is to finance the development of a product or information.

### **B. Subject Data**

The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "Subject Data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

### **C. Restrictions on Subject Data**

The following restrictions apply to all Subject Data first produced in the performance of the Contract:

1. Except for its own internal use, metro or Contractor may not publish or reproduce Subject Data in whole or in part, or in any manner or form, nor may metro or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Subject Data or copyright described in subparagraphs C.2(a) and C.2(b) of this Paragraph C.2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - (a) Any Subject Data developed under the Contract, whether or not a copyright has been obtained; and
  - (b) Any rights of copyright purchased by metro or Contractor using Federal assistance in whole or in part provided by FTA.
3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Metro and Contractor performing experimental, developmental, or research work required by the Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any Subject Data developed in the course of the Contract, or a copy of the Subject Data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become Subject Data and shall be delivered as the Federal Government may direct. This Paragraph C.3 shall not apply to adaptations of automatic data processing equipment or programs for Metro's or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
4. Unless prohibited by state law, upon request by the Federal Government, Metro and Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Metro or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Neither Metro nor Contractor shall be required to indemnify the Federal Government for any such liability

arising out of the wrongful act of any employee, official, or agent of the Federal Government

5. Nothing contained in this Article shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
6. Data developed by Metro or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements of Paragraphs 2, 3, and 4 of this Article, provided that Metro or Contractor identifies that data in writing at the time of delivery of the Contract Work.

#### **D. Patent Rights**

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Metro and Contractor shall take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

#### **E. Provision of Rights in Invention to Federal Government**

Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Metro and Contractor shall take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

### **RR-26**

#### **PUBLIC WORKS CONTRACT REGISTRATION LAW**

This Contract is subject to the provision of California Law regarding Public Works, including, but not limited to California Labor Code. Among other things, the Legislature has established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.

Contractors seeking to perform work on Metro's state/local and federally funded public works contracts are now subject to registration requirements in order to bid or perform work on state and local public works projects (as defined under the Labor Code).

Contractors must meet a set of minimum qualifications to be registered as eligible to bid and work on state and local public works projects. Those qualifications are currently:

- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty (See L.C. Section 1725.5 for current requirements).

Metro shall not accept any bid nor award any contract without proof of the contractor's and subcontractor's current registration.

The California Department of Industrial Relations (DIR) will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.

This Contract is subject to compliance monitoring and enforcement by the DIR.

Contractors and subcontractors on *all* public works projects will be required to submit electronic certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement. Contractor and subcontractors are still required to submit CPRs directly to Metro, as well.

Prime contractors will be required to ensure that their subcontractors subject to this requirement are properly registered with the DIR.

## **RR-27**

### **COMPLIANCE WITH CALIFORNIA HEALTH AND SAFETY CODE (HSC) §25250.51**

#### **a. Applicability**

This article applies to all contracts containing motor vehicle brake friction materials as listed in the sections in this regulatory requirement.

#### **b. Contractor shall comply with California SB 346 adding §25250.51 to the California Health & Safety Code as follows:**

1. On or after January 1, 2014, any motor vehicle brake friction materials containing any of the following constituents in an amount that exceeds the following concentrations shall not be sold in this state:

- i.Cadmium and its compounds: 0.01% by weight;
- ii.Chromium (VI)- salts: 0.1% by weight;
- iii.Lead and its compounds: 0.1% by weight;
- iv.Mercury and its compounds: 0.1% by weight; and
- v.Asbestiform fibers: 0.1% by weight

- 2. The brake constituents shall not contain any Lead or Asbestos.

## **END OF REGULATORY REQUIREMENTS**

## SPECIAL PROVISIONS

**All Articles, Subarticles, or portions of the Contract noted by a asterisk (\*) shall be included in all Subcontracts of any tier.**

### SP-01 DEFINITIONS

The following are definitions of special terms used in this Contract.

<b>Auxiliary Power System</b>	Provides single or three phase power for functions other than propulsion.
<b>Bus or Buses</b>	The entire Vehicle and all Units and parts thereof and shall include Base Order Vehicles and Option Vehicles. Also referred to as Equipment in the General Conditions.
<b>Bus Fleet</b>	Buses delivered and accepted of a like type, size and configuration are considered to be a Bus Fleet. For purposes of fleet defect and warranty claims a bus fleet consists of those buses that have been accepted and entered into service at the time of fleet defect or warranty claim notification and does not include incomplete or unfinished buses.
<b>Business days</b>	Monday through Friday excluding LACMTA holidays. As of 1/1/10, LACMTA holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
<b>Charging/Fueling System</b>	Any charging or fueling system or sub-system required to fuel or recharge the vehicle batteries whether installed or onboard the vehicle or installed at MTA facility.
<b>CNG</b>	Compressed natural gas. Mixtures of hydrocarbon gases and vapors consisting principally of methane in gaseous form that has been compressed for use as a vehicle fuel.
<b>Configuration and Performance Approval</b>	A determination by LACMTA, as described in the Section entitled CONFIGURATION AND PERFORMANCE APPROVAL, that the Pilot Vehicle Delivered and tendered for Acceptance conform to the Specification and has been Accepted by LACMTA.
<b>Defect</b>	Patent or latent flaw, in the design, material or workmanship of the Vehicle, or any Unit or part thereof, which causes a malfunction or failure, or Contractor's failure to meet the specifications and/or General Technical Requirements of this Contract that causes a Vehicle, or any Unit or part thereof to cease operating or causes it to operate in a degraded mode. The term Defect also refers to the failure that is caused by the Defect, and is sometimes also referred to as a Failure. See also Deficiency in the General Conditions.
<b>Delivery, Delivering, or Delivered</b>	Presentation of a Vehicle to LACMTA at the LACMTA Support Service Center for the purposes of inspection
<b>First Article Inspection or "FAI"</b>	<b>Inspection by LACMTA of a Vehicle, Unit, system, subsystem, component to ascertain Contractor's</b>



	<b>engineering and manufacturing compliance with the Technical Specifications and drawings, or part.</b>
<b>First Article Vehicle (FAV)</b>	Designation for one of the first ten (10) Vehicles produced on the production line. The First Article may be used as a reference point for resolving contractual issues between the Manufacturer and LACMTA.
<b>Labor Rate</b>	LACMTA's current straight time wage scale for a Warrant Equipment Mechanic (WEM) or an A Mechanic including fringe benefits and overhead calculated at 80% of the hourly rate. As of July 2016, the rate for an A Mechanic is \$60.77 per hr. Labor Rate adjusts each six months and the Contractor will pay the adjusted Labor Rate.
<b>Liens</b>	Any and every lien of any kind whatsoever against the Work, any monies due or to become due from LACMTA to Contractor, and/or any other property of LACMTA, for or on account of the Work, including any Public Lien.
<b>Low Voltage Generation and Distribution</b>	Provides 12 or 24 volt DC to properly charge and maintain the charge on low voltage batteries as well as provide power for a variety of bus systems including; lighting, multiplex and other control modules.
<b>Major Systems</b>	The engine, transmission, steering and axles, brakes, HVAC equipment, door systems including wheelchair ramp, lighting, electrical, Vehicle body, destination sign and air system.
<b>Notice of Acceptance</b>	Notice given by LACMTA to the Contractor that a Vehicle, including a Pilot Base or Option Vehicle, has passed all required tests and is being accepted by LACMTA into revenue service.
<b>Notice of Exercise of Options</b>	The Notice to the Contractor from LACMTA that LACMTA is exercising its option to purchase additional Vehicles under the provisions defined in the Section entitled Option Vehicles.
<b>Operational Life</b>	The intended engineered/design lifespan of equipment.
<b>Original Equipment Manufacturer (OEM)</b>	The manufacturer of the original equipment on a Vehicle or in any Unit or Part thereof. An OEM Standard is a standard, requirement, or recommendation of the OEM which shall apply to all similar equipment not manufactured by the OEM.
<b>Pilot Vehicle</b>	Vehicle manufactured following issuance of the Notice to Proceed, which after acceptance by LACMTA pursuant to the Section entitled, "PILOT VEHICLE" becomes the standard for production Vehicles that follow.

<b>Propulsion Power Assembly (PPA) - CNG</b>	<p>The Propulsion Power Assembly shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>a) Engine cradle (if applicable)</li> <li>b) Engine</li> <li>c) Transmission</li> <li>d) Turbocharger</li> <li>e) Radiator</li> <li>f) Alternator</li> <li>g) A/C Compressor</li> <li>h) Starter</li> <li>i) Heat Exchanger (transmission and engine)</li> <li>j) Oil filter (bypass filter if used)</li> <li>k) Muffler / Catalyst unit</li> <li>l) Any other component not mentioned above but required for the satisfactory and legal operation of the engine.</li> </ul>
<b>Primary Propulsion Unit (PPU) - ZEB</b>	<p>The Primary Power Unit shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>a) Traction Motor</li> <li>b) Transmission/Gearbox</li> <li>c) Radiator</li> <li>d) Electric System Controller</li> <li>e) A/C Compressor</li> <li>f) Charging Systems (Low/High Voltage)</li> <li>g) Cooling Systems</li> <li>h) Oil filter (bypass filter if used)</li> <li>i) Air Compressor</li> <li>j) Auxiliary Inverter</li> </ul> <p>Any other component not mentioned above but required for the satisfactory and legal operation of the Bus.</p>
<b>Preventive Maintenance Program</b>	Preventive maintenance program as referenced throughout this specification with the abbreviation "PMP".
<b>Project Manager</b>	LACMTA's Authorized Representative designated to manage the project (except LACMTA's Authorized Representative for Contract administration), and includes the Project Manager's duly authorized representative and any successor or successors duly appointed or any deputy or substitute who shall be appointed as an Authorized Representative by LACMTA, provided Contractor shall have received Notice of such designation or appointment.
<b>Related Defect</b>	Damage inflicted on a Vehicle or any Unit, part, component or subsystem as a direct result of a Defect.
<b>Subcontractor</b>	An individual or organization that enters into a Contract to furnish materials, labor and services or any combination thereof in connection with the Work directly for or in behalf of the Contractor and whether or not in privity of Contract with the Contractor or another Subcontractor of any tier.
<b>Supplier</b>	Any manufacturer, company, or agency, providing Units, components, subassemblies or parts for inclusion in the

	Vehicle (supplier items shall require qualifications by type and acceptance tests in accordance with requirements defined in the Quality Assurance Section).
<b>Traction Motor(s)</b>	Any motor drive system(s) whether axle or chassis mounted.
<b>Unit</b>	A term sometimes used to either individually or collectively to refer to a system, subsystem, component, assembly, subassembly or part of a Vehicle. Where applicable, the specific terms Vehicle, system, subsystem, and part may be used to describe specific Units of the Vehicle. See also Lowest Level Replaceable Unit defined in Warranty Requirements.
<b>Vehicle</b>	Another term for the entire Bus and all Units and parts thereof and shall include Base Order Vehicles and Option Vehicles. Also referred to as Equipment in the General Conditions.
<b>Working Drawings or Drawings</b>	All drawings necessary or required for the prosecution of the Work
<b>Work Program</b>	A Work Program includes specific repair procedures and/or work instructions, and a schedule for completion of such repairs (e.g. Fleet Defects).

## **SP-02 DBE PARTICIPATION**

The Contractor must have at all times an approved or not disapproved, Disadvantaged Business Enterprise (DBE) program on file as a Transit Vehicle Manufacturer (TVM) with U.S. Department of Transportation, Federal Transit Administration (FTA).

Prior to award of any Contract, the Contractor will be required to furnish and complete the certification of compliance with the provisions of 49 CFR Part 26 (Exhibit "B" DBE CERTIFICATION).

## **SP-03 ORGANIZATIONAL CONFLICTS OF INTEREST\***

This Contract is subject to the restrictions against organizational conflicts of interest promulgated by the Federal Transit Administration in FTA Circular 4220.1F dated November 1, 2008 or successor circulars. Contractor and its Subcontractors shall at all times comply with such restriction in connection with the Services it provides to and on behalf of LACMTA. Without limiting the generality of the foregoing, Contractor shall not provide Services to LACMTA, under this Contract, which would constitute or create an organizational conflict of interest, including but not limited to any of the following that could result in a lack of impartiality or impaired objectivity, unequal access to information, and biased ground rules, for this Contract or any other contract for LACMTA:

### **A. Influenced Specifications or Statement of Work**

The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, has been relied upon in

establishing, or significantly influenced, the specifications or Statement of Services under this Contract.

**B. Opportunity to Create Contracting Opportunities**

The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, afforded an opportunity for the Contractor to make or influence findings with respect to this Contract.

**C. Evaluation of Prior Work Product**

The Contractor would be in position to evaluate its own prior work product as part of this Contract, whether the prior work product is performed on behalf of LACMTA or another public or private entity; or as part of this Contract the Contractor would be in a position to assess its prior work product whether or not it was performed on behalf of LACMTA or another public or private entity.

**D. Access to Information**

The Contractor received confidential or other information as part of the services performed for LACMTA or another public or private entity which provides the Contractor with an unfair competitive advantage to obtain this Contract or another contract with LACMTA.

**SP-04 NOTICES AND SERVICE THEREOF\***

A. Any Notice legally required to be given by one party to another under the Contract, including but not limited to those regarding interpretation of the Contract or changes thereto, shall be in writing and dated. The Notice shall be signed by the party giving such Notice or by a duly authorized representative of such party.

B. Notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
Attention: Hernandez, Elizabeth  
Contract No. RFP No.: OP28367

C. All Notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its authorized representative or by registered mail or any certifiable delivery service addressed as follows:

(Information will be incorporated at time of award)

D. Any Notice of changes of address shall be given according to the provisions of this Special Provision.

**SP-05 APPROVED SUBCONTRACTORS**

Subcontractor	Services Performed	DBE/ MBE/ WBE
TBD		

## SP-06 PILOT VEHICLE

The Contractor shall produce **one Pilot Vehicle**. This Vehicle shall be one of the ultimate quantity of the Vehicle order. The Pilot Vehicle shall demonstrate that the Vehicles fully meet all requirements of the Contract. The Pilot Vehicle shall be produced and delivered to LACMTA for a minimum of ninety (90) days prior to the initiation of any production activities for the remaining vehicles unless otherwise authorized in writing by LACMTA. In the event that non-compliance is identified, LACMTA shall to the extent practicable notify the Contractor of said non-compliance. No later than the end of the ninety-day period, LACMTA shall issue a written report to the Contractor that advises the Contractor of any non-compliance issues and/or any proposed Modifications or changes required on the remaining Vehicles. Contractor shall perform the necessary corrective actions to address the non-compliance issues prior to acceptance of the Pilot Vehicle. Upon LACMTA's acceptance of the Pilot Vehicle, a Notice to Proceed shall be issued for Contractor to proceed with the manufacturing of the production vehicles.

In the event that the Pilot Vehicle does not initially comply with all performance criteria contained in the Technical Specifications, LACMTA shall have the right to retain a portion of any Milestone Payment that may have been established for the Pilot Vehicle. The amount to be withheld shall be based on the lack of compliance and may equal up to the entire Milestone Payment amount for the Pilot Vehicle. This amount shall be withheld until compliance is demonstrated. In the event that the compliance is subsequently determined to be impossible to achieve, LACMTA may require all or a portion of the Milestone Payment for the Pilot Vehicle to be forfeited as a penalty for the non-compliance. The amount of the penalty shall be negotiated by the parties.

## SP-07 CONFIGURATION AND PERFORMANCE APPROVAL

In order to assess the Contractor's compliance with the Technical Specifications, LACMTA and the Contractor shall jointly conduct a Configuration and Performance review of the Pilot Vehicle. In addition to the items listed below, the Pilot Vehicle review shall include any items identified for review during the Pre-Production Meeting (see SP-20 Pre-Production Meetings)

LACMTA, as a part of the Configuration and Performance Approval process, may permit certifications to be submitted in lieu of performance based on

physical testing (see the Technical Contract Deliverables, in the Technical Specification TS 88.3).

At a minimum, the following dimensional/performance tests shall be included in the Configuration and Performance Approval:

- a. Complete electrical system audit.
- b. Dimensional requirements audit
- c. Seating capacity
- d. Water Test
- e. Water runoff test
- f. Function test of systems/subsystems and components
- g. Sound / noise level tests
- h. Vehicle top speed
- i. Acceleration tests
- j. Brake stop tests
- k. Airflow tests
- l. PA function tests
- m. Air/brake system audit
- n. Individual axle weight
- o. Standee capacity
- p. Body deflection tests
- q. Silent alarm function test
- r. Interior lighting
- s. Exterior lighting
- t. Gradability test
- u. Kneeling system function
- v. HVAC pull down/heat
- w. Speedometer
- x. Outside air infiltration (smoke)
- y. Wheelchair Ramps

Engine performance qualification – this test shall be jointly conducted by Contractor and engine manufacturer (including but not limited to: charge air cooler performance, air to boil test, loss of coolant, fuel system electrical inputs, engine protection system).

Transmission performance qualifications- this test shall be jointly conducted by Contractor and transmission manufacturer (including, but not limited to: retarder operation, heat exchanger, interface with ABS, electrical inputs).

## **SP-08 FIRST ARTICLE/PRE-DELIVERY TESTS AND INSPECTION**

The purpose of a first article inspection is to confirm that any components, systems, subsystems, major assemblies, subassemblies, products, parts, apparatuses, articles and other materials comply with the Technical Specifications and other Contract documents.

LACMTA reserves the right to conduct a First Article Inspection (FAI) on one of the first ten (10) Vehicles (or LACMTA'S first order of vehicles) at the Contractor's plant to verify that the Vehicle complies with the terms of this

Contract including any changes agreed to during the Pilot Bus acceptance. Vehicles will not be released for delivery to LACMTA pending LACMTA's completion and approval of the First Article Vehicle. At LACMTA's sole option, LACMTA may conduct an FAI on each lot of the base order and on any subsequent Option order. If an FAI is required for an Option order, the selected Vehicle may be required to successfully pass all performance tests as required in the Technical Specification.

The Contractor's pre-delivery tests and inspections of all Vehicles shall be performed at or near the Contractor's plant; they shall be performed in accordance with the procedures defined in Quality Assurance Provisions, and they may be witnessed by the Resident Inspector and/or LACMTA Project Staff (as designated by the Contracting Officer). When the Vehicle passes the pre-delivery tests and inspections, the Resident Inspector shall authorize the Contractor to Deliver the Vehicles to LACMTA's designated point of delivery.

If the Contractor is delayed in Delivering Vehicles as a result of failure to pass the FAI, the delay shall be the responsibility of the Contractor and shall not be an excusable delay.

#### **SP-09 VEHICLE DELIVERY SCHEDULE**

The Vehicles shall be delivered at a rate not to exceed 10 Vehicles per week, Monday through Friday. Hours of delivery shall be 6:00 a.m. through 2:00 p.m. LACMTA will consider allowing deliveries outside of normal business hours with prior approval and on a case-by-case basis.

During the Pre-Award Site Visit, the Contractor shall provide its production schedule and/or other material to LACMTA for the purpose of verifying available production capacity to comply with the above stated schedule.

#### **SP-10 LIQUIDATED DAMAGES**

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in SP-09 Vehicle Delivery Schedule, except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, the LACMTA will be damaged thereby.

If Contractor does not deliver all of the Vehicles ordered by LACMTA under this Contract in a condition to be accepted by LACMTA within the time limit set forth in the Contract, damages will be sustained by LACMTA. It is, and will be, impracticable to determine the actual damages which LACMTA will sustain in the event of and by the reason of such delays. Therefore, pursuant to Government Code Section 53069.85 the Contractor shall pay LACMTA the sum of \$300.00 per Vehicle per day for each calendar day that each Vehicle is delayed beyond the scheduled delivery date set forth in the Contract. Liquidated damages for each Vehicle shall continue until that Vehicle is delivered, subject to extensions granted under the Changes

section of this Contract, including changes for Unavoidable Delays. In case liquidated damages are not paid, LACMTA may deduct the amount thereof from any money due or to become due the Contractor under the Contract.

#### **SP-11 ISSUANCE OF THE NOTICE TO PROCEED**

LACMTA may issue multiple Notices to Proceed. A Limited Notice to Proceed may be issued following Contract execution to initiate the Pre-Production process and manufacture of the Pilot Vehicle.

All production work performed by Contractor prior to Acceptance of the Pilot Vehicle by LACMTA shall be subject to rework and correction at Contractor's cost, to correct any Defects discovered during the Pilot Vehicle Acceptance process.

#### **SP-12 DELIVERY PROCEDURE**

Delivery of a Vehicle or Unit shall be complete upon Acceptance in writing by LACMTA's Project Manager or his designee pursuant to the Section entitled, SP-25 ACCEPTANCE OF VEHICLE. Upon Contractor's tender of Delivery to a designated point, LACMTA will take possession of the Vehicle or Unit for the purpose of inspection and testing.

Delivery of the Vehicles and Units shall be F.O.B. destination, at the designated point of delivery listed herein. The designated point of delivery shall be LACMTA's Service Support Center located at: 900 Lyon Street, Los Angeles, CA 90012, or other location designated as such in writing by LACMTA.

#### **SP-13 PERFORMANCE BOND/GUARANTEE**

The Contractor shall furnish, at its own expense, a performance guarantee in the form of a cashier's check, a letter of credit in a form approved by LACMTA before Proposal submission, or a performance bond from a surety duly licensed to do business in the state of California having a financial rating from A.M. Best Company of "A VIII" or better, in the amount of **15% of the Contract Price minus warranty** and shall remain in force until said obligations have been fulfilled. A separate Performance Bond shall be required for any Option Vehicles ordered under this Contract.

The bond amount may be reduced as follows for the Base Order and for any Option Orders:

1. To sixty-five (65) percent of the original Bond value when fifty (50) percent of the required number of buses are delivered and accepted;
2. To thirty (30) percent of the original Bond value when seventy-five (75) percent of the required number of buses are delivered and accepted; and
3. To zero (0) percent of the original Bond value when one hundred (100) percent of the required number of buses are delivered and accepted.



In the case that a surety becomes insolvent, its license is revoked or suspended, or in the case of a surety approved on the basis that it is listed as an approved federal surety and such federal approval is revoked or suspended, the Contractor, shall immediately notify LACMTA, and within five (5) days after notice, shall replace with an acceptable and sufficient surety or sureties. LACMTA may suspend payments on the Contract until a properly rated replacement performance bond is delivered by Contractor to LACMTA. The Contractor shall pay all costs of compliance with this Section. If the Contractor fails to do so, such failure shall be an event of default.

#### **SP-14 MOTOR VEHICLE POLLUTION REQUIREMENTS**

The Contractor shall furnish to LACMTA a certification in writing with each Vehicle delivered that:

- Vehicles will meet Federal and California pollution requirements.
- The horsepower of the Vehicle is adequate for the speed, range, and terrain in which it will be required to operate and meet the demands of all auxiliary power equipment.

#### **SP-15 ENGINE EMISSIONS CERTIFICATE**

The engine manufacturer shall certify to the lowest NOx level available for the engine being provided. Following the Notice of Intent to Award and prior to the completion of the Pilot Vehicle, the Contractor shall submit to LACMTA a signed copy of an Executive Order from the California Air Resources Board (CARB) which states the level to which the engine emissions are certified. This letter shall be in sufficient detail to be used by LACMTA to participate in the NOx trading program if said program is still in effect.

##### **Maximum Emission Levels for Transit Fleets following Alternate Fuel Path**

Year	Oxides of Nitrogen (NOx ) Grams per brake horsepower- hour	Particulate Matter (PM) grams per brake horsepower- hour
2010	0.2	0.01
2013	0.2	0.01
2016	0.02	0.01

#### **SP-16 DESIGN AND MANUFACTURING RESPONSIBILITY**

The Contractor shall be responsible for the design and manufacture of the Vehicles. Any omission from or error in description in this contract, including without limitation the Technical Specifications, or LACMTA's approval of any Unit, or element of design or construction, of any Vehicle shall not in any way relieve the Contractor of responsibility for the adequacy of the design, manufacture or performance of a Vehicle. The Vehicle shall be fit for its intended purpose and use. The provision of any drawings, Technical Specifications, or other data by LACMTA shall be solely for the purpose of

describing the product which is the subject matter of this Contract, and LACMTA does not thereby assume any responsibility whatsoever for the design or manufacture of any completed Vehicle or any Unit or portion thereof.

Notwithstanding any omission or misdescription from any specification:

- A. The Vehicle and any Unit thereof, and its associated equipment, must be of the best engineered design for the service intended and shall include an adequate margin of safety and durability into the design of Vehicle.
- B. The Contractor shall design and construct the Vehicles, and select the materials and equipment to obtain the strength and reliability required to achieve the maximum Operational Life for the Vehicles.
- C. The Contractor shall furnish adequate labor, tools and materials, parts and equipment necessary for manufacturing a complete Vehicle in accordance with the Contract.
- D. The Contractor shall have full responsibility for supplying all design, manufacturing, materials, parts and equipment required to make the Vehicle complete and ready for service. Unless required by the Technical Specification, fareboxes, radios, and other items that are installed by LACMTA shall not be the responsibility of the Contractor.

#### **SP-17 INTERCHANGEABILITY**

All Units delivered under this Contract, whether provided by a Subcontractor or Supplier, or manufactured by the Contractor, shall be duplicates in design, manufacture, and installed to assure Interchangeability among Vehicles in this Contract. This Interchangeability shall extend to the individual Units, components and parts as well as to their locations in the Vehicles. The requirement for interchangeability shall apply to the entire Contract.

For Option Vehicles, LACMTA will consider changes such as product improvements on a case-by-case basis. LACMTA's basic expectation for any such change is that the new product will perform at least as well if not better than the original. To that end, the Contractor shall be required to obtain and provide an extended warranty at no cost for any proposed change in components. The Contractor shall not be required to retrofit product improvements authorized for an Option Vehicle order to the Base Order. All such changes shall be processed pursuant to the Section entitled, CHANGES. The Contractor shall not modify any Unit approved on the Pilot Vehicles, including any of the listed Units contained on the Technical Submittal that was submitted with the Proposal, except by written Modification.

#### **SP-18 MATERIALS AND WORKMANSHIP RESPONSIBILITY**

The Contractor shall be responsible for all materials and workmanship in the manufacture of the Vehicles, any Unit and Parts thereof, whether the same

are manufactured by the Contractor or Subcontractor or purchased from a Supplier. This provision excludes LACMTA furnished equipment such as fare boxes and radios if applicable, and/or tires leased or supplied by LACMTA, except to the extent that such equipment is damaged by the failure of any Unit for which the Contractor is responsible, and except to the extent that the damage to such equipment is caused by the Contractor during the manufacture, testing or repair of the Vehicles.

## **SP-19 SPARE AND REPLACEMENT PARTS**

The Contractor guarantees the availability of spare and replacement parts for these Vehicles for a 15-year period (or the operational design life of the vehicle if greater than 15 years) after the date of the Acceptance of the final bus. Spare parts shall be of the latest configuration, interchangeable with the original components and shall be manufactured in accordance with industry standards and the quality assurance provisions of this Contract. Contractor and its Subcontractors and Suppliers agree to provide LACMTA with all documents necessary to make or manufacture spare parts after the 15 year period.

Contractor shall provide LACMTA Contract Administrator with a detailed list of spare and replacement parts on an excel spreadsheet. Any parts referred to as “sets” or “kits” are unacceptable and must be broken down to the component level on the spreadsheet. LACMTA requires the following information for each spare or replacement part:

1. Item by Item Listing
2. Affected System (i.e. PPA)
3. Quantity Provided
4. Product Name/Description (starting with the appropriate key word, followed by key word modifiers)
5. Major Classifications: Illustrated Parts Catalog Section (IPS) Name
6. Manufacturer's Name, Address and Telephone Number
7. Manufacturer's Part Number and Model Number
8. Unit of Measure (each, feet, etc.)
9. Unit Cost
10. Local Distributor (Name, Address, federal ID & Phone Number)
11. Distributor's Part Number
12. Authorized OEM Rebuild Facility (Name, Address and Phone Number)
13. Confirmation of whether the part is hazardous or not. Include MSDS sheet if hazardous
14. Recommended stocking quantities
15. Alternate Vendor Sources

### **Contractor Shipment:**

LACMTA will assign an internal purchase order number, item code and delivery location for the Contractor to use when creating packing slips for components on the Spare Part Package. The Contractor will provide copies of each packing slip before scheduling a spare parts delivery to LACMTA. Each pallet or crate, within a shipment, shall have a packing slip that

identifies the material inside each pallet or crate. All sequentially numbered packing slips will include:

- LACMTA's assigned purchase order
- LACMTA's assigned item code
- Manufacturer's number
- Illustrated Parts Catalog description and page number
- Quantity delivered and back ordered

## **SP-20 PRE-PRODUCTION MEETINGS**

In order to assess the Contractor's compliance with the Technical Specifications, LACMTA and the Contractor shall conduct at least one formal pre-production meeting. At the Pre-Production Meeting(s), Contractor and LACMTA shall jointly develop a configuration and performance review document for review of the Pilot Vehicle (also refer to SP-7 Configuration and Performance Approval). This document shall include appropriate performance standards for each test that is being required and the document shall become part of the official record of the pre-production meeting.

Unless otherwise agreed, one meeting shall be held at LACMTA's facility. At the first meeting, the Contractor shall make a formal presentation on their Quality Assurance Program for LACMTA'S review and comments. Contractor shall provide a formal production schedule at this meeting. The parties shall make best efforts to resolve all the issues/questions discussed at the pre-production meeting(s), to the satisfaction of LACMTA's Project Manager (or designee), within six (6) weeks after the date of the last Pre-Production meeting.

The Contractor shall prepare and issue formal minutes for each meeting no later than two (2) weeks following the meeting. The minutes shall be approved in writing by the representatives of the Contractor and LACMTA. Discrepancies noted in the minutes are to be reviewed further and every effort is to be made to resolve issues. The Project Manager will issue a written confirmation that all major open issues have been satisfactorily resolved.

## **SP-21 CONTRACT STATUS REPORTS**

Contractor shall provide written, weekly status reports following the initial Pre-Production Meeting (report format to be determined by LACMTA during the Pre-Production Meeting). In addition to weekly status reports, the Contractor is also required to participate in weekly status meetings via teleconference beginning on the date of the Notice to Proceed through the end of the warranty period. LACMTA and Contractor shall attempt to mutually agree on who is to attend all meetings. If agreement cannot be reached, LACMTA may designate the attendees and time of meetings.

## **SP-22 PRODUCTION CONTINUITY**

Contractor production gaps, if necessary, may occur during the production run. Production gaps shall be scheduled and approved in advance with LACMTA on a mutually acceptable schedule. Regardless of the production schedule, LACMTA Vehicle Series numbers, the Vehicle number located on the roof and other areas of the Vehicle, shall be sequential.

At LACMTA's sole option, LACMTA may conduct a FAI on each lot of the vehicle order or following any production gaps. If an FAI is required for any production gap, the selected Vehicles may be required to successfully pass all performance tests as required in the Technical Specification.

## **SP-23 ASSUMPTION OF RISK OF LOSS**

LACMTA shall assume risk of loss of the Vehicle upon taking Delivery of the Vehicle for inspection and testing, as described in SP-10, DELIVERY PROCEDURE. Except for the period when LACMTA takes possession of the Vehicle for inspection and testing, the Contractor shall have risk of loss of the Vehicle, including any damages sustained during the delivery operation until the Vehicle is delivered to the LACMTA Support Service Center. If a Vehicle is driven to the location of Delivery, drivers shall keep a maintenance log of the Vehicle in route and it shall be delivered to LACMTA with the Vehicle. If the Vehicle is rejected pursuant to SP-23, NON-ACCEPTANCE OF VEHICLES, and the Vehicle is tendered back to Contractor for any reason, Contractor has the risk of loss upon such tender.

## **SP-24 CONDITIONAL ACCEPTANCE AND ACCEPTANCE OF PRODUCTION VEHICLES**

Acceptance Testing of the Production Vehicles shall occur in accordance with all testing requirements set forth in SP-07 Configuration and Performance Approval of the Contract, including all submittals, corrective actions and retrofits. LACMTA will notify Contractor in writing of acceptance or rejection of each Bus, and in the case of rejection, the reasons therefore.

If, during Acceptance Testing, LACMTA determines that one or more Buses is suitable for operation in revenue service, but that it is not totally responsive to the Contract requirements, due to only readily correctable minor, non-safety critical discrepancies or open items, LACMTA may, at its discretion, issue a "Notice of Conditional Acceptance". The Notice of Conditional Acceptance shall define the corrective actions necessary to achieve Acceptance Test approval. Such conditionally accepted vehicles shall then be available to LACMTA for temporary use in revenue service to meet LACMTA's needs. Upon receipt of a Notice of Conditional Acceptance, Contractor shall immediately initiate and execute the necessary corrective action(s) for acceptance of such vehicle(s). Corrective actions shall not exceed 90 days for any Bus that has received a Notice of Conditional Acceptance. Failure to complete the corrective actions defined by the Notice of Conditional Acceptance shall result in LACMTA's issuance of Notice of Non-Acceptance pursuant to SP-26 Non-Acceptance of Production Vehicle. If a Notice of Non-Acceptance is issued to any Bus that was once Conditionally

Accepted, the Bus shall be subject to Liquidated Damages defined in article SP-10.

Vehicles that receive a Notice of Conditional Acceptance shall be eligible for milestone payment, and warranty.

#### **SP-25 ACCEPTANCE OF PRODUCTION VEHICLE**

Upon Contractor's Delivery of the Production Vehicle at a point of delivery, LACMTA shall take possession of the Vehicle and shall perform the inspections and tests described in the Quality Assurance Requirements. If the Vehicle passes the Acceptance Testing, LACMTA will accept the Vehicle and issue a Notice of Acceptance no later than the fifteenth day after Contractor delivers the Vehicle to the LACMTA Support Service Center. If LACMTA has not issued a Notice of Acceptance or Notice of Conditional Acceptance or Notice of Non-Acceptance, within the 16<sup>th</sup> day from Delivery, LACMTA will be deemed to have accepted the Vehicle on the date it places the Vehicle into revenue service.

#### **SP-26 NON-ACCEPTANCE OF PRODUCTION VEHICLE**

If the Contractor fails to complete the corrective actions defined by the Notice of Conditional Acceptance or if a Vehicle fails any inspection or test during Acceptance Testing, LACMTA shall provide Contractor with Notice of Non-Acceptance, which shall be effective until Contractor makes the repair or corrects the deficiency at its own cost and LACMTA accepts the Vehicle after retest and inspection.

If a Vehicle is not accepted or is conditionally accepted, the Contractor, or its designated representative shall be responsible for the correction of all deficiencies. The Contractor may request LACMTA to perform limited work related to correction of deficiencies. Such work shall be subject to full reimbursement of LACMTA's costs by the Contractor. If LACMTA agrees to perform such limited work, it shall remain the sole obligation of the Contractor to correct the deficiencies. LACMTA's responsibility will be strictly limited to competently performing the limited work designated by the Contractor in accordance with the contractor's instructions. The Contractor shall warrant all such LACMTA work in the same manner as it warrants its own work.

If a Vehicle is delivered but not accepted because of a deficiency, or the Contractor fails to correct and complete a conditionally accepted Vehicle, the Contractor shall have ten (10) days after LACMTA's Notice of Non-Acceptance to correct the deficiency. Liquidated Damages shall thereafter be assessed in accordance with Contract Article CP-08, until all deficiencies have been corrected and LACMTA has provided a Notice of Acceptance.

#### **SP-27 REPAIRS BY LACMTA**

If a Vehicle is delivered but not accepted by LACMTA, the Contractor may request LACMTA to correct deficiencies or perform repairs. LACMTA will only perform limited work or replace defective parts as instructed by Contractor. It is at LACMTA's sole discretion whether to agree to make any such corrective action or repairs. If LACMTA elects to perform the repairs the following conditions apply:

- 1) Parts Used. LACMTA shall make the repairs designated by the Contractor using Contractor specified parts available from LACMTA stock or those supplied by the Contractor specifically for this repair. LACMTA will provide reports of all repairs covered by this procedure to the Contractor for reimbursement or replacement of parts.
- 2) Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by LACMTA, these parts shall be shipped prepaid to LACMTA from any source selected by the Contractor within fourteen (14) days after receipt of the request for said parts.
- 3) Return of Defective Parts. The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
- 4) Reimbursement for Labor. Contractor shall reimburse LACMTA for labor in accordance with Warranty Requirements SP-38.11.5.
- 5) Reimbursement for Parts. Contractor shall reimburse LACMTA within 30 days after LACMTA submits a claim to Contractor for LACMTA owned parts that LACMTA used to effect repairs. The Contractor shall reimburse LACMTA using the parts costs provided in the Contractor's parts catalogue effective at the date of the repair and shall include taxes and a 25% markup for handling costs.

## **SP-28 OPTIONS**

### **A. Option Vehicles**

Contractor hereby grants LACMTA and any permissible assignee pursuant to Subsection B hereof, options ("Options") to purchase up to **xxx** additional Vehicles ("Option Vehicles"). The Options shall be valid for a period of five (5) years from the effective date of the Contract. Options that are exercised shall have a minimum quantity of 50 for CNG and 10 for ZEB Vehicles. There shall be no minimum order quantity for any permissible assignee pursuant to SP-29 ASSIGNMENT OF OPTIONS. Subject to LACMTA's right to order Modifications pursuant to the Article entitled Modifications in the General Conditions of this Contract, the Option Vehicles shall have the same specifications of the Vehicles purchased under this Contract. Metro may exercise the Options by written Notice to the Contractor ("Notice of Exercise of Option") at any time on or before five years following the Effective Date of Contract ("Option Date").

The Price of the Option Vehicles shall be the Unit Price of the base order Vehicles, ("Base Order Price") adjusted by multiplying the Base Order Price by the following fraction:

$$\frac{\text{Preliminary Index Number on Month Prior to Notice of Exercise of Option}}{\text{Index Number on Effective Date of the Contract}}$$

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413 published by the United States Department of Labor or if such Index is no longer in use, then such replacement which is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. However in no case shall the annual increase in the cost of a Vehicle created by the application of the above referenced Index exceed four percent (4%) unless the Contractor provides written evidence, such as Invoices from its Suppliers that its cost of any Major Subsystem has increased at a rate exceeding four percent (4%) per annum. In that event, in addition to paying an increase in the cost of Vehicle up to a four percent (4%) per annum, LACMTA will pay one half of that portion of the increase in the cost of the Major Subsystem that exceeds four percent (4%) per annum. In the event that the decision to exercise an Option occurs mid year, the maximum allowable increase of four percent shall be prorated.

The calculated increase shall be established by the above formula and shall not increase unless LACMTA does not issue the Notice to Proceed for the Option Vehicles within 60 days of the LACMTA Board's formal approval to purchase the Option Vehicles. In such instance, the PPI increase may continue to accrue subject to the limitation stated. At the time LACMTA chooses to execute the required Contract Modification, the PPI shall be recalculated and incorporated into the Contract Modification.

Within thirty (30) days after delivery of LACMTA's Notice of Exercise of Option to Contractor, Contractor shall submit a proposed delivery schedule. Along with the proposed delivery schedule, Contractor will provide LACMTA with access to its production schedule for the purpose of the parties verifying available production capacity. The production schedule shall include a reasonable time for mobilization and for coordinating with other Vehicle orders, and shall be based upon a production rate at least equal to the production rate actually realized with respect to the Base Order Vehicles. If the parties are unable to agree on a production schedule, the maximum term for the production of the Option Vehicles shall not exceed a total of 36 months after the date of Notice to Proceed with Option Vehicle production. LACMTA or any permissible assignee pursuant to Subsection B hereof may issue a Notice to Proceed at any time after the Contractor submits its proposed delivery schedule. Contractor shall not commence production of the Option Vehicles prior to issuance of the Notice to Proceed by LACMTA or any permissible assignee of LACMTA for the Option Vehicles incorporating the agreed production delivery schedule or the 36 month maximum term.



Except an otherwise specially provided in this Contract, all other terms of the Contract shall apply to the Option Vehicles.

B. Options for Items such as Special Equipment, Training Aids, Diagnostic Equipment

Contractor hereby grants LACMTA Options to purchase other equipment listed as Options on the Proposal Forms. Pricing for each Option shall be valid for two years after the Effective Contract Date.

## **SP-29 ASSIGNMENT OF OPTIONS**

LACMTA specifically reserves the right to assign part or all of its Options and Option Vehicles to any other public transportation agency or governmental entity under inter-governmental contracting procedures; pursuant to a form of assignment agreement attached hereto as Attachment C. LACMTA may assign any quantity of Options and Option Vehicles under an assignment. Any such assigned Options and Option Vehicles shall be produced in accordance with the terms of the Contract. The assignment shall be in writing, signed between LACMTA and the assignee, and acknowledged by the Contractor. Any assignment must be entered into within the effective period as defined in SP-28.

## **SP-30 TITLE**

Contractor shall provide to LACMTA adequate documents for securing title to the Vehicles in LACMTA's jurisdiction at least 10 calendar days before Contractor releases each Vehicle for delivery to LACMTA. The required documents shall be printed with one of the following security features:

1. sensitive security paper without added optical brighteners that will not fluoresce under ultraviolet light.
2. engraved border and prismatic-rainbow printing with Copy Void Pantograph (the work "void" appears when the document is copied).
3. 2 complex colors (colors developed by using a mixture of two or more primary colors and back if required) and 2 security threads, with or without watermark, and/or intaglio print, with or without latent image, and/or security laminate.

The Contractor warrants that the title shall pass to LACMTA free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character following LACMTA's Acceptance of each Vehicle. The document to secure title shall clearly state the following: "This vehicle meets California Emissions Standards."

## **SP-31 INSURANCE REQUIREMENTS**

Contractor shall procure and maintain insurance against claims for injuries to persons, or damages in property which may arise from or in connection with

the performance of the work hereunder by the Contractor, their agents, representatives, employees or Subcontractors for the duration of the contract. The insurance provided hereunder shall be available for the benefit of LACMTA and Contractor with respect to covered claims, but shall not be interpreted to relieve Contractor of any obligations hereunder. Contractor shall require all Subcontractors to be covered by Insurance on the same terms as the Contractor itself. The LACMTA (and their respective directors, officers, employees and agents) and other Indemnified Parties (if any) will be an additional insured on all policies excepting workers' compensation. All of the policies shall explicitly waive subrogation rights against indemnified parties and shall include "pay on behalf of" coverage for indemnified parties.

All insurance required hereunder shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VII or better or as otherwise approved by LACMTA and authorized or approved to do business in the State. All limits of liability set forth below are in U.S. dollars.

#### **A. Commercial General Liability Insurance**

The Contractor shall provide a policy or policies of commercial general liability insurance for bodily injury, property damage, personal injury and advertising injury and contractual liability that shall be as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG0001 or its equivalent). The coverage shall contain no special limitations on the scope of protection afforded to LACMTA et al. and is required to respond fully to all claims brought due to Contractor activities. Contractor and each of the Indemnified Parties (if any) shall be included, by endorsement, with a non-owned and hired automobile liability endorsement to the general liability policy.

The commercial general liability insurance coverage shall have a minimum limit of \$1 million combined single limit of liability for bodily injury, property damage and personal injury per occurrence, \$2 million general annual aggregate and \$2 million products/completed operations aggregate. Contractor shall maintain such insurance for the duration of the contract. LACMTA shall be an additional insured prior to the commencement of any work as to any insured loss or liability arising out of or in any way related to the Project.

#### **B. Workers' Compensation and Employer's Liability Insurance**

The Contractor shall provide a workers' compensation statutory limits policy in conformance with the laws of the State, and employer's liability insurance (for bodily injury or disease) with minimum limits of \$1 million per accident for bodily injury by accident, \$1 million per employee for bodily injury by disease, and \$1 million policy limit for bodily injury by disease.

#### **C. Automobile Liability Insurance**

The Contractor shall provide commercial automobile liability insurance covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, with limits of not less

than \$1 million, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office form number CA 0001 (Ed. 7/97) or equivalent.

**D. Excess Liability Insurance**

The Contractor shall provide umbrella or excess liability insurance with limits not less than \$20,000,000 which shall provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including Employer's Liability, Commercial General Liability and Commercial Automobile Liability insurance, in excess of the amounts set forth herein above.

**E. Subcontractor Insurance Requirements**

Contractor shall include all Subcontractors as insured under its policies or shall ensure that each Subcontractor maintains separate coverage to provide appropriate coverage to LACMTA in the event of loss. Contractor is required to monitor and maintain records of such coverage and provide proof of compliance to LACMTA upon request. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**F. Other Insurance Provisions**

**1. Premiums, Deductibles and Self-Insured Retentions**

The Contractor shall be responsible for payment of premiums for all insurance required under this Section. LACMTA shall have no obligation to pay any premium. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles, self-insured retentions and amounts in excess of the coverage provided. Any deductibles or self-insured retentions over \$200,000 must be declared and approved by LACMTA.

**2. Verification of Coverage**

Concurrently with the Contractor's execution hereof or on such later date on which coverage is required to be provided hereunder, the Contractor shall deliver to LACMTA a certificate of insurance with respect to each policy required to be provided by the Contractor under this Section. LACMTA shall have no duty to pay or perform under the Contract until such certificate(s), in compliance with all requirements of this Section, have been provided. Upon request by LACMTA, copies of each of the insurance policies (including renewal policies) required under this Section shall be provided for review.

The Contractor shall promptly deliver to LACMTA a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such certificate shall be delivered to LACMTA not less than 30 days prior to the expiration date or as soon as possible at the renewal period. If requested by certified duplicate copies of the renewal policy shall also be provided.

### **3. Endorsements and Waivers**

All insurance policies required to be provided by the Contractor hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the workers' compensation policy, only the following provisions (d) and (f) shall be applicable:

- (a) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insureds, additional insureds, and their respective directors, officers, employees, agents and consultants. Any insurance or self-insurance beyond that specified in the Contract that is maintained by an insured, additional insured, or their directors, officers, employees, agents and consultants shall be excess of such insurance and shall not contribute with it.
- (b) Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others shall not affect coverage provided to the other insureds or additional insureds (and their respective members, directors, officers, employees, agents and consultants).
- (c) The insurance shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (d) Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after 30 days prior written notice has been provided to LACMTA. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.
- (e) The commercial general liability insurance policy shall be endorsed to state that coverage for Subcontractor employees shall not be excluded.
- (f) Each policy shall provide coverage on an "occurrence" basis and not a "claims made" basis and no policy issued on an occurrence basis shall have any sunset clause requiring reporting within a specified period of time.

### **4. Waivers of Subrogation**

Contractor waives all rights of subrogation against LACMTA and each of their agents, employees, directors, officers and consultants for any claims to the extent covered by insurance obtained pursuant to this Section, except such rights as they may have to the proceeds of such insurance. The Contractor shall require all Subcontractors to provide similar waivers in writing each in favor of LACMTA et' al.. Each policy, including workers' compensation, shall include a waiver of any right of subrogation against all insureds (and their respective members, directors, officers, employees, agents and consultants).

## **5. Changes in Insurance Requirements**

LACMTA shall notify the Contractor in writing of any changes in the requirements applicable to insurance required to be provided by the Contractor. Any additional cost from such change shall be paid by LACMTA upon demonstrated evidence such as insurance carrier provided invoice or similar acceptable instrument that authenticates such cost.

## **6. No Recourse**

There shall be no recourse against LACMTA for payment of premiums or other amounts with respect to the insurance required to be provided by the Contractor hereunder, except for deductibles payable by LACMTA as specified herein.

## **7. Support of Indemnifications**

The insurance coverage provided hereunder by the Contractor shall support but is not intended to limit the Contractor's indemnification obligations, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status.

## **8. Prosecution of Claim**

Unless otherwise directed by LACMTA in writing, the Contractor shall be responsible for reporting and processing all potential claims by LACMTA or the Contractor against the insurance required to be provided under this Section. The Contractor agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of LACMTA, whether for defense or indemnity or both. LACMTA agrees to promptly notify the Contractor of LACMTA's incidents, potential claims, and matters which may give rise to an insurance claim by LACMTA, to tender its defense or the claim to the Contractor, and to cooperate with the Contractor as necessary for the Contractor to fulfill its duties hereunder.

## **9. Commencement of Work**

The Contractor shall not commence work under the Contract until it has obtained the insurance required under this Section, has furnished original certificates of insurance evidencing the required coverage as required under this Section and such insurance has been approved by LACMTA, nor shall the Contractor allow any Subcontractor to commence work under its Subcontract until the Subcontractor has obtained insurance as required under this Section.

#### **10. Contractors Failure to Comply**

If the Contractor or any Subcontractor fails to provide and maintain insurance as required herein, then LACMTA shall have the right but not the obligation, to purchase such insurance or to suspend the Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by LACMTA shall, at LACMTA's sole option, be deducted from amounts payable to the Contractor or reimbursed by the Contractor upon demand, plus interest thereon from the date of payment by LACMTA to the reimbursement date, at the lesser of (a) 10% per annum or (b) the maximum rate allowable under applicable Governmental Rules.

If on account of the Contractor's failure to comply with the provisions of this Section, LACMTA is adjudged to be a co-insurer or otherwise held responsible for all or any portion of a judgment, loss or settlement (through admission or stipulation by the Contractor or court decision) that would have been covered by insurance but for non-compliance with this Section, then any loss or damage it shall sustain by reason thereof shall be borne by the Contractor, and the Contractor shall immediately pay the same to LACMTA, upon receipt of written demand therefore and evidence of such loss or damage.

#### **11. Disclaimer**

The Contractor and each Subcontractor shall have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein.

LACMTA makes no representation or warranty that the coverage, limits of liability or other terms specified for the Insurance Policies to be carried pursuant to this Section are adequate to protect the Contractor against its undertakings under the Contract Documents or its liability to any third party or preclude LACMTA from taking any actions as are available to it under the Contract or otherwise at law. LACMTA shall not be limited to the amount of the insurance premium not paid in the proof of any damages it may claim against the Contractor arising out of or by reason of failure of the Contractor to provide and keep in force the insurance policies required by and on the terms of this Section, but LACMTA shall instead be entitled to recover the full amount of damages available.

#### **12. Due Care Required**

Nothing contained in this Section shall relieve the Contractor or any Subcontractors of its obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract.

## **SP-32 THE CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

- A. LACMTA shall review and approve all LACMTA-related copy proposed to be used by the Contractor for advertising or public relations purposes prior to publication. The Contractor shall not allow LACMTA-related copy to be published in its advertisements and public relations programs prior to receiving such approval. The Contractor shall ensure that all published information is factual and that it does not in any way imply that LACMTA endorses the Contractor's firm, service, and/or product.
- B. The Contractor shall refer all inquiries from the news media to LACMTA, and shall comply with the procedures of LACMTA's Public Affairs staff regarding statements to the media relating to this Contract or the Services.
- C. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform LACMTA about what action was taken to alleviate the situation.

## **SP-33 ANTI-DUMPING PROHIBITIONS**

The Contractor represents and warrants that its prices do not violate the anti-dumping or countervailing duty laws of the United States, including but not limited to 19 U.S.C. 1671 et. seq., as amended, and shall pay any duties or other penalties assessed under such laws. The Contractor shall indemnify and hold harmless LACMTA from any loss or expense, including but not limited to reasonable attorneys' fees that LACMTA may incur from any claim, demand, or investigation of alleged violation of said laws.

## **SP-34 NONRESTRICTIVE CLAUSES**

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description of the Unit. Wherever such names appear, the term "OR APPROVED EQUAL" is deemed to follow. The decision whether a proposed unit is an approved equal will be rendered by LACMTA.

Specifying a brand name of any Unit in this Contract shall not relieve the Contractor, or any Subcontractor or Supplier from its responsibility to design and produce the Unit to fully meet the performance specifications, the warranty and other contractual requirements. The Contractor shall provide written notice to LACMTA of any incorrect or inappropriate brand name or Unit that is listed or referred to in the specifications, and shall propose a suitable substitute for LACMTA's consideration and approval.

## **SP-35            APPROVALS**

No review, acceptance, approval or failure to object or comment (collectively "Approval") shall impose any liability on LACMTA or release or relieve Contractor of its sole responsibility to Deliver a Vehicle and Units thereof meeting all of the requirements of this Contract, nor shall such Approval waive affect in any way any of the Contractor's obligations, or duties, obligations or liabilities imposed on it by this Contract.

No act by LACMTA, including without limitation any certification by a LACMTA Authorized Representative, payment of money, payment for or Acceptance of any Vehicle or Unit, or any extension of time, or the taking of possession or use shall be a waiver by LACMTA of any provision of this Contract or of any power herein reserved to LACMTA or of any right to damages herein provided. Any waiver by LACMTA of any breach of this Contract shall not constitute a waiver of any other or subsequent breach.

## **SP-36            DOCUMENT APPROVAL AND REVIEW**

### **A. Document Approval**

Unless otherwise noted, documents requiring LACMTA "Approval" will be approved, conditionally approved or disapproved in writing within thirty (30) calendar days after receipt of the documents. Documents that are disapproved must be corrected and resubmitted within fifteen (15) calendar days after notice of disapproval. Conditionally approved documents must be corrected and resubmitted as directed in the notice of conditional approval. If no response is received by the Contractor within the thirty-day period, approval of the document is granted unless LACMTA extends the review period in writing for the document prior to the expiration of the thirty (30) day period. Neither approval nor waiver of such approval shall relieve the Contractor of the obligation to meet the requirements of the Contract. Corrections or revisions to the original submittals will be subject to the provisions of the Contract. Corrections or revisions to original submittals will be subject to the same approval cycle in writing for the document prior to the expiration of the thirty (30) day period.

### **B. Document Review**

All documents not requiring LACMTA approval but delivered and specified for LACMTA review shall be for information purposes only and the Contractor may proceed to work without delay.

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**OTHER CONTRACT DELIVERABLES (NON-TECHNICAL)**

In addition to the Contract Deliverables found in the Technical Specification TS-88.3, the following items represent Contract Data Deliverables and/or documents/test results that must be provided by the Contractor as required in the listed Contract Documents. While intended to be a comprehensive list, the Contractor and LACMTA acknowledge that the specification may contain implicit or implied additional requirements not contained in this list. The Contractor shall comply with such implicit or implied requirements. Compliance Methods include: Test - Tested by Contractor, Demo - Demonstrated by Contractor, Certificate - Applicable Certification less than two years old, Inspection – Inspection by LACMTA, LACMTA representatives or other governmental agencies, Deliverable – deliverable from Contractor, or Documentation – Analysis, Documentation or Meeting minutes as required or implied by the specification. All tests and demonstrations are to be documented in writing with the results provided to LACMTA. Unless otherwise noted, the Contractor shall provide a quantity of one (1) of each listed item.

SECTION	DUE	REQUIREMENT	COMPLIANCE METHOD	DISPOSITION
		<b>GENERAL CONDITIONS</b>		
GC-08	Prior to starting work.	An organization chart showing the proposed organization established by the contractor for the performance of the work, including: Lines of authority, responsibility, and communication; Office organizations, if any; and Names, titles, and functions of all supervisory and other key personnel.	Documentation	
GC-09	Within 14 days of Contract Execution	Copy of all executed subcontracts	Documentation	
GC-38	Upon completion of work or termination of the Contract	All documents and materials pertaining to technical data, patents and copyrights found in gc-36	Documentation	
		<b>REGULATORY REQUIREMENTS</b>		
RR-16B	20 days of	Bills of lading for each shell (if	Documentation	

SECTION	DUE	REQUIREMENT	COMPLIANCE METHOD	DISPOSITION
	shipping	applicable)		
		<b>SPECIAL PROVISIONS</b>		
SP-07	Post pilot	Configuration and performance review of the pilot vehicle	Documentation	
SP-08	1st 10 vehicles	First article inspection	Documentation	
SP-13/SI-1	Within 10 days of Contract Execution	Performance bond	Documentation	
SP-14	With each vehicle	Motor vehicle pollution requirements	Certificate	
SP-15	Pre-Pilot vehicle	Engine emission certificate	Certificate	
SP-20	Pre-Pilot vehicle	Pre-production meetings including QA presentation, formal production schedule and minutes no later than two weeks following each meeting.	Documentation	
SP-21	Weekly	Contract status reports	Documentation	
SP-23	Each vehicle	Driver's log and incident report	Delivery of each Vehicle if Driveaway Service is used.	
SP-30	Each vehicle	Title Documentation	Documentation	
SP-31	At contract execution	Certificate of Insurance	Documentation	
		<b>WARRANTY PROVISIONS</b>		
SP-40.3	Delivery of each Vehicle	Electronic list of serial numbers for units installed on each Vehicle	Documentation	
SP-40.7	Pre- Pilot Vehicle	Additions to warranty offered by component suppliers	Documentation	
		<b>QUALITY ASSURANCE</b>		
SP-41.1.1	Pre-prod	ISO 9001 Certificate	Certificate	
SP-41.2.2	Pre-prod	Evidence of calibration of tools and	Certificate	

SECTION	DUE	REQUIREMENT	COMPLIANCE METHOD	DISPOSITION
		equipment		
SP-41.2.2	Delivery	The quality assurance organization shall document and certify in writing that each transit Vehicle is manufactured in accordance with these controlled drawings and documentation.	Certificate	
SP-41.2.3	Pre-prod	Copies of certification from major suppliers acknowledging receipt of specifications	Certificate	
SP-41.2.5	Production	Vehicle inspection record with each Vehicle	Documentation	
SP-41.4.4	Production	Office for Inspectors as specified		
SP- 41.5.1	Pre-delivery	Acceptance Tests and Completed Vehicle inspection with each Vehicle	Documentation	
SP-41.5.3	Pre-delivery	Initial lubrication certification	Certificate	
SP-41.5.7	Pre-delivery	Complete Vehicle Documentation Package for each Vehicle	Documentation	
		<b>SUPPLEMENTAL INSTRUCTIONS TO PROPOSERS</b>		
SI-3	Prior to	Copy of the final Altoona Vehicle Test Report for the Vehicle being provided.	Documentation	

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## **SP-38 LOCAL EMPLOYMENT PROGRAM**

### **A. OBLIGATIONS OF CONTRACTOR**

The Contractor shall implement the Local Employment Plan and Local Facility Capital Investments as approved by LACMTA and set forth in Exhibit (TBD) of the Contract. The Contractor's Local Employment Plan Commitment Value for Local Workers' Wages and Benefits is \$\_\_\_\_\_. The Contractor's Local Employment Plan Commitment Value for Local Facility Capital Investments is \$\_\_\_\_\_. The Contractor's Total Local Employment Plan Commitment Value is \$\_\_\_\_\_.

### **B. STATE OF CALIFORNIA NEW FULL TIME EQUIVALENT (FTE) POSITIONS & LOCAL FACILITY CAPITAL INVESTMENTS**

The State of California Resident FTE Positions included under the Contractor's Local Employment Plan shall:

1. Include only Contractor and Subcontractor/Supplier with State of California Resident employees who provide work hours directly allocable to the OPXXX program in the State of California. Local Employees that also work on other projects may only be counted to the extent they perform work allocable to the OPXXX Contract. A Local Employee may be expressed as a percentage of one FTE. To be considered eligible for California resident status, workers must maintain a physical presence in California, show intent to make California his or her permanent home, and be a U.S. Citizen or be granted and maintain an allowable immigration status prior to the Contract award date.

Evidence of intent to make California one's permanent home prior to Contract award may include, but is not limited to:

- California voter registration and voting in California elections
  - California driver's license
  - California automobile registration
  - California State income tax obligation on total income
  - Ownership of residential property or continuous occupancy or renting of an apartment on a lease basis where your personal belongings are kept
  - Active savings and/or checking accounts in a California bank
  - Immigration status with legal capacity to establish California residency
  - Maintaining a permanent military address and home of record in California
  - Military leave and earning statements showing California as legal residence.
2. Not include 1) current employees; 2) former, furloughed, and/or laid off employees who are separated from employment with the Contractor or Subcontractor/Supplier (if applicable) on or after the

date of LACMTA's Notice of Intent to Award Letter; 3) employees who will not be working on the project; 4) employees hired by the Contractor or Subcontractor to work on other projects to fill in or replace current employees reassigned to OPXXX, 5) hours and costs that cannot be segregated and audited pursuant to internal Cost Accounting Systems of the Contractor or Subcontractors; 6) Work conducted outside of the State of California; 7) Work performed by Non-State of California residents.

The Local Facility Capital Investments included under the Contractor's Local Employment Plan shall:

1. Include only facility improvements, additions, upgrades, modifications, or major improvements (not ordinary repairs and maintenance) to existing facilities, leased facilities, or newly purchased facilities within the State of California. capital equipment investments may be included only if the equipment has an estimated useful life of at least two (2) years and is valued at \$5,000 or more for any individual item. Proposers may include lease costs in their local facility capital investments only if ownership is shifted from the lessor to the lessee by the end of the lease period.
2. Not include: lease costs without a lease to own agreement, utility costs, minor repair costs, capital equipment investments less than \$5,000 for any individual item, short term (less than 2 years) capital equipment investments or operating costs.

### C. REPORTS

The Contractor shall submit quarterly progress reports to LACMTA detailing its adherence to the commitments made in the Local Employment Plan. The quarterly report shall summarize the major actions taken during the prior quarter in implementation of the Employment, and shall:

1. Specify the total number of Local Employee Full Time Equivalent (FTE) work performed in that quarter by type (trade or craft), duration, and location, and disadvantaged worker status, and the annual value of those jobs (expressed in direct OPXXXX hours expended and people hired);
2. Describe the workforce development and training programs carried out during that quarter and the amount expended by the Contractor for such programs;
3. Describe the quarterly outreach and recruitments coordinated through workforce development and community groups that that led to new local hires and;
4. Describe the extent to which the Local Employment Plans producing long-term employment in skilled or trade labor;

5. Describe the value of construction performed toward the Facility Investment Commitment; include copies of design and construction contracts.

If any such report indicates that the Contractor has failed to achieve the Total Local Employment Plan Commitment Value for local employee wages and benefits, Disadvantaged Worker wages and benefits or Facility Investments set forth in its Local Employment Plan for the time period involved, the report shall include a corrective action plan designed to achieve the Total Local Employment Plan Commitment Value, including a time frame within which such corrective actions will be achieved.

#### **D. RELATION TO MILESTONE PAYMENTS**

LACMTA reserves the right to review and audit the Contractor's records, books and financial ledgers and cost accounting system at any time during the Contract term for purposes of determining the Contractor's compliance with Total Local Employment Commitment Value. In the event LACMTA determines that there has been a material failure of the Contractor or its Subcontractors/Suppliers to comply with any requirement of its Local Employment Plan, LACMTA shall notify the Contractor in writing and shall provide the Contractor with thirty (30) days to correct such non-compliance. If such non-compliance is not corrected to the satisfaction of LACMTA within such 30-day period (or such longer period as LACMTA may in its discretion allow), LACMTA may withhold a portion of the next Milestone Payment due to the Contractor under CP-02, in an amount that LACMTA determines in its discretion to be reasonable and appropriate based on the nature and extent of the Contractor's non-compliance. Any amounts withheld by LACMTA under this subsection shall be repaid to the Contractor, as part of the next Milestone Payment due, when the Contractor demonstrates to the satisfaction of LACMTA that it has corrected the non-compliance. Any withholding under this subsection shall not affect the right of LACMTA to exercise other remedies available under this Contract for the Contractor's non-compliance with its Local Employment Plan, including the right to terminate for default in the event of repeated instances of such non-compliance.

#### **SP-39 RELEASE OF INFORMATION\***

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the Los Angeles County Metropolitan Transportation Authority (Metro).

#### **SP-40 CONTRACTOR WARRANTY**

Except where longer warranty periods are specified by the Contractor, the Contractor warrants all Buses furnished under this Contract, including all equipment and materials, and all labor performance, shall be in full accordance

with the Contract requirements, and shall be fit for their intended purpose, and shall be free of all Defects in the design, materials, and workmanship for the time periods and mileage set forth below. In addition, the Contractor expressly warrants to LACMTA each complete Bus, Unit and Part as follows. All warranties hereunder are deemed and acknowledged to explicitly extend to the future performance of the Unit warranted. The warranty shall apply regardless of whether the equipment, materials or labor were furnished or performed by the Contractor or by any of its Subcontractors or Suppliers of any tier.

## **SP-40.1 COMPLETE BUS**

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for two years or 100,000 miles, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under "Inspection, Testing and Acceptance." The warranty is based on regular operation of the bus under the operating conditions prevailing in LACMTA's locale.

### **SP-40.1.1 BODY AND CHASSIS STRUCTURE**

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for three years or 150,000 miles, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension such as articulation joint and air ride beams, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of 12 years or 500,000 miles, whichever comes first.

### **SP-40.1.2 PROPULSION SYSTEM**

#### **40.1.2.1 CNG Propulsion System**

Propulsion system components, specifically the engine, transmission and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for five years or 300,000 miles, whichever comes first. The propulsion system manufacturers' standard warranties, delineating items excluded from the Warranty, submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

#### **40.1.2.2 Zero Emission Propulsion System**

Propulsion system components, specifically the traction system, controllers/inverters, and gear box shall be warranted to be free from Defects and Related Defects for twelve years or 600,000 miles, whichever comes first. Conventional drive train components, such as transmissions, and drive and non-drive axles, shall be warranted to be free from Defects and Related Defects for five years or 300,000 miles, whichever comes first. The propulsion system manufacturers' standard warranties, delineating items excluded from the

Warranty, submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

#### 40.1.2.3 Zero Emission Energy Storage

Energy storage system components shall be warranted to be free from Defects and Related Defects for twelve years or 600,000 miles, whichever comes first. The energy storage system manufacturers' standard warranties, delineating items excluded from the Warranty, submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

#### SP-40.1.3 MAJOR SUBSYSTEMS

Contractor warrants major subsystems to be free from Defects and Related Defects, for three years or 150,000 miles, whichever comes first. Documents delineating items the warranty coverage shall be submitted with the Proposal. Items included as Major Subsystems, as applicable, are listed below:

SUBSYSTEMS	YEAR(S)	MILEAGE
Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.	3	150,000
Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.	3	150,000
HVAC System: Roof and/or rear main unit only, excluding floor heaters and front defroster. AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.	3	150,000
Door systems: Door operating actuators and linkages.	3	150,000
Air compressor and dryer	3	150,000
Wheelchair ramp system: Ramp parts and mechanical only.	3	150,000
Starter	3	150,000
Alternator - Alternator only. Does not include drive system.	3	150,000
Fire Suppression system: Includes tank and extinguishing agent dispensing system.	3	150,000



Hydraulic Systems: Including power steering as applicable.	3	150,000
<b>Cooling Systems:</b> Radiator including core, tanks and related framework, including surge tank.	3	150,000
Multiplex system	3	150,000
Video Security System: including cameras and video recorder. Router.	3	150,000
Steering box	3	150,000
<b>Auxiliary Power System</b>	<b>3</b>	<b>150,000</b>
<b>Low Voltage Generation and Distribution</b>	<b>3</b>	<b>150,000</b>
<b>On Route/Shop Charging Equipment</b>	<b>12</b>	<b>n/a</b>
<b>All on-Board charging equipment</b>	<b>5</b>	<b>300,000</b>

#### **SP-40.1.4 EMISSION CONTROL SYSTEM**

Contractor warrants the Emission Control System (ECS) for five (5) years or 100,000 miles whichever comes first. The ECS shall include but is not limited to the following components:

- Complete exhaust system including Catalytic Converter, if required and/or diesel exhaust after treatment device
- Charge Air Cooler

#### **SP-40.2 EXTENSION OF WARRANTY**

If, during the warranty period, repairs or modifications on any Bus, made necessary by any Defect in design, materials or workmanship are not completed due to lack of material or inability to provide the proper repair for 30 (thirty) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

#### **SP-40.3 SERIAL NUMBERS**

Upon delivery of each bus, the Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- a. engine
- b. transmission
- c. alternator

- d. starter
- e. A/C compressor and condenser/evaporator unit
- f. drive axle
- g. power steering unit
- h. fuel cylinders (if applicable)
- i. air compressor
- j. wheelchair ramp (if applicable)
- k. DVR
- l. Router

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by LACMTA prior to delivery of the first production bus.

#### **SP-40.4 VOIDING OF WARRANTY**

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if LACMTA fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. The LACMTA shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

#### **SP-40.5 EXCEPTIONS AND ADDITIONS TO WARRANTY**

The warranty shall not apply to the following items:

- a. scheduled maintenance items
- b. normal wear-out items
- c. items furnished by LACMTA

#### **SP-40.6 PASS-THROUGH WARRANTY**

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver.

Contractor shall state in writing that the LACMTA's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the LACMTA to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the LACMTA. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

#### **SP-40.7 SUPERIOR/SPECIAL WARRANTY**

The Contractor shall pass on to the LACMTA any "Superior" or "Special" warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the LACMTA noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

#### **SP-40.8 FLEET DEFECTS OCCURRENCE AND REMEDY**

A Fleet Defect is defined as cumulative failures of twenty (20) percent of the same components (part number) within the Bus Fleet (see Special Provisions definition of Bus Fleet) where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected. In cases where there are multiple components/systems on each bus (e.g. passenger seats), a single failure found on 20% of the buses may be considered a fleet defect.

For the purposes of Fleet Defects, each Option Order shall be treated as a separate Bus Fleet. Should there be a change in a major Unit within either the Base Order or an Option Order, the Buses containing that new major Unit shall become a separate Bus Fleet for the purposes of Fleet Defect.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After a Fleet Defect is declared, LACMTA and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. LACMTA may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units.

#### **SP-40.9 EXCEPTIONS TO FLEET DEFECT PROVISIONS**

The Fleet Defect warranty provisions shall not apply to LACMTA-supplied items such as fareboxes, radio and fare collection equipment, communication systems, and tires.

The Fleet Defect provisions shall not apply to Fleet Defects caused by LACMTA's non-compliance with the Contractor's minimum recommended normal preventative maintenance practices and procedures as contained in then current

maintenance manuals supplied by the Contractor to LACMTA; provided, however, the Contractor, in the denial of Fleet Defect status must demonstrate by adequate proof that LACMTA did not comply, and if adequate proof is not provided, the Fleet Defect provisions shall apply.

## **SP-40.10 REPAIR PERFORMANCE**

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, LACMTA will allow the Contractor or its designated representative to perform such Work. At its discretion, LACMTA may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor. Repairs made by LACMTA will be to the Lowest Line Replacement Unit (LLRU). LLRU is defined as the minimum unit which must be removed from a bus to affect a repair.

## **SP-40.11 REPAIRS BY THE CONTRACTOR**

### **SP-40.11.1 VENDOR FAILURE NOTIFICATION (VFN)**

LACMTA may issue a VFN to the Contractor's designated local service representative via email to request a Contractor's response to a potential warrantable defect. Within two (2) working days after receipt of a Notice of Defect (VFN), LACMTA and the Contractor shall attempt to resolve the status of warranty coverage on the Unit. When a VFN is determined to be warrantable, the Contractor's shall initiate repairs within three (3) working days after receipt of VFN.

### **SP-40-11.2 REPAIR WORK BY CONTRACTOR**

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

At the sole discretion of LACMTA, as determined on a case-by-case basis, parts used from its own stock, shall be replaced by the Contractor. The Contractor must replace each part used from LACMTA stock with a new part within thirty (30) calendar days from issuing a warranty claim to a LACMTA designated location. All costs associated with replacing spare parts shall be borne by the Contractor.

## **SP-40-12 REPAIRS BY LACMTA**

### **SP-40.12.1 PARTS USED**

If LACMTA performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, LACMTA may use Contractor-

specified parts available from its own stock if deemed in its best interests. Contractor is expected to maintain locally, a reasonable inventory of commonly used replacement parts when making warranty repairs.

#### **SP-40.12.2 Contractor-Supplied Parts**

LACMTA may require that the Contractor supply parts for warranty-covered repairs being performed by LACMTA. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to LACMTA from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling and restocking charge.

#### **SP-40.12.3 Defective Component 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 paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

#### **SP-40.12.4 Failure Analysis**

The Contractor shall, upon specific request by LACMTA, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed, including any rejected components from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts. All rejected claims shall have failure analysis.

#### **SP-40.12.5 Reimbursement for Labor And Other Related Costs**

The LACMTA shall be reimbursed by the Contractor for labor. The amount shall be determined by LACMTA for a qualified "A Mechanic" at their standard wage rate per hour, plus 80 percent for fringe benefits and overhead. Should a Contractor request LACMTA to transport vehicles to a vendor/subcontractor for repairs, the Contractor shall reimburse LACMTA for all expenses incurred.

If required, Contractor shall reimburse LACMTA for costs associated with towing or moving a bus if such action was necessary and if the bus was in the normal service area. Also, the Contractor shall assume all liability for damage from the time the vehicle is released from LACMTA's custody until it is returned.

#### **SP-40.12.6 In Service Bus Delay, Change Or Bus Cancellation (ROADCALLS)**

Any warranty defect requiring an in-service change or delay or a bus cancellation will be charged at \$250.00 per event plus towing costs assessed under this Contract other than for the cost of the in-service bus change. The LACMTA shall maintain documentation, auditable by the Contractor, verifying service activities related to in-service bus delays or cancellations.

### **SP-40.12.7 Reimbursement for Parts**

LACMTA shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price of the Contractor's parts catalogue effective at the time of repair and shall include taxes where applicable, plus twenty-five (25) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and returned to LACMTA storeroom it was taken from within 72 hours. If the Contractor does not provide a parts catalogue, the LACMTA's last purchase price shall prevail.

### **SP-40.12.8 Reimbursement Requirements**

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after LACMTA submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. If approved warranty claims are not paid within 60 days, LACMTA reserves the right to charge interest on any such claims that exceed 60 days. LACMTA may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

### **SP-40.13 WARRANTY AFTER REPLACEMENT/REPAIRS**

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by LACMTA with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor."

The warranty on items determined to be Fleet Defects shall be suspended at the time that a fleet defect status is established. Warranty on fleet defect units shall be as follows: if the unit is repaired by the Contractor, or by LACMTA with the concurrence of the Contractor, the Unit shall have the remaining warranty as required by this contract; if the unit is replaced by the Contractor, or by LACMTA with the concurrence of the Contractor, the unit shall have the remaining warranty as required by this Contract or the OEM's standard warranty, which ever is greater. This suspended warranty shall again become effective on the repair/replacement date for corrected items on each Bus.

### **SP-40.13.1 Warranty Processing Procedures**

The following list represents requirements by the Contractor to LACMTA for processing warranty claims. One failure per bus per claim is allowed.

- a. bus number and VIN
- b. total vehicle life mileage at time of repair
- c. date of failure/repair
- d. acceptance/in-service date
- e. Contractor part number and description
- f. component serial number
- g. description of failure
- h. all costs associated with each failure/repair (invoices may be required for third-party costs):
  - towing
  - road calls
  - labor
  - materials
  - parts
  - handling
  - troubleshooting time

#### **SP-40.14 FORMS**

LACMTA's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and Agency.

