



Request for Proposal
for
Fleet Renewal Campaign

Contact:

Ryan Gripp, Capital Projects Manager
Santa Barbara Metropolitan Transit District (MTD)
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Request for Proposal (RFP) for Fleet Renewal Campaign PROJECT SUMMARY SHEET

Project Name: Fleet Renewal Campaign (FRC) RFP

Solicitation Issuance Date: Thursday, July 14, 2020

Project Description: Perform a bus fleet refurbishment campaign on a select number, make, and model of buses from MTD's existing fleet. This renewal campaign will extend the useful life of the identified fleet and include, but not be limited to, engine replacements (engines to be provided by MTD) re-painting and application of new bus graphics, and other interior and exterior repairs/replacements.

Location of Buses: 550 Olive Street, Santa Barbara, CA 93101

Pre-Submittal Conference Call-In Meeting Date/Time: Tuesday, July 21, 2020 at 10:00 A.M. PST
(Non-Mandatory)

Pre-Submittal Vehicle Inspections: **(by appointment only)** July 22, 2020

Pre-Submittal Meeting Call-in Information: RSVP to participate required by Monday, July 20, 2020 at 12:00 P.M. PST to rgripp@sbmtd.gov

Requests/Clarifications Deadline: Thursday, July 30, 2020 at 3:00 P.M. PST

Submittal Due Date/Time: Thursday, August 20, 2020 at 3:00 P.M. PST

Submittal Due Location: MTD Administrative Offices, 550 Olive Street, Santa Barbara, CA 93101
(US Mail or mail slot drop-off)

Submittal Contents: Proposal; Price Proposal, Bidder Information, References & Suppliers, Non-Collusion Declaration and Compensation Certification, Acknowledgement of Addenda forms, Lobbying Certification, and Buy America Certification

Anticipated Contract Issuance Date: Friday, September 18, 2020

Solicitation Contact: Ryan Gripp, Capital Projects Manager, (805) 883-4241, rgripp@sbmtd.gov

Type of Solicitation: Negotiated procurement based on evaluation of qualifications to perform the scope of work and fair and reasonable pricing ("qualifications based procurement")

Type of Contract: Firm Fixed Price

Bonding Required: Performance Bond in accordance with Section 19 of the *MTD Master Agreement*

Licenses Required: Current licenses as required by the State of California for performance of the types of work in this RFP

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Request for Proposal for Fleet Renewal Campaign
SOLICITATION INSTRUCTIONS

PRE-SUBMITTAL ACTIVITIES

1.1 PROJECT DESCRIPTION

The Santa Barbara Metropolitan Transit District (MTD) is issuing this *Request for Proposal (RFP) for Fleet Renewal Campaign* to engage the services of a qualified firm to perform the complete refurbishment of select buses from MTD's fleet.

MTD's Fleet Renewal Campaign (FRC) is part of the an ongoing effort to maintain the reliability and service availability of its fleet. The campaign consists of an overhaul, with varying levels of work, for up to 85 buses from the MTD fleet. The 85 buses are divided into three distinct groups (labeled "Group 1", "Group 2", and Group 3" in the *Scope of Work*). Groups 1 and 2 are anticipated to be completed within 18 months to minimize interference with revenue service and to avoid impacting the spare fleet ratio. Work on Group 3 buses, if initiated by MTD, will take place any time between the completion of Group 1 and 2 work and the end of the contract term. The FRC refurbishment work to be performed and buses involved in each group are provided in the *Scope of Work*, and includes, but is not limited to: new exterior graphics, paint and finish; identification and repair of missing or damaged components; replacement of existing engines on select vehicles (engines to be provided by MTD); participation in acceptance testing; and quality assurance verification in accordance with original equipment manufacturer (OEM) and MTD standards established in the RFP. Proposers shall note that the preceding work is anticipated, but not guaranteed. All work outlined in this RFP is at MTD's discretion and execution of such work is subject to the availability of funding.

Groups 1 and 2 of the FRC and the work to be performed on the vehicles in these groups is anticipated to proceed as outlined in the *Scope of Work*. However, Group 3 is considered an optional grouping of work, which may or may not include all 51 vehicles in Group 3. MTD is interested in work being performed on Group 3 buses, but due to concerns of future funding and potential ridership loss related to the COVID-19 pandemic, MTD must wait to determine if and how many of the Group 3 vehicles will proceed as part of the FRC. MTD will coordinate Group 3 efforts closely with the awarded Contractor.

In addition to the "Base" work (planned work), MTD is interested in obtaining costs and scheduling for "Optional" work to possibly be performed on the vehicles in the three groups. This work includes but is not limited to: interior and exterior light conversion to LED lighting; installation of engine compartment lighting; replacement of driver seats and wheelchair ramp floor covering; and installation of air conditioning systems. A distinction between the two categories of work ("Base" and "Optional") is provided in the *Scope of Work*. MTD, at its discretion, will decide what, if any, of the "Optional" work will be performed.

As a result of responses to this RFP, MTD plans to review submissions and possibly conduct interviews with selected submitters it determines are most qualified to meet the scope of work and rank them by level of qualifications. A price proposal will be submitted separately and used as explained below to select the most qualified firm that also proposes a reasonable price for the project. Subject to the information below, it is anticipated a contract will be awarded to the successful proposer in September, 2020.

1.2 RFP CONTENTS & CONTRACT DOCUMENTS

These *Solicitation Instructions* provide direction on preparing submittals and describe the evaluation, review, and contract award process. Attached are required forms and certifications to be completed and included as part of the submittal. The RFP consists of the following items and is available on the MTD website at <http://www.sbmtd.gov/about/doing-business/>.

- ❑ *Solicitation Instructions* which is the document presently being read
- ❑ Various attached forms to be completed as part of the proposal submittal process
- ❑ *Scope of Work* and appendices which specifies the work to be completed under the contract
- ❑ *MTD Master Agreement* which will serve as the contract between MTD and the winning firm

Proposers should be certain to read all documents in this RFP in order to prepare proposals correctly and be fully aware of the contractual terms and conditions. Failure of a proposer to follow instructions may result in rejection or disqualification of its proposal, and lack of knowledge of the contract terms shall not excuse it from its obligations.

1.3 PRE-SUBMITTAL MEETING & VEHICLE INSPECTIONS (NON-MANDATORY)

There is a non-mandatory pre-submittal call-in meeting to review the RFP process and speak with MTD staff. The meeting will be at 10:00 AM on Tuesday, July 21, 2020 and interested vendors must reserve a space for the call-in by Monday, July 20, 2020 at 12:00 P.M. PST by contacting the MTD Capital Projects Manager, Ryan Gripp, at rgripp@sbmtd.gov. This will be the only opportunity for proposers to engage MTD staff “live.” In addition, there will be an opportunity to perform a minimal vehicle inspection (exterior, interior, engine compartment only) of select vehicles included in the FRC. Inspections will be allowed by appointment only on Wednesday, July 22, 2020 from 9:00 AM until 3:00 PM. Inspections will be no more than one hour and participants will abide by MTD’s COVID-19 safety protocols (e.g. social distancing, PPE). Requests for vehicle inspection reservations will be via email to Ryan Gripp at rgripp@sbmtd.gov by Monday, July 20, 2020 at 12:00 P.M. PST (same deadline as RSVP for participation in the pre-submittal call-in meeting).

1.4 COMMUNICATIONS, REQUESTS & CLARIFICATIONS

MTD will consider requests for clarifications or changes to the RFP until Thursday, July 30, 2020 at 3:00 PM. To be considered, such communications must be via email to Ryan Gripp at rgripp@sbmtd.gov. Change requests must be provided with sufficient information supporting the request to allow MTD to make a fair and reasonable determination.

1.5 RFP MODIFICATIONS & ADDENDA

MTD reserves the right to amend this RFP through written addenda. No other form of communication with any officer, employee or agent of MTD shall be binding upon MTD. Addenda will be posted to the MTD website at <http://www.sbmtd.gov/about/doing-business/> and concurrently sent via email to all parties on the interested party list or which previously received the RFP. Failure of a proposer to receive any addendum shall not relieve it from any obligation under the RFP as clarified or modified.

1.6 RFP & CONTRACT TERMINOLOGY

In this solicitation and the resultant contract, MTD may interchangeably use the terms “bid,” “offer,” “proposal” or “submittal” to mean your response to this solicitation. Also, MTD may interchangeably use the terms “bidder,” “offeror,” “submitter” or “proposer” meaning you as the responder to this solicitation. In addition, the terms “successful bidder,” “successful offeror,” “successful proposer,” “successful submitter,” “supplier,” “vendor,” “consultant,” and “firm” have the same meaning as the party to which a contract is awarded.

1.7 RFP SCHEDULE

Issue RFP	July 14, 2020
Pre-submittal Call-In Meeting	July 21, 2020
Deadline for Proposers' Written Questions (3:00 P.M. PST)	July 30, 2020
MTD Response to Written Questions	August 4, 2020
Proposal Receipt Deadline (3:00 P.M. PST)	August 20, 2020
MTD Schedule Interviews, If Any	August 26, 2020
Proposer Interviews, If Needed	September 2, 2020
Price Negotiations, If Needed	September 3-4, 2020
Consideration of Award by MTD Board of Directors	September 15, 2020
Issue Contract	September 18, 2020

SUBMITTAL PREPARATION & SUBMISSION

1.8 MTD FORMS

Price Proposal— Proposal shall include the fully completed and signed *Price Proposal* form included in this RFP showing the total compensation for carrying out the project under the terms of the contract. The table representing proposed labor categories and rates throughout the FRC for each component and subcomponent must be populated (Table 1). In addition, the labor hours, rates, parts and material required, and total costs for each component and subcomponent for all vehicles in each group, for “Base” and “Optional” work is to be included in Table 2. Labor unit rates include fringe benefits, direct and indirect costs, and any other administrative fees. The *Price Proposal* form shall be in a separate sealed envelope from the other documents submitted for this RFP. **Failure to include the fully completed and signed Price Proposal form will render the proposal non-responsive and it will be rejected.**

Bidder Information—Submittal shall include the fully completed *Bidder Information* form included in this RFP.

References & Suppliers—Submittal shall include the *References & Suppliers* form included in this RFP. Note that only the “Credit References” and “Suppliers” sections are required for this solicitation. **Please be certain to list contact names and phone numbers that are accurate and current.**

Work References—Submittal shall include the *Work References* form included in this RFP. **Please be certain to list contact names and phone numbers that are accurate and current.**

Non-Collusion Declaration and Compensation Certification—Submittal shall include the fully completed and signed *Non-Collusion Declaration and Compensation Certification* form included in this RFP.

Acknowledgement of Addenda—Proposer shall acknowledge either receipt of each Addendum or that there were no addenda by including in its bid the fully completed and signed *Acknowledgement of Addenda* form in this RFP. **Failure to include the signed Acknowledgement of Addenda form will render the bid non-responsive and it will be rejected.**

Lobbying Certification—A signed *Lobbying Certification* form included in this RFP is required by federal law for bids of \$100,000 or more. Monetary civil penalties may apply for failure to file this certification.

Buy America Certification—A fully completed *Buy America Certification* form included in this RFP is required for bids of more than \$150,000. Bidder is required to provide either a Certificate of Compliance or Certificate of Non-Compliance as indicated on the form. For more about Buy America Requirements see item 2 of the *Federal Transit Administration: Contract Provisions* included in this RFP.

1.9 BIDDER-PREPARED DOCUMENTS

Project Proposal—A submittal indicating the capability of the offeror to perform the attached *Scope of Work* is required. Proposals shall include the information and be formatted as follows:

- Cover Letter. Letter shall be signed by an officer authorized to bind the offeror contractually and shall address the below matters.
 - Offeror's interest and willingness to enter into a contract with MTD to perform the work as described in the attached *Scope of Work*; and offeror's commitment to the effect that it would exert its "best efforts" in fulfilling its responsibilities therein.
 - Offeror's willingness to accept the contract terms and conditions included in the *MTD Master Agreement*, the *Federal Transit Administration: Contract Provisions* and the *Scope of Work*. If there are any contract terms that the offeror will not accept or proposes modifications to, the specifics of such should also be addressed in the cover letter or an attachment thereto. MTD is limited in its ability to alter the terms and will assess whether it would be able to contract with the offeror under the offeror's proposed contract revisions.
 - Offeror's ability and willingness to obtain insurance meeting the requirements indicated in paragraph 18 of the *MTD Master Agreement*.
- General Background. Include the date your firm went into business, its growth pattern, types of services provided, number of personnel employed, and any other relevant information to provide proposal evaluators with an understanding of the proposer's business. Include an organization chart of the firm.
- Firm Experience and Expertise. Provide a detailed explanation of the experience and expertise of the firm. Include experience/expertise related to transit agencies and work similar to that described in the *Scope of Work*.
- Individual Experience and Expertise. Provide a detailed explanation of the experience and expertise of personnel the submitter proposes to use to support MTD in meeting the requirements of a contract resulting from this RFP. Include resumes for key personnel mentioned in this section. The information provided should identify organization affiliations and licenses held which pertain to the work specified in support of MTD. Key personnel are expected to be committed for the project. Replacement of such personnel will not be permitted without prior consultation with and approval from MTD.
- Subcontractors. List any subcontractors offeror may engage to provide support for any work outlined in the *Scope of Work* that offeror's firm is unable to perform with in-house resources. Include experience and expertise of subcontractor's firm, and that of their personnel anticipated to be working on the MTD project.
- Work Sample. Provide a list of engine repowers and vehicle refurbishments, similar to the work described in the *Scope of Work*, performed within the last five years. Indicate the quantity of buses involved. The names and contact information for those organizations should be listed on the *Work References* form.
- Work Plan and Schedule. Provide a detailed outline of the process and schedule for executing the project using MTD's Notice to Proceed as a starting point. Include key deliverables and an explanation of how your approach successfully addresses the work described in the *Scope of Work*. MTD anticipates that the work associated with Group 1 and 2 vehicles, including "Optional" work, can be completed within 18 months after award of contract (AOC). The schedule shall include/account for the following:

- Detailed schedule only needs to account for buses in Groups 1 and 2
- Time in calendar days from AOC to complete the work in Groups 1 and 2
- Number of MTD buses at Contractor's facility at any given time limited to two Group 1 buses and two Group 2 buses
 - Cannot have more than one 60' articulated bus at one time
- Major milestones (should coincide with tasks listed in the *Scope of Work* like delivery of the pilot bus for Groups 1 and 2 and Cummins installation quality assurance testing for the first bus in Group 1)
- Should account for "Optional" work in Groups 1 and 2
- Conditions it considers necessary to meet its proposed schedule
- While Group 3 does not need to be part of the detailed schedule, proposer should include general schedule information (estimated amount of time it would take to complete the work listed for a Group 3 bus) and conditions for completing the work (amount of notice MTD must provide Contractor if MTD elects to have work performed on Group 3 buses)
- Warranty Requirements. Provide a plan to address the warranty requirements identified in the *Scope of Work*, including list of facilities, field service response time, number of technicians available for field service, etc.
- Additional Relevant Information (Optional). Provide additional relevant information that may be helpful in the selection process (not to exceed 2 double-spaced pages). This information is optional.

1.10 SUBMITTAL CONTENTS, LOCATION, & DEADLINE

Contents—Proposer shall submit one package with three envelopes in a non-transparent, sealed packaging plainly marked on the exterior with the name of the proposer and the following: "Fleet Renewal Campaign RFP." If using US Mail or a delivery service, submittals must still be enclosed in the specified packaging within any delivery service packaging. The proposal package shall contain the following:

- Envelope 1: MTD Forms (except Price Proposal form). In an envelope labeled "MTD Forms" include the fully completed *Bidder Information, References & Suppliers, Work References, Non-Collusion Declaration and Compensation Certification, Acknowledgement of Addenda, Lobbying Certification, and Buy America Certification* forms. Envelop shall include one set marked as original and one electronic set (flash drive).
- Envelope 2: Price Proposal. In an envelope labeled "Price Proposal" include the fully completed *Price Proposal* form. Envelop shall include one set marked as original and one electronic set (flash drive).
- Envelope 3: Project Proposal. In an envelope labeled "Project Proposal" include all of the requested information in the "Project Proposal" section above. Envelop shall include a total of seven complete sets of the project proposal. This shall include one set marked as original, five complete copies, and one electronic set (flash drive).

Location—Submittals shall be delivered to:

Santa Barbara Metropolitan Transit District
Fleet Renewal Campaign RFP
550 Olive Street
Santa Barbara, CA 93101

MTD's office building at 550 Olive Street in Santa Barbara, CA is closed to visitors until further notice due to COVID-19. As a result, proposers cannot hand deliver their proposals to an MTD employee. However, as an alternative to mailing your submittal, proposers may drop their submittal through the mail slot to the right of MTD's entry door at the foregoing address. Note that all proposals, whether mailed or dropped through the mail slot, must be received by the deadline.

Deadline—Submittals will be accepted until 3:00 PM, local time, on Thursday, August 20, 2020. Unless due to the fault of MTD, submittals received after such time cannot be considered and will be returned to the submitter unopened. There will be no public opening of submittals at the deadline or otherwise.

1.11 WITHDRAWAL OF SUBMITTALS

A proposer may withdraw a submittal any time prior to the submittal deadline by submitting a written request executed by the proposer's authorized representative. Any such withdrawal does not prejudice the right to resubmit a proposal by the submittal deadline.

1.12 SUBMITTAL STIPULATIONS

Submittals submitted as a result of this solicitation become the property of MTD. MTD will not pay any cost incurred by a bidder resulting from preparation or delivery of its submittal. Submittals will remain valid for 90 calendar days following the submittal due date. MTD reserves the following rights and will exercise such rights if it is in MTD's best interest to do so:

- Accept or reject any and all bids, or any item or part thereof.
- Waive any informalities or irregularities in bids.
- Withdraw this IFB/RFP at any time without prior notice.
- Postpone bid openings.
- Not award a contract to any bidder responding to this IFB/RFP.
- Award a contract without negotiations or discussions.

1.13 FAILURE TO PERFORM

MTD may remove from mailing lists for future IFBs/RFPs, for an undetermined period of time, the name of any bidder for failure to accept a contract and/or unsatisfactory performance.

EVALUATION

1.14 RESPONSIVENESS

MTD shall examine the proposals for the purpose of ascertaining its completeness and responsiveness to the provisions of this solicitation. Such process may involve requesting additional or clarifying information from the offeror. Proposals that do not contain all required materials, information or forms; or where such materials, information, or forms are substantially incomplete, may be determined as non-responsive and rejected by MTD. In such cases, MTD shall notify the offeror in writing of its rejection and the basis thereof.

1.15 EVALUATION CRITERIA

An Evaluation Committee will evaluate and rank submittals to determine the most qualified offeror(s) using the criteria in the table below. Following the initial evaluation and scoring the Evaluation Committee will develop a ranking of submittals. Based upon the initial ranking, MTD's staff may either (1) transmit to the General Manager and/or Board of Directors a recommendation of contract award to the highest ranked offeror; or (2) recommend establishment of a competitive range.

Category	Description	Scoring Criteria
Technical Proposal	Quality of firm's technical proposal, and process and procedures for performing work described in the <i>Scope of Work</i> .	30
Qualifications of Firm and Experience	Relevant experience of the proposer and key personnel specific to the work required under the <i>Scope of Work</i> , and customer references.	25
Project Approach and Schedule	Effectiveness of the proposer's project management structure, quality of facilities to be used in executing and managing the project, thoroughness and timeliness of the proposed project schedule, and commitment to minimizing disruption to revenue service.	25
Price Proposal	The competitiveness, cost effectiveness and reasonableness of the proposer's project cost.	20
Total		100

1.16 COMPETITIVE RANGE

If MTD staff determines that a competitive range should be established, offerors within the competitive range will be identified and notified promptly. The competitive range may include all or a portion of the offerors. Offerors determined to be within the competitive range may be invited for an interview and/or asked to submit a Best and Final Offer (BAFO).

1.17 BIDDER RESPONSIBILITY

When MTD determines the highest ranked offeror or offerors within the competitive range, MTD will assess their responsibility, which in this solicitation is defined as satisfactory performance in previous contracts and having the financial capacity to undertake the project. MTD will use the reference information provided in the submittal and other information, as needed, for this determination. If the highest ranked offeror, or an offeror within the competitive range, is not determined to be responsible, it will no longer be considered.

1.18 INTERVIEWS

As part of the evaluation process, MTD may conduct interviews with the highest ranked offeror or offerors within the competitive range (whichever is applicable). Such interviews are for information gathering and clarification for the Evaluation Committee. MTD may conduct interviews in person, by phone or through a video conferencing service like Zoom. Any offeror requested to be interviewed shall make its best effort to be available during the interview dates listed in this solicitation. MTD reserves the right to award a contract without interviews and/or negotiations if deemed unnecessary to determine the most qualified, responsible offeror with a fair and reasonable Price Proposal.

1.19 BEST AND FINAL OFFER (BAFO)

MTD may require offerors in the competitive range to submit BAFOs, which include any modifications to their "Project Proposal" and written responses to any issues, concerns and questions that were raised during the interviews and/or MTD's written request for BAFOs. MTD reserves the right to require a second round of BAFOs after the initial round has concluded.

1.20 FINAL EVALUATION

If MTD chooses to conduct interviews and/or request BAFO submittals, the Evaluation Committee will conduct a final round of scoring that takes into consideration information gleaned from interviews and/or BAFOs. Based upon the final scores, MTD will determine the highest ranked offeror.

1.21 PRE-AWARD DELIVERABLES

Upon determination of the most qualified, responsible offeror with a fair and reasonable Price Proposal and prior to consideration of contract award, MTD will request the following from the offeror:

Insurance Certificate—A certificate of insurance showing the coverage types and dollar limits stipulated in paragraph 18 of the *MTD Master Agreement*.

CONTRACT AWARD

Upon determination of the most qualified, responsible offeror with a fair and reasonable Price Proposal satisfactorily providing all required items, staff will prepare a recommendation for contract award to be considered by either the MTD General Manager or the MTD Board of Directors.

If the award recommendation is approved, it is the intent of MTD to execute the contract documents as soon as practicable after such award. The contract will be composed of the *MTD Master Agreement*, the *Federal Transit Administration: Contract Provisions*, the *Scope of Work*, and relevant portions of the Contractor's submittals and Price Proposal.

PROTEST PROCEDURES

MTD has established procurement protest procedures to ensure uniform, timely, and fair consideration of complaints received by MTD concerning its procurement activities. Such procedures are available on MTD's website at the following link: <http://www.sbmtd.gov/about/doing-business/>.

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

PRICE PROPOSAL

Business Name of Proposer

The undersigned hereby shall perform all work for which a contract may be awarded and to furnish any and all labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary thereof and as required in Santa Barbara Metropolitan Transit District’s (MTD) Request for Proposal (RFP) for Fleet Renewal Campaign. The preceding shall be completed for the pricing listed below in this form.

For Table 1, the project detail costs shall be provided and include proposed hours, labor rates, parts and materials costs, and totals for each of the *Scope of Work* components/sub-components provided. Table 2 is a summary of all proposed costs and the combined costs for all “Base Level” and “Optional” work for Groups 1, 2 and 3.

For Group 1 of the Fleet Renewal Campaign, the price provided to MTD for the installation of the Cummins EPA 2017 L9 diesel engine, as set forth in the *Scope of Work*, shall be all inclusive. Excluding the L9 engine provided by MTD, all transportation, storage, parts, labor, fabrication, installation and integration of the Cummins L9 diesel engine into the 2011 Gillig buses shall be provided in this form. The exact make and model of the new exhaust aftertreatment system (Item 1.H below) will not be available until the awarded vendor and Cummins have collaborated on the design of the new engine installation. However, Proposers shall include the cost of the parts “to be supplied by the Contractor” found in Exhibit B of the *Scope of Work*.

The Price Proposal form shall be in a separate sealed envelope from the other documents submitted for this RFP.

TABLE 1: DETAIL COST				
GROUP 1 – BASE WORK				
SCOPE OF WORK COMPONENT & SUBCOMPONENT	LABOR		PARTS & MATERIALS	TOTAL COST
	Hours	Rate		
1A. Cummins EPA2017 L9 Diesel Engine				
1B. Throttle Control System				
1C. Hoses & Lines				
1D. Engine Compartment Electrical System				
1E. Engine Compartment Insulation & Paint				
1F. Power Interruption				
1G. Cummins Certification				
1H. New Exhaust Aftertreatment System (See Instructions above)				
1I. Body Modification/Fabrication				
1J. Electrical System				

1K. Multiplex System				
2. Transmission				
3A. Exterior Body				
3B. Exterior Mirrors				
3C. Paint and Decals				
4A. Passenger Windows				
4B. Driver’s Window				
5B. Passenger Seats				
7A. Wheelchair Ramp				
7B. ADA Restraint System				
9A. Wheel Spindles & Kingpin Housing Assembly				
9B. Front Axle				
9C. Air Bags and Shock Absorbers				
9D. Torque Rods				
9E. Suspension Air System				
10A. Power Steering Pump and Reservoir				
10B. Power Steering Gearbox				
10C. Steering Linkage				
10D. Steering Wheel and Column				
11A. Rear Axle				
11B. Rear Torque Rods				
11C. Rear Air Suspension & Shock Absorbers				
12C. Air Dryer				
12D. Air Compressor				
13A. Air Brakes				
13B. Service Brake Treadle and Valves				
16A. Radiator/CAC				
16B. Radiator/CAC Surge Tank				
16C. Air Intake Piping, Hoses & Filter				

Group 1 – Base Work Total Cost

GROUP 1 – OPTIONAL WORK

SCOPE OF WORK COMPONENT & SUBCOMPONENT	LABOR		PARTS & MATERIALS	TOTAL COST
	Hours	Rate		
4C. Windshields				
4D. Front Destination Sign Glazing				
5A. Driver Seat				
6A. Interior Floor Covering & Sub-Flooring				
6B. Interior Side Panels, Light Panels, & Ceiling Panels				

6C. Drivers Dash, Passenger Entrance, & Exit Door Area (Includes 6C.1)				
6D. Settee Panels, PLC Panels & Door, & HVAC Vent				
6E. Interior Modesty Panels				
6F. Stop Request				
8A. Interior LED Lights				
8B. Exterior LED Lights				
8C. Engine Compartment Lights				
12A. Air Tanks				
12B. Air System Valve				
14. New HVAC Full Bus System				
15. New HVAC Front Console System				
Group 1 – Optional Work Total Cost				

GROUP 2 – BASE WORK				
SCOPE OF WORK COMPONENT & SUBCOMPONENT	LABOR		PARTS & MATERIALS	TOTAL COST
	Hours	Rate		
1A. Exterior Body				
1B. Exterior Mirrors				
1C. Paint and Decals				
2A. Passenger Windows				
2B. Driver’s Window				
3B. Passenger Seats				
4B. ADA Restraint System				
Group 2 – Base Work Total Cost				

GROUP 2 – OPTIONAL WORK				
SCOPE OF WORK COMPONENT & SUBCOMPONENT	LABOR		PARTS & MATERIALS	TOTAL COST
	Hours	Rate		
2C. Windshields				
2D. Front Destination Sign Glazing				
3A. Driver Seat				
4A. Wheelchair Ramp				
5. New HVAC Full Bus System				
6. HVAC Front Console System				
Group 2 – Optional Work Total Cost				

OPTIONAL GROUP 3 – BASE WORK

SCOPE OF WORK COMPONENT & SUBCOMPONENT	LABOR		PARTS & MATERIALS	TOTAL COST
	Hours	Rate		
1A. Exterior Body				
1B. Exterior Mirrors				
1C. Paint and Decals				
2A. Passenger Windows				
2B. Driver's Window				
3B. Passenger Seats				
4B. ADA Restraint System				
Group 3 – Base Work Total Cost				
OPTIONAL GROUP 3 – OPTIONAL WORK				
SCOPE OF WORK COMPONENT & SUBCOMPONENT	LABOR		PARTS & MATERIALS	TOTAL COST
	Hours	Rate		
2C. Windshields				
2D. Front Destination Sign Glazing				
3A. Driver Seat				
4A. Wheelchair Ramp				
5. HVAC Full Bus System				
6. HVAC Front Console System				
Group 3 – Optional Work Total Cost				

TABLE 2: SUMMARY PROPOSED COSTS		
GROUP 1		
	TOTAL BASE COST (Including tax)	
	TOTAL OPTIONAL COST (Including tax)	
	TOTAL COMBINED GROUP 1 BASE & OPTIONAL COST (Including tax)	
GROUP 2		
	TOTAL BASE COST (Including tax)	
	TOTAL OPTIONAL COST (Including tax)	
	TOTAL COMBINED GROUP 2 BASE & OPTIONAL COST (Including tax)	
OPTIONAL GROUP 3		
	TOTAL BASE COST (Including tax)	
	TOTAL OPTIONAL COST (Including tax)	
	TOTAL COMBINED GROUP 3 BASE & OPTIONAL COST (Including tax)	

GRAND TOTAL - BASE COST (GROUPS 1, 2, & 3)	
GRAND TOTAL - OPTIONAL COST (GROUPS 1, 2, & 3)	
GRAND TOTAL COMBINED COST (GROUPS 1, 2, & 3)	

The Bidder hereby represents and acknowledges that:

1. It will meet the minimum insurance coverage requirements in paragraph 18 of *MTD Master Agreement*.
2. It has sufficiently informed itself in all matters affecting the performance of the work, or the furnishing of the labor, supplies, material, or equipment called for in carrying out the project.
3. It has reviewed the contract documents including the most recent *MTD Master Agreement* and *Scope of Work* and agrees to the terms and conditions thereof.
4. Its Price Proposal has been thoroughly checked for errors and omissions and the costs, prices, hours, rates, and any other constituents are a complete and correct statement of its price for performing all project work required by the contract documents.
5. Its bid is genuine, not sham or collusive, nor made in the interest of any person not herein named; that it has not in any illegal manner sought to secure for itself any advantage over any other bidder.
6. Its bid is valid for 90 calendar days following the bid due date.

 Authorized Official Signature

 Date of Signature

 Authorized Official Name

 Authorized Official Title

 Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

REFERENCES & SUPPLIERS

Business Name of Bidder: _____

Credit References

Include your primary bank and two firms that you **currently** purchase materials or services from on credit:

Bank Name: _____ Contact: _____ Phone: _____

Vendor Name: _____ Contact: _____ Phone: _____

Vendor Name: _____ Contact: _____ Phone: _____

Work References

DO NOT FILL IN THIS SECTION OF THIS FORM

SEE NEXT PAGE

Suppliers

Provide the following information for any **significant** suppliers to be used in the project:

Firm: _____ **Contact:** _____ **Phone:** _____

Description of Work: _____

Firm: _____ **Contact:** _____ **Phone:** _____

Description of Work: _____

Firm: _____ **Contact:** _____ **Phone:** _____

Description of Work: _____

Firm: _____ **Contact:** _____ **Phone:** _____

Description of Work: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

WORK REFERENCES

Include at least five recent (within past seven years) clients for which you provided services similar to the project work and include current contact names and phone numbers:

Name: _____
Contact: _____
Phone: _____
Email: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____,
(title) (business name of bidder)

the party making the included bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____.
(date) (city) (state)

Authorized Official Signature

Authorized Official Name (printed)

COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder’s receipt of the following addenda to this RFP and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write “None” in the first blank):

Addendum No. _____ dated _____

Note: It is the Bidder’s responsibility to ensure it receives all addenda which are posted on the MTD website at <http://www.sbmtd.gov/about/doing-business/>.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

LOBBYING CERTIFICATION

The undersigned Contractor certifies that to the best of his or her knowledge and belief:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information Form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

BUY AMERICA CERTIFICATION

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Fleet Renewal Campaign

SCOPE OF WORK

- I. **Introduction**—Santa Barbara Metropolitan Transit District (MTD) has in place an asset management policy and practice to maintain its transit fleet in a state of good repair. As part of that effort, MTD is soliciting the services of a refurbishment Contractor to conduct a midlife overhaul of a portion of the bus fleet as a cost effective solution to maintain the fleet’s maintenance reliability and service availability.

The renewal campaign will encompass up to 85 of MTD’s fleet vehicles. MTD is interested in the work for Groups 1 and 2 (description of groups below) being completed within an 18 month period in order to minimize interference with revenue service and to avoid impacting the spare fleet ratio at any given time. The work associated with Group 3, which is optional, may take place anytime within the contract term. The Contractor’s proposed schedule for completing the work presented in this *Scope of Work* for Groups 1 and 2 must be included in response to the RFP and strictly adhered to throughout the renewal campaign (see guidelines for submitting a work schedule in the *Solicitation Instructions*). In general, this campaign is to include, but is not limited to:

- New exterior graphics, body repairs, paint and finish to align with MTD’s new fleet design.
- Identifying, repairing, replacing, reassembling and re-installing all missing and damaged components as needed. Work deemed as Unforeseeable Work (Section XI) will be identified by the awarded Contractor and prices negotiated with MTD.
- Replacing the existing engines on Group 1 buses with a new engine (new engines to be provided to the awarded Contractor by MTD) and coordinating the integration with and obtaining the necessary installation approvals from the engine manufacturer.
- Following the guidelines in this *Scope of Work*, which indicate minimum work to be performed (Base) and work to be performed at MTD’s discretion (Optional) for each bus group. This includes the understanding that Group 3, the largest of the three bus groups, may or may not be incorporated into the project. Such decision is at MTD’s sole discretion and is dependent upon future funding and service levels.
- Facilitating installation quality assurance (IQA) testing on Group 1 buses in accordance with Cummins’ procedures.

II. **Project Groups**

MTD’s Fleet Renewal Campaign is divided into three groups, listed as “Group 1”, “Group 2”, and “Group 3.” Vehicles are designated to each group based upon funding and type of work required. The third group, “Group 3”, consists of 64 vehicles and will be included at MTD’s sole discretion. While MTD is interested in work being performed on Group 3 buses, which is the same work as that listed for Group 2, MTD cannot commit to such work due to funding and ridership uncertainty resulting from the COVID-19 pandemic. As such, MTD considers all buses listed under Group 3 as optional (MTD may choose to add Group 3 buses and the work associated with them at any point within the contract term). If MTD, at its discretion, elects to proceed with work associated with Group 3, MTD staff will provide the Contractor with adequate notice and will coordinate the timing and specific tasks to be completed for each bus with the Contractor (Group 3 work, if requested by MTD, must take place **after** work associated with Groups 1 and 2 is completed).

Within Groups 1 and 2, there are two designations associated with the work listed, “Base” and “Optional.” Base work consists of tasks MTD plans to have the Contractor perform during the Fleet Renewal Campaign. Optional work will be decided prior to the time each vehicle is scheduled to be transported to the Contractor’s facility. Contractor shall inform MTD of any Optional tasks that require long lead times immediately after contract execution so MTD may determine whether any of those Optional tasks will be included for buses in Groups 1 and 2. Again, all tasks (and buses) listed under Group 3 are considered Optional.

In accordance with the directions listed in the *Solicitation Instructions*, the Contractor must provide a project schedule for the work to be performed for the Base and Optional work in Groups 1 and 2. MTD recognizes that there may need to be flexibility in the schedule to account for variables out of MTD or the Contractor’s control. However, any potential schedule delays must be communicated to MTD by the Contractor in advance, and approval must be obtained from MTD prior to the schedule delay. While the Contractor does have broad discretion in developing the project schedule, the Contractor may not have possession of more than two Group 1 and two Group 2 buses at one time. In addition, the contractor may not work on more than one 60’ articulated bus (there are three, they are in Group 2) at one time and the work on Groups 1 and 2 must be completed in 18 months. Work is expected to take place on vehicles from Groups 1 and 2 simultaneously during the campaign in order to maintain an aggressive schedule.

The Fleet Renewal Campaign groupings and vehicles to be included in each group are presented in the table below.