#### **SP-40.15 RETURN OF PARTS**

When returning defective parts to the Contractor, LACMTA shall tag each part with the following:

- a. bus number and VIN
- b. claim number
- c. part number
- d. serial number (if available)

#### **SP-40.16 TIMEFRAME**

Each claim must be submitted no more than forty five (45) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than sixty (60) days from date of repair. Labor only claims (no parts were used and bus manufacturer is solely responsible for the failure) can be submitted up to 60 days from failure.

#### **SP-40.17 REIMBURSEMENTS**

The Contractor shall reimburse LACMTA for all costs associated with performing warranty work. Reimbursement checks shall be sent to:

Los Angeles County Metropolitan Transportation Authority  
Cash Operations  
One Gateway Plaza

Mail Stop 99-21  
Los Angeles, Ca 90012

A copy of the reimbursement check including the listing of warranty claims covered by the check shall simultaneously be sent to:

Los Angeles County Metropolitan Transportation Authority  
Warranty Processing Center  
900 Lyon Street  
Mail Stop 30-2-1  
Los Angeles, Ca 90012

#### **SP-40.18 LOCAL SERVICE SUPPORT**

The Contractor shall provide local service support resources to perform “off-site” warranty repairs and bus acceptance work (make-ready) in accordance with SP-22 Acceptance of Vehicle. The Contractor shall have the ability to perform all bus acceptance and warranty repairs locally, including, but not limited to, complete repairs of any Unit. Warranty repair and bus acceptance work shall occur within 50 miles of LACMTA’s Service Support Center located at 900 Lyon St., Los Angeles CA 90012. LACMTA may visit Contractor's repair and acceptance site to monitor and review repairs on LACMTA vehicles. The Contractor is responsible for towing costs and/or labor associated with bringing a bus to either the service center or a subcontractor facility. Weekly progress reports are to be provided for all repair work.

#### **SP-40.19 SERVICE REPRESENTATIVE(S)**

The Contractor shall submit with the Submittal a list containing the name, address, and telephone number of the representatives responsible for assisting LACMTA, as well as the location for off-site repair and maintenance of the buses to be supplied. The Contractor shall, at its own expense, provide a full-time dedicated LACMTA service representative to respond to technical support and warranty issues.

Unless previous arrangements are made with LACMTA, the individual must be available to respond to LACMTA technical or warranty issues via email or phone within a maximum of 8 hours on a 24-hour a day basis. This individual's principal point of contact at LACMTA shall be LACMTA's designated Project Manager or designee.

#### **SP-40.20 LIQUIDATED DAMAGES (WARRANTY)**

LACMTA reserves the right to assess liquidated damages when warranty repairs are not completed by the end of the initial 30 (thirty) calendar days. Warranty repairs that go beyond the 30 calendar day period will be assessed liquidated damages of \$300 per day, per bus.

#### **SP-41 CONTRACTOR’S IN-PLANT QUALITY ASSURANCE REQUIREMENTS**



## **SP-41.1 Quality Assurance Organization**

### **SP-41.1.1 Organization Establishment**

The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management. The organization shall be organized and function according to the procedures contained in the Contractor's ISO 9001 Certification. A copy of the certification shall be provided upon issuance of a Notice of Intent to Award Contract.

### **SP-41.1.2 Control**

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

### **SP-41.1.3 Authority and Responsibility**

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

## **SP-41.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS**

### **SP-41.2.1 Minimum Functions**

The quality assurance organization shall include the following minimum functions:

- a. **Work instructions:** The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- b. **Records maintenance:** The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of five (5) years after inspections and tests are completed.
- c. **Corrective actions:** The quality assurance organization shall detect and report to LACMTA significant quality issues, and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

### SP-41.2.2 Basic Standards And Facilities

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

- a. **Configuration control:** The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.
- b. **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 buses 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. Contractor shall provide evidence of calibration of tools and equipment at the Pre-Production meeting.
- c. **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. At a minimum, production tooling needs to be checked at least every 50 buses.
- d. **Equipment use by resident inspectors:** The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses 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.

### SP-41.2.3 Maintenance of Control

The Contractor shall maintain quality control of purchases:

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

- b. **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 buses.
- c. **Vendor Certifications:** Contractor shall provide LACMTA with copies of certifications from all major suppliers acknowledging receipt of the applicable Contract Specifications. Said certificates shall be presented within 30 days following the final Pre-Production meeting.

#### **SP-41.2.4 Manufacturing Control**

- a. **Controlled conditions:** The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented Work instructions, adequate production equipment and special working environments if necessary.
- b. **Completed items:** A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- c. **Nonconforming materials:** The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition of non-conforming materials.
- d. **Statistical techniques:** Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.
- e. **Inspection status:** A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

#### **SP-41.2.5 Inspection System**

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

- a. **Inspection personnel:** Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
- b. **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 bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then LACMTA shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

- c. **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 LACMTA.

## **SP-41.3 INSPECTION**

### **SP-41.3.1 INSPECTION STATIONS**

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

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

## **SP-41.4 RESIDENT INSPECTORS**

### **SP-41.4.1 Resident Inspector's Role**

LACMTA shall be represented at the Contractor's plant by resident inspectors, as required by FTA. Resident inspectors may be Agency employees or outside contractors. LACMTA shall provide the identity of each inspector and shall also identify their level of authority in writing. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor

of its responsibility to meet all of the requirements of this procurement. LACMTA shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings," "Authority" and "Pre-Delivery Tests," below. Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this Section.

#### **SP-41.4.1.1 Inspection Memorandum**

LACMTA's Resident Inspectors will express concerns pertaining to manufacturing issues or contract compliance using Inspection memoranda contained in a Master Resolution List (MRL). There shall be a separate MRL for the Pilot Bus and for the remaining production Buses. It is expected that the MRL shall be electronic and shall be regularly updated by both parties. The configuration of this document shall be agreed upon during the Pre-Production Meetings. The Contractor shall reply to all urgent matters in writing within 24 hours. It is expected that an electronic matrix of all production issues, speed memos and other correspondence will be developed and transmitted via email to expedite this process.

#### **SP-41.4.2 Pre-Production Meetings**

The primary resident inspector may participate in design review and pre-production meetings with LACMTA. At these meetings, the configuration of the buses and the manufacturing processes shall be finalized, and all Contract documentation provided to the inspector.

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector may meet with the Contractor's quality assurance manager and may conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

#### **SP-41.4.3 Authority**

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

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

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to

be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, LACMTA shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

The primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly Work under this Contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of Defects.

#### **SP-41.4.4 Support Provisions**

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs. As an alternative, Contractor may supply a combination plain paper fax, copier and printer. In addition, two (2) large erasable white board with markers, one bulletin board and one printing calculator shall be provided.

The Contractor shall provide access to the Contractor's LAN server to both send and receive email. The required email address shall be "TBD@METRO.net"

#### **SP-41.4.5 Compliance with Safety Requirements**

At the time of the Pre-Production meeting, the Contractor shall provide all safety and other operational restrictions that govern the Contractor's facilities. These issues will be discussed and the parties will agree which rules/restrictions will govern LACMTA's inspector(s) and any other Agency representatives during the course of the Contract.

### **SP-41.5 ACCEPTANCE TESTS**

#### **SP-41.5.1 RESPONSIBILITY**

Fully documented tests shall be conducted on each production bus following manufacture to determine its acceptance to LACMTA. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by LACMTA after the buses have been delivered. Acceptance Tests and Completed Vehicle inspection documentation shall be presented to LACMTA upon delivery of each Bus.

#### **SP-41.5.2 INITIAL ENGINE START-UP**

The fuel system shall be filled and pressure tested after installation of the engine in the Bus and before it is initially started. The pressure test shall ensure that the

fuel system is free of leaks. This requirement shall be verified with the fuel system and lines at working pressure. Starting aids, such as ether, shall not be used to start engines.

### **SP-41.5.3 INITIAL LUBRICATION**

All assemblies shall be lubricated in accordance with manufacturer recommendations before the Bus is operated on the road. This shall include, but not limited to proper engine oil, transmission fluid, hydraulic system oil levels, and grease applied to all zerk fittings. Initial lubrication certification shall be presented to LACMTA upon delivery of each Bus.

### **SP-41.5.4 PRE-DELIVERY TESTS**

The Contractor shall conduct acceptance tests at its plant on each Bus following manufacture completion and before submittal to LACMTA for "Completed Bus" inspection. Contractor pre-delivery tests shall include visual and measured inspections, as well as testing the total Bus operation. The underfloor equipment shall be made available for inspection by the Resident Inspectors using a pit or Bus hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the Contractor to easily and safely inspect Bus roofs. The Contractor shall provide a driver for road test, water booths for water test, and personnel equipment and facilities for any other tests LACMTA requests.

Delivery of each Bus shall require written authorization of the Senior Resident Inspector or his designee. An executed copy of the authorization shall accompany the delivery of each Bus.

The Resident Inspector has the right to witness inspections and testing for all Buses prior to delivery including any additional tests conducted by or on behalf of the Contractor. The Contractor's pre-delivery test shall be scheduled and conducted with sufficient notice so that they may be witnessed by the Resident Inspectors, who may accept or reject the results of the test. The tests shall be conducted and documented in accordance with written test plans which are to be provided to LACMTA. Additional tests may be conducted at the Contractor's discretion to ensure that the completed Buses have attained the desired quality and have met the requirements of the technical specifications. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

### **SP-41.5.5 VISUAL AND MEASUREMENT INSPECTIONS**

Visual and measurement inspections shall be conducted with the Bus in a static condition. The purpose of the inspection testing is to verify:

- a) Overall dimension and weight requirements
- b) Required components are included and ready for operation
- c) Components and subsystems functionally operate with the Bus as designed in a static condition.

## **SP-41.5.6 OVERALL BUS OPERATION**

Overall Bus operation shall be evaluated during road tests. The purpose of the road test is to observe and verify the operation of the Bus as a system and to verify the functional operation of the sub-systems which can be operated only while the Bus is in motion.

Each Bus shall be driven for a minimum 35 miles during the road test. If requested, computerized diagnostic printouts showing the performance of each Bus shall be produced and provided to LACMTA. Observed defects shall be recorded on the test forms. The Bus shall be re-tested when defects are corrected and adjustments made. This process shall continue until defects are no longer detected. Results shall be pass/fail for these Bus operation tests.

## **SP-41.5.7 PRE-DELIVERY BUS DOCUMENTATION PACKAGE (BDP)**

Prior to presenting each Bus for inspection, the Contractor's quality assurance organization shall be responsible for preparing a documentation package for each Bus. When completed following LACMTA inspection, the BDP shall be inserted into a manila envelope which shall be labeled with the LACMTA Bus number on the front of the envelope. This envelope shall be placed into the Bus and shall be presented to LACMTA upon delivery of the Bus in Los Angeles.

At a minimum, each BDP shall contain the following items:

1. BDP Check-off Sheet listing the following:
2. QA Certificate of Completion (signed by Contractor QC representative).
3. CNG pressure test certification.
4. Water test Certification.
5. Alignment and Steering Stop Adjustment Certification.
6. Smoke Opacity Test (Exhaust Emissions).
7. LACMTA "Completed Bus" Inspection document.
8. Copy of defects noted during LACMTA Completed Bus inspection.
9. List of "Open Items" .
10. VIN number (copy of bus data plate)
11. Certificate of Origin
12. Weight slip (curb weight)
13. Certificate of compliance for high voltage/energy storage protective devices, if applicable.
14. Component Serial Number List - List of serialized components installed on each Bus to include, but not limited to:
  - Engine
  - Transmission
  - Alternator
  - Starter
  - A/C Compressor
  - Drive Axle
  - Power Steering Unit
  - Air Compressor
  - CNG Fuel Cylinders with installation location diagram.



- Other serialized components for which the Contractor will require serial numbers for the processing of warranty claims.

Open items may be considered and approved by LACMTA on a case-by-case basis only prior to bus shipment. They may include material which is missing, damaged, or non-compliant.

The BDP shall be well organized and be contained in a suitable binder clearly showing the LACMTA bus number on the outside. Item number 1 (above) shall be clearly visible and prominent when the BDP is opened.

## **SP-41.5.8 POST-DELIVERY TESTS**

LACMTA may conduct acceptance tests on each delivered Bus. These tests shall be completed within 15 days after Bus delivery. The purpose of these tests is to identify defects that have become apparent between the time of Bus release and delivery to LACMTA. The post-delivery tests shall include visual inspection and Bus operations.

Buses which fail to pass the post-delivery tests are subject to non-acceptance. LACMTA shall record details of all defects on the appropriate test forms and shall notify the Contractor of the non-acceptance of each Bus within 5 days after completion of tests. The defects during these tests shall be repaired according to the procedures defined in this Contract. A Contractor's representative shall be present during post-delivery test days.

## **SP-41.6 POST DELIVERY INSPECTION**

The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the Bus in a static condition. Any visual damage shall be identified and recorded during the post delivery inspection of each Bus.

### **SP-41.6.1 BUS OPERATION**

The road tests for total Bus operation are similar to those conducted at the Contractor's plant. Operational deficiencies of each Bus shall be identified and recorded and shall be resolved as provided in this Contract.

### **SP-41.6.2 OIL DRAIN**

If required by the OEM manufacturer, Buses that are driven from the Manufacturing site to LACMTA shall have engine and transmission oils and all filters, including fuel filters, changed by Contractor prior to acceptance by LACMTA.

### **SP-41.6.3 BOLT TORQUE**

Upon a buses arrival in Los Angeles – Contractor shall be required to re-torque and mark any structural bolts and fasteners as recommended in the Contractors Maintenance Manual.

## **SP-42 PAYMENT OF PREVAILING AND LIVING WAGES / REPORTING**

This Contract is subject to the provisions of California law regarding Public Works, including, but not limited to California Labor Code Sections 227, 1021, and 1720 through and including 1861, together with all applicable regulations (e.g. Title 8 California Code of Regulations, Section 16001 et. seq.). In addition to the requirements for payment of prevailing wages set forth in the Labor Compliance Manual, this Contract, if federally funded, is also subject to payment of prevailing wages under federal law by the Davis Bacon Act, as determined by the US Department of Labor. All pertinent federal and state statutes and regulations, including but not limited to those referred to above are hereby incorporated by reference into this document as though set forth in their entirety.

This Contract is also subject to the payment of a living wage, as set forth in the Living Wage Policy (LWP). Contractors under contract for the furnishing of service to or for Metro and that involve expenditures in excess of \$25,000 and a contract term of at least three (3) months, shall comply with the provisions in the LW P.

In the event of a conflict between LACMTA's living wage, the prevailing wage under state law as determined by California authorities and the prevailing wage under federal law as determined by the U.S Department of Labor, the Contractor shall pay at minimum the highest of the three (3) wages.

Prevailing Wage Reporting System — LACMTA may require, at time of award, the Contractor to utilize LACMTA's online "Prevailing Wage Reporting System," in lieu of hard copy manual submittals, for the following documents:

- Certified Payroll and other related documents if applicable
- Project Labor Agreement related documents (if applicable)
- Construction Careers Policy monthly reports and related documents (if applicable)

## **SP-43 SERVICE CONTRACT WORKER RETENTION POLICY**

This Contract may be subject to the Service Contract Worker Retention Policy ("SCWRP") which is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRP which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the Los Angeles County Metropolitan Transportation Authority (Metro) and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor,

if any, as provided for in the SCWRP. Metro has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if Metro determines that the subject contractor violated the provisions of the SCWRP.

## **SP-44 BUY AMERICA CERTIFICATION**

### **A. Buy America Certification**

1. As described in Regulatory Requirements Section RR-15 of this RFP, this Contract is subject to the "Buy America" statutory requirements of 49 USC §5323U) and regulatory requirements of 49 CFR Part 661, as may be amended from time to time. Proposer's attention is directed to 49 CFR §661.11, Rolling Stock Procurements. Proposer has the responsibility to comply with the above cited provisions and any other governing statutes and regulations, including official interpretations.
2. Proposers shall execute the appropriate "Buy America" certification in the Proposal Documents. Failure to do so will make the Proposal non-responsive. The two signature blocks on the "Buy America" Certificate are mutually exclusive. Proposer shall sign only one signature block on the Certificate. Signing both signature blocks will make the Proposal non-responsive. Knowingly and willfully making a false certification is a criminal act under 18 USC §1001.
  - 2.1 The Proposer who has submitted an incomplete "Buy America" certificate or incorrect certificate of non-compliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and non-compliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) Days of Proposal opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Proposer will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Proposer will simultaneously send a copy of this information to LACMTA.
  - 2.2 The FTA Chief Counsel may request additional information from the Proposer, if necessary. LACMTA may not make Contract Award until the FTA Chief Counsel issues his/her determination, except as provided in 49 CFR Part 661.15(m).
  - 2.3 Certification based on ignorance of proper application of the "Buy America" requirements is not an inadvertent or clerical error.

3. Any party may petition FTA to investigate a successful Proposer's compliance with the "Buy America" certification. The procedures are set out in 49 CFR Part 661.15. If FTA determines the evidence indicates noncompliance, FTA will require LACMTA to initiate an investigation. The successful Proposer has the burden of proof to establish compliance with its certification. If the successful Proposer fails to so demonstrate compliance, the successful Proposer will be required to substitute sufficient domestic materials without revision of the original Contract terms or increase in the Contract Price. A willful failure to comply with a certification will be a breach of the Contract and may lead to the initiation of debarment or suspension proceedings under 49 CFR Part 29.

B. Buy America Pre-Award and Post-Delivery Audit Requirements.

- a. Proposer/Supplier agrees to provide the information requested by LACMTA in order for LACMTA to meet the pre-Award and post-Delivery audit requirements of 49 USC. §5323(m) and 49 CFR Part 663.
2. Pre-Award Audit Requirements: If Proposer certifies compliance with Buy America as set forth in these Special Provisions, Proposer shall submit documentation which lists 1) component and subcomponent parts of the Vehicle, as defined by 49 CFR Part 661, to be purchased, identified by manufacturer of the part, its country of origin and cost; 2) the location of the final assembly point for the Vehicle; and 3) a description of the activities that will take place at the final assembly point and the cost of final assembly, in order to allow LACMTA to complete the pre-award audit. Proposer shall provide enough detail to allow for the determination that all final assembly activities will be performed in the Contractor's final assembly facility in the U.S. In addition, the Pre-Award Audit must include the Purchaser's Requirements Certification required under 49 CFR 663.27.
3. Post-Delivery Audit Requirements: If Proposer certifies compliance with Buy America as set forth in these Special Provisions, Proposer shall submit documentation which lists 1) component and subcomponent parts of the Vehicle purchased, as defined by 49 CFR Part 661, identified by manufacturer of the part, its country of origin and cost; 2) the actual location of the final assembly point for the Vehicle; and 3) a description of the activities that took place at the final assembly point and the cost of final assembly, in order to allow LACMTA to complete the post-Delivery audit. Proposer shall provide accurate records of all vehicle construction activities; and address how the construction and operation of the vehicles fulfills the contract specifications in enough detail to allow for the determination that all final assembly activities were performed in the Contractor's final assembly facility in the U.S.

C. Buy America Compliance Reporting

The Contractor shall promptly report and provide enough details to LACMTA of any substitution / addition / deletion of supplier(s) that may impact Buy America domestic content proposed at the time of the Pre-Award audit.

Additionally, the Contractor shall report Buy America compliance status each month in the monthly progress report in a format approved by LACMTA.

## ATTACHMENT A: NEW BUS MANUFACTURING INSPECTION GUIDELINES

This attachment was developed by the APTA Bus Equipment and Maintenance Committee and is intended as a guideline for use by transit systems (Agencies) and vehicle manufacturers (Contractors). Two lists are included to reflect the expectations of both the transit system and the vehicle manufacturer.

### Pre-Building Phase

Bus Manufacturer's Expectations	Transit System's Expectations
<ol style="list-style-type: none"><li>1. Contract/transit system inspectors must be given all Contract documentation before beginning the inspection process.</li><li>2. The bus manufacturer's inspection process should be reviewed at pre-production audit meeting. Inspectors should be present and understand the difference among various manufacturing processes. At least one key customer and manufacturer representative who will follow the entire procurement from start to finish should be present.</li><li>3. When change orders are required, they need to be made as early in the process as possible. If change orders have an impact on the delivery schedule, consideration should be given to a delivery schedule revision.</li><li>4. Transit system inspection forms should be provided to manufacturers prior to the build so that the manufacturers will know what items the customer believes are critical. The inspection forms should be provided to the manufacturer after completion so that the Defects to be corrected can be identified.</li><li>5. If the transit system requires sole-source components, it should obtain assistance for the first installation of new components.</li><li>6. The transit system should have a decision maker at the pre-production audit meeting.</li><li>7. The transit system should make every effort to inform manufacturers of what they want. Hidden agenda items buried in the Contract to not promote the cooperative environment desired.</li><li>8. The parties should agree on what necessitates a line shutdown before the build begins.</li></ol>	<ol style="list-style-type: none"><li>1. Manufacturers should have a formal, approved quality assurance (QA) program and must adhere to the program. Any changes in the approved program must be resubmitted to the transit system for approval.</li><li>2. At the pre-production audit meeting with the transit system:<ul style="list-style-type: none"><li>• Representatives from contracts, engineering, quality and production should be represented.</li><li>• Manufacturers should ensure good communication among their departments regarding Contract requirements.</li><li>• A formal sales release must be ready for review at the meeting, and a final sales release must be ready before production.</li><li>• Manufacturers should not use the meeting to sell parts.</li><li>• Manufacturers should supply test information and other documents required to meet expectations.</li></ul></li><li>3. Manufacturers should have application and installation approvals from Suppliers whenever possible. On installations of new major components, the sub-Supplier must be present at initial production.</li><li>4. Manufacturers should read and understand the specification prior to bid. Specification clarifications should be made during the approved equals process. Ask the appropriate questions at pre-bid meetings.</li><li>5. The manufacturer's service representative should be involved with the pre-production audit meeting and initial production, and/or at final acceptance.</li><li>6. Prior to build, the manufacturer should be able to provide the transit system a complete Bill of Materials for the buses to be built.</li></ol>

### Process During Building Phase

Bus Manufacturer's Expectations	Transit System's Expectations
<ol style="list-style-type: none"> <li>1. One person should be the primary inspector from start to finish. The primary inspector should be included in the design review process and pre-production meetings. The rotation of personnel with different expectations and standards causes difficulties. The first or second bus should stay at the manufacturer's location as a quality standard and be delivered last.</li> <li>2. An adequate number of experienced inspectors should be available to prevent production line movement delays.</li> <li>3. Inspectors should be available to support the manufacturing effort Monday through Friday, consistent with the manufacturer's production personnel hours.</li> <li>4. Inspection should be conducted in a cooperative, professional manner. The inspector must <i>want</i> to solve problems.</li> <li>5. Only one person should be able to make stop ship calls, and the reason for the stop ship <i>must</i> be immediately available. The stop ship should be in writing.</li> <li>6. Problems identified should be brought to the attention of the manufacturer at the stage when they occur rather than at a future stage or when the vehicle is complete.</li> </ol>	<ol style="list-style-type: none"> <li>1. The resident inspector should have access to a complete set of engineering drawings and documents for the bus being built. Engineering or manufacturing changes must be formally documented and included in documents provided to transit systems.</li> <li>2. Manufacturers should maintain the build schedule if possible. Changes in the build schedule and requests for overtime and weekend Work must be communicated as early as possible.</li> <li>3. Buses that are not ready or complete should not be presented for final inspection.</li> <li>4. Manufacturers should have a formal internal/external communications process and feedback for inspection problems and resolutions. Manufacturers should provide early resolution of problems identified by inspectors. QA procedures must be revised to reflect problem corrections.</li> <li>5. The attitude of manufacturers and QA personnel is important; remember who the customer is. However, there must be mutual respect.</li> <li>6. The transit system is not responsible for redesigning the bus, correcting problems or providing manufacturing quality. It audits only. Manufacturers should not need a learning period to determine acceptable quality standards.</li> <li>7. Buses should be identical and interchangeable within an order unless provided by the transit system.</li> <li>8. Inspection Work should be spread evenly during the workday to the extent possible.</li> </ol>

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**Post-Building Phase**

<b>Bus Manufacturer's Expectations</b>	<b>Transit System's Expectations</b>
<p>1. To ensure prompt payment, the transit system should increase the rate of the final acceptance process.</p> <p>2. The on-property final acceptance inspection should be primarily for shipping damage and Defects that occur during shipment. It should not be a complete vehicle inspection with criteria different from those used at the plant.</p>	<p>1. Defects noted at the property final inspection should be repaired in a timely and acceptable manner.</p>

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## ATTACHMENT B – FAITHFUL PERFORMANCE BOND

### LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. xxx

### FORTY-FOOT (40') AND SIXTY FOOT(60') LOW FLOOR CNG OR ZEB TRANSIT VEHICLES

#### PERFORMANCE BOND

**WHEREAS** the Los Angeles County Metropolitan Transportation Authority ("LACMTA") has awarded to \_\_\_\_\_ ("Principal"), Contract No. xxx, for Forty-Foot (40') AND Sixty Foot (60') Low Floor CNG or ZEB Transit Vehicles. And

**WHEREAS** Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract;

**NOW, THEREFORE**, we \_\_\_\_\_, as Principal, and ("Surety"), as Surety, are held and firmly bound unto LACMTA in the sum of fifteen percent (15%) of the Not to Exceed (NTE) Contract value, in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety shall pay reasonable attorneys' fees to LACMTA in an amount to be fixed by the court. In no event shall the surety be liable under this Bond for an amount greater than the aggregate penal sum designated in this paragraph.

The condition of this obligation is such that, if the hereby-bonded Principal or its heirs, executors, administrators, successors, assigns, or Subcontractors shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein-designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract, or of the Goods to be furnished thereunder, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the Contract or of the Goods and Technical Services to be performed thereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_

By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_

By: \_\_\_\_\_

## ATTACHMENT C – ASSIGNMENT AGREEMENT

### ASSIGNMENT TO PURCHASE AGREEMENT

Los Angeles County Metropolitan Transportation Authority of Los Angeles, California, "Assignor", hereby assigns to \_\_\_\_\_ of \_\_\_\_\_, "Assignee", to purchase from \_\_\_\_\_ of, "Seller", \_\_\_\_\_ floor transit Vehicles at a price and under the terms and conditions contained in Assignor's Contract No xxxxxxxxxxxx, dated \_\_\_\_\_ with Seller ("Contract").

Contract xxxxxxxxx commenced, per terms of Contract, on \_\_\_\_\_, and any unused buses may be assigned at any time on or before \_\_\_\_\_.

With respect to Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Vehicles under the Contract to Assignee.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicles or any rights whatsoever assigned hereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

I hereby accept and approve the terms of this agreement and agree to hold Assignor harmless from any further liability or obligation under our agreement.

\_\_\_\_\_  
Seller

### END OF SPECIAL PROVISIONS

## GENERAL CONDITIONS (SERVICES)

Note: \* = Flow-down requirement as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein

### GC-01 GLOSSARY OF TERMS\*

#### GC-01-A Abbreviations And Symbols

ADR	Alternative Disputes Resolution
Cal-OSHA	California Occupational Safety and Health Administration
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	United States Environmental Protection Agency
FAR	Federal Acquisition Regulations
FTA	Federal Transit Administration
GEC	General Engineering Consultant
Metro	Los Angeles County Metropolitan Transportation Authority
NTE	Not-to-Exceed
OSHA	United States Department of Labor, Occupational Safety and Health Administration, and Occupational Safety and Health Act
PUC	Public Utilities Code, State of California
RFC	Request for Change
SBE	Small Business Enterprise
USC	United States Code

#### GC-01-B Definitions

Acceptance	Documentation prepared by Metro or its Authorized Representative attesting to the completion of all of the Services or Work under the Contract or a CWO or a specified portion thereof.
Alternative Disputes Resolution:	Means for settling a disputed claim which may include arbitration, mediation or other recognized means for settling a dispute.
Amendment:	A document mutually agreed to by the Parties modifying the Contract.
Approve:	To confirm documents presented by and/or actions of the Contractor related to the Work under the Contract or CWO.
Assessment:	A cost imposed on the Contractor for non-compliance with certain contractual requirements.
Authorized Representative:	Person or firm empowered to act for or in the place of the named business or governmental entity.

Chief Executive Officer:	The Chief Executive Officer (CEO) of Metro.
Claim:	<p>A written demand by one of the Contracting Parties for:</p> <ol style="list-style-type: none"> <li>1. Time extension; and/or</li> <li>2. Payment of money.</li> </ol>
Consultant	One that provides Services or Work to Metro, also defined as the Contractor.
Consultant Change Notice (CCN):	A document issued by Metro to the Contractor detailing a proposed change to the Contract or CWO.
Contract:	Written agreement executed by Metro and the Contractor which sets forth the rights and obligations of the parties in connection with the Services and Work, and which includes the Contract Documents.
Contract Work Order (CWO):	The document issued by Metro for each separate assignment detailing the Scope of Work, price and completion time.
CWO Period of Performance:	The total time period allowed for completion of the Work, including all authorized time extensions, as specified in each CWO.
CWO Price:	The not-to-exceed amount agreed to by the Parties to perform the Scope of Work.
Contracting Officer:	The CEO or a designated representative who is authorized and empowered to execute contracts, contract amendments, CWOs, CWO Revisions, WACNs, and agreements on behalf of Metro.
Contractor:	The individual, firm, partnership, corporation, joint venture or combination thereof, referred to throughout the Contract in the singular and by the neuter term "it", that has entered into the Contract with Metro.
Cure Notice:	Written notice from Metro to the Contractor to correct Work performed not in conformance with the Contract or CWO.
Days:	Unless otherwise stated, "days" shall mean calendar days. When a required submittal falls on a non-business day, submittal shall be on the next

business day.

Design Professional  
(DP):

A person licensed as an architect, registered as a professional engineer, licensed as a land surveyor or otherwise licensed or registered in a professional discipline pursuant to the laws of the State of California.

DVBE:

Disabled Veteran Business Enterprise (DVBE): A business enterprise certified by the State of California's Department of General Services (DGS) and is 51% owned by one or more disabled veterans, whose daily business operations are managed and controlled by one or more disabled veterans.

Goods:

Equipment, material and/or products required to perform the Services. Goods may be furnished by Metro or required to be furnished by the Contractor.

Government Entity

Any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than Metro.

Home Office:

The home office(s) of the Contractor's firm.

Invoice:

A request for payment for Work performed.

Milestone:

An established event or occurrence that is associated with the Schedule as defined in the Contract or CWO.

Modification

Any written addition, deletion, adjustment or alteration to the Contract, whether arising out of the unilateral exercise by the MAT of any right under the Contract, or by mutual agreement/action executed by the Parties. A Modification may be unilateral or bilateral, and includes Change Orders, adjustments in quantities, extensions of time, administrative changes and adjustments, and all other actions and events that result in an alteration, correction or adjustment of the Total Contract Price or Time, any Contract term or process, or any other obligation of either Party.

Metro or MTA

The Los Angeles County Metropolitan Transportation Metro (Metro) or its successor, or

	any successor in interest, or its Authorized Representative.
Notice of Termination:	Written notice from Metro to the Contractor terminating the Contract or/CWO, or a portion thereof, either for convenience of Metro or for default due to the Contractor's failure to perform its contractual obligations.
Payment Application:	A request for payment for Work performed.
Parties:	Metro and the person(s), governmental entities, or business entities entering into the Contract.
Period of Performance:	The total time period allowed for completion of all Services or Work under the Contract or CWO, as specified in the Form of Contract or CWO.
Prime Design Professional (PDP):	A design professional with a written Contract directly with Metro.
Program:	Existing and planned rail transit system that is and will be operated by Metro.
Project:	A portion of Metro Transit System as defined in the Form of Contract
Provide:	In reference to Work to be performed by the Contractor, "provide" means to perform Work in accordance with the Scope of Services and the Scope of Work.
Request for Change (RFC):	A document issued by the Contractor to Metro detailing a proposed change to the Contract or CWO.
Request for Substitution:	Goods, service(s), or system(s) that the Contractor requests to use in lieu of that specified in the Contract.
Revision:	A document issued by Metro to the Contractor or mutually agreed to by the Parties modifying the Contract or CWO.
SBE:	Small Business Enterprise (SBE): A small business that is 55 percent owned and controlled by one or more economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more economically disadvantaged individual who owns it.

Schedule:	A time phased Project execution plan that identifies all activities necessary to implement a given Project in a logical time phased manner. The Contract or CWO Schedule provides the start and completion date of each activity and its Milestones. The Project Schedule shall include the Milestones for the entire Project.
Scope of Services (Services):	Description of the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Contract, including all technical and professional services, and Goods used during all related activities whether originally or subsequently Scheduled.
Scope of Work:	Description of the Work to be provided by the Contractor under the Contract or CWO.
Special Provisions:	Requirements applicable to the Contract that invoke, modify, and/or supplement the General Conditions
State:	The State of California.
Sub-consultant Design Professional (SDP):	Design professional hired by a prime design professional.
Subcontractor:	Any individual, firm, partnership, corporation, joint venture or combination thereof, other than employees of the Contractor, that enters into a legal agreement with the Contractor to furnish Work, labor or Goods as a portion of the Work. Unless otherwise specified, Subcontractors includes Subcontractors of any tier.
Supplier:	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor, or Subcontractor that enters into a legal agreement with the Contractor and that manufacturers, distributes or furnishes tangible Goods as a portion of the Work, with Work usually limited to delivery and/or required testing.
Technical Review:	A technical quality and progress audit including, but not limited to, a check of budget versus expenses to date, technical progress, quality of work, Schedule assessment and a measurement of design hours per drawing, review of adherence to policies and procedures and safety requirements.



Total Contract Price (TCP):	The total compensation approved by Metro's governing board to be paid to the Contractor in accordance with the terms of the Contract (and Amendments thereto).
Transit System:	The entire fixed guideway rail transportation system, including right-of-way, pavement, tracks, structures, equipment appurtenances, and all other related property of Metro.
Work:	The sum of all activities, Services and Deliverables, to be accomplished under the Contract or CWO.
Worksite:	The location where the Contractor's Work will be performed as defined in the Contract or CWO(s). The term may include the location of work performed by others (i.e., the construction site of a Project).

## **GC-02      INTERPRETATION\***

### **GC-02-A   Information**

#### **1.   Furnished By Metro:**

Upon request by the Contractor, Metro shall furnish the Contractor any general information and data readily available to Metro or those under contract to Metro, which the Contractor determines, may be of use to the Contractor in the performance of the Work. Metro shall rely upon the Contractor to determine which of the general information and data readily available to Metro the Contractor requires for the performance of the Work hereunder. Metro makes no representations with respect to the reliability, accuracy, or completeness of any information or data it may furnish hereunder. The Contractor is entitled to rely on the information or data to the extent a professional engineer believes it is appropriate to do so. The Contractor is expected to apply its professional judgment and seek any clarification it deems necessary.

#### **2.   Furnished by Others:**

The Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private agencies or companies that are not under contract to Metro. The Contractor is to apply its professional judgment as to the reliability of the information or data for the purpose for which the Contractor intends on utilizing such information or data.

## **GC-03      PRECEDENCE OF CONTRACT DOCUMENTS**

See Form of Contract Article 1

## **GC-04 CONTRACT DOCUMENTS**

### **GC-04-A Explanations**

Should it appear that the Work to be performed or any relative matters are not sufficiently detailed or explained in the Contract, the Contractor shall request in writing from Metro a written explanation as may be necessary and shall conform to the explanation given.

### **GC-04-B Omissions And Misdescriptions**

1. The Contractor shall carefully study the Contract; shall verify all figures in the Contract Documents before performing the Work; shall promptly notify Metro of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-conformities are discovered, shall obtain specific instructions in writing from Metro before Contractor's proceeding with the Work. Any Work affected that is performed prior to Metro's decision shall be at the Contractor's risk. The Contractor shall not take advantage of any apparent non-conformity that may be found in the Contract. Metro shall be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of the Contract. Omissions or misdescription of any Work that are manifestly necessary to carry out the intent of the Contract, or that are customarily performed, shall not relieve the Contractor from performing such Work at no additional expense and/or delay, and such Work shall be performed as if fully and correctly set forth in the Contract.

2. Terms

Where the terms "as indicated" and "as detailed," or words of similar import are used by themselves, it shall be understood that reference is made to the Technical Specifications or other technical documents provided by Metro, or Contract drawings unless otherwise expressly stated. "Directed," "required," "permitted," "ordered," "designated," "selected," "approve," "accept," "satisfactory," "equal," "necessary," or words of like import shall be understood to require an identifiable action by Metro unless otherwise expressly stated.

3. References within the Contract

References to Articles and Subarticles herein are made by citing the Title of the Articles only, e.g., a reference to this particular paragraph would be phrased "in the Article entitled 'INTERPRETATION,' which would necessarily be inclusive of all other paragraphs in this Article. However, where a reference is made to other paragraphs within the same Article, the reference is made as in the preceding sentence, i.e., "in this Article." References to other Sections of the Contract are made by citing the title of the Section.

## **GC-05 AUTHORITY OF THE CONTRACTING OFFICER**

Metro has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Contract, the Contracting Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by Metro. Metro shall inform Contractor in writing of delegations given by it to the Contracting Officer. Nothing in the Contract shall be construed to bind Metro for acts of its employees and Authorized Representatives that exceed the delegation of Metro specified herein.

## **GC-06 METRO'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)**

Metro shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to Metro's technical representative with an information copy to Metro's Contract Administrator as may be requested by Metro or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED CONTRACT ADMINISTRATOR.

## **GC-07 INDEPENDENT CONTRACTOR**

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent contractor. The Contractor is not an agent of Metro in the performance of the Contract, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any contractual relationship between any Subcontractor and Metro. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

Metro reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by Metro, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately.

## **GC-08 ORGANIZATIONAL AND KEY PERSONNEL**

- A. Before starting any Work, the Contractor shall submit for Metro review and acceptance, an organization chart showing the proposed organization established by the Contractor for the performance of the Work, including:
  - 1. Lines of authority, responsibility, and communication;
  - 2. Office organizations, if any; and
  - 3. Names, titles, and functions of all supervisory and other key personnel.

- B. The Contractor's Project Manager shall supervise and direct the Work, and have overall responsibility for the Work in accordance with the Contract. The Contractor shall be solely responsible for implementation of all Work, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Contract.
- C. The Contractor shall not reassign such key personnel to other projects without Metro's prior written approval and until a satisfactory replacement has been approved by Metro. The Contractor shall secure the prior written approval of Metro for any change or reassignment of the key personnel, submitting written documentation of the new individuals' qualifications.
- D. If Metro provides office space to the Contractor, or requires Contractor to locate its office space in a specific location, then at all times during the performance of Work hereunder, only related Work shall be performed in such office space and Contractor shall not use such office space to perform non-Contract related work.

## **GC-09 SUBCONTRACTORS AND SUPPLIERS\***

### **GC-09-A Documentation And Acceptance**

The Contractor shall submit a copy of all executed subcontracts at any time within fourteen (14) days of execution regardless of value to Metro for fulfillment of the (DBE), (SBE/DVBE) commitments, and a copy of insurance certificates in accordance with the Exhibit to the Form of Contract entitled INSURANCE REQUIREMENTS. Failure to submit subcontracts and certificates within the required time period will result in the Subcontractor's not being permitted to perform Work on the Project.

### **GC-09-B Performance Of Work**

The Contractor shall:

1. Be responsible to Metro for all acts and omissions of its own personnel, and of Subcontractors, Suppliers and their employees; and
2. Be responsible for coordinating the Work performed by Subcontractors and Suppliers.

Should a portion of the subcontracted Work not be performed in accordance with the terms of the Contract, or if a Subcontractor commits or omits any act that would constitute a breach of the Contract, the Subcontractor shall be replaced and shall not again be employed on the Program.

### **GC-09-C Acceptance Of Substitution Of Subcontractor**

1. The Contractor shall notify Metro in writing of any proposal to substitute a Subcontractor in place of a Subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution the Contractor shall secure

the acceptance of Metro. The Contractor shall submit the following information in a form similar to that contained in the Contractor's original Qualification/Proposal.

- a. Name of Subcontractor
- b. Location and Phone Number of Place of Business
- c. Contact Person
- d. Subcontractor's License(s) number and expiration date (if applicable)
- e. Current Metro Contract Compliance Certification Status (if applicable)
- f. The portion of the Services that will be performed by each Subcontractor.

Metro will promptly initiate a review of the information submitted on each Subcontractor and transmit written notification to the Contractor concerning its decision.

2. Metro shall not be responsible for delays incurred by the Contractor because of a timely disapproval by Metro of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to Metro, or because of a Subcontractor's removal from the performance of the Work.
3. The Contractor shall not do any of the following without the prior written consent of Metro:
  - a. replace any previously accepted Subcontractor;
  - b. permit any previously accepted Subcontract to be assigned or transferred; and/or
4. However, the Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from Metro prior to performance of the Work.

#### **GC-09-D Flow-Down Requirements**

1. The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:
2. All Articles, Subarticles or portions of the Contract noted by a star (\*) shall be included in all Subcontracts of any tier.
3. All provisions required by law, regulation, rule, or the Contract shall apply to subcontracts and shall apply to all subcontracts of any tier.
4. By virtue of signing the subcontract, the following apply:

- a. The Subcontractor acknowledges and agrees that all Work being performed by it under the subcontract shall be performed in accordance with the Contractor's Contract with Metro.
- b. The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to Metro under its Contract.
- c. The Contractor and the Subcontractor agree that Metro is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both Metro and the Contractor during the performance of the Work; upon final completion of the Work, such guarantees and warranties shall inure to the benefit of Metro.

The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between Metro and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of Metro to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the subcontract and/or the Contractor's Contract with Metro, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against Metro arising out of the subcontract.

**GC-09-E** This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of Metro. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

**GC-09-F** No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor, has supplied satisfactory evidence of required insurance to Metro, in compliance with the Exhibit to the Form of Contract entitled INSURANCE REQUIREMENTS.

## **GC-10 PERMITS**

Except for any permits furnished by Metro, the Contractor shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely prosecution of the Work.

The Contractor acknowledges that prior to entering into the Contract or any CWO it familiarized itself with the requirements of all applicable federal, state, county, and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits, in effect at time of execution of the Contract or issuance of any CWO. The Contractor shall be responsible for complying with all of the foregoing, at its sole expense and without any increase in the TCP or CWO Price or Contract or CWO Period of Performance set forth in the Form of Contract or CWO on account of such compliance, regardless of whether such

compliance would require additional labor, equipment, or Goods not expressly stated in the Contract or CWO.

## **GC-11        GOODS\***

**GC-11-A** The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by Metro. Unless otherwise indicated in the Contract or CWO, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by Metro. Metro shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of Metro to accept or reject such alternative.

**GC-11-B** Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

## **GC-12        STANDARDS OF PERFORMANCE\***

**GC-12-A** The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that Metro will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.

**GC-12-B** Contractor hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make the necessary equipment, materials, tools, and facilities to perform the Work in an efficient, professional, and timely manner in accordance with the terms and conditions of the Contract.

**GC-12-C** All personnel shall have sufficient skill and experience to perform the work assigned to them. Contractor shall ensure that any individual performing work under the Contract requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Work assigned to them.

**GC-12-D** If any Work provided by the Contractor is deficient because of the Contractor's or a Subcontractor's failure to perform the Work in accordance with the above

standards, Metro shall report such deficiencies in writing to the Contractor. Metro thereafter may:

1. Have the Contractor re-perform such Work at the Contractor's own expense; or
2. Have such Work performed in accordance with the Article entitled TERMINATION FOR DEFAULT herein, by others and the costs thereof charged to and collected from the Contractor.

**GC-12-E** Corrected or re-performed Work shall be subject to the above standards of performance.

**GC-12-F** The Contractor shall provide such specific standards of performance as may be set forth in individual CWOs as agreed to by the parties. If parties cannot agree Metro shall unilaterally establish them.

**GC-12-G** Metro shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, if Metro considers such removal necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to Metro. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

### **GC-13 UNAUTHORIZED ACTIONS\***

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors will not be compensated for any actions deemed by Metro to be unauthorized. No extensions of time will be granted under the Contract or CWO due to unauthorized actions.

No Metro employee or officer, except the Contracting Officer, may authorize any Amendments to the Contract, issue a CWO or make Revisions to CWOs.

### **GC-14 PERIOD OF PERFORMANCE**

- A. Neither party hereto shall be considered in default in the performance of its obligations with respect to schedule, to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should Contractor's Work be delayed by an excusable cause, Contractor's schedule for completion of tasks affected by such delay may be extended. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies or Metro in either their sovereign or contractual capacities; fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil disturbance; but, in every case, the failure to perform must be reasonably beyond the control, and without the fault or negligence of the Contractor.



- B. Within 30 days after the last day of delay, the Contractor shall furnish Metro with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to submit such information shall be sufficient cause for denying the delay claim.

## **GC-15 INSPECTION OF WORK (ACCEPTANCE)\***

- GC-15-A** Metro reserves the right to inspect all and every part of the Work at any time during the performance and after completion, at its discretion.
- GC-15-B** If the Work or any parts thereof have not been performed in accordance with the Contract, the Contractor will be notified in writing that such Work is rejected. Thereupon, the Contractor shall take the necessary corrective action. Metro shall not be obligated to make any inspections, however, and neither the inspection of the Work, nor the lack thereof, shall relieve the Contractor of its responsibility for performing and providing the Work in accordance with the terms of the Contract.
- GC-15-C** Metro shall not be deemed to have accepted the Contractor's performance of the Work unless Metro or its designated representative has given written notice of final acceptance of the Work to the Contractor. No payment in whole or in part shall be construed to be an acceptance of the Work.
- GC-15-D** Metro shall have access, at all reasonable times, to the Contractor's calculations, supporting materials, data, and information concerning the Work, including computer programs and printouts, which Metro determines are required to review the Work properly and expeditiously. The Contractor shall furnish sufficient and convenient facilities for such inspection and review, and shall grant Metro's designated representatives free access at all reasonable times to all locations where the Work is performed.
- GC-15-E** Prior to the release of Work or issuance of a CWO, Metro and the Contractor shall determine which required reports will be submitted to Metro in draft form before final submission of the report.

## **GC-16 FINAL ACCEPTANCE\***

### **GC-16-A Final Acceptance Of Work**

When the Contractor determines that all Work as authorized in the Contract or CWO is fully completed including all required submissions and deliveries to Metro specified in the Contract or CWO, the Contractor shall give Metro a written Request for final Contract or CWO Acceptance within ten (10) working days thereafter, specifying that the Work is completed and the date on which it was completed. Within ten (10) days after the receipt of the Request for Final Contract or CWO Acceptance, Metro will commence a final review of the Work and, within 60 days will either:

1. Give the Contractor a final Contract/CWO Acceptance; or
2. Advise the Contractor in writing of any outstanding item or items which must be furnished, completed or corrected at the Contractor's cost.

Upon submittal of the request for final Contract/CWO Acceptance, the Contractor shall make no additional charges for Work under the Contract/ CWO. Metro shall not pay for any additional charges or be liable for any costs incurred after the date of receipt of the request for final Contract/CWO Acceptance of Contract/CWO Work.

This procedure shall comply with Metro's procedure entitled Services Contract Close-out in effect at the time of the request for Final Acceptance and shall be repeated until such time as Metro is satisfied that GC-17-B Final Acceptance of CONTRACT

#### **GC-16-B Final Acceptance Of Contract**

When Metro determines that all Work authorized under the Contract has been completed and Metro requires no further work from Contractor, or the Contract is otherwise terminated or expires in accordance with the terms of the Contract, Metro shall give the Contractor written notice that the Contract will be closed out. Contractor shall submit all outstanding Billings, Work submittals, Deliverables, reports or similarly related documents as required under the Contract and any CWO, within ninety (90) days of receipt of notice of Contract close-out. Upon Metro's receipt of Contractor's submittals under this Article, Metro shall commence a closeout audit of the Contract within one hundred twenty (120) days after final submission of the last Contractor's or Subcontractor's overhead rates and will either:

1. Give the Contractor final Contract acceptance; or
2. Advise the Contractor in writing of any outstanding item or items which must be furnished, completed or corrected at the Contractor's cost.

This procedure shall comply with Metro's procedure entitled Services Contract Close-out. Notwithstanding the final Contract/CWO Acceptance the Contractor will not be relieved of its obligations hereunder, nor will the Contractor be relieved of its obligations to complete any portions of the Work, the non-completion of which were not disclosed to Metro (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and the Contractor shall remain obligated under all those provisions of the Contract which expressly or by their nature extend beyond and survive final Contract and/or CWO Acceptance.

**GC-16-C** Any failure by Metro to reject the Work or to reject the Contractor's Request for final Contract or CWO Acceptance as set forth above, shall not be deemed to be Acceptance of the Work by Metro for any purpose nor imply Acceptance of, or agreement with, the Contractor's Request for final Contract and/or CWO Acceptance.

## **GC-17 SAFETY\***

**GC-17-A** The Contractor shall at all times conduct its operations in such a manner as to avoid risk of bodily harm to persons or damage to property. The Contractor shall promptly take all reasonable precautions to safeguard against such risks and shall make regular safety inspections of its operations. The Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions caused by the Contractor's performance of the Work.

**GC-17-B** In addition, the Contractor shall comply with all applicable safety laws, standards, codes, rules, and regulations, including any safety program established by Metro. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro. Notwithstanding, the construction contractor shall remain responsible for the construction site safety.

**GC-17-C** The Contractor shall inform its personnel of Metro safety practices and the requirements of Metro's safety program. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel.

## **GC-18 WARRANTY\***

The Contractor warrants that all Work shall be in accordance with the Contract and shall comply with the Standard of Performance for a period of one year from final acceptance of the Work. In the event of breach of this warranty, the Contractor shall take the necessary actions to correct the breach and the consequences thereof, at the Contractor's sole expense, in the most expeditious manner as permitted by existing circumstances. If the Contractor does not promptly take steps to correct the breach upon notification thereof by Metro, Metro without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so, and the Contractor shall promptly reimburse Metro for all expenses and costs incurred in connection therewith.

## **GC-19 RIGHTS IN PROPERTY\***

### **GC-19-A Title**

1. All property purchased by the Contractor for Metro, shall be hereinafter referred to as Metro Property. Title to Metro Property shall pass to and vest in Metro upon the vendor's delivery and acceptance of such property by the Contractor.
2. Title to Metro Property shall not be affected by its incorporation into or attachment to any property not owned by Metro, nor shall Metro Property become a fixture or lose its identity as personal property by being attached to any real property.
3. The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other

encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.

4. The Contractor shall promptly execute, acknowledge, and deliver to Metro proper bills of sale or other written instruments of title in a form as required by Metro; said instruments shall convey to Metro title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

**GC-19-B** Metro Property shall be used only for performing Work on the Contract or CWO, unless otherwise provided in the Contract or approved by Metro's Contract Administrator.

#### **GC-19-C PROPERTY ADMINISTRATION**

1. The Contractor shall be responsible and accountable for all Metro Property provided under the Contract and shall submit an inventory list, or revised list, in a form acceptable to Metro's Contract Administrator within thirty (30) days of acquisition of Metro Property.
2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Metro Property in accordance with sound business practice.
3. If damage occurs to Metro Property, the Contractor shall replace the items not otherwise covered by any warranties, or the Contractor shall make the necessary repairs at Metro's direction, all at no additional charge to Metro.

**GC-19-D** Metro and all its designees shall have access at all reasonable times to the premises in which any Metro Property is located for the purpose of inspecting Metro Property.

**GC-19-E** Upon completing the Contract or CWO or at such earlier dates as may be fixed by Metro: (1) the Contractor shall prepare and submit a final inventory list of all Metro property which includes the property's description, location and condition, and; (2) the Contractor shall prepare for shipment, and deliver F.O.B. destination, Metro property as may be directed or authorized by Metro.

#### **GC-20 EXTENTION OF TIME**

**GC-20-A** The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

1. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;

2. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and
3. Contractor notifies Metro in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

**GC-20-B** Claims for additional compensation shall be limited to the costs incurred during a Metro approved extension of time measured at end of period of performance not at time of delay.

**GC-20-C** An extension of time will not be granted for a delay described above caused by a shortage of Goods, except Metro-furnished Goods, unless the Contractor supplies Metro with documented proof that it made every effort to obtain such Goods from every known source within reasonable distance of the Work. The Contractor shall also submit proof, that the inability to obtain such Goods when originally planned, did in fact cause a delay in final completion of the Work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of Goods will be considered as a basis for an extension of time. No consideration will be given to any claim that Goods could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of Metro that:

1. Such Goods could have been obtained only at exorbitant prices or;
2. The prices were entirely inconsistent with current rates, taking into account the quantities involved and the usual practices employed in obtaining such quantities; and
3. Such facts could not have been known or anticipated at the time the Contract or CWO was executed.

**GC-20-D** In case the Contractor is actually and necessarily delayed by any act or omission on the part of Metro, or others under contract with Metro and providing that the Contractor notifies Metro in writing within five (5) days from the beginning of any such delay, specifying the act or omission causing such delay, the time for completion of the Work shall be extended accordingly, and an adjustment shall be made to the TCP or CWO Price for any increase in the cost of performance of the Services or Work (excluding profit) necessarily caused by such delay. If the delay in the performance of the portion of Work described in the Contractor's five (5) day notice has been similarly delayed by Contractor-induced causes, including but not limited to the fault or negligence of the Contractor or any of its Subcontractors, the time for completion of the Work will be extended for the period of any such concurrent delay with no adjustment to the TCP or CWO Price.

**GC-20-E** Within thirty (30) days after the last day of a delay, the Contractor shall supply Metro with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract and CWO references, and the measures taken to prevent or minimize the delay. Failure to submit such information shall be sufficient cause for denying the delay claim. Metro will ascertain the facts and the extent of the delay; its findings thereon will be final

and conclusive unless the Contractor disputes the decision. All time extensions must be approved by Metro prior to Contract or CWO Final Acceptance.

**GC-20-F** No extension of time will be granted under this Article for any delay in which remedies are included or excluded by any other provision of the Contract. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes; only one extension will be granted for the entire delay.

The Work shall continue and be carried on in accordance with all the provisions of the Contract. The Contract shall remain in full force and effect during the continuance and until the completion and Final Acceptance of the Services or Work covered by the Contract or CWO, unless formally suspended or terminated in accordance with the terms of the Contract. Permitting the Contractor to finish the Work, or any part thereof, after the time fixed for completion or after the date to which the time for completion may have been extended and/or making payments to the Contractor after any such periods shall not constitute a waiver on the part of Metro of any rights under the Contract.

**GC-20-G** Neither the granting of an extension of time beyond the date fixed for the completion of any part of the Work nor the performance and Acceptance of any part of the Work after the time specified for the completion of the Work shall be deemed to be a waiver by the authority of Metro's right to terminate the Contract or CWO for abandonment or failure to complete within the total time specified or to impose and deduct damages as may be specified.

**GC-20-H** In all cases that the Contractor either claims or intends to claim a delay, the Contractor shall submit to Metro at the earliest possible date and supplement thereafter as information becomes available:

1. An analysis of the impact of the claimed delay event upon the Contractor's then current Schedule, identifying the affected activities and the actual impacts; and
2. Proposals to minimize the effects of the claimed delay.

## **GC-21 CHANGES**

**GC-21-A** The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or CWO. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.

**GC-21-B** Metro may at any time, and from time to time without invalidating the Contract or CWO, make Changes in the Scope of Work. Metro and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, Metro reserves the right to direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall

be incorporated into the Contract or CWO through the issuance of a Contract Amendment or CWO Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or CWO Revision, approved by Metro, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.

**GC-21-C** If a Fixed Fee as defined in the Compensation and Payment section is a part of the compensation for the Contract or CWO, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a CWO with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or CWO Revision issued hereunder may, but will not automatically; result in a Change to the Fixed Fee.

**GC-21-D** Contractor's Cost and Schedule Proposal: The Contractor shall submit a Contractor's Cost and Schedule Proposal (utilizing the Form 60 provided in Compensation and Payments Provisions) to Metro within ten (10) days after receipt of a change request. The proposal shall detail price and scheduling information showing all of the cost and time ramifications of the Changes shown in the request. If any prices or other aspects are conditional, such as orders being made by a certain date or the occurrence of a particular event at a specified time, the Contractor shall identify these conditions in its proposal. The components to be used by the Contractor in preparing the proposal shall be those set forth in the Compensation and Payment Provisions and shall be presented in such a manner that all elements of the proposal can be easily identified and certified upon request. The submittal shall include certified current cost or pricing data as described in the Article entitled AUDITS herein.

**GC-21-E Contract Amendment Or CWO Revision:**

A Contract Amendment shall be agreed to by the Parties to reflect changes in the Contract terms and/or Scope of Services.

When the Contractor's compensation for a Change and the required adjustments, if any, to the Total Contract Price or CWO Price and/or Schedule have been determined, a Contract Amendment or CWO Revision will be issued containing the following items:

1. The total Contract/CWO adjustments to be made.
2. A statement that it is Metro's intention to treat the items described therein as Changes in the Work.
3. Scheduling requirements, time extensions, prices, and all costs of any nature arising out of each Change and a Certificate of Current Cost or Pricing Data.
4. A statement that the adjustment to the Total Contract Price or CWO Price, if any, includes all amounts to which the Contractor is entitled as a result of the events giving rise to the CWO Revision.

The execution of a Contract Amendment or CWO Revision by both parties shall be deemed to be an agreement to all Changes in Contract terms and/or Scope of Services and costs and time of performance related to each Change. There will be no reservation of rights by either party on a bi-lateral Contract Amendment or CWO Revision.

For all Contract Amendments or CWO Revisions greater than or equal to one-hundred-thousand dollars (\$100,000), an Ethics Declaration must be submitted by the Contractor.

- GC-21-F** Except as expressly provided herein, no order, statement, or conduct of any person shall be treated as a Change under the Contract or a CWO or entitle the Contractor to any adjustment under the Contract or a CWO.

## **GC-22      AUDIT SOFTWARE**

At the request of Metro, the Contractor, Subcontractors and Suppliers shall allow installation of computer assisted audit techniques (CAAT) software supplied by Metro on its computer systems during the audit of Metro's contract. In lieu of installation of CAAT software on the Contractor's, Subcontractor's or Supplier's Home Office computers, a verified backup copy of its computer systems' database(s) can be supplied. Upon reasonable advance notice, the Authorized Auditors shall have access at all reasonable times to this software, database or verified copy for the purpose of auditing and verifying the Contractor's costs claimed to be due and payable hereunder. Prior to the start of an audit, the CAAT software will be supplied to the Contractor, its Subcontractors and Suppliers to allow for testing and review on its computer system. Once the audit is complete, the software will be removed from the Contractor's, its Subcontractors' and its Suppliers' computer system. The software will be installed permanently at the Program Office in order to assist the Authorized Auditors in the review of the Program Office costs.

## **GC-23      NOTICE OF INTENT TO CLAIM AND CLAIMS**

- A. The Contractor shall give to Metro a written notice of potential claim within five (5) days of any act or event for which it intends to seek adjustment in the Contract/CWO price, terms, or schedule. The written notice shall set forth the basis of the claim and an estimate of any costs involved. The claim shall be filed within 30 days of the act or event and shall be in sufficient detail to allow Metro to evaluate the claim. The Contractor shall also furnish any additional information relating to the claim as Metro may request. Failure of the Contractor to comply with these requirements shall be sufficient cause for denying the Contractor's claim.
- B. Metro shall, within 30 days of the receipt of the claim, render a decision or provide an estimate of when a decision will be made. If no decision is made within 30 days of the filing of the claim, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected by Metro. The Contractor shall proceed diligently with performance



of the Contract/CWO, pending resolution of any claim or appeal or action ensuing under the Contract/CWO.

## **GC-24 RESOLUTION OF DISPUTES**

The Parties shall use their best efforts to resolve disputes under the Contract by submission of the dispute to Metro's Contract Administrator and the Contractor's Contract Administrator. If a dispute cannot be resolved at this administrative level, the Parties may mutually agree to utilize an alternative dispute resolution (ADR) process such as arbitration, mediation, or other recognized ADR process for settling a dispute.

## **GC-25 SUSPENSION\***

**GC-25-A** The requirements of this Article are in addition to other audit, inspection, and record keeping requirements specified elsewhere in the Contract.

**GC-25-B** If Metro notifies Contractor that work on a particular portion of the Project will be suspended for a period to exceed one hundred eighty (180) days, Contractor shall immediately notify Metro that key personnel working on that portion of the work can either:

- (1) Be moved to support another portion of the Program, as approved by Metro, or
- (2) Be released because there is no need for the services of the specific key personnel on the Program

If suspension is less than one hundred eighty (180) days, Contractor and Metro shall agree upon the short-term duties of all affected personnel.

**GC-25-C** The Contractor shall comply immediately with any written order it receives from Metro suspending the Work and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of suspended Work. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction of Metro.

**GC-25-D** The Contractor shall be allowed an equitable adjustment in the TCP and CWO Price (not to include profit) and/or an extension of the Contract or CWO Time, directly attributable to any suspension and/or to recover reasonable costs incurred during suspension, provided that the Contractor makes a Claim as provided in the Article entitled NOTICE OF INTENT TO CLAIM AND CLAIMS herein. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that Contractor's performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment or an extension of time is provided for or excluded under any other term or condition of the Contract.

**GC-25-E** Submittal of an RFC by the Contractor for an equitable adjustment of the TCP or CWO Price or the Contract or CWO Time extension shall be filed in compliance with the Article entitled CHANGES herein; and within twenty (20) days after the end of the Work suspension. The provisions of this Article shall only apply if a written order of suspension is issued by Metro.

**GC-25-F** Metro will make partial payments against costs authorized by Metro and incurred by the Contractor in connection with the suspended portion of the Contract or CWO, so long as the aggregate of such payments does not exceed the authorized value of the Contract or CWO.

## **GC-26      TERMINATION FOR CONVENIENCE OF Metro\***

**GC-26-A** The performance of the Services or Work under the Contract or a CWO may be terminated at any time, in whole or in part, as determined by Metro in its sole discretion. Such termination will be accomplished by delivery of a Notice of Termination to the Contractor, specifying the extent to which performance of the Services or Work under the Contract or CWO shall be terminated and the date upon which such termination shall become effective.

**GC-26-B** After receipt of a Notice of Termination, except as otherwise directed by the AUTHORITY, the Contractor shall:

1. Stop Work under the Contract or a CWO on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or Subcontracts for Goods or Work, except as may be necessary for completion of such portions of the Services or Work expressly excluded from the Notice of Termination.
3. Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.
4. Terminate all orders and Subcontracts that relate to the performance of the Work terminated by the Notice of Termination.
5. Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the acceptance of Metro if required (which acceptance shall be final for the purposes of this Article).
6. Assign to Metro in the manner, at the times, and to the extent directed by Metro all of the rights, titles, and interests of the Contractor under the orders and Subcontracts so terminated; in which case Metro will have the right, at its sole discretion, to settle or pay any or all Claims arising out of the termination of such orders and Subcontracts.
7. Transfer title and deliver to Metro in the manner, at the times, and to the extent directed by it:

- a. Work in process, completed Work, and other Goods procured as a part of, or acquired in connection with, the performance of the Work terminated; and
  - b. The completed or partially completed plans, drawings, information, and other items that would have been required (per the Scope of Services and Scope of Work) to be furnished to Metro if the Contract or a CWO had been completed.
8. Use its best efforts to sell the Goods of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by Metro, providing that the:
  - a. Contractor is not required to extend credit to any purchaser;
  - b. Contractor may acquire any such Goods under the prescribed conditions; and/or
  - c. Proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by Metro to the Contractor under the Contract or CWO.
9. Take any action that may be necessary, or that Metro may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which Metro has or may acquire an interest.
10. Comply with all other requirements of Metro as may be specified in the Notice of Termination.
11. Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

**GC-26-C** If the termination is for the convenience of Metro, Contractor shall submit a final invoice within 60 days of termination and upon approval by Metro, Metro shall pay Contractor a percentage of the total Contract price based on the percentage of the Work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

**GC-26-D** Upon failure of the Contractor to submit its termination claim within the time specified, Metro will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such payment shall constitute payment in full for the Work performed under the Contract or CWO. Any allowable costs incurred prior to the date of termination shall be handled in accordance with the Compensation and Payment Provisions.

**GC-26-E** Subject to the provisions of the above Subarticle, the Contractor and Metro may agree upon the total or partial amount to be paid to the Contractor by reason of the total or partial termination of the Work pursuant to this Article. The Contract

or CWO will be amended or revised accordingly and the Contractor will be paid the agreed-upon amount. Nothing in the following Subarticle, which deals with the failure to reach agreement on the total amount to be paid to the Contractor, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this Subarticle.

**GC-26-F** In the event of failure of the Contractor and Metro to agree on the total amount to be paid the Contractor by reason of the termination of Work pursuant to this Article, Metro will pay the Contractor the amounts determined by Metro as follows, exclusive of any amounts agreed upon in accordance with the preceding Subarticle:

1. The Contract or CWO Price allocable to the portion of the Work properly performed by the Contractor as of the date of termination, including overhead, and Fixed Fee or profit, as determined in accordance with the Compensation and Payment Provisions, reduced by any sums previously paid to the Contractor.
2. The cost of settling and paying Claims arising out of the termination of the Work under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of Goods delivered or Work furnished by Subcontractors prior to the effective date of the Notice of Termination of Work under the Contract or CWO, which amounts are included in subarticle E of this Article.
3. Profit on the cost of Work performed is included in the amount determined in subarticle E of this Article. However, if the Contractor would have sustained a loss on the entire Contract or CWO had it been completed, the Contractor shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.
4. The reasonable cost of preserving and protecting property will also be paid, as well as any other reasonable costs incidental to the termination of the Work under the Contract or a CWO, including those reasonable expenses incurred to determine the amounts due.

**GC-26-G** Except to the extent that Metro will have otherwise expressly assumed the risk of loss, the fair value (as determined by Metro) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to Metro or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

**GC-26-H** In arriving at the amount due the Contractor under this Article, retention shall be made for the following:

1. The amount of the Claim that Metro may have against the Contractor in connection with the Contract or a CWO; and
2. The agreed upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to Metro.

**GC-26-I** Under such terms and conditions as it may prescribe and at its sole discretion, Metro may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract or a CWO whenever Metro decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed-upon or determined to be due under this Article, such excess shall be payable by the Contractor to Metro upon demand, together with interest at a rate equal to that set forth in California Code of Civil Procedure Section 685.010.

**GC-26-J** The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of Metro provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

**GC-26-K** Anything contained in the Contract or a CWO to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that Metro may have; Metro may pursue any cause of action that it may have by law or under the Contract.

## **GC-27      TERMINATION FOR DEFAULT\***

**GC-27-A** Metro may terminate the Contractor's Work, in whole or in part, for default under any of the following circumstances:

- 1) Failure or refusal of the Contractor to perform any obligation required under the Contract or a CWO, or violation of any duty required of the Contractor under the Contract or a CWO.
- 2) Bad faith by the Contractor.
- 3) Violation by the Contractor of an order or requirement of Metro authorized by or within the scope of the Contract or a CWO.
- 4) Abandonment of the Contract or a CWO by the Contractor.
- 5) A filing by or against the Contractor of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.
- 6) Failure of the Contractor to pay any amounts owing to any persons performing any portion of the Work, or the failure of the Contractor to pay its debts incurred on the Contract as they become due, providing that such failure continues for a period of ten (10) working days after written notice to the Contractor by Metro.
- 7) The attachment, levy, execution, or other judicial seizure of any portion of the Contractor's property, or any substantial portion of the other assets of the Contractor, which is not released, expunged, or discharged within a period of ten (10) working days.

- 8) Material failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to the Contractor, the Services, the Work, the Contract, a CWO, the Program or the Project.
- 9) Failure to indemnify any party that the Contractor is obligated to indemnify under the Article entitled LIABILITY AND INDEMNIFICATION herein or elsewhere under the Contract.
- 10) Failure to promptly correct or re-perform rejected Work.
- 11) Conviction of the Contractor or any of its officers, partners, principals, or employees for a violation of any federal, state or local safety law or regulation, or for a crime arising out of, or in connection with, the Work to be done or payment to be made under the Contract.

**GC-27-B** If Metro determines the Contractor is in default of the Contract or CWO, Metro will so notify the Contractor by issuing a Cure Notice describing the default. If the Contractor fails to cure the default within five (5) days after receipt of such Cure Notice, or if the default cannot be cured within five (5) days, and the Contractor fails to commence to cure within five (5) days and diligently proceed to cure within the time Metro determines to be necessary, Metro may, by written notice, terminate the Contractor's right to proceed under all or such part of the Contract or CWO as Metro at its sole discretion deems to be in its best interest. Whether or not the Contract or a CWO or any part thereof is terminated, the Contractor shall be liable for any damage to Metro resulting from the Contractor's default.

**GC-27-C** Upon receipt of a Notice of Termination for default from Metro, the Contractor shall:

- 1) Stop all Work under the Contract or a CWO on the date and to the extent specified in the Notice of Termination.
- 2) Place no further orders or Subcontracts for Goods or Work, except as may be necessary for completion of such portions of the Services or Work expressly excluded from the Notice of Termination.
- 3) Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.
- 4) Terminate all orders and Subcontracts that relate to the performance of Work terminated by the Notice of Termination.
- 5) Comply with all other requirements of Metro as may be specified in the Notice of Termination.

**GC-27-D** Upon Metro's termination of the Contract or CWO because of the Contractor's default under the Contract or a CWO, Metro shall have the right to complete the Work by whatever means and methods it deems advisable. Metro will not be required to obtain the lowest prices for completing the Work, but shall make such expenditures that, in Metro's sole judgment, best accomplish such completion.

**GC-27-E** If the termination is due to the failure of the Contractor to fulfill its contractual obligations, Metro may take over the Work, and complete the Work by contract or otherwise. In such case, the Contractor shall be liable to Metro for any reasonable costs or damages occasioned to Metro thereby. The expense of completing the Work, or any other costs or damages otherwise resulting from failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by Metro out of such payments as may be due or may at any time thereafter become due to Metro. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to Metro upon notice of the excess so due.

**GC-27-F** If the Contract or CWO is terminated as specified in this Article, Metro may require that the Contractor transfer title to and deliver the following items to Metro as directed: any Goods, fixtures, plans, drawings, information, reports, estimates, Contract or CWO rights and other items that the Contractor has specifically produced or acquired for the terminated portion of the Contract or a CWO and would have been required to be furnished to Metro if the Contract or a CWO had been completed. The Contractor also shall, at its sole expense, protect and preserve property in its possession in which Metro has an interest.

**GC-27-G** If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Metro. In such event, adjustment shall be made as provided in Article entitled TERMINATION FOR CONVENIENCE herein.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of Metro provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

## **GC-28      ASSIGNMENT\***

**GC-28-A** The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or a CWO (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of Metro, which consent shall not be unreasonably withheld.

**GC-28-B** No right under the Contract shall be asserted against Metro, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by Metro as specified in this Article.

**GC-28-C** Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of Metro and to all deductions specified in the Contract or CWO. All monies withheld, whether assigned or not, shall be subject to being used by Metro for completion of the Work, pursuant to the terms of the Contract. In the event that Metro consents to such assignment of monies, written notice

thereof shall be given by the Contractor to Metro at least ten (10) days before payment is due.

## **GC-29 ENVIRONMENTAL COMPLIANCE**

**GC-29-A** The Contractor shall include the requirements of the following Subarticles in every Subcontract that is more than one hundred thousand dollars (\$100,000) and shall take such action as Metro directs to enforce these requirements.

**GC-29-B** The Contractor shall comply with all air, water, and noise pollution provisions set forth in the Scope of Services or Scope of Work.

### **GC-29-C Air Quality Control**

1. The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Air Act (42 USC § 7401); all applicable standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by Metro in accordance with state and federal laws.
2. The Contractor shall comply with all rules, regulations, and ordinances of the South Coast Air Quality Management District (SCAQMD) and statutes of the State that apply to any Work performed pursuant to the Contract or CWO, including any air quality control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. Contractor, Subcontractors, and Suppliers shall submit evidence to Metro that the governing air quality control criteria are being met; such evidence will be retained by Metro.
3. In the absence of applicable air quality control rules, regulations, ordinances, or statutes governing solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Contract or CWO, the Contractor shall comply with the applicable material requirements of the SCAQMD. Containers of paints, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.
4. The Contractor shall comply with California state law regarding pollution controls in purchasing new motor vehicles with Project funds.
5. Material to be disposed of shall not be burned.

### **GC-29-D Water Quality:**

The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Water Act (33 USC § 1251); all applicable water standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by Metro in accordance with state and federal laws.



#### **GC-29-E Environmental Protection Agency Regulations**

1. The Contractor shall comply with all applicable regulations (40 CFR Part 15) of the Environmental Protection Agency (EPA).
2. The Contractor shall not use any facility in the performance of the Contract or CWO that is listed on the EPA List of Violating Facilities, unless and until the EPA eliminates said name of such facility from said listing. The Contractor shall promptly notify Metro of the receipt of any communication from the Director, Office of Federal Activities, EPA (or any successor agency), indicating that a facility to be used by the Contractor is under consideration for listing on the EPA List of Violating Facilities. The Contractor shall also report violations to Metro, to the FTA, and to the EPA Assistant Administrator for Enforcement.

#### **GC-29-F Energy Conservation:**

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321). Refer to the Scope of Services or the Scope of Work for energy conservation measures.

#### **GC-30 HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL, AND SCIENTIFIC DISCOVERIES\***

All things of historical, archaeological, paleontological, or scientific interest encountered by the Contractor during performance of the Work shall be reported immediately to Metro. Work in the vicinity of the discovery shall be halted in order to preserve and protect it until its significance can be determined by Metro. Metro will issue instructions to the Contractor with respect to the disposition of the discovery.

#### **GC-31 THE CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC\***

1. Metro shall review and approve all Metro related copy proposed to be used by the Contractor for advertising or public relations purposes prior to publication. The Contractor shall not allow Metro related copy to be published in its advertisements and public relations programs prior to receiving such approval. The Contractor shall ensure that all published information is factual and that it does not in any way imply that Metro endorses the Contractor's firm, service, and/or product.
2. The Contractor shall refer all inquiries from the news media to Metro, and shall comply with the procedures of Metro's Public Affairs staff regarding statements to the media relating to the Contract or the Work.

3. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform Metro about what action was taken to alleviate the situation.
4. The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by Metro or otherwise authorized by Metro.