Campaign	MTD Bus No.	Vehicle Manufacturer	Fuel/Drive Train	Type	Bus Year	Quantity
Group 1	615-621	Gillig	Diesel	40-ft	2011	7
Group 2	622-634	Gillig	Diesel	40-ft	2013	13
Group 2	635-639	Gillig	Diesel	40-ft	2016	5
Group 2	640-642	Gillig	Diesel	40-ft	2017	3
Group 2	715-717	Gillig	Hybrid	29-ft	2009	3
Group 2	1001-1003	Nova	Diesel	60-ft	2014	3
Group 3	438-450	Gillig	Diesel	40-ft	2003	13
Group 3	600-608; 611-612; 614	Gillig	Diesel	40-ft	2004	12
Group 3	701; 703-704; 706-710	Gillig	Diesel	29-ft	2004	8
Group 3	711-713	Gillig	Diesel	29-ft	2006	3
Group 3	900-907	Gillig	Hybrid	40-ft	2007	8
Group 3	908-910; 912-915	Gillig	Hybrid	40-ft	2011	7
Campaign Fleet Total						85

The Base and Optional work to be performed throughout the Fleet Renewal Campaign is summarized in the table below.

Group	Base Work	SOW Section(s)	Optional Work	SOW Section(s)
Group 1	Engine Replacement & Installation	1A-1K	Windshields	4C
	Transmission	2	Front Destination Sign Glazing	4D
	Body, Paint and Decals	3A-3C	Driver Seat	5A
	Passenger Windows	4A	Interior Floors, Trim and Panels	6A-6F
	Driver’s Window	4B	Interior and Exterior Lighting	8A-8C
	Passenger Seats	5B	Air Tanks	12A
	Wheelchair Ramp and ADA Restraint System	7A-7B	Air System Valves	12B
	Front Suspension	9A-9E	HVAC – Full Bus	14
	Power Steering System	10A-10D	HVAC – Front Console	15
	Rear Axle and Suspension	11A-11C		
	Air Dryer	12C		
	Air Compressor	12D		
	Front and Rear Brakes	13A-13B		
	Radiator/CAC System and Surge Tank	16A-16C		
Group 2	Body, Paint and Decals	1A-1C	Windshields	2C
	Passenger Windows	2A	Front Destination Sign Glazing	2D
	Driver’s Window	2B	Driver Seat	3A
	Passenger Seats	3B	Wheelchair Ramp	4A
	ADA Restraint System	4B	HVAC – Full Bus	5
			HVAC – Front Console	6
Group 3	Body, Paint and Decals	1A-1C	Windshields	2C
	Passenger Windows	2A	Front Destination Sign Glazing	2D
	Driver’s Window	2B	Driver Seat	3A
	Passenger Seats	3B	Wheelchair Ramp	4A
	ADA Restraint System	4B	HVAC – Full Bus	5
			HVAC – Front Console	6

III. **Group 1:**

The first group of the Fleet Renewal Campaign will require the most intensive work and includes 7 buses. This group is to have the Base system, subsystem and component work performed on each bus as outlined below. Optional system, subsystem and component work is also included and noted with the text “Optional Work” in bold next to the specific task. If there is no such note next to a task, it should be treated as Base work.

1. Cummins EPA2017 L9 Diesel Engine Replacement and Installation

A. Cummins EPA2017 L9 Diesel Engine

The existing engines in the Group 1 buses are to be replaced. The Contractor will remove the existing engine, retrofit the engine compartment for the new engine as necessary and install the new Cummins EPA2017 L9 engine with exhaust aftertreatment system (rated @ 280 horsepower and designated for transit applications). The new engines will be supplied by MTD. Storage for engines will be provided by Contractor.

The Cummins EPA2017 L9 engine package will include (provided by MTD):

- New Cummins exhaust aftertreatment system components, identified and integrated in coordination with Cummins.
- For a comprehensive list of parts/components included with the Cummins EPA2017 L9 engine, see Exhibit A.

The Contractor shall provide, as part of the Cummins EPA2017 L9 engine installation, the following:

- New alternator (Niehoff-C803D 525 amp or approved equal), and belts and tensioners.
- New wiring and electrical components to adapt to the new L9 engine and J1939 interface.
- Mounting hardware for the new fuel hoses.
- New flywheel/flexplate
- New brackets and mounting hardware (fabricated, if necessary) for the front and side motor mounts.
- New electric cooling system identified and integrated in coordination with the engine manufacturer.
- New diesel emission fluid system, and all associated hoses and hardware. This shall include a new DEF tank and head assembly with a minimum capacity of 10 gallons, a new Bosch (or approved equal) dosing module supply unit, a new Parker (or approved equal) heater control valve and a DEF ECU calibrated to the new Cummins L9 engine.
- Identify, in collaboration with Cummins, new exhaust aftertreatment emissions components (will be purchased by MTD through Cummins as noted above).
- Performance of any modifications to the bus body, mounting and access panels to accommodate the aftertreatment components.
- Any ancillary components such as elbows, clamps, gaskets associated with the new exhaust aftertreatment system.

B. Throttle Control System

The accelerator treadle is to be replaced with a new accelerator treadle to accommodate the Cummins L9 engine.

C. Hoses and Lines

All hoses and lines in the engine compartment are to be replaced with new hoses and lines. FlexFab radiator and Purosil heater replacement hoses shall be used (or approved equal). Hard copper lines are to be cleaned and inspected. Any bad sections shall be replaced as needed.

D. Engine Compartment Electrical System

The engine compartment electrical panel is to be inspected for missing or damaged components. All components must be repaired as needed. All engine compartment wire harnesses must be inspected and repaired to OEM specifications. High temperature wire loom is to be installed. All engine compartment wire harnesses shall be securely routed to prevent chaffing and heat damage. All starter and alternator positive & negative cables must be replaced with new from the

battery/power source to the component. New cables must be securely routed to prevent chaffing and heat damage. The new Modine (or approved equal) electric fan cooling system, related wiring harnesses and power cables must be secured and routed to prevent chaffing and heat damage.

E. Engine Compartment Insulation and Paint

The engine, transmission, radiator/CAC, surge tank, intake and cooling system piping and hoses, exhaust piping, HVAC compressor, and rear run box shall be removed from the engine compartment so all exposed structure can be inspected, repaired, and treated for rust. The complete engine compartment must be prepped, primed and painted. New high temperature insulation shall be installed throughout the engine compartment.

F. Power Interruption

To protect the bus from a potential runaway electrical short, the Niehoff C830 alternator circuit shall be protected with a Niehoff A9-462 energize interrupt switch at the B+ terminal of the alternator.

G. Cummins Certification

The Contractor shall be responsible for and adhere to Cummins installation standards and guidelines. This is to include facilitating testing required to receive Installation Quality Audit (IQA) approval from Cummins.

H. New Exhaust Aftertreatment System

Working in collaboration with Cummins, a new exhaust aftertreatment system will be identified, incorporated into the engine compartment design (integration of engine and exhaust aftertreatment in the existing engine compartment), approved by Cummins and installed into each bus. The new exhaust aftertreatment must include all required system components to be replaced and fitted as identified by Cummins. Any required body modifications shall be performed in a workmanlike manner, provide reasonable access to system components for ease of maintenance and prevent heat damage.

All exhaust system components are to be replaced and fitted. Components include:

- A new Cummins identified exhaust aftertreatment system (to be supplied by MTD).
- New exhaust tailpipe and piping to be fabricated and installed as needed.
- New exhaust clamps, mounts and mounting hardware.
- New exhaust blankets and heat shields/insulation to protect all engine wiring/components from heat damage.

The new exhaust aftertreatment must submit to and pass component temperature testing. As part of the design and installation, thermal shielding components cannot be attached to the new aftertreatment system.

I. Body Modification/Fabrication

To prevent discoloration and heat damage to the rear upper roadside of body near the exhaust aftertreatment system, steel heat venting shall be fabricated and installed on the body near the new catalyst. The venting shall be primed and painted with high heat paint to match the existing body paint. Also, any mounts or brackets necessary to fit the new L9 engine or components must be fabricated and included as part of the repower. Contractor shall make modifications to the bus and Power Package Assembly (PPA) structure as needed to accommodate the engine in the existing engine compartment area in accordance with Cummins' guidelines.

J. Electrical System

For the 7 buses in Group 1, all electrical controls and panels are to be inspected for missing components and damaged wiring harnesses/connectors. Missing or damaged components must be replaced as part of the repower scope of work. Once all replacements and/or repairs have been made, the electrical system is to be functionally tested and any inoperative relays, circuit breakers, switches or wires that require replacement shall be addressed by the Contractor. All electrical components and supplies shall be included in the repower of each bus including a Modine (or approved equal) all-electric cooling system approved by Cummins to cool the L9 engine. A Niehoff C803 (or approved equal) alternator that is compatible with the cooling system must also be included.

K. Multiplex System

The Contractor must ensure that the integrity of the multiplex system remains intact including communication with all systems related to the repowers. All integration and updates to the multiplex system will be part of the scope of work and provided by the Contractor.

2. Transmission

The transmission and related components are to be replaced with the Allison B-400R transmission rebuilt to Allison rebuild specifications by an authorized Allison dealer. Proof of that Contractor acquired the transmission from an authorized dealer shall be provided to MTD. The integration of the Allison B400R transmission must include the following:

- Transmission cooler is to be flushed and pressure tested. Transmission coolers that are found to be defective shall be photo documented, priced and submitted to MTD as extra-work for approval.
- Replacement of transmission cooling lines.
- New OEM transmission hoses, new soft hoses and new constant torque clamps.
- New synthetic transmission oil meeting Allison TES 295 standards & new remote Cummins Filtration HF (35153) filter (or approved equal).
- New torque converter to be installed that provides operating performance to meet the requirements of the new engine.
- A warranty with a term and coverages customary for a rebuilt Allison transmission.
- The Electronic Control Unit (ECU) will require reprogramming for the L9 engine parameters. The Contractor shall be responsible for coordinating the ECU exchange and/or reprogramming with Allison Transmission so the units are compatible with the new L9 engines.

3. Body, Paint and Decals

A. Exterior Body

The body of the bus is to be inspected for any damage. Damage and/or missing panels or doors shall be repaired or replaced. Body damage and rust and/or missing body panels are to be repaired using parts, materials, design techniques and workmanship meeting or exceeding industry standards.

B. Exterior Mirrors

The curbside and street side exterior mirrors are to be inspected for damage and functionality, and repaired as needed. Once mirror repairs are completed and the mirrors are made functional, the mirror housings are to be painted black.

C. Paint and Decals

The complete bus is to be sanded, prepped, primed and painted with a single color white paint to commercial specifications provided by MTD. All exterior surfaces shall be smooth and free of visible fasteners, wrinkles and dents. Exterior surfaces shall be properly prepared as required by the paint system supplier prior to application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. All paint used shall be lead-free. All paint shall be applied in a smooth even fashion and shall be free of runs, orange peel, dry spots, dirt or other defects.

Mirrors and mirror mounting brackets, and curbside and street side wiper arms are to be painted black.

All exterior decals are to be replaced per the design specifications provided by MTD (see Exhibit C) for each vehicle make and model without altering the original bus numbering. All non-white portions of the design, including MTD's logo, name, numbering, colored "Waves", etc. shall be manufactured and installed as decals. MTD will provide the EPS vehicle graphic files with size, color and location of the required decals to the Contractor. If available, MTD will also include pictures of the graphic design on a specific make and model bus to be used as an example. It will be the Contractor's responsibility to work with MTD to determine the size of the decals for each unique vehicle type. All decals shall be 3M or approved equal and the materials shall be graffiti protective coated with a minimum of 2 mil thickness.

Contractor must seek MTD approval for final paint/decals design and layout (including dimensions) for each bus type prior to commencement of the paint and decal work.

4. Passenger Windows, Driver Window, Wind Shields, Front Destination Glazing

A. Passenger Windows

Passenger windows, including emergency windows, will be inspected by MTD prior to pick-up by Contractor and those windows requiring repair and paint will be marked accordingly. The windows identified for repair shall include all new glazing, hardware, components and seals. Emergency windows are to be function tested prior to delivery back to MTD.

B. Driver's Window

The driver's window is to be removed from each bus. The driver's window frame seals and frame track felt is to be replaced. Frames are to be painted and include all new hardware and components. Driver's window is to be reinstalled with new mounting hardware and seals.

C. Windshields – **Optional Work**

The curbside and street side windshields are to be removed and reinstalled on all buses with new glazing and lock seals, and glazing is to be replaced if needed.

D. Front Destination Sign Glazing – **Optional Work**

The front destination sign glazing is to be removed and reinstalled with new glazing and lock seals, and glazing replaced if needed.

5. Driver and Passenger Seat

A. Driver Seat – **Optional Work**

The driver's seat on each bus is to be inspected and replaced as needed and approved by MTD with a new black Recaro Ergo Metro AM80 seat, p/n 8H0.31.A82.VV11.

B. Passenger Seats

Passenger seats shall be removed as part of the floor covering work described below in Section 6. Passenger seat frames and passenger seat shells will be inspected by MTD and those requiring repair will be marked accordingly. All passenger seat inserts are to be replaced as follows:

- Passenger seat bottom/back cushion/insert material: VR-50
- Passenger seat bottom/back cover material: Camira/Holdsworth
- Passenger seat bottom/back cover color: ITA16 Sapphire

All passenger seats, shells, and inserts will be safety inspected by MTD after installation is completed on each bus. The passenger seats are to be reinstalled in each bus with new hardware.

6. Interior Floors, Trim and Panels

A. Interior Floor Covering and Sub-Flooring – **Optional Work**

Remove rubber flooring and flooring trim from all areas of the bus floor. The subfloor plywood is to be inspected and any identified spot repairs needed are to be approved by MTD before proceeding with repairs. As part of subfloor spot treatment, floor substructure shall be inspected to ensure adequate support. MTD is to be notified if damage/repair needed prior to repairs to floor support structure.

New floor covering is to be installed on all walkways, ADA areas, entrance and exit door areas and rear step tread. The floor covering to be used shall be Altro Meta Midnight. 2" standee lines are to be installed to comply with ADA requirements and rear steps are to have new yellow step tread nosings. All required floor trim will either be reused and/or replaced, depending on condition, and reinstalled using new mounting hardware.

B. Interior Side Panels, Light Panels, and Ceiling Panels – Optional Work

The interior side, light panels, and ceiling panels are to be cleaned. Interior light panels and side panels will be inspected by MTD prior to pick up and those requiring painting will be marked accordingly. If marked, these interior light panels and/or side panels will be prepped for paint and painted to match the existing colors of the panels. Interior panel trim is to be inspected and repaired or replaced as required.

C. Drivers Dash, Passenger Entrance and Exit Door Areas – Optional Work

The driver's area dash panels are to be inspected for missing and non-repairable panels. Missing or non-repairable panels to be replaced as required.

The front and side dash, driver's area, entry and exit door area as well as radio box are to be repaired as required, prepped, primed and painted black to match existing drivers, entry, and exit door areas.

C.1 Drivers Dash Switches, Gauges and Miscellaneous Components – Optional Work

All dash lights, switches, gauges, dash wiring, and miscellaneous components as well as the drivers hi/low beam and turn signal foot switches are to be function tested. Missing or damaged components to be replaced or repaired as required.

All side and drivers dash decals and placards are to be replaced with new decals.

If MTD chooses to include the optional new HVAC system (see Section 14 below), new dash lights, switches, gauges, dash wiring, and miscellaneous components associated with this new HVAC system shall be installed and function tested.

D. Settee Panels, PLC Panels and Door and HVAC Vent – Optional Work

The rear settee panel, rear PLC panels and door, and rear interior HVAC vent are to be inspected for missing or damaged components. Missing or damaged components to be replaced or repaired as required.

Once all repairs and replacements to the rear settee, rear Programmable Logic Control (PLC) door and panels, and HVAC vent are complete the panels shall be prepped, primed and painted to match the existing colors.

E. Interior Modesty Panels – Optional Work

Interior modesty panels are to be inspected for missing components and non-repairable damage. Missing and non-repairable panels shall be replaced as required.

Once the modesty panels are replaced and/or repaired they shall be prepped, primed and painted. Modesty panels must then be reinstalled with new hardware.

F. Stop Request – Optional Work

The stop request yellow chime cords and switches are to be replaced with new cords and switches. This includes replacement, as required, of any eyelets and/or brackets. ADA stop request palm switches are to be replaced with new switches. The stop request system is to be function tested and repaired as required.

7. Wheelchair Ramp and ADA Restraint System

A. Wheelchair Ramp

The wheelchair ramp non-skid flooring is to be replaced with new non-skid flooring and the trim around the ramp edges repainted in a single yellow color paint per commercial and safety specifications.

B. ADA Restraint System

The wheelchair restraints, lap belt, and shoulder belts are to be replaced with new restraints and belts. All ADA required decals/placards are to be replaced with new decals/placards.

8. Interior and Exterior Lighting

A. Interior LED Lights – **Optional Work**

For those buses that have not converted to LED lighting, replace all interior florescent tube lighting with new Dialight (or approved equal) LED lighting. All light sockets, wiring and ballasts shall be inspected and tested. Replace all interior passenger light lenses with new anti-graffiti lenses with new mounting hardware.

Entry and exit door lights, driver's area and farebox lights and rear step lights are to be replaced with new LED lights.

B. Exterior LED Lights – **Optional Work**

Replace all exterior lights with new Dialight (or approved equal) LED lights to include:

- Front, side, and rear marker lights.
- Side turn signal lights.
- Wheelchair ramp lights.
- Entry and exit door lights.
- Front turn signal lights.
- Rear turn signal lights.
- Rear brake lights.
- Rear back-up lights.
- Rear license plate lights.

C. Engine Compartment Lights - **Optional Work**

Replace all engine compartment lights with high temperature LED lights.

9. Front Suspension

A. Wheel Spindles and Kingpin Housing Assembly

Kingpins and bearings are to be replaced. Kingpin housing bushings are to be replaced. New wheel bearing seals are to be installed, wheel bearings are to be replaced.

B. Front Axle

Front axle is to be inspected for cracks or other damage. If cracked or damaged, the cost to repair/replace the damage will be forwarded to MTD for approval as additional work beyond the scope of this RFP.

C. Air Bags and Shock Absorbers

Replace existing air bags with new air bags and include new mounting hardware. Replace shock absorbers with Koni Evo series shock absorbers and include new shock rubber bushings and mounting hardware. Air bag and shock mount towers shall be inspected for damage. If damage is found, the cost to repair/replace the damage will be forwarded to MTD as additional work beyond the scope of this RFP.

D. Torque Rods

Torque rods are to be removed and inspected for cracks or damage, then treated to prevent rust. If functionally damaged, the torque rods are to be replaced. All torque rod bushings are to be replaced.

E. Suspension Air System

Air tanks are to be drained, flushed, pressure tested, treated to prevent rust and painted. All control valves for the air suspension system are to be replaced, including height control valves, check valves and pressure protection valves.