## **GC-32 WHISTLEBLOWER REQUIREMENTS\***

**GC-32-A** The Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code Sections 1101 et. seq.

**GC-32-B** The Contractor shall post and maintain all Metro Phone Hotline literature provided by Metro ("Hotline Literature") at place(s) of performance during the term of the Contract. All Hotline Literature is to be posted in prominent locations that are highly visible and accessible to Contractor's employees. Contractor shall not hinder or coerce its employees from using Metro Phone Hotline to voice ideas, suggestions, or concerns relative to the performance of any Metro contract. The Contractor shall provide access to Metro representatives for the purpose of verifying Contractor's adherence to this section. In the event Metro inspection finds the Contractor has failed to comply herewith, the Contractor shall correct such failures including, but not limited to, replacing Hotline Literature and sponsoring training sessions, with Metro representatives, on the use of Metro Phone Hotline.

## **GC-33 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT\***

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act in performing the Work under the Contract.

## **GC-34 SEVERABILITY\***

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or CWO shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or CWO, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or CWO.

## **GC-35 GOVERNING LAW\***

The Contract has been negotiated between Metro and the Contractor and shall be subject to the laws of the State of California.

By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

## **GC-36 PUBLIC RECORDS ACT\***

**GC-36-A** All records, documents, drawings, plans, specifications and other information relating to conduct of Metro's business, including information submitted by the Contractor shall become the exclusive property of Metro and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code sections 6250 et. seq.). Metro's use and disclosure of its records are governed by this Act. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

**GC-36-B** In the event of litigation concerning the disclosure of any information submitted by the submitting parties, Metro's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold Metro harmless from all costs and expenses including attorneys' fees, in connection with any such action.

## **GC-37 LIABILITY AND INDEMNIFICATION\***

### **GC-37-A Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Metro, its subsidiaries, and any of their respective members, directors, officers, employees and agents, from and against any and all Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to workers compensation suits, breaches of contract and any fees of accountants, attorneys or other professionals arising out of, or resulting from any act, omission, fault or negligence of the Contractor or any of its officers, Authorized Representative, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them, in connection with or relating to, or claimed to be in connection with or relating to, the Services, the Work, the Contract, or the Program, including but not limited to any costs or liability on account of:

1. Personal injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of Metro); and

2. Metro's reasonable reliance upon the use of data or other information provided or delivered by the Contractor pursuant to the Contract or CWO.

The indemnification specified in this Article shall apply even in the event of the act, omission, fault or negligence whether active or passive, of the party or parties to be indemnified, but shall not apply to Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising from the willful misconduct of, or defects in design furnished by, the party or parties to be indemnified. Metro shall not be responsible for any negligence, willful misconduct or defects in design caused and/or furnished by the Contractor.

The indemnification specified in this Article shall survive termination or closeout of the Contract, CWO or Final Payment thereunder and is in addition to any other rights or remedies that Metro may have under the law or under the Contract. In the event of any Claim or demand made against any party that is entitled to be indemnified hereunder, Metro may at its sole discretion reserve, retain, and/or apply any monies due the Contractor under the Contract or CWO, for the purpose of resolving such Claims; provided, however, that Metro may release such funds if the Contractor gives Metro reasonable assurance that the Metro's interests will be protected. Metro shall, at its sole discretion, determine whether such assurance is reasonable.

Claims against the indemnified parties by any employee of the Contractor, its Subcontractors, Suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit the Contractor's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for the Contractor or its Subcontractors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

#### **GC-37-B Third Party Liability**

Nothing contained in the Contract or CWO is intended to or shall have the effect of creating any rights in any third party against Metro. The inclusion of the Contract or any part thereof in any other document shall not be deemed to be creating or incorporating any obligation, duty, or liability on the part of Metro. The Contractor shall indemnify the AUTHORITY in accordance with the provisions of this Article against any claim made by any third party claiming rights under the Contract.

#### **GC-37-C Joint Severable Liability**

If the Contractor is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the Contractor that are assumed under or arise out of the Contract. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from or assumed under the Contract, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

#### **GC-37-D Professional Liability**

The Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Work furnished by the Contractor (including the Work performed by Subcontractors on the basis provided herein) under the Contract or CWO. In addition to any other remedies provided Metro under the Contract, CWO or at law, the Contractor or Subcontractor shall correct or revise at no additional cost or fee to Metro any defective Work caused by the Contractor's or Subcontractor's negligent acts, errors or omissions in the performance of the Work hereunder. Neither Metro's inspection of, nor failure to inspect, review, accept, make payment for, any of the Work required under the Contract shall be construed to relieve the Contractor or Subcontractor of its obligations and responsibilities under the Contract or CWO for any negligent acts, errors and omissions in its performance of Work hereunder, nor operate as a waiver of any of Metro's rights under the Contract or of any cause of action arising out of the performance of the Contract. The Contractor or Subcontractor shall be and remain liable to Metro in accordance with applicable law for all damages to Metro caused by any failure of the Contractor or Subcontractor to comply with the terms and conditions of the Contract or CWO, or by the Contractor's or Subcontractor's negligent acts or errors or omissions in the performance of the Contract or CWO. With respect to the performance of Work by Subcontractors, the Contractor shall use its professional judgment, care and prudence in approving and accepting such Work but shall also take all action necessary to ensure correctness/accuracy of Subcontractors work. The Contractor warrants that the Work performed hereunder is of high professional quality and has been performed in full conformity with all codes, rules, regulations and statutory requirements.

In the event that the Contractor fails to perform its obligations under this Article (or under any other warranty or guarantee under the Contract) within the specified time and to the reasonable satisfaction of Metro, Metro shall have the right to correct and/or cause to be re-performed any defective or non-conforming Work and any Work of third parties damaged by such defective or non-conforming Work or the correction or re-performance thereof. The Contractor shall be obligated to fully reimburse Metro upon demand for any expenses incurred hereunder.

#### **GC-37-E Investigation Of Potential Negligence**

Contractor shall pay for all costs associated with its investigation of any negligence alleged against it under the terms and conditions of the Contract, unless there is a finding that the Contractor was not negligent; in which case Metro shall only pay for the reasonable cost of the Contractor's staff time to investigate the alleged negligence. Where it has been determined Contractor was in fact negligent, Contractor shall be responsible for and charged with Metro's staff time to investigate or review any alleged negligence by the Contractor, or any construction change order request, request for information, or claim related thereto, which shall not include third party costs.

The Contractor shall be a participant in the review of any construction change order request, request for information, or claim which alleges or involves potential

Contractor negligence, and shall not be responsible for or charged with any claims for delay by the Construction Manager or any construction Contractor unless the Contractor has been given a reasonable opportunity to participate in the review.

**GC-37-F** The Contractor acknowledges that the rights and remedies of the AUTHORITY specified in this Article are in addition to and do not limit any rights or remedies of Metro, afforded by the Contract or by law.

**GC-37-G Warranty**

Contractor Warranties: Contractor warrants that: it is aware of and understands the hazards which are presented to persons, property and the environment in the performing of transportation, storage, remediation and disposal Work as described within the Scope of Work of the Contract or CWO. It will transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations and orders. If the Scope of Work requires off-site storage or disposal, the selected storage and disposal facilities described in the work plan are now appropriately licensed and permitted to store and dispose of the waste, materials or hazardous substances detailed within the work plan. In the event the storage or disposal facility loses its permitted status hereafter during the terms of the Contract or CWO, Contractor will promptly notify Metro of such loss.

**GC-37-H Indemnification - Environmental Impairment Losses**

Environmental Impairment Losses (in addition to the indemnification provisions of the Contract). It is agreed that the Contractor, at the Contractor's sole cost and expense, shall indemnify and hold harmless Metro from and against the full amount of any and all present and future Environmental Impairment Losses that may arise out of the negligent performance of the activities or Work provided by the Contractor under the Contract or CWO. The term "Environmental Impairment Losses" shall mean any and all loss, liability, expense or damage (including, without limitation, all attorneys' fees and costs and all other professional or contractors' fees and costs), incurred by Metro under federal, state or local environmental law as a result of the activities conducted by the Contractor under the Contract or CWO.

**GC-37-I Environmental Indemnity**

In addition to any other indemnification provisions of the Contract, Contractor shall indemnify, defend and hold harmless Metro, its subsidiaries, and all of their officials, officers, agents, employees, and contractors, from and against any and all present and future liability, loss, cost, damage, and expense of every kind and nature, including, but not limited to, clean up costs, releases or substances resulting from acts of Contractor, failure to recognize or report the existence, quantity, or location of substances, remedial work required under any federal, state, or local law, regulation, or ordinance, contractors' fees, and attorneys' fees, resulting, directly or indirectly, from any negligent act or omission of Contractor, or any employee, Subcontractor, or Supplier of Contractor, in the performance

or failure to perform any work carried out, wholly or in part, pursuant to the Contract or CWO.

## **GC-38 RIGHTS IN TECHNICAL DATA, PATENTS AND COPYRIGHTS\***

- GC-38-A** All documents and materials prepared or developed by the Contractor and its subcontractors pursuant to the Contract shall become the property of Metro without restriction or limitation on their use and shall be made available upon request, to Metro at any time. Original copies of such shall be delivered to Metro upon completion of the Work or termination of the Work. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of Metro.
- GC-38-B** Metro shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Article entitled PUBLIC RECORDS ACT herein.
- GC-38-C** The Contractor shall agree to grant to Metro and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for the Contract. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for Metro to use such in the manner herein described.
- GC-38-D** The Contractor warrants that the Work and Goods used in providing the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against Metro, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by Metro, and indemnify and hold harmless Metro, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, but not limited to, defense costs and attorneys' fees.

When use of these Goods and/or processes is judged to be an infringement and such use is banned, the Contractor, at its own expense, shall, with the concurrence of Metro, do one of the following:

1. Secure for Metro the right to continue using said Goods and/or processes, by suspension of the injunction or by procuring a license(s);
2. Replace said Goods and/or processes, with non-infringing Goods and/or processes;
3. Modify said Goods and/or processes, so that they become non-infringing; or
4. Remove said Goods and/or processes, and refund the sum paid therefor without prejudice to any other rights of Metro.

The preceding subarticles shall not apply to Goods and/or processes furnished to the Contractor by Metro.

For Metro provided software, Metro, at its own cost, shall obtain any required license agreement(s). Metro shall indemnify, hold harmless and defend the Contractor from and against any and all Liability, damages, costs, and expenses, including but not limited to, defense costs and attorneys' fees, for or by any reason of any actual or alleged infringement of any United States patent or copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of Metro provided software, except for the unauthorized use of Metro provided software by the Contractor, its Director, Officers, employees, agents or representatives.

## **GC-39 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE\***

### **GC-39-A The Terms Used In This Article Are Defined As Follows:**

1. Software: The computer programs and products required to be developed and delivered by the Contractor to Metro under the Contract, in object code (but excludes commercial software developed at private expense and not in the public domain).
2. Source Code Materials: A human-readable copy of the Software and related materials and documentation generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings.
3. Documentation: Systems and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the Software for its intended purposes.

**GC-39-B** The Contractor shall deliver to Metro the Software, Source Code Materials, and Documentation, in such tape, disk, or hardcopy format as Metro may designate.

**GC-39-C** The Contractor shall retain ownership of the Software, Source Code Materials, and Documentation with the right to exploit the same, subject to Metro's rights as herein provided. Metro shall place such copyright notices affirming the Contractor's ownership rights as the Contractor may reasonably require on all materials licensed hereunder which are reproduced by Metro.

**GC-39-D** The Contractor hereby grants to Metro a royalty-free, paid-up, non-exclusive license, in perpetuity, to use duplicate, and disclose the Software, Source Code Materials, and Documentation, and to make modifications of and enhancements to the Software, and permit others (who sign standard nondisclosure agreements) to do the same, but only for governmental purposes and not for any commercial purposes.

**GC-39-E** Metro shall hold the Software, Source Code Materials, and Documentation in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, agents or sublicensees to whom disclosure is necessary or appropriate for the performance and exercise of its



rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

**GC-39-F** The Contractor warrants that the Software will perform according to the specifications set forth in the Contract, that it is owner of the Software, Source Code Materials, and Documentation that it has the right to convey and grant the license herein granted to Metro, and that Metro's use thereof as herein contemplated will not infringe any third party's proprietary rights in the United States. The foregoing warranties shall not apply to the extent the Software is modified by Metro.

**GC-39-G** Upon Metro's request the Contractor shall generate modifications of and enhancements to the Software not required by the Contract, at the Contractor's rates charged for comparable Work to its most favored customers.

#### **GC-40 AGENT TO ACCEPT SERVICE**

The Contractor shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled NOTICE AND SERVICE THEREOF of the Special Provisions to accept service of legal process on its behalf, and shall keep Metro advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under the Article entitled WARRANTY herein, whichever period terminates later. In the event that no such duly authorized agent is on file with Metro, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's authorized agent for service of legal process.

#### **GC-41 CONFLICT OF INTEREST\***

**GC-41-A** Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, Metro shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.

**GC-41-B** Contractor agrees that, for the term of the Contract, no member, officer, or employee of Metro, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.

**GC-41-C** The employment by Contractor of personnel on the payroll of Metro for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on Metro payroll within one (1) year prior

to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related contract with Metro, is also prohibited.

**GC-41-D** Neither the Contractor nor its employees nor its subcontractors or their employees shall give or offer to give any campaign contribution to any member of Metro in violation of Government Code Section 84308.

**GC-41-E** The Contractor shall not be permitted to participate in any capacity in contracts, subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

## **GC-42 COVENANT AGAINST CONTINGENT FEES\***

**GC-42-A** The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the Contractor by law, Metro may deduct from the TCP or consideration, or otherwise recover, the full amount of the contingent fee.

**GC-42-B** "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain Metro contract(s) nor holds itself out as being able to obtain any Metro contract(s) through improper influence.

**GC-42-C** "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain Metro contract(s) nor holds itself out as being able to obtain any Metro contract(s) through improper influence.

**GC-42-D** "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing an Metro contract.

**GC-42-E** "Improper influence," as used in this Article, means any influence that induces or tends to induce an Metro employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding an Metro Contract on any basis other than the merits of the matter.

## **GC-43 NO WAIVER**

**GC-43-A** Failure of Metro to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by Metro of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure or delay by Metro to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of Metro to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

#### **GC-44      CONFIDENTIALITY\***

Contractor agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of the Contract, shall be considered and kept as the private and privileged records of Metro and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of Metro. Further, upon termination of the Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of Metro.

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by Metro.

#### **GC-45      SAFETY AND LOSS PREVENTION \***

This Article is to be construed in its broadest sense for the protection of persons and property by the Contractor and no action or omission by Metro, the Contracting Officer, any Authorized Representative or any other person shall relieve the Contractor of any of its obligations and duties hereunder.

##### **A. Metro's Safety Principles**

1. Safety is a 24/7 priority
2. Safety is everyone's responsibility
3. Accidents and injuries are preventable
4. Working safely is a condition of employment
5. Training is essential for good safety performance
6. Management is accountable for safety

##### **B. Contractor Responsibilities**

The Contractor is responsible for:

1. Complying with all applicable safety Laws
2. Enforcing Worksite safety practices; and

3. The discovery, determination and correction of any unsafe conditions related to the Contractor's performance of the Work or Goods supplied by the Contractor on Metro property.
4. The Contractor shall cooperate and coordinate with Metro and with other METRO Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by METRO.

#### **C. Safety Practices**

1. The Contractor shall inform its personnel of METRO safety practices and the requirements of Metro's safety program identified in [Metro Safety Manual for Other Than Major Construction](#).
2. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro.

#### **GC-46**

#### **ENGLISH REQUIREMENTS \***

At all times, all Contractor personnel on site must have sufficient knowledge of the English language to comprehend safety related directions and requirements. At all times the Contractor shall have a lead representative on site who has sufficient comprehension of the English language to read, write, speak and understand all job related directions and discussions.

#### **End Of General Conditions (Services)**

## **COMPENSATION & PAYMENT PROVISIONS (FIRM FIXED PRICE)**

**Note:**

Articles flagged with an asterisk (\*) are Flow-down requirements as defined in Article SUBCONTRACTORS AND SUPPLIERS in Contract Document GENERAL CONDITIONS.

**CP-01 BASIS OF COMPENSATION \***

Contractor will be paid the Contract Price in accordance with the following Articles, the Payment Schedule in the Article entitled COMPENSATION in the Form of Contract and all other applicable terms and conditions of the Contract.

**CP-02 MILESTONE PAYMENTS**

A. Applicability

This Article applies only if the Payment Schedule in the Contract provides for Milestone Payments.

B. Definition

A Milestone Payment is a payment of a portion to the Contract Price for completion of the Work based upon the Payment Schedule defined below.

C. Application for Progress Payment

Contractor's Applications for Progress Payments ("Applications") shall contain:

1. The original and two copies of the invoice, dated and identifying the Contract Number;
2. A description of the Work completed and how the Milestone Payment was calculated;
3. Certification or proof from subcontractors / suppliers that payments have been made to them for the portion of their work that has been accepted by LACMTA and for which Contractor has been paid;
4. Any other documentation Metro requires to process the Progress Payment;
5. The Contractor's signature and certification that the Work has been performed in accordance with the Contract, using the form attached hereto as Attachment 1; and
6. Signature of Metro's Authorized Representative acknowledging that the Work described in the Application has been done in accordance with the Contract.
7. Certification for Request for Payment attached as Exhibit 1

D. Terms of Payment

1. Contractor shall submit the Application to Metro, based on the Payment Schedule.
2. Metro will make Milestone Payments within thirty (30) days after it's receipt of an undisputed and properly submitted Application. Upon receipt of an Application, Metro shall:
  - a. Review the Application to determine if it is complete and meets Contractual requirements.
  - b. Return any Application that is not complete or does not meet Contractual requirements, setting forth in writing the reasons for the determination.
  - c. No Milestone Payments shall be made for Work not performed in accordance with the Contract.

E. The Contractor shall be paid for the Milestone Payments for Earned Value Categories listed below upon completion and approval of the milestone requirements as follows:

1. LACMTA will make payments for the Price Proposal Items as provided in **Price Proposal Form (PF-1)**, Contract Price Summary, with the payment schedule as described below.
2. Milestone Payments are generally listed in the sequence of the Work to be performed. LACMTA at its discretion may elect to pay a Milestone Payment out of sequence if Contractor has completed Work for that portion of the Milestone. LACMTA also at its discretion may elect to make partial payment for a Milestone Payment if it is determined that a discrete portion of the Work has been completed and the remaining portion of the milestone does not have any material impact on the schedule or quality of the Work.
3. Title to material included in any Milestone payment request shall pass to LACMTA upon payment by LACMTA. Said title shall be free of all encumbrances. However, such transfer of title shall not relieve the Contractor of its responsibility for the furnishing, installation, fabrication or inclusion of said materials as a deliverable element of Vehicles procured in accordance with the requirements of the Contract.

4. Milestone Payments for total price of Price Proposal Form (PF-1), Contract Price Summary are specified below as percentages of the total price for each Milestone listed. Proposed Deviations from Non-Technical Terms and Conditions, Proposers may propose alternate Milestone Payments for consideration by LACMTA.

The LACMTA shall make milestone payments for the Vehicles according to the following schedule:

Ten percent (10%) of the Total Price for the Base Vehicles will be paid as a milestone payment following:

**A. Pre-Production Deliverables (4% of Total Base Vehicle Price)**

1. Completion of the initial Pre-Production Meeting with receipt of bilaterally approved minutes, and a detailed itemization of significant changes from manufacturers standard CNG/ZE configuration (this shall specifically include a listing of all major system and subsystem components and any structural modifications made to comply with contractual requirements).
2. Receipt and acceptance of Production Schedule and Critical Path Milestone schedule.
3. Receipt and acceptance of the Contractor's Quality Assurance Manual and ISO 9001 Quality Assurance Procedures.
4. Receipt and acceptance of the Contractor's Warranty Plan.

**B. Pilot Bus Acceptance (3% of the Total Base Vehicle Price)**

1. Pilot Bus as required under SP-06.
2. Draft manuals if not previously delivered.
3. Any other outstanding Contract Deliverables required prior to Pilot Bus acceptance.
4. Receipt of In-Process and As Built Drawings (TS-5.6.8)
5. Mutually agreed upon action items for the First Article Vehicle.

**C. First Article Bus Acceptance (3% of the Total Base Vehicle Price)**

1. First Article Bus as required under SP-08.
2. Final manuals if not previously delivered.
3. Any other Contract Deliverables required prior to First Article Bus Acceptance.
4. Mutually agreed upon action items for Production Buses.

*Note: First Article Milestone Payment will only apply to 1 vehicle. If additional First Article Inspections are required (see SP-22, Continuity of Production) then such buses will be paid in accordance with Article D and E listed below.*



D. Milestone Payment for Production Vehicles (This payment shall **NOT** apply to the Pilot Vehicle or First Article Vehicle.)

1. **For 40' and 60' CNG Buses** - Ninety percent (90%) of the Total Price of each Production Vehicle including Option Vehicles will be paid within 30 days after Acceptance of each Vehicle.

2. **For 40' and 60' Zero Emission (ZE) Buses**

a. Eighty percent (80%) of the Total Price of each Production Vehicle in the Base Order, including Option Vehicles, will be paid within 30 days after Acceptance of each Vehicle. (This payment shall not apply to the Pilot Vehicle or First Article Vehicle.

b. Ten percent (10%) of the Total Price of each Production Vehicle in the Base Order, including Option Vehicles, will be paid, upon compliance with all of the following conditions:

- After completion of 15,000 miles in service
- All pending warranty/technical/Emission issues closed
- Sustained 75% or better vehicle availability during 30 days immediately prior to payment

3. **For 40' and 60' CNG and ZE Buses**

**Withhold** – Metro reserves the right to withhold payments from the amount due to the Contractor equivalent to the dollar value of the:

- Labor commitment that is not attained by the Contractor pursuant to the Contractor's Local Employment Program (SP-38). The withheld amount shall be released upon Contractor's proof of attainment of its Labor Employment Program commitments.
- Warranty Liquidated Damages (SP40.20) accrued due to Contractor's failure to meet the warranty requirements.

E. Milestone Payments for total price of Price Proposal Form (PF-1), Contract Price Summary, Item 2, Spare Parts, from Schedule A, Form PF-2, shall be made upon delivery and acceptance of spare parts to LACMTA. The spare parts shall be delivered in partial separate shipments and shall be of the latest configuration. The Contractor shall submit for LACMTA's approval a list of spare parts to be delivered from the total list of spare parts on Form PF-2, prior to any shipment. The Contractor shall furnish to LACMTA at the time of the shipment, an itemized breakdown of the quantities and prices of items shipped. The

shipments shall be made thirty (30) days prior to the delivery of the First Article Vehicle.

- F. Milestone Payments for total price of Price Proposal Form (PF-1), Contract Price Summary, Item 3, Special Tools, from Schedule B, Form PF-3, shall be made upon delivery and acceptance of special tools to LACMTA. The special tools shall be delivered in partial separate shipments and shall be of the latest configuration. The Contractor shall submit for LACMTA's approval a list of special tools to be delivered from the total list of special tools on Form PF-3, prior to any shipment. The Contractor shall furnish to LACMTA at the time of the shipment, an itemized breakdown of the quantities and prices of items shipped. The shipments shall be made thirty (30) days prior to the delivery of the First Article Vehicle.
- G. Milestone Payments for total price of Price Proposal Form (PF-1), Contract Price Summary, Item 4, Diagnostic Test Equipment (DTE) for base buy, from Schedule C, Form PF-4, shall be made upon delivery and acceptance of DTE to LACMTA. The DTE shall be delivered in partial separate shipments and shall be of the latest configuration. The Contractor shall submit for LACMTA's approval a list of DTE to be delivered from the total list of DTE on Form PF-4, prior to any shipment. The Contractor shall furnish to LACMTA at the time of the shipment, an itemized breakdown of the quantities and prices of items shipped. The shipments shall be made thirty (30) days prior to the delivery of the First Article Vehicle.
- H. Milestone Payments for total price of Price Proposal Form (PF-1), Contract Price Summary, Item 5, Training Aids, from Schedule D, Form PF-5, shall be made upon delivery and acceptance of DTE to LACMTA. The Training Aids shall be delivered in partial separate shipments and shall be of the latest configuration. The Contractor shall submit for LACMTA's approval a list of Training Aids to be delivered from the total list of Training Aids on Form PF-5, prior to any shipment. The Contractor shall furnish to LACMTA at the time of the shipment, an itemized breakdown of the quantities and prices of items shipped. The shipments shall be made thirty (30) days prior to the delivery of the First Article Vehicle.
- I. Milestone payments for total price of Price Proposal Form (PF-1), Contract Price Summary, Item 6, Manuals (Technical Publications) are specified below as percentages of the total price for each milestone listed.

Milestone	Description	Milestone Percentage	Cumulative Percentage
A)	Approval of each category of draft manuals listed in TS- 5.6.4.	50	50
B)	Approval and acceptance of each category of final	50	100

Milestone	Description	Milestone Percentage	Cumulative Percentage
	manuals listed in TS-5.6.4.		

- J. Full payment for Price Proposal Form (PF-1), Contract Price Summary, **Item 7, Performance Bond** shall be made upon providing the executed certificate.
- K. Milestone payments for total price of Price Proposal Form (PF-1), Contract Price Summary, **Item 8, Training** is specified below as percentages of the total price for each milestone listed.

Milestone	Description	Milestone Percentage	Cumulative Percentage
A)	Approval of Training Program Curriculum and schedule (TS-5.6.1).	10	10
B)	Approval of training materials, manuals, guides and aids (TS-5.6.1, TS 5.6.2 and TS- 5.6.3).	30	40
C)	Successful completion of operating and maintenance training programs (TS 5.6).	60	100

- L. Milestone payments for total price of Price Proposal Form (PF-1), Contract Price Summary, **Item 9, Vehicle Delivery Charge** is 100% of the total price payable 30 days after acceptance of each Vehicle including Option Vehicles.

### CP-03 PAYMENT TO SUBCONTRACTORS \*

#### A. Applicability

This Article applies only if the Contractor has employed Subcontractors.

#### B. Requirements

1. Progress Payments - Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than seven (7) days after its receipt of each Progress Payment from Metro.
2. Final Payment to Subcontractors - The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the

Subcontract within seven (7) days after the Subcontractor's Work is satisfactorily completed.

3. Delay in Payment – Contractor shall not delay payment beyond the seven (7) day time limit except for good cause, and only upon the prior written approval of Metro.

C. Failure to Comply

If Metro determines that the Contractor has failed to comply with this Article, Metro may give written notice to the Contractor and the Contractor's Surety describing the default, that the default shall be cured, and if the default is not cured as provided the Article entitled TERMINATION FOR DEFAULT in the GENERAL CONDITIONS of this Contract, the Contract may be terminated for default as provided therein, or Metro may exercise any other remedy it has under the Contract or Law.

**CP-04      PAYMENT OF TAXES \***

Unless otherwise specifically provided in this Contract, the Contract Price includes compensation for all taxes the Contractor is required to pay by Laws in effect on the date the Contractor's bid was opened. The Contractor shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The Contractor shall ascertain and pay the taxes when due. The Contractor will maintain auditable Records, subject to Metro reviews, confirming that tax payments are current at all times.

**CP-05      FINAL PAYMENT \***

A. Final Acceptance

After Final Acceptance of the Work, as provided in the General Conditions of this Contract, Final Payment will be made as follows:

1. Prior to Final Acceptance of the Contract, as provided in the General Conditions of this Contract, the Contractor shall prepare and submit an Application for Final Payment to Metro including:
  - a. The proposed total amount due the Contractor, segregated by items on the Payment Schedule, Amendments, Change Orders, and other bases for payment;
  - b. Deductions for prior Progress Payments;
  - c. Amounts retained;
  - d. List of Claims the Contractor is filing concurrently with the Application for Final Payment, or a statement that no Claims will be filed with the Application for Final Payment; and

- e. List of pending unsettled Claims, stating claimed amounts.
- 2. Prior Progress Payments shall be subject to correction in Metro's review of the Application for Final Payment. Claims filed with the Application for Final Payment, or at any time thereafter prior to Final Payment, must be otherwise timely under the Contract and applicable Law.
- 3. Metro will review the Contractor's Application for Final Payment will forward any required changes or corrections to the Contractor. Within ten (10) days after receipt of required changes from Metro, the Contractor will make the changes, and, if applicable, list Claims that will be filed as a result of the required changes, and shall submit the revised Application for Final Payment. Upon acceptance by Metro, the revised Application for Final Payment will become the approved Application for Final Payment.
- 4. If no Claims have been filed with the initial or any revised Application for Final Payment and no Claims remain unsettled within thirty (30) days after Final Acceptance of the Work by Metro, and agreements are reached on all issues regarding the Application for Final Payment, Metro, in exchange for an executed release, satisfactory in form and substance to Metro, will pay the entire sum found due on the approved Application for Final Payment, including the amount, if any, allowed on settled Claims.
- 5. The release from the Contractor shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of Metro are specifically reserved, and shall release and waive all unreserved Claims against Metro and its officers, directors, employees and Authorized Representatives. The release shall be accompanied by a certification by the Contractor that:
  - a. It has resolved all Subcontractor, Supplier and other Claims that are related to the settled Claims included in the Final Payment;
  - b. It has no reason to believe that any party has a valid Claim against the Contractor or Metro which has not been communicated in writing by the Contractor to Metro as of the date of the Certificate;
  - c. All warranties are in full force and effect; and
  - d. The releases and warranties shall survive final payment.
- 6. If any Claims remain open, Metro may make final Payment subject to resolution of those Claims. Metro may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount of the open Claims.

B. Discovery of Deficiencies \*

Notwithstanding Metro's acceptance of the Application for Final Payment and irrespective of whether it is before or after Final Payment has been made, Metro shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not conform to the Contract requirements; or
3. A previous payment, or portion thereof, for Work was improperly made.

Metro shall not be estopped from demanding and recovering damages from the Contractor, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable Law.

**CP-06**

**AUDIT REQUIREMENTS \***

A. Applicability

This Section applies to the Contractor, its Subcontractors and Suppliers. The Contractor, its Subcontractors and Suppliers shall be subject to audit at any reasonable time by the Authorized Auditors for;

1. Any Costs proposed for a Modification, or
2. Defective Cost or pricing on the Contract including any Modification.

B. Defined Terms

**Audit:** audit, examine, verify, review, excerpt, vouch or transcribe Contractor's, Subcontractors' or Suppliers' Records.

**Authorized Auditors:** Metro employees, any firms appointed by Metro or other authorized agencies acting as agents of a Governmental Entity. For federally funded Contracts, Authorized Auditors shall also include the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives.

**Costs:** Amounts (both direct and indirect) claimed to be due and payable, or anticipated to be incurred in performing the proposed Modification.

**Records:** All of the Contractor's, Subcontractors' or Suppliers' Cost or pricing data supporting the Modification or Element thereof, including but not limited to books, data, Records, documents, reports, computations and projections, accounting procedures and practices and other evidence, in all forms (e.g. paper or machine readable media such as disk, tape, etc.) or types (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect the performance of the

Work and all Costs claimed to have been incurred or anticipated to be incurred in performing the Work on a proposed Modification. Any information provided by the Contractor, Subcontractor or Supplier on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The detail and depth of Records required as backup support for Audits shall be that which adequately establishes and maintains visibility of both allowable, and identified unallowable costs including directly associated costs.

**Reproduce:** copy, download, transcribe, print etc. by any means whatsoever free of charge.

C. Access

1. Records

Upon reasonable written advance notice to the Contractor, Subcontractors or Suppliers, with a copy sent to the Contractor's Authorized Representative, the Authorized Auditors shall have access during Contractor's normal business hours to all Records related to Costs or performance of the proposed Modification for the purpose of Auditing.

2. Worksites

For any federally funded major capital project, the Authorized Auditors shall include the FTA Administrator or his authorized representatives including any PMO Contractor. Access shall include the Worksite.

D. Records Retention

The Contractor, Subcontractors and Suppliers shall maintain all Records required under this Contract for a period of not less than three years after the date of Termination, in whole or in part or Final Payment, whichever is later. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor, Subcontractor and Suppliers shall maintain all Records related to this Contract until Metro or any Governmental Agency or their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

E. Reproduction of Records

The Authorized Auditors shall have the right to Reproduce any Contractor, Subcontractor or Supplier Records related to Costs proposed for a Modification. The Contractor, Subcontractor or Supplier shall make said evidence (or to the extent accepted by the Authorized Auditors, photographs, micro-photographs or other authentic reproductions thereof) available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge.

F. Modifications

The Contractor, Subcontractors or Suppliers shall maintain and segregate Cost and pricing data and Records sufficient to properly reflect all direct and indirect Costs of whatever nature claimed to have been incurred or anticipated to be incurred in connection with a Modification to the Contract.

G. Defective Cost and Pricing Data

FAR 52-215-10 Price Reduction for Defective Cost or Pricing Data and 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications shall apply to this Contract. The term Government referred to in the FAR clauses shall include Metro for purposes of this Contract.

H. Disposition of Audit Findings

The Contracting Officer may use all evidence in the Records including the Audit findings to:

1. Negotiate Modifications, or
2. Demand payment from the Contractor or adjust any Contractor's invoice to:
  - a. Reduce amounts found by the Contracting Officer to be unallowable costs; or
  - b. Adjust for prior overpayments or underpayments.

**CP-07**

**LIQUIDATED DAMAGES**

If the Work and specified portions of the Work are not completed and delivered according to the delivery schedule within the number of days set forth in Section SP-8 of the Special Provisions, damage will be sustained by LACMTA. It is and will be impracticable to ascertain the actual damage which LACMTA will sustain. Damage to LACMTA in the case of failure by the Contractor to complete specified portions of Work within the time as required therefore by the terms of this Contract will include, but not be limited to, the following:

1. Delays in the completion and operation of LACMTA's Transit System;
2. Unreasonable inconvenience to the public;
3. Loss of revenue;
4. Increased costs of Contract administration; and
5. Delays and increased costs to other Contractors.

In the event of and by reason of such delay, subject to the provisions of Section GC-19 of the General Conditions entitled EXTENSION OF TIME, the Contractor shall pay to LACMTA the amount set forth in these provisions as liquidated



damages for each day's delay or fraction thereof in completion of the Work as specified in the Special Provisions. LACMTA may deduct the sum of liquidated damages from any monies due or that may become due the Contractor, or if such monies are insufficient, the Contractor or its surety shall pay to LACMTA any deficiency. The remedies provided herein are not exclusive, and are in addition to other rights and remedies provided by law or under this Contract.

A. Just Compensation

In lieu of actual damages, in the event of late submittal, delivery, or acceptance of any deliverables, including vehicles, explicitly noted in Section SP-8, the Contractor agrees to pay LACMTA an amount of money as a reasonable estimate of just compensation for damages contemplated in this Article. The liquidated damages shall be for the 40' Low Floor CNG Buses.

- B. The Contractor agrees to make payment in the above amounts in the event of late delivery, and agrees that LACMTA may withhold monies for such from any funds due.

C. Limitations of Liability

Liquidated Damages for late delivery of buses will be limited, for all causes, to a maximum of ten (10) percent of the total price of the Contract.

D. LACMTA Rights

Application of the "Liquidated Damages" provisions of the Contract in no way alters LACMTA's rights under the TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS Article of the General Conditions.

**RFP No.: OP28367**  
**FORTY-FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZERO EMISSION BUS**  
**PROCUREMENT**

**EXHIBIT 1 - PAYMENT CERTIFICATION**

1. I hereby certify to the best of my knowledge and belief that:
  - A. This Payment Request represents a true and correct statement of the Work performed;
  - B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and
  - C. All Subcontractors and/or Suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from Metro.
2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to Metro a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which Metro may have either under contract or law.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: \_\_\_\_\_

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

Name of Certifying Official: \_\_\_\_\_

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

Date of Execution: \_\_\_\_\_

**END OF COMPENSATION & PAYMENT PROVISIONS**

## **EXHIBIT B - STATEMENT OF WORK**

Reference Volume II – Technical Specifications (TS)

- TS – 40 Foot CNG or Zero Emission Buses
- TS – 60 Foot CNG or Zero Emission Buses

## **SECTION 3 – BID/PROPOSAL DOCUMENTS**

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## **INSTRUCTIONS TO PROPOSERS**

### **IP-01      PREQUALIFICATION REQUIREMENTS**

- A. All contractors, subcontractors, material suppliers (supplying directly to Metro), and any other firm competing for award of contracts or subcontracts of \$100,000 or more will be required to complete and submit a Contractor Pre-Qualification Application. Failure to do so may cause your Proposal to be rejected as non-responsive.
- B. Contractor Pre-qualification Applications are due to the pre-qualification office no later than the Proposal due date. Do not put copies of pre-qualification documents in your Proposal.
- C. For contact information, please refer to the Letter of Invitation. For detailed instructions, refer to the Pre-Qualification Application which can be downloaded from Metro website (<http://www.metro.net/EBB/PQA/vprequal.htm>), or provided by the Pre-Qualification Office.

### **IP-02      NOTICE OF RECEIPT OF RFP DOCUMENTS**

- A. Proposer shall acknowledge receipt of the RFP Documents within five (5) calendar days of receiving them and shall specify the addressee of any notices or addenda to be sent to Proposer by LACMTA. Notification of receipt shall be by fax or by letter delivered directly to the offices of LACMTA at the address for receipt of enquiries shown in the Request for Proposal Letter. Failure to so notify LACMTA may result in the Proposer failing to receive Addenda or other important communications from LACMTA which may result in Proposer being non-responsive.
- B. Prospective Proposers are advised that until the award of any contract, pursuant to this RFP, they are not permitted to contact LACMTA employees about a matter related to this solicitation unless they have received the permission of the Contract Administrator shown in the Request for Proposal Letter.

### **IP-03      EXAMINATION OF RFP DOCUMENTS**

- A. All proposals shall be in strict accordance with the Request for Proposal (RFP) Documents.
- B. Copies of the solicitation, Metro responses to all written questions, and requests for interpretation and clarification will be available for examination and/or purchase as noted in the Request for Proposal Letter. The proposer is solely responsible for the examination of solicitation documents; reviewing all Amendments; comprehending all conditions that may impact the proposal, and the performance of the Work should the proposer be selected. Failure of the proposer to so examine and inform itself must be at its sole risk.

#### **IP-04                    INTERPRETATION OF RFP DOCUMENTS**

- A. Requests for interpretation or clarification of the solicitation documents shall be submitted in writing. All written requests shall be forwarded to Metro Contract Administrator identified in the Request for Proposal Letter.
- B. To ensure that responses are provided to all Planholders, inquiries shall be received at least ten (10) working days prior to the submittal due date. Where such interpretation or clarification requires a change in the solicitation documents, Metro will issue an Amendment.
- C. Metro shall not be bound by, and the Planholder shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents.

#### **IP-05                    COMMUNICATION WITH METRO**

All communications between Metro and the proposers must be in writing addressed to the Contract Administrator identified in the Request for Proposal Letter, except for:

- Issues regarding Pre-qualification addressed in PREQUALIFICATION REQUIREMENTS, and
- The Diversity and Economic Opportunity (DEO) department (such as a list of certified firms and the certification status of a particular firm) may be obtained by contacting the responsible party noted in the Request for Proposal Letter.

#### **IP-06                    PRE-PROPOSAL CONFERENCE**

LACMTA will conduct a Pre-Proposal Conference. Notification of a Pre-Proposal Conference will be as indicated in the Request for Proposal Letter or as may be communicated to Proposers. Each and every Proposer and Proposer subcontractor is invited to attend the Pre-Proposal Conference.

LACMTA's representatives will entertain and respond to oral inquiries at the Pre-Proposal Conference; however, only a written interpretation or correction issued as an Addendum by LACMTA shall be binding on the LACMTA and the Proposers.

Proposers should not rely on any representations, statements, or clarifications not made in this RFP or in a formal addendum.

#### **IP-07                    AMENDMENT**

- A. Metro reserves the right to revise the solicitation documents prior to the proposal submittal due date. Such revisions, if any, will be made by Amendment to this RFP.

- B. Proposers shall acknowledge receipt of all Amendments to the solicitation documents in the Proposal Letter. Failure to acknowledge receipt of all Amendments and to include all the requirements of the Amendments in the proposal may render the proposal unacceptable and cause it to be rejected.
- C. Prior to submitting the proposal to Metro for consideration, each proposer is responsible for checking Metro website to ensure that it has received all applicable Amendments.

## **IP-08 PREPARATION OF SUBMITTAL**

- A. The proposal shall be formatted in accordance with the requirements specified herein. Proposals shall include the forms provided with the solicitation documents, or on legible photocopies of the forms. Proposers shall complete the forms in accordance with the directions specified in these Instructions and the forms. All required explanatory narratives and the supplementary data are to be included with the proposal forms as indicated.
- B. Pencil or erasable ink shall not be accepted. Initial all modifications made to the proposer's entries and identify the proposer's name on the top right of each page. Liquid or dry correction materials shall not be used.
- C. Failure to comply with the requirements outlined in these solicitation documents may render the proposal(s) incomplete and may cause proposal rejection. This RFP does not commit Metro to enter into a contract nor does it obligate Metro to pay for any costs incurred in the preparation and submission of proposals.

## **IP-09 MODIFICATIONS AND ALTERNATIVE PROPOSALS**

- A. Proposers are cautioned to limit exceptions, conditions, limitations to the provisions of this RFP as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.
- B. Proposers submitting conforming proposals may submit alternate proposals to this RFP as complete separate offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of Metro. Metro reserves the right to accept or reject any alternate proposal. Oral or telephonic proposals and/or modifications shall not be considered.

## **IP-10 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE**

- A. Proposer or its authorized representative (Proposer's Representative) shall execute the Proposal and all required solicitation documents. Proposers shall submit evidence of the Proposer's Representative's authority.
- B. If the proposer is a joint venture or partnership, it shall submit with its proposal a duly notarized Venturer or Partner-executed Irrevocable Power of Attorney that designates the Proposer's Representative along with a copy of



the signed Joint Venture or Partnership Agreement. The Proposer's Representative shall be empowered to execute the proposal on behalf of the proposer and to act for and bind the proposer in all matters relating to the proposal. The Irrevocable Power of Attorney shall specifically state that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the proposer that are assumed under the proposal and under any contract arising therefrom. The Proposer's Representative shall execute the proposal on behalf of the joint venture or partnership in its legal name.

#### **IP-11 PERFORMANCE BOND REQUIREMENT**

The Proposer to whom a Contract is awarded shall deliver to LACMTA upon award of Contract, but in any event prior to execution of the Contract by LACMTA and prior to commencing Work, a Performance Bond in the form supplied by LACMTA and executed as surety by a corporation acceptable to LACMTA and authorized to issue such a bond in the jurisdiction where the Contract is to be performed. Such Performance Bond shall be for 15% of the Total Contract Price.

#### **IP-12 SUBMISSION OF PROPOSAL**

- A. LACMTA will accept proposals submitted by the proposer at the address and place shown in the Letter of Invitation, up to the date and time shown therein.
- B. It is the proposer's sole responsibility to see that its proposal is received as stipulated. LACMTA may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the proposer.

#### **IP-13 PROPOSAL EVALUATION PROCESS**

- A. LACMTA shall review and evaluate the proposals in accordance with the requirements of solicitation documents, including any Good Faith Efforts submittals. Following the evaluation period the Notice of Intent to Award will be sent to all proposers and posted on LACMTA's website.
- B. During the proposal evaluation period, staff shall determine if proposals are complete and proposers are responsible. Responsibility is defined as the apparent ability of the proposer to meet and successfully complete the requirements of the Contract. Responsibility includes, but is not limited to; consideration of a proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed Work in a satisfactory manner. Proposers may be required to present further evidence that it has successfully performed similar Work of comparable magnitude or provide other proof satisfactory to LACMTA that it is competent to successfully perform the Work.
- C. For solicitations over \$100,000, a debriefing is available to interested parties after award. Proposers must request the debriefing in writing within five (5) days of receipt of the notice of intent to award. Debriefing will be held after

award. Any request for a debriefing should be addressed to the Contracting Officer.

#### **IP-14 WITHDRAWAL OF SUBMITTAL**

The proposer by means of a written request, signed by the Proposer's Representative, may withdraw a proposal. Such written request shall be delivered to the Contract Administrator identified in the Request for Proposal Letter prior to the award.

#### **IP-15 PRE-AWARD AUDIT**

LACMTA or its representatives, upon reasonable advance written notice, shall have the right to examine any books, records, accounts and other documents of any proposer to determine the reasonableness, allowability, and allocability of the proposal.

#### **IP-16 LACMTA RIGHTS**

LACMTA may investigate the qualifications of any proposer under consideration inclusive of, but not limited to, the information provided in the Pre-Qualification Application. LACMTA may require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFP. LACMTA reserves the right to:

1. Reject any or all of the proposals, at its discretion;
2. Remedy errors in the RFP;
3. Cancel the entire RFP;
4. Issue subsequent RFP;
5. Appoint evaluation committees to review proposals;
6. Seek the assistance of outside technical experts to review proposals;
7. Approve or disapprove the use of particular subcontractors and suppliers;
8. Establish a short list of proposers eligible for discussions after review of written proposals;
9. Solicit best and final offers (BAFO) from all or some of the proposers;
10. Negotiate with any, all or none of the proposers;
11. Award a contract to one or more proposers;
12. Accept other than the lowest priced proposal;
13. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s);
14. Waive any informalities or irregularities in any proposal, to the extent permitted by law; and
15. Award a Contract without interviews, discussions or negotiations.

## **IP-17 PUBLIC RECORDS ACT**

- A. Responses to this RFP must be subject to the provisions of the California Public Records Act (California Code Government Code, §6250 et seq.).
- B. Any documents provided by the Contractor to LACMTA marked "Trade Secret," "Confidential," or "Proprietary" or any financial records provided by the Contractor to LACMTA shall be handled in accordance with the General Condition entitled "Public Records".

## **IP-18 DISQUALIFICATION OF PROPOSERS**

- A. Federal Organizational Conflict of Interest may apply to this procurement. See Supplemental Condition entitled, Organizational Conflict of Interest.
- B. Any person, firm, corporation, joint venture or partnership, or other interested party that has been compensated by LACMTA or a contractor engaged by LACMTA for assistance in preparing the RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a proposal in response to this RFP.
- C. After the RFP is issued, any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone within Metro other than the Contract Administrator may be considered to have gained an unfair competitive advantage. The enclosed Metro Lobby Ordinance, Certification of Conflict Checklist and Metro Code of Conduct shall govern the limits of participation. Non-compliance with these regulations could lead to disqualification. All communications with Metro shall be in accordance with the instruction, COMMUNICATIONS WITH METRO.

## **IP-19 FILING OF PROTESTS**

- A. All Protests must be filed and resolved in a manner consistent with the LACMTA, "PROTEST INSTRUCTIONS" (available for download at <http://media.metro.net/ebb/protest.pdf>).
- B. Appeals related to a Pre-Qualification Denial must be filed in accordance with the Pre-Qualification Appeal entitled Contractor Pre-Qualification Program (available for download at <http://www.metro.net/EBB/PQA/vprequal.htm>).

## **END OF INSTRUCTIONS TO PROPOSERS**

# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS/PROPOSERS

## 1. PERFORMANCE BOND REQUIREMENTS

Yes ☒ No ☐

- A. Concurrent with the execution of the Contract, the Contractor shall furnish LACMTA, at its own expense, a Performance Bond satisfactory to LACMTA in the form supplied herein, issued by a surety satisfactory to LACMTA and authorized to issues such bond in the State of California.
- B. The Performance Bond shall be for **15 percent** (15%) of the Total Contract Price as a guarantee of good faith and timely performance on behalf of the Contractor that the terms of the Contract shall be complied with in every particular.

## 2. ASBESTOS CERTIFICATION

In submitting this Proposal and signing the Proposer Letter, the Proposer certifies that upon award, all Buses delivered under the Contract shall not contain any asbestos including all subsystems, components and parts.

## 3. COMPLIANCE WITH BUS TESTING REQUIREMENT

The Proposer shall certify that the Buses offered in this procurement comply and will, when delivered, comply with 49 U.S.C § 5323 and FTA's implementing regulation 49 CFR Part 665, on the Proposal Form entitled Certification of Compliance with FTA's Bus Testing Requirements.

In addition to the certification submitted with the Proposal on the Proposal Form entitled Certification of Compliance with FTA's Bus Testing Requirements, Contractor shall comply with 49 U.S.C.A. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1. If the Contractor proposes a new bus model or a bus produced with a major change in components or configuration, the Contractor shall provide a copy of the final test report to the LACMTA prior to LACMTA's final acceptance of the first vehicle.
- 2. When the Contractor releases the final test report under paragraph 1 above, it shall provide notice to the operator of the testing facility that the report is released and available to the public.
- 3. If the Contractor represents that the Bus was previously tested, the Bus being sold shall have the identical configuration and major components as the Bus in the final test report. The final test report shall be provided to LACMTA prior to LACMTA's final acceptance of the first vehicle.
- 4. If the configuration or components are not identical, the Contractor shall provide a description of the change and the Contractor's basis for concluding that it is not a major change requiring additional testing.

5. If the Contractor represents that the Bus is “Grandfathered” (Has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in the configuration or components), the Contractor shall provide notice to the FTA and LACMTA containing the name and address of the recipient of the Bus and the details of the Buses configuration and major components.
6. Notwithstanding anything that could be interpreted to the contrary in the Article, the Bus shall meet all of the specifications.

**END OF SUPPLEMENTAL INSTRUCTIONS**

# SUBMITTAL REQUIREMENTS

## PR 1.0 GENERAL

Proposals will be received and evaluated from bus manufacturing firms who will serve as the sole or prime contractor. Bus manufacturers must propose to assume full responsibility for the execution of the Work, including management of all subcontractor/supplier efforts.

Proposals found to be compliant with the Minimum Qualifications (applicable to Group A Proposers only) will then be evaluated to determine those proposals that represent technically acceptable offers. In the event that proposers propose technical and/or non-technical deviations, LACMTA may require discussions to obtain additional information needed to determine if the proposed deviations are in the best interest of LACMTA or to clarify what is being proposed.

The Proposer shall respond to all topics described below, maintaining the numbers, and repeating the direction with the response. The Proposer shall address each of the topics individually and completely, whether or not the same or similar descriptions are provided elsewhere in the proposal. The Proposer should avoid, to the maximum extent practicable, making references to other proposal sections from within one proposal section. The intent of this arrangement is to allow LACMTA to readily partition the proposal documents for review by the Proposal Evaluation Committee. In responding to each topic, the Proposer shall identify specific elements planned for the vehicle and its subsystems and the Proposer's experience with the elements proposed. The proposal shall specify the names of candidate subcontractors and suppliers for major vehicle subsystems. The proposal shall clearly describe the role of the Proposer and detail the interfaces with all potential subcontractors and suppliers.

The proposal shall be clear and concise and explain how the Proposer intends to meet the requirements of this RFP. Legibility, clarity, and completeness of the technical approach are essential. Statements merely indicating that the Proposer shall meet specific requirements are not sufficient. Unless specifically noted to the contrary as an exception, LACMTA assumes that the proposal shall be fully compliant and shall meet all requirements and conditions. Do not provide unnecessary promotional or advertising information unless specifically requested.

LACMTA requires one hard one hard copy marked "Original - Group A(or B/C/D)", six (6) additional copies of the **Technical Proposal – Group A (or B/C/D)**, one copy marked "Original", and two (2) copies of the **Price Proposal – Group A (or B/C/D)**, one (1) electronic version of the Technical Proposal in **PDF** format on a flash drive and one (1) electronic version of the Price Proposal in **Excel** format on a separate flash drive. One copy of the proposal shall be provided unbound to be used for reproductions, if needed. The proposal shall consist of text, plus the charts, drawings, tables, or illustrations as allowed by the proposal submittal requirements contained herein. Typing shall be single spaced on 8½ x 11-inch format. No charts, drawings, tables, or illustrations shall be greater than 11-inch by 17-inch format unless specifically requested. Digital versions of graphics are to be submitted in JPEG format. Proposals shall be

written in the English language. Dimensions shall be in the English standard of weights and measures. Metric equivalents may be provided in parenthesis.

Copies of the Price Proposal must be submitted in the format required by this RFP, and must also be submitted in the form of Microsoft Office Excel 2003 format on separate flash drive.

**The Proposal shall consist of a Proposal Letter, Technical Proposal (Volume 1), Price Proposal (Volume 2), and Required Certifications (Volume 3).**

**The Proposal Letter (See Proposal Forms section), must be completed and executed by an authorized representative of the Proposer. No other letter may replace or be included in addition to the Proposal Letter. The Price Proposal, Local Employment Program and Technical Proposal are each to be submitted in separate, sealed packages which are clearly marked to indicate their contents.** Proposers must include their complete return addresses on the outer envelope or wrapper enclosing any material. Such outer envelope or wrapper should be addressed as follows:

Elizabeth Hernandez, Sr. Contract Administrator  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 9th Floor  
Los Angeles, California 90012-2952  
RFP **OPXXXXX** – GROUP A (or PART B/C/D)

The proposals shall include:

## **PR 2.0 TECHNICAL PROPOSAL (VOLUME 1)**

The **Technical Proposal** shall consist of the following parts:

TAB 1: Cover page with Proposer's name and completed Proposal Submittal Checklist (Form PS-1).

TAB 2: A fully completed Technical Summary Form TF-1 (blank copy attached to this RFP) identifying for each system/item a Primary Supplier, and up to two additional suppliers as Alternate Supplier 1 and Alternate Supplier 2.

TAB 3: **Technical Compliance Section** – Narrative to address each question in the Proposal Requirements of this RFP on the Technical Specification & primary supplier experience, and system integration. (Reference PR 2.1 below)

TAB 4: **Project Management Section** – Narrative to address each question in the Proposal Requirements of this RFP on project management capability and capacity of the Proposer and key suppliers.

TAB 5: **Experience & Past Performance Section** – Narrative to address each question in the Proposal Requirements of this RFP on qualifications of the Proposer and key suppliers for handling similar projects including fully completed Forms TF-3 List of Completed Projects and TF-4 List of Current Projects.

**TAB 6: Life Cycle Costs (LCC) – TO BE SUBMITTED SEPARATELY**

Proposer shall provide technical and other relevant information required for Life Cycle Cost evaluation, 1) TF-6 Proposer Life Cycle Costing Technical Information, 2) TF-7 Proposer Life Cycle Costing Technical Information – Life Cycle Expectancy and Warranty and Form LCC-A/B/C/D as applicable to the proposal submittal Group.

**TAB 7: Local Employment Plan – TO BE SUBMITTED SEPARATELY**

Narrative describing Local Employment Plan including Manpower Summary Worksheets and Labor Value Forms.

**TAB 8:** List of Exceptions or Deviations to Technical Specifications and Contract Terms & Conditions to be fully documented on Proposal Exception / Deviation Form TF-5 (blank copy attached to this RFP).

**TAB 9:** List of Alternate Suppliers and System Configurations.

Proposers are not to submit extensive drawings, annual reports, catalogs, parts lists, or public relations or marketing brochures.

**PR 2.1 TAB 3: TECHNICAL COMPLIANCE SECTION**

The Proposer shall demonstrate sufficient understanding of the technical requirements for the successful design, construction, and testing of Forty-Foot (40') and/or Sixty-Foot (60') Low Floor CNG or ZEB Transit Buses. Proposer's Technical Specifications submittal shall be organized to coincide with the numbered paragraphs below.

Proposer's should review and consider the effect and acceptability of each proposed major system, component and subcomponent. As part of the Technical review process, the Source Selection Committee (SSC) will evaluate and quantify the impacts of those items that provide the best value to LACMTA.

**PR 2.1.1 TECHNICAL NARRATIVE**

For each area and system of the vehicle in item (1) below, the Proposer shall follow the following guidelines in preparing the Technical Specifications Section and providing descriptions & explanations in response to items (1) and (2) below.

- (1) Provide descriptions and explanations as to how the requirements of that section of the Technical Specification will be met.
  - a. Overall Requirements (TS 5-8)
  - b. Powerplant/Propulsion System (TS 9-19)
  - c. Vehicle Structure (TS 20-30)
  - d. Chassis (TS 31-38)
  - e. Pneumatic System (TS 39)
  - f. Electrical, Electronic & Data Communication Systems (TS 40-45)
  - g. Driver's Provisions, Controls & Instrumentation (TS 46-49)
  - h. Windows (TS 50-53)
  - i. Heating, Ventilating & Air Conditioning (TS 54-61)
  - j. Finish & Color (TS 71)
  - k. Interior Panels & Finishes (TS 74-77)



- l. Passenger Seating (TS 78)
- m. Passenger Doors (TS 80)
- n. Signage & Communication (TS 83-87)

This shall include, where applicable, a brief functional description of the technical features and significant characteristics of each area or system above, highlighting choices made where options exist and stating reasons for selection of specific items or approaches. Support the descriptions with appropriate supportive drawings, data, analyses, etc. and identify the deliverables to be provided.

Highlight whether and the extent to which it is off-the-shelf, proved or unproved in bus transit service. Identify what additional design changes, development or testing will be required and associated risks and how they will be managed.

If in service, state the number of units in service and time or miles in service, in warranty and beyond warranty.

- (2) Provide a detailed description and samples of all software licenses proposed to be included as part of the vehicle systems. Describe how the proposed licensing meets the requirements of General Conditions GC-37, **SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE.**

## PR 2.1.2 OTHER TECHNICAL REQUIREMENTS

The following questions are in addition to the detailed narrative required in Section 2.1.1 above, addressing the Technical Specification. Include responses to the questions below for Overall Requirements (PR 2.1.1.(1).a.) through Signage and Communications (PR 2.1.1.(1).n.) in its respective proposal section along with the narrative.

### Overall Requirements Questions

- 2.1.2.1 Describe how the proposed bus utilizes advanced design features that will provide maximum passenger appeal in appearance, comfort and safety.
- 2.1.2.2 Provide the following preliminary general arrangement drawings for the proposed vehicle with all pertinent dimensions:
  - a. Vehicle Side View (external)
  - b. Vehicle Front View (external)
  - c. Vehicle Top View (external)
  - d. Vehicle Rear View (external)
  - e. Vehicle Seating Arrangement (internal plan view including seat width and spacing)
  - f. ADA Wheelchair Turning Diameter Clearance Diagram

Note that these conceptual design drawings are intended to represent a general understanding of the requirements of the Technical Specifications and are not intended to represent precise design for initiation of the design review process.

- 2.1.2.3 Describe how the proposed bus will meet the State of California Requirements for axle weight. What steps have been taken to achieve the lightest weight possible?
- 2.1.2.4 Describe the design approach taken to allow for the maximum number of passenger seats?
- 2.1.2.5 Describe how the overall bus design will meet or exceed the minimum intended service life of the vehicle. Describe in detail advantages and/or disadvantages in the overall bus design. Provide any additional test data (preferably conducted by a 3rd party) in support of tests performed above and beyond those required tests under Title 49, Part 665.
- 2.1.2.6 Describe the maintainability of the proposed vehicle in accordance with the table found in TS 88.2. Note any case where the proposed vehicle will achieve a MTTF reduction.
- 2.1.2.7 Provide proposer's scheduled maintenance requirements for the Body & Chassis, Structure and all major subsystems identified in Warranty Section SP-40.
- 2.1.2.8 Describe how the Proposer will approach duplicates in design to ensure interchangeability among the buses should there be a break in production.
- 2.1.2.9 Provide Proposer's draft Configuration Control Plan.
- 2.1.2.10 Describe bus design approach used to make reductions in overall noise levels.
- 2.1.2.11 Describe bus design approach used to meet or exceed requirements for top speed, gradeability and acceleration at GVWR with all accessories operating. Provide any available test data that validates the vehicle will meet the power requirements described in TS 7.
- 2.1.2.12 Describe the methodology and type of tests performed to confirm the CNG fuel consumption rates/energy consumption rate for the proposed bus configuration described in TS7.4.3/TS 7.4.4.

#### Powerplant Questions

- 2.1.2.13 Describe the PPA/PPU design characteristics including the cooling system and sensors. How does the PPA/PPU integrate with other major subsystems and components?
- 2.1.2.14 Discuss past experience with the proposed PPA/PPU. Describe in detail any advantages and/or disadvantages considering reliability, overall functionality, replacement parts and/or components. What steps have been taken to improve PPA/PPU performance and reliability?
- 2.1.2.15 Describe past experience with proposed fire suppression system. What steps have been taken to eliminate false discharges and allow for minimal damage to the vehicle in the event of a fire?

- 2.1.2.16 Discuss past experience with the cooling system. Describe in detail any advantages and/or disadvantages considering reliability, overall functionality, replacement parts and/or components. What steps have been taken to improve performance and reliability?
- 2.1.2.17 Discuss past experience with the proposed transmission/retarder or regenerative braking system. Describe in detail any advantages and/or disadvantages considering reliability, overall functionality, replacement parts and/or components. What steps have been taken to improve performance and reliability?
- 2.1.2.18 Discuss past experience with the proposed hydraulic system. Describe in detail any advantages and/or disadvantages considering reliability, overall functionality, replacement parts and/or components. What steps have been taken to eliminate hydraulic leaks?
- 2.1.2.19 Discuss the proposed fuel/energy storage system design approach and provide calculations confirming that the proposed bus will meet fueling/charging and defueling/discharging requirements.
- 2.1.2.20 Discuss past experience with proposed emission and exhaust systems. Describe operating and maintenance procedures for the exhaust after treatment. (If applicable)

#### Vehicle Structure Questions

- 2.1.2.21 Describe how the structure will meet or exceed the minimum intended service life of the vehicle. Describe in detail advantages and/or disadvantages in the proposed structure. Provide any additional test data (preferably conducted by a 3rd party) in support of tests performed above and beyond those required tests under Title 49, Part 665.
- 2.1.2.22 Describe vehicle design features and processes undertaken to ensure that the vehicle is durable and corrosion resistant.
- 2.1.2.23 Discuss past experience with the proposed structure. Describe in detail advantages and/or disadvantages in areas such as crashworthiness, fatigue, corrosion, resonance and vibration.
- 2.1.2.24 Describe what provisions will be included for towing on the proposed bus. Describe towing attachment points and required adapters.

#### Chassis Questions

- 2.1.2.25 What is the range of suspension travel for the proposed bus? Describe proposed suspension design features that maximize suspension travel and improve overall ride quality.
- 2.1.2.26 Discuss past experience with the proposed steering system. Describe in detail any advantages and/or disadvantages considering reliability, overall functionality,

replacement parts and/or components. What steps have been taken to eliminate hydraulic leaks if a hydraulic steering system is proposed?

- 2.1.2.27 Discuss past experience with the proposed front and rear axles. Describe in detail any advantages and/or disadvantages considering reliability, PPA integration, overall functionality, replacement parts and/or components.
- 2.1.2.28 If an electronic brake indicator is used, describe past performance experience and discuss any advantages and/or disadvantages of this system compared to a mechanical brake indicator.

#### Electrical, Electronic & Data Communications Questions

- 2.1.2.29 Discuss steps taken in the electrical system design on the proposed bus to prevent interference or cause damage due to electromagnetic or radio frequency noise.
- 2.1.2.30 Discuss steps taken to ensure that electrical and electronic equipment is located in an environment that does not affect the performance or shorten the life of the component or system e.g. components that may be sensitive to moisture, thermal shock etc.
- 2.1.2.31 Describe and provide test data that will show how the proposed bus will meet the 120 hour restart requirement found TS 42.1.1.
- 2.1.2.32 What design steps have been taken in the proposed bus to ensure accessibility and serviceability of components mounted in the electrical compartments?
- 2.1.2.33 Describe the proposed system integration/multiplex design including details about the approach taken in providing vehicle system configuration operating data (e.g. clearing fault codes) using Wi-Fi and/or Bluetooth; touch screen diagnostic systems. Briefly discuss the vehicle network layout and how it is linked to the wireless LAN.
- 2.1.2.34 Discuss past experience with System Integration. Has there been any issues integrating the multiplex system with the PPA and other major subsystems? How will revision control and password protection procedures be implemented?
- 2.1.2.35 Provide specific details to fully describe of the imbedded diagnostic capability for major vehicle systems and subsystems including but not limited to:
- Doors
  - HVAC
  - Multiplex
  - Drivetrain and
  - Energy storage systems.
- Include a listing of features such as diagnostic codes, imbedded diagnostic systems, troubleshooting trees, etc.

#### Pneumatic System Questions

- 2.1.2.36 What design approach is proposed to minimize the air compressor duty cycle in accordance with TS-39. Provide test data if available to support the expected duty cycle for the proposed bus or on a bus with a similar pneumatic system.

#### Passenger Door Questions

- 2.1.2.37 Discuss past experience with the proposed Door System. Describe in detail any advantages and/or disadvantages considering reliability, overall functionality, replacement parts and/or components.

#### Heating, Ventilating & Air Conditioning Questions

- 2.1.2.38 Provide a functional block diagram indicating the general arrangement and function of the heating and the cooling systems.
- 2.1.2.39 Describe the proposer's design approach to improving operating efficiencies and reducing maintenance costs.

#### Driver's Provisions, Controls & Instrumentation Questions

- 2.1.2.40 Provide a drawing(s) of the Driver's Area with descriptions of functionalities, including but not limited to the instrument panel, driver's seating area, farebox, driver barriers, and foot controls. Discuss how the Driver's area complies with the requirements under TS 29, 46 and 49.
- 2.1.2.41 Describe the type of touch-screen technology proposed and discuss any advantages and/or disadvantages.

#### Windows Questions

- 2.1.2.42 Does the proposed window system incorporate any method that will minimize water spots from forming on the exterior surface of glazing after bus washing? If so, please describe.

#### Interior Panels and Finishes Questions

- 2.1.2.43 Describe how the bus interior including driver controls and other drivers' area equipment will be protected from physical abuse and vandalism.

#### Signage and Communication Questions

- 2.1.2.44 Describe how the camera surveillance system will integrate with the wireless LAN. Discuss how the proposed camera system complies with TS 86.1.

## **PR 2.2      TAB 4: PROJECT MANAGEMENT EXPERIENCE**

The Proposer shall demonstrate sufficient understanding of the management techniques required for the successful design, construction, and testing of Forty-Foot (40')/Sixty-Foot (60') Low Floor CNG or ZEB Transit Buses. Proposer's

Project Management submittal shall be organized to coincide with the numbered paragraphs below:

PR 2.2.1 PROPOSED SCHEDULE/DELIVERY PLANS

- 2.2.1.1 Provide a project schedule for all major phases and showing key contract management, design, manufacturing, assembly, testing, delivery and other CDRL milestones outlined in the RFP documents. Assume February 1, 2017 as the start date for the contract award and the NTP. Include in the proposed schedule any contingency time for unexpected delays and LACMTA's review and approval time durations for Preliminary Design Review, In-Process Design Review, Final Design Review and First Article Configuration Inspections. Provide a detailed schedule for the Pilot and First Article buses from the design through testing / acceptance, and a cursory schedule for the remaining vehicles.
- 2.2.1.2 Describe schedule performance and approach on past projects which will demonstrate Proposer's ability and capability to comply with this schedule and contract.

PR 2.2.2 FACILITY CAPACITY & CAPABILITY

- 2.2.2.1 Provide a listing of the following plants and locations for design, manufacture, assembly and testing of the proposed work:
- Vehicle Structure
  - Fuel/Energy Storage System
  - On Route/Shop Charging System
  - PPA/PPU
  - Final Assembly
  - Local Support

If the above work for any portion of the system equipment or major assemblies occurs at more than one location, all such plant(s) and location(s) shall also be identified.

For each plant proposed above, provide information demonstrating relevant experience. If a plant is proposed which does not have sufficient relevant experience (for example, a new plant set up for this Contract), provide information, including schedule and staffing plan, detailing how the necessary expertise will be transferred to a new location or plant.

For Proposer's production/manufacturing facility and final assembly facility, provide information on size, layout, equipment therein, water test area (as applicable), parts storage area. Show work process lines for ongoing projects and proposed LACMTA production line for this project to demonstrate the capability & capacity to handle more than one project simultaneously.

For Proposer's local support program, provide information on size, layout, parts storage and repair equipment (such as lifts, repair trucks, etc.). Demonstrate the capability & capacity to handle more than one project simultaneously.

## PR 2.2.3 PROPOSER RESOURCES CAPABILITY & CAPACITY

- 2.2.3.1 Provide Proposer's parent corporation information.
- 2.2.3.2 Indicate Proposer's total workforce in the areas of contract management, design, system integration, production, assembly, quality, testing/commissioning, system assurance, warranty and field support. Describe how much of the work force will be available and assigned to successfully complete the proposed work.
- 2.2.3.3 Provide Proposer's design, manufacturing and assembly work flow and staffing plans for the proposed work.
- 2.2.3.4 What, if any, ongoing or already committed work on other projects is likely to impose workforce, facilities or financial constraints that could adversely impact the proposed work? What are Proposer's plans to mitigate them?
- 2.2.3.5 Describe Proposer's standard procedures for regular on-going communication between customer and Proposer.
- 2.2.3.6 Provide the following organization charts for the Proposer and name the following key staff and provide resumes, as a minimum:

### Corporate Organization

- President
- Head of Quality
- Head of Engineering
- Head of Production

### Project Organization

- LACMTA Project Lead and Point of Contact
- Program Manager
- Chief Engineer
- Senior Structural Engineer
- Senior Mechanical Engineer
- Senior Electrical Engineer
- Senior Propulsion (Application Eng.) Engineer
- Software Design Engineer
- System Integration Engineer
- Quality Assurance/Test Engineer

### Project Production / Manufacturing Organization

- Production Manager
- Project Production Supervisor
- Project Quality Supervisor
- Project Test Supervisor

### Project Delivery and Support Organization

- LACMTA Local Support Supervisor
- Project Field Engineer
- Warranty Support Supervisor

Each resume shall contain, as a minimum the following information:

- a) Corporate title and Project title
- b) Relevant project education, experience, licenses and/or certifications.
- c) Brief description of the project function to be fulfilled
- d) Decision-making responsibilities
- e) Percentage of time dedicated to this project as a function of key project schedule phases
- f) Potential assignment to other project(s) and the percentage of time allocated to each.

2.2.3.7 Describe Proposer's plan to meet the local support requirements as described in Warranty Section SP-40- Local Service Support.

2.2.3.8 Discuss and provide details about the Proposer's management, workflow and logistics of spare parts for bus acceptance, warranty repairs and when necessary retrofits and/or campaigns.

#### PR 2.2.4 SYSTEM INTEGRATION & EXTERNAL INTERFACES

2.2.4.1 Describe Proposer's approach and experience in the design and systems integration of vehicles. Indicate Proposer's and suppliers' roles and who will take the lead in systems integration efforts.

#### PR 2.2.5 WARRANTY PLAN

2.2.5.1 Describe the proposed warranty plan, including management organization, tracking system, personnel, response time and proposed spare parts to be held on-site and locally.

#### PR 2.2.6 SUPPLIER MONITORING & PAYMENTS

2.2.6.1 Describe Proposer's specific plans and approach to assure timely design deliverables and hardware deliveries identified in Form TF-1. Identify any design, delivery and/or quality delays or other problems encountered with the proposed suppliers on past projects and how they were mitigated.

2.2.6.2 Describe Proposer's approach for timely payments to suppliers upon delivery of their equipment to the Proposer.

#### PR 2.2.7 DELIVERABLES

2.2.7.1 Provide a list of recommended Contract Deliverable Items using TS 88.3 as a guideline. TS 88.3 may be modified by adding or deleting items Proposer's deem necessary to complete the contract successfully. The final list will be subject to LACMTA approval prior to Contract award.

2.2.7.2 Does the Proposer suggest any changes or deletions in the CDRLs or their submittal dates required in this RFP to assure the Proposer's ability to meet the delivery schedule?



## **PR 2.2.8 PROJECT BACKLOG/VENDOR CAPACITY**

- 2.2.8.1 The Proposer as prime contractor/bus manufacturer listed in the Form TF-1 must provide a fully completed Form TF-4 List of Current Projects (blank copy attached to this RFP). Use of this form is mandatory; no brochures, catalogs or other marketing materials shall be submitted.

## **PR 2.3 TAB 5: EXPERIENCE AND PAST PERFORMANCE**

The Proposer shall demonstrate sufficient experience and satisfactory performance for the successful design, construction, and testing of Forty-Foot (40') Low Floor CNG or ZEB Transit Buses. Proposer's Experience and Past Performance submittal shall be organized to coincide with the numbered paragraphs below:

The Proposer as prime contractor/Bus Manufacturer must be an existing transit vehicle manufacturer with an existing manufacturing facility with past experience delivering a minimum of 100 buses in a single year. In order to accommodate this assessment, a fully completed Form TF-3 List of Completed Projects (blank copy attached to this RFP) and Form TF-4 List of Current Projects (blank copy attached to this RFP) must be submitted for the prime contractor. Use of this form is mandatory; no brochures, catalogs or other marketing materials shall be submitted. Describe any legal actions and their resolution associated with these projects.

### **PR 2.3.1 PROPOSER'S EXPERIENCE AND PAST PERFORMANCE**

Proposer's experience and past performance as prime contractor will be evaluated in the following areas:

- 2.3.1.1 Schedule Adherence
- 2.3.1.2 Proposed Suppliers History for Similar Equipment
- 2.3.1.3 Reliability of the Bus and key systems
- 2.3.1.4 Quality
- 2.3.1.5 Change Orders
- 2.3.1.6 Contract deliverables / acceptance
- 2.3.1.7 Manuals & training delivery / acceptance

For each item (1) through (7) above, provide information for no more than five projects including the customer contact name, address, and phone number for any follow-up by LACMTA. List projects in chronological order starting with the most recent projects completed or substantially completed. Describe success stories as well as any problems encountered and how they were resolved for each item (1) through (7) above. The information for each project will also clearly show contractual requirement versus actual final achieved. For example,

- Schedule information shall include start and completion dates of key design, production, & commissioning activities in the baseline project schedule approved by the customer; and their actual final start and completion dates

- Change Order information shall include the original & final contract prices, and a listing of contractor-initiated and customer-initiated changes including the cost
- Reliability of the vehicle and key systems shall list requirements in the contract technical specification and those achieved through a reliability demonstration.
- Contract deliverable information shall include the schedule of submittal dates required per contract or as approved by the customer, and their actual delivery & acceptance dates
- Manuals & training information shall include submittal dates required per contract or as approved by the customer, and their actual delivery & acceptance dates
- Quality information shall include how many changes were executed, what the major issues were and how quality issues were corrected.

**PR 2.3.2      QUALITY PROGRAM PLAN**

Provide Proposer's draft Quality Assurance Program Plan, conforming to the Section entitled "QUALITY ASSURANCE".