10. Power Steering System

A. Power Steering Pump and Reservoir

Power steering pump is to be replaced with new power steering pump. Power steering reservoir and filter element are to be replaced. Power steering lines in engine compartment are to be replaced. Hoses are to be replaced with steel braded high temperature hydraulic hoses up to the steel line connections to be installed. All lines are to be routed safely and secured.

B. Power Steering Gearbox

Power steering gearbox is to be rebuilt to OEM rebuild specifications and include new mounting hardware. Steering miter box is to be inspected and replaced as required. Replace the drag link left and right socket ends and clamps. Miter box to steering box steering shaft is to be inspected and repaired as required, including replacement of steering shaft u-joints and hardware.

C. Steering Linkage

All tie rod ends are to be replaced, including installation of new seals. Tie rods are to be inspected and replaced if damaged. Mounting bushings are to be replaced. Pitman arms, drag links, sway bars, etc. will have new wear components installed per OEM specifications.

Front end is to be aligned to OEM specifications.

D. Steering Wheel and Column

Steering column bearings and bushings are to be replaced. Steering column seal (at floor) is to be replaced. Horn button contact ring and plunger are to be replaced. Steering column U-joints are to be replaced.

11. Rear Axle and Suspension

A. Rear Axle

Entire rear axle is to be disassembled and inspected. Housing is to be treated to prevent rust. Differential is to be replaced with a new third member. Wheel bearings are to be replaced. Drive shaft U-joints are to be replaced and the driveline balanced.

B. Rear Torque Rods

Upper and lower torque rods are to be removed and inspected for cracks or damage, then treated to prevent rust. If functionally damaged, they are to be replaced. All radius rod bushings are to be replaced. All tapered mounting locations for suspension components shall be inspected to meet OEM standards and replaced if worn.

C. Rear Air Suspension and Shock Absorbers

All active members of the air suspension system are to be replaced and includes:

- Air springs.
- Shock absorbers (Koni EVO series or approved equal) and shock absorber bushings.
- Hoses.
- Height control valves.

12. Air System

A. Air Tanks – **Optional Work**

All air system air tanks to be drained, inspected for damage and replaced as required. Air tanks are to be rebuilt as follows:

- Air tanks are to be cleaned, pressure tested, and repainted to prevent rust.
- Replace all single and double check valves.
- Replace pressure regulator valves.
- Replace air protection valves and safety valves.
- Replace drain valves.
- Replace all defective air hoses, fittings, and related hardware.

B. Air System Valves – **Optional Work**

Replace the following air system components:

- Suspension kneeling valves.
- Front leveling valve assemblies including brackets and linkage.
- Rear leveling valve assemblies including brackets and linkage.
- Spring brake valve (SR-1).
- Park brake control valve.
- Pressure switches.
- Double check valves.
- Single check valves.
- Brake interlock solenoid valves 24V.
- Brake treadle E-8P valve assembly.
- Pressure 4 PSI switches.
- Front and rear ABS PMV valves.
- Quick release valves.
- Relay R-12DC 5.5 PSI valves.
- Parking brake R-14 relay valves.
- ATC valves.
- Door emergency brake pressure switches.
- Door solenoid valves 3-way 24V DC.
- Door muffler.
- Door air supply valves.
- Emergency door open valves.
- Door controller valve.
- Damaged air hoses and fittings.

C. Air Dryer

Replace the air dryer with new heated air dryer (Bendix AD-9 or approved equal) and include new mounting hardware. Replace all damaged fittings and air hoses as required. Drain, inspect and replace the ping tank as required. Ping tank is to be treated for rust, painted, and new 1/4 turn drain valve is to be installed. All new lines to be fitted and installed.

D. Air Compressor

The air compressor is to be included with the Cummins L9 diesel engine supplied by MTD. The governor is to be replaced and all air supply hoses clamps and fittings are to be replaced with new clamps and hoses as well as hoses and fittings to the governor and ping tank. All air lines and fittings from compressor to the air dryer are to be replaced.

13. Front and Rear Brakes

A. Air Brakes

The front and rear brakes are to be rebuilt as follows:

- Replace “S” cams and “S” cam bushings with new cams and bushings.

- Replace brake cam rollers and seals.
- Replace slack adjusters with new slack adjusters.
- Replace air chambers with new air chambers.
- Replace brake linings with new brake linings.
- Replace brake drums with new brake drums.
- Replace flexible brake air line and fittings with new brake air line and fittings.
- Replace all brake hardware and springs with new brake hardware and fittings.

B. Service Brake Treadle and Valves

- Brake treadle dual valve is to be replaced.
- Brake interlock valve cluster is to be rebuilt.
- Relay valve is to be replaced.

14. New HVAC Full Bus System – **Optional Work**

MTD is considering the introduction of new HVAC systems to the vehicles in this group. If this option is pursued, the new system will replace the existing heating system and be integrated throughout each bus, including necessary engineering redesign and body modification. The new system will replace the existing heating unit and introduce a new heating/HVAC system (Thermo King T-14 Model #013381 or approved equal) with a 100,000 BTU maximum and to include the following:

- Removal, disconnecting, and unbolting of existing heating unit and supporting systems, including heat shield, bolting, ducting, hoses, piping, etc.
- R134A refrigerant configured.
- Brushless motors (Thermo King or approved equal).
- New TK T-14 (or approved equal) mounting hardware, sealant, gaskets, brackets, hoses, clamps, and piping.
- New HVAC compartment street side exhaust heat shields, mounting hardware, and brackets.
- New HVAC drain hoses, fitting and kazoos.
- New HVAC harnesses, power cables, ground cables.
- New HVAC filter.
- HVAC compartment insulation.
- New Marine pump assembly with Ametek brushless motor assembly, new fittings, piping, hoses, and clamps.
- Driver's area installed TK TH1 heat/vent control switch replaced with new cool, vent, heat and automatic HVAC control switch.
- New Screw compressor (Thermo King S391 #708818-S39 or approved equal).
- HVAC compressor mount bracket to include all mounting hardware and shims.
- HVAC compressor adjustment assembly to include all mounting hardware and shims.
- HVAC belt tensioner mounting bracket and tensioner assembly to include all mounting hardware and shims.
- HVAC belt idler and idler arm mounting brackets to include all mounting hardware and shims.
- HVAC A/C 100.0 V-Belt.
- Cummins L9 front engine pulley.

- New high and low pressure hose assemblies.
- New compressor harness assembly.
- Any necessary modification to the engine compartment belt guard to accommodate the new compressor installation.
- CAN based microprocessor control system and transducers (IntelligAIRE III or approved equal).
- Automatic or driver controlled cooling and heating and ventilation modes of operation.
- New HVAC controller mounting brackets, hardware, and wire harnesses.

15. New HVAC Front Console Only System – **Optional Work**

As an alternative to installing a new full bus HVAC system, MTD is also considering a 15,000 BTU RV style roof mounted HVAC system with direct driver vent to be integrated into the existing front panel and include the following:

- 115 VAC, 60 Hz, 1 ph., electrical rating.
- New air conditioning condenser and evaporator with air filters.
- Fan motor rated load amps - 2.5.
- Compressor locked rotor amps - 71.0.
- Fan motor locked rotor amps - 6.0.
- Heater amps/watts @ 120 VAC, 12.7/1530.
- SCFM – high speed max/min - 350/250.
- Total static – min/max - 0.40/1.10.
- Minimum wire size – 12 AWG Copper (up to 24 ft.).
- AC circuit protection - 20 amp time delay fuse or 20 amp HACR circuit breaker.
- DC circuit protection – Installation to comply with all national, state, and/or local electrical codes.
- Installed weight – 102 lbs.
- Minimum generator size (1 unit) – 3.5 kw.
- New driver dash lights, switches, gauges, dash wiring, and miscellaneous components associated with this new HVAC system.

16. Radiator/CAC System and Surge Tank

A. Radiator/CAC

The radiator and charge air cooling system are to be replaced with a new electric fan package from Modine (or approved equal) and certified by the manufacturer to be sized properly to cool the new L9 engine. The electric cooling system is to be integrated into the bus and shall include replacement and/or modification of existing coolant and CAC piping. New soft hoses (silicone) shall be 3 ply minimum. New clamps, mounting brackets and hardware, wire harnesses and 450 amp. alternator with new regulator are to be installed. Cooling system to be refilled with Cummins approved ethylene glycol anti-freeze with protection to -40 degrees Fahrenheit and Cummins OAT lifetime coolant (p/n CC3607600).

B. Radiator/CAC Surge Tank

The Surge tank pressure relief valve and sight glass are to be replaced. Surge tank is to be painted to resist corrosion. The surge tank shall be inspected for wear and repaired as needed. The coolant level sensor shall be repositioned if necessary. All surge tank cooling system hoses and clamps are to be replaced. New rubber protection to be installed on the holding straps. Clamps are to be of the constant torque type and hoses to be steel braided and silicone. Cooling system is to be filled with Cummins approved permanent glycol anti-freeze with protection to -40 degrees Fahrenheit and Cummins OAT lifetime coolant (p/n CC3607600).

C. Air Intake Piping, Hoses and Filter

The air filter housing is to be cleaned and all seals replaced with new seals. Air filter is to be replaced with new air filter as well as the filter minder. All air intake hoses and constant torque clamps are to be replaced with new intake hoses and clamps. The air intake piping shall be replaced and modified to integrate into the all-electric cooling system as needed.

IV. **Group 2:**

Group 2 of the Fleet Renewal Campaign consists of 27 of the 85 MTD buses. The work associated with this group is intended to extend the useful life of these vehicles, improve upon the passenger and operator experience, and ensure fleet continuity and reliability. This group is to have the Base system, subsystem and component work performed on each bus as outlined below. Optional system, subsystem and component work is also included and noted with the text "Optional Work" in bold next to the specific task. If there is no such note next to a task, it should be treated as Base work.

1. Body, Paint and Decals

A. Exterior Body

The body of the bus is to be inspected for any damage. Damage and/or missing panels or doors shall be repaired or replaced. Body damage and rust and/or missing body panels are to be repaired using parts, materials, design techniques and workmanship meeting or exceeding industry standards.

B. Exterior Mirrors

The curbside and street side exterior mirrors are to be inspected for damage and functionality, and repaired as needed. Once mirror repairs are completed and the mirrors are made functional, the mirror housings are to be painted black.

C. Paint and Decals

The complete bus is to be sanded, prepped, primed and painted with a single color white paint to commercial specifications provided by MTD. All exterior surfaces shall be smooth and free of visible fasteners, wrinkles and dents. Exterior surfaces shall be properly prepared as required by the paint system supplier prior to application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. All paint used shall be lead-free. All paint shall be applied in a smooth even fashion and shall be free of runs, orange peel, dry spots, dirt or other defects.

Mirrors and mirror mounting brackets, and curbside and street side wiper arms are to be painted black.

All exterior decals are to be replaced per the design specifications provided by MTD (see Exhibit C) for each vehicle make and model without altering the original bus numbering. All non-white portions of the design, including MTD's logo, name, numbering, colored "Waves", etc. shall be manufactured and installed as decals. MTD will provide the EPS vehicle graphic files with size, color and location of the required decals to the Contractor. If available, MTD will also include pictures of the graphic design on a specific make and model bus to be used as an example. It will be the Contractor's responsibility to work with MTD to determine the size of the decals for each unique vehicle type. All decals shall be 3M or approved equal and the materials shall be graffiti protective coated with a minimum of 2 mil thickness.

Contractor must seek MTD approval for final paint/decals design and layout (including dimensions) for each bus type prior to commencement of the paint and decal work.

2. Passenger Windows, Driver Window, Wind Shields, Front Destination Glazing

A. Passenger Windows

Passenger windows, including emergency windows, will be inspected by MTD prior to pick-up by Contractor and those windows requiring repair and paint will be mark accordingly. The windows identified for repair shall include all new hardware, components, and seals. Emergency windows are to be function tested prior to delivery back to MTD.

B. Driver's Window

The driver's window is to be removed from each bus. The driver's window frame seals and frame track felt is to be replaced. Frames are to be painted and include all new hardware and components. Driver's window is to be reinstalled with new mounting hardware and seals.

C. Windshields – **Optional Work**

The curbside and street side windshields are to be removed and reinstalled on all buses with new glazing and lock seals, and glazing is to be replaced if needed.

D. Front Destination Sign Glazing - **Optional Work**

The front destination sign glazing is to be removed and reinstalled with new glazing and lock seals, and glazing replaced if needed.

3. Driver Seat and Passenger Seats

A. Driver Seat – **Optional Work**

The driver's seat on each bus is to be inspected and replaced as needed and approved by MTD with a new black Recaro Ergo Metro AM80 seat, p/n 8H0.31.A82.VV11.

B. Passenger Seats

Passenger seats, seat frames and passenger seat shells will be inspected by MTD and those requiring repair will be marked accordingly. For those requiring repair, passenger seat inserts are to be replaced as follows:

- Passenger seat bottom/back cushion/insert material: VR-50
- Passenger seat bottom/back cover material: Camira/Holdsworth
- Passenger seat bottom/back cover color: ITA16 Sapphire

All passenger seat, shells, and inserts will be safety inspected by MTD after installation is completed on each bus. The passenger seats are to be reinstalled in each bus with new hardware.

4. Wheelchair Ramp and ADA Restraint System

A. Wheelchair Ramp – **Optional Work**

The wheelchair ramp non-skid flooring is to be replaced with new non-skid flooring and the trim around the ramp edges repainted in a single yellow color paint per commercial and safety specifications.

All wheelchair ramp flooring work will be highlighted in invoicing as agreed upon optional work.

B. ADA Restraint System

The wheelchair restraints, lap belt, and shoulder belts are to be replaced with new restraints and belts. All ADA required decals/placards are to be replaced with new decals/placards.

5. New HVAC Full Bus System – **Optional Work**

MTD is considering the introduction of new HVAC systems to the vehicles in this group. If this option is pursued, the new system will replace the existing heating system and be integrated throughout each bus, including necessary engineering redesign and body modification. The new system will replace the existing heating unit and introduce a new heating/HVAC system (Thermo King T-14 Model #013381 or approved equal) with a 100,000 BTU maximum and to include the following:

- Removal, disconnecting, and unbolting of existing heating unit and supporting systems, including heat shield, bolting, ducting, hoses, piping, etc.
- R134A refrigerant configured.
- Brushless motors (Thermo King or approved equal).
- New TK T-14 (or approved equal) mounting hardware, sealant, gaskets, brackets, hoses, clamps, and piping.
- New HVAC compartment street side exhaust heat shields, mounting hardware, and brackets.
- New HVAC drain hoses, fitting and kazoos.
- New HVAC harnesses, power cables, ground cables.
- New HVAC filter.
- HVAC compartment insulation.

- New Marine pump assembly with Ametek brushless motor assembly, new fittings, piping, hoses, and clamps.
- Driver's area installed TK TH1 heat/vent control switch replaced with new cool, vent, heat and automatic HVAC control switch.
- New Screw compressor (Thermo King S391 #708818-S39 or approved equal).
- HVAC compressor mount bracket to include all mounting hardware and shims.
- HVAC compressor adjustment assembly to include all mounting hardware and shims.
- HVAC belt tensioner mounting bracket and tensioner assembly to include all mounting hardware and shims.
- HVAC belt idler and idler arm mounting brackets to include all mounting hardware and shims.
- HVAC A/C 100.0 V-Belt.
- Cummins L9 front engine pulley.
- New high and low pressure hose assemblies.
- New compressor harness assembly.
- Any necessary modification to the engine compartment belt guard to accommodate the new compressor installation.
- CAN based microprocessor control system and transducers (IntelligAIRE III or approved equal).
- Automatic or driver controlled cooling and heating and ventilation modes of operation.
- New HVAC controller mounting brackets, hardware, and wire harnesses.

6. New HVAC Front Console Only System – **Optional Work**

As an alternative to installing a new full bus HVAC system, MTD is also considering a 15,000 BTU RV style roof mounted HVAC system with direct driver vent to be integrated into the existing front panel and include the following:

- 115 VAC, 60 Hz, 1 ph., electrical rating.
- New air conditioning condenser and evaporator with air filters.
- Fan motor rated load amps - 2.5.
- Compressor locked rotor amps - 71.0.
- Fan motor locked rotor amps - 6.0.
- Heater amps/watts @ 120 VAC, 12.7/1530.
- SCFM – high speed max/min - 350/250.
- Total static – min/max - 0.40/1.10.
- Minimum wire size – 12 AWG Copper (up to 24 ft.).
- AC circuit protection - 20 amp time delay fuse or 20 amp HACR circuit breaker.
- DC circuit protection – Installation to comply with all national, state, and/or local electrical codes.
- Installed weight – 102 lbs.
- Minimum generator size (1 unit) – 3.5 kw.
- New driver dash lights, switches, gauges, dash wiring, and miscellaneous components associated with this new HVAC system.

V. **Group 3:**

Group 3 of the Fleet Renewal Campaign is the largest and consists of 51 of the 85 MTD buses. The work associated with this group is intended to extend the useful life of these vehicles, improve upon the passenger and operator experience, and ensure fleet continuity and reliability. As discussed prior, this group is wholly discretionary. If MTD does elect to have work carried out on buses in this group, MTD's intent is to have, at minimum, the Base system, subsystem and component work performed on each bus as outlined below. Optional system, subsystem and component work is also included and noted with the text "Optional Work" in bold next to the specific task. If there is no such note next to a task, it should be treated as Base work. Work associated with Group 3, if requested by MTD, shall take place during the contract term **after** work associated with Groups 1 and 2 is completed.

1. Body, Paint and Decals

C. Exterior Body

The body of the bus is to be inspected for any damage. Damage and/or missing panels or doors shall be repaired or replaced. Body damage and rust and/or missing body panels are to be repaired using parts, materials, design techniques and workmanship meeting or exceeding industry standards.

D. Exterior Mirrors

The curbside and street side exterior mirrors are to be inspected for damage and functionality, and repaired as needed. Once mirror repairs are completed and the mirrors are made functional, the mirror housings are to be painted black.

C. Paint and Decals

The complete bus is to be sanded, prepped, primed and painted with a single color white paint to commercial specifications provided by MTD. All exterior surfaces shall be smooth and free of visible fasteners, wrinkles and dents. Exterior surfaces shall be properly prepared as required by the paint system supplier prior to application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. All paint used shall be lead-free. All paint shall be applied in a smooth even fashion and shall be free of runs, orange peel, dry spots, dirt or other defects.

Mirrors and mirror mounting brackets, and curbside and street side wiper arms are to be painted black.

All exterior decals are to be replaced per the design specifications provided by MTD (see Exhibit C) for each vehicle make and model without altering the original bus numbering. All non-white portions of the design, including MTD's logo, name, numbering, colored "Waves", etc. shall be manufactured and installed as decals. MTD will provide the EPS vehicle graphic files with size, color and location of the required decals to the Contractor. If available, MTD will also include pictures of the graphic design on a specific make and model bus to be used as an example. It will be the Contractor's responsibility to work with MTD to determine the size of the decals for each unique vehicle type. All decals shall be 3M or approved equal and the materials shall be graffiti protective coated with a minimum of 2 mil thickness.

Contractor must seek MTD approval for final paint/decals design and layout (including dimensions) for each bus type prior to commencement of the paint and decal work.

2. Passenger Windows, Driver Window, Wind Shields, Front Destination Glazing

B. Passenger Windows

Passenger windows, including emergency windows, will be inspected by MTD prior to pick-up by Contractor and those windows requiring repair and paint will be marked accordingly. The windows identified for repair shall include all new hardware, components, and seals. Emergency windows are to be function tested prior to delivery back to MTD.

B. Driver's Window

The driver's window is to be removed from each bus. The driver's window frame seals and frame track felt is to be replaced. Frames are to be painted and include all new hardware and components. Driver's window is to be reinstalled with new mounting hardware and seals.

C. Windshields – **Optional Work**

The curbside and street side windshields are to be removed and reinstalled on all buses with new glazing and lock seals, and glazing is to be replaced if needed.

D. Front Destination Sign Glazing - **Optional Work**

The front destination sign glazing is to be removed and reinstalled with new glazing and lock seals, and glazing replaced if needed.

3. Driver Seat and Passenger Seats

A. Driver Seat – **Optional Work**

The driver's seat on each bus is to be inspected and replaced as needed and approved by MTD with a new black Recaro Ergo Metro AM80 seat, p/n 8H0.31.A82.VV11.

B. Passenger Seats

Passenger seats, seat frames and passenger seat shells will be inspected by MTD and those requiring repair will be marked accordingly. For those requiring repair, passenger seat inserts are to be replaced as follows:

- Passenger seat bottom/back cushion/insert material: VR-50
- Passenger seat bottom/back cover material: Camira/Holdsworth
- Passenger seat bottom/back cover color: ITA16 Sapphire

All passenger seat, shells, and inserts will be safety inspected by MTD after installation is completed on each bus. The passenger seats are to be reinstalled in each bus with new hardware.

4. Wheelchair Ramp and ADA Restraint System

A. Wheelchair Ramp – Optional Work

The wheelchair ramp non-skid flooring is to be replaced with new non-skid flooring and the trim around the ramp edges repainted in a single yellow color paint per commercial and safety specifications.

All wheelchair ramp flooring work will be highlighted in invoicing as agreed upon optional work.

B. ADA Restraint System

The wheelchair restraints, lap belt, and shoulder belts are to be replaced with new restraints and belts. All ADA required decals/placards are to be replaced with new decals/placards.

5. New HVAC Full Bus System – Optional Work

MTD is considering the introduction of new HVAC systems to the vehicles in this group. If this option is pursued, the new system will replace the existing heating system and be integrated throughout each bus, including necessary engineering redesign and body modification. The new system will replace the existing heating unit and introduce a new heating/HVAC system (Thermo King T-14 Model #013381 or approved equal) with a 100,000 BTU maximum and to include the following:

- Removal, disconnecting, and unbolting of existing heating unit and supporting systems, including heat shield, bolting, ducting, hoses, piping, etc.
- R134A refrigerant configured.
- Brushless motors (Thermo King or approved equal).
- New TK T-14 (or approved equal) mounting hardware, sealant, gaskets, brackets, hoses, clamps, and piping.
- New HVAC compartment street side exhaust heat shields, mounting hardware, and brackets.
- New HVAC drain hoses, fitting and kazoos.
- New HVAC harnesses, power cables, ground cables.
- New HVAC filter.
- HVAC compartment insulation.
- New Marine pump assembly with Ametek brushless motor assembly, new fittings, piping, hoses, and clamps.
- Driver's area installed TK TH1 heat/vent control switch replaced with new cool, vent, heat and automatic HVAC control switch.
- New Screw compressor (Thermo King S391 #708818-S39 or approved equal).
- HVAC compressor mount bracket to include all mounting hardware and shims.
- HVAC compressor adjustment assembly to include all mounting hardware and shims.
- HVAC belt tensioner mounting bracket and tensioner assembly to include all mounting hardware and shims.
- HVAC belt idler and idler arm mounting brackets to include all mounting hardware and shims.
- HVAC A/C 100.0 V-Belt.

- Cummins L9 front engine pulley.
- New high and low pressure hose assemblies.
- New compressor harness assembly.
- Any necessary modification to the engine compartment belt guard to accommodate the new compressor installation.
- CAN based microprocessor control system and transducers (IntelligAIRE III or approved equal).
- Automatic or driver controlled cooling and heating and ventilation modes of operation.
- New HVAC controller mounting brackets, hardware, and wire harnesses.

6. New HVAC Front Console Only System – **Optional Work**

As an alternative to installing a new full bus HVAC system, MTD is also considering a 15,000 BTU RV style roof mounted HVAC system with direct driver vent to be integrated into the existing front panel and include the following:

- 115 VAC, 60 Hz, 1 ph., electrical rating.
- New air conditioning condenser and evaporator with air filters.
- Fan motor rated load amps - 2.5.
- Compressor locked rotor amps - 71.0.
- Fan motor locked rotor amps - 6.0.
- Heater amps/watts @ 120 VAC, 12.7/1530.
- SCFM – high speed max/min - 350/250.
- Total static – min/max - 0.40/1.10.
- Minimum wire size – 12 AWG Copper (up to 24 ft.).
- AC circuit protection - 20 amp time delay fuse or 20 amp HACR circuit breaker.
- DC circuit protection – Installation to comply with all national, state, and/or local electrical codes.
- Installed weight – 102 lbs.
- Minimum generator size (1 unit) – 3.5 kw.
- New driver dash lights, switches, gauges, dash wiring, and miscellaneous components associated with this new HVAC system.

VI. Vehicle Condition Requirements

Each bus shall be thoroughly inspected by the Contractor and an MTD representative to verify the physical and operating condition of the unit at the time of pick-up and at the time of delivery back to MTD. The noted physical and operational discrepancies, if any, shall be recorded and the Contractor shall be responsible for returning the bus to MTD in the same or in better physical and operating condition.

1. Contractor Incoming Inspections

When each bus is received at the Contractor's location incoming pictures of the bus's condition shall be taken. The bus must then be steam cleaned, including the engine compartment, battery compartment and the HVAC compartment. The bus shall then be elevated and the complete undercarriage is to be steam cleaned. After the steam cleaning, the entire bus including the exterior,

interior, engine compartment, HVAC compartment, battery compartment and all electrical panels shall be inspected for damaged and/or missing components. Items outside of this *Scope of Work* identified as damaged or missing shall be noted, photo documented, and priced. Any items outside the *Scope of Work* must first be approved by MTD staff before work is performed (see Section XI below for “Unforeseeable Work”).

VII. **First Article-Pilot bus**

For Groups 1 and 2 of the Fleet Renewal Campaign’s project, the first bus completed and delivered for each group will be considered a pilot bus. Both pilot buses will be thoroughly inspected and road-tested by MTD. Given the extensive level of design, work, and coordination required for Group 1, the pilot bus is to be delivered within 180 days. For Group 2, the pilot bus is to be delivered within 30 working days. No pilot bus is required for Group 3 since the work to be performed (if MTD elects to perform work on Group 3) is identical to that of Group 2. MTD, or its designated representative, will make a minimum of two inspections during performance of work for the pilot bus in each group to ensure quality of work and compliance to the scope by the Contractor. MTD will give at least 24 hours’ notice before inspections. MTD will have final say on the interpretation of the work to be performed in this *Scope of Work*.

After signing off on the pilot bus for Groups 1 and 2, the Contractor shall pick up the next subsequent bus in that group to be refurbished. The second and remaining buses in Group 1 are each expected to be completed in 30 work days. The second and remaining buses in Group 2 are to be completed in 10 work days. If MTD elects to perform work on Group 3 buses, they shall follow the same schedule as Group 2. When the second bus in Group 1 and 2 is delivered to MTD for inspection/acceptance, the Contractor shall take another vehicle to be started for repowering/refurbishment.

VIII. **Transportation of MTD Vehicles**

The Contractor must provide transportation of the buses from MTD’s property to Contractor’s location. Once the work on the buses has been completed, the Contractor will be responsible for transporting the bus back to MTD’s property.

1. **Pick Up and Delivery.**

Pickup and delivery of buses shall be at the Contractor’s expense and shall be coordinated with MTD’s Fleet Maintenance Manager, or his designee. Proof of insurance is required as a pre-award deliverable as specified in the RFP *Solicitation Instructions* and as detailed in Section 18 of the *Master Agreement*. A Class B driver license with air brake and passenger endorsement is required to drive the bus. The bus operator’s driver license must be in good standing.

IX. **Vehicle Storage Requirements**

The Contractor shall be responsible for the safekeeping of the MTD buses and they shall be maintained in a secured (fenced-in) location under 24-hour surveillance.

The Contractor shall perform the engine repower and all repairs at its own facility. When warranty repairs are deemed necessary, at MTD's choosing, the Contractor may be required to remove the bus from MTD's property while repairs are being performed. If the bus is removed from MTD's property, the Contractor must make the repairs in a timely manner.

X. Fleet Defects/Warranties Requirements**1. Engine Repower-Warranty**

Engine repower installation in its entirety, parts and labor, without exceptions and/or deviations, shall be covered by a minimum of two-years, 100,000 miles warranty. This warranty shall include all accessories, parts, systems and components provided by the Contractor. The installation of the Cummins L9 engine shall be performed in such a manner as to keep the integrity of the warranty of the engine through Cummins. Additionally, the exhaust system installation and components, in its entirety, shall be covered by a 3-years, unlimited mileage warranty. All exhaust flex connectors shall be warranted against failure for five years, unlimited mileage.

2. Warranty Repairs By MTD

If the Contractor is unable to provide warranty service in a reasonable timeframe (1 week or less), MTD's Fleet Maintenance Manager shall notify the Contractor of MTD's intent to perform the repairs in-house. MTD, during the performance of warranty covered repairs, will correct or repair the defect and any related defect using Original Equipment (OE) supplied or approved parts specifically intended for such repairs. Monthly reports of all repairs covered by the engine's warranty shall be submitted by MTD to the Contractor for reimbursement or replacement of parts and labor. The Contractor shall be responsible for providing the forms for these reports.

3. Bus Towing-Warranty

During the warranty period for the engine repower if bus towing is required to the MTD facility and/or to-and-from the Contractor's facility due to failures and/or malfunctions attributed to the Contractor's workmanship or Contractor's provided parts and/or components, MTD shall invoice the Contractor for all related fees.

4. Fleet Defect Procedure

A fleet defect is defined as a cumulative failure of any kind in the same component, or subcomponent in the same or similar application where such items are covered by the base or extended warranty and such failures occur within the warranty periods in twenty percent (20%) of the vehicles delivered under the contract.

The Contractor shall correct the fleet defect failure under warranty and shall promptly undertake a complete work program reasonably designed to prevent the occurrence of the same defect in all other buses that were subject to the work performed under this Agreement. Where the specific defect can be solely attributed to an identifiable part(s), the work program shall include redesign and/or replacement of only the defective designed or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all work under this Agreement related to the defect via a mutually agreed upon arrangement.

5. Warranty Parts Reimbursement Requirements

The Contractor shall reimburse MTD for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim. MTD shall be reimbursed by the Contractor for defective parts and for

parts from its own stock that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and fifteen (15%) percent handling costs.

6. Legal/Warranty Requirement

The installation of the components, and any modifications to the buses necessary to meet the requirements of this *Scope of Work* shall comply with all applicable federal, state, local regulations and accepted industry practices typical for this type of work. In the event of any conflict between the requirements of this specification and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict including certification of the installation by Cummins to keep warranty of the Cummins EPA2017 L9 engine intact and valid.

XI. Unforeseeable Work

Due to the nature of this work, it is extremely difficult to anticipate all necessary repairs, particularly those that may not be visible. The buses being worked on in the Fleet Renewal Campaign may require repairs beyond this *Scope of Work*. To the greatest extent practicable, repairs noted as unforeseeable work shall be identified at the initial inspection performed by MTD and the Contractor prior to transferring the bus to the Contractor. It is the responsibility of the Contractor to inform MTD of any work that it considers to be unforeseeable work during the initial inspection or while the work is taking place at the Contractor's facility. Unforeseeable work shall be negotiated by MTD and the Contractor. The Contractor shall obtain approval from MTD before proceeding with the repair of unforeseeable work on each vehicle. Photo documentation is required prior to repairs being performed on all unforeseeable work.

MTD reserves the right to supply the Contractor with any replacement components for any repairs negotiated as unforeseeable work.

XII. Manuals Requirement

The following manuals shall be supplied with the final production buses for Group 1 and if the optional HVAC systems are installed:

- Four (4) sets of parts manuals indicating part numbers, manufacturer's make and model, drawings and schematics.
- Four (4) sets of manuals outlining the modifications performed on the bus and related parts; manuals to include drawings and schematics with clear reference to connections and wiring from OEM to the new engine installation.

Two sets of draft manuals shall be provided for review and approval with the pilot bus. The finalized manuals shall be delivered after work is complete on 50% of the Group 1 buses. Final manuals shall be provided in hard copy and digital formats (flash drive or CD). The digital copies shall include documents in PDF and Auto-CAD format.

XIII. Return of Items and Salvage Items

Defective items that do not meet contract specifications are to be credited back to MTD. Items removed during the campaign that still have useable or salvageable value to MTD shall be retained and returned to MTD. Damage to MTD property, as a result of Contractor negligence, shall be negotiated at time of event.

Appendix A

Fleet Renewal Campaign – Replacement Engine Specification

The following is the specification for the Cummins MY2020 / EPA2017 L9 280hp @2200rpm, Transit Diesel Engine to be installed in 7 buses as part of Group 1 of the FRC.