**PR 2.4      TAB 6: LIST OF EXCEPTIONS, DEVIATIONS OR SUBSTITUTIONS TO TECHNICAL SPECIFICATIONS AND/OR CONTRACT TERMS & CONDITIONS**

The Proposer shall specifically identify every proposed exception or deviation between the proposed vehicle and the Technical Specifications and/or Contract Terms & Conditions, and document it on Proposal Exception / Deviation Form TF-5 (blank copy attached to this RFP). This shall be accomplished in the following manner:

- 2.4.1 Sequential number of exception / deviation starting with Number 001.
- 2.4.2 Identify and reference for each exception / deviation, the requirement and RFP section from which the proposed approach deviates.
- 2.4.3 Description of exception / deviation, proposed alternate and detailed rationale and reason why an exception is requested.
- 2.4.4 Explanation of benefits and/or improvements to LACMTA for granting the exception / deviation.
- 2.4.5 Cost difference between LACMTA RFP compliant offer and proposed exception/deviation, to be placed in the Price Proposal (Volume 2) only.

**PR 2.5      TAB 7: LIST OF PRIMARY, ALTERNATE SUPPLIERS AND PRIMARY, ALTERNATE SYSTEM CONFIGURATIONS**

The Proposer shall name one Primary Supplier and system configuration for each major subsystem listed in Form TF-1. In Tab 2, up to two alternate suppliers or alternate system configurations (up to a total of three suppliers for each

subsystem) may be proposed for LACMTA's consideration by providing the following information:

- 2.5.1 Reference to subsystem in question.
- 2.5.2 Name of Primary Supplier proposed on Form TF-1.
- 2.5.3 Name of Alternate Supplier.
- 2.5.4 Description of proposed alternate Subsystem and reason why alternate is proposed.
- 2.5.5 All other information required herein with respect to the alternate supplier or configuration.
- 2.5.6 Explanation of benefits and drawbacks of alternate supplier or configuration as compared to Primary supplier or configuration.
- 2.5.7 Cost difference between Primary supplier or configuration and alternate supplier or configuration, to be placed in the Price Proposal (Volume 2) only.

**LACMTA will inform the Proposer of the acceptability of the alternate supplier(s).**

**PR 2.6      TAB 8: LIFE CYCLE COSTS (TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE)**

Provide the following completed forms

- TF-6 Proposer Life Cycle Costing Technical Information
- TF-7 Proposer Life Cycle Costing– Life Cycle Expectancy and Warranty
- LCC Forms (LCC-A/B/C/D whichever set of forms are applicable for the Proposal Group)

**PR 2.7      TAB 9: LOCAL EMPLOYMENT PROGRAM (TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE)**

The Proposer shall provide a Local Employment Plan (LEP) setting forth its specific commitments for creating new employment opportunities for Local Workers, including any opportunities for hiring Disadvantaged Workers in the State of California in connection with the production, delivery, acceptance testing, and warranty coverage associated with the transit buses, and its specific commitments for Local Facility Investment.

Proposers, and any of their Subcontractors/Suppliers who participate in the Local Employment Plan, **must certify that they are able to segregate direct hours and costs** within their internal Cost Accounting Systems to allow for LACMTA to verify and validate allocable hours expended on direct **OPXXXX** work performed by Local Workers. A certification shall be provided to Proposers and is required with the Proposer's subsequent Local Employment Plan submittal.

The Local Employment Plan shall:

- 1) Demonstrate the Proposer's understanding of employment and job market conditions in California, including an understanding of and plans for coordinating with applicable publicly and privately funded workforce development groups in the hiring of Local Workers, including training programs. Provide the estimated dollar commitment to be made for such workforce development and training programs in California.
- 2) Provide a commitment to hire Disadvantaged Workers that equals a minimum of 10% of the total wages and benefits for all Local Workers. A Disadvantaged Worker is defined as: (1) being homeless; (2) being a custodial single parent ;(3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; or (8) being a veteran of the Iraq/Afghanistan war.
- 3) Using LACMTA's Employment Value form, provide the estimated number of California Resident Full-Time Equivalent (FTE) jobs proposed in the Local Employment Plan, its direct dollar value specific to the contract, and the contractual commitment the Proposer will make to achieve the value of jobs for Local Workers. Include an identification of the estimated number, type (by trade or craft), and duration of the jobs to be located in California and performed by California Residents. The Proposer's Local Employment Plan shall include new jobs created in California.
- 4) Only work performed specifically by Local Workers for the **OPXXXX** Contract shall be used to measure and evaluate wages and benefits. Local Workers that also work on other projects may only be credited for the work performed on the **OPXXXX** Contract. A worker may be expressed as a percentage of one FTE. (For example, if a worker will allocate 50% of his or her work hours to the **OPXXXX** order and 50% to another vehicle order, the Proposer may count that worker as ½ FTE for purposes of its Local Employment Plan. Each Proposer shall define the direct **OPXXXX** hours to be expended and FTE's to work on the order using forms provided by LACMTA. Subcontractors who wish to participate in the program must file separate forms;
- 5) Describe the quality and range of California employment opportunities included in the proposed Local Employment Plan. Include the minimum requirements for each job/skill category proposed on the Jobs Labor Value Form and the extent to which the plan is likely to produce long-term employment in skilled or trade labor in California.
- 6) Identify the locations of assembly and manufacture of the vehicles, including any evidence of the Proposer's commitment to these locations such as a letter of intent, lease, purchase agreement or existing ownership of the site, if available. Describe any plans to build a new facility in California or invest in upgrades, repairs and renovations to an existing facility in California. Include in this description a detailed explanation of the work that will be performed at this California facility and the value of the Proposer's Local Facility Investment.

- 7) Describe outreach and recruitment plans for the Local Employment Plan, including strategies and plans for the recruitment of new hires including Disadvantaged Workers as defined above. Describe any special outreach for entry level positions that will include training in contemporary manufacturing skills. Describe the role of workforce development and community groups in the Proposer's outreach and recruitment of a diverse workforce.
- 8) Describe the Proposers approach to encourage subcontractor and supplier participation in the Local Employment Plan. Provide, for the Proposer and for any Subcontractors/Suppliers who participate in the Local Employment Plan, a certification, executed by a corporate officer of the Proposer and of Subcontractors/Suppliers (as applicable), that certifies the firm has the Cost Accounting System (CAS) that can segregate employee labor by project, and that the information provided in the Local Employment Plan is true and correct. Certification forms are provided in Section 5 entitled Certifications.
- 9) Provide a description of the duties to be assigned to an employee of the Proposer or subcontractor for the administration of the Local Employment Plan (the "Plan Administrator"). Provide the name of the Plan Administrator and contact information including name, title/position, company, address, city, state, zip, telephone number and email address.

**Proposers with voluntary Local Employment Plans commitments that meet the requirements defined above will be considered and scored accordingly for Contract award.**

### **PR 3.0 PRICE PROPOSAL (VOLUME 2) (TO BE SUBMITTED SEPARATELY)**

The Price Proposal shall be submitted in a separate sealed opaque envelope and shall consist of completed Pricing Summary and Schedules provided:

#### **PR 3.1 TAB 1: Pricing Forms**

- A Contract Price Summary for price of vehicles, spare parts, special tools, diagnostic test equipment, manuals, and training (Price Proposal Form PF-1).
- B Schedule A: Detailed schedule for spare parts (Price Proposal Form PF-2).
- C Schedule B: Detailed schedule for special tools (Price Proposal Form PF-3).
- D Schedule C: Detailed schedule for diagnostic test equipment (Price Proposal Form PF-4).
- E Schedule D: Detailed schedule for Training Aids (Price Proposal Form PF-5).

In addition, Proposers may be required to submit such certified cost or pricing data as LACMTA may determine necessary to permit full evaluation of the cost of the goods and services required under this Request for Proposals. LACMTA, or its representatives, reserves the right to examine and audit all records and data of the Proposer relating to negotiating and pricing the proposal in order to evaluate whether the data is accurate, complete and current.

**PR 3.2      TAB 2: Proposer's list and quantities of recommended Spare Parts and Consumable Items**

List recommended Spare Parts and Consumable Items corresponding to those required for in-service support in addition to the parts listed on Form PF-2, Schedule A and the delivery requirements stated in Part D Compensation & Payment of the Contract Terms & Conditions, including quantity, unit price and procurement lead time for each item.

Spare pricing forms PF-2 submitted by Proposers, as part of Tab 2, will be by LACMTA for comparative pricing purposes, and to determine Spare Parts unit rates. Once the Proposer has submitted its recommended Spare Parts in accordance with Contract Article SP-19, Technical Specification TS-5.6.7, the parties shall conform the differences between the Contractor's recommended Spare Parts and Form PF-2.

**PR 3.3      Tab 3: Special Tools**

Proposer's list of recommended Special Tools corresponding to those required for in-service support in addition to the Special Tools listed on Form PF-3, Schedule B and the delivery requirements stated in Part D Compensation & Payment of the Contract Terms & Conditions, including quantity, unit price and procurement lead time for each item.

Special Tools pricing forms PF-3 submitted by Proposers, as part of Tab 3, will be by LACMTA for comparative pricing purposes, and to determine Special Tools unit rates. Once the Proposer has submitted its recommended Special Tools in accordance with, Technical Specification TS-5.4 and Delivery Item No. 3, the parties shall conform the differences between the Contractor's recommended Special Tools and Form PF-3.

**PR 3.4      TAB 4: Diagnostics and Test Equipment**

Proposer's list and quantities of recommended Diagnostics & Test Equipment (DTE), corresponding to those required for in-service support in addition to the DTE listed on Form PF-4, Schedule C and Technical Specification of the Contract Terms & Conditions, including quantity, unit price and procurement lead time for each item.

DTE forms PF-4 submitted by Proposers, as part of Tab 4, will be by LACMTA for comparative pricing purposes, and to determine DTE unit rates. Once the Proposer has submitted its recommended DTE in accordance with Technical Specification TS-5.6.5, the parties shall conform the differences between the Contractor's recommended DTE and Form PF-4.

**PR 3.5            TAB 5: Training Aids**

Proposer's list and quantities of recommended Training Aids, corresponding to those required in addition to the Training Aids listed on Form PF-5, Schedule D and the delivery requirements stated in Technical Specification TS 5.6.3, including quantity, unit price and procurement lead time for each item

**PR 3.6            TAB 6: Cost difference between Proposer's LACMTA RFP compliant offer and proposed list of exceptions / deviations shall be included.**

**PR 3.7            TAB 7: Cost difference between Proposer's Primary supplier or configuration offer and proposed alternate supplier or configuration offer shall be included.**

**PR 3.8            TAB 8: Deviations/Exceptions to Milestone Payments**

Include any proposed deviations/exceptions to Milestone Payments for Spare Parts, Special Tools, Diagnostic Test Equipment, Training Aids, Manuals and Training as defined in CP-02 Milestone Payments.

**PR 4.0            REQUIRED CERTIFICATIONS (VOLUME 3)**

The Certifications shall be submitted in a separate sealed opaque envelope and shall consist of the following:

**PR 4.1            Tab 1: REQUIRED CERTIFICATIONS**

All Representations and Certifications required in the RFP Section REQUIRED CERTIFICATIONS shall be duly completed, executed and notarized, as required.

**PR 4.1            TAB 2: REFERENCE CHECK**

List of e-mail/letter/fax confirmations, of the duly completed reference check form TF-5 mailed directly to LACMTA by the RFP closing date, from three (3) transit agency reference contacts for the Primary Proposer.

Proposer shall provide the Proposer Reference Check Worksheet Form TF-6 to its three (3) comparable transit agency reference contacts, who upon completion will directly mail the Form TF-5 to LACMTA. It will be the responsibility of the Proposer to obtain from each reference contact of the Proposer a confirmation, to be included in TAB 2, of having transmitted the Form TF-5 to LACMTA. (DO NOT INCLUDE THE COMPLETED FORM TF-5 IN THE PROPOSAL

**End of Submittal Requirements**

## EVALUATION CRITERIA

Any proposals resulting from this RFP will be evaluated according to the following criteria and associated weights.

- A. The overall evaluation process will be performed by LACMTA's Proposal Evaluation / Negotiation Committee ("Committee").
- B. The objective of the evaluation is to determine which proposals provide the best value to LACMTA in terms of acceptability of technical and all other evaluation factors, including at a price which is reasonable in relation to the work being performed. Those proposals found to be unacceptable will be eliminated from further consideration. (Major items and/or gross omissions which cannot be corrected without major or complete resubmission of proposal will be cause for a proposal to be found unacceptable.) The Proposer is urged to insure that the proposal is submitted on the most favorable pricing terms since less than best pricing could result in exclusion of the proposal from further consideration. The evaluation criteria are set forth below and will be the basis for determining the acceptability of proposals.
- C. In order to be eligible for award of a contract, notwithstanding its relative qualifications for purposes of the evaluation criteria and in other respects, a Proposer must demonstrate to the satisfaction of LACMTA that (i) it is in all respects a responsible party (i.e., that it has the necessary facilities and financial resources, as well as the requisite integrity, skill and experience to faithfully perform and complete the work in accordance with the Contract Documents, (ii) that it is otherwise qualified and eligible to receive an award under applicable laws and regulations, and (iii) that its other commitments and contractual obligations will not impair or adversely impact its performance of this Contract.

### PROPOSAL AND PRICE EVALUATION

Proposals will undergo evaluation by the Committee to ensure the following:

- A. That the proposed Work is reasonably priced, meets all functional requirements of the Specifications, and is fully compliant with the RFP. For those Proposers determined to be in the competitive range, the Committee may conduct discussions to identify proposal deficiencies and to assure that the Proposer fully understands all requirements of the RFP and has proposed equipment or material that conforms thereto. Those proposals found to be so deficient to the requirements of the Specifications and RFP as to remove them from further consideration will be rejected as non-compliant.
- B. That the Proposer has personnel, facilities, and experience for the project that will enable successful completion of the Work within the requirements of the schedule if awarded the Contract.
- C. Determine what changes, if any, should be made to the Specifications and RFP in order to obtain lower prices or greater utilization of reliable, service-proven equipment or software. If changes to the requirements are determined to be beneficial, Addenda to the RFP will be issued.
- D. After the Technical Proposal and Price Proposal Evaluation, Proposers may be given the opportunity to modify them by submitting a Best and Final Offer (BAFO). The BAFO shall fully comply with the RFP, including all Addenda. Final determination of



acceptability of any proposal will be made by the Evaluation Committee on the information contained therein.

**MINIMUM QUALIFICATIONS: (PASS/FAIL) ONLY FOR PROPOSERS FOR GROUP A – UP TO 600 40’ LOW FLOOR CNG TRANSIT BUSES**

Evaluation of Minimum Qualifications will be on a Pass/Fail basis. Proposers that do not demonstrate evidence of compliance may not be considered beyond the preliminary review.

To be considered, Proposers must demonstrate evidence of compliance with the following minimum qualifications:

**Applicable for Group A – Low Floor 40’ CNG Transit Bus manufacturer proposals only:**

Proposer must:

- Be a United States based transit vehicle manufacturer with an existing manufacturing facility;
- Have past experience manufacturing Buy America compliant transit buses for the United States public transit market;
- Have past experience manufacturing buses that utilize key components and subsystems as the vehicle proposed, particularly CNG propulsion systems.

Proposals from bus manufacturers that Pass the Minimum Qualifications for Group A – Low Floor 40’ CNG Transit Bus stated above will be evaluated on the based on the Proposal Evaluation Criteria below.

There is no Minimum Qualifications requirement for Group B, C and D proposals/proposers.

**PROPOSAL EVALUATION CRITERIA**

All proposals will be evaluated on the Criteria and their sub-factors described below. In order to be properly evaluated, Proposers must respond to all defined elements in the Submittal Requirements section of this RFP, PR-1.0 through PR-4.0. The Evaluation Criteria consists of the following Main Factors in descending order of importance: 1. Technical Compliance, 2. Price, 3a. Project Management Experience, 3b. Experience and Past Performance, and 4) Life Cycle Costs. Criteria #1 is considered most important. Criteria #1 and #2 collectively are substantially more important than #3a and #3b, and their collective total. Factors #3a, #3b, and #4 are of equal importance. The following technical Sub-Factors within each Criterion, other than Price, shall be evaluated in descending order of importance (Sub-Factors listed in the same box are of equal importance with the exception of Price factors as all Price factors shall be of equal importance.

In addition, to the Evaluation Criteria points, incentive points may be obtained by the Proposer’s voluntary participation in the Local Employment Program.

**Proposal Evaluation Criteria**

**Criteria**

1. Technical Compliance	400 points
2. Price	300 points
3. a) Project Management Experience	100 points

b) Experience and Past Performance	100 points
4. Life Cycle Cost	<u>100 points</u>
	1,000 points
5. Incentive Points DOT Pilot Local Employment Program	<u>50 points</u>
TOTAL POSSIBLE POINTS	1,050 points

**1. Technical Compliance** (400 points)

Sub-Factor	Points
2.1.1.a - Overall Requirements (TS 5-8)	110
2.1.1.b - Powerplant Assembly (TS 9-19)	60
2.1.1.c - Vehicle Structure (TS 20-30)	60
2.1.1.d - Chassis (TS 31-38)	50
2.1.1.e - Electrical, Electronic & Data Communications (TS 40-45)	50
2.1.1.f - Pneumatic System (TS 39)	30
2.1.1.g - Passenger Doors (TS 80)	20
2.1.1.h - Heating, Ventilating & Air Conditioning (TS 54 - 61)	20
2.1.1.i - Driver's Provisions, Controls & Instrumentation (TS 46-49)	10
2.1.1.j - Windows (TS 50-53)	10
2.1.1.k - Interior Panels & Finishes (TS 74-77)	10
2.1.1.l - Finish & Color (TS 71)	10
2.1.1.m - Signage & Communication (TS 83-87)	10

**2. Price Proposal** (300 points)

**Sub-Factor**

Base Order Buses (Form PF-1)  
Option Order Buses (Form PF-1)  
Spare Parts (From Schedule A, Form PF-2)  
Special Tools (From Schedule B, Form PF-3)  
Diagnostic Test Equipment (From Schedule C, Form PF-4)  
Training Aids (From Schedule D, Form PF-5)  
Manuals  
Performance Bond  
Training Hours  
Vehicle Delivery

**Proposal Scoring for Price shall be based on the following formula:**

$$\frac{\text{Lowest Proposed Price}}{\text{Proposed Price}} \times \text{Total Points Available for Price} = \text{Total Price Score}$$

**3. a) Project Management Experience** (100 points)

Sub-Factor	Points
2.2.1 – Proposed Schedule/Delivery Plans	30
2.2.2 – Facility Capacity & Capability	20
2.2.3 – Resources Capability & Capacity	15
2.2.4 – System Integration & External Interfaces	10
2.2.5 – Warranty Plan	10
2.2.6 – Supplier Monitoring & Payments	5
2.2.7 – Deliverables	5
2.2.8 – Project Backlog/Vendor Capacity	5

**3. b) Experience and Past Performance (100 points)**

Sub-Factor	Points
2.3.1.1 - Schedule Adherence	30
2.3.1.2 - Supplier History for Similar Equipment	25
2.3.1.3 - Reliability of Bus and Key Systems	15
2.3.1.4 - Quality/Quality Assurance Program	15
2.3.1.5 - Change Orders	5
2.3.1.6 - Contract Deliverable Items Delivery/Acceptance	5
2.3.1.7 - Manuals & Training Delivery/Acceptance	5

**4. Life Cycle Cost (100 points)**

The Life Cycle Cost (LCC) in each bus proposal (i.e. for 40-ft. CNG Bus or 60-ft. CNG Bus or 40-ft. ZEB Bus or 60-ft. ZEB Bus) will be evaluated, based on technical and other relevant information provided by the Proposer in that proposal, for a maximum of total 100 points. For the LCC of each Bus proposal, the Proposer shall completely fill-in Form LCC- A or LCC- B or LCC - C or LCC-D as appropriate to the specific bus proposal.

Additionally, the Proposer shall fill-in the forms and provide information for TF-6 Proposer Life Cycle Costing Technical Information and TF-7 Proposer Life Cycle Costing Technical Information – Life Cycle Expectancy and Warranty, as appropriate to the specific bus proposal.

Scoring for Life Cycle Cost in each Bus Proposal will be based on the following formula:

$$\frac{\text{Lowest Proposed LCC}}{\text{LCC Score}} \times \text{Total Points Available for LCC Criterion (i.e. 100)} = \text{Total Proposed LCC}$$

Life Cycle Cost Criterion #4 Factors and Sub-Factors are list below in their order of importance:

GROUP A - 40-ft. CNG LCC Bus Proposal

<u>Factor</u>	<u>Points</u>
2.4.1 Total Life Cycle Cost for Base Buy CNG Buses	80
2.4.2 Total Life Cycle Cost for Option Buy CNG Buses	20
Sub-Factors (in descending order of importance)	
1. Capital Cost Factors	
2. Other Ownership Cost Factors	
3. Operating Life Cycle Cost Factors	
4. Scheduled Maintenance Life Cycle Cost Factors	
5. End of Life Costs	

GROUP B - 60-ft. CNG LCC Bus Proposal

<u>Factor</u>	<u>Points</u>
2.4.1 Total Life Cycle Cost for Base Buy CNG Buses	80
2.4.2 Total Life Cycle Cost for Option Buy CNG Buses	20
Sub-Factors (in descending order of importance)	
1. Capital Cost Factors	
2. Other Ownership Cost Factors	
3. Operating Life Cycle Cost Factors	
4. Scheduled Maintenance Life Cycle Cost Factors	
5. End of Life Costs	

GROUP C - 40-ft. ZEB LCC Bus

<u>Factor</u>	<u>Points</u>
2.4.1 Total Life Cycle Cost for Base Buy CNG Buses	80
2.4.2 Total Life Cycle Cost for Option Buy CNG Buses	20
Sub-Factors (in descending order of importance)	
1. Capital Cost Factors	
2. Other Ownership Cost Factors	
3. Operating Life Cycle Cost Factors	
4. Scheduled Maintenance Life Cycle Cost Factors	
5. End of Life Costs	

GROUP D - 60-ft. ZEB LCC Bus

<u>Factor</u>	<u>Points</u>
2.4.1 Total Life Cycle Cost for Base Buy CNG Buses	80
2.4.2 Total Life Cycle Cost for Option Buy CNG Buses	20

Sub-Factors (in descending order of importance)

1. Capital Cost Factors
2. Other Ownership Cost Factors
3. Operating Life Cycle Cost Factors
4. Scheduled Maintenance Life Cycle Cost Factors
5. End of Life Costs

**5. Voluntary LACMTA Local Employment Program (50 Points - Incentive)**

LACMTA's Local Employment Program provides Proposers with the opportunity to obtain preferential evaluation scoring by voluntarily participating in the Local Employment Program. Proposers may choose not to participate in the Local Employment Program and may still be considered responsive and eligible for Contract award if they meet all other RFP requirements.

Each Proposer that chooses to participate in the voluntary Local Employment Program will be eligible to receive additional preferential evaluation scoring points based on the wages and benefits of new Local Workers as well as the Proposer's Capital investments in local facility construction. "Local Workers" are defined as any portion of the Contractor's newly hired workforce that resides within the State of California. To be eligible for California resident status workers must maintain a physical presence in California, show intent to make California his or her permanent home, and be a U.S. Citizen or be granted and maintain an allowable immigration status prior to the Contract award date.

Evidence of intent to make California one's permanent home prior to Contract award may include, but is not limited to:

- California voter registration and voting in California elections
- California driver's license
- California automobile registration
- California State income tax obligation on total income
- Ownership of residential property or continuous occupancy or renting of an apartment on a lease basis where your personal belongings are kept
- Active savings and/or checking accounts in a California bank
- Immigration status with legal capacity to establish California residency
- Maintaining a permanent military address and home of record in California
- Military leave and earning statements showing California as legal residence.

Local Facility Capital Investments may also be included in the Local Employment Plan. "Local Facility Capital Investments" are defined as Contractor facility improvements, additions, upgrades, modifications or major improvement (not ordinary repairs and maintenance) to existing facilities, leased facilities or newly purchased facilities within the State of California or capital equipment investments for performance of **OPXXX** work. Capital equipment investments may only be included if the equipment has an estimated useful life of at least two (2) years and is valued at \$5,000 or more for any individual item. Proposers may include lease costs in their Local Facility Capital Investments only if ownership is shifted from the lessor to the lessee by the end of the lease period. Operating costs are not eligible to be counted as a Local Facility Capital Investment.

Proposers' Local Employment Plans must also include recruitment and hiring plans that identify how they will develop a diverse workforce that includes newly created jobs for Disadvantaged Workers (as defined in the Proposal Requirements).

LACMTA will review each Proposer's Local Employment Plan to assure that it contains adequate information (as described in the Proposal Requirements) to allow LACMTA to make a reliable assessment of the commitment being made by the Proposer and the completeness of the Proposer's Local Employment Plan. In order to be eligible to receive preferential scoring points, a Local Employment Plan must meet each of the requirements in the Proposal Requirements, and must also include a minimum of 10% of the total new committed wages and benefits for local disadvantaged workers, as defined in the Proposal Requirements.

Each Proposer that chooses to participate in the voluntary Local Employment shall provide a Local Employment Plan setting forth its specific commitments for creating employment opportunities for new Local Workers in connection with the production, assembly, delivery, acceptance testing, and warranty coverage associated with the transit buses purchased by LACMTA. Proposers' Local Employment Plans may also include the costs associated with construction of any new or retrofit facilities used in the performance of Contract **OPXXX** manufacturing and final assembly. The commitments made by Proposer selected for Contract Award in its Local Employment Plan for the wages and benefits of Local Workers and Local Facility Capital Investment will be incorporated into the Contract **OPXXX** requirements as a Total Local Employment Plan Commitment Value. The Local Employment Plan Commitment Value is subject to all terms and conditions associated with applicable contract performance, remedies and adherence. The Local Employment Program is in addition to the Buy America and Transit Vehicle Manufacturer (TVM) requirements and does not in any way revise or reduce the FTA's Buy America and TVM requirements.

Proposers, and any of their Subcontractors/Suppliers who elect to voluntarily participate in the Local Employment Plan, must certify that they are able to segregate direct hours and costs within their internal Cost Accounting Systems to allow for LACMTA to verify and validate allocable hours performed by Local Workers on direct **OPXXX** work. A certification is provided in Section 5 of the RFP to Proposers and is required with the Proposer's Local Employment Plan submittal.

**Only Proposers with Local Employment Plans that meet the requirements defined in the Proposal Requirements will be considered eligible for preferential scoring points. Proposers may choose not to participate in submitting a Local Employment Plan and may still be considered responsive and eligible for Contract award if they meet all other requirements of the RFP.**

#### **Local Employment Plan Incentive Scoring**

For the purpose of evaluating the voluntary Local Employment Plan, only the new wages and benefits for Local Workers and commitments made to Local Facility Capital Investments will be used in the preferential scoring evaluation process. All requirements defined above shall be considered elements of Technical Acceptability to the Local Employment Program and shall not be eligible for preferential scoring.

The Local Employment Plan Commitment for new wages, benefits and facility improvements or construction will be scored as a preferential factor that will provide additional scoring points above all other available RFP evaluation points. There are 1,000 RFP Evaluation points available to all Proposers. The Local Employment Plan is eligible for up to 50 incentive points above the 1,000 points available in all other RFP Evaluation scoring. The total value of the Local Employment Plan will be calculated on a dollar for dollar basis as follows:

- 1) Total value of Local Worker wages and benefits
  - a. Contractor total value of wages and benefits
  - b. Subcontractor total value of wages and benefits
- 2) Total Value of Local Facility Investments

Total Local Employment Plan Evaluation Factors:

Local Worker Wages and Benefits + Local Facility Capital Investments = Total LEP  
Commitment  
Value

Proposal scoring for the Local Employment Plan shall be based on the following formula:

<b>Proposer's Local Employment Plan Commitment Value/Highest Local Employment Plan Commitment Value</b>	<b>X</b>	<b>50 Preferential Points</b>	<b>=</b>	<b>Total Local Preferential Points</b>
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## **SECTION 4 – PRE-QUALIFICATION DOCUMENTS**



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**Metro<sup>®</sup>**

**Los Angeles County  
Metropolitan Transportation Authority  
CONTRACTOR PRE-QUALIFICATION APPLICATION**

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**Other Than Construction Projects**

If this Application is being submitted in response to a Request For Proposal (RFP), Invitation For Bid (IFB), or other procurement action, please reference the RFP or IFB name and number in the spaces provided below.

If this Application is not in response to a specific contracting action and is being submitted for general purposes, please write "GENERAL" in the "Name of Procurement" space.

**Name of Procurement:** \_\_\_\_\_

**RFP or IFB Number:** \_\_\_\_\_

**Name of Applicant Firm:** \_\_\_\_\_

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

**Preparer's Name:** \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE APPLICATION**

**READ THE INSTRUCTIONS  
BEFORE FILLING OUT THE QUESTIONNAIRE**

## PRE-QUALIFICATION APPLICATION INSTRUCTIONS

1. This is a Pre-Qualification Application for the Los Angeles County Metropolitan Transportation Authority (LACMTA). There are two different applications to be used for firms seeking contracts of \$100,000 or greater with the LACMTA.
2. **Which application should you use?** Use the Construction Related Projects application if you are a construction company that will be bidding on any type of construction work. Use the Other than Construction Projects application if you are an engineering firm, consultant, legal firm, product vendor, or other business entity seeking a contract with LACMTA for the furnishing of goods or services.
3. The application should be completed by a person in the firm who is knowledgeable of and duly authorized to attest to the past and present operations of the firm and its policies. A corporate officer of the firm, owner or partner, as appropriate, must sign the Pre-Qualification Certification form (or Validation form if the firm is already approved).
4. All questions must be answered completely and any Yes answers must be fully explained. Disclaimers, general statements with global qualifications, or notations of Not Applicable (N/A) are not acceptable. Please note that a Yes answer to any question does not automatically result in denial of pre-qualification for a particular procurement.

## DEFINITIONS

1. **Affiliate** is defined as any one of the following: (1) any Firm other than Applicant Firm which owns 25% or more of Applicant Firm, such as parent companies or holding companies; (2) a subsidiary or a Firm in which Applicant Firm owns 25% or more; (3) a Firm in which a major stockholder or owner of Applicant Firm owns controlling interest; (4) a Firm with which Applicant Firm has or has had an unseverable business or professional identity, and (5) any permanent or temporary common business enterprise relationship in which the parties share operating responsibility and profits such as joint ventures.
2. **Key Person** – For purposes of pre-qualification a key person is (1) any person in Applicant Firm who owns 10% or more of the Firm and/or those who make decisions with respect to its operations, finances, or policies, such as the President, CEO, CFO, COO, and, in the case of partnerships, the General Partner(s); (2) Corporate Secretaries and Treasurers, as well as Directors, if they meet criteria #1, above; (3) Division or Regional Business Managers who operate away and independently from the Applicant Firm, but only if the division or regional office is bidding directly with the LACMTA.

## APPLICATION SUBMITTAL

Do not submit applications with bid or proposal, mail or deliver them to:

LACMTA Pre-Qualification Office  
Mail Stop 99-9-1  
One Gateway Plaza  
Los Angeles, CA 90012-2952

**If you have questions, call the Pre-Qualification Office at (213) 922-4130.**

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

## SECTION I: IDENTIFICATION

### 1. Identification Of Applicant Firm

A. \_\_\_\_\_  
Name of Applicant Firm

B. \_\_\_\_\_  
Address                      City                      State                      Zip Code

C. \_\_\_\_\_  
(Mailing Address, if different from above)

D. \_\_\_\_\_  
(If doing business with the LACMTA under a DBA or other name, include legal name of the company and Tax ID No., if different)

E. Primary Company Telephone No. (    ) \_\_\_\_\_ Fax No. (    ) \_\_\_\_\_

F. Applicant Firm's Contact Person for Pre-Qualification Office follow-up:

Print or Type Name	Position	E-Mail	Telephone Number
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G. Has the Applicant Firm changed its address or has the Firm or its owner operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.  
☐ No                                      ☐ Yes

H. Type of business organization: \_\_\_\_\_

YEAR organization established: \_\_\_\_\_ NUMBER of current employees: \_\_\_\_\_

☐ Sole Proprietor                      ☐ Corporation  
[Date and State of Incorporation \_\_\_\_\_]

☐ Limited Liability Corporation (LLC)  
(Date and State of Incorporation \_\_\_\_\_)

☐ Limited Partnership (LP)                      ☐ Limited Liability Partnership (LLP)

☐ General Partnership (GP)

[Date and State of Partnership filing \_\_\_\_\_]

☐ Other (describe) \_\_\_\_\_

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

- I. List general type of business in which Applicant Firm is engaged (may include more than one).  
Attach copies of business licenses, if appropriate:

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- J. List type of product or service to be provided to the LACMTA.

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## SECTION II: OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES

### 1. Owners/Key Persons (Pres, CEO, COO, CFO, etc)

List Owners and Key Persons of Applicant Firm. For large publicly traded companies, list only Key Persons. (See DEFINITIONS for clarification if necessary.)

Full Legal Name	Title	Social Security No. (last four digits only)	% Of Ownership

[Use additional sheets if necessary]

### 2. Affiliations

- A. List Affiliates, subsidiaries, holding companies, joint ventures, etc., of Applicant Firm. If no affiliates, state NONE. N/A is not an acceptable answer. Provide organizational, geographical or functional chart, if it would assist in clarifying the line(s) of authority. (See DEFINITIONS for clarification if necessary.)

Affiliate Name & Address	Tel. #	% Owned	Top Executive's Name	*Type of Relation

\*Type of Relationship: 1. Joint Venture (JV), 2. Parent Co (PC), 3. Holding Co (HC), 4. Subsidiary (S), 5. Other (O), please explain.

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

- B. At any time during the past five years have any Owners or Key Persons of Applicant Firm (if yes, explain fully):
1. Served as Key Person, Officer or Director, in any other Firm not affiliated with applicant Firm?  
If so, please explain in a separate sheet.  
☐ No ☐ Yes
  2. Had any ownership interest in any other Firm other than shares of publicly owned companies? If so, please explain in a separate sheet.  
☐ No ☐ Yes

### SECTION III: CIVIL ACTIONS

**If "Yes" to Sections III, IV, or V, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Key Person or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens.**

**Complete details are required.**

#### 1. Violations Of Civil Law

In the past five years has Applicant Firm, any of its Key Persons, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?  
☐ No ☐ Yes

#### 2. Lawsuits With Public Agencies

At the present time is, or during the past five years has the Applicant Firm, any of its Key Persons, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to the LACMTA or to a public agency?  
☐ No ☐ Yes

#### 3. Bankruptcy

During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?  
☐ No ☐ Yes

#### 4. Tax Liens

During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority?  
☐ No ☐ Yes

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

## SECTION IV: COMPLIANCE WITH LAWS AND OTHER REGULATIONS

### 1. Criminal

In the past five years has the Applicant Firm, any of its principals, officers, or Affiliates been convicted or currently charged with any of the following:

- A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?  
☐ No ☐ Yes
- B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?  
☐ No ☐ Yes
- C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?  
☐ No ☐ Yes
- D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?  
☐ No ☐ Yes
- E. Non-compliance with the prevailing wage requirements of the California or similar laws of any other state?  
☐ No ☐ Yes
- F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?  
☐ No ☐ Yes
- G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?  
☐ No ☐ Yes
- H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?  
☐ No ☐ Yes
- I. Do any Key Persons in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?  
☐ No ☐ Yes

### 2. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Key Persons, or Affiliates:

- A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?  
☐ No ☐ Yes

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

- B. Failed to comply with California corporate registration, federal, state or local licensing requirements?  
☐ No ☐ Yes
- C. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of California, in the last three years?  
☐ No ☐ Yes
- D. During the past five years, has Applicant Firm or any of its Key Persons had any certificates or certifications revoked or suspended, including disadvantaged-, minority-, or woman-owned business certifications?  
☐ No ☐ Yes
- E. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?  
☐ No ☐ Yes

## SECTION V: ETHICS

### 1. Conflict Of Interest

- A. Does the Applicant Firm or any of its Key Persons have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with the LACMTA?  
☐ No ☐ Yes
- B. Has any Owner, Key Person or Project Team member of Applicant Firm ever (if yes explain fully):
1. Been an employee of the LACMTA, or served as a Member of the LACMTA Board of Directors or as an Alternate?  
☐ No ☐ Yes
  2. Been related by blood or marriage to an LACMTA employee, LACMTA Board Member or Alternate?  
☐ No ☐ Yes

### 2. Political, Charitable, And Other Contributions

Has the Applicant Firm, any of its Key Persons, or Affiliates ever, regardless of amount:

- A. Given (directly or indirectly), or offered to give on behalf of another or through another person, money, contributions (including political contributions), or other benefits, to any current LACMTA Board Member or Alternate?  
☐ No ☐ Yes
- B. Given, or offered to give on behalf of another, money, contributions, or other benefits, directly or indirectly, to any current or former LACMTA employee?  
☐ No ☐ Yes



Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

- C. Been directed by any LACMTA employee, Board member or Alternate Board member, or contractor to offer or give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member or alternate Board member?  
☐ No ☐ Yes
- D. Directed any person, including employees or subcontractors, to give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member, Alternate Board member, or to someone else in order to benefit an LACMTA employee, Board member, or Alternate Board member?  
☐ No ☐ Yes
- E. Been solicited by any LACMTA employee, Board member, or Alternate Board member to make a contribution to any charitable nonprofit organization?  
☐ No ☐ Yes

IF YES TO ANY OF THE ABOVE, SUBMIT LIST OF CONTRIBUTIONS AND FULL DETAILS.

## SECTION VI: ADDITIONAL DOCUMENTATION REQUIRED

### Copies of the following documents are to be submitted with this application:

1. Applicant Firm's Current Local Business Licenses, if required by city, county or state, and
2. Applicant Firm's Financial Statements (see specific requirements below):
  - A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the firm.
  - B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years.
  - C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.
  - D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form (page 9). Submit one form for each of the most recent three years.

**NOTE: The LACMTA reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Applicant Firm will provide to the LACMTA if awarded a contract.**

## FINANCIAL STATEMENT

To be completed by Applicant Firms that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

### ASSETS

Cash on Hand and in Banks.....\$  
Account and Notes Receivable.....\$  
Fixed Assets (net of depreciation).....\$  
Other Assets.....\$  
Total Assets.....\$

### LIABILITIES

Accounts Payable.....\$  
Notes Payable to Banks in next twelve months.....\$  
Notes Payable to Others.....\$  
Taxes Payable.....\$  
Long Term Liabilities (More than twelve months).....\$  
Other Liabilities.....\$  
Total Liabilities.....\$  
Net Worth.....\$

### INCOME FROM OPERATIONS

Revenue.....\$  
Interest from Bank Accounts.....\$  
Cost of Goods Sold (if appropriate).....\$  
Gross Profit.....\$  
General & Administrative Expenses.....\$  
Depreciation.....\$  
Interest Paid.....\$  
Net Gain or Loss.....\$

This information is provided for pre-qualification purposes only. It is considered a confidential document not subject to public disclosure under California law.

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of pre-qualification, and possible debarment for a period of five years.

\_\_\_\_\_  
Signature of Owner or Officer

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
For the Year Ended

\_\_\_\_\_  
Federal ID #

Tax ID No. or SSN: \_\_\_\_\_

## PRE-QUALIFICATION CERTIFICATION

A COPY OF THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY A GENERAL PARTNER, OWNER, PRINCIPAL OR CORPORATE OFFICER AUTHORIZED TO LEGALLY COMMIT THE APPLICANT FIRM, AND SUBMITTED WITH THE APPLICATION.

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the LACMTA to award a contract, or to allow the Applicant to participate in LACMTA projects as contractor, subcontractor, vendor, supplier, or consultant. The signer has read and understands the requirements of the program, and has read and understands the instructions for completing this form.

## DECLARATION

County of: \_\_\_\_\_

I, (printed name) \_\_\_\_\_, Social Security Number (last four digits) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Applicant Firm. I certify that I have read and understood the questions contained in the attached Application, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Application is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Application will result in denial of pre-qualification.

I authorize the LACMTA to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the LACMTA.

Signature of Certifying Individual

Date \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_. ☐ Personally known to me, or ☐ Proved to me on the basis of

satisfactory evidence to be the person who appeared before me.

Signature of Notary Public

Place Notary Seal Above

## NOTICE TO APPLICANTS

A material false statement, omission or fraudulent inducement made in connection with this pre-qualification application is sufficient cause for denial of the application or revocation of a prior approval, thereby precluding the applicant Firm from doing business with, or performing work for, the LACMTA, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: Applicant information submitted to the LACMTA in connection with pre-qualification is considered confidential. All such applicant information is confidential business information and will be afforded protection to the fullest extent permitted by law.

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

**LACMTA PRE-QUALIFICATION VALIDATION**

A copy of this VALIDATION must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Applicant Firm.

RFP or IFB Name and Number: \_\_\_\_\_

**DECLARATION**

I, (printed full name) \_\_\_\_\_, Social Security Number \_\_\_\_\_ being first duly sworn, hereby declare that I am the (position or title) \_\_\_\_\_ of (Firm name) \_\_\_\_\_, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of pre-qualification. I hereby state:

☐ the Pre-Qualification Application dated \_\_\_\_\_ on file with LACMTA is correct and current as submitted.

OR

☐ the Pre-Qualification Application dated \_\_\_\_\_ on file with LACMTA is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application. (Applicant may attach additional sheets to describe changes). Attach recent financial statements if previous are more than one year old.