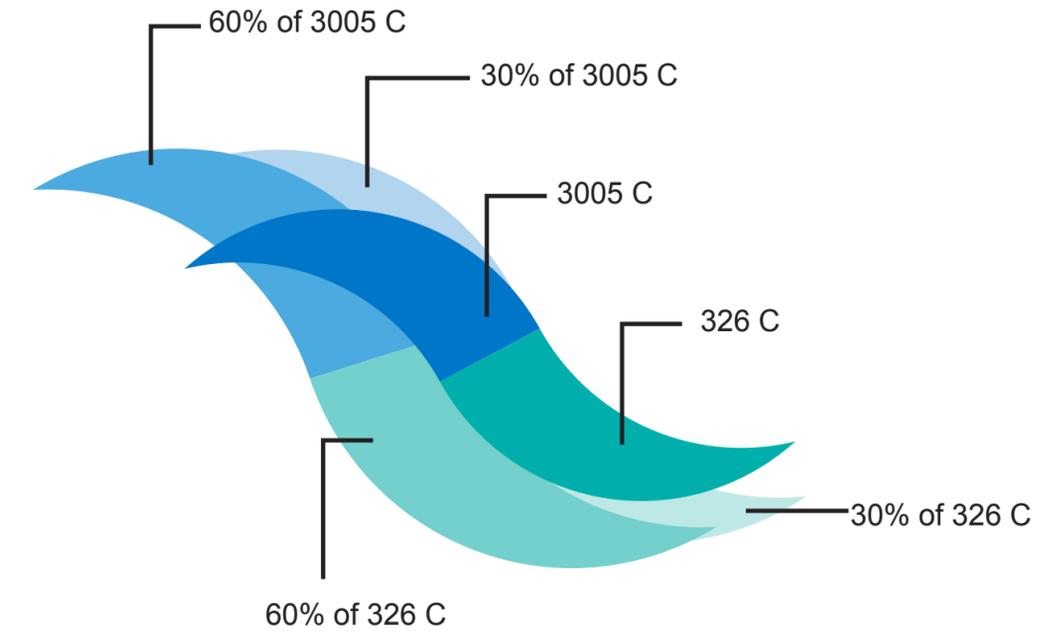
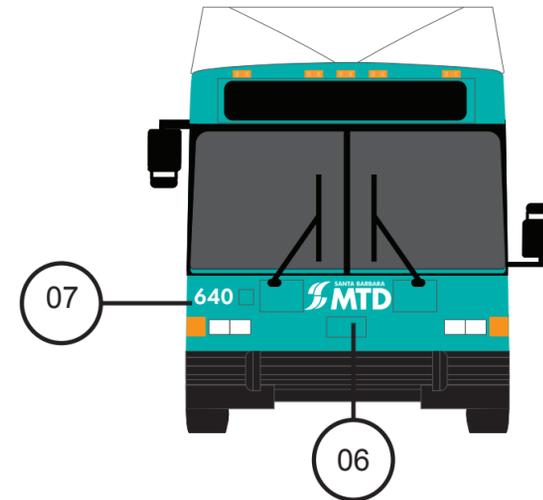
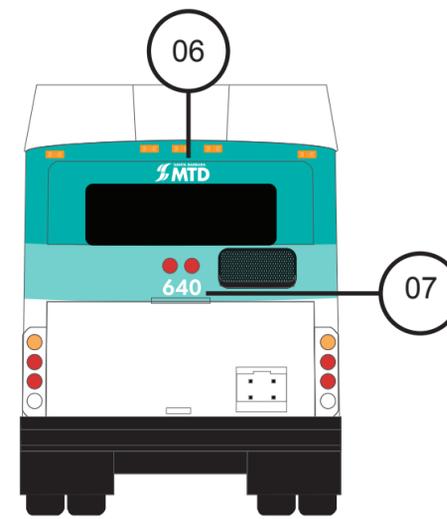
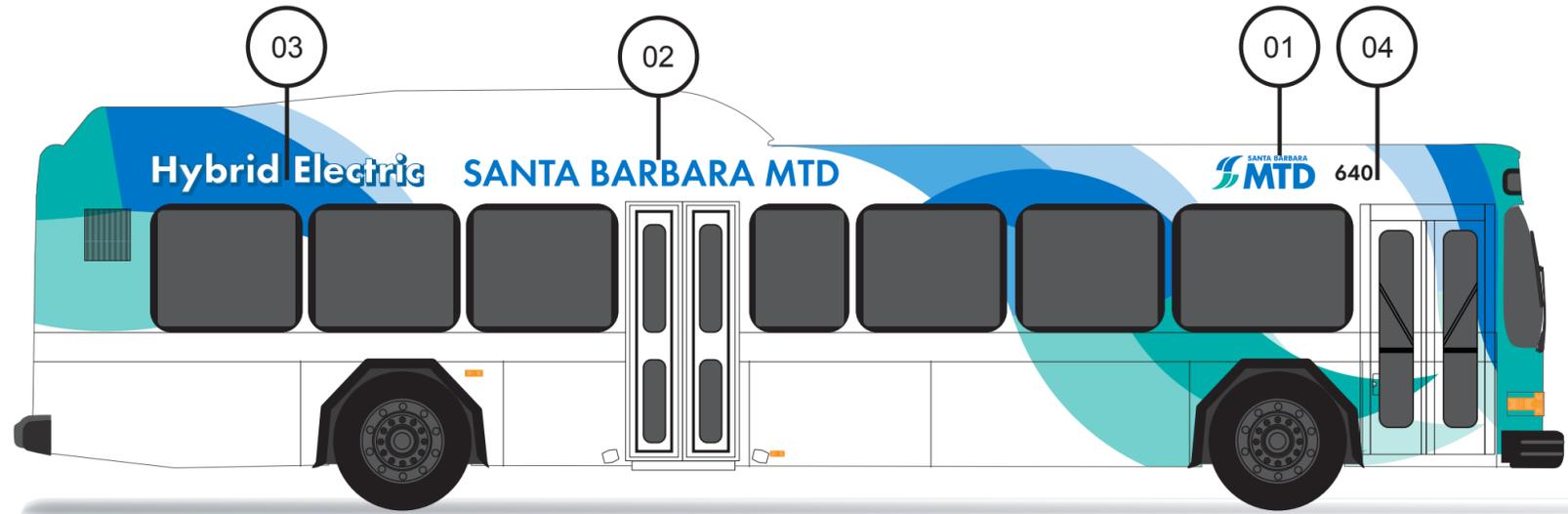
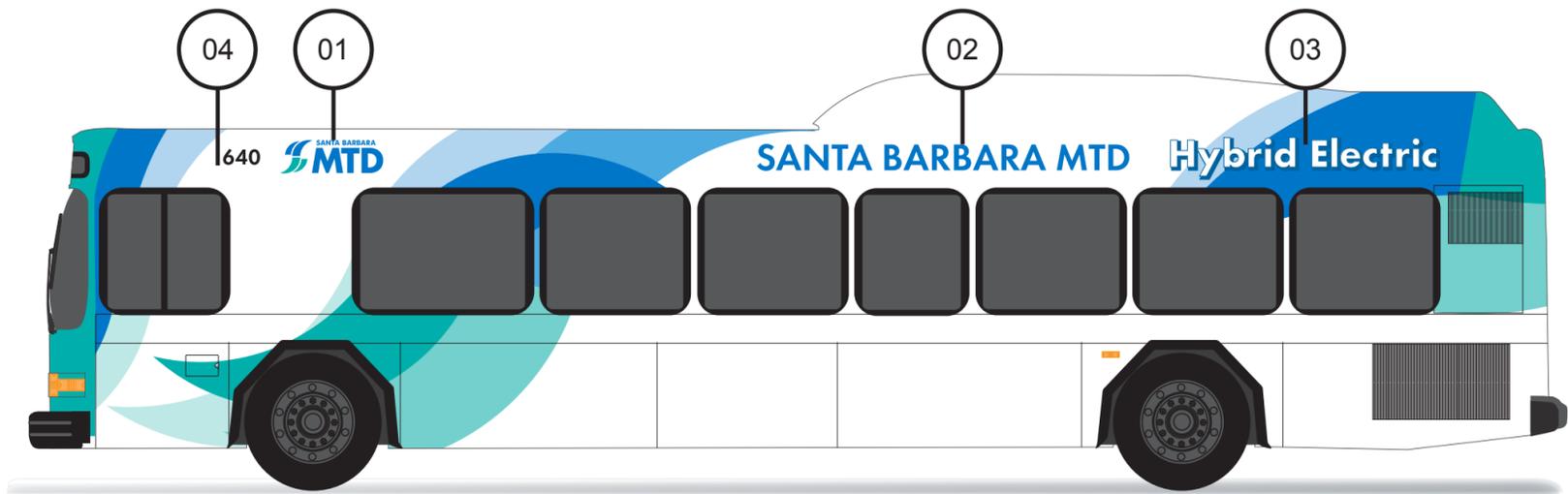
- MY2020 / EPA2017 L9 280hp @2200rpm, transit diesel engine, Config# D563025BX03
- 24v system voltage
- Niehoff C803 alternator mount; no alternator included
- 24V/100A grid heater
- Wabco 30.4cfm dual cylinder air compressor
- Air heater starting aid included, 120V/1000W, exhaust side
- Accessory Drive, low position, 1.00:1 drive ratio
- No Fan Drive, provisions for remote mount configuration
- Remote mount fuel filter
- SAE#2/Dry, Aluminum Flywheel Housing – compatible with Allison B400R
- Fuel Inlet, OEM connection type: 7/8-14 UNF, 45 deg Flare
- Fuel System pre-filter 8mic, remote mount
- Hydraulic Pump Mounting – flange type: 82-2 SAE A, shaft type: SAE 19-4, 11 tooth
- Intake Connection, rotatable 45deg elbow, 101.6mm O.D., pointing horizontally forward
- Air Transfer Connection, included, 90deg elbow, rotatable, 101.5mm O.D.
- Oil Filter, engine mounted
- Dipstick, fuel pump side, customer-determined length
- Engines will ship with 15W40 oil
- Oil Fill, front gear cover
- Rear Sump Oil Pan, fuel pump side drain location, 21.8 liter high-capacity
- Low Mount Rear Out VGT turbo, straight up outlet angle
- Exhaust Outlet Connection, 90 deg steel elbow

Appendix B

Fleet Renewal Campaign – Exhaust Aftertreatment System Parts Specification

Provided below is a tentative Bill of Materials (BOM) for those parts to be supplied by the new engine manufacturer, Cummins, and those required to be provided by the Contractor for the new exhaust aftertreatment system. The final BOM may differ depending on the specific exhaust aftertreatment system identified by Cummins and the Contractor during the design and installation of the new EPA 2017 L9 engine.

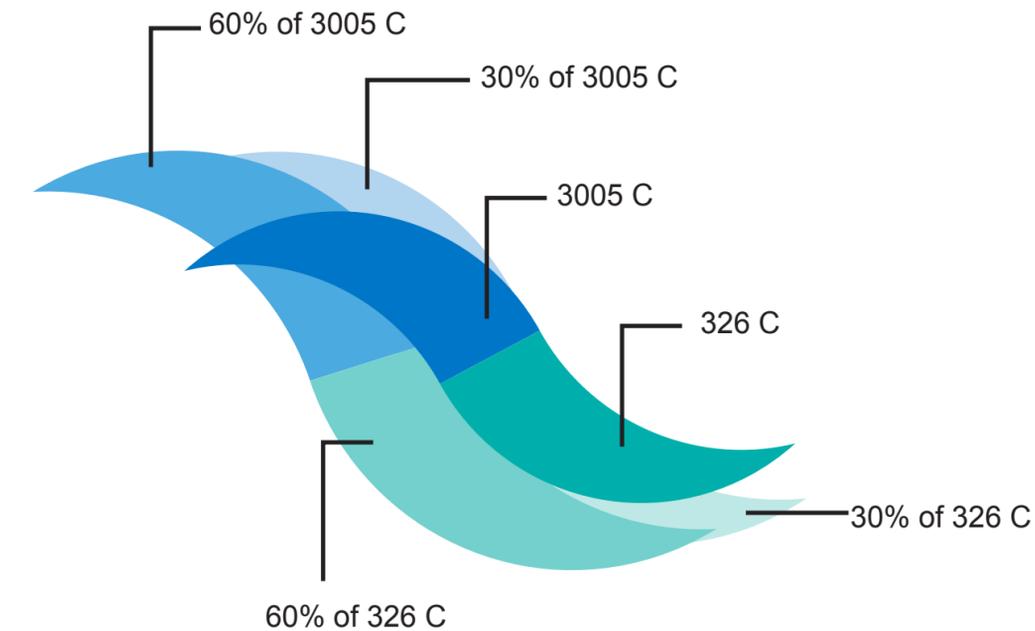
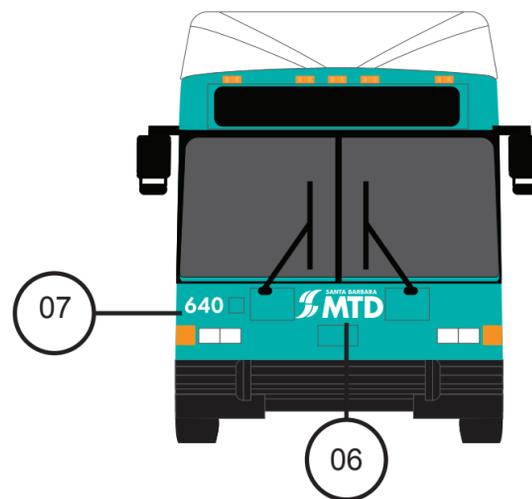
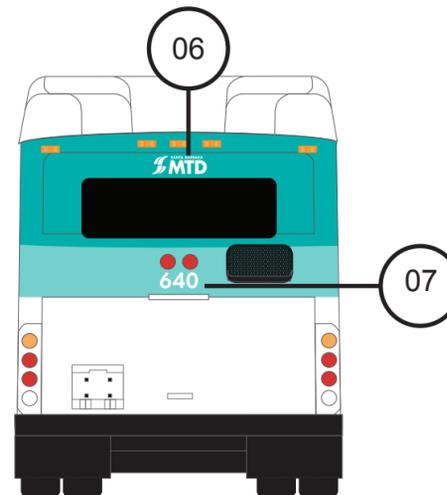
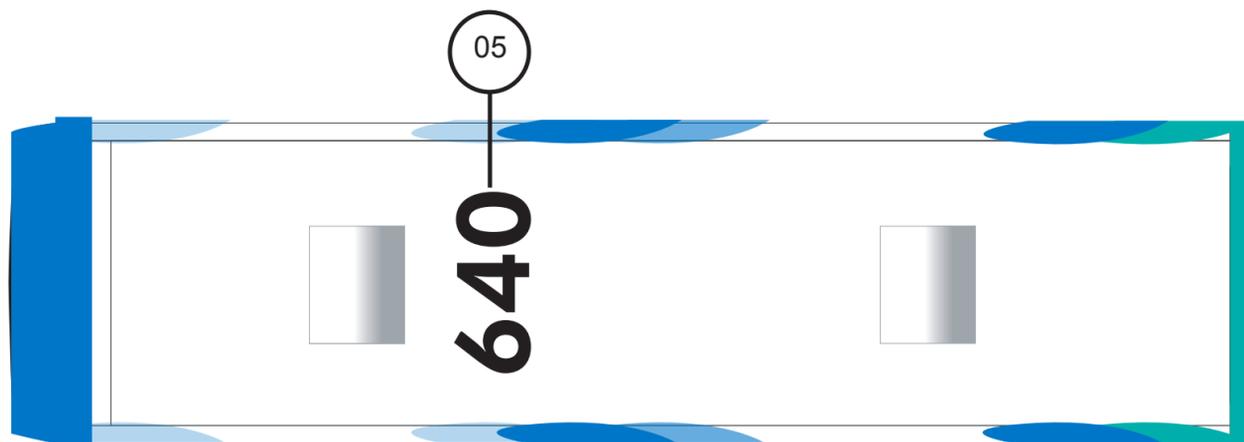
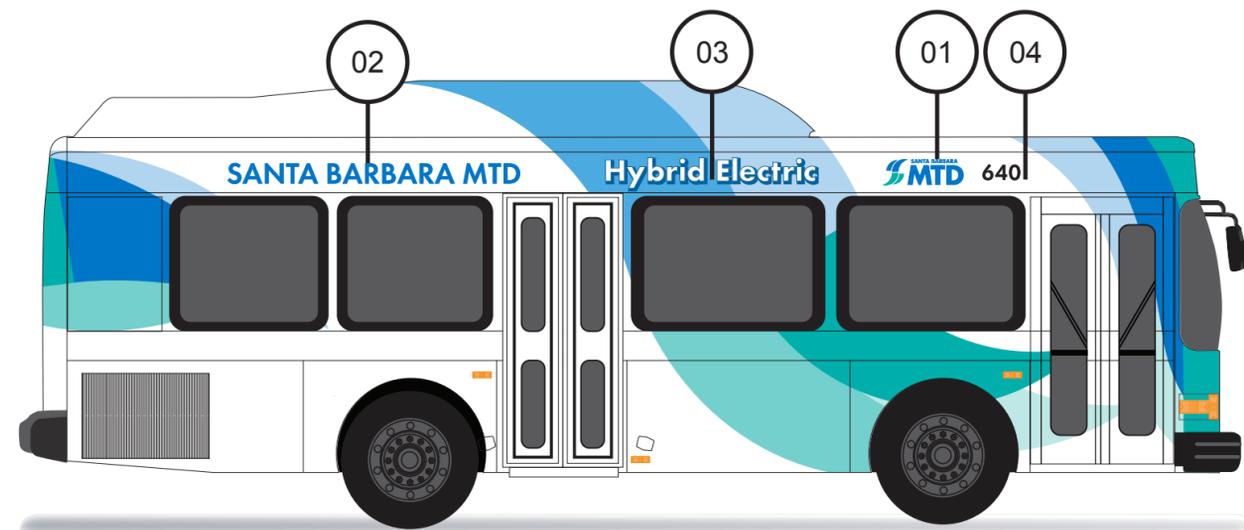
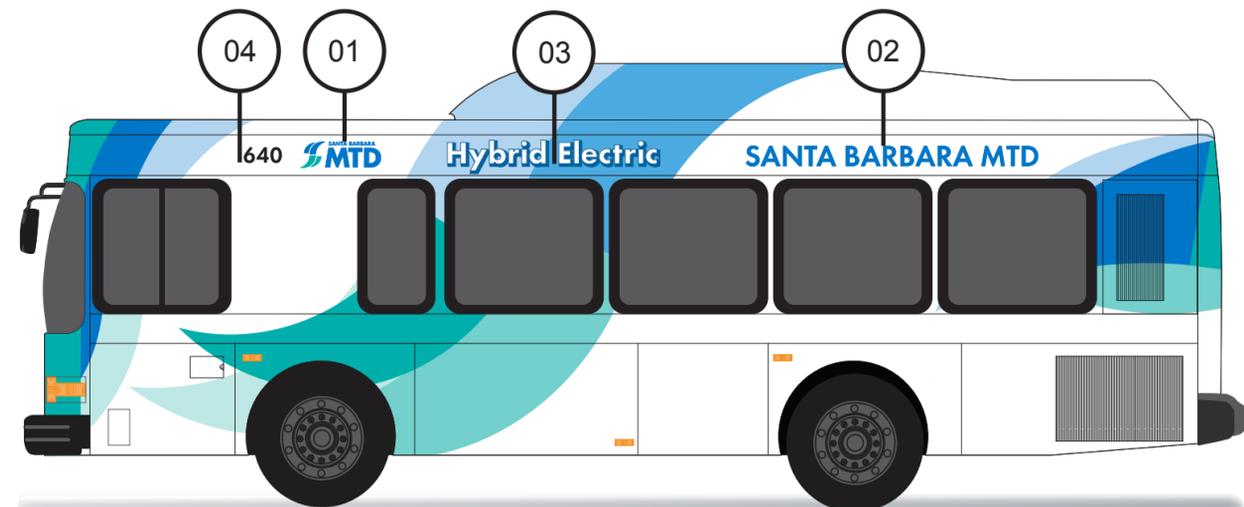
Santa Barbara MTD L9 280 Transit			
Aftertreatment Kit Parts List			
#	PART	QTY	Comment
1	DPF	1	Supplied by MTD; Included in Aftertreatment System Kit
2	SCR	1	Supplied by MTD; Included in Aftertreatment System Kit
3	Decomp Tube	1	Supplied by MTD; Included in Aftertreatment System Kit
4	Supply Module	1	Supplied by MTD; Included in Aftertreatment System Kit
5	Decomp Inlet Clamp	1	Supplied by MTD; Included in Aftertreatment System Kit
6	Decomp Inlet Gasket	1	Supplied by MTD; Included in Aftertreatment System Kit
7	DPF Outlet Clamp	1	Supplied by MTD; Included in Aftertreatment System Kit
8	DPF Outlet Gasket	1	Supplied by MTD; Included in Aftertreatment System Kit
9	SCR Inlet Clamp	1	Supplied by MTD; Included in Aftertreatment System Kit
10	SCR Inlet Gasket	1	Supplied by MTD; Included in Aftertreatment System Kit
11	OEM DPF Inlet Clamp	1	Supplied by MTD; Included in Aftertreatment System Kit
12	OEM DPF Inlet Gasket	1	Supplied by MTD; Included in Aftertreatment System Kit
13	Elbow #1	1	Supplied by Contractor
14	Elbow #2 [if necessary]	1	Supplied by Contractor
15	DEF Pressure Line	1	Supplied by Contractor
16	DEF Return Line	1	Supplied by Contractor
17	DEF Supply Line	1	Supplied by Contractor
18	DEF Tank	1	Supplied by Contractor



2007 40' GILLIG HYBRID
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
01	 SANTA BARBARA MTD	2	3005 C & 326 C
02	SANTA BARBARA MTD	2	3005 C
03	Hybrid Electric	2	WHITE & 3005 C
04	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
05	640 (ROOF DECAL)	1	BLACK
06	 SANTA BARBARA MTD	2	WHITE
07	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

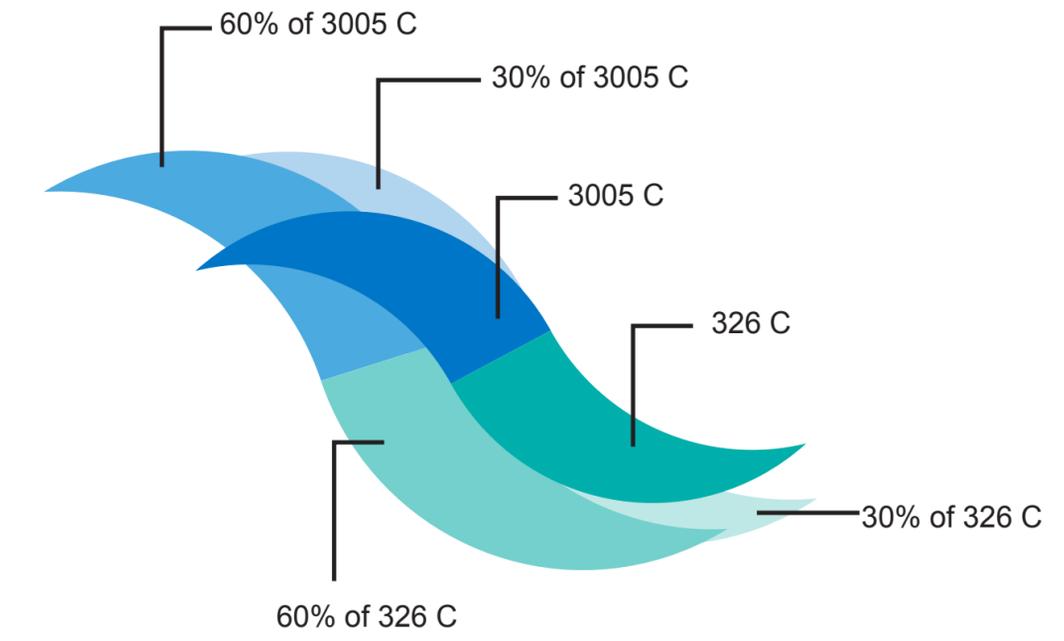
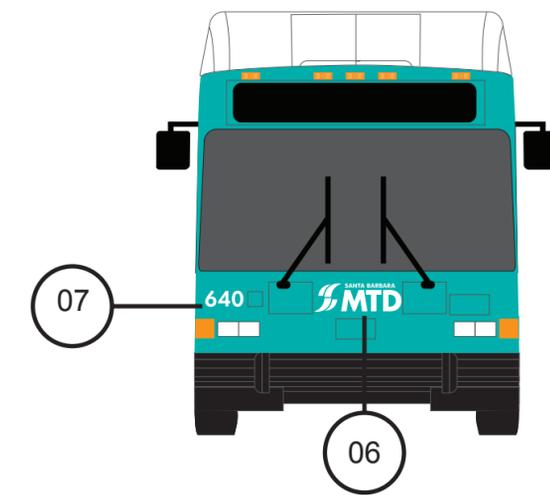
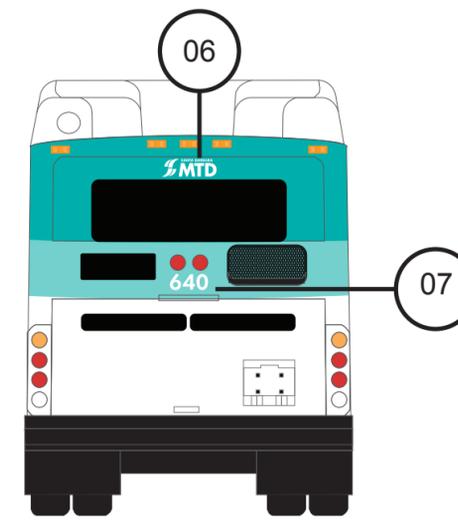
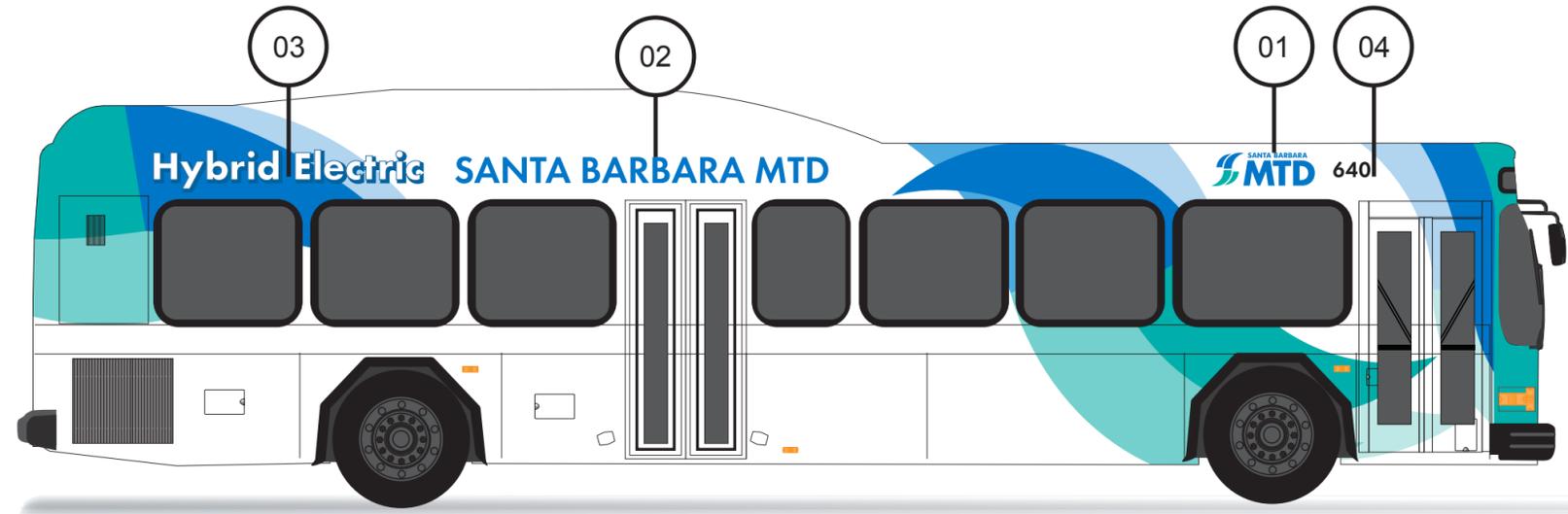
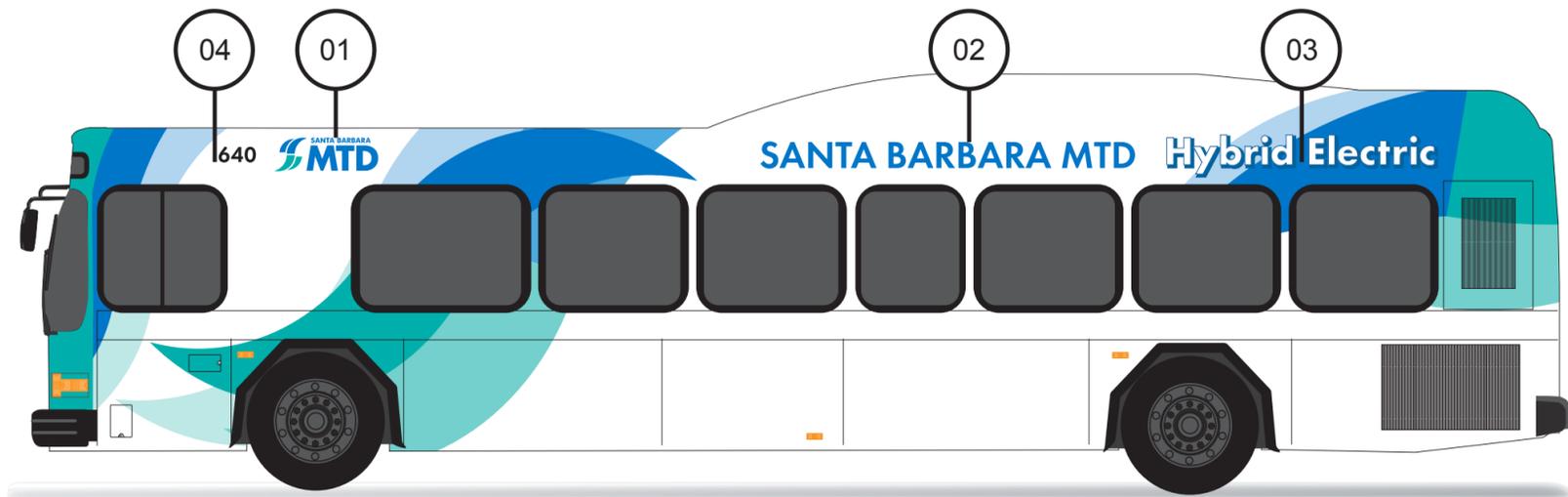
* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.



2009 29' GILLIG HYBRID
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
01	SANTA BARBARA MTD	2	3005 C & 326 C
02	SANTA BARBARA MTD	2	3005 C
03	Hybrid Electric	2	WHITE & 3005 C
04	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
05	640 (ROOF DECAL)	1	BLACK
06	SANTA BARBARA MTD	2	WHITE
07	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

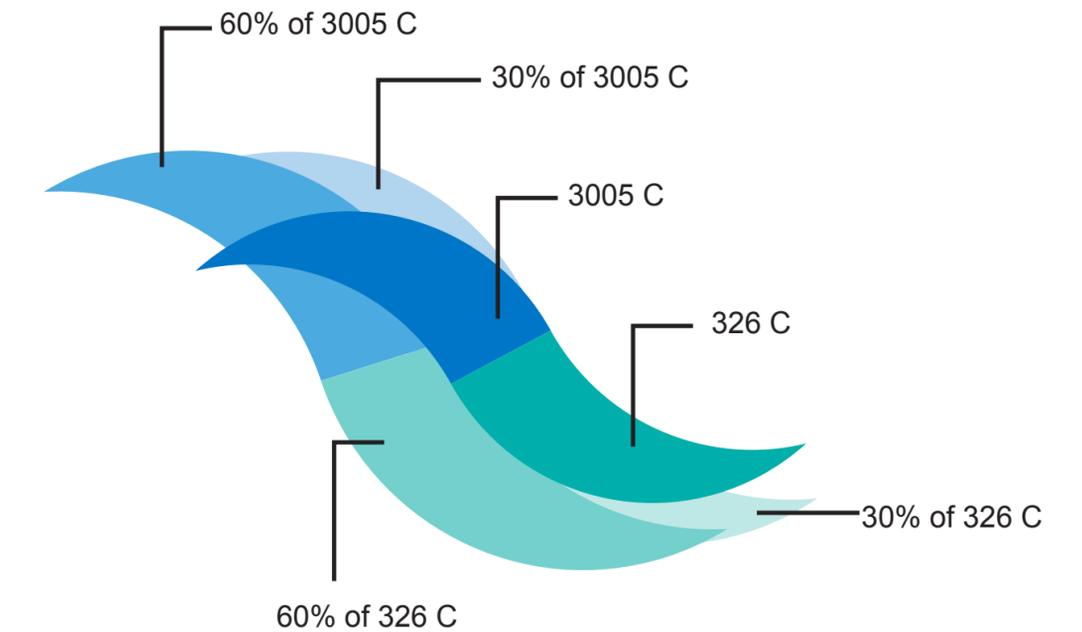
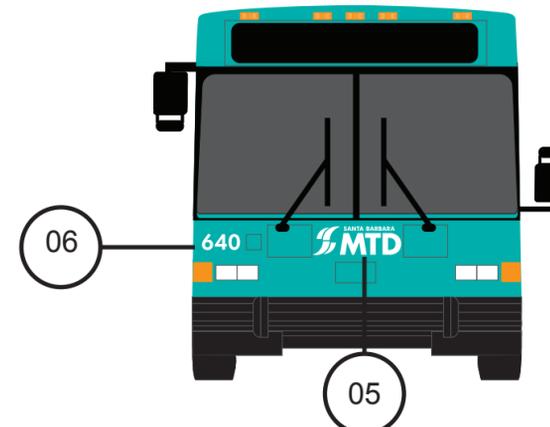
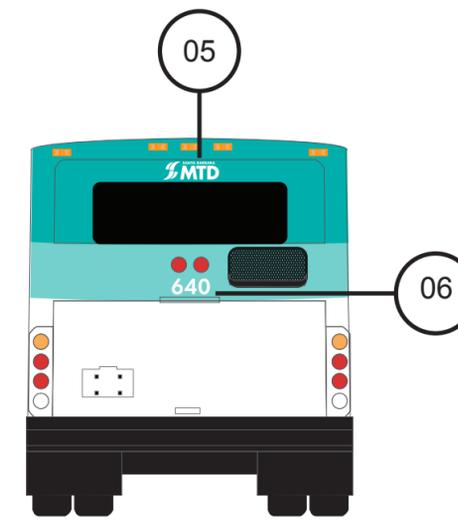
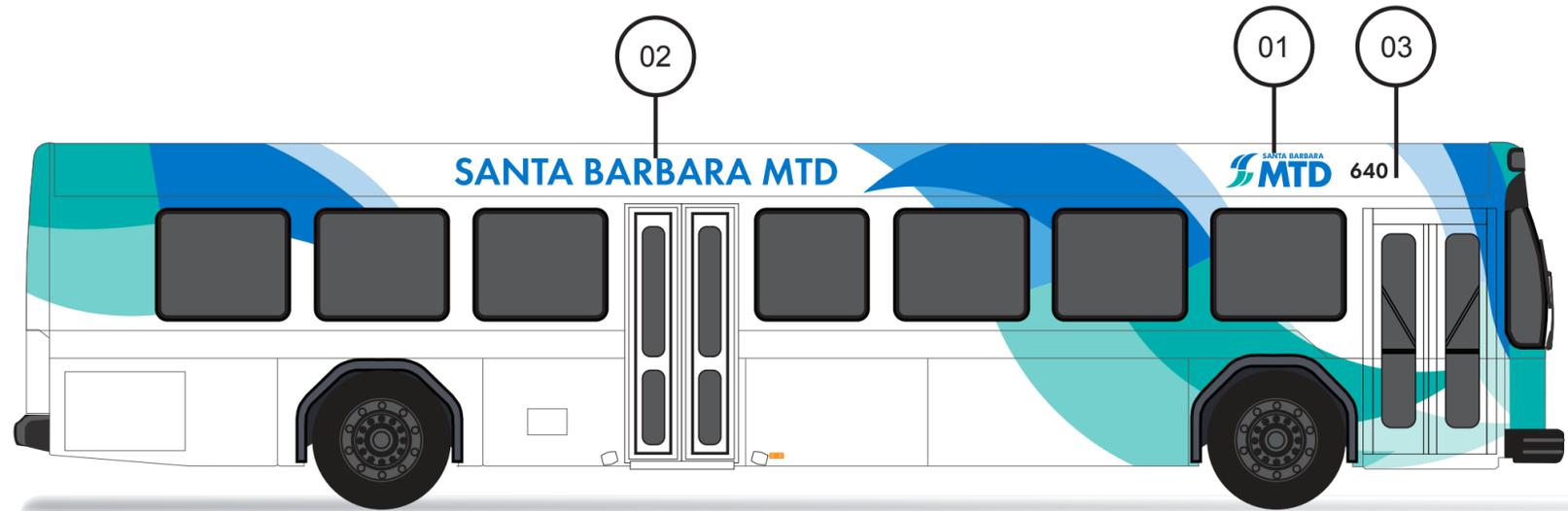
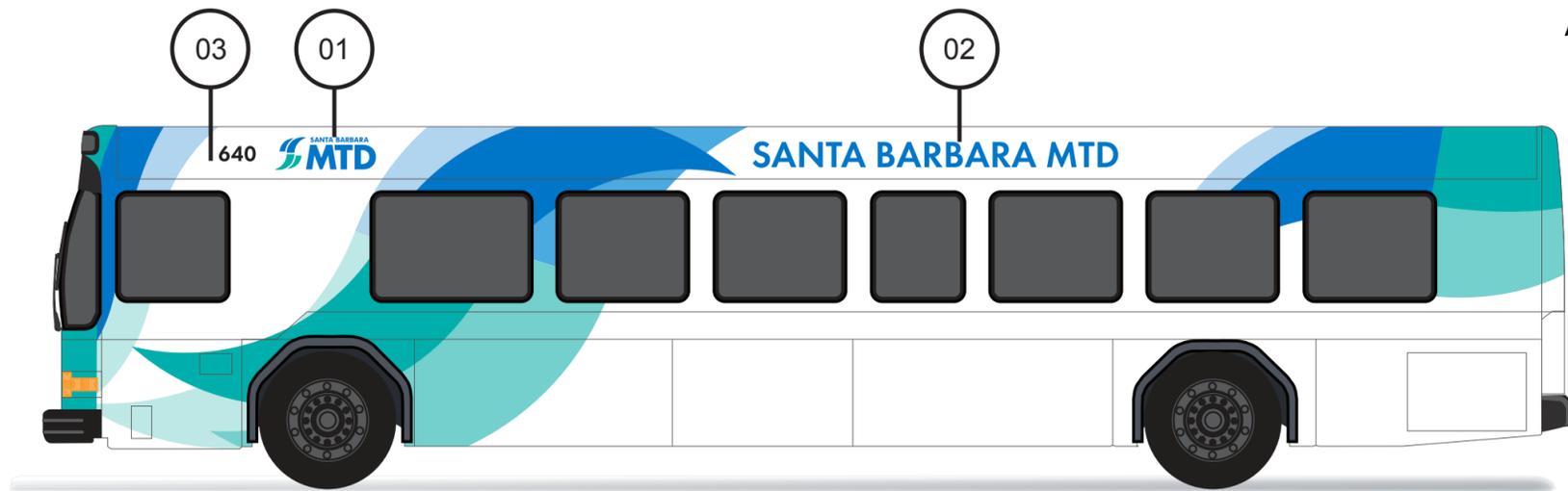
* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.