\_\_\_\_\_  
Signature of Person Certifying for Applicant Firm

\_\_\_\_\_  
Date

~~~~~  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

(Notary Seal or Stamp)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_

**NOTICE TO APPLICANTS**

A material false statement, omission or fraudulent inducement made in connection with this pre-qualification application is sufficient cause for denial of the application or revocation of a prior approval, thereby precluding the applicant Firm from doing business with, or performing work for, the LACMTA, either as a vendor, prime contractor, subcontractor, consultant or sub-consultant for a period of three years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: Applicant information submitted to the LACMTA in connection with pre-qualification is considered confidential. All such applicant information is confidential business information and will be afforded protection to the fullest extent permitted by law.

**Validation Submittal Do not submit validations with bid or proposal, mail or deliver them to:**

LACMTA Pre-Qualification Office  
Mail Stop 99-9-1  
One Gateway Plaza  
Los Angeles, CA 90012-2952

## **SECTION 5 – BID/PROPOSAL FORMS**

This page is intentionally blank

## PROPOSAL LETTER

HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
ONE GATEWAY PLAZA  
LOS ANGELES, CA 90012-2952

SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. RFP No.: OP28367  
FORTY-FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZERO  
EMISSION BUS PROCUREMENT

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to Metro all required Certificates of Insurance.

The proposal submitted in response to subject RFP shall be in effect for **240** days after the proposal due date.

Further, the undersigned agrees to execute the Metro prepared Contract within ten calendar days after receipt of Notice of Award and provide to Metro all required Certificates of Insurance. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with Metro in connection with this RFP and will provide appropriate evidence of authorization upon request:

---

| Printed Name | Title | Phone |
|--------------|-------|-------|
|--------------|-------|-------|

---

| Printed Name | Title | Phone |
|--------------|-------|-------|
|--------------|-------|-------|

---

| Printed Name | Title | Phone |
|--------------|-------|-------|
|--------------|-------|-------|

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Subcontractor, Supplier) performing the work fulfill the specified requirements, and
- E. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

- F. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Metro Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of Metro to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

---

---

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Therefore, the undersigned hereby agrees that Metro will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment No(s):

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The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's  
Name: \_\_\_\_\_

Business  
Address: \_\_\_\_\_

\_\_\_\_\_  
Contractor's License  
No.: \_\_\_\_\_

License Expiration  
Date: \_\_\_\_\_

Classification  
Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
e-mail address

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Type or Print  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

# BIDDERS LIST FORM

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form (PRO FORM 132) will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific acquisition. Please provide the following mandatory data:

## Part A: Business Data

1. Business Name: \_\_\_\_\_
2. Business Address:  
\_\_\_\_\_  
Street City State Zip
3. County Business is located in: \_\_\_\_\_
4. Name of Contact Person: \_\_\_\_\_
5. Phone: ( ) \_\_\_\_\_ 6. Fax: ( ) \_\_\_\_\_
7. Email Address: \_\_\_\_\_
8. Is this business certified as a Disadvantaged Business Enterprise? a. ☐ Yes b. ☐ No
9. Business Annual Gross Receipts: 10. Age of Business: \_\_\_\_\_ Years \_\_\_\_\_ Months  
a. ☐ Less than \$500,000 b. ☐ \$500,000 to \$1,000,000 c. ☐ \$1,000,000 to \$2,000,000  
d. ☐ \$2,000,000 to \$5,000,000 e. ☐ Over \$5,000,000

## Part B: Project and Work Description

11. RFIQ, IFB, or RFP # \_\_\_\_\_
12. Project Name: \_\_\_\_\_
13. Provide brief description of scope of work, services, and/or materials to be performed/furnished:  
\_\_\_\_\_  
\_\_\_\_\_
14. Will you subcontract any of your work? a. ☐ Yes \* b. ☐ No  
(\* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

## Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

# FORM PS-1 – PROPOSAL SUBMITTAL CHECKLIST

NAME OF PROPOSER: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

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

|                                                                                                                                                                                                                                                                                           | Were Required Documents Submitted? |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----|
|                                                                                                                                                                                                                                                                                           | Yes                                | No |
| <b>TECHNICAL PROPOSAL (VOLUME 1)</b>                                                                                                                                                                                                                                                      |                                    |    |
| <b>TAB 1:</b> Cover page with Proposer's name and completed Proposal Submittal Checklist (Form PS-1)                                                                                                                                                                                      |                                    |    |
| <b>TAB 2:</b> A fully completed Technical Summary Form TF-1 (As applicable to CNG or ZEB)                                                                                                                                                                                                 |                                    |    |
| <b>TAB 3:</b> Technical Specifications Section – Narrative to address each question on the Technical Specification & base supplier experience, and system integration                                                                                                                     |                                    |    |
| <b>TAB 4:</b> Project Management Section – Narrative to address each question on Proposer's project management capability and capacity                                                                                                                                                    |                                    |    |
| <b>TAB 5:</b> Experience & Past Performance Section – Narrative to address each question including fully completed Forms TF-2 List of Completed Projects and TF-3 List of Current Projects                                                                                                |                                    |    |
| <b>TAB 6:</b> List of Exceptions or Deviations to Technical Specification and Contract Terms & Conditions (Form TF-4)                                                                                                                                                                     |                                    |    |
| <b>TAB 7:</b> List of Alternate Suppliers and System Configurations                                                                                                                                                                                                                       |                                    |    |
| <b>TAB 8:</b> Life Cycle Costing Forms (TO BE SUBMITTED IN A SEPARATE ENVELOPE) <ul style="list-style-type: none"> <li>Completed TF 6 Technical Information and TF 7 Life Expectancy and Warranty</li> <li>Completed LCC Form (As Applicable, 40' and 60' CNG/40' and 60' ZEB)</li> </ul> |                                    |    |
| <b>TAB 9:</b> Local Employment Program – Narrative describing Local Employment Plan including Manpower Summary Worksheets and Labor Value Forms (TO BE SUBMITTED IN A SEPARATE ENVELOPE)                                                                                                  |                                    |    |

|                                                                                                                                                                         |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>Price Proposal (VOLUME 2)</b>                                                                                                                                        |  |  |
| <b>TAB 1:</b>                                                                                                                                                           |  |  |
| Contract Price Summary (Price Proposal Form PF-1) As applicable, (Group A CNG- 40'), Group B (CNG- 60'), Group C (ZE-40') and Group D (ZE-60')                          |  |  |
| Schedule A: Detailed schedule for spare parts and consumables (Price Proposal Form PF-2)                                                                                |  |  |
| Schedule B: Detailed schedule for special tools (Price Proposal Form PF-3)                                                                                              |  |  |
| Schedule C: Detailed schedule for diagnostic test equipment (Price Proposal Form PF-4)                                                                                  |  |  |
| Schedule D: Detailed schedule for training aids (Price Proposal Form PF-5)                                                                                              |  |  |
| <b>TAB 2:</b> Proposer's list and quantities of recommended Spare Parts and Consumable Items, including quantity, unit price and procurement lead time for each item    |  |  |
| <b>TAB 3:</b> Proposer's list and quantities of recommended Diagnostics & Test Equipment (DTE), including quantity, unit price and procurement lead time for each item. |  |  |
| <b>TAB 4:</b> Proposer's list of recommended Special Tools including quantity, unit price and procurement lead time for each item                                       |  |  |

|               |                                                                                                                                                                                                                                                                                  |  |  |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>TAB 5:</b> | Proposer's list of recommended Training Aids including quantity, unit price and procurement lead time for each item                                                                                                                                                              |  |  |
| <b>TAB 6:</b> | Proposer's price proposal for difference between LACMTA RFP compliant offer and proposed list of exceptions / deviations.                                                                                                                                                        |  |  |
| <b>TAB 7:</b> | Proposer's price proposal for difference between base supplier or configuration offer and proposed alternate supplier or alternate configuration offer.                                                                                                                          |  |  |
| <b>TAB 8:</b> | Proposer's proposed Milestone Payments for the Pre-Production Meeting, Pilot Bus Acceptance and First Article Acceptance and list of deviations/exceptions to Milestone Payments for Spare Parts, Special Tools, Diagnostic Test Equipment, Training Aids, Manuals and Training. |  |  |

| <b>Forms &amp; Required Certifications (VOLUME 3)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>TAB 1:</b>                                         | All Representations and Certifications duly executed as required.<br><br>Contractor Pre-Qualification Application.<br><br><i>Note: The Pre-Qualification Application should be submitted directly to Metro's Pre-Qualification Department. See the Pre-Qualification Application Instructions for details.</i>                                                                                                                                   |  |  |
|                                                       | Proposal Letter                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
|                                                       | Ethics Declaration                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
|                                                       | General Certifications                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |
|                                                       | Certificate of Compliance with 49 CFR Part 655, Prevention of Alcohol, Misuse and Prohibited Drug Use in Transit Operations                                                                                                                                                                                                                                                                                                                      |  |  |
|                                                       | Buy America Certificate for Compliance with Title 49 USC 5323                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
|                                                       | Certification of Compliance with Federal Lobbying Requirements (49 CFR Part 20)                                                                                                                                                                                                                                                                                                                                                                  |  |  |
|                                                       | Certification of Restriction on Lobbying                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |
|                                                       | Disclosure of Lobbying Activities                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
|                                                       | Federal Motor Vehicle Safety Standards                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |
|                                                       | DBE Certification                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
|                                                       | Local Employment Plan Proposer Certification                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |
|                                                       | Local Employment Plan Subcontractor Certification                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
| <b>TAB 2:</b>                                         | List of e-mail/letter/fax confirmations of the duly completed reference check form TF-5, from three (3) transit agency reference contacts for the Proposer mailed directly to LACMTA by the RFP closing date. Proposers may be required to present further evidence that it has successfully performed similar Work of comparable magnitude or provide other proof satisfactory to LACMTA that it is competent to successfully perform the Work. |  |  |

**PROPOSAL REQUIREMENTS  
TAB 2: TECHNICAL SUMMARY**

**FORM TF-1 (CNG) - TECHNICAL SUMMARY & PROPOSED PRIMARY  
SUPPLIERS**

This form must be completed and included in the Technical Proposal. Attach supporting documentation as necessary. Proposers should list the 1<sup>st</sup> tier manufacturer on the form below. Proposers may list up to two alternate manufacturers in the space(s) below entitled manufacturer. Alternate manufacturers should be noted as "AS 1", "AS 2" in the space provided. Proposers should support alternate system configurations in Tab 9 as defined in PR 2-7.

**GENERAL COACH DATA SHEET:**

☐ **FORTY-FOOT (40') LOW FLOOR CNG TRANSIT VEHICLE**

☐ **SIXTY-FOOT (60') LOW FLOOR CNG TRANSIT VEHICLE**

**Bus Manufacturer:**

\_\_\_\_\_

**Bus Model Number:**

\_\_\_\_\_

**Basic Body Construction Type:**

\_\_\_\_\_

**General Dimensions**

|                                 |                                        |                      |      |                      |        |
|---------------------------------|----------------------------------------|----------------------|------|----------------------|--------|
| <b>Overall Length</b>           | Over bumpers                           | <input type="text"/> | feet | <input type="text"/> | inches |
|                                 | Over body                              | <input type="text"/> | feet | <input type="text"/> | inches |
| <b>Overall Width</b>            | Over body excluding mirrors and lights | <input type="text"/> | feet | <input type="text"/> | inches |
|                                 | Over body including mirrors            | <input type="text"/> | feet | <input type="text"/> | inches |
|                                 | Over tires                             | <input type="text"/> | feet | <input type="text"/> | inches |
| <b>Overall Height (maximum)</b> |                                        | <input type="text"/> | feet | <input type="text"/> | inches |

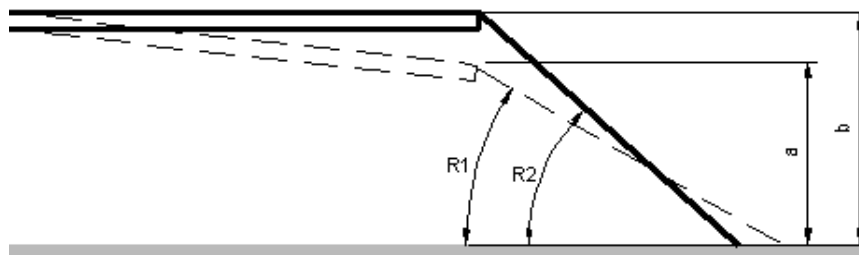
|                           |                      |         |
|---------------------------|----------------------|---------|
| <b>Angle of approach</b>  | <input type="text"/> | degrees |
| <b>Angle of departure</b> | <input type="text"/> | degrees |
| <b>Breakover angle 1</b>  | <input type="text"/> | degrees |
| <b>Breakover angle 2</b>  | <input type="text"/> | degrees |

**Doorway Clear Opening (at widest point)**  inches

|                   | <b>Width</b> with grab handles | <b>Width</b> without grab handles | <b>Height</b>               |
|-------------------|--------------------------------|-----------------------------------|-----------------------------|
| <b>Front Door</b> | <input type="text"/> inches    | <input type="text"/> inches       | <input type="text"/> inches |

|                    |                      |        |                      |        |                      |        |
|--------------------|----------------------|--------|----------------------|--------|----------------------|--------|
| <b>Center Door</b> | <input type="text"/> | inches | <input type="text"/> | inches | <input type="text"/> | inches |
| <b>Rear Door</b>   | <input type="text"/> | inches | <input type="text"/> | inches | <input type="text"/> | inches |

|                                                              |                      |        |
|--------------------------------------------------------------|----------------------|--------|
| Front axle floor height above ground (centerline of bus)     | <input type="text"/> | inches |
| Non-Drive axle floor height above ground (centerline of bus) | <input type="text"/> | inches |
| Rear axle floor height above ground (centerline of bus)      | <input type="text"/> | inches |
| Step height from ground (measured at center of doorway)      | <input type="text"/> | inches |



|                  |                                 |                                   |                                 |
|------------------|---------------------------------|-----------------------------------|---------------------------------|
|                  | Front doorway                   | Ramp angle                        | Rear doorway                    |
| <b>Kneeled</b>   | <input type="text"/> inches (a) | <input type="text"/> degrees (R1) | <input type="text"/> inches (a) |
| <b>Unkneeled</b> | <input type="text"/> inches (b) | <input type="text"/> degrees (R2) | <input type="text"/> inches (b) |

### Interior head room (floor to ceiling at center of aisle)

|                                |                      |        |
|--------------------------------|----------------------|--------|
| First axle location            | <input type="text"/> | inches |
| Center axle location           | <input type="text"/> | inches |
| Rear axle location             | <input type="text"/> | inches |
| Rear settee (in front of seat) | <input type="text"/> | inches |

### Aisle Width

|                                                           |                      |        |
|-----------------------------------------------------------|----------------------|--------|
| Minimum width on floor between first axle wheel housings  | <input type="text"/> | inches |
| Minimum width on floor between center axle wheel housings | <input type="text"/> | inches |
| Minimum width on floor between rear axle wheel housings   | <input type="text"/> | inches |

### Minimum Ground Clearance

|                     | Front Axle           |        | Center Axle          |        | Rear Axle            |        |
|---------------------|----------------------|--------|----------------------|--------|----------------------|--------|
| Outside axles zones | <input type="text"/> | inches | <input type="text"/> | inches | <input type="text"/> | inches |

Wheel area zones

Inside axles zones

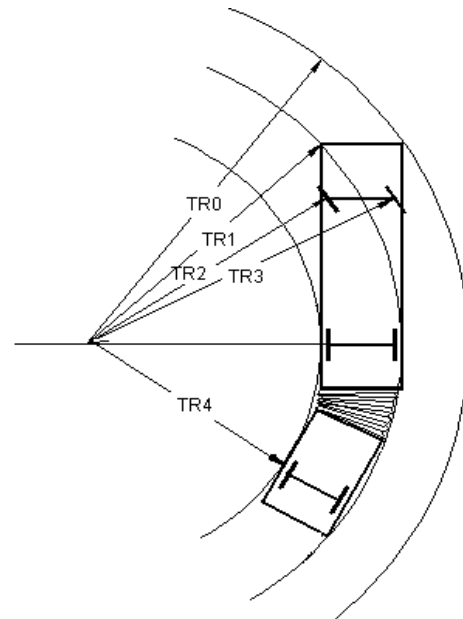
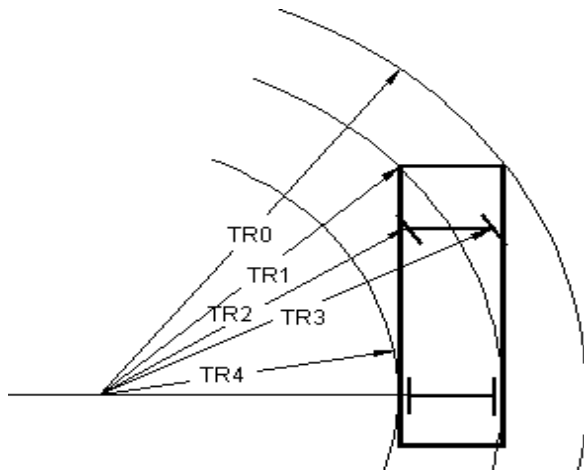
|  |        |  |        |  |        |
|--|--------|--|--------|--|--------|
|  | inches |  | inches |  | inches |
|  | inches |  | inches |  | inches |

### Horizontal Turning Envelope (see diagram below)

Outside body turning radius, TR0 (including bumper)

Inside Body Turning Radius innermost point, TR4 (including bumper)

|  |      |  |        |
|--|------|--|--------|
|  | feet |  | inches |
|  | feet |  | inches |



### Wheel Base

First axle to rear axle

First axle to center axle

|  |        |
|--|--------|
|  | inches |
|  | inches |

### Overhang, Centerline of Axle Over Bumper

Front

Rear

|  |        |
|--|--------|
|  | Inches |
|  | Inches |

### Floor

Maximum interior floor slope (from horizontal)

|  |         |
|--|---------|
|  | degrees |
|--|---------|

### Capacity

Total number of passenger seats

Passenger seating manufacturer/model number

Total number of standing passengers (1 per 1.5 sq. ft.)

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |



Minimum hip to knee space

inches

Maximum hip to knee space

inches

Restraint system type and model number

### Bus Weight

|             | Curb Weight          |     | Curb Weight Plus Seated Load* |     | GVWR                 |     |
|-------------|----------------------|-----|-------------------------------|-----|----------------------|-----|
| First axle  | <input type="text"/> | Lbs | <input type="text"/>          | lbs | <input type="text"/> | lbs |
| Center axle | <input type="text"/> | Lbs | <input type="text"/>          | lbs | <input type="text"/> | lbs |
| Rear axle   | <input type="text"/> | Lbs | <input type="text"/>          | lbs | <input type="text"/> | lbs |
| Total       | <input type="text"/> | Lbs | <input type="text"/>          | lbs | <input type="text"/> | lbs |

\* Including operator and passengers at 150 lbs per person

### Steering Axles

Manufacturer

Type and weight rating

Model number

|  |
|--|
|  |
|  |
|  |

### Non-Drive Axle (Center)

Manufacturer

Type and weight rating

Model number

|  |
|--|
|  |
|  |
|  |

### Drive Axle

Manufacturer

Type and weight rating

Model number

|  |
|--|
|  |
|  |
|  |

### Drive Axle Ratio

Differential ratio

Hub reduction ratio (if used)

Final axle ratio (if hub reduction is used)

|  |
|--|
|  |
|  |
|  |

### Brake System

Make/type of fundamental system

First axle brake chamber model

Center axle brake chamber model

|  |
|--|
|  |
|  |
|  |

Rear axle brake chamber model

|  |
|--|
|  |
|--|

First Axle Brake Caliper

Manufacturer

|  |
|--|
|  |
|--|

Model number

|  |
|--|
|  |
|--|

Center Axle Brake Caliper

Manufacturer

|  |
|--|
|  |
|--|

Model Number

|  |
|--|
|  |
|--|

Rear Axle Brake Caliper

Manufacturer

|  |
|--|
|  |
|--|

Model number

|  |
|--|
|  |
|--|

First Axle Brake Rotor

Manufacturer

|  |
|--|
|  |
|--|

Center Axle Brake Rotor

Manufacturer

|  |
|--|
|  |
|--|

Rear Axle Brake Rotor

Manufacturer

|  |
|--|
|  |
|--|

**Air Compressor**

Manufacturer

|  |
|--|
|  |
|--|

Type

|  |
|--|
|  |
|--|

Model number

|  |
|--|
|  |
|--|

Rated capacity

|  |     |
|--|-----|
|  | cfm |
|--|-----|

Capacity at idle

|  |     |
|--|-----|
|  | cfm |
|--|-----|

Maximum warranted speed

|  |     |
|--|-----|
|  | rpm |
|--|-----|

Idle speed

|  |     |
|--|-----|
|  | rpm |
|--|-----|

Drive type

|  |
|--|
|  |
|--|

Governor cut-in pressure

|  |     |
|--|-----|
|  | psi |
|--|-----|

Governor cut-out pressure

|  |     |
|--|-----|
|  | psi |
|--|-----|

**Air Reservoir Capacity**

Manufacturer

Supply reservoir number and size

|  |   |  |                    |
|--|---|--|--------------------|
|  | / |  | cubic inches total |
|--|---|--|--------------------|

Primary reservoir number and size

|  |   |  |                    |
|--|---|--|--------------------|
|  | / |  | cubic inches total |
|--|---|--|--------------------|

Secondary reservoir number and size

|  |   |  |                    |
|--|---|--|--------------------|
|  | / |  | cubic inches total |
|--|---|--|--------------------|

Parking reservoir number & size

|  |   |  |                    |
|--|---|--|--------------------|
|  | / |  | cubic inches total |
|--|---|--|--------------------|

Accessory reservoir number & size

|  |   |  |                    |
|--|---|--|--------------------|
|  | / |  | cubic inches total |
|--|---|--|--------------------|

Other reservoir number & size  /  cubic inches total

### Cooling System

|                           | Radiator             | Charge air cooler    |
|---------------------------|----------------------|----------------------|
| Manufacturer              | <input type="text"/> | <input type="text"/> |
| Type                      | <input type="text"/> | <input type="text"/> |
| Model number              | <input type="text"/> | <input type="text"/> |
| Number of tubes           | <input type="text"/> | <input type="text"/> |
| Fins per inch             | <input type="text"/> | <input type="text"/> |
| Fin thickness<br>(inches) | <input type="text"/> | <input type="text"/> |
| Fin construction          | <input type="text"/> | <input type="text"/> |

|                                         |                      |           |
|-----------------------------------------|----------------------|-----------|
| Total cooling system capacity (gallons) | <input type="text"/> | gallons   |
| Radiator fan manufacturer               | <input type="text"/> |           |
| Fan speed/control type (mech/elect/hyb) | <input type="text"/> |           |
| Surge tank capacity                     | <input type="text"/> | gallons   |
| Overheat alarm temperature              | <input type="text"/> | degrees F |
| Shutdown temperature settings           | <input type="text"/> | degrees F |

### Electrical

#### Primary Interior Lighting System

|              |                      |
|--------------|----------------------|
| Manufacturer | <input type="text"/> |
| Type         | <input type="text"/> |
| Model number | <input type="text"/> |

#### Alternator

|                |                      |      |
|----------------|----------------------|------|
| Manufacturer   | <input type="text"/> |      |
| Type           | <input type="text"/> |      |
| Model number   | <input type="text"/> |      |
| Output at idle | <input type="text"/> | amps |

#### Voltage Regulator

|              |                      |
|--------------|----------------------|
| Manufacturer | <input type="text"/> |
| Model number | <input type="text"/> |

#### Voltage Equalizer

|              |                      |
|--------------|----------------------|
| Manufacturer | <input type="text"/> |
| Model number | <input type="text"/> |

**Multiplex)**

Manufacturer  
Type  
Model number

|  |
|--|
|  |
|  |
|  |

**Starter Motor**

Manufacturer  
Voltage  
Model number

|  |
|--|
|  |
|  |
|  |

**Energy Storage****Batteries – Low Voltage**

Manufacturer  
Type  
Model number  
Cold cranking amps

|  |
|--|
|  |
|  |
|  |
|  |

**Engine**

Manufacturer  
Model number/version  
Horsepower/torque  
rating

|  |
|--|
|  |
|  |
|  |

**Fire Suppression/Methane Detection System**

Manufacturer  
Model number  
Number of detectors  
Type of detector  
Battery backup

|                                                                   |      |  |         |
|-------------------------------------------------------------------|------|--|---------|
|                                                                   |      |  |         |
|                                                                   |      |  |         |
|                                                                   | fire |  | methane |
| <input type="checkbox"/> Thermal <input type="checkbox"/> Optical |      |  |         |
| <input type="checkbox"/> Yes <input type="checkbox"/> No          |      |  |         |

**Bumpers**

Manufacturer  
Type

|  |
|--|
|  |
|  |

**Fuel and Exhaust System**

Operating range and CNG  
Technical Analysis – All values  
corrected to LACMTA gas  
composition.

Fuel economy for CBD portion of test (lbs/mi). \_\_\_\_\_  
Fuel usage at idle (lbs/hr). \_\_\_\_\_  
Fuel economy combined CBD and idle (lbs/mi) \_\_\_\_\_  
Fuel system capacity at 3600 psi (lbs). \_\_\_\_\_  
Fuel remaining at low fuel warning light (lbs). \_\_\_\_\_  
Range (miles). \_\_\_\_\_

Provide detailed analysis for fuel calculations and describe tests performed to confirm the CNG fuel consumption rates for the proposed bus configuration. Attach supporting documents as necessary.

### Fuel Tanks (gaseous fuels)

Manufacturer

Capacity (total and usable)

Construction material

Quantity and location of tanks

|  |     |  |     |
|--|-----|--|-----|
|  |     |  |     |
|  | SCF |  | SCF |
|  |     |  |     |
|  |     |  |     |

### Exhaust system

Muffler manufacturer

SCR

|  |
|--|
|  |
|  |

### Air Suspension

Air spring manufacturer

Air spring quantity per axle

Shock absorber manufacturer

Shock absorber quantity per  
axle

| Front | Middle | Rear |
|-------|--------|------|
|       |        |      |
|       |        |      |
|       |        |      |
|       |        |      |

### Steering

Pump manufacturer

Pump model number

Steering gear manufacturer

Steering gear model number

Steering gear type

Steering wheel diameter

Maximum effort at steering  
wheel\*

|  |        |
|--|--------|
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  | inches |
|  |        |

\* Unloaded stationary coach on dry asphalt pavement

### Transmission /Retarder

Manufacturer  
 Type  
 Model number  
 Number of forward speeds  
 Fluid capacity  
 Type ventilation/cooling

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

**Propshaft**

Manufacturer

|  |
|--|
|  |
|--|

**Wheels**

Manufacturer  
 Type  
 Size  
 Mounting type  
 Bolt circle diameter  
 Protective coating

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

**Tires**

Inflation pressure

|  |
|--|
|  |
|--|

**Door System**

**Door Panels**

**Manufacturer**

**Type**

Front door  
 Center door  
 Rear door

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

**Actuating Mechanism (air, electric, spring, other)**

Manufacturer  
 Front door  
 Center door  
 Rear door

|  |
|--|
|  |
|  |
|  |
|  |

**Contactless Sensing System**

Center door  
 Rear door

|  |
|--|
|  |
|  |

## Heating and Ventilating Equipment

|                                  | Front Car |                   | Rear Car |     |
|----------------------------------|-----------|-------------------|----------|-----|
| Heating system capacity          |           | Btu               |          | Btu |
| Air conditioning system capacity |           | Btu               |          | Btu |
| Ventilating capacity             |           | CFM per passenger |          |     |
| Manufacturer and model           |           |                   |          |     |
| Refrigerant type                 |           |                   |          |     |

## Drivers heater/Defroster

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |
| Model number |  |
| Capacity     |  |

## Auxiliary heater

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |
| Model number |  |
| Capacity     |  |

## Passenger Loading System

|                                    |  |
|------------------------------------|--|
| Manufacturer                       |  |
| Type (hydraulic, electric or both) |  |
| Model number                       |  |
| Capacity (lbs.)                    |  |

## Dimensions

|                |  |        |
|----------------|--|--------|
| Width of ramp  |  | inches |
| Length of ramp |  | inches |

## Cycle times

|                  |  |         |
|------------------|--|---------|
| Stowed to ground |  | seconds |
| Ground to stow   |  | seconds |

## Normal Idle

## Fast Idle

|  |         |
|--|---------|
|  | seconds |
|  | seconds |

## Electronics

|                           |  |
|---------------------------|--|
| Video system manufacturer |  |
|---------------------------|--|

Video system model number  
 Number of cameras  
 Multiplex system manufacturer  
 Multiplex system model number  
 Automatic passenger counter system manufacturer  
 Automatic passenger counter system model number  
 Destination sign manufacturer  
 Destination sign model number  
 AVL/AVM system manufacturer  
 AVL/AVM system model number  
 Passenger information system manufacturer  
 Passenger information system model number  
 Signal prioritization system manufacturer  
 Signal prioritization system model number

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

**Coach Body Fittings**

Passenger windows manufacturer

|  |
|--|
|  |
|--|

**Exterior/Interior Mirrors**

Size  
 Manufacturer  
 Model number  
 Manufacturer part numbers

|  |
|--|
|  |
|  |
|  |
|  |

**Bicycle Racks**

Manufacturer  
 Model number

|  |
|--|
|  |
|  |

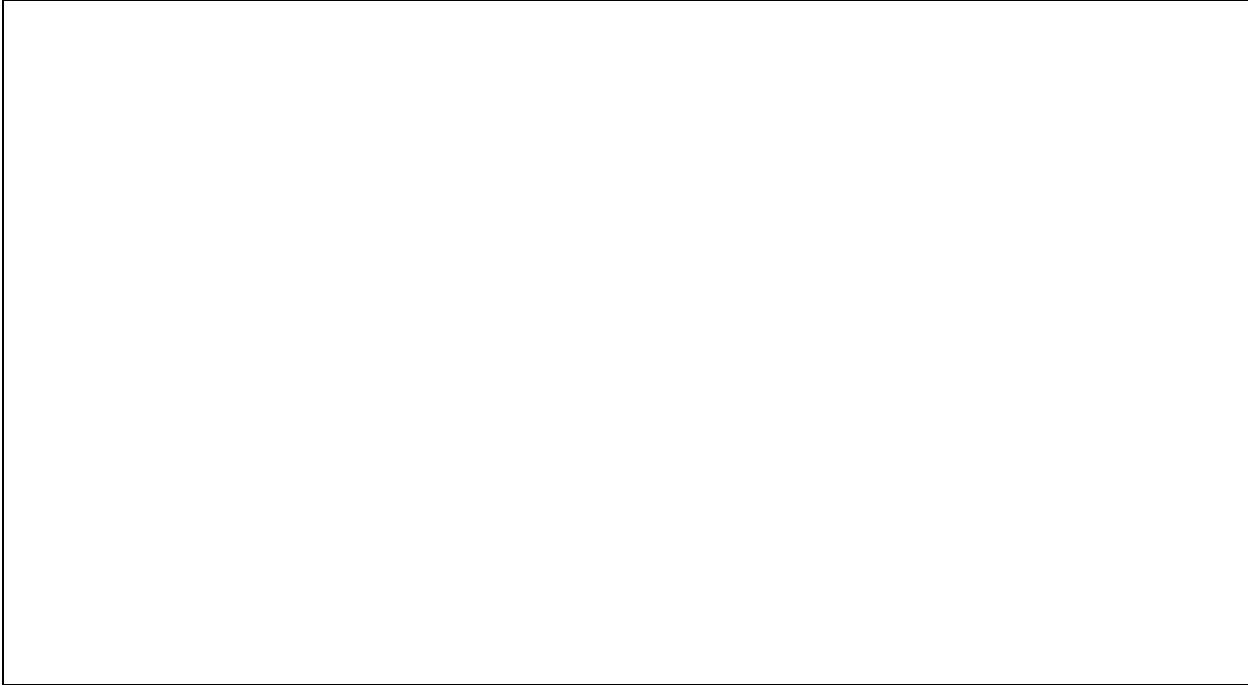
**Paint System**

Manufacturer  
 Type

|  |
|--|
|  |
|  |



**Operator control layout diagram:**



**PROPOSAL REQUIREMENTS  
TAB 2: TECHNICAL SUMMARY**

**FORM TF-1 (ZEB) TECHNICAL SUMMARY & PROPOSED PRIMARY  
SUPPLIERS**

This form must be completed and included in the Technical Proposal. Attach supporting documentation as necessary. Proposers should list the 1<sup>st</sup> tier manufacturer on the form below. Proposers may list up to two alternate manufacturers in the space(s) below entitled manufacturer. Alternate manufacturers should be noted as "AS 1", "AS 2" in the space provided. Proposers should support alternate system configurations in Tab 9 as defined in PR 2-7.

**GENERAL COACH DATA SHEET:**

- ☐ **FORTY-FOOT (40') LOW FLOOR CNG TRANSIT VEHICLE**
- ☐ **SIXTY-FOOT (60') LOW FLOOR CNG TRANSIT VEHICLE**

**Bus Manufacturer:** \_\_\_\_\_

**Bus Model Number:** \_\_\_\_\_

**Basic Body Construction Type:** \_\_\_\_\_

**General Dimensions**

|                                 |                                        |                      |      |                      |        |
|---------------------------------|----------------------------------------|----------------------|------|----------------------|--------|
| <b>Overall Length</b>           | Over bumpers                           | <input type="text"/> | feet | <input type="text"/> | inches |
|                                 | Over body                              | <input type="text"/> | feet | <input type="text"/> | inches |
| <b>Overall Width</b>            | Over body excluding mirrors and lights | <input type="text"/> | feet | <input type="text"/> | inches |
|                                 | Over body including mirrors            | <input type="text"/> | feet | <input type="text"/> | inches |
|                                 | Over tires                             | <input type="text"/> | feet | <input type="text"/> | inches |
| <b>Overall Height (maximum)</b> |                                        | <input type="text"/> | feet | <input type="text"/> | inches |

|                           |                      |         |
|---------------------------|----------------------|---------|
| <b>Angle of approach</b>  | <input type="text"/> | degrees |
| <b>Angle of departure</b> | <input type="text"/> | degrees |
| <b>Breakover angle 1</b>  | <input type="text"/> | degrees |
| <b>Breakover angle 2</b>  | <input type="text"/> | degrees |

**Doorway Clear Opening (at widest point)**  inches

|                    | <b>Width</b> with grab handles | <b>Width</b> without grab handles | <b>Height</b>               |
|--------------------|--------------------------------|-----------------------------------|-----------------------------|
| <b>Front Door</b>  | <input type="text"/> Inches    | <input type="text"/> inches       | <input type="text"/> inches |
| <b>Center Door</b> | <input type="text"/> Inches    | <input type="text"/> inches       | <input type="text"/> inches |

**Rear Door**

Inches

inches

inches

Front axle floor height above ground (centerline of bus)

inches

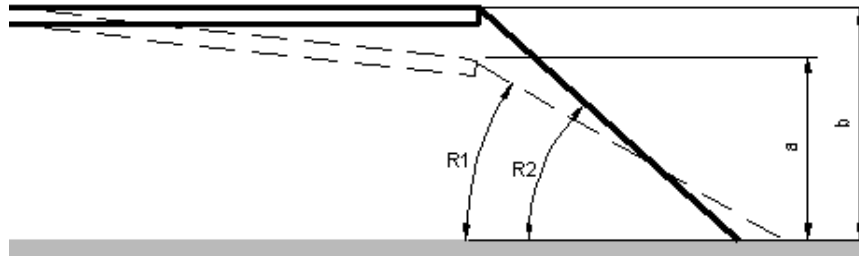
Non-Drive axle floor height above ground (centerline of bus)

Rear axle floor height above ground (centerline of bus)

inches

Step height from ground (measured at center of doorway)

inches



Front doorway

Ramp angle

Rear doorway

**Kneeled**

inches (a)

degrees (R1)

inches (a)

**Unkneeled**

inches (b)

degrees (R2)

inches (b)

**Interior Head Room (floor to ceiling at center of aisle)**

First axle location

inches

Center axle location

inches

Rear axle location

inches

Rear settee (in front of seat)

inches

**Aisle Width**

Minimum width on floor between first axle wheel housings

inches

Minimum width on floor between center axle wheel housings

inches

Minimum width on floor between rear axle wheel housings

inches

**Minimum Ground Clearance**

Outside axles zones

| Front Axle           |        | Center Axle          |        | Rear Axle            |        |
|----------------------|--------|----------------------|--------|----------------------|--------|
| <input type="text"/> | inches | <input type="text"/> | Inches | <input type="text"/> | inches |
| <input type="text"/> | inches | <input type="text"/> | Inches | <input type="text"/> | Inches |
| <input type="text"/> | inches | <input type="text"/> | inches | <input type="text"/> | Inches |

Wheel area zones

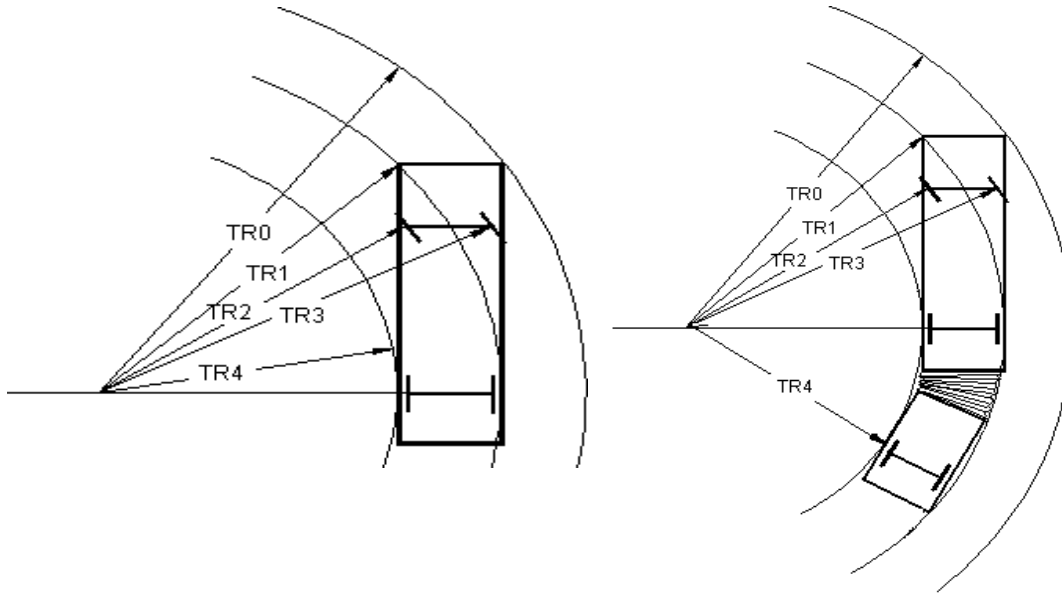
Inside axles zones

**Horizontal Turning Envelope** (see diagram below)

Outside body turning radius, TR0 (including bumper)

Inside Body Turning Radius innermost point, TR4 (including bumper)

|                      |      |                      |        |
|----------------------|------|----------------------|--------|
| <input type="text"/> | feet | <input type="text"/> | inches |
| <input type="text"/> | feet | <input type="text"/> | inches |



**Wheel Base**

First axle to rear axle  inches  
First axle to center axle  inches

**Overhang, Centerline of Axle Over Bumper**

Front  Inches  
Rear  Inches

**Floor**

Maximum interior floor slope (from horizontal)  degrees

**Capacity**

Total number of passenger seats

Passenger seats manufacturer/model number

Total number of standees (1 per 1.5 sq. ft.)

Minimum hip to knee space

Maximum hip to knee space

|                      |        |
|----------------------|--------|
| <input type="text"/> |        |
| <input type="text"/> |        |
| <input type="text"/> | inches |
| <input type="text"/> | inches |

Restraint system type and model number

|  |
|--|
|  |
|--|

### Bus Weight

|             | Curb Weight |     | Curb Weight Plus Seated Load* |     | GVWR        |     |
|-------------|-------------|-----|-------------------------------|-----|-------------|-----|
| First axle  | <div></div> | Lbs | <div></div>                   | lbs | <div></div> | lbs |
| Center axle | <div></div> | Lbs | <div></div>                   | lbs | <div></div> | lbs |
| Rear axle   | <div></div> | Lbs | <div></div>                   | lbs | <div></div> | lbs |
| Total       | <div></div> | Lbs | <div></div>                   | lbs | <div></div> | lbs |

\* Including operator and passengers at 150 lbs per person

### Steering Axles

|                        |                                              |  |
|------------------------|----------------------------------------------|--|
| Manufacturer           | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |
| Type and weight rating | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |
| Model number           | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |

### Non-Drive Axle (Center)

|                        |                                              |  |
|------------------------|----------------------------------------------|--|
| Manufacturer           | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |
| Type and weight rating | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |
| Model number           | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |

### Drive Axle (Rear)

|                        |                                              |  |
|------------------------|----------------------------------------------|--|
| Manufacturer           | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |
| Type and weight rating | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |
| Model number           | <table border="1"><tr><td></td></tr></table> |  |
|                        |                                              |  |

### Drive Axle Ratio

|                                             |                                              |  |
|---------------------------------------------|----------------------------------------------|--|
| Differential ratio                          | <table border="1"><tr><td></td></tr></table> |  |
|                                             |                                              |  |
| Hub reduction ratio (if used)               | <table border="1"><tr><td></td></tr></table> |  |
|                                             |                                              |  |
| Final axle ratio (if hub reduction is used) | <table border="1"><tr><td></td></tr></table> |  |
|                                             |                                              |  |

### Brake System

|                                 |                                              |  |
|---------------------------------|----------------------------------------------|--|
| Make/type of fundamental system | <table border="1"><tr><td></td></tr></table> |  |
|                                 |                                              |  |
| First axle brake chamber model  | <table border="1"><tr><td></td></tr></table> |  |
|                                 |                                              |  |
| Center axle brake chamber model | <table border="1"><tr><td></td></tr></table> |  |
|                                 |                                              |  |
| Rear axle brake chamber model   | <table border="1"><tr><td></td></tr></table> |  |
|                                 |                                              |  |

#### First Axle Brake Caliper

|              |                                              |  |
|--------------|----------------------------------------------|--|
| Manufacturer | <table border="1"><tr><td></td></tr></table> |  |
|              |                                              |  |
| Model number | <table border="1"><tr><td></td></tr></table> |  |
|              |                                              |  |

Center axle brake caliper

Manufacturer

Model number

Rear axle brake caliper

Manufacturer

Model number

First Axle Brake Rotor

Manufacturer

Center Axle Brake Rotor

Manufacturer

Rear Axle Brake Rotor

Manufacturer

**Regenerative Braking System**

Manufacturer

Make/type of fundamental system

**Air Compressor**

Manufacturer

Type

Model number

Rated capacity

cfm

Capacity at idle

cfm

Maximum warranted speed

rpm

Idle speed

rpm

Drive type

Governor cut-in pressure

psi

Governor cut-out pressure

psi

**Air Reservoir Capacity**

Manufacturer

Supply reservoir number and size

/

cubic inches total

Primary reservoir number and size

/

cubic inches total

Secondary reservoir number and size

/

cubic inches total

Parking reservoir number & size

/

cubic inches total

Accessory reservoir number & size

/

cubic inches total

Other reservoir number & size  /  cubic inches total

### Cooling System

|                        | Radiator             | Charge air cooler    |
|------------------------|----------------------|----------------------|
| Manufacturer           | <input type="text"/> | <input type="text"/> |
| Type                   | <input type="text"/> | <input type="text"/> |
| Model number           | <input type="text"/> | <input type="text"/> |
| Number of tubes        | <input type="text"/> | <input type="text"/> |
| Fins per inch          | <input type="text"/> | <input type="text"/> |
| Fin thickness (inches) | <input type="text"/> | <input type="text"/> |
| Fin construction       | <input type="text"/> | <input type="text"/> |

|                                         |                      |           |
|-----------------------------------------|----------------------|-----------|
| Total cooling system capacity (gallons) | <input type="text"/> | gallons   |
| Radiator fan manufacturer               | <input type="text"/> |           |
| Fan speed/control type (mech/elect/hyb) | <input type="text"/> |           |
| Surge tank capacity                     | <input type="text"/> | gallons   |
| Overheat alarm temperature              | <input type="text"/> | degrees F |
| Shutdown temperature settings           | <input type="text"/> | degrees F |

### Vehicle Operating Range (miles)

|                                             |                      |
|---------------------------------------------|----------------------|
| Operating SOC                               | <input type="text"/> |
| Minimum SOC                                 | <input type="text"/> |
| No. of recharges to reach 300 miles per day | <input type="text"/> |
| Time required per recharge                  | <input type="text"/> |

### Electrical

#### Primary Interior Lighting System

|              |                      |
|--------------|----------------------|
| Manufacturer | <input type="text"/> |
| Type         | <input type="text"/> |
| Model number | <input type="text"/> |

#### Low Voltage Generator

|              |                           |
|--------------|---------------------------|
| Manufacturer | <input type="text"/>      |
| Type         | <input type="text"/>      |
| Model number | <input type="text"/>      |
| Output       | <input type="text"/> amps |

#### Auxiliary Inverter (120/240)

|                     |  |
|---------------------|--|
| Manufacturer        |  |
| Model number        |  |
| Inverter technology |  |
| Output voltage(s)   |  |

### **Multiplex**

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |
| Model number |  |

### **Energy Storage**

#### Batteries – Low Voltage

|                    |  |
|--------------------|--|
| Manufacturer       |  |
| Type               |  |
| Model number       |  |
| Cold cranking amps |  |

#### Batteries/Energy Storage – High Voltage

|                             |  |
|-----------------------------|--|
| Manufacturer                |  |
| Type                        |  |
| Model number                |  |
| Energy density              |  |
| Specific power              |  |
| Total Energy (kWhr)         |  |
| Operating temperature range |  |
| Cooling/heating system      |  |

### **On Board Charger**

|                      |  |
|----------------------|--|
| Manufacturer         |  |
| Model number/version |  |
| Power output         |  |

### **On Route Charger**

|                      |  |
|----------------------|--|
| Manufacturer         |  |
| Model number/version |  |
| Power output         |  |

### **Traction Motor**

|              |  |
|--------------|--|
| Manufacturer |  |
|--------------|--|



|                      |  |
|----------------------|--|
| Model number/version |  |
| Power rating (kW)    |  |
| Type of ventilation  |  |

### Primary Propulsion Unit

|                      |  |
|----------------------|--|
| Manufacturer         |  |
| Model number/version |  |
| Power Output (kW)    |  |

### Fire Suppression/Methane Detection System

|                     |                                                                   |         |
|---------------------|-------------------------------------------------------------------|---------|
| Manufacturer        |                                                                   |         |
| Model number        |                                                                   |         |
| Number of detectors |                                                                   | fire    |
|                     |                                                                   | methane |
| Type of detector    | <input type="checkbox"/> Thermal <input type="checkbox"/> Optical |         |
| Battery backup      | <input type="checkbox"/> Yes <input type="checkbox"/> No          |         |

### Bumpers

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |

### Fuel Tanks (gaseous fuels)

|                                |  |     |   |
|--------------------------------|--|-----|---|
| Manufacturer                   |  |     |   |
| Capacity (total and usable)    |  | SCF | / |
|                                |  | SCF |   |
| Construction material          |  |     |   |
| Quantity and location of tanks |  |     |   |

### Air Suspension

|                                  | Front | Center | Rear |
|----------------------------------|-------|--------|------|
| Air spring manufacturer          |       |        |      |
| Air spring quantity per axle     |       |        |      |
| Shock absorber manufacturer      |       |        |      |
| Shock absorber quantity per axle |       |        |      |

### Steering

|                            |  |
|----------------------------|--|
| Pump manufacturer          |  |
| Pump model number          |  |
| Steering gear manufacturer |  |
| Steering gear model number |  |

|                                   |  |        |
|-----------------------------------|--|--------|
| Steering gear type                |  |        |
| Steering wheel diameter           |  | inches |
| Maximum effort at steering wheel* |  |        |

\* Unloaded stationary coach on dry asphalt pavement

### Transmission/Gearbox

|                                  |  |
|----------------------------------|--|
| Manufacturer                     |  |
| Type                             |  |
| Model number                     |  |
| Number of forward speeds         |  |
| Traction motor horsepower rating |  |
| Type ventilation/cooling         |  |

### Propshaft

|              |  |
|--------------|--|
| Manufacturer |  |
|--------------|--|

### Wheels

|                      |  |
|----------------------|--|
| Manufacturer         |  |
| Type                 |  |
| Size                 |  |
| Mounting type        |  |
| Bolt circle diameter |  |
| Protective coating   |  |

### Tires

|                         |  |
|-------------------------|--|
| Manufacturer            |  |
| Type                    |  |
| Size                    |  |
| Load range/air pressure |  |

### Door System

| Door Panels | Manufacturer | Type |
|-------------|--------------|------|
| Front door  |              |      |
| Center door |              |      |
| Rear door   |              |      |

### Actuating Mechanism (air, electric, spring, other)

|              |  |
|--------------|--|
| Manufacturer |  |
| Front door   |  |

Center door

Rear door

### Heating and Ventilating Equipment

Heating system capacity

Btu

Air conditioning system capacity

Btu

Ventilating capacity

CFM per passenger

Manufacturer and model

Refrigerant type

### Drivers Heater/Defroster

Manufacturer

Type

Model number

Capacity

### Auxiliary Heater

Manufacturer

Type

Model number

Capacity

### Passenger Loading System

Manufacturer

Type (hydraulic, electric or both)

Model number

Capacity (lbs.)

### Dimensions

Width of ramp

inches

Length of ramp

inches

### Cycle Times

#### Normal Idle

#### Fast Idle

Stowed to ground

seconds

seconds

Ground to stow

seconds

seconds

### Electronics

Video system manufacturer

|                                                 |  |
|-------------------------------------------------|--|
| Video system model number                       |  |
| Number of cameras                               |  |
| Multiplex system manufacturer                   |  |
| Multiplex system model number                   |  |
| Automatic passenger counter system manufacturer |  |
| Automatic passenger counter system model number |  |
| Destination sign manufacturer                   |  |
| Destination sign model number                   |  |
| AVL/AVM system manufacturer                     |  |
| AVL/AVM system model number                     |  |
| Passenger information system manufacturer       |  |
| Passenger information system model number       |  |
| Signal prioritization system manufacturer       |  |
| Signal prioritization system model number       |  |

### **Coach Body Fittings**

|                                |  |
|--------------------------------|--|
| Passenger windows manufacturer |  |
|--------------------------------|--|

### **Exterior/Interior Mirrors**

|                           |  |
|---------------------------|--|
| Size                      |  |
| Manufacturer              |  |
| Model number              |  |
| Manufacturer part numbers |  |

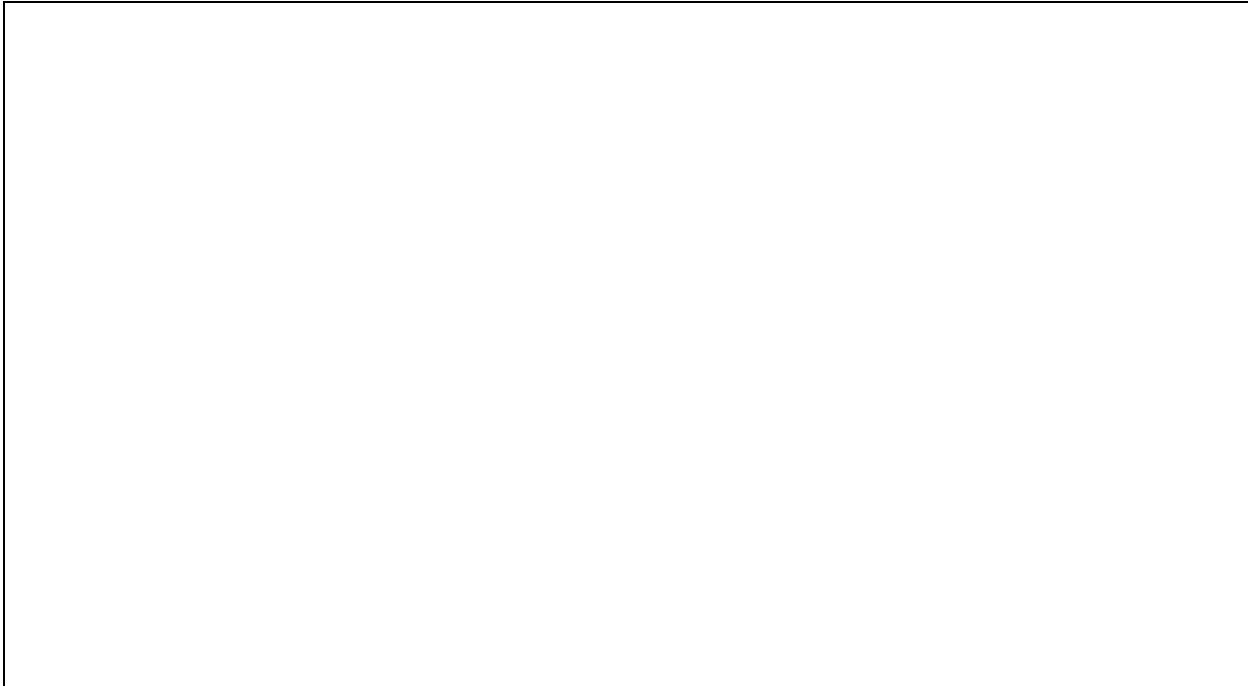
### **Bicycle Racks**

|              |  |
|--------------|--|
| Manufacturer |  |
| Model number |  |

### **Paint system**

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |

**Operator control layout diagram:**



**PROPOSAL REQUIREMENTS**  
**TAB 5: EXPERIENCE & PAST PERFORMANCE SECTION**

**FORM TF-2: LIST OF ALL COMPLETED BUS PROJECTS (LAST 5 YEARS)**

|                                            |                                |                                                                   |                                                            |                                                                                                              |  |
|--------------------------------------------|--------------------------------|-------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--|
| <b>FIRM</b><br><b>(Name &amp; Address)</b> |                                | <b>PRINCIPAL CONTACT</b><br><b>(Name &amp; Address)</b>           |                                                            | <b>LOCATION AT WHICH WORK WILL BE PERFORMED</b><br><b>(Name &amp; Address)</b>                               |  |
| <b>Project Name/<br/>Location</b>          | <b>Firm's Responsibilities</b> | <b>Owner/Agency Name<br/>Address/Telephone<br/>Contact Person</b> | <b>Completion Date<br/>Per Contract (C)<br/>Actual (A)</b> | <b>Estimated Cost of<br/>Work Performed<br/>(include total<br/>contract value,<br/>inclusive of changes)</b> |  |
|                                            |                                |                                                                   |                                                            |                                                                                                              |  |
|                                            |                                |                                                                   |                                                            |                                                                                                              |  |
|                                            |                                |                                                                   |                                                            |                                                                                                              |  |
|                                            |                                |                                                                   |                                                            |                                                                                                              |  |
|                                            |                                |                                                                   |                                                            |                                                                                                              |  |

THIS FORM MAY BE DUPLICATED IF NEEDED FOR LISTING ADDITIONAL PROJECTS

**PROPOSAL REQUIREMENTS**  
**TAB 5: EXPERIENCE & PAST PERFORMANCE SECTION**

**FORM TF-3: LIST OF ALL CURRENT BUS PROJECTS (BACKLOG)**

Note: Proposer should list awarded contracts only.

|                                            |                                |                                                         |                          |                                                                                |                          |
|--------------------------------------------|--------------------------------|---------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------|--------------------------|
| <b>FIRM</b><br><b>(Name &amp; Address)</b> |                                | <b>PRINCIPAL CONTACT</b><br><b>(Name &amp; Address)</b> |                          | <b>LOCATION AT WHICH WORK WILL BE</b><br><b>PERFORMED (Name &amp; Address)</b> |                          |
| <b>Project Name</b>                        | <b>Firm's Responsibilities</b> | <b>Owner/Agency Name</b>                                | <b>Address/Telephone</b> | <b>Estimated</b>                                                               | <b>Estimated Cost of</b> |
| <b>Location</b>                            |                                | <b>Contact Person</b>                                   |                          | <b>Completion Date</b>                                                         | <b>Work Performed</b>    |
|                                            |                                |                                                         |                          | <b>Per Contract (C)</b>                                                        |                          |
|                                            |                                |                                                         |                          |                                                                                |                          |
|                                            |                                |                                                         |                          |                                                                                |                          |
|                                            |                                |                                                         |                          |                                                                                |                          |
|                                            |                                |                                                         |                          |                                                                                |                          |
|                                            |                                |                                                         |                          |                                                                                |                          |

THIS FORM MAY BE DUPLICATED IF NEEDED FOR LISTING ADDITIONAL PROJECTS

**PROPOSAL REQUIREMENTS**  
**TAB 6: LIST OF EXCEPTIONS OR DEVIATIONS**

**FORM TF-4 – PROPOSAL EXCEPTION / DEVIATION**

**PROPOSER:** \_\_\_\_\_

**EXCEPTION / DEVIATION #:** \_\_\_\_\_

**PROPOSAL TAB/SECTION REFERENCE #:** \_\_\_\_\_

**RFP SECTION #:** \_\_\_\_\_

**RFP PAGE #:** \_\_\_\_\_

**Complete Description of Proposed Exception / Deviation**

**Rationale (Pros & Cons) of Proposed Exception / Deviation**

DUPLICATE THIS FORM FOR LISTING EACH PROPOSED EXCEPTION / DEVIATION.  
PLACE ONE COPY WITHOUT ANY PRICE/COST INFORMATION IN THE TECHNICAL PROPOSAL TAB 7.  
PLACE A SEPARATE COPY WITH ANY PRICE/COST INFORMATION IN THE PRICE PROPOSAL (VOLUME 2).



## PROPOSAL REQUIREMENTS

### FORM TF-5 – PROPOSER REFERENCE CHECK WORKSHEET

PROPOSER: \_\_\_\_\_

|    |                                                                                                                                                                                                |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | What vehicle and/or equipment did the proposer provide for you? Did it meet the performance requirements?                                                                                      |
| 2. | What was the contract amount and was the work completed within the budget? How many contract changes were made and what was the cost? Who initiated the change?                                |
| 3. | Did you encounter any serious problems after the work was completed? If, so what were the nature of the problems, and what was done to fix them? How responsive was the proposer/supplier?     |
| 4. | Was the work completed on time and within the given schedule? If not, what were the reasons for the delays and was any time extension or compensation awarded for these delays?                |
| 5. | Did the proposer commit the necessary resources for the duration of the project or only in a crisis situation? How would you rate the project management team performance during your program? |

|                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>6. Did you have easy access to the company top management or president if required to resolve a problem?</b></p>                                                                         |
| <p><b>7. Did any serious warranty issues surface after vehicle acceptance? If so, what were the problems, what was done to resolve them, and how responsive was the proposer?</b></p>          |
| <p><b>8. How easy or difficult is it to get spare parts from this proposer? Did the proposer have spare parts readily available to make timely repairs including long lead time parts?</b></p> |
| <p><b>9. Were the training and manuals adequate and delivered to schedule?</b></p>                                                                                                             |
| <p><b>10. Would you hire this firm again for similar equipment?</b></p>                                                                                                                        |
| <p><b>11. What would you do differently when working with this firm again?</b></p>                                                                                                             |



**PROPOSAL REQUIREMENTS  
TAB 8: LIFE CYCLE COSTS**

**FORM TF- 6 – LIFE CYCLE COSTING - TECHNICAL INFORMATION**

**PROPOSER:** \_\_\_\_\_

☐ **GROUP A – 40' CNG**  
☐ **GROUP C – 40' ZE**

☐ **GROUP B – 60' CNG**  
☐ **GROUP D – 60' ZE**

(Submit 1 per line item proposed)

|                                    |  |                                |
|------------------------------------|--|--------------------------------|
| Bus Proposer                       |  |                                |
| Bus Manufacturer                   |  |                                |
| Bus Model Number                   |  |                                |
| Production Location                |  |                                |
| Warehouse/s and Service Locations  |  |                                |
| Altoona Test Life (years/miles)    |  |                                |
| Altoona Test Date                  |  |                                |
| BTI Report #                       |  |                                |
| Number of Class 1 Failures         |  |                                |
| Number of Class 2 Failures         |  |                                |
| Number of Class 3 Failures         |  |                                |
| Proposed Delivery Schedule         |  |                                |
|                                    |  |                                |
| Overall Length (including bumpers) |  |                                |
| Overall Width (excluding mirrors)  |  |                                |
| Overall Exterior Height            |  |                                |
| Interior Height (center of aisle)  |  |                                |
| Doorway Opening                    |  |                                |
| Ambulatory                         |  | Width ___ in. / Height ___ in. |
| Wheelchair                         |  | Width ___ in. / Height ___ in. |
| Wheel base                         |  |                                |
| Body frame                         |  |                                |
| Floor thickness                    |  |                                |
| Construction Type/Materials        |  |                                |
| Subframe                           |  |                                |
| Exterior panels                    |  |                                |
| Interior panels                    |  |                                |
| Insulation                         |  |                                |
| Overall wall thickness             |  |                                |
| Chassis Manufacturer               |  |                                |
| Certified Weight of Bus - Total    |  |                                |
| On Front Axle                      |  |                                |

|                                           |  |  |
|-------------------------------------------|--|--|
| On Rear Axle                              |  |  |
| Engine Manufacturer                       |  |  |
| Type                                      |  |  |
| Model                                     |  |  |
| Net S.A.E. Horsepower                     |  |  |
| Net S.A.E. Torque                         |  |  |
| Transmission Manufacturer                 |  |  |
| Type                                      |  |  |
| Model                                     |  |  |
| Speeds                                    |  |  |
| Cooler                                    |  |  |
| Alternator Manufacturer                   |  |  |
| Model                                     |  |  |
| Output (amps)                             |  |  |
| Starter Motor Manufacturer                |  |  |
| Model                                     |  |  |
| Air Compressor Manufacturer (if equipped) |  |  |
| Model                                     |  |  |
| Capacity                                  |  |  |
| Gross Vehicle Weight Rating (GVWR)        |  |  |
| Axle, Front Manufacturer                  |  |  |
| Type                                      |  |  |
| Model                                     |  |  |
| Gross Axle Weight Rating (lbs)            |  |  |
| Axle, Rear Manufacturer                   |  |  |
| Type                                      |  |  |
| Model                                     |  |  |
| Gross Axle Weight Rating (lbs)            |  |  |
| Differential Ratio                        |  |  |
| Power Steering Pump Manufacturer          |  |  |
| Model                                     |  |  |
| Brakes - Manufacturer                     |  |  |
| Front - Type                              |  |  |
| Diameter                                  |  |  |
| Rear - Type                               |  |  |
| Diameter                                  |  |  |
| Radiator Manufacturer                     |  |  |
| Type                                      |  |  |

|                                                            |  |  |
|------------------------------------------------------------|--|--|
| Model                                                      |  |  |
| Total System Capacity (Excluding auxiliary heating system) |  |  |
| Radiator Fan Speed Control Type                            |  |  |
| Surge Tank Capacity                                        |  |  |
| Engine Thermostat Temperature Setting                      |  |  |
| Overheat Alarm Temperature Setting                         |  |  |
| Heating System Capacity                                    |  |  |
| Heating Cores – Manufacturer                               |  |  |
| Number of cores                                            |  |  |
| Air Conditioning - Manufacturer                            |  |  |
| Model                                                      |  |  |
| Capacity (BTUs) Base                                       |  |  |
| Fuel Tank Capacity (gallons)                               |  |  |
| Tires - Manufacturer                                       |  |  |
| Size                                                       |  |  |
| Type                                                       |  |  |
| Load Range                                                 |  |  |
| Batteries                                                  |  |  |
| Main – Manufacturer                                        |  |  |
| Type, Size                                                 |  |  |
| Capacity (CCA at 0 degrees F)                              |  |  |
| Accessory - Manufacturer                                   |  |  |
| Type, Size                                                 |  |  |
| Capacity (CCA at 0 degrees F)                              |  |  |
| Seat Belts - Manufacturer                                  |  |  |
| Type                                                       |  |  |
| Passenger Seats - Manufacturer                             |  |  |
| Type                                                       |  |  |
| Minimum knee-to-hip space                                  |  |  |
| Driver's Seat - Manufacturer                               |  |  |
| Model                                                      |  |  |
| Interlock - Manufacturer                                   |  |  |
| Model                                                      |  |  |
| Backup Alarm (db)                                          |  |  |
| Roof Marker Lights - Manufacturer-Type                     |  |  |
| Interior Lighting - Type                                   |  |  |
| Number of Fixtures                                         |  |  |

|                                                 |  |  |
|-------------------------------------------------|--|--|
| Identification Lights - Manufacturer-Type       |  |  |
| Undercoating Brand                              |  |  |
| Entry Door Brand/Model #                        |  |  |
| Power Mirrors/Brand/Model#                      |  |  |
| Control                                         |  |  |
| Clear Aisle Width                               |  |  |
| First Step Height (bottom step tread to ground) |  |  |
| Chassis Stretch? Y/N, Please Detail             |  |  |
| Flooring Adhesive Brand                         |  |  |

**PROPOSAL REQUIREMENTS  
TAB 8: LIFE CYCLE COSTS**

**FORM TF- 7 – LIFE CYCLE COSTING - LIFE EXPECTANCY AND  
WARRANTY**

**GROUPS A AND B – 40’/ 60’ CNG**

**PROPOSER:** \_\_\_\_\_

☐ **GROUP A – 40’ CNG**

☐ **GROUP B – 60’ CNG**

|    | Component Description | Component Cost | Life Expectancy (Miles) | Life Expectancy (Months) | OEM Proposed Warranty (Miles) | OEM Proposed Warranty (Months) | Life Cycle Amortized Cost |
|----|-----------------------|----------------|-------------------------|--------------------------|-------------------------------|--------------------------------|---------------------------|
| 1  | PPA                   |                |                         |                          |                               |                                |                           |
| 2  | Engine                |                |                         |                          |                               |                                |                           |
| 3  | Transmission          |                |                         |                          |                               |                                |                           |
| 4  | Cooling System        |                |                         |                          |                               |                                |                           |
| 5  | Fuel System           |                |                         |                          |                               |                                |                           |
| 6  |                       |                |                         |                          |                               |                                |                           |
| 7  |                       |                |                         |                          |                               |                                |                           |
| 8  | Axle                  |                |                         |                          |                               |                                |                           |
| 9  | Steering              |                |                         |                          |                               |                                |                           |
| 10 | Exhaust System        |                |                         |                          |                               |                                |                           |
| 11 | Low voltage Batteries |                |                         |                          |                               |                                |                           |



**PROPOSAL REQUIREMENTS  
TAB 8: LIFE CYCLE COSTS**

**FORM TF- 7 – LIFE CYCLE COSTING  
LIFE EXPECTANCY AND WARRANTY**

**GROUPS C AND D – 40’/ 60’ ZERO EMISSION**

**PROPOSER:** \_\_\_\_\_

☐ **GROUP C – 40’ ZE**

☐ **GROUP D – 60’ ZE**

|    | Component Description  | Component Cost | Life Expectancy (Miles) | Life Expectancy (Months) | OEM Proposed Warranty (Miles) | OEM Proposed Warranty (Months) | Life Cycle Amortized Cost |
|----|------------------------|----------------|-------------------------|--------------------------|-------------------------------|--------------------------------|---------------------------|
| 1  | PPU                    |                |                         |                          |                               |                                |                           |
| 2  | Traction Motor         |                |                         |                          |                               |                                |                           |
| 3  | Inverter               |                |                         |                          |                               |                                |                           |
| 4  | Cooling System         |                |                         |                          |                               |                                |                           |
| 5  | High voltage Batteries |                |                         |                          |                               |                                |                           |
| 6  | Transmission           |                |                         |                          |                               |                                |                           |
| 7  | Gear Unit              |                |                         |                          |                               |                                |                           |
| 8  | Axle                   |                |                         |                          |                               |                                |                           |
| 9  | Steering               |                |                         |                          |                               |                                |                           |
| 10 |                        |                |                         |                          |                               |                                |                           |
| 11 | Low voltage Batteries  |                |                         |                          |                               |                                |                           |

**LIFE CYCLE COSTS (LCC) FORMS**

**GROUP A - 40' CNG BUSES**  
**FORM LCC-A LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|                               |       |                                                |                                             |                                              | CNG BUS                 | BASE BUY 40 FT. CNG BUS   |                            | BASE BUY 40 FT. CNG BUS     |                              | PTION BUY 40 FT. CNG BUS   |                             | PTION BUY 40 FT. CNG BUS    |                              |                                            |  |
|-------------------------------|-------|------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------------------------|--|
|                               |       |                                                |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 295 Buses           |                              | LCC for 95 Buses           |                             | LCC for 205 Buses           |                              |                                            |  |
| No.                           | UNIT  | DESCRIPTION                                    | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | UNIT PRICE<br>for 205 Buses | TOTAL PRICE<br>for 205 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |  |
| CAPITAL COST FACTORS          |       |                                                |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 1                             | Each  | Vehicle Purchase Price (Base)                  | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 2                             | Each  | Delivery and Taxes                             |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| a.                            |       | Delivery Charges                               | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| b.                            |       | State & Local Taxes (0.75%)                    | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| c.                            |       | Vehicle License Fee                            | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| d.                            |       | Vehicle Registration                           | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| e.                            |       | Fed Excise Tax - on Tires                      | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
|                               |       | TOTAL                                          |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 3                             | Set   | Spare Parts                                    |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| a.                            |       | CNG: 1 Bus and Base Buy 5 Buses                | 1 Set                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| b.                            |       | CNG: Base Buy 295 Buses                        | 40 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| c.                            |       | CNG: Option Buy up to 95 Buses                 | 12 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| d.                            |       | CNG: Option Buy up to 205 Buses                | 28 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 4                             | Set   | Diagnostic Equipment                           |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| a.                            |       | CNG: 1 Bus and Base Buy 5 Buses                | 1 Set                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| b.                            |       | CNG: Base Buy 295 Buses                        | 40 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| c.                            |       | CNG: Option Buy up to 95 Buses                 | 12 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| d.                            |       | CNG: Option Buy up to 205 Buses                | 28 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 5                             | Set   | Special Tools                                  |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| a.                            |       | CNG: 1 Bus and Base Buy 5 Buses                | 1 Set                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| b.                            |       | CNG: Base Buy 295 Buses                        | 40 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| c.                            |       | CNG: Option Buy up to 95 Buses                 | 12 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| d.                            |       | CNG: Option Buy up to 205 Buses                | 28 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 6                             | Hours | Training                                       |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| a.                            |       | CNG: 1 Bus and Base Buy 5 Buses                | 1,000                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| b.                            |       | CNG: Base Buy 295 Buses                        | 1,000                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| c.                            |       | CNG: Option Buy up to 95 Buses                 | 500                                         |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| d.                            |       | CNG: Option Buy up to 205 Buses                | 500                                         |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 7                             | Each  | User Publications / Manuals                    |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| a.                            |       | CNG: 1 Bus and Base Buy 5 Buses                | 10                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| b.                            |       | CNG: Base Buy 295 Buses                        | 30                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| c.                            |       | CNG: Option Buy up to 95 Buses                 | 10                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| d.                            |       | CNG: Option Buy up to 205 Buses                | 20                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| OTHER OWNERSHIP COSTS FACTORS |       |                                                |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| 8                             | Set   | CNG Fueling Equipment                          | 0                                           |                                              | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |  |
| 9                             | Set   | CNG Fueling Support Equipment & Infrastructure |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |
| a.                            |       | Time to charge (25% to 100%)                   |                                             | 0                                            | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |  |



**GROUP A - 40' CNG BUSES**  
**FORM LCC-A LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|                                   |              |                                                                                                          |                                             |                                              | CNG BUS                 |                           | BASE BUY 40 FT. CNG BUS    |                             | BASE BUY 40 FT. CNG BUS      |                            | PTION BUY 40 FT. CNG BUS    |                             | PTION BUY 40 FT. CNG BUS     |                                            |  |  |
|-----------------------------------|--------------|----------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------------------------|--|--|
|                                   |              |                                                                                                          |                                             |                                              | LCC for 1 Bus           |                           | LCC for 5 Buses            |                             | LCC for 295 Buses            |                            | LCC for 95 Buses            |                             | LCC for 205 Buses            |                                            |  |  |
| No.                               | UNIT         | DESCRIPTION                                                                                              | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | UNIT PRICE<br>for 205 Buses | TOTAL PRICE<br>for 205 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |  |  |
| b.                                |              | Time to charge (50% to 100%)                                                                             |                                             | 0                                            | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |  |  |
| c.                                |              | Time to charge (75% to 100%)                                                                             |                                             | 0                                            | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |  |  |
| 10                                | Set          | CNG De-Fueling Equipment                                                                                 |                                             | 0                                            | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |  |  |
| 11                                | Set          | CNG De-Fueling Support Equipment & Infrastructure                                                        |                                             | 0                                            | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |  |  |
| 12                                | Each         | Replacement PPA (See Note 1 below)                                                                       |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| a.                                |              | CNG: 1 Bus and Base Buy 5 Buses                                                                          |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| b.                                |              | CNG: Base Buy 205 Buses                                                                                  |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| c.                                |              | CNG: Option Buy up to 95 Buses                                                                           |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| d.                                |              | CNG: Option Buy up to 205 Buses                                                                          |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| OPERATING LIFE CYCLE COST FACTORS |              |                                                                                                          |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| 13                                | Mile         | Fuel per Mile                                                                                            |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| a.                                | Therm / Mile | CNG: 1 Bus and Base Buy 5 Buses                                                                          |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| b.                                | Therm / Mile | CNG: Base Buy 205 Buses                                                                                  |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| c.                                | Therm / Mile | CNG: Option Buy up to 95 Buses                                                                           |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| d.                                | Therm / Mile | CNG: Option Buy up to 205 Buses                                                                          |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| 14                                | Mile         | Range on full tank of CNG                                                                                |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| a.                                |              | CNG: 1 Bus and Base Buy 5 Buses                                                                          | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| b.                                |              | CNG: Base Buy 295 Buses                                                                                  | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| c.                                |              | CNG: Option Buy up to 95 Buses                                                                           | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| d.                                |              | CNG: Option Buy up to 205 Buses                                                                          | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| 15                                | Mile         | Range on full tank of CNG                                                                                |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| a.                                |              | CNG: 1 Bus and Base Buy 5 Buses                                                                          | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| b.                                |              | CNG: Base Buy 295 Buses                                                                                  | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| c.                                |              | CNG: Option Buy up to 95 Buses                                                                           | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| d.                                |              | CNG: Option Buy up to 205 Buses                                                                          | \$0.55/Therm                                |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| 16                                | Sq. Ft.      | Operational Model Changes - Enroute additional bus Parking space needed for peak hour readiness charging |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| a.                                |              | CNG: 1 Bus and Base Buy 5 Buses                                                                          | 0                                           |                                              | 0                       | 0                         | 0                          |                             |                              |                            |                             |                             |                              |                                            |  |  |
| b.                                |              | CNG: Base Buy 295 Buses                                                                                  | 0                                           |                                              |                         |                           |                            | 0                           | 0                            |                            |                             |                             |                              |                                            |  |  |
| c.                                |              | CNG: Option Buy up to 95 Buses                                                                           | 0                                           |                                              |                         |                           |                            |                             |                              | 0                          | 0                           |                             |                              |                                            |  |  |
| d.                                |              | CNG: Option Buy up to 205 Buses                                                                          | 0                                           |                                              |                         |                           |                            |                             |                              |                            |                             | 0                           | 0                            |                                            |  |  |
| 17                                | Sq. Ft.      | Operational Model Changes - Additional space needed for locating Tanks at a Division                     |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                             |                              |                                            |  |  |
| a.                                |              | CNG: 1 Bus and Base Buy 5 Buses                                                                          |                                             | 0                                            | 0                       | 0                         | 0                          |                             |                              |                            |                             |                             |                              |                                            |  |  |



**GROUP A - 40' CNG BUSES**  
**FORM LCC-A LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

| No.                                           | UNIT | DESCRIPTION                                 | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | CNG BUS                 |   | BASE BUY 40 FT. CNG BUS   |                            | BASE BUY 40 FT. CNG BUS     |                              | PTION BUY 40 FT. CNG BUS   |                             | PTION BUY 40 FT. CNG BUS    |                              | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
|-----------------------------------------------|------|---------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---|---------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------------------------|
|                                               |      |                                             |                                             |                                              | LCC for 1 Bus           |   | LCC for 5 Buses           |                            | LCC for 295 Buses           |                              | LCC for 95 Buses           |                             | LCC for 205 Buses           |                              |                                            |
|                                               |      |                                             |                                             |                                              | UNIT PRICE<br>for 1 Bus |   | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | UNIT PRICE<br>for 205 Buses | TOTAL PRICE<br>for 205 Buses |                                            |
| b.                                            |      | CNG: Base Buy 295 Buses                     |                                             | 0                                            |                         |   |                           |                            | 0                           | 0                            |                            |                             |                             |                              |                                            |
| c.                                            |      | CNG: Option Buy up to 95 Buses              |                                             | 0                                            |                         |   |                           |                            |                             |                              | 0                          | 0                           |                             |                              |                                            |
| d.                                            |      | CNG: Option Buy up to 205 Buses             |                                             | 0                                            |                         |   |                           |                            |                             |                              |                            |                             | 0                           | 0                            |                                            |
| 18                                            | Each | Operational Model Changes - number of tanks |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                            |      | CNG: 1 Bus and Base Buy 5 Buses             |                                             | 0                                            | 0                       | 0 | 0                         | 0                          |                             |                              |                            |                             |                             |                              |                                            |
| b.                                            |      | CNG: Base Buy 295 Buses                     |                                             | 0                                            |                         |   |                           |                            | 0                           | 0                            |                            |                             |                             |                              |                                            |
| c.                                            |      | CNG: Option Buy up to 95 Buses              |                                             | 0                                            |                         |   |                           |                            |                             |                              | 0                          | 0                           |                             |                              |                                            |
| d.                                            |      | CNG: Option Buy up to 205 Buses             |                                             | 0                                            |                         |   |                           |                            |                             |                              |                            |                             | 0                           | 0                            |                                            |
| 19                                            | Each | Operational Model Changes - number of tanks |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                            |      | CNG: 1 Bus and Base Buy 5 Buses             |                                             | 0                                            | 0                       | 0 | 0                         | 0                          |                             |                              |                            |                             |                             |                              |                                            |
| b.                                            |      | CNG: Base Buy 295 Buses                     |                                             | 0                                            |                         |   |                           |                            | 0                           | 0                            |                            |                             |                             |                              |                                            |
| c.                                            |      | CNG: Option Buy up to 95 Buses              |                                             | 0                                            |                         |   |                           |                            |                             |                              | 0                          | 0                           |                             |                              |                                            |
| d.                                            |      | CNG: Option Buy up to 205 Buses             |                                             | 0                                            |                         |   |                           |                            |                             |                              |                            |                             | 0                           | 0                            |                                            |
| SCHEDULED MAINTENANCE LIFE CYCLE COST FACTORS |      |                                             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 20                                            | Mile | Cost per life expectancy rebuild of PPA     |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                            |      | ENGINE                                      |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 2                                             |      | CNG: Base Buy 295 Buses                     |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 3                                             |      | CNG: Option Buy up to 95 Buses              |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 4                                             |      | CNG: Option Buy up to 205 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| b.                                            |      | Transmission                                |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 2                                             |      | CNG: Base Buy 295 Buses                     |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 3                                             |      | CNG: Option Buy up to 95 Buses              |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 4                                             |      | CNG: Option Buy up to 205 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| c.                                            |      | Cooling System                              |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 2                                             |      | CNG: Base Buy 295 Buses                     |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 3                                             |      | CNG: Option Buy up to 95 Buses              |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 4                                             |      | CNG: Option Buy up to 205 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| d.                                            |      | Fuel System                                 |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 2                                             |      | CNG: Base Buy 295 Buses                     |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 3                                             |      | CNG: Option Buy up to 95 Buses              |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 4                                             |      | CNG: Option Buy up to 205 Buses             |                                             |                                              |                         |   |                           |                            |                             |                              |                            |                             |                             |                              |                                            |

**GROUP A - 40' CNG BUSES**  
**FORM LCC-A LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

| No.                      | UNIT        | DESCRIPTION                                                           | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | CNG BUS       | BASE BUY 40 FT. CNG BUS |             | BASE BUY 40 FT. CNG BUS |               | OPTION BUY 40 FT. CNG BUS |              | OPTION BUY 40 FT. CNG BUS |               | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
|--------------------------|-------------|-----------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|---------------|-------------------------|-------------|-------------------------|---------------|---------------------------|--------------|---------------------------|---------------|--------------------------------------------|
|                          |             |                                                                       |                                             |                                              | LCC for 1 Bus | UNIT PRICE              | TOTAL PRICE | UNIT PRICE              | TOTAL PRICE   | UNIT PRICE                | TOTAL PRICE  | UNIT PRICE                | TOTAL PRICE   |                                            |
|                          |             |                                                                       |                                             |                                              |               | for 1 Bus               | for 5 Buses | for 295 Buses           | for 295 Buses | for 95 Buses              | for 95 Buses | for 205 Buses             | for 205 Buses |                                            |
| 21                       | Each        | Bus on-board fuel System Maintenance cost per year (See Note 3 below) |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| a.                       |             | CNG: 1 Bus and Base Buy 5 Buses                                       |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| b.                       |             | CNG: Base Buy 295 Buses                                               |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| c.                       |             | CNG: Option Buy up to 95 Buses                                        |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| d.                       |             | CNG: Option Buy up to 205 Buses                                       |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| 22                       | Mile & Year | Fuel Tank Life Expectancy (miles and Years) (See Note 3 below)        |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| a.                       |             | CNG: 1 Bus and Base Buy 5 Buses                                       |                                             | 0                                            | 0             | 0                       | 0           |                         |               |                           |              |                           |               |                                            |
| b.                       |             | CNG: Base Buy 295 Buses                                               |                                             | 0                                            |               |                         |             | 0                       | 0             |                           |              |                           |               |                                            |
| c.                       |             | CNG: Option Buy up to 95 Buses                                        |                                             | 0                                            |               |                         |             |                         |               | 0                         | 0            |                           |               |                                            |
| d.                       |             | CNG: Option Buy up to 205 Buses                                       |                                             | 0                                            |               |                         |             |                         |               |                           |              | 0                         | 0             |                                            |
| 23                       | Cost / Bus  | Fuel tank Cost per tank (See Note 3 below)                            |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| a.                       |             | CNG: 1 Bus and Base Buy 5 Buses                                       |                                             | 0                                            | 0             | 0                       | 0           |                         |               |                           |              |                           |               |                                            |
| b.                       |             | CNG: Base Buy 295 Buses                                               |                                             | 0                                            |               |                         |             | 0                       | 0             |                           |              |                           |               |                                            |
| c.                       |             | CNG: Option Buy up to 95 Buses                                        |                                             | 0                                            |               |                         |             |                         |               | 0                         | 0            |                           |               |                                            |
| d.                       |             | CNG: Option Buy up to 205 Buses                                       |                                             | 0                                            |               |                         |             |                         |               |                           |              | 0                         | 0             |                                            |
| 24                       | Each        | Fuel Station maintenance Cost per Year (See Note 3 below)             |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| a.                       |             | CNG: 1 Bus and Base Buy 5 Buses                                       | \$4,730                                     |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| b.                       |             | CNG: Base Buy 295 Buses                                               | \$4,730                                     |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| c.                       |             | CNG: Option Buy up to 95 Buses                                        | \$4,730                                     |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| d.                       |             | CNG: Option Buy up to 205 Buses                                       | \$4,730                                     |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| 25                       | Hours       | Annual Scheduled Maintenance Labor Cost (See Notes 3 and 5 below)     |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| 26                       | Year        | Mid Life Costs – Annualized (See Note 3 below)                        |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| 27                       | Lump Sum    | Specialty Equipment / Maintenance / Labor Cost (See Note 3 below)     |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| 28                       | Hours       | Annual Labor Cost for Bus Wash (Alternate Day) (See Note 5 below)     |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| 29                       | Hours       | Annual Labor Cost for Bus Fueling (Daily) (See Note 5 below)          |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| <b>END OF LIFE COSTS</b> |             |                                                                       |                                             |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |
| 30                       | Each        | Bus Disposal                                                          | 1                                           |                                              |               |                         |             |                         |               |                           |              |                           |               |                                            |

Total Proposed Life Cycle Cost for Base Buy 5 40-ft. CNG Buses (sum of Items "1" through "30") \$0

to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_



**GROUP A - 40' CNG BUSES**  
**FORM LCC-A LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|     |      |             |                                             |                                              | CNG BUS                 | BASE BUY 40 FT. CNG BUS   |                            | BASE BUY 40 FT. CNG BUS     |                              | PTION BUY 40 FT. CNG BUS   |                             | PTION BUY 40 FT. CNG BUS    |                              |                                            |
|-----|------|-------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------------------------|
|     |      |             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 295 Buses           |                              | LCC for 95 Buses           |                             | LCC for 205 Buses           |                              |                                            |
| No. | UNIT | DESCRIPTION | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | UNIT PRICE<br>for 205 Buses | TOTAL PRICE<br>for 205 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |

Total Proposed Life Cycle Cost for Base Buy 295 40-ft. CNG Buses (sum of Items "1" through "30") \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

Total Proposed Life Cycle Cost for Option Buy 95 40-ft. CNG Buses (sum of Items "1" through "30") \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

Total Proposed Life Cycle Cost for Option Buy 205 40-ft. CNG Buses (sum of Items "1" through "30") \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

**NOTES** 1. Assume PPA to include engine, transmission, cooling system, fuel system  
2. Intentionally left blank  
3. Provide three (3) client references  
4. Intentionally left blank  
5. Assume Metro standard rate of \$53.00 / hour

**GROUP B - 60' CNG BUSES**  
**FORM LCC-B LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

| No.                                  | UNIT  | DESCRIPTION                                    | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | CNG BUS                 | BASE BUY 60 FT. CNG BUS   | BASE BUY 60 FT. CNG BUS    | OPTION BUY 60 FT. CNG BUS   | OPTION BUY 60 FT. CNG BUS    | OPTION BUY 60 FT. CNG BUS  | OPTION BUY 60 FT. CNG BUS   | DETAILED SUPPORTING DESCRIPTION / COMMENTS |                             |                              |
|--------------------------------------|-------|------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|--------------------------------------------|-----------------------------|------------------------------|
|                                      |       |                                                |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses            |                              | LCC for 95 Buses           |                             |                                            | LCC for 205 Buses           |                              |
|                                      |       |                                                |                                             |                                              | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses |                                            | UNIT PRICE<br>for 205 Buses | TOTAL PRICE<br>for 205 Buses |
| <b>CAPITAL COST FACTORS</b>          |       |                                                |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 1                                    | Each  | Vehicle Purchase Price (Base)                  | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 2                                    | Each  | Delivery and Taxes                             |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| a.                                   |       | Delivery Charges                               | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| b.                                   |       | State & Local Taxes (9.75%)                    | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| c.                                   |       | Vehicle License Fee                            | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| d.                                   |       | Vehicle Registration                           | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| e.                                   |       | Fed Excise Tax - on Tires                      | 1                                           |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
|                                      |       | TOTAL                                          |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 3                                    | Set   | Spare Parts                                    |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| a.                                   |       | CNG: 1 Bus and Base Buy 5 Buses                | 1 Set                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| b.                                   |       | CNG: Base Buy 295 Buses                        | 40 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| c.                                   |       | CNG: Option Buy up to 95 Buses                 | 12 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| d.                                   |       | CNG: Option Buy up to 205 Buses                | 28 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 4                                    | Set   | Diagnostic Equipment                           |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| a.                                   |       | CNG: 1 Bus and Base Buy 5 Buses                | 1 Set                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| b.                                   |       | CNG: Base Buy 295 Buses                        | 40 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| c.                                   |       | CNG: Option Buy up to 95 Buses                 | 12 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| d.                                   |       | CNG: Option Buy up to 205 Buses                | 28 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 5                                    | Set   | Special Tools                                  |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| a.                                   |       | CNG: 1 Bus and Base Buy 5 Buses                | 1 Set                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| b.                                   |       | CNG: Base Buy 295 Buses                        | 40 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| c.                                   |       | CNG: Option Buy up to 95 Buses                 | 12 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| d.                                   |       | CNG: Option Buy up to 205 Buses                | 28 Sets                                     |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 6                                    | Hours | Training                                       |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| a.                                   |       | CNG: 1 Bus and Base Buy 5 Buses                | 1,000                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| b.                                   |       | CNG: Base Buy 295 Buses                        | 1,000                                       |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| c.                                   |       | CNG: Option Buy up to 95 Buses                 | 500                                         |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| d.                                   |       | CNG: Option Buy up to 205 Buses                | 500                                         |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 7                                    | Each  | User Publications / Manuals                    |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| a.                                   |       | CNG: 1 Bus and Base Buy 5 Buses                | 10                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| b.                                   |       | CNG: Base Buy 295 Buses                        | 30                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| c.                                   |       | CNG: Option Buy up to 95 Buses                 | 10                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| d.                                   |       | CNG: Option Buy up to 205 Buses                | 20                                          |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| <b>OTHER OWNERSHIP COSTS FACTORS</b> |       |                                                |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| 8                                    | Set   | CNG Fueling Equipment                          | 0                                           |                                              | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           |                                            |                             |                              |
| 9                                    | Set   | CNG Fueling Support Equipment & Infrastructure |                                             |                                              |                         |                           |                            |                             |                              |                            |                             |                                            |                             |                              |
| a.                                   |       | Time to charge (25% to 100%)                   | 0                                           |                                              | 0                       | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           |                                            |                             |                              |



**GROUP B - 60' CNG BUSES**  
**FORM LCC-B LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

| No.                               | UNIT            | DESCRIPTION                                                                                                       | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | CNG BUS                 |  | BASE BUY 60 FT. CNG BUS   |                            | BASE BUY 60 FT. CNG BUS     |                              | PTION BUY 60 FT. CNG BUS   |                             | PTION BUY 60 FT. CNG BUS    |                              | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
|-----------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|--|---------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------------------------|
|                                   |                 |                                                                                                                   |                                             |                                              | LCC for 1 Bus           |  | LCC for 5 Buses           |                            | LCC for 95 Buses            |                              | LCC for 95 Buses           |                             | LCC for 205 Buses           |                              |                                            |
|                                   |                 |                                                                                                                   |                                             |                                              | UNIT PRICE<br>for 1 Bus |  | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | UNIT PRICE<br>for 205 Buses | TOTAL PRICE<br>for 205 Buses |                                            |
| b.                                |                 | Time to charge (50% to 100%)                                                                                      |                                             | 0                                            | 0                       |  | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |
| c.                                |                 | Time to charge (75% to 100%)                                                                                      |                                             | 0                                            | 0                       |  | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |
| 10                                | Set             | CNG De-Fueling Equipment                                                                                          |                                             | 0                                            | 0                       |  | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |
| 11                                | Set             | CNG De-Fueling Support<br>Equipment & Infrastructure                                                              |                                             | 0                                            | 0                       |  | 0                         | 0                          | 0                           | 0                            | 0                          | 0                           | 0                           | 0                            |                                            |
| 12                                | Each            | Replacement PPA (See Note 1<br>below)                                                                             |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                |                 | CNG: 1 Bus and Base Buy 5 Buses                                                                                   |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| b.                                |                 | CNG: Base Buy 295 Buses                                                                                           |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| c.                                |                 | CNG: Option Buy up to 95 Buses                                                                                    |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| d.                                |                 | CNG: Option Buy up to 205 Buses                                                                                   |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| OPERATING LIFE CYCLE COST FACTORS |                 |                                                                                                                   |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 13                                | Mile            | Fuel per Mile                                                                                                     |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                | Therm<br>/ Mile | CNG: 1 Bus and Base Buy 5 Buses                                                                                   |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| b.                                | Therm<br>/ Mile | CNG: Base Buy 295 Buses                                                                                           |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| c.                                | Therm<br>/ Mile | CNG: Option Buy up to 95 Buses                                                                                    |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| d.                                | Therm<br>/ Mile | CNG: Option Buy up to 205 Buses                                                                                   |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 14                                | Mile            | Range on full tank of CNG                                                                                         |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                |                 | CNG: 1 Bus and Base Buy 5 Buses \$0.55/Therm                                                                      |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| b.                                |                 | CNG: Base Buy 295 Buses \$0.55/Therm                                                                              |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| c.                                |                 | CNG: Option Buy up to 95 Buses \$0.55/Therm                                                                       |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| d.                                |                 | CNG: Option Buy up to 205 Buses \$0.55/Therm                                                                      |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 15                                | Mile            | Range on full tank of CNG                                                                                         |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                |                 | CNG: 1 Bus and Base Buy 5 Buses \$0.55/Therm                                                                      |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| b.                                |                 | CNG: Base Buy 295 Buses \$0.55/Therm                                                                              |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| c.                                |                 | CNG: Option Buy up to 95 Buses \$0.55/Therm                                                                       |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| d.                                |                 | CNG: Option Buy up to 205 Buses \$0.55/Therm                                                                      |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| 16                                | Sq. Ft.         | Operational Model Changes -<br>Enroute additional bus Parking<br>space needed for peak hour<br>readiness charging |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                |                 | CNG: 1 Bus and Base Buy 5 Buses 0                                                                                 |                                             |                                              | 0                       |  | 0                         | 0                          |                             |                              |                            |                             |                             |                              |                                            |
| b.                                |                 | CNG: Base Buy 295 Buses 0                                                                                         |                                             |                                              |                         |  |                           |                            | 0                           | 0                            |                            |                             |                             |                              |                                            |
| c.                                |                 | CNG: Option Buy up to 95 Buses 0                                                                                  |                                             |                                              |                         |  |                           |                            |                             |                              | 0                          | 0                           |                             |                              |                                            |
| d.                                |                 | CNG: Option Buy up to 205 Buses 0                                                                                 |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             | 0                           | 0                            |                                            |
| 17                                | Sq. Ft.         | Operational Model Changes -<br>Additional space needed for<br>locating Tanks at a Division                        |                                             |                                              |                         |  |                           |                            |                             |                              |                            |                             |                             |                              |                                            |
| a.                                |                 | CNG: 1 Bus and Base Buy 5 Buses 0                                                                                 |                                             |                                              | 0                       |  | 0                         | 0                          |                             |                              |                            |                             |                             |                              |                                            |
| b.                                |                 | CNG: Base Buy 295 Buses 0                                                                                         |                                             |                                              |                         |  |                           |                            | 0                           | 0                            |                            |                             |                             |                              |                                            |



**GROUP B - 60' CNG BUSES**  
**FORM LCC-B LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

| No.                                           | UNIT | DESCRIPTION                                                                 | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | CNG BUS                 | BASE BUY 60' FT. CNG BUS  | BASE BUY 60' FT. CNG BUS   | OPTION BUY 60' FT. CNG BUS  | OPTION BUY 60' FT. CNG BUS   | DETAILED SUPPORTING DESCRIPTION / COMMENTS |                             |
|-----------------------------------------------|------|-----------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|-----------------------------|------------------------------|--------------------------------------------|-----------------------------|
|                                               |      |                                                                             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           | LCC for 95 Buses           | LCC for 95 Buses            | LCC for 205 Buses            |                                            |                             |
|                                               |      |                                                                             |                                             |                                              | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses                 | TOTAL PRICE<br>for 95 Buses |
| c.                                            |      | CNG: Option Buy up to 95 Buses                                              |                                             | 0                                            |                         |                           |                            | 0                           | 0                            |                                            |                             |
| d.                                            |      | CNG: Option Buy up to 205 Buses                                             |                                             | 0                                            |                         |                           |                            |                             |                              | 0                                          | 0                           |
| 18                                            | Each | Operational Model Changes -<br>number of tanks                              |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| a.                                            |      | CNG: 1 Bus and Base Buy 5 Buses                                             |                                             | 0                                            | 0                       | 0                         |                            |                             |                              |                                            |                             |
| b.                                            |      | CNG: Base Buy 295 Buses                                                     |                                             | 0                                            |                         |                           | 0                          | 0                           |                              |                                            |                             |
| c.                                            |      | CNG: Option Buy up to 95 Buses                                              |                                             | 0                                            |                         |                           |                            | 0                           | 0                            |                                            |                             |
| d.                                            |      | CNG: Option Buy up to 205 Buses                                             |                                             | 0                                            |                         |                           |                            |                             |                              | 0                                          | 0                           |
| 19                                            | Each | Operational Model Changes -<br>number of tanks                              |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| a.                                            |      | CNG: 1 Bus and Base Buy 5 Buses                                             |                                             | 0                                            | 0                       | 0                         |                            |                             |                              |                                            |                             |
| b.                                            |      | CNG: Base Buy 295 Buses                                                     |                                             | 0                                            |                         |                           | 0                          | 0                           |                              |                                            |                             |
| c.                                            |      | CNG: Option Buy up to 95 Buses                                              |                                             | 0                                            |                         |                           |                            | 0                           | 0                            |                                            |                             |
| d.                                            |      | CNG: Option Buy up to 205 Buses                                             |                                             | 0                                            |                         |                           |                            |                             |                              | 0                                          | 0                           |
| SCHEDULED MAINTENANCE LIFE CYCLE COST FACTORS |      |                                                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 20                                            | Mile | Cost per life expectancy rebuild of<br>PPA                                  |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| a.                                            |      | ENGINE                                                                      |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 2                                             |      | CNG: Base Buy 295 Buses                                                     |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 3                                             |      | CNG: Option Buy up to 95 Buses                                              |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 4                                             |      | CNG: Option Buy up to 205 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| b.                                            |      | Transmission                                                                |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 2                                             |      | CNG: Base Buy 295 Buses                                                     |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 3                                             |      | CNG: Option Buy up to 95 Buses                                              |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 4                                             |      | CNG: Option Buy up to 205 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| c.                                            |      | Cooling System                                                              |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 2                                             |      | CNG: Base Buy 295 Buses                                                     |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 3                                             |      | CNG: Option Buy up to 95 Buses                                              |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 4                                             |      | CNG: Option Buy up to 205 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| d.                                            |      | Fuel System                                                                 |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 1                                             |      | CNG: 1 Bus and Base Buy 5 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 2                                             |      | CNG: Base Buy 295 Buses                                                     |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 3                                             |      | CNG: Option Buy up to 95 Buses                                              |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 4                                             |      | CNG: Option Buy up to 205 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| 21                                            | Each | Bus on-board fuel System<br>Maintenance cost per year (See<br>Note 3 below) |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |
| a.                                            |      | CNG: 1 Bus and Base Buy 5 Buses                                             |                                             |                                              |                         |                           |                            |                             |                              |                                            |                             |

**GROUP B - 60' CNG BUSES**  
**FORM LCC-B LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

| No.                                                                                                                                                                                   | UNIT        | DESCRIPTION                                                       | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | CNG BUS       | BASE BUY 60 FT. CNG BUS | BASE BUY 60 FT. CNG BUS | PTION BUY 60 FT. CNG BUS | PTION BUY 60 FT. CNG BUS    | LCC for 205 Buses            |                            | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|---------------|-------------------------|-------------------------|--------------------------|-----------------------------|------------------------------|----------------------------|--------------------------------------------|
|                                                                                                                                                                                       |             |                                                                   |                                             |                                              | LCC for 1 Bus | LCC for 5 Buses         | LCC for 95 Buses        | LCC for 95 Buses         | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses |                                            |
| b.                                                                                                                                                                                    |             | CNG: Base Buy 295 Buses                                           |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| c.                                                                                                                                                                                    |             | CNG: Option Buy up to 95 Buses                                    |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| d.                                                                                                                                                                                    |             | CNG: Option Buy up to 205 Buses                                   |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 22                                                                                                                                                                                    | Mile & Year | Fuel Tank Life Expectancy (miles and Years) (See Note 3 below)    |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| a.                                                                                                                                                                                    |             | CNG: 1 Bus and Base Buy 5 Buses                                   |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| b.                                                                                                                                                                                    |             | CNG: Base Buy 295 Buses                                           |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| c.                                                                                                                                                                                    |             | CNG: Option Buy up to 95 Buses                                    |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| d.                                                                                                                                                                                    |             | CNG: Option Buy up to 205 Buses                                   |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 23                                                                                                                                                                                    | Cost / Bus  | Fuel tank Cost per tank (See Note 3 below)                        |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| a.                                                                                                                                                                                    |             | CNG: 1 Bus and Base Buy 5 Buses                                   |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| b.                                                                                                                                                                                    |             | CNG: Base Buy 295 Buses                                           |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| c.                                                                                                                                                                                    |             | CNG: Option Buy up to 95 Buses                                    |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| d.                                                                                                                                                                                    |             | CNG: Option Buy up to 205 Buses                                   |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 24                                                                                                                                                                                    | Each        | Fuel Station maintenance Cost per Year (See Note 3 below)         |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| a.                                                                                                                                                                                    |             | CNG: 1 Bus and Base Buy 5 Buses                                   | \$4,730                                     |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| b.                                                                                                                                                                                    |             | CNG: Base Buy 295 Buses                                           | \$4,730                                     |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| c.                                                                                                                                                                                    |             | CNG: Option Buy up to 95 Buses                                    | \$4,730                                     |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| d.                                                                                                                                                                                    |             | CNG: Option Buy up to 205 Buses                                   | \$4,730                                     |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 25                                                                                                                                                                                    | Hours       | Annual Scheduled Maintenance Labor Cost (See Notes 3 and 5 below) |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 26                                                                                                                                                                                    | Year        | Mid Life Costs – Annualized (See Note 3 below)                    |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 27                                                                                                                                                                                    | Lump Sum    | Specialty Equipment / Maintenance / Labor Cost (See Note 3 below) |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 28                                                                                                                                                                                    | Hours       | Annual Labor Cost for Bus Wash (Alternate Day) (See Note 5 below) |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 29                                                                                                                                                                                    | Hours       | Annual Labor Cost for Bus Fueling (Daily) (See Note 5 below)      |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| <b>END OF LIFE COSTS</b>                                                                                                                                                              |             |                                                                   |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| 30                                                                                                                                                                                    | Each        | Bus Disposal                                                      | 1                                           |                                              |               |                         |                         |                          |                             |                              |                            |                                            |
| <b>Total Proposed Life Cycle Cost for Base Buy 5 40-ft. CNG Buses (sum of Items "1" through "30")</b> <span style="float:right">\$0</span><br>to be the BASIS for Proposal evaluation |             |                                                                   |                                             |                                              |               |                         |                         |                          |                             |                              |                            |                                            |

Using Words: \_\_\_\_\_

**Total Proposed Life Cycle Cost for Base Buy 295 40-ft. CNG Buses (sum of Items "1" through "30")** \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

**Total Proposed Life Cycle Cost for Option Buy 95 40-ft. CNG Buses (sum of Items "1" through "30")** \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_



**GROUP B - 60' CNG BUSES**  
**FORM LCC-B LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|     |      |             |                                             |                                              | CNG BUS                 | BASE BUY 60 FT. CNG BUS   |                            | BASE BUY 60 FT. CNG BUS     |                              | PTION BUY 60 FT. CNG BUS   |                             | PTION BUY 60 FT. CNG BUS    |                              |                                            |
|-----|------|-------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------------------------|
|     |      |             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses            |                              | LCC for 95 Buses           |                             | LCC for 205 Buses           |                              |                                            |
| No. | UNIT | DESCRIPTION | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 295 Buses | TOTAL PRICE<br>for 295 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | UNIT PRICE<br>for 205 Buses | TOTAL PRICE<br>for 205 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |

Total Proposed Life Cycle Cost for Option Buy 205 40-ft. CNG Buses (sum of Items "1" through "30") \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

**NOTES** 1. Assume PPA to include engine, transmission, cooling system, fuel system  
2. Intentionally left blank  
3. Provide three (3) client references  
4. Intentionally left blank  
5. Assume Metro standard rate of \$53.00 / hour

**GROUP C - 40' ZE BUSES**  
**FORM LCC-C LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|                               |       |                                                                       |                                             |                                              | ZEB BUS                 | BASE BUY 40 FT. ZEB BUS   |                            | OPTION BUY 40 FT. ZEB BUS  |                             |                                            |
|-------------------------------|-------|-----------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|                               |       |                                                                       |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No.                           | UNIT  | DESCRIPTION                                                           | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
| CAPITAL COST FACTORS          |       |                                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                             | Each  | Vehicle Purchase Price (Base)                                         | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| 2                             | Each  | Delivery and Taxes                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | Delivery Charges                                                      | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | State & Local Taxes (9.75%)                                           | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| c.                            |       | Vehicle License Fee                                                   | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| d.                            |       | Vehicle Registration                                                  | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| e.                            |       | Fed Excise Tax - on Tires                                             | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
|                               |       | TOTAL                                                                 |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 3                             | Set   | Spare Parts                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                        | 1 Set                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                        | 12 Sets                                     |                                              |                         |                           |                            |                            |                             |                                            |
| 4                             | Set   | Diagnostic Equipment                                                  |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                        | 1 Set                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                        | 12 Sets                                     |                                              |                         |                           |                            |                            |                             |                                            |
| 5                             | Set   | Special Tools                                                         |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                        | 1 Set                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                        | 12 Sets                                     |                                              |                         |                           |                            |                            |                             |                                            |
| 6                             | Hours | Training                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                        | 1,000                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                        | 500                                         |                                              |                         |                           |                            |                            |                             |                                            |
| 7                             | Each  | User Publications / Manuals                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                        | 10                                          |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                        | 10                                          |                                              |                         |                           |                            |                            |                             |                                            |
| OTHER OWNERSHIP COSTS FACTORS |       |                                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 8                             | Set   | Battery Charging Equipment                                            |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 9                             | Min.  | Batthey Charging Support Equipment<br>& Infrastructure - at the Depot |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | Time to charge (25% to 100%)                                          |                                             |                                              |                         |                           |                            |                            |                             |                                            |

**GROUP C - 40' ZE BUSES**  
**FORM LCC-C LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|                                   |      |                                                                                      |                                             |                                              | ZEB BUS                 | BASE BUY 40 FT. ZEB BUS   |                            | OPTION BUY 40 FT. ZEB BUS  |                             |                                            |
|-----------------------------------|------|--------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|                                   |      |                                                                                      |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No.                               | UNIT | DESCRIPTION                                                                          | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
| b.                                |      | Time to charge (50% to 100%)                                                         |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.                                |      | Time to charge (75% to 100%)                                                         |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 10                                | Min. | Batley Charging Support Equipment & Infrastructure - en Route (Opportunity Charging) |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                |      | Time to charge per mile for operation (25% to 90%)                                   |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                |      | Time to charge per mile for operation (50% to 90%)                                   |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.                                |      | Time to charge per mile for operation (75% to 90%)                                   |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 11                                | LRU  | Replacement Batteries                                                                |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                |      | ZEB 1 Bus and Base Buy 5 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                |      | ZEB: Option Buy up to 95 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 12                                | Each | Replacement PPU (See Note 2 below)                                                   |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                |      | ZEB 1 Bus and Base Buy 5 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                |      | ZEB: Option Buy up to 95 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 13                                | Each | Replacement Transmission / Motor / Drive Motor                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                |      | Transmission                                                                         |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                 |      | ZEB 1 Bus and Base Buy 5 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                 |      | ZEB: Option Buy up to 95 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                |      | Traction Motor                                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                 |      | ZEB 1 Bus and Base Buy 5 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                 |      | ZEB: Option Buy up to 95 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.                                |      | Drive Motor                                                                          |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                 |      | ZEB 1 Bus and Base Buy 5 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                 |      | ZEB: Option Buy up to 95 Buses                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| OPERATING LIFE CYCLE COST FACTORS |      |                                                                                      |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 14                                | Mile | Energy per Mile                                                                      |                                             |                                              |                         |                           |                            |                            |                             |                                            |



**GROUP C - 40' ZE BUSES**  
**FORM LCC-C LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|     |                |                                                                                                          |                                             |                                              | ZEB BUS                 | BASE BUY 40 FT. ZEB BUS   |                            | OPTION BUY 40 FT. ZEB BUS  |                             |                                            |
|-----|----------------|----------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|     |                |                                                                                                          |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No. | UNIT           | DESCRIPTION                                                                                              | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
| a.  | Kw / Mile      | ZEB 1 Bus and Base Buy 5 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  | Kw / Mile      | ZEB: Option Buy up to 95 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 15  | Mile           | Range on Full charge (based on off-peak electricity charges)                                             |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |                | ZEB 1 Bus and Base Buy 5 Buses                                                                           | \$0.08/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |                | ZEB: Option Buy up to 95 Buses                                                                           | \$0.08/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| 16  | Mile           | Range on Full charge (based on peak electricity charges)                                                 |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |                | ZEB 1 Bus and Base Buy 5 Buses                                                                           | \$0.10/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |                | ZEB: Option Buy up to 95 Buses                                                                           | \$0.10/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| 17  | Sq. Ft.        | Operational Model Changes - Enroute additional bus Parking space needed for peak hour readiness charging |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  | \$200 / sq.ft. | ZEB 1 Bus and Base Buy 5 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  | \$200 / sq.ft. | ZEB: Option Buy up to 95 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 18  | Sq. Ft.        | Operational Model Changes - Additional space needed for locating Chargers at a Division                  |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  | \$200 / sq.ft. | ZEB 1 Bus and Base Buy 5 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  | \$200 / sq.ft. | ZEB: Option Buy up to 95 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 19  | Each           | Operational Model Changes - number of chargers needed (Enroute)                                          |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |                | ZEB 1 Bus and Base Buy 5 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |                | ZEB: Option Buy up to 95 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 20  | Each           | Operational Model Changes - number of chargers needed (at Division)                                      |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |                | ZEB 1 Bus and Base Buy 5 Buses                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |

**GROUP C - 40' ZE BUSES**  
**FORM LCC-C LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

| No.                                                  | UNIT        | DESCRIPTION                                                                  | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | ZEB BUS                 | BASE BUY 40 FT. ZEB BUS   |                            | OPTION BUY 40 FT. ZEB BUS  |                             | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
|------------------------------------------------------|-------------|------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|                                                      |             |                                                                              |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
|                                                      |             |                                                                              |                                             |                                              | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses |                                            |
| b.                                                   |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| <b>SCHEDULED MAINTENANCE LIFE CYCLE COST FACTORS</b> |             |                                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 21                                                   | Mile        | Cost per life expectancy rebuild of PPU                                      |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                                   |             | <u>Traction Motor</u>                                                        |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                                    |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                                    |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                                   |             | <u>Inverter</u>                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                                    |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                                    |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.                                                   |             | <u>Gear Box</u>                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                                    |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                                    |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| d.                                                   |             | <u># Batteries / Tray</u>                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                                    |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                                    |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| e.                                                   |             | <u>Transmission (if applicable)</u>                                          |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                                    |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                                    |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 22                                                   | Each        | Bus on-board propulsion Battery maintenance cost per year (See Note 3 below) |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                                   |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                                   |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 23                                                   | Mile & Year | Battery Life set Expectancy (miles and Years) (See Note 3 below)             |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                                   |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                                   |             | ZEB: Option Buy up to 95 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 24                                                   | Cost / Bus  | Cost per complete battery set (See Note 3 below)                             |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                                   |             | ZEB 1 Bus and Base Buy 5 Buses                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |



**GROUP C - 40' ZE BUSES**  
**FORM LCC-C LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|                   |          |                                                                             |                                             |                                              | ZEB BUS                 | BASE BUY 40 FT. ZEB BUS   |                            | OPTION BUY 40 FT. ZEB BUS  |                             |                                            |
|-------------------|----------|-----------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|                   |          |                                                                             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No.               | UNIT     | DESCRIPTION                                                                 | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
| b.                |          | ZEB: Option Buy up to 95 Buses                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 25                | Each     | Charging Station Maintenance Cost Per Year (See Note 3 below)               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                |          | ZEB 1 Bus and Base Buy 5 Buses                                              | See Note 4                                  |                                              |                         |                           |                            |                            |                             |                                            |
| b.                |          | ZEB: Option Buy up to 95 Buses                                              | See Note 4                                  |                                              |                         |                           |                            |                            |                             |                                            |
| 26                | Hours    | Annual Scheduled Maintenance Labor Cost (See Notes 3 and 5 below)           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 27                | Year     | Mid Life Costs – Annualized (See Note 3 below)                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 28                | Lump Sum | Specialty Equipment / Maintenance / Labor Cost (See Note 3 below)           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 29                | Hours    | Annual Labor Cost for Bus Wash (Alternate Day) (See Note 5 below)           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 30                | Hours    | Annual Labor Cost for Bus Fueling (Daily) (See Note 5 below)                |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 31                | Hours    | Annual Labor Cost for Bus Recharging (Daily enroute) (See Note 5 below)     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 32                | Hours    | Annual Labor Cost for Bus Recharging (Daily at Division) (See Note 5 below) |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| END OF LIFE COSTS |          |                                                                             |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 33                | Each     | Bus Disposal                                                                | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| 34                | Each     | Battery Disposal                                                            | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| 35                | Each     | Optional Battery Lease Program                                              | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |

Total Proposed Life Cycle Cost for Base Buy 5 40-ft. ZEB Buses (sum of Items "1" through "30") \$0

to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

Total Proposed Life Cycle Cost for Option Buy 95 40-ft. CNG Buses (sum of Items "1" through "30") \$0

to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

**GROUP C - 40' ZE BUSES**  
**FORM LCC-C LIFE CYCLE COSTING SUMMARY**

Proposer: \_\_\_\_\_

|     |      |             |                                             |                                              | ZEB BUS                 | BASE BUY 40 FT. ZEB BUS   |                            | OPTION BUY 40 FT. ZEB BUS  |                             |                                            |
|-----|------|-------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|     |      |             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No. | UNIT | DESCRIPTION | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |

**NOTES:** 1. Intentionally left blank

2. Assume PPU to include traction motor, inverter, gear box, # batteries/tray, transmission
3. Provide three (3) client references
4. Assume 43,000 miles / per bus / year and \$0.08 / Kw for off-peak and \$0.10 / Kw for peak
5. Assume Metro standard rate of \$53.00 / hour

**GROUP D - 60 FT. ZE BUS  
FORM LCC-D LIFE CYCLE COST SUMMARY**

Proposer:

RFP No: OP28367

|                               |       |                                                                    |                                             |                                              | ZEB BUS                 | BASE BUY 60 FT. ZEB BUS   |                            | OPTION BUY 60 FT. ZEB BUS  |                             |                                            |
|-------------------------------|-------|--------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|                               |       |                                                                    |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No.                           | UNIT  | DESCRIPTION                                                        | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
| CAPITAL COST FACTORS          |       |                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                             | Each  | Vehicle Purchase Price (Base)                                      | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| 2                             | Each  | Delivery and Taxes                                                 |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | Delivery Charges                                                   | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | State & Local Taxes (9.75%)                                        | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| c.                            |       | Vehicle License Fee                                                | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| d.                            |       | Vehicle Registration                                               | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| e.                            |       | Fed Excise Tax - on Tires                                          | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
|                               |       | TOTAL                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 3                             | Set   | Spare Parts                                                        |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                     | 1 Set                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                     | 12 Sets                                     |                                              |                         |                           |                            |                            |                             |                                            |
| 4                             | Set   | Diagnostic Equipment                                               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                     | 1 Set                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                     | 12 Sets                                     |                                              |                         |                           |                            |                            |                             |                                            |
| 5                             | Set   | Special Tools                                                      |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                     | 1 Set                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                     | 12 Sets                                     |                                              |                         |                           |                            |                            |                             |                                            |
| 6                             | Hours | Training                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                     | 1,000                                       |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                     | 500                                         |                                              |                         |                           |                            |                            |                             |                                            |
| 7                             | Each  | User Publications / Manuals                                        |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                            |       | ZEB 1 Bus and Base Buy 5 Buses                                     | 10                                          |                                              |                         |                           |                            |                            |                             |                                            |
| b.                            |       | ZEB: Option Buy up to 95 Buses                                     | 10                                          |                                              |                         |                           |                            |                            |                             |                                            |
| OTHER OWNERSHIP COSTS FACTORS |       |                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 8                             | Set   | Battery Charging Equipment                                         |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 9                             | Min.  | Battery Charging Support Equipment & Infrastructure - at the Depot |                                             |                                              |                         |                           |                            |                            |                             |                                            |



**GROUP D - 60 FT. ZE BUS  
FORM LCC-D LIFE CYCLE COST SUMMARY**

Proposer: \_\_\_\_\_

RFP No: OP28367

|     |      |                                                                                             |                                             |                                              | ZEB BUS                 | BASE BUY 60 FT. ZEB BUS   |                            | OPTION BUY 60 FT. ZEB BUS  |                             |                                            |
|-----|------|---------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|     |      |                                                                                             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No. | UNIT | DESCRIPTION                                                                                 | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
| a.  |      | Time to charge (25% to 100%)                                                                |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |      | Time to charge (50% to 100%)                                                                |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.  |      | Time to charge (75% to 100%)                                                                |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 10  | Min. | Batthey Charging Support Equipment<br>& Infrastructure - en Route<br>(Opportunity Charging) |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |      | Time to charge per mile for operation (25%<br>to 90%)                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |      | Time to charge per mile for operation (50%<br>to 90%)                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.  |      | Time to charge per mille for operation (75%<br>to 90%)                                      |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 11  | LRU  | Replacement Batteries                                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |      | ZEB 1 Bus and Base Buy 5 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |      | ZEB: Option Buy up to 95 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 12  | Each | Replacement PPU (See Note 2<br>below)                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |      | ZEB 1 Bus and Base Buy 5 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |      | ZEB: Option Buy up to 95 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 13  | Each | Replacement Transmission / Motor /<br>Drive Motor                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.  |      | Transmission                                                                                |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1   |      | ZEB 1 Bus and Base Buy 5 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2   |      | ZEB: Option Buy up to 95 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.  |      | Traction Motor                                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1   |      | ZEB 1 Bus and Base Buy 5 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2   |      | ZEB: Option Buy up to 95 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.  |      | Drive Motor                                                                                 |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1   |      | ZEB 1 Bus and Base Buy 5 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2   |      | ZEB: Option Buy up to 95 Buses                                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |

**GROUP D - 60 FT. ZE BUS  
FORM LCC-D LIFE CYCLE COST SUMMARY**

Proposer: \_\_\_\_\_

RFP No: OP28367

|                                   |                   |                                                                                                                   |                                             |                                              | ZEB BUS                 | BASE BUY 60 FT. ZEB BUS   |                            | OPTION BUY 60 FT. ZEB BUS  |                             | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
|-----------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|                                   |                   |                                                                                                                   |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No.                               | UNIT              | DESCRIPTION                                                                                                       | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses |                                            |
| OPERATING LIFE CYCLE COST FACTORS |                   |                                                                                                                   |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 14                                | Mile              | Energy per Mile                                                                                                   |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                | Kw /<br>Mile      | ZEB 1 Bus and Base Buy 5 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                | Kw /<br>Mile      | ZEB: Option Buy up to 95 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 15                                | Mile              | Range on Full charge (based on off-<br>peak electricity charges)                                                  |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                |                   | ZEB 1 Bus and Base Buy 5 Buses                                                                                    | \$0.08/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                |                   | ZEB: Option Buy up to 95 Buses                                                                                    | \$0.08/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| 16                                | Mile              | Range on Full charge (based on<br>peak electricity charges)                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                |                   | ZEB 1 Bus and Base Buy 5 Buses                                                                                    | \$0.10/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                |                   | ZEB: Option Buy up to 95 Buses                                                                                    | \$0.10/Kw                                   |                                              |                         |                           |                            |                            |                             |                                            |
| 17                                | Sq. Ft.           | Operational Model Changes -<br>Enroute additional bus Parking<br>space needed for peak hour<br>readiness charging |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                | \$200 /<br>sq.ft. | ZEB 1 Bus and Base Buy 5 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                | \$200 /<br>sq.ft. | ZEB: Option Buy up to 95 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 18                                | Sq. Ft.           | Operational Model Changes -<br>Additional space needed for locating<br>Chargers at a Division                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                | \$200 /<br>sq.ft. | ZEB 1 Bus and Base Buy 5 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                | \$200 /<br>sq.ft. | ZEB: Option Buy up to 95 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 19                                | Each              | Operational Model Changes -<br>number of chargers needed<br>(Enroute)                                             |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                |                   | ZEB 1 Bus and Base Buy 5 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                |                   | ZEB: Option Buy up to 95 Buses                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |



**GROUP D - 60 FT. ZE BUS  
FORM LCC-D LIFE CYCLE COST SUMMARY**

Proposer: \_\_\_\_\_

RFP No: OP28367

|                                               |      |                                                                                    |                                             |                                              | ZEB BUS                 | BASE BUY 60 FT. ZEB BUS   |                            | OPTION BUY 60 FT. ZEB BUS  |                             | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
|-----------------------------------------------|------|------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
| No.                                           | UNIT | DESCRIPTION                                                                        | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
|                                               |      |                                                                                    |                                             |                                              | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses |                                            |
| 20                                            | Each | Operational Model Changes -<br>number of chargers needed (at<br>Division)          |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                            |      | ZEB 1 Bus and Base Buy 5 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                            |      | ZEB: Option Buy up to 95 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| SCHEDULED MAINTENANCE LIFE CYCLE COST FACTORS |      |                                                                                    |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 21                                            | Mile | Cost per life expectancy rebuild of<br>PPU                                         |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                            |      | Traction Motor                                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                             |      | ZEB 1 Bus and Base Buy 5 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                             |      | ZEB: Option Buy up to 95 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                            |      | Inverter                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                             |      | ZEB 1 Bus and Base Buy 5 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                             |      | ZEB: Option Buy up to 95 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| c.                                            |      | Gear Box                                                                           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                             |      | ZEB 1 Bus and Base Buy 5 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                             |      | ZEB: Option Buy up to 95 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| d.                                            |      | # Batteries / Tray                                                                 |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                             |      | ZEB 1 Bus and Base Buy 5 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                             |      | ZEB: Option Buy up to 95 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| e.                                            |      | Transmission (if applicable)                                                       |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 1                                             |      | ZEB 1 Bus and Base Buy 5 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 2                                             |      | ZEB: Option Buy up to 95 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 22                                            | Each | Bus on-board propulsion Battery<br>maintenance cost per year (See Note<br>3 below) |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                                            |      | ZEB 1 Bus and Base Buy 5 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                                            |      | ZEB: Option Buy up to 95 Buses                                                     |                                             |                                              |                         |                           |                            |                            |                             |                                            |

**GROUP D - 60 FT. ZE BUS  
FORM LCC-D LIFE CYCLE COST SUMMARY**

Proposer:

RFP No: OP28367

|                   |             |                                                                             |                                             |                                              | ZEB BUS                 | BASE BUY 60 FT. ZEB BUS   |                            | OPTION BUY 60 FT. ZEB BUS  |                             |                                            |
|-------------------|-------------|-----------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|                   |             |                                                                             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No.               | UNIT        | DESCRIPTION                                                                 | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |
| 23                | Mile & Year | Battery Life set Expectancy (miles and Years) (See Note 3 below)            |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                |             | ZEB 1 Bus and Base Buy 5 Buses                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                |             | ZEB: Option Buy up to 95 Buses                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 24                | Cost / Bus  | Cost per complete battery set (See Note 3 below)                            |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                |             | ZEB 1 Bus and Base Buy 5 Buses                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| b.                |             | ZEB: Option Buy up to 95 Buses                                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 25                | Each        | Charging Station Maintenance Cost Per Year (See Note 3 below)               |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| a.                |             | ZEB 1 Bus and Base Buy 5 Buses                                              | See Note 4                                  |                                              |                         |                           |                            |                            |                             |                                            |
| b.                |             | ZEB: Option Buy up to 95 Buses                                              | See Note 4                                  |                                              |                         |                           |                            |                            |                             |                                            |
| 26                | Hours       | Annual Scheduled Maintenance Labor Cost (See Notes 3 and 5 below)           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 27                | Year        | Mid Life Costs – Annualized (See Note 3 below)                              |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 28                | Lump Sum    | Specialty Equipment / Maintenance / Labor Cost (See Note 3 below)           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 29                | Hours       | Annual Labor Cost for Bus Wash (Alternate Day) (See Note 5 below)           |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 30                | Hours       | Annual Labor Cost for Bus Fueling (Daily) (See Note 5 below)                |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 31                | Hours       | Annual Labor Cost for Bus Recharging (Daily enroute) (See Note 5 below)     |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 32                | Hours       | Annual Labor Cost for Bus Recharging (Daily at Division) (See Note 5 below) |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| END OF LIFE COSTS |             |                                                                             |                                             |                                              |                         |                           |                            |                            |                             |                                            |
| 33                | Each        | Bus Disposal                                                                | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| 34                | Each        | Battery Disposal                                                            | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |
| 35                | Each        | Optional Battery Lease Program                                              | 1                                           |                                              |                         |                           |                            |                            |                             |                                            |

**GROUP D - 60 FT. ZE BUS  
FORM LCC-D LIFE CYCLE COST SUMMARY**

Proposer: \_\_\_\_\_  
RFP No: OP28367

|     |      |             |                                             |                                              | ZEB BUS                 | BASE BUY 60 FT. ZEB BUS   |                            | OPTION BUY 60 FT. ZEB BUS  |                             |                                            |
|-----|------|-------------|---------------------------------------------|----------------------------------------------|-------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------------------|
|     |      |             |                                             |                                              | LCC for 1 Bus           | LCC for 5 Buses           |                            | LCC for 95 Buses           |                             |                                            |
| No. | UNIT | DESCRIPTION | LACMTA<br>REQUIRED<br>QUANTITY<br>(Per Bus) | PROPOSER<br>OFFERED<br>QUANTITY<br>(Per Bus) | UNIT PRICE<br>for 1 Bus | UNIT PRICE<br>for 5 Buses | TOTAL PRICE<br>for 5 Buses | UNIT PRICE<br>for 95 Buses | TOTAL PRICE<br>for 95 Buses | DETAILED SUPPORTING DESCRIPTION / COMMENTS |

Total Proposed Life Cycle Cost for Base Buy 5 40-ft. ZEB Buses (sum of Items "1" through "30") \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

Total Proposed Life Cycle Cost for Option Buy 95 40-ft. CNG Buses (sum of Items "1" through "30") \$0  
to be the BASIS for Proposal evaluation

Using Words: \_\_\_\_\_

- NOTES:** 1. Intentionally left blank  
2. Assume PPU to include traction motor, inverter, gear box, # batteries/tray, transmission  
3. Provide three (3) client references  
4. Assume 43,000 miles / per bus / year and \$0.08 / Kw for off-peak and \$0.10 / Kw for peak  
5. Assume Metro standard rate of \$53.00 / hour



## LOCAL EMPLOYMENT PLAN

**LOCAL EMPLOYMENT PLAN**  
**RFP NO.: OP28367**

**Average Number of Direct & Indirect Workers for Car and Truck Manufacturing, Assembly & Testing / Commissioning Locations**

PROPOSER: \_\_\_\_\_

[illegible]

**LOCAL EMPLOYMENT PLAN**  
**RFP NO.: OP28367**

**Average Number of Direct & Indirect Workers for Car and Truck Manufacturing, Assembly & Testing / Commissioning Locations**

**PROPOSER:** \_\_\_\_\_[illegible]

**ROPOSER:** \_\_\_\_\_

[illegible]

**PROPOSER:** \_\_\_\_\_[illegible]



**LOCAL EMPLOYMENT PLAN FOR OP28367**  
**DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**  
**BY MONTH**

ROPOSER: \_\_\_\_\_

|                                                        | 2017 |     |     |     |     |     |     |     |     |     |     |     | 2018 |     |     |     |     |     |     |     |     |     |     |     |     |     |
|--------------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                                                        | Nov  | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov  | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| NTP+                                                   |      | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12   | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  |
| Bus Delivery per Contract - Base ( __ Buses)           |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Bus Delivery per Contract - Option ( __ Buses)         |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Bus Delivery per Contract - Total                      |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| ther misc. truck assembly / final                      |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| sembly related activities                              |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| uck assembly testing &                                 |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| asurements                                             |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| RECT - METRO SITE bus COMMISSIONING & WARRANTY SUPPORT |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| ommissioning-Mechanical &                              |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| ectrical assembly / retrofits / rework                 |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| ommissioning-static & dynamic                          |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| sting                                                  |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| ther misc. commissioning related                       |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| tivities                                               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| arranty support-Mechanical &                           |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| ectrical work, parts storage, etc.                     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| RECT - BUS & TRUCK QA INSPECTIONS / TESTING OVERSIGHT  |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| A-bus shell & truck manufacturing                      |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| A- Bus & chassis assembly                              |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| A- Bus commissioning                                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| ther misc. QA related activities                       |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
|                                                        | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     |

**NOTES:** Proposer should use 160 hours for one monthly Full-Time equivalent (FTE). (i.e. 80 hours for one 50% FTE, 40 hours for one 25% FTE, 320 hours for two 100







**LOCAL EMPLOYMENT PLAN FOR OP28367**  
**DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**  
**BY MONTH**

ROPOSER: \_\_\_\_\_

|                                            | 2019 |     |     |     |     |     |     |     |     |     |     |     |       |     |      | 2019 |     |     |     |     |     |     |       |
|--------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|------|------|-----|-----|-----|-----|-----|-----|-------|
|                                            | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total | FBR | \$\$ | Jan  | Feb | Mar | Apr | May | Jun | Jul | Total |
|                                            | N    | 26  | 27  | 28  | 29  | 30  | 31  | 32  | 33  | 1   | 2   | 3   |       |     |      | 4    | 5   | 6   | 7   | 8   | 9   | 10  |       |
| Bus Delivery per Contract - Base (___ Bu   |      |     |     |     |     |     |     |     |     |     |     |     |       |     |      |      |     |     |     |     |     |     |       |
| Bus Delivery per Contract - Option (___ Bu |      |     |     |     |     |     |     |     |     |     |     |     |       |     |      |      |     |     |     |     |     |     |       |
| Bus Delivery per Contract - 1              |      |     |     |     |     |     |     |     |     |     |     |     |       |     |      |      |     |     |     |     |     |     |       |
| her misc. truck assembly / final           |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| sembly related activities                  |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| uck assembly testing &                     |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| asurements                                 |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| RECT - METRO SITE bus COMMISSIONIN         |      |     |     |     |     |     |     |     |     |     |     |     |       |     |      |      |     |     |     |     |     |     |       |
| ommissioning-Mechanical &                  |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| ectrical assembly / retrofits / rework     |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| ommissioning-static & dynamic              |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| sting                                      |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| her misc. commissioning related            |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| tivities                                   |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| arranty support-Mechanical &               |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| ectrical work, parts storage, etc.         |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| RECT - BUS & TRUCK QA INSPECTIONS /        |      |     |     |     |     |     |     |     |     |     |     |     |       |     |      |      |     |     |     |     |     |     |       |
| \-bus shell & truck manufacturing          |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| \- Bus & chassis assembly                  |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| \- Bus commissioning                       |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
| her misc. QA related activities            |      |     |     |     |     |     |     |     |     |     |     |     | 0     |     | \$0  |      |     |     |     |     |     |     | 0     |
|                                            | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |     | \$0  | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0     |

NOTES: Proposer should use 160 hours for % FTE, etc.)

**ROPOSER:** \_\_\_\_\_

[illegible]

**ROPOSER:** \_\_\_\_\_

[illegible]

**LOCAL EMPLOYMENT PLAN FOR OP28367**  
**DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**  
**BY MONTH**

ROPOSER: \_\_\_\_\_

|                                                 | FBR | \$\$ |
|-------------------------------------------------|-----|------|
| N                                               |     |      |
| Bus Delivery per Contract - Base (___ Bu        |     |      |
| Bus Delivery per Contract - Option (___ Bu      |     |      |
| Bus Delivery per Contract - 1                   |     |      |
| ther misc. truck assembly / final               |     |      |
| sembly related activities                       |     | \$0  |
| uck assembly testing &                          |     |      |
| asurements                                      |     | \$0  |
| <b>IRECT - METRO SITE bus COMMISSIONIN</b>      |     |      |
| ommissioning-Mechanical &                       |     |      |
| ectrical assembly / retrofits / rework          |     | \$0  |
| ommissioning-static & dynamic                   |     |      |
| sting                                           |     |      |
| ther misc. commissioning related                |     |      |
| activities                                      |     | \$0  |
| arranty support-Mechanical &                    |     |      |
| ectrical work, parts storage, etc.              |     | \$0  |
| <b>IRECT - BUS &amp; TRUCK QA INSPECTIONS /</b> |     |      |
| A-bus shell & truck manufacturing               |     | \$0  |
| A- Bus & chassis assembly                       |     | \$0  |
| A- Bus commissioning                            |     | \$0  |
| ther misc. QA related activities                |     | \$0  |
|                                                 |     | \$0  |

| Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Total | FBR |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|
| 11  | 12  | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  |       |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
|     |     |     |     |     |     |     |     |     |     | 0     |     |
| 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |     |

**OTES:** Proposer should use 160 hours for



## ROPOSER: \_\_\_\_\_

[illegible]

**PROPOSER:** \_\_\_\_\_

[illegible]

**LOCAL EMPLOYMENT PLAN FOR OP28367**  
**DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**  
**BY MONTH**

PROPOSER: \_\_\_\_\_

|                                            |      | 20 17 |     |     |     |     |       |     |      | 20 18 |     |     |     |     |     |     |     |     |     |     |     |     |
|--------------------------------------------|------|-------|-----|-----|-----|-----|-------|-----|------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                                            | \$\$ | Jun   | Jul | Aug | Sep | Oct | Total | FBR | \$\$ | Nov   | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov |
| N                                          |      | 21    | 22  | 23  | 24  | 25  |       |     |      | 26    | 27  | 28  | 29  | 30  | 31  | 32  | 33  | 34  | 35  | 36  | 37  | 38  |
| Bus Delivery per Contract - Base (    Bu   |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| Bus Delivery per Contract - Option (    Bu |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| Bus Delivery per Contract - 1              |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| ther misc. truck assembly / final          |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| sembly related activities                  | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| uck assembly testing &                     |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| eamasurements                              | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| RECT - METRO SITE bus COMMISSIONIN         |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| ommissioning-Mechanical &                  |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| ectrical assembly / retrofits / rework     | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| ommissioning-static & dynamic              |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| sting                                      |      |       |     |     |     |     | 0     |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| her misc. commissioning related            |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| tivities                                   | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| arranty support-Mechanical &               |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| ectrical work, parts storage, etc.         | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| RECT - BUS & TRUCK QA INSPECTIONS /        |      |       |     |     |     |     |       |     |      |       |     |     |     |     |     |     |     |     |     |     |     |     |
| A-bus shell & truck manufacturing          | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| A- Bus & chassis assembly                  | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| A- Bus commissioning                       | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
| her misc. QA related activities            | \$0  |       |     |     |     |     | 0     |     | \$0  |       |     |     |     |     |     |     |     |     |     |     |     |     |
|                                            | \$0  | 0     | 0   | 0   | 0   | 0   | #REF! | 0   | \$0  | 0     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**DTES:** Proposer should use 160 hours for



**ROPOSER:** \_\_\_\_\_

[illegible]



**PROPOSER:** \_\_\_\_\_[illegible]

**LOCAL EMPLOYMENT PLAN FOR OP28367**  
**DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**  
**BY MONTH**

ROPOSER: \_\_\_\_\_

|                                                   | Dec  | Jan | Feb | Mar | Apr   | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total | FBR | \$\$ |
|---------------------------------------------------|------|-----|-----|-----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|------|
|                                                   | N 39 | 40  | 41  | 42  | 43    |     |     |     |     |     |     |     |     |       |     |      |
| <b>Bus Delivery per Contract - Base (___ Bu</b>   |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| <b>Bus Delivery per Contract - Option (___ Bu</b> |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| <b>Bus Delivery per Contract - 1</b>              |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| ther misc. truck assembly / final                 |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| sembly related activities                         |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| uck assembly testing &                            |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| asurements                                        |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| <b>RECT - METRO SITE bus COMMISSIONIN</b>         |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| ommissioning-Mechanical &                         |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| ectrical assembly / retrofits / rework            |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| ommissioning-static & dynamic                     |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| sting                                             |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     |      |
| her misc. commissioning related                   |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| tivities                                          |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| arranty support-Mechanical &                      |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| ectrical work, parts storage, etc.                |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| <b>RECT - BUS &amp; TRUCK QA INSPECTIONS /</b>    |      |     |     |     |       |     |     |     |     |     |     |     |     |       |     |      |
| A-bus shell & truck manufacturing                 |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| A- Bus & chassis assembly                         |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| A- Bus commissioning                              |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
| her misc. QA related activities                   |      |     |     |     |       |     |     |     |     |     |     |     |     | 0     |     | \$0  |
|                                                   | 0    | 0   | 0   | 0   | #REF! | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |     | \$0  |

**DTES:** Proposer should use 160 hours for

**OP28367**

### DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

## BY MONTH

2018

|                                                | 2017 |     |     |     |     |     |     |     |     |     |     |     | 2018 |     |     |     |     |     |     |     |     |     |     |     |     |     |  |  |
|------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
|                                                | Nov  | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov  | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |  |  |
| NTP+                                           |      | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12   | 13  | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  |  |  |
| Bus Delivery per Contract - Base ( __ Buses)   |      |     |     |     |     |     |     |     |     |     |     |     |      |     | 2   |     |     |     |     |     |     |     |     |     |     |     |  |  |
| Bus Delivery per Contract - Option ( __ Buses) |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |  |  |
| bus Delivery per Contract - CUM                |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |  |  |

### DIRECT - PROJECT MANAGEMENT

[illegible]

## RECT - BUS SHELL MANUFACTURING

[illegible]

## **RECT - CHASSIS/PPU/PPA MANUFACTURING**

[illegible]

## RECT - BUS ASSEMBLY / FINAL ASSEMBLY

[illegible]



**OP28367**

### **DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**

## BY MONTH

2018

[illegible]

# LOCAL EMPLOYMENT PLAN

OP28367

## DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

| BY MONTH                                              |     |     |     |     |     |     |     |     |     |     |     |     |     | 2018 |     |     |     |     |     |     |     |     |     |     |     |     |
|-------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                                                       | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec  | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| NTP+                                                  |     | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13   | 14  | 15  | 16  | 17  | 18  | 19  | 20  | 21  | 22  | 23  | 24  | 25  |
| Bus Delivery per Contract - Base ( <u>  </u> Buses)   |     |     |     |     |     |     |     |     |     |     |     |     |     | 2    |     |     |     |     |     |     |     |     |     |     |     |     |
| Bus Delivery per Contract - Option ( <u>  </u> Buses) |     |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| bus Delivery per Contract - CUM                       |     |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |

NOTES: Labor categories shown above are for example purposes only. Proposer should specify relevant categories as applicable from Bureau of Labor Statistics list





# LOCAL EMPLOYMENT PLAN

OP28367

## DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

|                                                     | 2019 |     |     |     |     |     |     |     |     |     |     |                             | BY MONTH |     |      |     |     |     |     |     |     |     |       |  |  |  | 20 16 |  |  |  |  |  |  |  |  |  |  |  |
|-----------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------------|----------|-----|------|-----|-----|-----|-----|-----|-----|-----|-------|--|--|--|-------|--|--|--|--|--|--|--|--|--|--|--|
|                                                     | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec                         | Total    | FBR | \$\$ | Jan | Feb | Mar | Apr | May | Jun | Jul | Total |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     | N 26 | 27  | 28  | 29  | 30  | 31  | 32  | 33  | 34  | 35  | 36  | 37                          |          |     |      | 38  | 39  | 40  | 41  | 42  | 43  | 44  |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| Bus Delivery per Contract - Base ( <u>    </u> Bu   |      |     |     |     |     |     |     |     |     |     |     |                             |          |     |      |     |     |     |     |     |     |     |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| Bus Delivery per Contract - Option ( <u>    </u> Bu |      |     |     |     |     |     |     |     |     |     |     |                             |          |     |      |     |     |     |     |     |     |     |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| bus Delivery per Contract - (                       |      |     |     |     |     |     |     |     |     |     |     | ### ### ### ### ### ### ### |          |     |      |     |     |     |     |     |     |     |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| RECT - BUS FACTORY TESTING & SHIPPI                 |      |     |     |     |     |     |     |     |     |     |     |                             |          |     |      |     |     |     |     |     |     |     |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| sembler(s)                                          |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| ectrical Tech(s)                                    |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| echanical Tech(s)                                   |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| A/QC Tech(s) / Inspector(s)                         |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     |      |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| RECT - CHASSIS/PPU/PPA ASSEMBLY / F                 |      |     |     |     |     |     |     |     |     |     |     |                             |          |     |      |     |     |     |     |     |     |     |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| sembler(s)                                          |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| ectrical Tech(s)                                    |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| echanical Tech(s)                                   |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| RECT - METRO SITE BUS COMMISSIONIN                  |      |     |     |     |     |     |     |     |     |     |     |                             |          |     |      |     |     |     |     |     |     |     |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| A/QC Tech(s) / Inspector(s)                         |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| esting Tech(s)                                      |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     |      |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| arranty Administrator(s)                            |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| RECT - BUS & TRUCK QA INSPECTIONS                   |      |     |     |     |     |     |     |     |     |     |     |                             |          |     |      |     |     |     |     |     |     |     |       |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| A/QC Tech(s) / Inspector(s)                         |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
| esting Tech(s)                                      |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     |      |     |     |     |     |     |     |     |     |     |     |                             | 0        |     | \$0  |     |     |     |     |     |     |     | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |
|                                                     | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0                           | 2        | 0   | \$0  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |

# LOCAL EMPLOYMENT PLAN

OP28367

## DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

| 2019     |     |     |     |     |     |     |     |     |     |     |     |     | 20 16 |     |      |  |     |     |     |     |     |     |     |       |  |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|------|--|-----|-----|-----|-----|-----|-----|-----|-------|--|
| BY MONTH |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |     |     |     |     |     |     |     |       |  |
|          | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total | FBR | \$\$ |  | Jan | Feb | Mar | Apr | May | Jun | Jul | Total |  |
| N        | 26  | 27  | 28  | 29  | 30  | 31  | 32  | 33  | 34  | 35  | 36  | 37  |       |     |      |  | 38  | 39  | 40  | 41  | 42  | 43  | 44  |       |  |

Bus Delivery per Contract - Base ( \_ Bu

Bus Delivery per Contract - Option ( \_ Bu

bus Delivery per Contract - (

### ### ### ### ### ### ###

OTES: Labor categories shown above are.



**OP28367**

### DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

## BY MONTH

|  |     |      |
|--|-----|------|
|  | FBR | \$\$ |
|--|-----|------|

N

**Bus Delivery per Contract - Base ( Bu**

**Bus Delivery per Contract - Option (\_\_\_ Bu**

bus Delivery per Contract - (

### **DIRECT - PROJECT MANAGEMENT**

|                           |  |     |
|---------------------------|--|-----|
| Quality Manager           |  | \$0 |
| Production Supervisor(s)  |  | \$0 |
| Warehouse Supervisor(s)   |  | \$0 |
| Admin Assistant(s)        |  | \$0 |
| Design Engineer(s)        |  | \$0 |
| Field Service Engineer(s) |  | \$0 |
|                           |  | \$0 |
|                           |  | \$0 |

**RECT - BUS SHELL MANUFACTURING**

|                              |  |     |
|------------------------------|--|-----|
| elder(s)                     |  | \$0 |
| inter(s)                     |  | \$0 |
| QA/QC Tech(s) / Inspector(s) |  | \$0 |
|                              |  | \$0 |
|                              |  | \$0 |

**RECT - CHASSIS/PPU/PPA MANUFACTURING**

|                             |  |     |
|-----------------------------|--|-----|
| elder(s)                    |  | \$0 |
| inter(s)                    |  | \$0 |
| A/QC Tech(s) / Inspector(s) |  | \$0 |
|                             |  | \$0 |
|                             |  | \$0 |

## RECT - BUS ASSEMBLY / FINAL ASSEMBLY

|                                   |     |
|-----------------------------------|-----|
| Assembler(s)                      | \$0 |
| Electrical Tech(s)                | \$0 |
| Mechanical Tech(s)                | \$0 |
| Welding/QC Tech(s) / Inspector(s) | \$0 |
|                                   | \$0 |

| Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Total | FBR |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|
| 45  | 46  | 47  | 48  | 49  | 50  | 51  | 52  | 53  | 54  |       |     |

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**OP28367**

### DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

## BY MONTH

|                                                     | FBR | \$\$ |
|-----------------------------------------------------|-----|------|
| N                                                   |     |      |
| Bus Delivery per Contract - Base ( <u>    </u> Bu   |     |      |
| Bus Delivery per Contract - Option ( <u>    </u> Bu |     |      |
| bus Delivery per Contract - (                       |     |      |
|                                                     |     | \$0  |
| <b>RECT - BUS FACTORY TESTING &amp; SHIPPI</b>      |     |      |
| Assembler(s)                                        |     | \$0  |
| Electrical Tech(s)                                  |     | \$0  |
| Mechanical Tech(s)                                  |     | \$0  |
| QA/QC Tech(s) / Inspector(s)                        |     | \$0  |
|                                                     |     | \$0  |
| <b>RECT - CHASSIS/PPU/PPA ASSEMBLY / F</b>          |     |      |
| Assembler(s)                                        |     | \$0  |
| Electrical Tech(s)                                  |     | \$0  |
| Mechanical Tech(s)                                  |     | \$0  |
|                                                     |     | \$0  |
|                                                     |     | \$0  |
| <b>RECT - METRO SITE BUS COMMISSIONIN</b>           |     |      |
| QA/QC Tech(s) / Inspector(s)                        |     | \$0  |
| Testing Tech(s)                                     |     | \$0  |
| Warranty Administrator(s)                           |     | \$0  |
|                                                     |     | \$0  |
|                                                     |     | \$0  |
| <b>RECT - BUS &amp; TRUCK QA INSPECTIONS</b>        |     |      |
| QA/QC Tech(s) / Inspector(s)                        |     | \$0  |
| Testing Tech(s)                                     |     | \$0  |
|                                                     |     | \$0  |
|                                                     |     | \$0  |
|                                                     |     | \$0  |

[illegible]

**OP28367**

**DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**

### BY MONTH

|  |     |      |
|--|-----|------|
|  | FBR | \$\$ |
|--|-----|------|

**N**

**Bus Delivery per Contract - Base (\_\_\_ Bu**

**Bus Delivery per Contract - Option (\_\_\_ Bu**

**bus Delivery per Contract - (**

**OTES:** Labor categories shown above are

|     |     |     |     |     |     |     |     |     |     |       |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|
| Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Total | FBR |
| 45  | 46  | 47  | 48  | 49  | 50  | 51  | 52  | 53  | 54  |       |     |

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**OP28367**

### **DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**

|   |      | 20 17    |     |     |     |     |       |     |      |     |     | 20 18 |     |     |     |     |     |     |     |     |     |     |
|---|------|----------|-----|-----|-----|-----|-------|-----|------|-----|-----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|   |      | BY MONTH |     |     |     |     |       |     |      |     |     |       |     |     |     |     |     |     |     |     |     |     |
|   | \$\$ | Jun      | Jul | Aug | Sep | Oct | Total | FBR | \$\$ | Nov | Dec | Jan   | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov |
| N |      | 55       | 56  | 57  | 58  | 59  |       |     |      | 60  | 61  | 62    | 63  | 64  | 65  | 66  | 67  | 68  | 69  | 70  | 71  | 72  |

**Bus Delivery per Contract - Base ( Bu**

**Bus Delivery per Contract - Option ( Bu**

**bus Delivery per Contract - (**

## DIRECT - PROJECT MANAGEMENT

[illegible]

**RECT - BUS SHELL MANUFACTURING**

#####

[illegible]

**RECT - CHASSIS/PPU/PPA MANUFACTURING**

[illegible]

**RECT - BUS ASSEMBLY / FINAL ASSEMBLY**

[illegible]

**OP28367**

**DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --**

[illegible]

# LOCAL EMPLOYMENT PLAN

OP28367

## DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

|       | 20 17 | BY MONTH |       |       |       |       |       |       | 20 18 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        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       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |   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| 20 17 | 20 18 | 20 19    | 20 20 | 20 21 | 20 22 | 20 23 | 20 24 | 20 25 | 20 26 | 20 27 | 20 28 | 20 29 | 20 30 | 20 31 | 20 32 | 20 33 | 20 34 | 20 35 | 20 36 | 20 37 | 20 38 | 20 39 | 20 40 | 20 41 | 20 42 | 20 43 | 20 44 | 20 45 | 20 46 | 20 47 | 20 48 | 20 49 | 20 50 | 20 51 | 20 52 | 20 53 | 20 54 | 20 55 | 20 56 | 20 57 | 20 58 | 20 59 | 20 60 | 20 61 | 20 62 | 20 63 | 20 64 | 20 65 | 20 66 | 20 67 | 20 68 | 20 69 | 20 70 | 20 71 | 20 72 | 20 73 | 20 74 | 20 75 | 20 76 | 20 77 | 20 78 | 20 79 | 20 80 | 20 81 | 20 82 | 20 83 | 20 84 | 20 85 | 20 86 | 20 87 | 20 88 | 20 89 | 20 90 | 20 91 | 20 92 | 20 93 | 20 94 | 20 95 | 20 96 | 20 97 | 20 98 | 20 99 | 20 100 | 20 101 | 20 102 | 20 103 | 20 104 | 20 105 | 20 106 | 20 107 | 20 108 | 20 109 | 20 110 | 20 111 | 20 112 | 20 113 | 20 114 | 20 115 | 20 116 | 20 117 | 20 118 | 20 119 | 20 120 | 20 121 | 20 122 | 20 123 | 20 124 | 20 125 | 20 126 | 20 127 | 20 128 | 20 129 | 20 130 | 20 131 | 20 132 | 20 133 | 20 134 | 20 135 | 20 136 | 20 137 | 20 138 | 20 139 | 20 140 | 20 141 | 20 142 | 20 143 | 20 144 | 20 145 | 20 146 | 20 147 | 20 148 | 20 149 | 20 150 | 20 151 | 20 152 | 20 153 | 20 154 | 20 155 | 20 156 | 20 157 | 20 158 | 20 159 | 20 160 | 20 161 | 20 162 | 20 163 | 20 164 | 20 165 | 20 166 | 20 167 | 20 168 | 20 169 | 20 170 | 20 171 | 20 172 | 20 173 | 20 174 | 20 175 | 20 176 | 20 177 | 20 178 | 20 179 | 20 180 | 20 181 | 20 182 | 20 183 | 20 184 | 20 185 | 20 186 | 20 187 | 20 188 | 20 189 | 20 190 | 20 191 | 20 192 | 20 193 | 20 194 | 20 195 | 20 196 | 20 197 | 20 198 | 20 199 | 20 200 | 20 201 | 20 202 | 20 203 | 20 204 | 20 205 | 20 206 | 20 207 | 20 208 | 20 209 | 20 210 | 20 211 | 20 212 | 20 213 | 20 214 | 20 215 | 20 216 | 20 217 | 20 218 | 20 219 | 20 220 | 20 221 | 20 222 | 20 223 | 20 224 | 20 225 | 20 226 | 20 227 | 20 228 | 20 229 | 20 230 | 20 231 | 20 232 | 20 233 | 20 234 | 20 235 | 20 236 | 20 237 | 20 238 | 20 239 | 20 240 | 20 241 | 20 242 | 20 243 | 20 244 | 20 245 | 20 246 | 20 247 | 20 248 | 20 249 | 20 250 | 20 251 | 20 252 | 20 253 | 20 254 | 20 255 | 20 256 | 20 257 | 20 258 | 20 259 | 20 260 | 20 261 | 20 262 | 20 263 | 20 264 | 20 265 | 20 266 | 20 267 | 20 268 | 20 269 | 20 270 | 20 271 | 20 272 | 20 273 | 20 274 | 20 275 | 20 276 | 20 277 | 20 278 | 20 279 | 20 280 | 20 281 | 20 282 | 20 283 | 20 284 | 20 285 | 20 286 | 20 287 | 20 288 | 20 289 | 20 290 | 20 291 | 20 292 | 20 293 | 20 294 | 20 295 | 20 296 | 20 297 | 20 298 | 20 299 | 20 300 | 20 301 | 20 302 | 20 303 | 20 304 | 20 305 | 20 306 | 20 307 | 20 308 | 20 309 | 20 310 | 20 311 | 20 312 | 20 313 | 20 314 | 20 315 | 20 316 | 20 317 | 20 318 | 20 319 | 20 320 | 20 321 | 20 322 | 20 323 | 20 324 | 20 325 | 20 326 | 20 327 | 20 328 | 20 329 | 20 330 | 20 331 | 20 332 | 20 333 | 20 334 | 20 335 | 20 336 | 20 337 | 20 338 | 20 339 | 20 340 | 20 341 | 20 342 | 20 343 | 20 344 | 20 345 | 20 346 | 20 347 | 20 348 | 20 349 | 20 350 | 20 351 | 20 352 | 20 353 | 20 354 | 20 355 | 20 356 | 20 357 | 20 358 | 20 359 | 20 360 | 20 361 | 20 362 | 20 363 | 20 364 | 20 365 | 20 366 | 20 367 | 20 368 | 20 369 | 20 370 | 20 371 | 20 372 | 20 373 | 20 374 | 20 375 | 20 376 | 20 377 | 20 378 | 20 379 | 20 380 | 20 381 | 20 382 | 20 383 | 20 384 | 20 385 | 20 386 | 20 387 | 20 388 | 20 389 | 20 390 | 20 391 | 20 392 | 20 393 | 20 394 | 20 395 | 20 396 | 20 397 | 20 398 | 20 399 | 20 400 | 20 401 | 20 402 | 20 403 | 20 404 | 20 405 | 20 406 | 20 407 | 20 408 | 20 409 | 20 410 | 20 411 | 20 412 | 20 413 | 20 414 | 20 415 | 20 416 | 20 417 | 20 418 | 20 419 | 20 420 | 20 421 | 20 422 | 20 423 | 20 424 | 20 425 | 20 426 | 20 427 | 20 428 | 20 429 | 20 430 | 20 431 | 20 432 | 20 433 | 20 434 | 20 435 | 20 436 | 20 437 | 20 438 | 20 439 | 20 440 | 20 441 | 20 442 | 20 443 | 20 444 | 20 445 | 20 446 | 20 447 | 20 448 | 20 449 | 20 450 | 20 451 | 20 452 | 20 453 | 20 454 | 20 455 | 20 456 | 20 457 | 20 458 | 20 459 | 20 460 | 20 461 | 20 462 | 20 463 | 20 464 | 20 465 | 20 466 | 20 467 | 20 468 | 20 469 | 20 470 | 20 471 | 20 472 | 20 473 | 20 474 | 20 475 | 20 476 | 20 477 | 20 478 | 20 479 | 20 480 | 20 481 | 20 482 | 20 483 | 20 484 | 20 485 | 20 486 | 20 487 | 20 488 | 20 489 | 20 490 | 20 491 | 20 492 | 20 493 | 20 494 | 20 495 | 20 496 | 20 497 | 20 498 | 20 499 | 20 500 | 20 501 | 20 502 | 20 503 | 20 504 | 20 505 | 20 506 | 20 507 | 20 508 | 20 509 | 20 510 | 20 511 | 20 512 | 20 513 | 20 514 | 20 515 | 20 516 | 20 517 | 20 518 | 20 519 | 20 520 | 20 521 | 20 522 | 20 523 | 20 524 | 20 525 | 20 526 | 20 527 | 20 528 | 20 529 | 20 530 | 20 531 | 20 532 | 20 533 | 20 534 | 20 535 | 20 536 | 20 537 | 20 538 | 20 539 | 20 540 | 20 541 | 20 542 | 20 543 | 20 544 | 20 545 | 20 546 | 20 547 | 20 548 | 20 549 | 20 550 | 20 551 | 20 552 | 20 553 | 20 554 | 20 555 | 20 556 | 20 557 | 20 558 | 20 559 | 20 560 | 20 561 | 20 562 | 20 563 | 20 564 | 20 565 | 20 566 | 20 567 | 20 568 | 20 569 | 20 570 | 20 571 | 20 572 | 20 573 | 20 574 | 20 575 | 20 576 | 20 577 | 20 578 | 20 579 | 20 580 | 20 581 | 20 582 | 20 583 | 20 584 | 20 585 | 20 586 | 20 587 | 20 588 | 20 589 | 20 590 | 20 591 | 20 592 | 20 593 | 20 594 | 20 595 | 20 596 | 20 597 | 20 598 | 20 599 | 20 600 | 20 601 | 20 602 | 20 603 | 20 604 | 20 605 | 20 606 | 20 607 | 20 608 | 20 609 | 20 610 | 20 611 | 20 612 | 20 613 | 20 614 | 20 615 | 20 616 | 20 617 | 20 618 | 20 619 | 20 620 | 20 621 | 20 622 | 20 623 | 20 624 | 20 625 | 20 626 | 20 627 | 20 628 | 20 629 | 20 630 | 20 631 | 20 632 | 20 633 | 20 634 | 20 635 | 20 636 | 20 637 | 20 638 | 20 639 | 20 640 | 20 641 | 20 642 | 20 643 | 20 644 | 20 645 | 20 646 | 20 647 | 20 648 | 20 649 | 20 650 | 20 651 | 20 652 | 20 653 | 20 654 | 20 655 | 20 656 | 20 657 | 20 658 | 20 659 | 20 660 | 20 661 | 20 662 | 20 663 | 20 664 | 20 665 | 20 666 | 20 667 | 20 668 | 20 669 | 20 670 | 20 671 | 20 672 | 20 673 | 20 674 | 20 675 | 20 676 | 20 677 | 20 678 | 20 679 | 20 680 | 20 681 | 20 682 | 20 683 | 20 684 | 20 685 | 20 686 | 20 687 | 20 688 | 20 689 | 20 690 | 20 691 | 20 692 | 20 693 | 20 694 | 20 695 | 20 696 | 20 697 | 20 698 | 20 699 | 20 700 | 20 701 | 20 702 | 20 703 | 20 704 | 20 705 | 20 706 | 20 707 | 20 708 | 20 709 | 20 710 | 20 711 | 20 712 | 20 713 | 20 714 | 20 715 | 20 716 | 20 717 | 20 718 | 20 719 | 20 720 | 20 721 | 20 722 | 20 723 | 20 724 | 20 725 | 20 726 | 20 727 | 20 728 | 20 729 | 20 730 | 20 731 | 20 732 | 20 733 | 20 734 | 20 735 | 20 736 | 20 737 | 20 738 | 20 739 | 20 740 | 20 741 | 20 742 | 20 743 | 20 744 | 20 745 | 20 746 | 20 747 | 20 748 | 20 749 | 20 750 | 20 751 | 20 752 | 20 753 | 20 754 | 20 755 | 20 756 | 20 757 | 20 758 | 20 759 | 20 760 | 20 761 | 20 762 | 20 763 | 20 764 | 20 765 | 20 766 | 20 767 | 20 768 | 20 769 | 20 770 | 20 771 | 20 772 | 20 773 | 20 774 | 20 775 | 20 776 | 20 777 | 20 778 | 20 779 | 20 780 | 20 781 | 20 782 | 20 783 | 20 784 | 20 785 | 20 786 | 20 787 | 20 788 | 20 789 | 20 790 | 20 791 | 20 792 | 20 793 | 20 794 | 20 795 | 20 796 | 20 797 | 20 798 | 20 799 | 20 800 | 20 801 | 20 802 | 20 803 | 20 804 | 20 805 | 20 806 | 20 807 | 20 808 | 20 809 | 20 810 | 20 811 | 20 812 | 20 813 | 20 814 | 20 815 | 20 816 | 20 817 | 20 818 | 20 819 | 20 820 | 20 821 | 20 822 | 20 823 | 20 824 | 20 825 | 20 826 | 20 827 | 20 828 | 20 829 | 20 830 | 20 831 | 20 832 | 20 833 | 20 834 | 20 835 | 20 836 | 20 837 | 20 838 | 20 839 | 20 840 | 20 841 | 20 842 | 20 843 | 20 844 | 20 845 | 20 846 | 20 847 | 20 848 | 20 849 | 20 850 | 20 851 | 20 852 | 20 853 | 20 854 | 20 855 | 20 856 | 20 857 | 20 858 | 20 859 | 20 860 | 20 861 | 20 862 | 20 863 | 20 864 | 20 865 | 20 866 | 20 867 | 20 868 | 20 869 | 20 870 | 20 871 | 20 872 | 20 873 | 20 874 | 20 875 | 20 876 | 20 877 | 20 878 | 20 879 | 20 880 | 20 881 | 20 882 | 20 883 | 20 884 | 20 885 | 20 886 | 20 887 | 20 888 | 20 889 | 20 890 | 20 891 | 20 892 | 20 893 | 20 894 | 20 895 | 20 896 | 20 897 | 20 898 | 20 899 | 20 900 | 20 901 | 20 902 | 20 903 | 20 904 | 20 905 | 20 906 | 20 907 | 20 908 | 20 909 | 20 910 | 20 911 | 20 912 | 20 913 | 20 914 | 20 915 | 20 916 | 20 917 | 20 918 | 20 919 | 20 920 | 20 921 | 20 922 | 20 923 | 20 924 | 20 925 | 20 926 | 20 927 | 20 928 | 20 929 | 20 930 | 20 931 | 20 932 | 20 933 | 20 934 | 20 935 | 20 936 | 20 937 | 20 938 | 20 939 | 20 940 | 20 941 | 20 942 | 20 943 | 20 944 | 20 945 | 20 946 | 20 947 | 20 948 | 20 949 | 20 950 | 20 951 | 20 952 | 20 953 | 20 954 | 20 955 | 20 956 | 20 957 | 20 958 | 20 959 | 20 960 | 20 961 | 20 962 | 20 963 | 20 964 | 20 965 | 20 966 | 20 967 | 20 968 | 20 969 | 20 970 | 20 971 | 20 972 | 20 973 | 20 974 | 20 975 | 20 976 | 20 977 | 20 978 | 20 979 | 20 980 | 20 981 | 20 982 | 20 983 | 20 984 | 20 985 | 20 986 | 20 987 | 20 988 | 20 989 | 20 990 | 20 991 | 20 992 | 20 993 | 20 994 | 20 995 | 20 996 | 20 997 | 20 998 | 20 999 | 20 1000 |

Bus Delivery per Contract - Base (  Bu

Bus Delivery per Contract - Option (  Bu

bus Delivery per Contract - (

OTES: Labor categories shown above are



# LOCAL EMPLOYMENT PLAN

OP28367

## DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  | 20 19 BY MONTH |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
|-----------------------------------------------|--|--|--|--|-----|--|--|--|--|--|--|--|--|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|------|--|--|--|--|
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  | Dec            | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total | FBR | \$\$ |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  | N 73           | 74  | 75  | 76  | 77  |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| Bus Delivery per Contract - Base ( __ Bu      |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| Bus Delivery per Contract - Option ( __ Bu    |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| bus Delivery per Contract - (                 |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| <u>DIRECT - PROJECT MANAGEMENT</u>            |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| uality Manager                                |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| roduction Supervisor(s)                       |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| /arehouse Supervisor(s)                       |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| dmin Assistant(s)                             |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| esign Engineer(s)                             |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| eld Service Engineer(s)                       |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| <u>DIRECT - BUS SHELL MANUFACTURING</u>       |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| /elder(s)                                     |  |  |  |  | ### |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| ainter(s)                                     |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| A/QC Tech(s) / Inspector(s)                   |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| <u>DIRECT - CHASSIS/PPU/PPA MANUFACTURING</u> |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| /elder(s)                                     |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| ainter(s)                                     |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| A/QC Tech(s) / Inspector(s)                   |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| <u>DIRECT - BUS ASSEMBLY / FINAL ASSEMBLY</u> |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     |     |     |     |     |     |     |     |     |     |     |       |     |      |  |  |  |  |
| ssembler(s)                                   |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| ectrical Tech(s)                              |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| echanical Tech(s)                             |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
| A/QC Tech(s) / Inspector(s)                   |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |
|                                               |  |  |  |  |     |  |  |  |  |  |  |  |  |                |     |     | 0   |     |     | \$0 |     |     |     |     |     |     |       |     |      |  |  |  |  |

**OP28367**

### DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

[illegible]



# LOCAL EMPLOYMENT PLAN

OP28367

## DIRECT INDIRECT FULL-TIME EQUIVALENT MANPOWER SUMMARY FOR BASE BUY OPTIONS --

| BY MONTH         |     |     |     |     |     |     |     |     |     |     |     |     |  | Total | FBR | \$\$ |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|-------|-----|------|
| Dec              | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |  |       |     |      |
| N 73 74 75 76 77 |     |     |     |     |     |     |     |     |     |     |     |     |  |       |     |      |

Bus Delivery per Contract - Base ( \_ Bu

Bus Delivery per Contract - Option ( \_ Bu

bus Delivery per Contract - (

OTES: Labor categories shown above are

**PRICING FORMS**  
FORM PF-1 TO FORM PF-5

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-1 (CNG - 40') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**1.0 BASE BUY CONTRACT FOR UP TO 295 BUSES**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 1          | 295         | 40' Low Floor CNG Buses (Base Buy)                | \$                | \$                 |
| 2          | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 3          | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 4          | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 5          | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 6          | 55          | Manuals (TS 5.6.4)                                | Lump Sum          | \$                 |
| 7          | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 8          | 1,000       | Training Hours                                    | \$                | \$                 |
| 9          | 295         | Vehicle Delivery Charge                           | \$                | \$                 |
| 10         | 295         | Tax                                               | \$                | \$                 |

1.0 Total Price for CONTRACT for 295 Base Buy Buses (Sum of Items "1" through "9") to be the BASIS for Price Proposal evaluation

In U.S. Dollars Using Words:

In U.S. Dollars Using Figures: **\$0.00**

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-1 (CNG - 40') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**2.0 OPTION BUY CONTRACT TO BUY 305 BUSES**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 11         | 305         | 40' Low Floor CNG Buses (Option Buy)              | \$                | \$                 |
| 12         | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 13         | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 14         | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 15         | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 16         | 35          | Manuals for Option Vehicles (TS 5.6.4)            | Lump Sum          | \$                 |
| 17         | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 18         | 175         | Training Hours for Options Vehicles               | \$                | \$                 |
| 19         | 305         | Vehicle Delivery Charge for Option Vehicles       | \$                | \$                 |
| 20         | 305         | Tax (OptionBuy)                                   | \$                | \$                 |

2.0 Total Price for CONTRACT for 305 Option Buy Buses (Sum of Items "11" through "20") to be the BASIS for Price Proposal evaluation

In U.S. Dollars Using Words:

In U.S. Dollars Using Figures: **\$0.00**

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-1 (CNG - 40') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**3.0 OPTIONAL VEHICLE CONFIGURATION**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                                            | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|-----------------------------------------------------------------------|-------------------|--------------------|
| 21         | 1           | 3 ADA Securement Configuration TS 81.5 (Total 21a - 21d)              | \$                | \$                 |
| 21a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 21b        |             | Labor Installation Costs                                              | \$                |                    |
| 21c        |             | Non Recurring Cost                                                    | \$                |                    |
| 21d        |             | Other Costs (Identify)                                                | \$                |                    |
| 22         | 1           | 4 ADA Securement Configuration TS 81.5 (Total 22a - 22d)              | \$                | \$                 |
| 22a        |             | Direct Materials/Equipment                                            | \$                | \$                 |
| 22b        |             | Labor Installation Costs                                              | \$                | \$                 |
| 22c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 22d        |             | Other Costs (Identify)                                                | \$                | \$                 |
| 23         | 600         | Low Nox Engine                                                        | \$                | \$                 |
| 24         | 600         | 25-Year Certified CNG Tanks                                           | \$                | \$                 |
| 25         | 600         | Complete Automatic Passenger Counter System TS 86.3 (Total 25a - 25d) | \$                |                    |
| 25a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 25b        |             | Labor Installation Costs                                              | \$                |                    |
| 25c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 25d        |             | Other Costs (Identify)                                                | \$                |                    |

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-1 (CNG - 40') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

|                                                                                               |     |                                                             |    |                                       |
|-----------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------|----|---------------------------------------|
| 26                                                                                            | 600 | Enhanced 360 degree Camera System TS 86.1 (Total 26a - 26d) | \$ |                                       |
| 26a                                                                                           |     | Direct Materials/Equipment                                  | \$ |                                       |
| 26b                                                                                           |     | Labor Installation Costs                                    | \$ |                                       |
| 26c                                                                                           |     | Non Recurring Cost                                          | \$ |                                       |
| 26d                                                                                           |     | Other Costs (Identify)                                      | \$ |                                       |
| 27                                                                                            | 600 | USB Ports for Passenger Charging Only                       | \$ |                                       |
| 28                                                                                            | 600 | Optional Wireless Stop Request Switches (Bus set)           | \$ |                                       |
|                                                                                               |     |                                                             |    |                                       |
| 3.0 Total Price for OPTIONAL VEHICLE CONFIGURATION (Sum of Items "21, 22, 23, 24, 25 and 26") |     |                                                             |    |                                       |
|                                                                                               |     |                                                             |    |                                       |
| In U.S. Dollars Using Words:                                                                  |     |                                                             |    |                                       |
|                                                                                               |     |                                                             |    | In U.S. Dollars Using Figures: \$0.00 |

**GROUP A - UP TO 600 40' CNG BUSES**

**FORM PF-1A (CNG - 40')  
SUBSYSTEM EQUIPMENT**

Proposer: \_\_\_\_\_

RFP No. OP28367

Base Buy or Option No: \_\_\_\_\_

(Duplicate this form for each Contract Option)

| <u>NO.</u>                                                                                                                                       | <u>DESCRIPTION OF ITEM</u>                                |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------|
| 1                                                                                                                                                | Purchased Subsystem Equipment (Items 1.1 through 1.18) ** |            |
| 1.1 TS 9.                                                                                                                                        | Propulsion Power Assembly (PPA)                           | \$0        |
| 1.2 TS 9.                                                                                                                                        | Engine                                                    | \$0        |
| 1.3 TS 10.                                                                                                                                       | Cooling System                                            | \$0        |
| 1.4 TS 18.                                                                                                                                       | Fuel System                                               | \$0        |
| 1.5 TS 31.                                                                                                                                       | Suspension                                                | \$0        |
| 1.6 TS 33.                                                                                                                                       | Steering System                                           | \$0        |
| 1.7 TS 37.                                                                                                                                       | Brakes                                                    | \$0        |
| 1.8 TS 39.                                                                                                                                       | Pneumatic System                                          | \$0        |
| 1.9 TS 42.                                                                                                                                       | Charging System                                           | \$0        |
| 1.10 TS 44.                                                                                                                                      | Multiplex Control System                                  | \$0        |
| 1.11 TS 54.                                                                                                                                      | HVAC Climate Control System                               | \$0        |
| 1.12 TS 78.                                                                                                                                      | Passenger Seats                                           | \$0        |
| 1.13 TS 80.                                                                                                                                      | Doors                                                     | \$0        |
| 1.14 TS 82.                                                                                                                                      | Wheelchair                                                | \$0        |
| 1.15 TS 86.                                                                                                                                      | Communications                                            | \$0        |
| <b><u>TOTAL CNG BUS PRICE</u></b>                                                                                                                |                                                           | <b>\$0</b> |
| (Transfer Total Bus Price to Contract Price Summary Form PF-1, Unit Price line Item 1 or Item 10 or Item 15 or Item 20 or Item 25 as applicable) |                                                           |            |
| <b><u>TOTAL ZERO EMISSION BUS PRICE</u></b>                                                                                                      |                                                           | <b>\$0</b> |

Notes: 1. \*\* Price shall include design, engineering, manufacturing/assembly, testing, shipping, profit and other associated costs. Price for each subsystem equipment shall include all applicable apparatus.

2. CONTRACT PRICE SUMMARY (Form PF-1) prices for line items 2 through 9 shall not be included in computing price of any of the line items above.

\_\_\_\_\_  
(Signature of Person Executing Proposal)



**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-2 (CNG- 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO.                    | UNIT    | DESCRIPTION OF ITEM                                | QTY | UNIT PRICE | TOTAL PRICE |
|------------------------|---------|----------------------------------------------------|-----|------------|-------------|
| <b>LOW NOX ENGINE</b>  |         |                                                    |     |            |             |
| 1                      | Ea.     | Propulsion Power Assembly (See Definition in SP-1) | 3   | \$0.00     | \$0.00      |
| 2                      | Ea.     | Air Compressor                                     | 5   | \$0.00     | \$0.00      |
| 3                      | Ea.     | Turbo                                              | 3   | \$0.00     | \$0.00      |
| 4                      | Ea.     | EGR Cooler                                         | 20  | \$0.00     | \$0.00      |
| 5                      | Ea.     | EGR Valve                                          | 10  | \$0.00     | \$0.00      |
| 6                      | Ea.     | Delta P Sensor                                     | 10  | \$0.00     | \$0.00      |
| 7                      | Ea.     | Mass. Air Flow Sensor                              | 10  | \$0.00     | \$0.00      |
| 8                      | Ea.     | Oxygen Sensor                                      | 20  | \$0.00     | \$0.00      |
| 9                      | Ea.     | Catalyst                                           | 5   | \$0.00     | \$0.00      |
| 10                     | Ea.     | Cylinder Head                                      | 5   | \$0.00     | \$0.00      |
| 11                     | Ea.     | Pistons Kits                                       | 60  | \$0.00     | \$0.00      |
| 12                     | Bus Set | Rod Bearings                                       | 10  | \$0.00     | \$0.00      |
| 13                     | Bus Set | Main Bearing                                       | 10  | \$0.00     | \$0.00      |
| 14                     | Ea.     | Liners                                             | 60  | \$0.00     | \$0.00      |
| 15                     | Ea.     | Head Gasket                                        | 5   | \$0.00     | \$0.00      |
| 16                     | Ea.     | Upper Gasket Set                                   | 5   | \$0.00     | \$0.00      |
| 17                     | Ea.     | Oil Pan Gasket                                     | 20  | \$0.00     | \$0.00      |
| 18                     | Ea.     | Stiffener Plate Gasket                             | 20  | \$0.00     | \$0.00      |
| 19                     | Ea.     | Oil Pan                                            | 5   | \$0.00     | \$0.00      |
| 20                     | Ea.     | Throttle Actuator                                  | 5   | \$0.00     | \$0.00      |
| 21                     | Ea.     | Fuel Control Valve                                 | 10  | \$0.00     | \$0.00      |
| 22                     | Ea.     | Ignition Control Module                            | 10  | \$0.00     | \$0.00      |
| 23                     | Ea.     | Ignition Coils                                     | 120 | \$0.00     | \$0.00      |
| 24                     | Ea.     | Engine Harness                                     | 5   | \$0.00     | \$0.00      |
| 25                     | Ea.     | Ignition Harness                                   | 10  | \$0.00     | \$0.00      |
| 26                     | Ea.     | Oil Cooler                                         | 5   | \$0.00     | \$0.00      |
| 27                     | Ea.     | Lube Pump                                          | 5   | \$0.00     | \$0.00      |
| 28                     | Ea.     | Front Crank Seal                                   | 10  | \$0.00     | \$0.00      |
| 29                     | Ea.     | Rear Seal                                          | 10  | \$0.00     | \$0.00      |
| 30                     | Ea.     | Water Pump                                         | 10  | \$0.00     | \$0.00      |
| 31                     | Ea.     | Vibration Damper                                   | 10  | \$0.00     | \$0.00      |
| 32                     | Ea.     | Belt Tensioner (If applicable)                     | 20  | \$0.00     | \$0.00      |
| 33                     | Ea.     | Coolant Temperature Sensor                         | 20  | \$0.00     | \$0.00      |
| 34                     | Ea.     | Oil Pressure Sensor                                | 10  | \$0.00     | \$0.00      |
| 35                     | Ea.     | Fuel Pressure Sensor                               | 10  | \$0.00     | \$0.00      |
| 36                     | Ea.     | Low Fuel Pressure Regulator                        | 10  | \$0.00     | \$0.00      |
| 37                     | Ea.     | Engine Cradle                                      | 5   | \$0.00     | \$0.00      |
| 38                     | Ea.     | Belt Guard                                         | 5   | \$0.00     | \$0.00      |
| 39                     | Ea.     | Complete Engine Package (See definition in SP-1)   | 4   | \$0.00     | \$0.00      |
| 40                     | Bus Set | Spark Plugs                                        | 15  | \$0.00     | \$0.00      |
| 41                     | Bus Set | Adaptation Kit (Eng to Trans)                      | 3   | \$0.00     | \$0.00      |
| <b>COOLING SYSTEM</b>  |         |                                                    |     |            |             |
| 1                      | Ea.     | Radiator Packages (See definition in SP-1)         | 5   | \$0.00     | \$0.00      |
| 2                      | Ea.     | Thermal Management Controllers                     | 5   | \$0.00     | \$0.00      |
| 3                      | Bus Set | Fan Resistors                                      | 20  | \$0.00     | \$0.00      |
| 4                      | Bus Set | CAN Interface Cables                               | 5   | \$0.00     | \$0.00      |
| 5                      | Ea.     | Fan Reversal LED Panel                             | 5   | \$0.00     | \$0.00      |
| 6                      | Ea.     | Fan Assembly                                       | 30  | \$0.00     | \$0.00      |
| 7                      | Ea.     | Coolant Reservoir                                  | 10  | \$0.00     | \$0.00      |
| 8                      | Ea.     | Transmission Cooler                                | 10  | \$0.00     | \$0.00      |
| 9                      | Bus Set | Pressure Relief Valve                              | 20  | \$0.00     | \$0.00      |
| 10                     | Ea.     | Radiator Cap                                       | 30  | \$0.00     | \$0.00      |
| 11                     | Ea.     | Coolant Overflow Tank                              | 10  | \$0.00     | \$0.00      |
| <b>CHARGING SYSTEM</b> |         |                                                    |     |            |             |



**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-2 (CNG- 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO. | UNIT    | DESCRIPTION OF ITEM                             | QTY | UNIT PRICE | TOTAL PRICE |
|-----|---------|-------------------------------------------------|-----|------------|-------------|
| 1   | Ea.     | Alternator                                      | 10  | \$0.00     | \$0.00      |
| 2   | Ea.     | Voltage Regulators                              | 10  | \$0.00     | \$0.00      |
| 3   | Ea.     | Batteries                                       | 40  | \$0.00     | \$0.00      |
| 4   | Ea.     | Battery Equilizer                               | 20  | \$0.00     | \$0.00      |
| 5   | Ea.     | Battery Disconnect                              | 10  | \$0.00     | \$0.00      |
| 6   | Ea.     | Battery Separator                               | 5   | \$0.00     | \$0.00      |
| 7   | Ea.     | Power Distribution Panel in Battery Compartment | 5   | \$0.00     | \$0.00      |
| 8   | Ea.     | Low Voltage Disconnect                          | 10  | \$0.00     | \$0.00      |
| 9   | Ea.     | Circuit Breaker 80A                             | 20  | \$0.00     | \$0.00      |
| 10  | Ea.     | Circuit Breaker 100A                            | 20  | \$0.00     | \$0.00      |
| 11  | Ea.     | Circuit Breaker 120A or 130A, whichever applies | 20  | \$0.00     | \$0.00      |
| 12  | Bus Set | Fuse and Circuit Breaker Panels                 | 5   | \$0.00     | \$0.00      |

**SUSPENSION**

|   |         |                      |    |        |        |
|---|---------|----------------------|----|--------|--------|
| 1 | Bus Set | Air Ride Beams       | 10 | \$0.00 | \$0.00 |
| 2 | Bus Set | Air Bags             | 20 | \$0.00 | \$0.00 |
| 3 | Ea.     | Front Axle           | 10 | \$0.00 | \$0.00 |
| 4 | Ea.     | Rear Axle            | 10 | \$0.00 | \$0.00 |
| 5 | Bus Set | Radius Rods          | 5  | \$0.00 | \$0.00 |
| 6 | Bus Set | Shocks               | 10 | \$0.00 | \$0.00 |
| 7 | Bus Set | Leveling Valve Front | 10 | \$0.00 | \$0.00 |
| 8 | Bus Set | Leveling Valve Rear  | 10 | \$0.00 | \$0.00 |

**DRIVE TRAIN**

|   |     |                               |    |        |        |
|---|-----|-------------------------------|----|--------|--------|
| 1 | Ea. | Transmission                  | 5  | \$0.00 | \$0.00 |
| 2 | Ea. | TCM Programmed                | 5  | \$0.00 | \$0.00 |
| 3 | Ea. | Adaptation Kit (Trans to Eng) | 2  | \$0.00 | \$0.00 |
| 4 | Ea. | Drive Shaft                   | 10 | \$0.00 | \$0.00 |
| 5 | Ea. | Differential                  | 15 | \$0.00 | \$0.00 |

**STEERING SYSTEM**

|   |         |                              |    |        |        |
|---|---------|------------------------------|----|--------|--------|
| 1 | Bus Set | Steering Gear and Linkage    | 10 | \$0.00 | \$0.00 |
| 2 | Ea.     | Steering Column              | 10 | \$0.00 | \$0.00 |
| 3 | Ea.     | Steering Shaft               | 10 | \$0.00 | \$0.00 |
| 4 | Ea.     | Steering Box Assembly        | 10 | \$0.00 | \$0.00 |
| 5 | Ea.     | Power Steering Gear Assembly | 10 | \$0.00 | \$0.00 |

**PNEUMATIC SYSTEM**

|    |         |                           |    |        |        |
|----|---------|---------------------------|----|--------|--------|
| 1  | Bus Set | Air Tanks (Complete Sets) | 10 | \$0.00 | \$0.00 |
| 2  | Ea.     | Air Dryer                 | 10 | \$0.00 | \$0.00 |
| 3  | Ea.     | Air Governor              | 10 | \$0.00 | \$0.00 |
| 4  | Bus Set | Pressure Reducing Valves  | 10 | \$0.00 | \$0.00 |
| 5  | Bus Set | Check Valves              | 10 | \$0.00 | \$0.00 |
| 6  | Bus Set | Brake Control Valve       | 10 | \$0.00 | \$0.00 |
| 7  | Bus Set | Brake Pedal Valve         | 10 | \$0.00 | \$0.00 |
| 8  | Bus Set | Quick Release Valve       | 10 | \$0.00 | \$0.00 |
| 9  | Bus Set | Parking Relay Valve       | 10 | \$0.00 | \$0.00 |
| 10 | Bus Set | Parking Control Valve     | 10 | \$0.00 | \$0.00 |
| 11 | Bus Set | Air Brake Tubing          | 10 | \$0.00 | \$0.00 |
| 12 | Bus Set | Solenoid Valve Assembly   | 10 | \$0.00 | \$0.00 |

**FUEL SYSTEM**

|   |         |                         |    |        |        |
|---|---------|-------------------------|----|--------|--------|
| 1 | Bus Set | Fuel Cylinder Assembly  | 2  | \$0.00 | \$0.00 |
| 2 | Ea.     | Fill Manifold           | 2  | \$0.00 | \$0.00 |
| 3 | Bus Set | Shut Off Valve Assembly | 5  | \$0.00 | \$0.00 |
| 4 | Bus Set | PRD'S                   | 10 | \$0.00 | \$0.00 |

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-2 (CNG- 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

**Proposer:**

**RFP No.:** OP28367

**RFP Title:** FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO. | UNIT    | DESCRIPTION OF ITEM                         | QTY | UNIT PRICE | TOTAL PRICE |
|-----|---------|---------------------------------------------|-----|------------|-------------|
| 5   | Ea.     | High Fuel Pressure Regulator                | 20  | \$0.00     | \$0.00      |
| 6   | Bus Set | Defueling Valves                            | 5   | \$0.00     | \$0.00      |
| 7   | Ea.     | Low/High Pressure Filter Assembly           | 5   | \$0.00     | \$0.00      |
| 8   | Bus Set | Fuel Pressure Gauges                        | 10  | \$0.00     | \$0.00      |
| 9   | Bus Set | Defueling Switches                          | 5   | \$0.00     | \$0.00      |
| 10  | Bus Set | Manifold Shut Off Valve Assembly            | 10  | \$0.00     | \$0.00      |
| 11  | Bus Set | Solenoid Valve Assembly                     | 10  | \$0.00     | \$0.00      |
| 12  | Bus Set | Fuel Line Assembly                          | 10  | \$0.00     | \$0.00      |
| 13  | Ea.     | Low Pressure Sensor                         | 20  | \$0.00     | \$0.00      |
| 14  | Ea.     | Proximity Switch @ the Fuel Fill Door       | 20  | \$0.00     | \$0.00      |
| 15  | Bus Set | Fuel Line Assembly                          | 5   | \$0.00     | \$0.00      |
| 16  | Bus Set | Vent Tubes                                  | 5   | \$0.00     | \$0.00      |
| 17  | Ea.     | Control Harness                             | 5   | \$0.00     | \$0.00      |
| 18  | Ea.     | Proximity Switch @ the Fast Fill Recepticle | 20  | \$0.00     | \$0.00      |

**DOORS**

|   |         |                                           |   |        |        |
|---|---------|-------------------------------------------|---|--------|--------|
| 1 | Bus Set | Complete Base Plate and Operator Assembly | 5 | \$0.00 | \$0.00 |
| 2 | Bus Set | Front/Rear Turning Shaft Assembly         | 5 | \$0.00 | \$0.00 |
| 3 | Bus Set | Door Panels                               | 5 | \$0.00 | \$0.00 |
| 4 | Bus Set | Door Glass                                | 2 | \$0.00 | \$0.00 |

**BODY INTERIOR**

|    |         |                                 |    |        |        |
|----|---------|---------------------------------|----|--------|--------|
| 1  | Bus Set | Interior AVA Sign Assembly      | 5  | \$0.00 | \$0.00 |
| 2  | Ea.     | Destination Sign Controller     | 2  | \$0.00 | \$0.00 |
| 3  | Ea.     | Next Stop Sign                  | 5  | \$0.00 | \$0.00 |
| 4  | Bus Set | Interior Speaker Assembly       | 10 | \$0.00 | \$0.00 |
| 5  | Ea.     | Microphone Hand Set             | 5  | \$0.00 | \$0.00 |
| 6  | Ea.     | Visor/Sun Shade(s) Front & Side | 10 | \$0.00 | \$0.00 |
| 7  | Bus Set | Access Panels                   | 5  | \$0.00 | \$0.00 |
| 8  | Bus Set | Light Covers                    | 5  | \$0.00 | \$0.00 |
| 9  | Bus Set | Modesty Panels                  | 10 | \$0.00 | \$0.00 |
| 10 | Bus Set | Ceiling Panels                  | 10 | \$0.00 | \$0.00 |
| 11 | Bus Set | Side Wall Trim Panel            | 10 | \$0.00 | \$0.00 |
| 12 | Bus Set | Floor Covering                  | 5  | \$0.00 | \$0.00 |
| 13 | Bus Set | Wheelchair Securement Devices   | 5  | \$0.00 | \$0.00 |
| 14 | Bus Set | Passenger Seat                  | 4  | \$0.00 | \$0.00 |
| 15 | Bus Set | Seat Track                      | 2  | \$0.00 | \$0.00 |
| 16 | Ea.     | Operator Seat                   | 5  | \$0.00 | \$0.00 |
| 17 | Ea.     | Farebox Grabrail                | 4  | \$0.00 | \$0.00 |
| 18 | Bus Set | Manual Release Mechanism        | 6  | \$0.00 | \$0.00 |
| 19 | Bus Set | Passenger Hand Strap            | 10 | \$0.00 | \$0.00 |
| 20 | Ea.     | HVAC Return Grill               | 5  | \$0.00 | \$0.00 |

**BODY EXTERIOR**

|    |         |                                                              |    |        |        |
|----|---------|--------------------------------------------------------------|----|--------|--------|
| 1  | Bus Set | Passenger Windows                                            | 2  | \$0.00 | \$0.00 |
| 2  | Bus Set | Replacement Pass Side Window Glass (if not bonded)           | 2  | \$0.00 | \$0.00 |
| 3  | Bus Set | Side Window Film or Guards                                   | 5  | \$0.00 | \$0.00 |
| 4  | Bus Set | Windshield                                                   | 3  | \$0.00 | \$0.00 |
| 5  | Bus Set | Operator Window                                              | 2  | \$0.00 | \$0.00 |
| 6  | Bus Set | Access Door Set (excluding engine door and HVAC access door) | 3  | \$0.00 | \$0.00 |
| 7  | Ea.     | Engine Door                                                  | 2  | \$0.00 | \$0.00 |
| 8  | Ea.     | HVAC Rear Attic Door                                         | 2  | \$0.00 | \$0.00 |
| 9  | Ea.     | Bike Rack                                                    | 2  | \$0.00 | \$0.00 |
| 10 | Ea.     | Emergency Roof Hatch                                         | 2  | \$0.00 | \$0.00 |
| 11 | Bus Set | Windshield Wiper Assy.                                       | 3  | \$0.00 | \$0.00 |
| 12 | Ea.     | Windshield Washer Reservoir                                  | 2  | \$0.00 | \$0.00 |
| 13 | Bus Set | Mirrors                                                      | 4  | \$0.00 | \$0.00 |
| 14 | Bus Set | Bumper                                                       | 3  | \$0.00 | \$0.00 |
| 15 | Bus Set | Mud Guards                                                   | 3  | \$0.00 | \$0.00 |
| 16 | Ea.     | Head Lights                                                  | 10 | \$0.00 | \$0.00 |
| 17 | Bus Set | Front Turn Signal                                            | 10 | \$0.00 | \$0.00 |
| 18 | Bus Set | Side Marker Lights                                           | 10 | \$0.00 | \$0.00 |

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-2 (CNG- 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO. | UNIT    | DESCRIPTION OF ITEM                                                                                         | QTY | UNIT PRICE | TOTAL PRICE |
|-----|---------|-------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 19  | Bus Set | Rear Door Lights                                                                                            | 10  | \$0.00     | \$0.00      |
| 20  | Bus Set | Under Hood Hazard Lights                                                                                    | 10  | \$0.00     | \$0.00      |
| 21  | Ea.     | License Plate Installation                                                                                  | 5   | \$0.00     | \$0.00      |
| 22  | Bus Set | CNG Tank Cover Installation                                                                                 | 4   | \$0.00     | \$0.00      |
| 23  | Bus Set | Exterior Trim (including fender skirts, exit door trim and trim pieces covering joints between body panels) | 4   | \$0.00     | \$0.00      |

**CLIMATE CONTROL SYSTEM**

|   |     |                 |   |        |        |
|---|-----|-----------------|---|--------|--------|
| 1 | Ea. | Compressor      | 2 | \$0.00 | \$0.00 |
| 2 | Ea. | Controller      | 2 | \$0.00 | \$0.00 |
| 3 | Ea. | Evaporator      | 2 | \$0.00 | \$0.00 |
| 4 | Ea. | Condensor       | 2 | \$0.00 | \$0.00 |
| 5 | Ea. | Blower Assembly | 4 | \$0.00 | \$0.00 |
| 6 | Ea. | Thermostat      | 2 | \$0.00 | \$0.00 |
| 7 | Ea. | Marine Pump     | 3 | \$0.00 | \$0.00 |

**WHEELCHAIR**

|   |         |                    |   |        |        |
|---|---------|--------------------|---|--------|--------|
| 1 | Bus Set | Ramp Assembly      | 3 | \$0.00 | \$0.00 |
| 2 | Bus Set | Valve Assembly     | 2 | \$0.00 | \$0.00 |
| 3 | Bus Set | Electrical Harness | 2 | \$0.00 | \$0.00 |
| 4 | Ea.     | Ramp               | 2 | \$0.00 | \$0.00 |
| 5 | Ea.     | Controller         | 2 | \$0.00 | \$0.00 |
| 6 | Ea.     | Motor              | 3 | \$0.00 | \$0.00 |

**BRAKES**

|   |         |                                                  |    |        |        |
|---|---------|--------------------------------------------------|----|--------|--------|
| 1 | Bus Set | Pressure Switches (include oil for each Bus Set) | 10 | \$0.00 | \$0.00 |
| 2 | Bus Set | Protection Valve                                 | 10 | \$0.00 | \$0.00 |
| 3 | Bus Set | Brake Air Chamber                                | 10 | \$0.00 | \$0.00 |
| 4 | Bus Set | Brake Wear Indicator                             | 5  | \$0.00 | \$0.00 |
| 5 | Ea.     | ABS Electronic Control Unit                      | 5  | \$0.00 | \$0.00 |
| 6 | Ea.     | ABS Harness                                      | 2  | \$0.00 | \$0.00 |
| 7 | Bus Set | ABS Sensor                                       | 5  | \$0.00 | \$0.00 |

**MULTIPLEX CONTROLS SYSTEM**

|   |         |                                       |    |        |        |
|---|---------|---------------------------------------|----|--------|--------|
| 1 | Ea.     | Event Data Recorder                   | 2  | \$0.00 | \$0.00 |
| 2 | Ea.     | DVR                                   | 2  | \$0.00 | \$0.00 |
| 3 | Bus Set | Complete Bus Wiring Harnesses         | 2  | \$0.00 | \$0.00 |
| 4 | Bus Set | Communication Module (Gateway Module) | 10 | \$0.00 | \$0.00 |
| 5 | Bus Set | Multiplex Module                      | 10 | \$0.00 | \$0.00 |
| 6 | Bus Set | Wheels                                | 5  | \$0.00 | \$0.00 |

**TOTAL PARTS BUY** \$0.00

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-2 (CNG- 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

In U.S. Dollars Using Words:

CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-3 (CNG -40') - SCHEDULE B OF PRICES SPECIAL TOOLS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u>                        | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                   | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-----------------------------------|-------------|--------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| <b><u>TOWING</u></b>              |             |                                                                                                              |            |                   |                    |
| 1                                 | Set         | Special Towing Equipment Adapters (TS 24) Note: Make sure towing equipment can do front lift and flat towing | 12         | \$0.00            | \$0.00             |
| 1                                 | Set         | Rear recovery devices / tie downs (TS 24)                                                                    | 2          | \$0.00            | \$0.00             |
| <b><u>DOLLIES</u></b>             |             |                                                                                                              |            |                   |                    |
| 1                                 | Ea.         | PPA Dollies                                                                                                  | 2          | \$0.00            | \$0.00             |
| <b><u>OTHER SPECIAL TOOLS</u></b> |             |                                                                                                              |            |                   |                    |
|                                   |             | OEM to identify and recommend unit(s) required                                                               |            | \$0.00            | \$0.00             |

**TOTAL BUY** \$0.00

**In U.S. Dollars Using Words:** \_\_\_\_\_

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPARE PARTS:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-4 (CNG-40') - SCHEDULE C OF PRICES DIAGNOSTIC TEST EQUIPMENT (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u>                                                            | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                                             | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u>   |
|-----------------------------------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|----------------------|
| <b><u>ENGINE/TRANSMISSION (TS 5.6.5)</u></b>                          |             |                                                                                                                                        |            |                   |                      |
| 1                                                                     | Ea.         | Engine Diagnostic software, including necessary cables and connectors                                                                  | 30         | \$0.00            | \$0.00               |
| 2                                                                     | Ea.         | Transmission diagnostic software, including necessary cables and connectors                                                            | 30         | \$0.00            | \$0.00               |
| 3                                                                     | Ea.         | Nexiq Technologies USB Link PC to Vehicle Interface                                                                                    | 30         | \$0.00            | \$0.00               |
| 4                                                                     | Ea.         | ABS diagnostic software, including necessary cables and connectors                                                                     | 30         | \$0.00            | \$0.00               |
| 5                                                                     | Ea.         | Engine Cooling Diagnostic or Programming Software                                                                                      | 30         | \$0.00            | \$0.00               |
| <b><u>ELECTRICAL SYSTEM (TS 5.6.5)</u></b>                            |             |                                                                                                                                        |            |                   |                      |
| 1                                                                     | Ea.         | Multiplex System PC software and connection kit                                                                                        | 30         | \$0.00            | \$0.00               |
| 2                                                                     | Ea.         | Diagnostic Tablet PC with Bluetooth                                                                                                    | 30         | \$0.00            | \$0.00               |
| 3                                                                     | Ea.         | Energy Storage and BMS management diagnostic software and connection kit to include applicable cables and apapters, registration fees. | 30         | \$0.00            |                      |
| <b><u>INTERIOR (TS 5.6.5)</u></b>                                     |             |                                                                                                                                        |            |                   |                      |
| 1                                                                     | Ea.         | Video Security Diagnostic Kits                                                                                                         | 30         | \$0.00            | \$0.00               |
| 2                                                                     | Ea.         | Destination Sign Diagnostic Equipment                                                                                                  | 30         | \$0.00            | \$0.00               |
| <b><u>HEATING VENTILATION/AIR CONDITIONING (HVAC) (TS 5.6.5.)</u></b> |             |                                                                                                                                        |            |                   |                      |
| 1                                                                     | Ea.         | A/C Interface Software and cable                                                                                                       | 30         | \$0.00            | \$0.00               |
| <b><u>DIAGNOSTIC PCs SPECIFICATIONS (TS 5.6.5)</u></b>                |             |                                                                                                                                        |            |                   |                      |
| 1                                                                     | Ea.         | Diagnostic Laptop PC (See TS 5.6.6 for Specifications)                                                                                 | 30         | \$0.00            | \$0.00               |
| <b><u>DOOR DIAGNOSTIC TOOLS AND EQUIPMENT (TS 5.6.5)</u></b>          |             |                                                                                                                                        |            |                   |                      |
| 1                                                                     | Ea.         | Door System Diagnostic/Programming Software, tools and equipment                                                                       | 30         | \$0.00            | \$0.00               |
| <b><u>COMMUNICATIONS (TS 86.1)</u></b>                                |             |                                                                                                                                        |            |                   |                      |
| 1                                                                     | Ea.         | System Management Tool for use at up to (12) MTA Operating Divisions per TS 86.1                                                       | 1          | \$0.00            | \$0.00               |
| <b><u>TOTAL BUY</u></b>                                               |             |                                                                                                                                        |            |                   | <b><u>\$0.00</u></b> |

**In U.S. Dollars Using Words:**

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:**

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

\_\_\_\_\_  
Date

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-4 (CNG-40') - SCHEDULE C OF PRICES DIAGNOSTIC TEST EQUIPMENT (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

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Print Name

**GROUP A - UP TO 600 40' CNG BUSES**  
**FORM PF-5 (CNG - 40')- SCHEDULE D OF PRICES TRAINING AIDS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                                                          | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| 1          | Ea.         | One complete running engine and transmission assembly, including cooling and fueling systems, mounted on a suitable roll around stand (TS 5.6.3 a.) | 1          | \$0.00            | \$0.00             |
| 2          | Ea.         | Static Transmission Assembly Note: If the Contractor is offering an Allison B400 transmission, a visual transmission is not required (TS 5.6.3 b.)  | 1          | \$0.00            | \$0.00             |
| 3          | Ea.         | Complete Static Front Axle Assembly TS 5.6.3.c.                                                                                                     | 1          | \$0.00            | \$0.00             |
| 4          | Ea.         | Complete Static Rear Axle Assembly TS 5.6.3.d.                                                                                                      | 1          | \$0.00            | \$0.00             |

**ATECH ELECTRICAL TRAINING BOARDS - General Electrical Training (TS 5.6.3 e.)**

|   |     |                                                                  |    |        |        |
|---|-----|------------------------------------------------------------------|----|--------|--------|
| 1 | Kit | GM Specialized Electronic Trainer                                | 10 | \$0.00 | \$0.00 |
| 2 | Kit | GM Electronic Instructor's Guide (Books Only - Stages 1, 2, & 3) | 10 | \$0.00 | \$0.00 |
| 3 | Kit | 4 Resistors                                                      | 10 | \$0.00 | \$0.00 |
| 4 | Kit | Dual Filament Light                                              | 10 | \$0.00 | \$0.00 |
| 5 | Kit | Horn                                                             | 10 | \$0.00 | \$0.00 |
| 6 | Kit | Blank Board                                                      | 10 | \$0.00 | \$0.00 |

**SYSTEM SIMULATION TRAINING BOARDS**

|   |     |                                                                   |   |        |        |
|---|-----|-------------------------------------------------------------------|---|--------|--------|
| 1 | Ea. | Anti-Lock Brake/Air Brake Board (TS 5.6.3.f.)                     | 1 | \$0.00 | \$0.00 |
| 2 | Ea. | Electric Air Conditioning Training Simulator Module (TS 5.6.3.g.) | 1 | \$0.00 | \$0.00 |
| 3 | Ea. | Fire Suppression (TS 5.6.3.h.)                                    | 1 | \$0.00 | \$0.00 |
| 4 | Ea. | Video Security System (TS 5.6.3.i.)                               | 1 | \$0.00 | \$0.00 |
| 5 | Ea. | Destination Sign (TS 5.6.3.j.)                                    | 1 | \$0.00 | \$0.00 |
| 6 | Ea. | Multiplex Electrical Training Board (TS 5.6.3.k.)                 | 2 | \$0.00 | \$0.00 |

**E-LARNING INTERACTIVE TRAINING MEDIA (TS 5.6.3)**

|   |     |           |   |        |        |
|---|-----|-----------|---|--------|--------|
| 1 | Hr. | Module 1  | 6 | \$0.00 | \$0.00 |
|   |     | Module 2  | 3 | \$0.00 | \$0.00 |
|   |     | Module 3  | 3 | \$0.00 | \$0.00 |
|   |     | Module 4  | 2 | \$0.00 | \$0.00 |
|   |     | Module 5  | 4 | \$0.00 | \$0.00 |
|   |     | Module 6  | 2 | \$0.00 | \$0.00 |
|   |     | Module 7  | 2 | \$0.00 | \$0.00 |
|   |     | Module 8  | 1 | \$0.00 | \$0.00 |
|   |     | Module 9  | 1 | \$0.00 | \$0.00 |
|   |     | Module 10 | 1 | \$0.00 | \$0.00 |

**TOTAL BUY** \$0.00

**In U.S. Dollars Using Words:**



GROUP A - UP TO 600 40' CNG BUSES  
FORM PF-5 (CNG - 40')- SCHEDULE D OF PRICES TRAINING AIDS (OPTIONAL)

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS DIAGNOSTIC TEST EQUIPMENT:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-1 (CNG - 60') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**1.0 BASE BUY CONTRACT FOR UP TO 295 BUSES**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 1          | 95          | 60' Low Floor CNG Buses (Base Buy)                | \$                | \$                 |
| 2          | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 3          | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 4          | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 5          | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 6          | 10          | Manuals (TS 5.6.4)                                | Lump Sum          | \$                 |
| 7          | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 8          | 1,000       | Training Hours                                    | \$                | \$                 |
| 9          | 95          | Vehicle Delivery Charge                           | \$                | \$                 |
| 10         | 95          | Tax                                               | \$                | \$                 |

1.0 Total Price for CONTRACT for 295 Base Buy Buses (Sum of Items "1" through "9") to be the BASIS for Price Proposal evaluation

In U.S. Dollars Using Words:

In U.S. Dollars Using Figures: \$0.00

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-1 (CNG - 60') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**2.0 OPTION BUY CONTRACT TO BUY 305 BUSES**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 11         | 305         | 60' Low Floor CNG Buses (Option Buy)              | \$                | \$                 |
| 12         | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 13         | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 14         | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 15         | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 16         | 30          | Manuals for Option Vehicles (TS 5.6.4)            | Lump Sum          | \$                 |
| 17         | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 18         | 175         | Training Hours for Options Vehicles               | \$                | \$                 |
| 19         | 305         | Vehicle Delivery Charge for Option Vehicles       | \$                | \$                 |
| 20         | 305         | Tax (OptionBuy)                                   | \$                | \$                 |

2.0 Total Price for CONTRACT for 305 Option Buy Buses (Sum of Items "11" through "20") to be the BASIS for Price Proposal evaluation

In U.S. Dollars Using Words:

In U.S. Dollars Using Figures: \$0.00

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-1 (CNG - 60') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**3.0 OPTIONAL VEHICLE CONFIGURATION**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                                            | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|-----------------------------------------------------------------------|-------------------|--------------------|
| 21         | 1           | 3 ADA Securement Configuration TS 81.5 (Total 21a - 21d)              | \$                | \$                 |
| 21a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 21b        |             | Labor Installation Costs                                              | \$                |                    |
| 21c        |             | Non Recurring Cost                                                    | \$                |                    |
| 21d        |             | Other Costs (Identify)                                                | \$                |                    |
| 22         | 1           | 4 ADA Securement Configuration TS 81.5 (Total 22a - 22d)              | \$                | \$                 |
| 22a        |             | Direct Materials/Equipment                                            | \$                | \$                 |
| 22b        |             | Labor Installation Costs                                              | \$                | \$                 |
| 22c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 22d        |             | Other Costs (Identify)                                                | \$                | \$                 |
| 23         | 400         | Low Nox Engine                                                        | \$                | \$                 |
| 24         | 400         | 25-Year Certified CNG Tanks                                           | \$                | \$                 |
| 25         | 400         | Complete Automatic Passenger Counter System TS 86.3 (Total 25a - 25d) | \$                |                    |
| 25a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 25b        |             | Labor Installation Costs                                              | \$                |                    |
| 25c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 25d        |             | Other Costs (Identify)                                                | \$                |                    |

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-1 (CNG - 60') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: **FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT**

|                                                                                                      |     |                                                             |    |               |
|------------------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------|----|---------------|
| 26                                                                                                   | 400 | Enhanced 360 degree Camera System TS 86.1 (Total 26a - 26d) | \$ |               |
| 26a                                                                                                  |     | Direct Materials/Equipment                                  | \$ |               |
| 26b                                                                                                  |     | Labor Installation Costs                                    | \$ |               |
| 26c                                                                                                  |     | Non Recurring Cost                                          | \$ |               |
| 26d                                                                                                  |     | Other Costs (Identify)                                      | \$ |               |
| 27                                                                                                   | 400 | USB Ports for Passenger Charging Only                       | \$ |               |
|                                                                                                      |     |                                                             | \$ |               |
| <b>3.0 Total Price for OPTIONAL VEHICLE CONFIGURATION (Sum of Items "21, 22, 23, 24, 25 and 26")</b> |     |                                                             |    |               |
| <b>In U.S. Dollars Using Words:</b>                                                                  |     |                                                             |    |               |
| <b>In U.S. Dollars Using Figures:</b>                                                                |     |                                                             |    | <b>\$0.00</b> |

**GROUP B - UP TO 400 60' CNG BUSES**

**FORM PF-1A (CNG - 60')**

**SUBSYSTEM EQUIPMENT**

**Proposer:** \_\_\_\_\_

**RFP No.:** OP28367

**Base Buy or Option No:** \_\_\_\_\_

(Duplicate this form for each Contract Option)

| <b>NO.</b>                                                                                                                                       | <b>DESCRIPTION OF ITEM</b>                                |  |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--|----------------|
| 1                                                                                                                                                | Purchased Subsystem Equipment (Items 1.1 through 1.18) ** |  |                |
| 1.1                                                                                                                                              | TS 9. Propulsion Power Assembly (PPA)                     |  | \$0            |
| 1.2                                                                                                                                              | TS 9. Engine                                              |  | \$0            |
| 1.3                                                                                                                                              | TS 10. Cooling System                                     |  | \$0            |
| 1.4                                                                                                                                              | TS 18. Fuel System                                        |  | \$0            |
| 1.5                                                                                                                                              | TS 30.3 Articulated Joint System                          |  | \$0            |
| 1.6                                                                                                                                              | TS 31. Suspension                                         |  | \$0            |
| 1.7                                                                                                                                              | TS 33. Steering System                                    |  | \$0            |
| 1.8                                                                                                                                              | TS 37. Brakes                                             |  | \$0            |
| 1.9                                                                                                                                              | TS 39. Pneumatic System                                   |  | \$0            |
| 1.1                                                                                                                                              | TS 42. Charging System                                    |  | \$0            |
| 1.11                                                                                                                                             | TS 44. Multiplex Control System                           |  | \$0            |
| 1.12                                                                                                                                             | TS 54. HVAC Climate Control System                        |  | \$0            |
| 1.13                                                                                                                                             | TS 78. Passenger Seats                                    |  | \$0            |
| 1.14                                                                                                                                             | TS 80. Doors                                              |  | \$0            |
| 1.15                                                                                                                                             | TS 82. Wheelchair                                         |  | \$0            |
| 1.16                                                                                                                                             | TS 86. Communications                                     |  | \$0            |
| <b><u>TOTAL CNG BUS PRICE</u></b>                                                                                                                |                                                           |  | <b>\$0</b>     |
| (Transfer Total Bus Price to Contract Price Summary Form PF-1, Unit Price line Item 1 or Item 10 or Item 15 or Item 20 or Item 25 as applicable) |                                                           |  |                |
| <b><u>TOTAL ZERO EMISSION BUS PRICE</u></b>                                                                                                      |                                                           |  | <b>\$0 \$0</b> |

**Notes:** 1. \*\* Price shall include design, engineering, manufacturing/assembly, testing, shipping, profit and other associated costs. Price for each subsystem equipment shall include all applicable apparatus.

2. CONTRACT PRICE SUMMARY (Form PF-1) prices for line items 2 through 9 shall not be included in computing price of any of the line items above.

\_\_\_\_\_  
(Signature of Person Executing Proposal)



**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-2 (CNG- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO.                    | UNIT    | DESCRIPTION OF ITEM                                | QTY | UNIT PRICE | TOTAL PRICE |
|------------------------|---------|----------------------------------------------------|-----|------------|-------------|
| <b>LOW NOX ENGINE</b>  |         |                                                    |     |            |             |
| 1                      | Ea.     | Propulsion Power Assembly (See Definition in SP-1) | 3   | \$0.00     | \$0.00      |
| 2                      | Ea.     | Air Compressor                                     | 5   | \$0.00     | \$0.00      |
| 3                      | Ea.     | Turbo                                              | 3   | \$0.00     | \$0.00      |
| 4                      | Ea.     | EGR Cooler                                         | 20  | \$0.00     | \$0.00      |
| 5                      | Ea.     | EGR Valve                                          | 10  | \$0.00     | \$0.00      |
| 6                      | Ea.     | Delta P Sensor                                     | 10  | \$0.00     | \$0.00      |
| 7                      | Ea.     | Mass. Air Flow Sensor                              | 10  | \$0.00     | \$0.00      |
| 8                      | Ea.     | Oxygen Sensor                                      | 20  | \$0.00     | \$0.00      |
| 9                      | Ea.     | Catalyst                                           | 5   | \$0.00     | \$0.00      |
| 10                     | Ea.     | Cylinder Head                                      | 5   | \$0.00     | \$0.00      |
| 11                     | Ea.     | Pistons Kits                                       | 60  | \$0.00     | \$0.00      |
| 12                     | Bus Set | Rod Bearings                                       | 10  | \$0.00     | \$0.00      |
| 13                     | Bus Set | Main Bearing                                       | 10  | \$0.00     | \$0.00      |
| 14                     | Ea.     | Liners                                             | 60  | \$0.00     | \$0.00      |
| 15                     | Ea.     | Head Gasket                                        | 5   | \$0.00     | \$0.00      |
| 16                     | Ea.     | Upper Gasket Set                                   | 5   | \$0.00     | \$0.00      |
| 17                     | Ea.     | Oil Pan Gasket                                     | 20  | \$0.00     | \$0.00      |
| 18                     | Ea.     | Stiffener Plate Gasket                             | 20  | \$0.00     | \$0.00      |
| 19                     | Ea.     | Oil Pan                                            | 5   | \$0.00     | \$0.00      |
| 20                     | Ea.     | Throttle Actuator                                  | 5   | \$0.00     | \$0.00      |
| 21                     | Ea.     | Fuel Control Valve                                 | 10  | \$0.00     | \$0.00      |
| 22                     | Ea.     | Ignition Control Module                            | 10  | \$0.00     | \$0.00      |
| 23                     | Ea.     | Ignition Coils                                     | 120 | \$0.00     | \$0.00      |
| 24                     | Ea.     | Engine Harness                                     | 5   | \$0.00     | \$0.00      |
| 25                     | Ea.     | Ignition Harness                                   | 10  | \$0.00     | \$0.00      |
| 26                     | Ea.     | Oil Cooler                                         | 5   | \$0.00     | \$0.00      |
| 27                     | Ea.     | Lube Pump                                          | 5   | \$0.00     | \$0.00      |
| 28                     | Ea.     | Front Crank Seal                                   | 10  | \$0.00     | \$0.00      |
| 29                     | Ea.     | Rear Seal                                          | 10  | \$0.00     | \$0.00      |
| 30                     | Ea.     | Water Pump                                         | 10  | \$0.00     | \$0.00      |
| 31                     | Ea.     | Vibration Damper                                   | 10  | \$0.00     | \$0.00      |
| 32                     | Ea.     | Belt Tensioner (If applicable)                     | 20  | \$0.00     | \$0.00      |
| 33                     | Ea.     | Coolant Temperature Sensor                         | 20  | \$0.00     | \$0.00      |
| 34                     | Ea.     | Oil Pressure Sensor                                | 10  | \$0.00     | \$0.00      |
| 35                     | Ea.     | Fuel Pressure Sensor                               | 10  | \$0.00     | \$0.00      |
| 36                     | Ea.     | Low Fuel Pressure Regulator                        | 10  | \$0.00     | \$0.00      |
| 37                     | Ea.     | Engine Cradle                                      | 5   | \$0.00     | \$0.00      |
| 38                     | Ea.     | Belt Guard                                         | 5   | \$0.00     | \$0.00      |
| 39                     | Ea.     | Complete Engine Package (See definition in SP-1)   | 4   | \$0.00     | \$0.00      |
| 40                     | Bus Set | Spark Plugs                                        | 15  | \$0.00     | \$0.00      |
| 41                     | Bus Set | Adaptation Kit (Eng to Trans)                      | 3   | \$0.00     | \$0.00      |
| <b>COOLING SYSTEM</b>  |         |                                                    |     |            |             |
| 1                      | Ea.     | Radiator Packages (See definition in SP-1)         | 5   | \$0.00     | \$0.00      |
| 2                      | Ea.     | Thermal Management Controllers                     | 5   | \$0.00     | \$0.00      |
| 3                      | Bus Set | Fan Resistors                                      | 20  | \$0.00     | \$0.00      |
| 4                      | Bus Set | CAN Interface Cables                               | 5   | \$0.00     | \$0.00      |
| 5                      | Ea.     | Fan Reversal LED Panel                             | 5   | \$0.00     | \$0.00      |
| 6                      | Ea.     | Fan Assembly                                       | 30  | \$0.00     | \$0.00      |
| 7                      | Ea.     | Coolant Reservoir                                  | 10  | \$0.00     | \$0.00      |
| 8                      | Ea.     | Transmission Cooler                                | 10  | \$0.00     | \$0.00      |
| 9                      | Bus Set | Pressure Relief Valve                              | 20  | \$0.00     | \$0.00      |
| 10                     | Ea.     | Radiator Cap                                       | 30  | \$0.00     | \$0.00      |
| 11                     | Ea.     | Coolant Overflow Tank                              | 10  | \$0.00     | \$0.00      |
| <b>CHARGING SYSTEM</b> |         |                                                    |     |            |             |

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-2 (CNG- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: **OP28367**

RFP Title: **FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT**

| NO. | UNIT    | DESCRIPTION OF ITEM                             | QTY | UNIT PRICE | TOTAL PRICE |
|-----|---------|-------------------------------------------------|-----|------------|-------------|
| 1   | Ea.     | Alternator                                      | 10  | \$0.00     | \$0.00      |
| 2   | Ea.     | Voltage Regulators                              | 10  | \$0.00     | \$0.00      |
| 3   | Ea.     | Batteries                                       | 40  | \$0.00     | \$0.00      |
| 4   | Ea.     | Battery Equilizer                               | 20  | \$0.00     | \$0.00      |
| 5   | Ea.     | Battery Disconnect                              | 10  | \$0.00     | \$0.00      |
| 6   | Ea.     | Battery Separator                               | 5   | \$0.00     | \$0.00      |
| 7   | Ea.     | Power Distribution Panel in Battery Compartment | 5   | \$0.00     | \$0.00      |
| 8   | Ea.     | Low Voltage Disconnect                          | 10  | \$0.00     | \$0.00      |
| 9   | Ea.     | Circuit Breaker 80A                             | 20  | \$0.00     | \$0.00      |
| 10  | Ea.     | Circuit Breaker 100A                            | 20  | \$0.00     | \$0.00      |
| 11  | Ea.     | Circuit Breaker 120A or 130A, whichever applies | 20  | \$0.00     | \$0.00      |
| 12  | Bus Set | Fuse and Circuit Breaker Panels                 | 5   | \$0.00     | \$0.00      |

**SUSPENSION**

|   |         |                      |    |        |        |
|---|---------|----------------------|----|--------|--------|
| 1 | Bus Set | Air Ride Beams       | 10 | \$0.00 | \$0.00 |
| 2 | Bus Set | Air Bags             | 20 | \$0.00 | \$0.00 |
| 3 | Ea.     | Front Axle           | 10 | \$0.00 | \$0.00 |
|   | Ea.     | Center Axle          | 10 | \$0.00 | \$0.00 |
| 4 | Ea.     | Rear Axle            | 10 | \$0.00 | \$0.00 |
| 5 | Bus Set | Radius Rods          | 5  | \$0.00 | \$0.00 |
| 6 | Bus Set | Shocks               | 10 | \$0.00 | \$0.00 |
| 7 | Bus Set | Leveling Valve Front | 10 | \$0.00 | \$0.00 |
| 8 | Bus Set | Leveling Valve Rear  | 10 | \$0.00 | \$0.00 |

**DRIVE TRAIN**

|   |     |                               |    |        |        |
|---|-----|-------------------------------|----|--------|--------|
| 1 | Ea. | Transmission                  | 5  | \$0.00 | \$0.00 |
| 2 | Ea. | TCM Programmed                | 5  | \$0.00 | \$0.00 |
| 3 | Ea. | Adaptation Kit (Trans to Eng) | 2  | \$0.00 | \$0.00 |
| 4 | Ea. | Drive Shaft                   | 10 | \$0.00 | \$0.00 |
| 5 | Ea. | Differential                  | 15 | \$0.00 | \$0.00 |
|   | Ea. | Articulated Joint Assembly    | 5  | \$0.00 | \$0.00 |

**STEERING SYSTEM**

|   |         |                              |    |        |        |
|---|---------|------------------------------|----|--------|--------|
| 1 | Bus Set | Steering Gear and Linkage    | 10 | \$0.00 | \$0.00 |
| 2 | Ea.     | Steering Column              | 10 | \$0.00 | \$0.00 |
| 3 | Ea.     | Steering Shaft               | 10 | \$0.00 | \$0.00 |
| 4 | Ea.     | Steering Box Assembly        | 10 | \$0.00 | \$0.00 |
| 5 | Ea.     | Power Steering Gear Assembly | 10 | \$0.00 | \$0.00 |

**PNEUMATIC SYSTEM**

|    |         |                           |    |        |        |
|----|---------|---------------------------|----|--------|--------|
| 1  | Bus Set | Air Tanks (Complete Sets) | 10 | \$0.00 | \$0.00 |
| 2  | Ea.     | Air Dryer                 | 10 | \$0.00 | \$0.00 |
| 3  | Ea.     | Air Governor              | 10 | \$0.00 | \$0.00 |
| 4  | Bus Set | Pressure Reducing Valves  | 10 | \$0.00 | \$0.00 |
| 5  | Bus Set | Check Valves              | 10 | \$0.00 | \$0.00 |
| 6  | Bus Set | Brake Control Valve       | 10 | \$0.00 | \$0.00 |
| 7  | Bus Set | Brake Pedal Valve         | 10 | \$0.00 | \$0.00 |
| 8  | Bus Set | Quick Release Valve       | 10 | \$0.00 | \$0.00 |
| 9  | Bus Set | Parking Relay Valve       | 10 | \$0.00 | \$0.00 |
| 10 | Bus Set | Parking Control Valve     | 10 | \$0.00 | \$0.00 |
| 11 | Bus Set | Air Brake Tubing          | 10 | \$0.00 | \$0.00 |
| 12 | Bus Set | Solenoid Valve Assembly   | 10 | \$0.00 | \$0.00 |



**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-2 (CNG- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: **OP28367**

RFP Title: **FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT**

| NO.                  | UNIT    | DESCRIPTION OF ITEM                                          | QTY | UNIT PRICE | TOTAL PRICE |
|----------------------|---------|--------------------------------------------------------------|-----|------------|-------------|
| <b>FUEL SYSTEM</b>   |         |                                                              |     |            |             |
| 1                    | Bus Set | Fuel Cylinder Assembly                                       | 2   | \$0.00     | \$0.00      |
| 2                    | Ea.     | Fill Manifold                                                | 2   | \$0.00     | \$0.00      |
| 3                    | Bus Set | Shut Off Valve Assembly                                      | 5   | \$0.00     | \$0.00      |
| 4                    | Bus Set | PRD'S                                                        | 10  | \$0.00     | \$0.00      |
| 5                    | Ea.     | High Fuel Pressure Regulator                                 | 20  | \$0.00     | \$0.00      |
| 6                    | Bus Set | Defueling Valves                                             | 5   | \$0.00     | \$0.00      |
| 7                    | Ea.     | Low/High Pressure Filter Assembly                            | 5   | \$0.00     | \$0.00      |
| 8                    | Bus Set | Fuel Pressure Gauges                                         | 10  | \$0.00     | \$0.00      |
| 9                    | Bus Set | Defueling Switches                                           | 5   | \$0.00     | \$0.00      |
| 10                   | Bus Set | Manifold Shut Off Valve Assembly                             | 10  | \$0.00     | \$0.00      |
| 11                   | Bus Set | Solenoid Valve Assembly                                      | 10  | \$0.00     | \$0.00      |
| 12                   | Bus Set | Fuel Line Assembly                                           | 10  | \$0.00     | \$0.00      |
| 13                   | Ea.     | Low Pressure Sensor                                          | 20  | \$0.00     | \$0.00      |
| 14                   | Ea.     | Proximity Switch @ the Fuel Fill Door                        | 20  | \$0.00     | \$0.00      |
| 15                   | Bus Set | Fuel Line Assembly                                           | 5   | \$0.00     | \$0.00      |
| 16                   | Bus Set | Vent Tubes                                                   | 5   | \$0.00     | \$0.00      |
| 17                   | Ea.     | Control Harness                                              | 5   | \$0.00     | \$0.00      |
| 18                   | Ea.     | Proximity Switch @ the Fast Fill Receptacle                  | 20  | \$0.00     | \$0.00      |
| <b>DOORS</b>         |         |                                                              |     |            |             |
| 1                    | Bus Set | Complete Base Plate and Operator Assembly                    | 5   | \$0.00     | \$0.00      |
| 2                    | Bus Set | Front/Rear Turning Shaft Assembly                            | 5   | \$0.00     | \$0.00      |
| 3                    | Bus Set | Door Panels                                                  | 5   | \$0.00     | \$0.00      |
| 4                    | Bus Set | Door Glass                                                   | 2   | \$0.00     | \$0.00      |
| <b>BODY INTERIOR</b> |         |                                                              |     |            |             |
| 1                    | Bus Set | Interior AVA Sign Assembly                                   | 5   | \$0.00     | \$0.00      |
| 2                    | Ea.     | Destination Sign Controller                                  | 2   | \$0.00     | \$0.00      |
| 3                    | Ea.     | Next Stop Sign                                               | 5   | \$0.00     | \$0.00      |
| 4                    | Bus Set | Interior Speaker Assembly                                    | 10  | \$0.00     | \$0.00      |
| 5                    | Ea.     | Microphone Hand Set                                          | 5   | \$0.00     | \$0.00      |
| 6                    | Ea.     | Visor/Sun Shade(s) Front & Side                              | 10  | \$0.00     | \$0.00      |
| 7                    | Bus Set | Access Panels                                                | 5   | \$0.00     | \$0.00      |
| 8                    | Bus Set | Light Covers                                                 | 5   | \$0.00     | \$0.00      |
| 9                    | Bus Set | Modesty Panels                                               | 10  | \$0.00     | \$0.00      |
| 10                   | Bus Set | Ceiling Panels                                               | 10  | \$0.00     | \$0.00      |
| 11                   | Bus Set | Side Wall Trim Panel                                         | 10  | \$0.00     | \$0.00      |
| 12                   | Bus Set | Floor Covering                                               | 5   | \$0.00     | \$0.00      |
| 13                   | Bus Set | Wheelchair Securement Devices                                | 5   | \$0.00     | \$0.00      |
| 14                   | Bus Set | Passenger Seat                                               | 4   | \$0.00     | \$0.00      |
| 15                   | Bus Set | Seat Track                                                   | 2   | \$0.00     | \$0.00      |
| 16                   | Ea.     | Operator Seat                                                | 5   | \$0.00     | \$0.00      |
| 17                   | Ea.     | Farebox Grabrail                                             | 4   | \$0.00     | \$0.00      |
| 18                   | Bus Set | Manual Release Mechanism                                     | 6   | \$0.00     | \$0.00      |
| 19                   | Bus Set | Passenger Hand Strap                                         | 10  | \$0.00     | \$0.00      |
| 20                   | Ea.     | HVAC Return Grill                                            | 5   | \$0.00     | \$0.00      |
| <b>BODY EXTERIOR</b> |         |                                                              |     |            |             |
| 1                    | Bus Set | Passenger Windows                                            | 2   | \$0.00     | \$0.00      |
| 2                    | Bus Set | Replacement Pass Side Window Glass (if not bonded)           | 2   | \$0.00     | \$0.00      |
| 3                    | Bus Set | Side Window Film or Guards                                   | 5   | \$0.00     | \$0.00      |
| 4                    | Bus Set | Windshield                                                   | 3   | \$0.00     | \$0.00      |
| 5                    | Bus Set | Operator Window                                              | 2   | \$0.00     | \$0.00      |
| 6                    | Bus Set | Access Door Set (excluding engine door and HVAC access door) | 3   | \$0.00     | \$0.00      |
| 7                    | Ea.     | Engine Door                                                  | 2   | \$0.00     | \$0.00      |
| 8                    | Ea.     | HVAC Rear Attic Door                                         | 2   | \$0.00     | \$0.00      |
| 9                    | Ea.     | Bike Rack                                                    | 2   | \$0.00     | \$0.00      |
| 10                   | Ea.     | Emergency Roof Hatch                                         | 2   | \$0.00     | \$0.00      |
| 11                   | Bus Set | Windshield Wiper Assy.                                       | 3   | \$0.00     | \$0.00      |
| 12                   | Ea.     | Windshield Washer Reservoir                                  | 2   | \$0.00     | \$0.00      |
| 13                   | Bus Set | Mirrors                                                      | 4   | \$0.00     | \$0.00      |

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-2 (CNG- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: **OP28367**

RFP Title: **FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT**

| NO. | UNIT    | DESCRIPTION OF ITEM                                                                                         | QTY | UNIT PRICE | TOTAL PRICE |
|-----|---------|-------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 14  | Bus Set | Bumper                                                                                                      | 3   | \$0.00     | \$0.00      |
| 15  | Bus Set | Mud Guards                                                                                                  | 3   | \$0.00     | \$0.00      |
| 16  | Ea.     | Head Lights                                                                                                 | 10  | \$0.00     | \$0.00      |
| 17  | Bus Set | Front Turn Signal                                                                                           | 10  | \$0.00     | \$0.00      |
| 18  | Bus Set | Side Marker Lights                                                                                          | 10  | \$0.00     | \$0.00      |
| 19  | Bus Set | Rear Door Lights                                                                                            | 10  | \$0.00     | \$0.00      |
| 20  | Bus Set | Under Hood Hazard Lights                                                                                    | 10  | \$0.00     | \$0.00      |
| 21  | Ea.     | License Plate Installation                                                                                  | 5   | \$0.00     | \$0.00      |
| 22  | Bus Set | CNG Tank Cover Installation                                                                                 | 4   | \$0.00     | \$0.00      |
| 23  | Bus Set | Exterior Trim (including tender skirts, exit door trim and trim pieces covering joints between body panels) | 4   | \$0.00     | \$0.00      |

**CLIMATE CONTROL SYSTEM**

|   |     |                 |   |        |        |
|---|-----|-----------------|---|--------|--------|
| 1 | Ea. | Compressor      | 2 | \$0.00 | \$0.00 |
| 2 | Ea. | Controller      | 2 | \$0.00 | \$0.00 |
| 3 | Ea. | Evaporator      | 2 | \$0.00 | \$0.00 |
| 4 | Ea. | Condensor       | 2 | \$0.00 | \$0.00 |
| 5 | Ea. | Blower Assembly | 4 | \$0.00 | \$0.00 |
| 6 | Ea. | Thermostat      | 2 | \$0.00 | \$0.00 |
| 7 | Ea. | Marine Pump     | 3 | \$0.00 | \$0.00 |

**WHEELCHAIR**

|   |         |                    |   |        |        |
|---|---------|--------------------|---|--------|--------|
| 1 | Bus Set | Ramp Assembly      | 3 | \$0.00 | \$0.00 |
| 2 | Bus Set | Valve Assembly     | 2 | \$0.00 | \$0.00 |
| 3 | Bus Set | Electrical Harness | 2 | \$0.00 | \$0.00 |
| 4 | Ea.     | Ramp               | 2 | \$0.00 | \$0.00 |
| 5 | Ea.     | Controller         | 2 | \$0.00 | \$0.00 |
| 6 | Ea.     | Motor              | 3 | \$0.00 | \$0.00 |

**BRAKES**

|   |         |                                                  |    |        |        |
|---|---------|--------------------------------------------------|----|--------|--------|
| 1 | Bus Set | Pressure Switches (include all for each Bus Set) | 10 | \$0.00 | \$0.00 |
| 2 | Bus Set | Protection Valve                                 | 10 | \$0.00 | \$0.00 |
| 3 | Bus Set | Brake Air Chamber                                | 10 | \$0.00 | \$0.00 |
| 4 | Bus Set | Brake Wear Indicator                             | 5  | \$0.00 | \$0.00 |
| 5 | Ea.     | ABS Electronic Control Unit                      | 5  | \$0.00 | \$0.00 |
| 6 | Ea.     | ABS Harness                                      | 2  | \$0.00 | \$0.00 |
| 7 | Bus Set | ABS Sensor                                       | 5  | \$0.00 | \$0.00 |

**MULTIPLEX CONTROLS SYSTEM**

|   |         |                                       |    |        |        |
|---|---------|---------------------------------------|----|--------|--------|
| 1 | Ea.     | Event Data Recorder                   | 2  | \$0.00 | \$0.00 |
| 2 | Ea.     | DVR                                   | 2  | \$0.00 | \$0.00 |
| 3 | Bus Set | Complete Bus Wiring Harnesses         | 2  | \$0.00 | \$0.00 |
| 4 | Bus Set | Communication Module (Gateway Module) | 10 | \$0.00 | \$0.00 |
| 5 | Bus Set | Multiplex Module                      | 10 | \$0.00 | \$0.00 |
| 6 | Bus Set | Wheels                                | 5  | \$0.00 | \$0.00 |

**TOTAL PARTS BUY** \$0.00

GROUP B - UP TO 400 60' CNG BUSES  
FORM PF-2 (CNG- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

In U.S. Dollars Using Words: \_\_\_\_\_

CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-3 (CNG -60') - SCHEDULE B OF PRICES SPECIAL TOOLS (OPTIONAL)**

Proposer: \_\_\_\_\_

RFP No.: OP28367

RFP Title: FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u>                        | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                   | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-----------------------------------|-------------|--------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| <b><u>TOWING</u></b>              |             |                                                                                                              |            |                   |                    |
| 1                                 | Set         | Special Towing Equipment Adapters (TS 24) Note: Make sure towing equipment can do front lift and flat towing | 12         | \$0.00            | \$0.00             |
| 1                                 | Set         | Rear recovery devices / tie downs (TS 24)                                                                    | 2          | \$0.00            | \$0.00             |
| <b><u>DOLLIES</u></b>             |             |                                                                                                              |            |                   |                    |
| 1                                 | Ea.         | PPA Dollies                                                                                                  | 2          | \$0.00            | \$0.00             |
| <b><u>OTHER SPECIAL TOOLS</u></b> |             |                                                                                                              |            |                   |                    |
|                                   |             | OEM to identify and recommend unit(s) required                                                               |            | \$0.00            | \$0.00             |

**TOTAL BUY** \$0.00

In U.S. Dollars Using Words: \_\_\_\_\_

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPARE PARTS:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-4 (CNG-60') - SCHEDULE C OF PRICES DIAGNOSTIC TEST EQUIPMENT (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u>                                                            | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                       | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u>   |
|-----------------------------------------------------------------------|-------------|----------------------------------------------------------------------------------|------------|-------------------|----------------------|
| <b><u>ENGINE/TRANSMISSION (TS 5.6.5)</u></b>                          |             |                                                                                  |            |                   |                      |
| 1                                                                     | Ea.         | Engine Diagnostic software, including necessary cables and connectors            | 30         | \$0.00            | \$0.00               |
| 2                                                                     | Ea.         | Transmission diagnostic software, including necessary cables and connectors      | 30         | \$0.00            | \$0.00               |
| 3                                                                     | Ea.         | Nexiq Technologies USB Link PC to Vehicle Interface                              | 30         | \$0.00            | \$0.00               |
| 4                                                                     | Ea.         | ABS diagnostic software, including necessary cables and connectors               | 30         | \$0.00            | \$0.00               |
| 5                                                                     | Ea.         | Engine Cooling Diagnostic or Programming Software                                | 30         | \$0.00            | \$0.00               |
| <b><u>ELECTRICAL SYSTEM (TS 5.6.5)</u></b>                            |             |                                                                                  |            |                   |                      |
| 1                                                                     | Ea.         | Multiplex System PC software and connection kit                                  | 30         | \$0.00            | \$0.00               |
| 2                                                                     | Ea.         | Diagnostic Tablet PC with Bluetooth                                              | 30         | \$0.00            | \$0.00               |
| <b><u>INTERIOR (TS 5.6.5)</u></b>                                     |             |                                                                                  |            |                   |                      |
| 1                                                                     | Ea.         | Video Security Diagnostic Kits                                                   | 30         | \$0.00            | \$0.00               |
| 2                                                                     | Ea.         | Destination Sign Diagnostic Equipment                                            | 30         | \$0.00            | \$0.00               |
| <b><u>HEATING VENTILATION/AIR CONDITIONING (HVAC) (TS 5.6.5.)</u></b> |             |                                                                                  |            |                   |                      |
| 1                                                                     | Ea.         | A/C Interface Software and cable                                                 | 30         | \$0.00            | \$0.00               |
| <b><u>DIAGNOSTIC PCs SPECIFICATIONS (TS 5.6.5)</u></b>                |             |                                                                                  |            |                   |                      |
| 1                                                                     | Ea.         | Diagnostic Laptop PC (See TS 5.6.6 for Specifications)                           | 30         | \$0.00            | \$0.00               |
| <b><u>DOOR DIAGNOSTIC TOOLS AND EQUIPMENT (TS 5.6.5)</u></b>          |             |                                                                                  |            |                   |                      |
| 1                                                                     | Ea.         | Door System Diagnostic/Programming Software, tools and equipment                 | 30         | \$0.00            | \$0.00               |
| <b><u>COMMUNICATIONS (TS 86.1)</u></b>                                |             |                                                                                  |            |                   |                      |
| 1                                                                     | Ea.         | System Management Tool for use at up to (12) MTA Operating Divisions per TS 86.1 | 1          | \$0.00            | \$0.00               |
| <b><u>TOTAL BUY</u></b>                                               |             |                                                                                  |            |                   | <b><u>\$0.00</u></b> |

In U.S. Dollars Using Words:

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-5 (CNG - 60')- SCHEDULE D OF PRICES TRAINING AIDS (OPTIONAL)**

**Proposer:** \_\_\_\_\_  
**RFP No.:** OP28367  
**RFP Title:** FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                                                                | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| 1          | Ea.         | One complete running engine and transmission assembly, including cooling and fueling systems, mounted on a suitable roll around stand (TS 5.6.3 a.)       | 1          | \$0.00            | \$0.00             |
| 2          | Ea.         | Static Transmission Assembly <u>Note: If the Contractor is offering an Allison B400 transmission, a visual transmission is not required (TS 5.6.3 b.)</u> | 1          | \$0.00            | \$0.00             |
| 3          | Ea.         | Complete Static Front Axle Assembly TS 5.6.3.c.                                                                                                           | 1          | \$0.00            | \$0.00             |
| 4          | Ea.         | Complete Static Rear Axle Assembly TS 5.6.3.d.                                                                                                            | 1          | \$0.00            | \$0.00             |

**ATECH ELECTRICAL TRAINING BOARDS - General Electrical Training (TS 5.6.3 e.)**

|   |     |                                                                  |    |        |        |
|---|-----|------------------------------------------------------------------|----|--------|--------|
| 1 | Kit | GM Specialized Electronic Trainer                                | 10 | \$0.00 | \$0.00 |
| 2 | Kit | GM Electronic Instructor's Guide (Books Only - Stages 1, 2, & 3) | 10 | \$0.00 | \$0.00 |
| 3 | Kit | 4 Resistors                                                      | 10 | \$0.00 | \$0.00 |
| 4 | Kit | Dual Filament Light                                              | 10 | \$0.00 | \$0.00 |
| 5 | Kit | Horn                                                             | 10 | \$0.00 | \$0.00 |
| 6 | Kit | Blank Board                                                      | 10 | \$0.00 | \$0.00 |

**SYSTEM SIMULATION TRAINING BOARDS**

|   |     |                                                                   |   |        |        |
|---|-----|-------------------------------------------------------------------|---|--------|--------|
| 1 | Ea. | Anti-Lock Brake/Air Brake Board (TS 5.6.3.f.)                     | 1 | \$0.00 | \$0.00 |
| 2 | Ea. | Electric Air Conditioning Training Simulator Module (TS 5.6.3.g.) | 1 | \$0.00 | \$0.00 |
| 3 | Ea. | Fire Suppression (TS 5.6.3.h.)                                    | 1 | \$0.00 | \$0.00 |
| 4 | Ea. | Video Security System (TS 5.6.3.i.)                               | 1 | \$0.00 | \$0.00 |
| 5 | Ea. | Destination Sign (TS 5.6.3.j.)                                    | 1 | \$0.00 | \$0.00 |
| 6 | Ea. | Multiplex Electrical Training Board (TS 5.6.3.k.)                 | 2 | \$0.00 | \$0.00 |

**E-LARNING INTERACTIVE TRAINING MEDIA (TS 5.6.3)**

|   |     |           |   |        |        |
|---|-----|-----------|---|--------|--------|
| 1 | Hr. | Module 1  | 6 | \$0.00 | \$0.00 |
|   |     | Module 2  | 3 | \$0.00 | \$0.00 |
|   |     | Module 3  | 3 | \$0.00 | \$0.00 |
|   |     | Module 4  | 2 | \$0.00 | \$0.00 |
|   |     | Module 5  | 4 | \$0.00 | \$0.00 |
|   |     | Module 6  | 2 | \$0.00 | \$0.00 |
|   |     | Module 7  | 2 | \$0.00 | \$0.00 |
|   |     | Module 8  | 1 | \$0.00 | \$0.00 |
|   |     | Module 9  | 1 | \$0.00 | \$0.00 |
|   |     | Module 10 | 1 | \$0.00 | \$0.00 |

**TOTAL BUY** \$0.00

**In U.S. Dollars Using Words:** \_\_\_\_\_

**GROUP B - UP TO 400 60' CNG BUSES**  
**FORM PF-5 (CNG - 60')- SCHEDULE D OF PRICES TRAINING AIDS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') & SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS DIAGNOSTIC TEST EQUIPMENT:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-1 (ZE - 40') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**1.0 BASE BUY CONTRACT FOR UP TO 5 ZE BUSES**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 1          | 5           | 40' Low Floor ZE Buses (Base Buy)                 | \$                | \$                 |
| 2          | 2           | On Route/Opportunity Chargers                     | \$                | \$                 |
| 3          | 5           | Shop/Division Chargers                            | \$                | \$                 |
| 4          | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 5          | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 6          | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 7          | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 8          | 5           | Manuals (TS 5.6.4)                                | Lump Sum          | \$                 |
| 9          | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 10         | 1,000       | Training Hours                                    | \$                | \$                 |
| 11         | 5           | Vehicle Delivery Charge                           | \$                | \$                 |
| 12         | 5           | Tax                                               | \$                | \$                 |

1.0 Total Price for CONTRACT for 295 Base Buy Buses (Sum of Items "1" through "9") to be the BASIS for Price Proposal evaluation

In U.S. Dollars Using Words:

In U.S. Dollars Using Figures: \$0.00



**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-1 (ZE - 40') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**2.0 OPTION BUY CONTRACT TO BUY 95 BUSES**

| <u>No.</u>                     | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|--------------------------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 11                             | 95          | 40' Low Floor ZE Buses (Option Buy)               | \$                | \$                 |
| 12                             | 10          | On Route/Opportunity Chargers                     | \$                | \$                 |
| 13                             | 95          | Shop/Division Chargers                            | \$                | \$                 |
| 14                             | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 15                             | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 16                             | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 17                             | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 18                             | 10          | Manuals for Option Vehicles (TS 5.6.4)            | Lump Sum          | \$                 |
| 19                             | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 20                             | 500         | Training Hours for Options Vehicles               | \$                | \$                 |
| 21                             | 95          | Vehicle Delivery Charge for Option Vehicles       | \$                | \$                 |
| 22                             | 95          | Tax (OptionBuy)                                   | \$                | \$                 |
| In U.S. Dollars Using Figures: |             |                                                   |                   | <b>\$0.00</b>      |

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-1 (ZE - 40') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**3.0 OPTIONAL VEHICLE CONFIGURATION**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                                            | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|-----------------------------------------------------------------------|-------------------|--------------------|
| 21         | 1           | 3 ADA Securement Configuration TS 81.5 (Total 21a - 21d)              | \$                | \$                 |
| 21a        |             | Direct Materials/Equipment                                            | \$                | \$                 |
| 21b        |             | Labor Installation Costs                                              | \$                | \$                 |
| 21c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 21d        |             | Other Costs (Identify)                                                | \$                | \$                 |
| 22         | 1           | 4 ADA Securement Configuration TS 81.5 (Total 22a - 22d)              | \$                | \$                 |
| 22a        |             | Direct Materials/Equipment                                            | \$                | \$                 |
| 22b        |             | Labor Installation Costs                                              | \$                | \$                 |
| 22c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 22d        |             | Other Costs (Identify)                                                | \$                | \$                 |
| 25         | 100         | Complete Automatic Passenger Counter System TS 86.3 (Total 25a - 25d) | \$                |                    |
| 25a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 25b        |             | Labor Installation Costs                                              | \$                |                    |
| 25c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 25d        |             | Other Costs (Identify)                                                | \$                |                    |
| 26         | 100         | Enhanced 360 degree Camera System TS 86.1 (Total 26a - 26d)           | \$                |                    |
| 26a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 26b        |             | Labor Installation Costs                                              | \$                |                    |
| 26c        |             | Non Recurring Cost                                                    | \$                |                    |

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-1 (ZE - 40') - CONTRACT PRICE SUMMARY**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

|                                                                                                  |                                           |    |        |
|--------------------------------------------------------------------------------------------------|-------------------------------------------|----|--------|
| 26d                                                                                              | Other Costs (Identify)                    | \$ |        |
| 27                                                                                               | 100 USB Ports for Passenger Charging Only | \$ |        |
| 3.0 Total Price for OPTIONAL ZE VEHICLE CONFIGURATION (Sum of Items "21, 22, 23, 24, 25 and 26") |                                           |    |        |
| In U.S. Dollars Using Words:                                                                     |                                           |    |        |
| In U.S. Dollars Using Figures:                                                                   |                                           |    | \$0.00 |

**GROUP C - UP TO 100 40' ZE BUSES**  
**SUBSYSTEM COSTS**

Proposer: \_\_\_\_\_

RFP No.: OP28367

Base Buy or Option No: \_\_\_\_\_

| <b><u>NO.</u>    <u>DESCRIPTION OF ITEM</u></b>                                                                                                  |                                                              |                                         | <b>PROPOSED PRICE ESTIMATE</b> |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------|--------------------------------|-----|
| 1                                                                                                                                                | Purchased ZE Subsystem Equipment (Items 1.1 through 1.16) ** |                                         |                                |     |
| 1.1                                                                                                                                              | TS 9.                                                        | Primary Power Unit (PPU)                |                                | \$0 |
| 1.2                                                                                                                                              | TS 9.                                                        | Traction Motor                          |                                | \$0 |
| 1.3                                                                                                                                              | TS 9.                                                        | Electric System Controller              |                                | \$0 |
| 1.4                                                                                                                                              | TS 10.                                                       | Cooling System                          |                                | \$0 |
| 1.5                                                                                                                                              | TS 18.                                                       | Energy Storage System                   |                                | \$0 |
| 1.6                                                                                                                                              | TS 31.                                                       | Suspension                              |                                | \$0 |
| 1.7                                                                                                                                              | TS 33.                                                       | Steering System                         |                                | \$0 |
| 1.8                                                                                                                                              | TS 37.                                                       | Brakes                                  |                                | \$0 |
| 1.9                                                                                                                                              | TS 39.                                                       | Pneumatic System                        |                                | \$0 |
| 1.10                                                                                                                                             | TS 42.                                                       | Low Voltage Generation and Distribution |                                | \$0 |
| 1.11                                                                                                                                             | TS 44.                                                       | Multiplex Control System                |                                | \$0 |
| 1.12                                                                                                                                             | TS 54.                                                       | HVAC Climate Control System             |                                | \$0 |
| 1.13                                                                                                                                             | TS 78.                                                       | Passenger Seats                         |                                | \$0 |
| 1.14                                                                                                                                             | TS 80.                                                       | Doors                                   |                                | \$0 |
| 1.15                                                                                                                                             | TS 82.                                                       | Wheelchair                              |                                | \$0 |
| 1.16                                                                                                                                             | TS 86.                                                       | Communications                          |                                | \$0 |
| <b><u>TOTAL ZE BUS PRICE</u></b>                                                                                                                 |                                                              |                                         |                                | \$0 |
| (Transfer Total Bus Price to Contract Price Summary Form PF-1, Unit Price line Item 1 or Item 10 or Item 15 or Item 20 or Item 25 as applicable) |                                                              |                                         |                                |     |
| <b><u>TOTAL ZERO EMISSION BUS PRICE</u></b>                                                                                                      |                                                              |                                         |                                | \$0 |

**Notes:** 1. \*\* Price shall include design, engineering, manufacturing/assembly, testing, shipping, profit and other associated costs. Price for each subsystem equipment shall include all applicable apparatus.

2. CONTRACT PRICE SUMMARY (Form PF-1) prices for line items 2 through 9 shall not be included in computing price of any of the line items above.

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-2 (ZE 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO.                                            | UNIT    | DESCRIPTION OF ITEM                              | QTY | UNIT PRICE | TOTAL PRICE |
|------------------------------------------------|---------|--------------------------------------------------|-----|------------|-------------|
| <b>PRIMARY PROPULSION UNIT (PPU)</b>           |         |                                                  |     |            |             |
| 1                                              | Ea.     | Primary Propulsion Unit (See Definition in SP-1) | 1   | \$0.00     | \$0.00      |
| 2                                              | Ea.     | Electric System Controller                       | 1   | \$0.00     | \$0.00      |
| 3                                              | Ea.     | Auxiliary Inverter                               | 1   | \$0.00     | \$0.00      |
| 4                                              | Ea.     | Traction Motor                                   | 1   | \$0.00     | \$0.00      |
| 5                                              | Ea.     | Regenerative Braking System                      | 1   | \$0.00     | \$0.00      |
| <b>COOLING SYSTEM</b>                          |         |                                                  |     |            |             |
| 1                                              | Ea.     | Radiator Packages (See definition in SP-1)       | 1   | \$0.00     | \$0.00      |
| 2                                              | Ea.     | Thermal Management Controllers                   | 1   | \$0.00     | \$0.00      |
| 3                                              | Bus Set | Fan Resistors                                    | 1   | \$0.00     | \$0.00      |
| 4                                              | Bus Set | CAN Interface Cables                             | 1   | \$0.00     | \$0.00      |
| 5                                              | Ea.     | Fan Reversal LED Panel                           | 1   | \$0.00     | \$0.00      |
| 6                                              | Ea.     | Fan Assembly                                     | 1   | \$0.00     | \$0.00      |
| 7                                              | Ea.     | Coolant Reservoir                                | 1   | \$0.00     | \$0.00      |
| 8                                              | Ea.     | Radiator Cap                                     | 1   | \$0.00     | \$0.00      |
| 9                                              | Ea.     | Coolant Overflow Tank                            | 1   | \$0.00     | \$0.00      |
| <b>LOW VOLTAGE GENERATION AND DISTRIBUTION</b> |         |                                                  |     |            |             |
| 1                                              | Ea.     | Low Voltage Power Supply                         | 1   | \$0.00     | \$0.00      |
| 2                                              | Ea.     | Voltage Regulators                               | 1   | \$0.00     | \$0.00      |
| 3                                              | Ea.     | Batteries                                        | 1   | \$0.00     | \$0.00      |
| 4                                              | Ea.     | Battery Equalizer                                | 1   | \$0.00     | \$0.00      |
| 5                                              | Ea.     | Battery Disconnect                               | 1   | \$0.00     | \$0.00      |
| 6                                              | Ea.     | Battery Separator                                | 1   | \$0.00     | \$0.00      |
| 7                                              | Ea.     | Power Distribution Panel in Battery Compartment  | 1   | \$0.00     | \$0.00      |
| 8                                              | Ea.     | Low Voltage Disconnect                           | 1   | \$0.00     | \$0.00      |
| 9                                              | Ea.     | Circuit Breaker 80A                              | 1   | \$0.00     | \$0.00      |
| 10                                             | Ea.     | Circuit Breaker 100A                             | 1   | \$0.00     | \$0.00      |
| 11                                             | Ea.     | Circuit Breaker 120A or 130A, whichever applies  | 1   | \$0.00     | \$0.00      |
| 12                                             | Bus Set | Fuse and Circuit Breaker Panels                  | 1   | \$0.00     | \$0.00      |
| <b>HIGH VOLTAGE CHARGING SYSTEM</b>            |         |                                                  |     |            |             |
| 1                                              | Ea.     | Shop/Division Charger                            | 1   | \$0.00     | \$0.00      |
| 2                                              | Ea.     | On Route/Opportunity Charger                     | 1   | \$0.00     | \$0.00      |
| 3                                              | Ea.     | On Board Charger                                 | 1   | \$0.00     | \$0.00      |
| 4                                              | Bus Set | Bus Charging Connectors (Bus and Charging ends)  | 1   | \$0.00     | \$0.00      |
| <b>SUSPENSION</b>                              |         |                                                  |     |            |             |
| 1                                              | Bus Set | Air Ride Beams                                   | 1   | \$0.00     | \$0.00      |
| 2                                              | Bus Set | Air Bags                                         | 1   | \$0.00     | \$0.00      |
| 3                                              | Ea.     | Front Axle                                       | 1   | \$0.00     | \$0.00      |
| 4                                              | Ea.     | Rear Axle                                        | 1   | \$0.00     | \$0.00      |
| 5                                              | Bus Set | Radius Rods                                      | 1   | \$0.00     | \$0.00      |
| 6                                              | Bus Set | Shocks                                           | 1   | \$0.00     | \$0.00      |
| 7                                              | Bus Set | Leveling Valve Front                             | 1   | \$0.00     | \$0.00      |
| 8                                              | Bus Set | Leveling Valve Rear                              | 1   | \$0.00     | \$0.00      |
| <b>DRIVE TRAIN</b>                             |         |                                                  |     |            |             |
| 1                                              | Ea.     | Transmission/Gearbox                             | 1   | \$0.00     | \$0.00      |
| 2                                              | Ea.     | Drive Shaft                                      | 1   | \$0.00     | \$0.00      |
| 3                                              | Ea.     | Differential                                     | 1   | \$0.00     | \$0.00      |
| <b>STEERING SYSTEM</b>                         |         |                                                  |     |            |             |
| 1                                              | Bus Set | Steering Gear and Linkage                        | 1   | \$0.00     | \$0.00      |
| 2                                              | Ea.     | Steering Column                                  | 1   | \$0.00     | \$0.00      |

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-2 (ZE 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO. | UNIT | DESCRIPTION OF ITEM          | QTY | UNIT PRICE | TOTAL PRICE |
|-----|------|------------------------------|-----|------------|-------------|
| 3   | Ea.  | Steering Shaft               | 1   | \$0.00     | \$0.00      |
| 4   | Ea.  | Steering Box Assembly        | 1   | \$0.00     | \$0.00      |
| 5   | Ea.  | Power Steering Gear Assembly | 1   | \$0.00     | \$0.00      |

**PNEUMATIC SYSTEM**

|    |         |                                           |   |        |        |
|----|---------|-------------------------------------------|---|--------|--------|
| 1  | Bus Set | Air Tanks (Complete Sets)                 | 1 | \$0.00 | \$0.00 |
| 2  | Bus Set | Complete Electric Air Compressor Assembly | 1 | \$0.00 | \$0.00 |
| 2  | Ea.     | Air Dryer                                 | 1 | \$0.00 | \$0.00 |
| 3  | Ea.     | Air Governor                              | 1 | \$0.00 | \$0.00 |
| 4  | Bus Set | Pressure Reducing Valves                  | 1 | \$0.00 | \$0.00 |
| 5  | Bus Set | Check Valves                              | 1 | \$0.00 | \$0.00 |
| 6  | Bus Set | Brake Control Valve                       | 1 | \$0.00 | \$0.00 |
| 7  | Bus Set | Brake Pedal Valve                         | 1 | \$0.00 | \$0.00 |
| 8  | Bus Set | Quick Release Valve                       | 1 | \$0.00 | \$0.00 |
| 9  | Bus Set | Parking Relay Valve                       | 1 | \$0.00 | \$0.00 |
| 10 | Bus Set | Parking Control Valve                     | 1 | \$0.00 | \$0.00 |
| 11 | Bus Set | Air Brake Tubing                          | 1 | \$0.00 | \$0.00 |
| 12 | Bus Set | Solenoid Valve Assembly                   | 1 | \$0.00 | \$0.00 |

**HIGH VOLTAGE BATTERY**

|   |         |                                              |   |        |        |
|---|---------|----------------------------------------------|---|--------|--------|
| 1 | Bus Set | Battery Packs                                | 1 | \$0.00 | \$0.00 |
| 2 | Bus Set | Battery Management System                    | 1 | \$0.00 | \$0.00 |
| 3 | Bus Set | High Voltage Disconnect System               | 1 | \$0.00 | \$0.00 |
| 4 | Bus Set | Temperature Control System (Heating/Cooling) | 1 | \$0.00 | \$0.00 |

**DOORS**

|   |         |                                           |   |        |        |
|---|---------|-------------------------------------------|---|--------|--------|
| 1 | Bus Set | Complete Base Plate and Operator Assembly | 1 | \$0.00 | \$0.00 |
| 2 | Bus Set | Front/Rear Turning Shaft Assembly         | 1 | \$0.00 | \$0.00 |
| 3 | Bus Set | Door Panels                               | 1 | \$0.00 | \$0.00 |
| 4 | Bus Set | Door Glass                                | 1 | \$0.00 | \$0.00 |

**BODY INTERIOR**

|    |         |                                 |   |        |        |
|----|---------|---------------------------------|---|--------|--------|
| 1  | Bus Set | Interior AVA Sign Assembly      | 1 | \$0.00 | \$0.00 |
| 2  | Ea.     | Destination Sign Controller     | 1 | \$0.00 | \$0.00 |
| 3  | Ea.     | Next Stop Sign                  | 1 | \$0.00 | \$0.00 |
| 4  | Bus Set | Interior Speaker Assembly       | 1 | \$0.00 | \$0.00 |
| 5  | Ea.     | Microphone Hand Set             | 1 | \$0.00 | \$0.00 |
| 6  | Ea.     | Visor/Sun Shade(s) Front & Side | 1 | \$0.00 | \$0.00 |
| 7  | Bus Set | Access Panels                   | 1 | \$0.00 | \$0.00 |
| 8  | Bus Set | Light Covers                    | 1 | \$0.00 | \$0.00 |
| 9  | Bus Set | Modesty Panels                  | 1 | \$0.00 | \$0.00 |
| 10 | Bus Set | Ceiling Panels                  | 1 | \$0.00 | \$0.00 |
| 11 | Bus Set | Side Wall Trim Panel            | 1 | \$0.00 | \$0.00 |
| 12 | Bus Set | Floor Covering                  | 1 | \$0.00 | \$0.00 |
| 13 | Bus Set | Wheelchair Securement Devices   | 1 | \$0.00 | \$0.00 |
| 14 | Bus Set | Passenger Seat                  | 1 | \$0.00 | \$0.00 |
| 15 | Bus Set | Seat Track                      | 1 | \$0.00 | \$0.00 |
| 16 | Ea.     | Operator Seat                   | 1 | \$0.00 | \$0.00 |
| 17 | Ea.     | Farebox Grabrail                | 1 | \$0.00 | \$0.00 |
| 18 | Bus Set | Manual Release Mechanism        | 1 | \$0.00 | \$0.00 |
| 19 | Bus Set | Passenger Hand Strap            | 1 | \$0.00 | \$0.00 |
| 20 | Ea.     | HVAC Return Grill               | 1 | \$0.00 | \$0.00 |

**BODY EXTERIOR**

|   |         |                                                    |   |        |        |
|---|---------|----------------------------------------------------|---|--------|--------|
| 1 | Bus Set | Passenger Windows                                  | 1 | \$0.00 | \$0.00 |
| 2 | Bus Set | Replacement Pass Side Window Glass (If not bonded) | 1 | \$0.00 | \$0.00 |
| 3 | Bus Set | Side Window Film or Guards                         | 1 | \$0.00 | \$0.00 |
| 4 | Bus Set | Windshield                                         | 1 | \$0.00 | \$0.00 |
| 5 | Bus Set | Operator Window                                    | 1 | \$0.00 | \$0.00 |



**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-2 (ZE 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u>                       | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                  | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|----------------------------------|-------------|-------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| 6                                | Bus Set     | Access Door Set (excluding PPU door and HVAC access door)                                                   | 1          | \$0.00            | \$0.00             |
| 7                                | Ea.         | PPU Door                                                                                                    | 1          | \$0.00            | \$0.00             |
| 8                                | Ea.         | HVAC Rear Attic Door                                                                                        | 1          | \$0.00            | \$0.00             |
| 9                                | Ea.         | Bike Rack                                                                                                   | 1          | \$0.00            | \$0.00             |
| 10                               | Ea.         | Emergency Roof Hatch                                                                                        | 1          | \$0.00            | \$0.00             |
| 11                               | Bus Set     | Windshield Wiper Assy.                                                                                      | 1          | \$0.00            | \$0.00             |
| 12                               | Ea.         | Windshield Washer Reservoir                                                                                 | 1          | \$0.00            | \$0.00             |
| 13                               | Bus Set     | Mirrors                                                                                                     | 1          | \$0.00            | \$0.00             |
| 14                               | Bus Set     | Bumper                                                                                                      | 1          | \$0.00            | \$0.00             |
| 15                               | Bus Set     | Mud Guards                                                                                                  | 1          | \$0.00            | \$0.00             |
| 16                               | Ea.         | Head Lights                                                                                                 | 1          | \$0.00            | \$0.00             |
| 17                               | Bus Set     | Front Turn Signal                                                                                           | 1          | \$0.00            | \$0.00             |
| 18                               | Bus Set     | Side Marker Lights                                                                                          | 1          | \$0.00            | \$0.00             |
| 19                               | Bus Set     | Rear Door Lights                                                                                            | 1          | \$0.00            | \$0.00             |
| 20                               | Bus Set     | Under Hood Hazard Lights                                                                                    | 1          | \$0.00            | \$0.00             |
| 21                               | Ea.         | License Plate Installation                                                                                  | 1          | \$0.00            | \$0.00             |
| 22                               | Bus Set     | Battery Cover Installation                                                                                  | 1          | \$0.00            | \$0.00             |
| 23                               | Bus Set     | Exterior Trim (including fender skirts, exit door trim and trim pieces covering joints between body panels) | 1          | \$0.00            | \$0.00             |
| <b>CLIMATE CONTROL SYSTEM</b>    |             |                                                                                                             |            |                   |                    |
| 1                                | Ea.         | Compressor                                                                                                  | 1          | \$0.00            | \$0.00             |
| 2                                | Ea.         | Controller                                                                                                  | 1          | \$0.00            | \$0.00             |
| 3                                | Ea.         | Evaporator                                                                                                  | 1          | \$0.00            | \$0.00             |
| 4                                | Ea.         | Condensor                                                                                                   | 1          | \$0.00            | \$0.00             |
| 5                                | Ea.         | Blower Assembly                                                                                             | 1          | \$0.00            | \$0.00             |
| 6                                | Ea.         | Thermostat                                                                                                  | 1          | \$0.00            | \$0.00             |
| 7                                | Ea.         | Marine Pump                                                                                                 | 1          | \$0.00            | \$0.00             |
| <b>WHEELCHAIR</b>                |             |                                                                                                             |            |                   |                    |
| 1                                | Bus Set     | Ramp Assembly                                                                                               | 1          | \$0.00            | \$0.00             |
| 2                                | Bus Set     | Valve Assembly                                                                                              | 1          | \$0.00            | \$0.00             |
| 3                                | Bus Set     | Electrical Harness                                                                                          | 1          | \$0.00            | \$0.00             |
| 4                                | Ea.         | Ramp                                                                                                        | 1          | \$0.00            | \$0.00             |
| 5                                | Ea.         | Controller                                                                                                  | 1          | \$0.00            | \$0.00             |
| 6                                | Ea.         | Motor                                                                                                       | 1          | \$0.00            | \$0.00             |
| <b>BRAKES</b>                    |             |                                                                                                             |            |                   |                    |
| 1                                | Bus Set     | Pressure Switches (include all for each Bus Set)                                                            | 1          | \$0.00            | \$0.00             |
| 2                                | Bus Set     | Protection Valve                                                                                            | 1          | \$0.00            | \$0.00             |
| 3                                | Bus Set     | Brake Air Chamber                                                                                           | 1          | \$0.00            | \$0.00             |
| 4                                | Bus Set     | Brake Wear Indicator                                                                                        | 1          | \$0.00            | \$0.00             |
| 5                                | Ea.         | ABS Electronic Control Unit                                                                                 | 1          | \$0.00            | \$0.00             |
| 6                                | Ea.         | ABS Harness                                                                                                 | 1          | \$0.00            | \$0.00             |
| 7                                | Bus Set     | ABS Sensor                                                                                                  | 1          | \$0.00            | \$0.00             |
| <b>MULTIPLEX CONTROLS SYSTEM</b> |             |                                                                                                             |            |                   |                    |
| 1                                | Ea.         | Event Data Recorder                                                                                         | 1          | \$0.00            | \$0.00             |
| 2                                | Ea.         | DVR                                                                                                         | 1          | \$0.00            | \$0.00             |
| 3                                | Bus Set     | Complete Bus Wiring Harnesses                                                                               | 1          | \$0.00            | \$0.00             |
| 4                                | Bus Set     | Communication Module (Gateway Module)                                                                       | 1          | \$0.00            | \$0.00             |
| 5                                | Bus Set     | Multiplex Module                                                                                            | 1          | \$0.00            | \$0.00             |
| 6                                | Bus Set     | Wheels                                                                                                      | 1          | \$0.00            | \$0.00             |
| <b>TOTAL PARTS BUY</b>           |             |                                                                                                             |            |                   | <b>\$0.00</b>      |

In U.S. Dollars Using Words: \_\_\_\_\_

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:**

GROUP C - UP TO 100 40' ZE BUSES  
FORM PF-2 (ZE 40') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-3 (ZE -40') - SCHEDULE B OF PRICES SPECIAL TOOLS (OPTIONAL)**

Proposer: \_\_\_\_\_

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| <u>NO.</u>                        | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                   | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-----------------------------------|-------------|--------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| <b><u>TOWING</u></b>              |             |                                                                                                              |            |                   |                    |
| 1                                 | Set         | Special Towing Equipment Adapters (TS 25) Note: Make sure towing equipment can do front lift and flat towing | 1          | \$0.00            | \$0.00             |
| 1                                 | Set         | Rear recovery devices / tie downs (TS 25)                                                                    | 1          | \$0.00            | \$0.00             |
| <b><u>DOLLIES</u></b>             |             |                                                                                                              |            |                   |                    |
| 1                                 | Ea.         | PPU Dollies                                                                                                  | 1          | \$0.00            | \$0.00             |
| <b><u>OTHER SPECIAL TOOLS</u></b> |             |                                                                                                              |            |                   |                    |
|                                   |             | OEM to identify and recommend unit(s) required                                                               |            | \$0.00            | \$0.00             |

**TOTAL BUY** \$0.00

**In U.S. Dollars Using Words:** \_\_\_\_\_

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPARE PARTS:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-4 (ZE-40') - SCHEDULE C OF PRICES DIAGNOSTIC TEST EQUIPMENT (OPTIONAL)**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

| NO.                                                                        | UNIT | DESCRIPTION OF ITEM                                                                        | QTY | UNIT PRICE              | TOTAL PRICE          |
|----------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------|-----|-------------------------|----------------------|
| <b><u>ENGINE/PROPULSION AND ELECTRIC DRIVE/TRANSMISSION (TS 5.6.5)</u></b> |      |                                                                                            |     |                         |                      |
| 1                                                                          | Ea.  | PPU Diagnostic software, including necessary cables and connectors                         | 2   | \$0.00                  | \$0.00               |
| 2                                                                          | Ea.  | Transmission/electric drive diagnostic software, including necessary cables and connectors | 2   | \$0.00                  | \$0.00               |
| 3                                                                          | Ea.  | Nexiq Technologies USB Link PC to Vehicle Interface                                        | 2   | \$0.00                  | \$0.00               |
| 4                                                                          | Ea.  | ABS diagnostic software, including necessary cables and connectors                         | 2   | \$0.00                  | \$0.00               |
| 5                                                                          | Ea.  | Cooling System Diagnostic or Programming Software                                          | 2   | \$0.00                  | \$0.00               |
| 6                                                                          | Ea.  | Power Management Diagnostic Tools and Software including necessary cables and connectors   | 2   | \$0.00                  | \$0.00               |
| 7                                                                          | Ea.  | Battery Management Diagnostic Tools and Software including necessary cables and connectors | 2   | \$0.00                  | \$0.00               |
| <b><u>ELECTRICAL SYSTEM (TS 5.6.5)</u></b>                                 |      |                                                                                            |     |                         |                      |
| 1                                                                          | Ea.  | Multiplex Programmer/Tool software and connection kit                                      | 2   | \$0.00                  | \$0.00               |
| 2                                                                          | Ea.  | Multiplex System PC software and connection kit                                            | 2   | \$0.00                  | \$0.00               |
| 3                                                                          | Ea.  | Diagnostic Laptop/Tablet PC with Bluetooth                                                 | 2   | \$0.00                  | \$0.00               |
| <b><u>INTERIOR (TS 5.6.5)</u></b>                                          |      |                                                                                            |     |                         |                      |
| 1                                                                          | Ea.  | Video Security Diagnostic Kits                                                             | 2   | \$0.00                  | \$0.00               |
| 2                                                                          | Ea.  | Destination Sign Diagnostic Equipment                                                      | 2   | \$0.00                  | \$0.00               |
| <b><u>HEATING VENTILATION/AIR CONDITIONING (HVAC) (TS 5.6.5)</u></b>       |      |                                                                                            |     |                         |                      |
| 1                                                                          | Ea.  | A/C Interface Software and cable                                                           | 2   | \$0.00                  | \$0.00               |
| <b><u>DIAGNOSTIC PCs SPECIFICATIONS (TS 5.6.5)</u></b>                     |      |                                                                                            |     |                         |                      |
| 1                                                                          | Ea.  | Diagnostic Laptop PC (See TS 5.8.8 for Specifications)                                     | 2   | \$0.00                  | \$0.00               |
| <b><u>DOOR DIAGNOSTIC TOOLS AND EQUIPMENT (TS 5.6.5)</u></b>               |      |                                                                                            |     |                         |                      |
| 1                                                                          | Ea.  | Door System Diagnostic/Programming Software, tools and equipment                           | 2   | \$0.00                  | \$0.00               |
| <b><u>COMMUNICATIONS (TS 86.1)</u></b>                                     |      |                                                                                            |     |                         |                      |
| 1                                                                          | Ea.  | System Management Tool for use at up to (12) MTA Operating Divisions per TS 86.1           | 12  | \$0.00                  | \$0.00               |
|                                                                            |      |                                                                                            |     | <b><u>TOTAL BUY</u></b> | <b><u>\$0.00</u></b> |

**In U.S. Dollars Using Words:** \_\_\_\_\_

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:**

\_\_\_\_\_  
Authorized Signature Date  
\_\_\_\_\_  
Print Name

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-5 (ZE - 40')- SCHEDULE D OF PRICES TRAINING AIDS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title:

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                                           | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| 1          | Ea.         | One Complete running PPU assembly, including cooling and small battery system, mounted on a suitable roll around stand (TS 5.6.3 a.) | 1          | \$0.00            | \$0.00             |
| 2          | Ea.         | As applicable, Static Transmission/Gearbox Assembly                                                                                  | 1          | \$0.00            | \$0.00             |
| 3          | Ea.         | Complete Static Front Axle Assembly TS 5.6.3.c.                                                                                      | 1          | \$0.00            | \$0.00             |
| 4          | Ea.         | Complete Static Rear Axle Assembly TS 5.6.3.d.                                                                                       | 1          | \$0.00            | \$0.00             |

**ATECH ELECTRICAL TRAINING BOARDS - General Electrical Training (TS 5.6.3 e.)**

|   |     |                                                                  |    |        |        |
|---|-----|------------------------------------------------------------------|----|--------|--------|
| 1 | Kit | GM Specialized Electronic Trainer                                | 10 | \$0.00 | \$0.00 |
| 2 | Kit | GM Electronic Instructor's Guide (Books Only - Stages 1, 2, & 3) | 10 | \$0.00 | \$0.00 |
| 3 | Kit | 4 Resistors                                                      | 10 | \$0.00 | \$0.00 |
| 4 | Kit | Dual Filament Light                                              | 10 | \$0.00 | \$0.00 |
| 5 | Kit | Horn                                                             | 10 | \$0.00 | \$0.00 |
| 6 | Kit | Blank Board                                                      | 10 | \$0.00 | \$0.00 |

**SYSTEM SIMULATION TRAINING BOARDS**

|   |     |                                                                   |   |        |        |
|---|-----|-------------------------------------------------------------------|---|--------|--------|
| 1 | Ea. | Anti-Lock Brake/Air Brake Board (TS 5.6.3.f.)                     | 1 | \$0.00 | \$0.00 |
| 2 | Ea. | Electric Air Conditioning Training Simulator Module (TS 5.6.3.g.) | 1 | \$0.00 | \$0.00 |
| 3 | Ea. | Fire Suppression (TS 5.6.3.h.)                                    | 1 | \$0.00 | \$0.00 |
| 4 | Ea. | Video Security System (TS 5.6.3.i.)                               | 1 | \$0.00 | \$0.00 |
| 5 | Ea. | Destination Sign (TS 5.6.3.j.)                                    | 1 | \$0.00 | \$0.00 |
| 6 | Ea. | Multiplex Electrical Training Board (TS 5.6.3.k.)                 | 2 | \$0.00 | \$0.00 |

**E-LARNING INTERACTIVE TRAINING MEDIA (TS 5.6.3)**

|   |        |           |   |        |        |
|---|--------|-----------|---|--------|--------|
| 1 | Hr(s). | Module 1  | 6 | \$0.00 | \$0.00 |
|   |        | Module 2  | 3 | \$0.00 | \$0.00 |
|   |        | Module 3  | 3 | \$0.00 | \$0.00 |
|   |        | Module 4  | 2 | \$0.00 | \$0.00 |
|   |        | Module 5  | 4 | \$0.00 | \$0.00 |
|   |        | Module 6  | 2 | \$0.00 | \$0.00 |
|   |        | Module 7  | 2 | \$0.00 | \$0.00 |
|   |        | Module 8  | 1 | \$0.00 | \$0.00 |
|   |        | Module 9  | 1 | \$0.00 | \$0.00 |
|   |        | Module 10 | 1 | \$0.00 | \$0.00 |

**TOTAL BUY** \$0.00

**In U.S. Dollars Using Words:**

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS DIAGNOSTIC TEST EQUIPMENT:**

**GROUP C - UP TO 100 40' ZE BUSES**  
**FORM PF-5 (ZE - 40')- SCHEDULE D OF PRICES TRAINING AIDS (OPTIONAL)**

**Proposer:** \_\_\_\_\_  
**RFP No.:** OP28367  
**RFP Title:** \_\_\_\_\_

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
|-------|-------|-------|-------|-------|-------|

Authorized Signature

Date

\_\_\_\_\_

Print Name

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-1 (ZE - 60') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**1.0 BASE BUY CONTRACT FOR UP TO 5 ZE BUSES**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 1          | 5           | 60' Low Floor ZE Buses (Base Buy)                 | \$                | \$                 |
| 2          | 2           | On Route/Opportunity Chargers                     | \$                | \$                 |
| 3          | 5           | Shop/Division Chargers                            | \$                | \$                 |
| 4          | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 5          | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 6          | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 7          | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 8          | 5           | Manuals (TS 5.6.4)                                | Lump Sum          | \$                 |
| 9          | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 10         | 1,000       | Training Hours                                    | \$                | \$                 |
| 11         | 5           | Vehicle Delivery Charge                           | \$                | \$                 |
| 12         | 5           | Tax                                               | \$                | \$                 |

1.0 Total Price for CONTRACT for 295 Base Buy Buses (Sum of Items "1" through "9") to be the BASIS for Price Proposal evaluation

In U.S. Dollars Using Words:

In U.S. Dollars Using Figures: \$0.00

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-1 (ZE - 60') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**2.0 OPTION BUY CONTRACT TO BUY 95 BUSES**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                        | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|---------------------------------------------------|-------------------|--------------------|
| 11         | 95          | 60' Low Floor ZE Buses (Option Buy)               | \$                | \$                 |
| 12         | 10          | On Route/Opportunity Chargers                     | \$                | \$                 |
| 13         | 95          | Shop/Division Chargers                            | \$                | \$                 |
| 14         | Lot         | Spare Parts (From Schedule A, Form PF-2)          | Lump Sum          | \$                 |
| 15         | Lot         | Special Tools ( Schedule B Form PF-3)             | Lump Sum          | \$                 |
| 16         | Lot         | Diagnostic Test Equipment (Schedule C, Form PF-4) | Lump Sum          | \$                 |
| 17         | Lot         | Training Aids (Schedule D, Form PF-5)             | Lump Sum          | \$                 |
| 18         | 10          | Manuals for Option Vehicles (TS 5.6.4)            | Lump Sum          | \$                 |
| 19         | Lot         | Performance Bond                                  | Lump Sum          | \$                 |
| 20         | 500         | Training Hours for Options Vehicles               | \$                | \$                 |
| 21         | 95          | Vehicle Delivery Charge for Option Vehicles       | \$                | \$                 |
| 22         | 95          | Tax (OptionBuy)                                   | \$                | \$                 |

In U.S. Dollars Using Figures: **\$0.00**



**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-1 (ZE - 60') - CONTRACT PRICE SUMMARY**

**Proposer:**   
**RFP No.:** OP28367  
**RFP Title:** FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

**3.0 OPTIONAL VEHICLE CONFIGURATION**

| <u>No.</u> | <u>Qty.</u> | <u>Description of Item</u>                                            | <u>Unit Price</u> | <u>Total Price</u> |
|------------|-------------|-----------------------------------------------------------------------|-------------------|--------------------|
| 21         | 1           | 3 ADA Securement Configuration TS 81.5 (Total 21a - 21d)              | \$                | \$                 |
| 21a        |             | Direct Materials/Equipment                                            | \$                | \$                 |
| 21b        |             | Labor Installation Costs                                              | \$                | \$                 |
| 21c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 21d        |             | Other Costs (Identify)                                                | \$                | \$                 |
| 22         | 1           | 4 ADA Securement Configuration TS 81.5 (Total 22a - 22d)              | \$                | \$                 |
| 22a        |             | Direct Materials/Equipment                                            | \$                | \$                 |
| 22b        |             | Labor Installation Costs                                              | \$                | \$                 |
| 22c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 22d        |             | Other Costs (Identify)                                                | \$                | \$                 |
| 25         | 100         | Complete Automatic Passenger Counter System TS 86.3 (Total 25a - 25d) | \$                | \$                 |
| 25a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 25b        |             | Labor Installation Costs                                              | \$                |                    |
| 25c        |             | Non Recurring Cost                                                    | \$                | \$                 |
| 25d        |             | Other Costs (Identify)                                                | \$                |                    |
| 26         | 100         | Enhanced 360 degree Camera System TS 86.1 (Total 26a - 26d)           | \$                |                    |
| 26a        |             | Direct Materials/Equipment                                            | \$                |                    |
| 26b        |             | Labor Installation Costs                                              | \$                |                    |
| 26c        |             | Non Recurring Cost                                                    | \$                |                    |
| 26d        |             | Other Costs (Identify)                                                | \$                |                    |
| 27         | 100         | USB Ports for Passenger Charging Only                                 | \$                |                    |

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-1 (ZE - 60') - CONTRACT PRICE SUMMARY**

Proposer:   
RFP No.: OP28367  
RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS PROCUREMENT

3.0 Total Price for OPTIONAL ZE VEHICLE CONFIGURATION (Sum of Items "21, 22, 23, 24, 25 and 26")

In U.S. Dollars Using Words:

In U.S. Dollars Using Figures:

**\$0.00**



**GROUP D - UP TO 100 60' ZE BUSES**  
**SUBSYSTEM COSTS**

Proposer: \_\_\_\_\_  
RFP No.: OP28367  
Base Buy or Option No: \_\_\_\_\_

| <b><u>NO.</u>    <u>DESCRIPTION OF ITEM</u></b>                                                                                                  |                                                              |                                         | <b>PROPOSED PRICE ESTIMATE</b> |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------|--------------------------------|-----|
| 1                                                                                                                                                | Purchased ZE Subsystem Equipment (Items 1.1 through 1.17) ** |                                         |                                |     |
| 1.1                                                                                                                                              | TS 9.                                                        | Primary Power Unit (PPU)                |                                | \$0 |
| 1.2                                                                                                                                              | TS 9.                                                        | Traction Motor                          |                                | \$0 |
| 1.3                                                                                                                                              | TS 9.                                                        | Electric System Controller              |                                | \$0 |
| 1.4                                                                                                                                              | TS 10.                                                       | Cooling System                          |                                | \$0 |
| 1.5                                                                                                                                              | TS 18.                                                       | Energy Storage System                   |                                | \$0 |
| 1.6                                                                                                                                              | TS 30.3                                                      | Articulation Joint System               |                                | \$0 |
| 1.7                                                                                                                                              | TS 31.                                                       | Suspension                              |                                | \$0 |
| 1.8                                                                                                                                              | TS 33.                                                       | Steering System                         |                                | \$0 |
| 1.9                                                                                                                                              | TS 37.                                                       | Brakes                                  |                                | \$0 |
| 1.10                                                                                                                                             | TS 39.                                                       | Pneumatic System                        |                                | \$0 |
| 1.11                                                                                                                                             | TS 42.                                                       | Low Voltage Generation and Distribution |                                | \$0 |
| 1.12                                                                                                                                             | TS 44.                                                       | Multiplex Control System                |                                | \$0 |
| 1.13                                                                                                                                             | TS 54.                                                       | HVAC Climate Control System             |                                | \$0 |
| 1.14                                                                                                                                             | TS 78.                                                       | Passenger Seats                         |                                | \$0 |
| 1.15                                                                                                                                             | TS 80.                                                       | Doors                                   |                                | \$0 |
| 1.16                                                                                                                                             | TS 82.                                                       | Wheelchair                              |                                | \$0 |
| 1.17                                                                                                                                             | TS 86.                                                       | Communications                          |                                | \$0 |
| <b><u>TOTAL ZE BUS PRICE</u></b>                                                                                                                 |                                                              |                                         |                                | \$0 |
| (Transfer Total Bus Price to Contract Price Summary Form PF-1, Unit Price line Item 1 or Item 10 or Item 15 or Item 20 or Item 25 as applicable) |                                                              |                                         |                                |     |
| <b><u>TOTAL ZERO EMISSION BUS PRICE</u></b>                                                                                                      |                                                              |                                         |                                | \$0 |

**Notes:** 1. \*\* Price shall include design, engineering, manufacturing/assembly, testing, shipping, profit and other associated costs. Price for each subsystem equipment shall include all applicable apparatus.

2. CONTRACT PRICE SUMMARY (Form PF-1) prices for line items 2 through 9 shall not be included in computing price of any of the line items above.

\_\_\_\_\_  
(Signature of Person Executing Proposal)

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-2 (ZE- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS  
 PROCUREMENT

| <u>NO.</u>                                            | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                       | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-------------------------------------------------------|-------------|--------------------------------------------------|------------|-------------------|--------------------|
| <b><u>PRIMARY PROPULSION UNIT (PPU)</u></b>           |             |                                                  |            |                   |                    |
| 1                                                     | Ea.         | Primary Propulsion Unit (See Definition in SP-1) | 1          | \$0.00            | \$0.00             |
| 2                                                     | Ea.         | Electric System Controller                       | 1          | \$0.00            | \$0.00             |
| 3                                                     | Ea.         | Auxiliary Inverter                               | 1          | \$0.00            | \$0.00             |
| 4                                                     | Ea.         | Traction Motor                                   | 1          | \$0.00            | \$0.00             |
| 5                                                     | Ea.         | Regenerative Braking System                      | 1          | \$0.00            | \$0.00             |
| <b><u>COOLING SYSTEM</u></b>                          |             |                                                  |            |                   |                    |
| 1                                                     | Ea.         | Radiator Packages (See definition in SP-1)       | 1          | \$0.00            | \$0.00             |
| 2                                                     | Ea.         | Thermal Management Controllers                   | 1          | \$0.00            | \$0.00             |
| 3                                                     | Bus Set     | Fan Resistors                                    | 1          | \$0.00            | \$0.00             |
| 4                                                     | Bus Set     | CAN Interface Cables                             | 1          | \$0.00            | \$0.00             |
| 5                                                     | Ea.         | Fan Reversal LED Panel                           | 1          | \$0.00            | \$0.00             |
| 6                                                     | Ea.         | Fan Assembly                                     | 1          | \$0.00            | \$0.00             |
| 7                                                     | Ea.         | Coolant Reservoir                                | 1          | \$0.00            | \$0.00             |
| 8                                                     | Ea.         | Radiator Cap                                     | 1          | \$0.00            | \$0.00             |
| 9                                                     | Ea.         | Coolant Overflow Tank                            | 1          | \$0.00            | \$0.00             |
| <b><u>LOW VOLTAGE GENERATION AND DISTRIBUTION</u></b> |             |                                                  |            |                   |                    |
| 1                                                     | Ea.         | Low Voltage Power Supply                         | 1          | \$0.00            | \$0.00             |
| 2                                                     | Ea.         | Voltage Regulators                               | 1          | \$0.00            | \$0.00             |
| 3                                                     | Ea.         | Batteries                                        | 1          | \$0.00            | \$0.00             |
| 4                                                     | Ea.         | Battery Equalizer                                | 1          | \$0.00            | \$0.00             |
| 5                                                     | Ea.         | Battery Disconnect                               | 1          | \$0.00            | \$0.00             |
| 6                                                     | Ea.         | Battery Separator                                | 1          | \$0.00            | \$0.00             |
| 7                                                     | Ea.         | Power Distribution Panel in Battery Compartment  | 1          | \$0.00            | \$0.00             |
| 8                                                     | Ea.         | Low Voltage Disconnect                           | 1          | \$0.00            | \$0.00             |
| 9                                                     | Ea.         | Circuit Breaker 80A                              | 1          | \$0.00            | \$0.00             |
| 10                                                    | Ea.         | Circuit Breaker 100A                             | 1          | \$0.00            | \$0.00             |
| 11                                                    | Ea.         | Circuit Breaker 120A or 130A, whichever applies  | 1          | \$0.00            | \$0.00             |
| 12                                                    | Bus Set     | Fuse and Circuit Breaker Panels                  | 1          | \$0.00            | \$0.00             |
| <b><u>HIGH VOLTAGE CHARGING SYSTEM</u></b>            |             |                                                  |            |                   |                    |
| 1                                                     | Ea.         | Shop/Division Charger                            | 1          | \$0.00            | \$0.00             |
| 2                                                     | Ea.         | On Route/Opportunity Charger                     | 1          | \$0.00            | \$0.00             |
| 3                                                     | Ea.         | On Board Charger                                 | 1          | \$0.00            | \$0.00             |
| 4                                                     | Bus Set     | Bus Charging Connectors (Bus and Charging ends)  | 1          | \$0.00            | \$0.00             |
| <b><u>SUSPENSION</u></b>                              |             |                                                  |            |                   |                    |
| 1                                                     | Bus Set     | Air Ride Beams                                   | 1          | \$0.00            | \$0.00             |

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-2 (ZE- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS  
 PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
| 2          | Bus Set     | Air Bags                   | 1          | \$0.00            | \$0.00             |
| 3          | Ea.         | Front Axle                 | 1          | \$0.00            | \$0.00             |
| 4          | Ea.         | Center Axle                | 1          | \$0.00            | \$0.00             |
| 5          | Ea.         | Rear Axle                  | 1          | \$0.00            | \$0.00             |
| 6          | Bus Set     | Radius Rods                | 1          | \$0.00            | \$0.00             |
| 7          | Bus Set     | Shocks                     | 1          | \$0.00            | \$0.00             |
| 8          | Bus Set     | Leveling Valve Front       | 1          | \$0.00            | \$0.00             |
| 9          | Bus Set     | Leveling Valve Rear        | 1          | \$0.00            | \$0.00             |
| 10         | Bus Set     | Articulated Joint Assembly | 1          | \$0.00            | \$0.00             |

**DRIVE TRAIN**

|   |     |                      |   |        |        |
|---|-----|----------------------|---|--------|--------|
| 1 | Ea. | Transmission/Gearbox | 1 | \$0.00 | \$0.00 |
| 2 | Ea. | Drive Shaft          | 1 | \$0.00 | \$0.00 |
| 3 | Ea. | Differential         | 1 | \$0.00 | \$0.00 |

**STEERING SYSTEM**

|   |         |                              |   |        |        |
|---|---------|------------------------------|---|--------|--------|
| 1 | Bus Set | Steering Gear and Linkage    | 1 | \$0.00 | \$0.00 |
| 2 | Ea.     | Steering Column              | 1 | \$0.00 | \$0.00 |
| 3 | Ea.     | Steering Shaft               | 1 | \$0.00 | \$0.00 |
| 4 | Ea.     | Steering Box Assembly        | 1 | \$0.00 | \$0.00 |
| 5 | Ea.     | Power Steering Gear Assembly | 1 | \$0.00 | \$0.00 |

**PNEUMATIC SYSTEM**

|    |         |                                           |   |        |        |
|----|---------|-------------------------------------------|---|--------|--------|
| 1  | Bus Set | Air Tanks (Complete Sets)                 | 1 | \$0.00 | \$0.00 |
| 2  | Bus Set | Complete Electric Air Compressor Assembly | 1 | \$0.00 | \$0.00 |
| 2  | Ea.     | Air Dryer                                 | 1 | \$0.00 | \$0.00 |
| 3  | Ea.     | Air Governor                              | 1 | \$0.00 | \$0.00 |
| 4  | Bus Set | Pressure Reducing Valves                  | 1 | \$0.00 | \$0.00 |
| 5  | Bus Set | Check Valves                              | 1 | \$0.00 | \$0.00 |
| 6  | Bus Set | Brake Control Valve                       | 1 | \$0.00 | \$0.00 |
| 7  | Bus Set | Brake Pedal Valve                         | 1 | \$0.00 | \$0.00 |
| 8  | Bus Set | Quick Release Valve                       | 1 | \$0.00 | \$0.00 |
| 9  | Bus Set | Parking Relay Valve                       | 1 | \$0.00 | \$0.00 |
| 10 | Bus Set | Parking Control Valve                     | 1 | \$0.00 | \$0.00 |
| 11 | Bus Set | Air Brake Tubing                          | 1 | \$0.00 | \$0.00 |
| 12 | Bus Set | Solenoid Valve Assembly                   | 1 | \$0.00 | \$0.00 |

**HIGH VOLTAGE BATTERY**

|   |         |                           |   |        |        |
|---|---------|---------------------------|---|--------|--------|
| 1 | Bus Set | Battery Packs             | 1 | \$0.00 | \$0.00 |
| 2 | Bus Set | Battery Management System | 1 | \$0.00 | \$0.00 |

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-2 (ZE- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS  
 PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                   | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------------------------|------------|-------------------|--------------------|
| 3          | Bus Set     | High Voltage Disconnect System               | 1          | \$0.00            | \$0.00             |
| 4          | Bus Set     | Temperature Control System (Heating/Cooling) | 1          | \$0.00            | \$0.00             |

**DOORS**

|   |         |                                           |   |        |        |
|---|---------|-------------------------------------------|---|--------|--------|
| 1 | Bus Set | Complete Base Plate and Operator Assembly | 1 | \$0.00 | \$0.00 |
| 2 | Bus Set | Front/Rear Turning Shaft Assembly         | 1 | \$0.00 | \$0.00 |
| 3 | Bus Set | Door Panels                               | 1 | \$0.00 | \$0.00 |
| 4 | Bus Set | Door Glass                                | 1 | \$0.00 | \$0.00 |

**BODY INTERIOR**

|    |         |                                 |   |        |        |
|----|---------|---------------------------------|---|--------|--------|
| 1  | Bus Set | Interior AVA Sign Assembly      | 1 | \$0.00 | \$0.00 |
| 2  | Ea.     | Destination Sign Controller     | 1 | \$0.00 | \$0.00 |
| 3  | Ea.     | Next Stop Sign                  | 1 | \$0.00 | \$0.00 |
| 4  | Bus Set | Interior Speaker Assembly       | 1 | \$0.00 | \$0.00 |
| 5  | Ea.     | Microphone Hand Set             | 1 | \$0.00 | \$0.00 |
| 6  | Ea.     | Visor/Sun Shade(s) Front & Side | 1 | \$0.00 | \$0.00 |
| 7  | Bus Set | Access Panels                   | 1 | \$0.00 | \$0.00 |
| 8  | Bus Set | Light Covers                    | 1 | \$0.00 | \$0.00 |
| 9  | Bus Set | Modesty Panels                  | 1 | \$0.00 | \$0.00 |
| 10 | Bus Set | Ceiling Panels                  | 1 | \$0.00 | \$0.00 |
| 11 | Bus Set | Side Wall Trim Panel            | 1 | \$0.00 | \$0.00 |
| 12 | Bus Set | Floor Covering                  | 1 | \$0.00 | \$0.00 |
| 13 | Bus Set | Wheelchair Securement Devices   | 1 | \$0.00 | \$0.00 |
| 14 | Bus Set | Passenger Seat                  | 1 | \$0.00 | \$0.00 |
| 15 | Bus Set | Seat Track                      | 1 | \$0.00 | \$0.00 |
| 16 | Ea.     | Operator Seat                   | 1 | \$0.00 | \$0.00 |
| 17 | Ea.     | Farebox Grabrail                | 1 | \$0.00 | \$0.00 |
| 18 | Bus Set | Manual Release Mechanism        | 1 | \$0.00 | \$0.00 |
| 19 | Bus Set | Passenger Hand Strap            | 1 | \$0.00 | \$0.00 |
| 20 | Ea.     | HVAC Return Grill               | 1 | \$0.00 | \$0.00 |

**BODY EXTERIOR**

|    |         |                                                           |   |        |        |
|----|---------|-----------------------------------------------------------|---|--------|--------|
| 1  | Bus Set | Passenger Windows                                         | 1 | \$0.00 | \$0.00 |
| 2  | Bus Set | Replacement Pass Side Window Glass (if not bonded)        | 1 | \$0.00 | \$0.00 |
| 3  | Bus Set | Side Window Film or Guards                                | 1 | \$0.00 | \$0.00 |
| 4  | Bus Set | Windshield                                                | 1 | \$0.00 | \$0.00 |
| 5  | Bus Set | Operator Window                                           | 1 | \$0.00 | \$0.00 |
| 6  | Bus Set | Access Door Set (excluding PPU door and HVAC access door) | 1 | \$0.00 | \$0.00 |
| 7  | Ea.     | PPU Door                                                  | 1 | \$0.00 | \$0.00 |
| 8  | Ea.     | HVAC Rear Attic Door                                      | 1 | \$0.00 | \$0.00 |
| 9  | Ea.     | Bike Rack                                                 | 1 | \$0.00 | \$0.00 |
| 10 | Ea.     | Emergency Roof Hatch                                      | 1 | \$0.00 | \$0.00 |
| 11 | Bus Set | Windshield Wiper Assy.                                    | 1 | \$0.00 | \$0.00 |
| 12 | Ea.     | Windshield Washer Reservoir                               | 1 | \$0.00 | \$0.00 |



**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-2 (ZE- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title: FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS  
 PROCUREMENT

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                  | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|-------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| 13         | Bus Set     | Mirrors                                                                                                     | 1          | \$0.00            | \$0.00             |
| 14         | Bus Set     | Bumper                                                                                                      | 1          | \$0.00            | \$0.00             |
| 15         | Bus Set     | Mud Guards                                                                                                  | 1          | \$0.00            | \$0.00             |
| 16         | Ea.         | Head Lights                                                                                                 | 1          | \$0.00            | \$0.00             |
| 17         | Bus Set     | Front Turn Signal                                                                                           | 1          | \$0.00            | \$0.00             |
| 18         | Bus Set     | Side Marker Lights                                                                                          | 1          | \$0.00            | \$0.00             |
| 19         | Bus Set     | Rear Door Lights                                                                                            | 1          | \$0.00            | \$0.00             |
| 20         | Bus Set     | Under Hood Hazard Lights                                                                                    | 1          | \$0.00            | \$0.00             |
| 21         | Ea.         | License Plate Installation                                                                                  | 1          | \$0.00            | \$0.00             |
| 22         | Bus Set     | Battery Cover Installation                                                                                  | 1          | \$0.00            | \$0.00             |
| 23         | Bus Set     | Exterior Trim (including fender skirts, exit door trim and trim pieces covering joints between body panels) | 1          | \$0.00            | \$0.00             |

**CLIMATE CONTROL SYSTEM**

|   |     |                 |   |        |        |
|---|-----|-----------------|---|--------|--------|
| 1 | Ea. | Compressor      | 1 | \$0.00 | \$0.00 |
| 2 | Ea. | Controller      | 1 | \$0.00 | \$0.00 |
| 3 | Ea. | Evaporator      | 1 | \$0.00 | \$0.00 |
| 4 | Ea. | Condensor       | 1 | \$0.00 | \$0.00 |
| 5 | Ea. | Blower Assembly | 1 | \$0.00 | \$0.00 |
| 6 | Ea. | Thermostat      | 1 | \$0.00 | \$0.00 |
| 7 | Ea. | Marine Pump     | 1 | \$0.00 | \$0.00 |

**WHEELCHAIR**

|   |         |                    |   |        |        |
|---|---------|--------------------|---|--------|--------|
| 1 | Bus Set | Ramp Assembly      | 1 | \$0.00 | \$0.00 |
| 2 | Bus Set | Valve Assembly     | 1 | \$0.00 | \$0.00 |
| 3 | Bus Set | Electrical Harness | 1 | \$0.00 | \$0.00 |
| 4 | Ea.     | Ramp               | 1 | \$0.00 | \$0.00 |
| 5 | Ea.     | Controller         | 1 | \$0.00 | \$0.00 |
| 6 | Ea.     | Motor              | 1 | \$0.00 | \$0.00 |

**BRAKES**

|   |         |                                                  |   |        |        |
|---|---------|--------------------------------------------------|---|--------|--------|
| 1 | Bus Set | Pressure Switches (include all for each Bus Set) | 1 | \$0.00 | \$0.00 |
| 2 | Bus Set | Protection Valve                                 | 1 | \$0.00 | \$0.00 |
| 3 | Bus Set | Brake Air Chamber                                | 1 | \$0.00 | \$0.00 |
| 4 | Bus Set | Brake Wear Indicator                             | 1 | \$0.00 | \$0.00 |
| 5 | Ea.     | ABS Electronic Control Unit                      | 1 | \$0.00 | \$0.00 |
| 6 | Ea.     | ABS Harness                                      | 1 | \$0.00 | \$0.00 |
| 7 | Bus Set | ABS Sensor                                       | 1 | \$0.00 | \$0.00 |

**MULTIPLEX CONTROLS SYSTEM**

|   |         |                                       |   |        |        |
|---|---------|---------------------------------------|---|--------|--------|
| 1 | Ea.     | Event Data Recorder                   | 1 | \$0.00 | \$0.00 |
| 2 | Ea.     | DVR                                   | 1 | \$0.00 | \$0.00 |
| 3 | Bus Set | Complete Bus Wiring Harnesses         | 1 | \$0.00 | \$0.00 |
| 4 | Bus Set | Communication Module (Gateway Module) | 1 | \$0.00 | \$0.00 |
| 5 | Bus Set | Multiplex Module                      | 1 | \$0.00 | \$0.00 |

PRICING FORM

PF2 - ZE 60'

SCHEDULE A - SPARE PARTS

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-2 (ZE- 60') - SCHEDULE A OF PRICES SPARE PARTS (OPTIONAL)**

Proposer:

RFP No.:

RFP Title:

OP28367

FORTY FOOT (40') AND SIXTY FOOT (60') LOW FLOOR CNG OR ZEB BUS  
PROCUREMENT

| <u>NO.</u>                    | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u>   |
|-------------------------------|-------------|----------------------------|------------|-------------------|----------------------|
| 6                             | Bus Set     | Wheels                     | 1          | \$0.00            | \$0.00               |
| <b><u>TOTAL PARTS BUY</u></b> |             |                            |            |                   | <b><u>\$0.00</u></b> |

In U.S. Dollars Using Words:

CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-3 (ZE -60') - SCHEDULE B OF PRICES SPECIAL TOOLS (OPTIONAL)**

Proposer: \_\_\_\_\_

RFP No.: OP28367

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

| <u>NO.</u>                        | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                                   | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-----------------------------------|-------------|--------------------------------------------------------------------------------------------------------------|------------|-------------------|--------------------|
| <b><u>TOWING</u></b>              |             |                                                                                                              |            |                   |                    |
| 1                                 | Set         | Special Towing Equipment Adapters (TS 25) Note: Make sure towing equipment can do front lift and flat towing | 1          | \$0.00            | \$0.00             |
| 1                                 | Set         | Rear recovery devices / tie downs (TS 25)                                                                    | 1          | \$0.00            | \$0.00             |
| <b><u>DOLLIES</u></b>             |             |                                                                                                              |            |                   |                    |
| 1                                 | Ea.         | PPU Dollies                                                                                                  | 1          | \$0.00            | \$0.00             |
| <b><u>OTHER SPECIAL TOOLS</u></b> |             |                                                                                                              |            |                   |                    |
|                                   |             | OEM to identify and recommend unit(s) required                                                               |            | \$0.00            | \$0.00             |

**TOTAL BUY** \$0.00

**In U.S. Dollars Using Words:** \_\_\_\_\_

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPARE PARTS:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-4 (ZE-60') - SCHEDULE C OF PRICES DIAGNOSTIC TEST EQUIPMENT (OPTIONAL)**

Proposer:

Contract No. OP28367

Contract No. \_\_\_\_\_

| <u>NO.</u>                                                                 | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u>                                                                 | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u>   |
|----------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------|------------|-------------------|----------------------|
| <b><u>ENGINE/PROPULSION AND ELECTRIC DRIVE/TRANSMISSION (TS 5.6.5)</u></b> |             |                                                                                            |            |                   |                      |
| 1                                                                          | Ea.         | PPU Diagnostic software, including necessary cables and connectors                         | 2          | \$0.00            | \$0.00               |
| 2                                                                          | Ea.         | Transmission/electric drive diagnostic software, including necessary cables and connectors | 2          | \$0.00            | \$0.00               |
| 3                                                                          | Ea.         | Nexiq Technologies USB Link PC to Vehicle Interface                                        | 2          | \$0.00            | \$0.00               |
| 4                                                                          | Ea.         | ABS diagnostic software, including necessary cables and connectors                         | 2          | \$0.00            | \$0.00               |
| 5                                                                          | Ea.         | Cooling System Diagnostic or Programming Software                                          | 2          | \$0.00            | \$0.00               |
| 6                                                                          | Ea.         | Power Management Diagnostic Tools and Software including necessary cables and connectors   | 2          | \$0.00            | \$0.00               |
| 7                                                                          | Ea.         | Battery Management Diagnostic Tools and Software including necessary cables and connectors | 2          | \$0.00            | \$0.00               |
| <b><u>ELECTRICAL SYSTEM (TS 5.6.5)</u></b>                                 |             |                                                                                            |            |                   |                      |
| 1                                                                          | Ea.         | Multiplex Programmer/Tool software and connection kit                                      | 2          | \$0.00            | \$0.00               |
| 2                                                                          | Ea.         | Multiplex System PC software and connection kit                                            | 2          | \$0.00            | \$0.00               |
| 3                                                                          | Ea.         | Diagnostic Laptop/Tablet PC with Bluetooth                                                 | 2          | \$0.00            | \$0.00               |
| <b><u>INTERIOR (TS 5.6.5)</u></b>                                          |             |                                                                                            |            |                   |                      |
| 1                                                                          | Ea.         | Video Security Diagnostic Kits                                                             | 2          | \$0.00            | \$0.00               |
| 2                                                                          | Ea.         | Destination Sign Diagnostic Equipment                                                      | 2          | \$0.00            | \$0.00               |
| <b><u>HEATING VENTILATION/AIR CONDITIONING (HVAC) (TS 5.6.5.)</u></b>      |             |                                                                                            |            |                   |                      |
| 1                                                                          | Ea.         | A/C Interface Software and cable                                                           | 2          | \$0.00            | \$0.00               |
| <b><u>DIAGNOSTIC PCs SPECIFICATIONS (TS 5.6.5)</u></b>                     |             |                                                                                            |            |                   |                      |
| 1                                                                          | Ea.         | Diagnostic Laptop PC (See TS 5.6.6 for Specifications)                                     | 2          | \$0.00            | \$0.00               |
| <b><u>DOOR DIAGNOSTIC TOOLS AND EQUIPMENT (TS 5.6.5)</u></b>               |             |                                                                                            |            |                   |                      |
| 1                                                                          | Ea.         | Door System Diagnostic/Programming Software, tools and equipment                           | 2          | \$0.00            | \$0.00               |
| <b><u>COMMUNICATIONS (TS 86.1)</u></b>                                     |             |                                                                                            |            |                   |                      |
| 1                                                                          | Ea.         | System Management Tool for use at up to (12) MTA Operating Divisions per TS 86.1           | 12         | \$0.00            | \$0.00               |
| <b><u>TOTAL BUY</u></b>                                                    |             |                                                                                            |            |                   | <b><u>\$0.00</u></b> |



**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-4 (ZE-60') - SCHEDULE C OF PRICES DIAGNOSTIC TEST EQUIPMENT (OPTIONAL)**

Proposer:

Contract No. OP28367

Contract No. \_\_\_\_\_

| <u>NO.</u> | <u>UNIT</u> | <u>DESCRIPTION OF ITEM</u> | <u>QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|------------|-------------|----------------------------|------------|-------------------|--------------------|
|------------|-------------|----------------------------|------------|-------------------|--------------------|

In U.S. Dollars Using Words: \_\_\_\_\_

CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS SPECIAL TOOLS:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**GROUP D - UP TO 100 60' ZE BUSES**  
**FORM PF-5 (ZE - 60')- SCHEDULE D OF PRICES TRAINING AIDS (OPTIONAL)**

Proposer:

RFP No.: OP28367

RFP Title:

| NO.                                                                                 | UNIT   | DESCRIPTION OF ITEM                                                                                                                  | QTY | UNIT PRICE       | TOTAL PRICE   |
|-------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------|-----|------------------|---------------|
| 1                                                                                   | Ea.    | One Complete running PPU assembly, including cooling and small battery system, mounted on a suitable roll around stand (TS 5.6.3 a.) | 1   | \$0.00           | \$0.00        |
| 2                                                                                   | Ea.    | As applicable, Static Transmission/Gearbox Assembly                                                                                  | 1   | \$0.00           | \$0.00        |
| 3                                                                                   | Ea.    | Complete Static Front Axle Assembly TS 5.6.3.c.                                                                                      | 1   | \$0.00           | \$0.00        |
| 4                                                                                   | Ea.    | Complete Static Rear Axle Assembly TS 5.6.3.d.                                                                                       | 1   | \$0.00           | \$0.00        |
| 5                                                                                   | Ea.    | Complete Static Center Axle Assembly TS 5.6.3.d.                                                                                     | 1   | \$0.00           | \$0.00        |
| <b>ATECH ELECTRICAL TRAINING BOARDS - General Electrical Training (TS 5.6.3 e.)</b> |        |                                                                                                                                      |     |                  |               |
| 1                                                                                   | Kit    | GM Specialized Electronic Trainer                                                                                                    | 10  | \$0.00           | \$0.00        |
| 2                                                                                   | Kit    | GM Electronic Instructor's Guide (Books Only - Stages 1, 2, & 3)                                                                     | 10  | \$0.00           | \$0.00        |
| 3                                                                                   | Kit    | 4 Resistors                                                                                                                          | 10  | \$0.00           | \$0.00        |
| 4                                                                                   | Kit    | Dual Filament Light                                                                                                                  | 10  | \$0.00           | \$0.00        |
| 5                                                                                   | Kit    | Horn                                                                                                                                 | 10  | \$0.00           | \$0.00        |
| 6                                                                                   | Kit    | Blank Board                                                                                                                          | 10  | \$0.00           | \$0.00        |
| <b>SYSTEM SIMULATION TRAINING BOARDS</b>                                            |        |                                                                                                                                      |     |                  |               |
| 1                                                                                   | Ea.    | Anti-Lock Brake/Air Brake Board (TS 5.6.3.f.)                                                                                        | 1   | \$0.00           | \$0.00        |
| 2                                                                                   | Ea.    | Electric Air Conditioning Training Simulator Module (TS 5.6.3.g.)                                                                    | 1   | \$0.00           | \$0.00        |
| 3                                                                                   | Ea.    | Fire Suppression (TS 5.6.3.h.)                                                                                                       | 1   | \$0.00           | \$0.00        |
| 4                                                                                   | Ea.    | Video Security System (TS 5.6.3.i.)                                                                                                  | 1   | \$0.00           | \$0.00        |
| 5                                                                                   | Ea.    | Destination Sign (TS 5.6.3.j.)                                                                                                       | 1   | \$0.00           | \$0.00        |
| 6                                                                                   | Ea.    | Multiplex Electrical Training Board (TS 5.6.3.k.)                                                                                    | 2   | \$0.00           | \$0.00        |
| <b>E-LARNING INTERACTIVE TRAINING MEDIA (TS 5.6.3)</b>                              |        |                                                                                                                                      |     |                  |               |
| 1                                                                                   | Hr(s). | Module 1                                                                                                                             | 6   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 2                                                                                                                             | 3   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 3                                                                                                                             | 3   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 4                                                                                                                             | 2   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 5                                                                                                                             | 4   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 6                                                                                                                             | 2   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 7                                                                                                                             | 2   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 8                                                                                                                             | 1   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 9                                                                                                                             | 1   | \$0.00           | \$0.00        |
|                                                                                     |        | Module 10                                                                                                                            | 1   | \$0.00           | \$0.00        |
|                                                                                     |        |                                                                                                                                      |     | <b>TOTAL BUY</b> | <b>\$0.00</b> |

In U.S. Dollars Using Words:

**CONTRACT OPTION - PRICE FOR REPLACEMENT NEW ITEMS DIAGNOSTIC TEST EQUIPMENT:**

Authorized Signature

Date

Print Name

## **SECTION 6 – REQUIRED CERTIFICATIONS**

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## ETHICS DECLARATION

- A. The following questions are designed to ensure contractors and Metro, including its employees and Board of Directors, are able to comply with their obligations to avoid conflicts of interest issues. Your company should make or cause to be made a reasonably diligent investigation prior to responding to the questions to ensure your responses are correct and you must have an authorized official sign below where indicated.

The authorized official is responding on behalf of your company and your sub-contractors and other persons and entities that your company or its subsidiaries have designated to perform the work requested in the bid/proposal.

An affirmative response to any of the questions will not automatically cause your company to be disqualified. However, failure to answer the questions in good faith or providing material false answers may subject your company to consequences up to and including disqualification of its bid.

If you have any questions please contact the contract administrator assigned to this procurement.

- B. State the names of your company's parent, all subsidiaries, and "related business entities" as that term is defined in California Code of Regulations 18703.1(d). If none, circle "none" under each category below:

Name of parent: (none)

Name of subsidiaries (use additional sheet if necessary): (none)

Name of related businesses (use additional sheet if necessary) (none)

| Questions                                                                                                                                                                                                                                          | Yes/No |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Are any of your employees, officers, shareholders, partners, or directors (including your and those of your subcontractors' and consultants' collectively "Employees") formerly a Metro board member or employee within the previous 12 months? |        |
| 2. Are any of your Employees related to any Metro board member or employee?                                                                                                                                                                        |        |
| 3. Are any of your Employees also Metro board members or employees?                                                                                                                                                                                |        |
| 4. Do any Metro board members or employees own any stock in your company, or that of your consultants or subcontractors?                                                                                                                           |        |
| 5. Have you or Employees given any gifts within the previous 12 months to a Metro board member or employee?                                                                                                                                        |        |

| Questions                                                                                                                                                                                                                                                                                   | Yes/No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 6. Have you, your Employees or their family members of your parent, subsidiaries and relate business entities as stated above, made any campaign contributions any present Metro Board Member or employee in the past four years?                                                           |        |
| 7. Have you employed or do you intend to employ as a lobbyist any former Metro board member or employee who has left Metro within the last twelve months?                                                                                                                                   |        |
| 8. Did you or you Employees receive any confidential information concerning this contract?                                                                                                                                                                                                  |        |
| 9. Did you or any of your Employees perform work within the last 3 years relating to the project or services contemplated to be performed under this contract, including development of the specifications or earlier phases of the project or services to be provided under this contract? |        |

|                                                                                                                                                                                                                  | No. of Pages Attached |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 10. If you answered "yes" to any question 1 through 9 above, explain in detail on a separate sheet the facts and information, including names, dates, amounts, and other circumstances relevant to the question. |                       |

You have read and shall abide by Metro Code of Conduct for Contractors at all times during your relationship with Metro. Your consultants and subcontractors you retain (if any) to perform any services under the contract you are seeking have or will promptly upon your hiring of those persons, shall read and abide by Metro Code of Conduct for Contractors. You have read and will continually remain in compliance with Metro Lobby Ordinance.

### C. **DECLARATION**

I, (name) \_\_\_\_\_, on behalf of (name of bidder/proposer) including \_\_\_\_\_ its \_\_\_\_\_ subcontractors and \_\_\_\_\_ consultants, \_\_\_\_\_ at which I am employed as (your title) \_\_\_\_\_, declare that after having made or caused to be made a reasonably diligent investigation both regarding my company and all sub-contractors and consultants designated by the above bidder/proposer, the foregoing responses, and the explanation on the attached sheet, if any, in response to question 10, are correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER/PROPOSER:** \_\_\_\_\_

## **GENERAL CERTIFICATIONS**

The Bidder/Proposer shall respond either "Yes" or "No" to each of the following where indicated. If the Bidder/Proposer's response is "No", a full explanation shall be provided in the space following the last item.

### **1.0 CERTIFICATE OF NONDISCRIMINATION**

Yes ☐ No ☐

The Bidder/Proposer hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Bidder/Proposer and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act Gov. Code § 12900 and the applicable regulations promulgated thereunder. The Bidder/Proposer agrees specifically to adhere to the following:

- A. Establish and observe employment policies that actively promote opportunities for minority persons and women at all job levels.
- B. Communicate this policy to all company employees, outside recruiting services, especially those serving minority communities and women, and minority communities and women at large.
- C. State in all solicitations or advertisements for employees that the Bidder/Proposer will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition).

### **2.0 AFFIRMATIVE ACTION**

Yes ☐ No ☐

The Bidder/Proposer certifies that it and those Subcontractors with subcontracts in excess of ten thousand dollars (\$10,000) are maintaining Affirmative Action Programs consistent with those required under Federal Executive Order 11246. The detailed requirements are set forth in the Contract Compliance Manual.

### 3.0 FRAUDULENT USE OF DBE FRONTS

Yes ☐ No ☐

Only certified Disadvantaged Business Enterprises are eligible to participate in Metro contracts as DBEs. The Bidder/Proposer certifies that it has not knowingly and willfully used "fronts" as defined in section 100.6 of Metro's Contract Compliance Manual (Federal) to meet the DBE goal established for this contract. The use of "fronts" and "pass through" Subcontracts to non-disadvantaged firms may constitute a criminal violation<sup>1</sup>.

### 4.0 WHISTLEBLOWER REQUIREMENTS

Yes ☐ No ☐

The Bidder/Proposer certifies that it will take no action, or adopt any rule, regulation or policy which is contrary to the provisions set forth in California Labor Code § 1101.

A full explanation of all "No" answers shall be provided below.

Bidder/Proposer hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1-4 are true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

|                                      |                                              |                |
|--------------------------------------|----------------------------------------------|----------------|
| _____<br>Typewritten or Printed Name | _____<br>Signature of Authorized<br>Official | _____<br>Title |
|--------------------------------------|----------------------------------------------|----------------|

<sup>1</sup> Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the Metro Small Business Diversity and Labor Compliance Office, at (213) 922-6000; the Metro Inspector General Office at (213) 344-7300 or the toll free hotline number (800) 221-1142; or to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline number (800) 424-9071; or to the following field office: 201 Mission Street, Suite 2210; San Francisco, CA 94105-1926; (415) 744-3133.



**BIDDER/PROPOSER:** \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,  
PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN  
TRANSIT OPERATIONS**

Bidder/Proposer hereby certifies that:

**A. Anti-drug Use and Alcohol Misuse Program**

(Choose one Alternative with "X" in the box)

1. ☐ Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

OR

2. ☐ Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

**B. Drug and Alcohol Testing Program**

(Choose one alternative with "X" in the box)

1. ☐ To the best of my knowledge and belief the Work required under the Contract will not require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

OR

2. ☐ To the best of my knowledge and belief the Work required under the Contract will require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

(If Alternative 2 was chosen, select one of the following alternatives with an "X" in the box)

- a. ☐ Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

OR

- b. ☐ Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

### **C. Submittals**

Bidder/Proposer will submit its Anti-drug Use and Alcohol Misuse Program, and, if B.2 was marked above, its Drug and Alcohol Testing Program, to Metro for review and approval prior to contract award.

Bidder/Proposer: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

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

**BIDDER/PROPOSER:** \_\_\_\_\_

**BUY AMERICA CERTIFICATE  
FOR COMPLIANCE WITH TITLE 49 USC § 5323(J)(2)(C)  
(For Procurement of Buses, Other Rolling Stock and Associated  
Equipment)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(2)(C) and the applicable regulations at 49 CFR Part 661.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

|                                      |                                              |                |
|--------------------------------------|----------------------------------------------|----------------|
| _____<br>Typewritten or Printed Name | _____<br>Signature of Authorized<br>Official | _____<br>Title |
|--------------------------------------|----------------------------------------------|----------------|

**BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC § 5323(j)(2)(C)**

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(2)(C), but may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

|                                      |                                              |                |
|--------------------------------------|----------------------------------------------|----------------|
| _____<br>Typewritten or Printed Name | _____<br>Signature of Authorized<br>Official | _____<br>Title |
|--------------------------------------|----------------------------------------------|----------------|

**BIDDER/PROPOSER:** \_\_\_\_\_

## **CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS (49 CFR PART 20)**

**To be submitted with each Bid/Proposal or offer of Bidder/Proposer exceeding \$100,000**

The \_\_\_\_\_ (Bidder/Proposer) certifies to the best of its knowledge and belief that:

1. No federally 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, an employee of a member of Congress; or any Board member or employee of Metro in connection with the awarding of any federal contract; any federally funded contract; or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, federally funded 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 making lobbying contacts, or influencing or attempting to influence; an officer or employee of any agency; a member of Congress; an officer or employee of Congress; an employee of a member or Congress or a Board member or employee of Metro in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall register and comply with all federal disclosure requirements.
3. The undersigned shall require that the language of this certification be included in the solicitation and award documents for all subawards at all tiers including but not limited to subcontracts, subgrants and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any offeror 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.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Signature of Authorized  
Official

\_\_\_\_\_  
Title

## RESTRICTIONS ON LOBBYING

(a) Definitions, as used in this clause:

**Agency** as defined in Title 5 USC § 552(f), includes federal executive departments and agencies as well as independent regulatory commissions and government corporations, as defined in Title 31 USC § 9101(1).

**Metro** means the Los Angeles County Metropolitan Transportation Authority.

**Covered Federal action** means any of the following federal actions:

1. The awarding of any federal contract;
2. The making of any federal grant;
3. The making of any federal loan;
4. The entering into of any cooperative agreement, and
5. The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

Covered federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

**Indian tribe** and **tribal organization** have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act Title 25 USC § 450(b). Alaskan Natives are included under the definitions of Indian tribes in that Act.

**Influencing or attempting to influence** means making, with the intent to influence, any communication to or appearance before 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 any covered federal action.

**Local government** means a unit of government in a state and, if chartered, established, or otherwise recognized by a state for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

**Officer or employee of an agency** includes the following individuals who are employed by an agency:

1. An individual who is appointed to a position in the government under Title 5, USC, including a position under a temporary appointment;
2. A member of the uniformed services as defined in Title 37 USC § 101(3);
3. A special government employee as defined in, Title 18 USC § 202; and,
4. An individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5 USC Appendix 2.

**Person** means an individual, corporation, company, association, authority, firm, partnership, society, state, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization,

or any other Indian organization with respect to expenditures specifically permitted by other federal law.

**Reasonable compensation** means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the federal government.

**Reasonable payment** means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

**Recipient** includes all contractors and subcontractors at any tier in connection with a federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

**Regularly employed** means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 days.

**State** means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a state, and a multi-state, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Title 31 USC § 1352 provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: 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) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal

contract if the payment is for agency and legislative liaison activities not directly related to a covered federal action.

- (B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
  - (C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at anytime only where they are not related to a specific solicitation for any covered federal action:
    - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the persons products or services, conditions or terms of sale, and service capabilities, and
    - (2) Technical discussions and other activities regarding the application or adaptation of the persons products or services for an agency's use.
  - (D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only when they are prior to formal solicitation of any covered federal action:
    - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered federal action;
    - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to official submission, and
    - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
  - (E) Only those activities expressly authorized by paragraph (b) (2) (i) of this section are allowable under paragraph (b) (2) (i).
- (ii) Professional and technical services by Own Employees.
- (A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract or an extension, continuation, renewal, amendment, or modification of a federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.
  - (B) For purposes of paragraph (b) (2) (ii) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any

professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her clients proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability



of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (D) Persons other than officers or employees of a person requesting or receiving a covered federal action include consultants and trade associations.
- (E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

- (1) Each person who requests or receives from Metro a contract with federal assistance shall file with Metro a certification, set forth in Bid/Submittal Form entitled FEDERAL LOBBYING CERTIFICATION, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from Metro a contract with federal assistance shall file with Metro a disclosure form, Standard Form-LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
  - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or,
  - (iii) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (c) (1) of this section a subcontract with a contract value exceeding \$100,000 at any tier under a contract with federal assistance shall file a certification, and a disclosure form, if required, to the next tier above. All disclosure forms shall be forwarded from tier to tier until received by the Prime Contractor who will forward it to Metro.

## EXHIBIT 1

### CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify on behalf of  
(Name and title of contracting or sub-contracting official)

\_\_\_\_\_ that:  
(Name of contractor or subcontractor)

- (1) No federally 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 federally 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typewritten or Printed Name)

\_\_\_\_\_  
(Title of Authorized Official)

## EXHIBIT 2

### DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation of receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 USC § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime if the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program, name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-46-00046). Washington, D.C. 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to Title 31 USC § 1352  
(See reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post award</p>                                                                                                                                                        | <p>3. Status of Federal Action:</p> <p><input type="checkbox"/> a. initial change</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Congressional District, if known:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                    | <p>5. If Reporting Entity in No. 4 is subawardee. Enter name and Address of Prime:</p> <p>Congressional District, if known:</p>                                                                                                            |
| <p>6. Federal Department/Agency:</p> <p><b>Department of Transportation</b><br/><b>Federal Transit</b><br/><b>Administration</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                            |
| <p>8. Federal Action Number, if known:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>9. Award Amount, if known:</p> <p>\$ _____</p>                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                            |
| <p>10. a. Name and Address of Lobbying Entity<br/>(if individual, last name, first name, MI):</p> <p style="text-align: center;">attach continuation sheet(s) SF-LLL-A if necessary</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>b. Individuals Performing Services (including address if different from No. 10.a)<br/>(last name, first name, MI):</p> <p style="text-align: center;">attach continuation sheet(s) SF-LLL-A if necessary</p>                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>11. Amount of Payment (check all that apply):    \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="text-align: center;">value _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify _____</p> |                                                                                                                                                                                                                                            |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employer(s), or member(s) contacted, for Payment indicated in Item 11:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>16. Information requested through this form is authorized by Title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> </div> <div style="width: 50%;"> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> </div> </div> |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>Federal Use Only: <span style="float: right;">Authorized for Local Reproduction Standard Form - LLL</span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction Standard Form LLL-A

**BIDDER/PROPOSER:** \_\_\_\_\_

## **CERTIFICATION OF PROSPECTIVE CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **PRIMARY COVERED TRANSACTIONS MUST BE COMPLETED BY BIDDER FOR CONTRACT VALUE OVER \$100,000**

[See Instructions for Completion in Instructions to Bidders in the section entitled CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION]

Choose one alternative with "X" in the box:

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

**OR**

- ☐ The Bidder is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Bidder 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 Title 31 USC § Sections 3801 are applicable thereto.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Signature of Authorized  
Official

\_\_\_\_\_  
Title

## **CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Pursuant to 49 CFR Part 29, to confirm the eligibility of the Bidder/Proposer or any covered Subcontractor to contract with Metro, Bidder/Proposer shall complete and submit with the bid/proposal the Certificate entitled "Certification of Prospective Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and comply with subsection B below related to each Lower Tier covered transaction.

1. Instructions for Bidder/Proposers Certification - Primary Covered Transactions
  - A. In addition to signing and submitting this bid/proposal, the Bidder (also referred to as "prospective primary participant") shall also provide the Certificate entitled Certification of Potential Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transaction.
  - B. The inability of a person to provide the subject certification will not necessarily result in denial of participation in this Contract (also referred to as "primary covered transaction" or "covered transaction). The Bidder/Proposer shall submit an explanation of why it cannot provide the subject certification. The certification or explanation will be considered in whether or not to enter into this Contract. Failure of the Bidder/Proposer to furnish a certification or an explanation shall disqualify the Bidder/Proposer from participation of this Contract.
  - C. This certification is a material representation of fact upon which Metro will rely when Metro determines whether to enter into this Contract. If it is later determined that the Bidder/Proposer knowingly rendered an erroneous certification, Metro may terminate this Contract for cause or default in addition to other remedies available to Metro.
  - D. The Bidder/Proposer shall provide immediate written notice to Metro if at any time the Bidder/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - E. The terms covered transaction (or as used herein "Contract"), debarred, suspended, ineligible, lower tier covered transaction (or as used herein "Subcontract" including a subcontract with a supplier), participant (or as used herein "Bidder/Proposer"), person, primary covered transaction (or as used herein "Contract" or "Prime Contract"), principal, bid/proposal (or as used herein "Bidder/Proposer") and voluntarily excluded, as used in this Section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The Bidder/Proposer may contact Metro for assistance in obtaining a copy of those regulations.
  - F. The Bidder/Proposer agrees by submitting this bid/proposal that, should the Contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9,



subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Metro.

- G. The Bidder/Proposer further agrees by submitting this bid/proposal that it will include subsection B of this section and the certification titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by Metro in the Bid/Proposal Forms without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - H. The Bidder/Proposer may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Bidder/Proposer may decide the methods and frequency by which it determines the eligibility of its principals. The Bidder/Proposer may, but is not required to, check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs".
  - I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section. The knowledge and information of the Bidder/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - J. Except for transactions authorized under paragraph 6 of this subsection, if a Bidder/Proposer knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may terminate this transaction for cause or default.
2. Instructions for Prime to Require of Sub-contractors Certification - Lower Tier Covered Transactions
- A. By signing and submitting its lower tier bid/proposal, the prospective lower tier participant shall provide the certification in the Bid/Proposal Form entitled Certification of Prospective Lower Tier Participant Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
  - B. The certification in this subsection is a material representation of fact upon which Metro will rely when Metro enters into the Contract. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.
  - C. The prospective lower tier participant shall provide immediate written notice to the Bidder/Proposer if at any time the prospective lower tier participant learns

that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- D. The terms covered transaction (or as used herein "Contract"), debarred, suspended, ineligible, lower tier covered transaction (or as used herein "Subcontract," including a subcontract with a Supplier), participant (or as used herein "Bidder/Proposer"), person, primary covered transaction (or as used herein "Contract" or "Prime Contract"), principal, bid/proposal, and voluntarily excluded, as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The prospective lower tier participant may contact the Bidder/Proposer for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting its bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by Metro.
- F. The prospective lower tier participant further agrees by submitting its bid/proposal that it will include this subsection B and the Certification (in the Bid/Proposal Forms) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of this subsection, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.

**BIDDER/PROPOSER:** \_\_\_\_\_

**CERTIFICATION OF PROSPECTIVE LOWER TIER PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**LOWER TIER COVERED TRANSACTIONS MUST BE COMPLETED BY PROSPECTIVE  
LOWER TIER PARTICIPANT (SUBCONTRACTOR OR SUPPLIER FOR CONTRACT  
VALUE OVER \$100,000.00)**

Choose one alternative with an "X" in the box:

☐ The prospective lower tier participant \_\_\_\_\_ certifies by submission of its lower tier bid or proposal to the best of its knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

**OR**

☐ The prospective lower tier participant \_\_\_\_\_ is unable to certify that neither it nor its principals is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded and attaches its explanation to this certification.

The prospective lower tier participant 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 Title 31 USC § 3801 are applicable thereto.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

|                             |                                     |       |
|-----------------------------|-------------------------------------|-------|
| _____                       | _____                               | _____ |
| Typewritten or Printed Name | Signature of Authorized<br>Official | Title |

## **CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION INSTRUCTIONS**

Pursuant to 49 CFR Part 29, to confirm the eligibility of the Bidder/Proposer or any covered Subcontractor to contract with Metro, Bidder/Proposer shall complete and submit with the bid/proposal the Certificate entitled "Certification of Prospective Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and comply with Subsection B below related to each lower tier covered transaction.

### **1. Instructions for Bidder/Proposers Certification - Primary Covered Transactions.**

1. In addition to signing and submitting this bid/proposal, the Bidder (also referred to as "prospective primary participant") shall also provide the Certificate entitled Certification of Potential Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transaction.
2. The inability of a person to provide the subject certification will not necessarily result in denial of participation in this Contract (also referred to as "primary covered transaction" or "covered transaction.") The Bidder/Proposer shall submit an explanation of why it cannot provide the subject certification. The certification or explanation will be considered in whether or not to enter into this Contract. Failure of the Bidder/Proposer to furnish a certification or an explanation shall disqualify the Bidder/Proposer from participation of this Contract.
3. This certification is a material representation of fact upon which Metro will rely when Metro determines whether to enter into this Contract. If it is later determined that the Bidder/Proposer knowingly rendered an erroneous certification, Metro may terminate this Contract for cause or default in addition to other remedies available to Metro.
4. The Bidder/Proposer shall provide immediate written notice to Metro if at any time the Bidder/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction or as used herein Contract, debarred, suspended, ineligible, lower tier covered transaction or as used herein "Subcontract" including a subcontract with a supplier, participant or as used herein Bidder/Proposer, person, primary covered transaction or as used herein Contract or Prime Contract, principal, bid/proposal or as used herein Bidder/Proposer and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The Bidder/Proposer may contact Metro for assistance in obtaining a copy of those regulations.
6. The Bidder/Proposer agrees by submitting this bid/proposal that, should the Contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Metro.
7. The Bidder/Proposer further agrees by submitting this bid/proposal that it will include subsection B of this section and the certification titled Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, provided by Metro in the Bid/Proposal Forms without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The Bidder/Proposer may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Bidder/Proposer may decide the methods and frequency by which it determines the eligibility of its principals. The Bidder/Proposer may, but is not required to, check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs."
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Bidder/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of this subsection, if a Bidder/Proposer knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9 subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may terminate this transaction for cause or default.

## 2. Instructions for Certification - Lower Tier Covered Transactions

1. By signing and submitting its lower tier bid/proposal, the prospective lower tier participant shall provide the certification in the Bid/Proposal Form entitled Certification of Prospective Lower Tier Participant Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
2. The certification in this subsection is a material representation of fact upon which Metro will rely when Metro enters into the Contract. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Bidder/Proposer if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction or as used herein Contract, debarred, suspended, ineligible, lower tier covered transaction or as used herein Subcontract, including a subcontract with a Supplier, participant or as used herein Bidder/Proposer, person, primary covered transaction or as used herein Contract or Prime Contract, principal, bid/proposal, and voluntarily excluded, as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The prospective lower tier participant may contact the Bidder/Proposer for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting its bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by Metro.
6. The prospective lower tier participant further agrees by submitting its bid/proposal that it will include this subsection B and the Certification (in the Bid/Proposal Forms) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of this subsection, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.

PROPOSER: \_\_\_\_\_

## LOCAL EMPLOYMENT PLAN PROPOSER CERTIFICATION

I [name of corporate officer] \_\_\_\_\_ certify, upon penalty of perjury under the laws of the State of California, that the information provided in the Local Employment Plan submitted by [name of proposer] \_\_\_\_\_ is true and correct to my knowledge, and that [name of proposer] \_\_\_\_\_ has an internal Cost Accounting System that provides for the segregation of work hours and costs that can be utilized to verify the information provided in the Local Employment Plan for Contract OPxxxx.

Executed on \_\_\_\_\_, 2015 at \_\_\_\_\_  
Date Location

|                             |                                |       |
|-----------------------------|--------------------------------|-------|
| _____                       | _____                          | _____ |
| Typewritten or Printed Name | Signature of Corporate Officer | Title |

PROPOSER: \_\_\_\_\_

## LOCAL EMPLOYMENT PLAN SUBCONTRACTOR CERTIFICATION

I [name of corporate officer] \_\_\_\_\_ certify, upon penalty of perjury under the laws of the State of California, that the information provided regarding [name of subcontractor] \_\_\_\_\_ in the Local Employment Plan submitted by [name of proposer] \_\_\_\_\_ is true and correct to my knowledge, and that [name of subcontractor] \_\_\_\_\_ has an internal Cost Accounting System that provides for the segregation of work hours and costs that can be utilized to verify the information provided in the Local Employment Plan.

Executed on \_\_\_\_\_, 2015 at \_\_\_\_\_  
Date Location

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Signature of Corporate  
Officer

\_\_\_\_\_  
Title



PROPOSER: \_\_\_\_\_

## **FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

**Name of signer:** \_\_\_\_\_

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

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

## **TRANSIT VEHICLE MANUFACTURER CERTIFICATION**

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

PROPOSER: \_\_\_\_\_

## **DBE CERTIFICATION (BUS PROCUREMENT)**

The Bidder/Proposer hereby certifies that it has complied with requirements of Title 49 of Federal Regulations Code Part 26.49, by submitting an annual Disadvantaged Business Enterprise Goal's Plan to the Federal Transportation Administration for approval.

\_\_\_\_\_  
(Name of Firm)

Further, the Bidder/Proposer certifies that its annual Disadvantaged Business Enterprise (DBE) Goals Plan has either been approved, or not disapproved by the Federal Transportation Administration.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Signature of Authorized  
Official

\_\_\_\_\_  
Title