2011 40' GILLIG HYBRID
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
01	SANTA BARBARA MTD	2	3005 C & 326 C
02	SANTA BARBARA MTD	2	3005 C
03	Hybrid Electric	2	WHITE & 3005 C
04	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
05	640 (ROOF DECAL)	1	BLACK
06	SANTA BARBARA MTD	2	WHITE
07	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

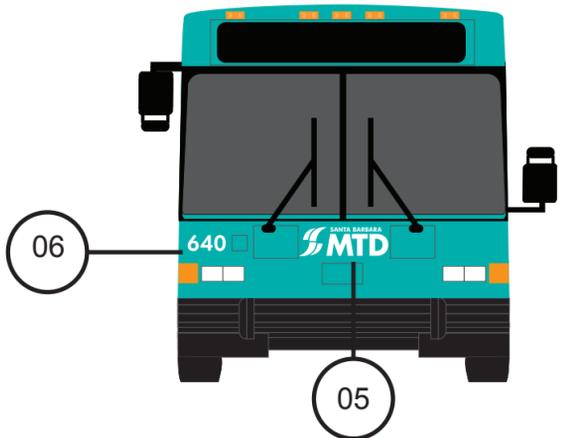
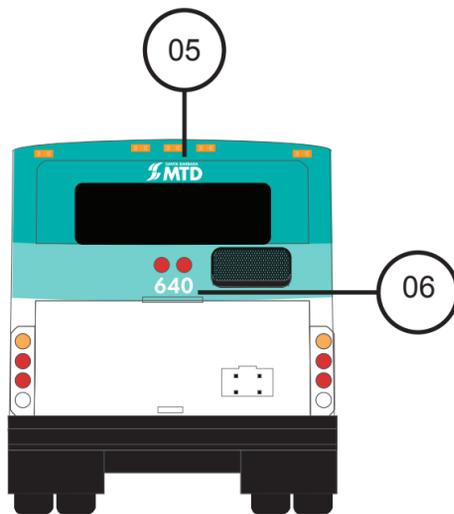
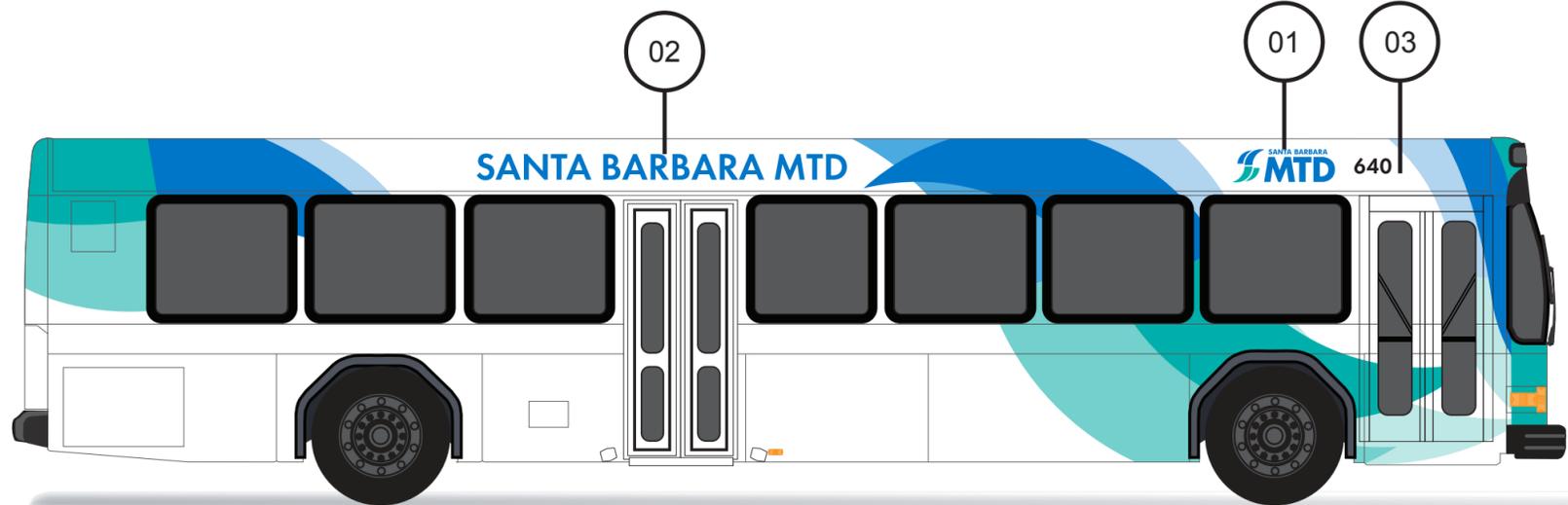
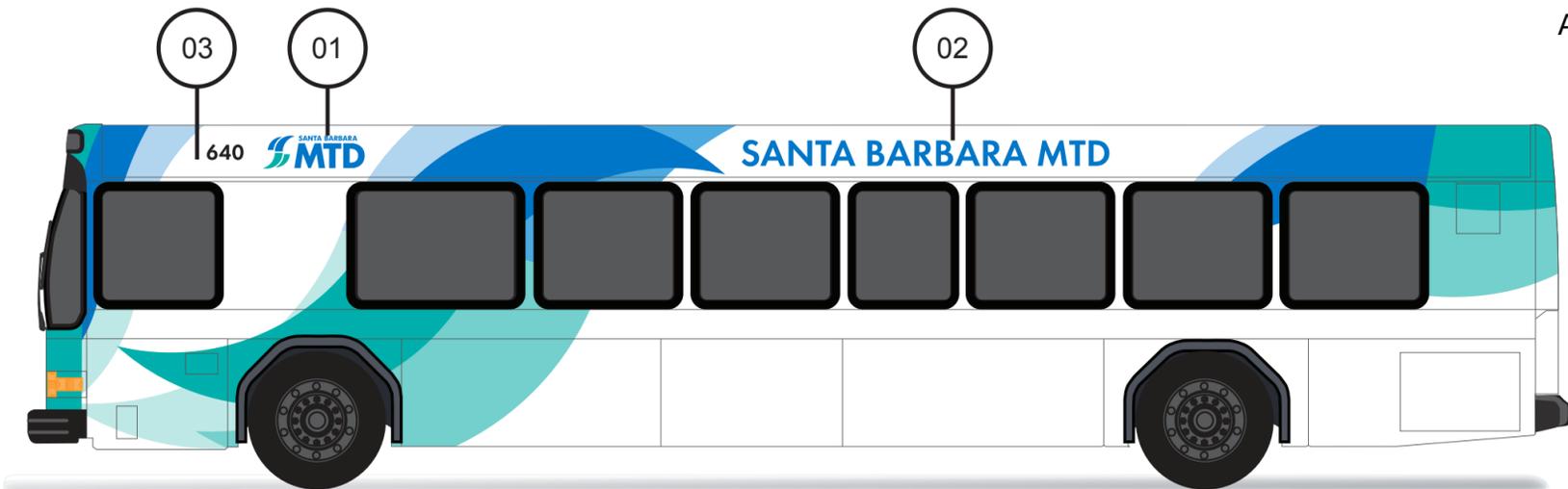
* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.



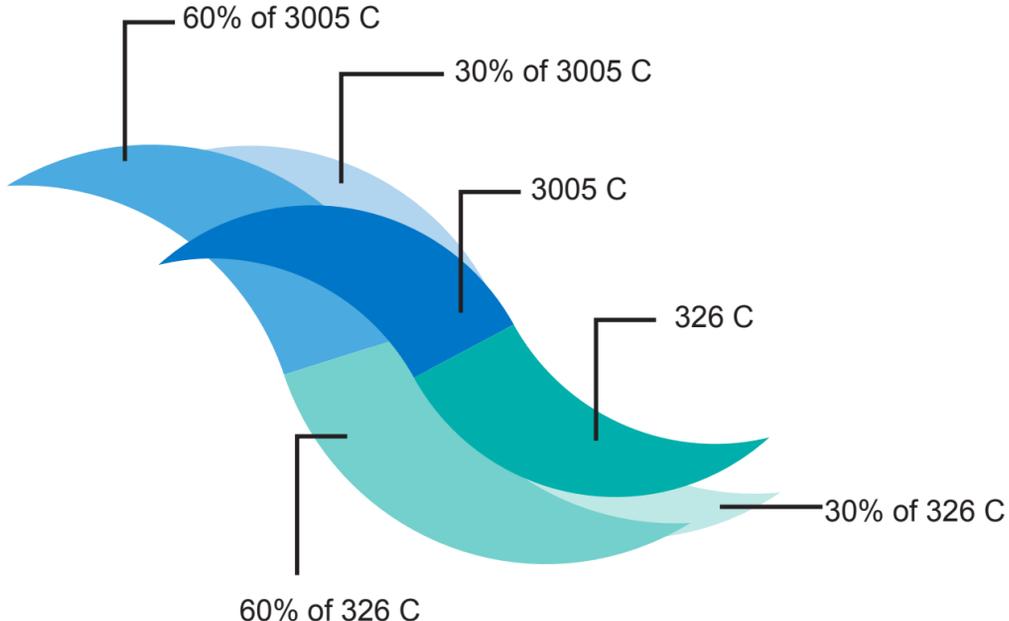
2003 40' GILLIG
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
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02	SANTA BARBARA MTD	2	3005 C
03	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
04	640 (ROOF DECAL)	1	BLACK
05	 SANTA BARBARA MTD	2	WHITE
06	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.

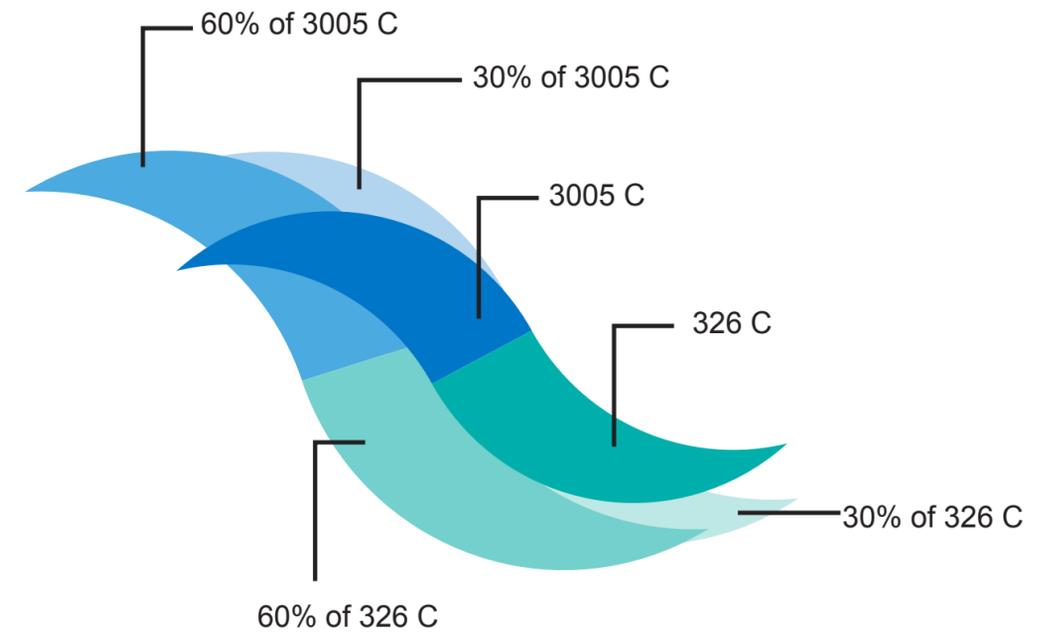
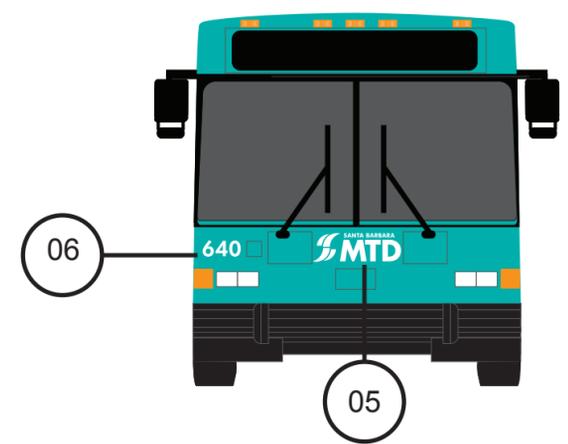
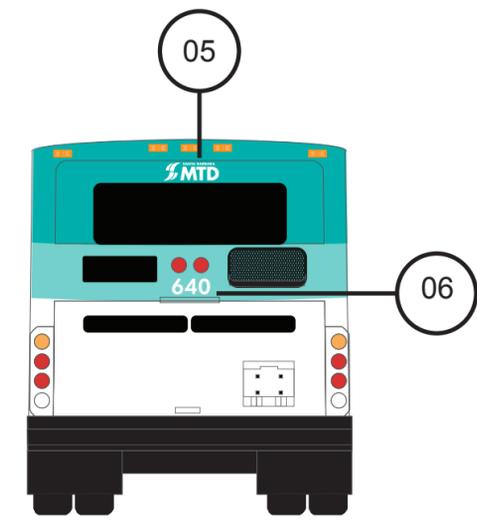
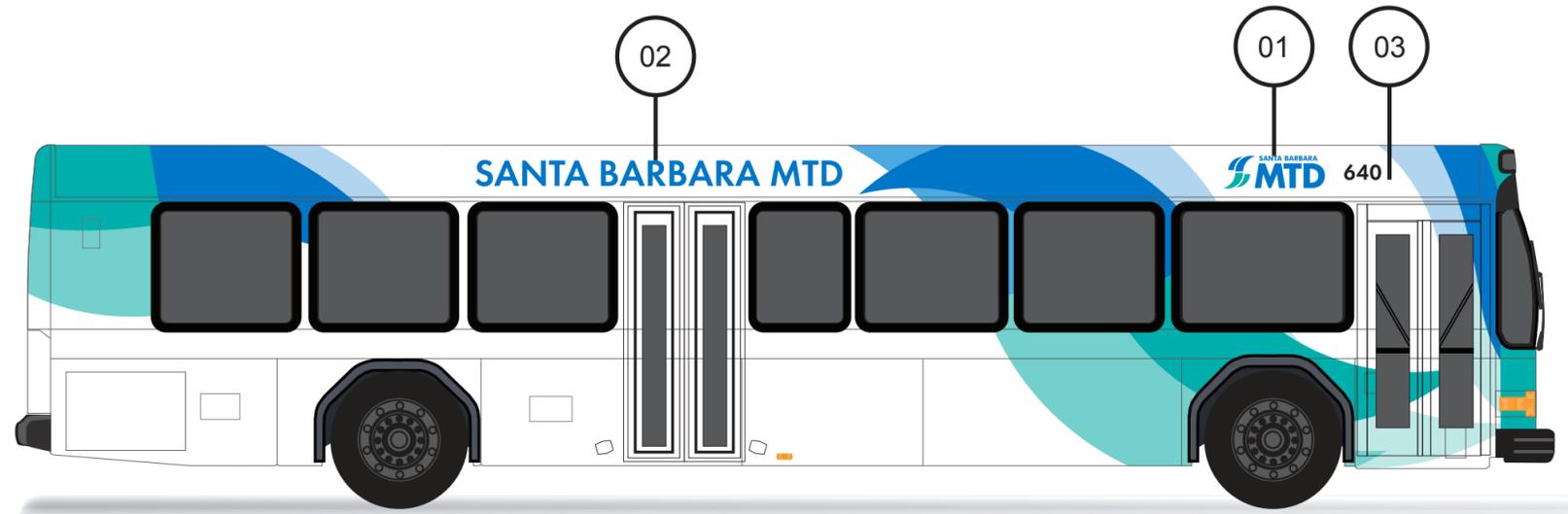
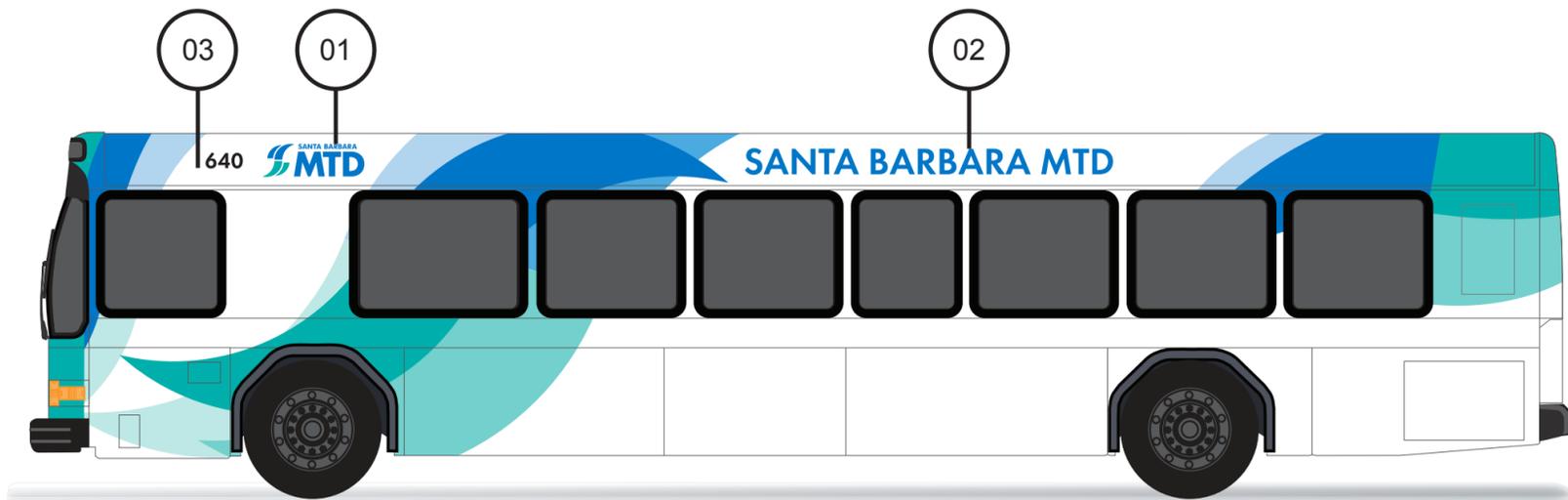


2004 40' GILLIG
SCALE 1: 48



SIGN #	GRAPHIC	QTY	COLOR
01	 SANTA BARBARA MTD	2	3005 C & 326 C
02	SANTA BARBARA MTD	2	3005 C
03	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
04	640 (ROOF DECAL)	1	BLACK
05	 SANTA BARBARA MTD	2	WHITE
06	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

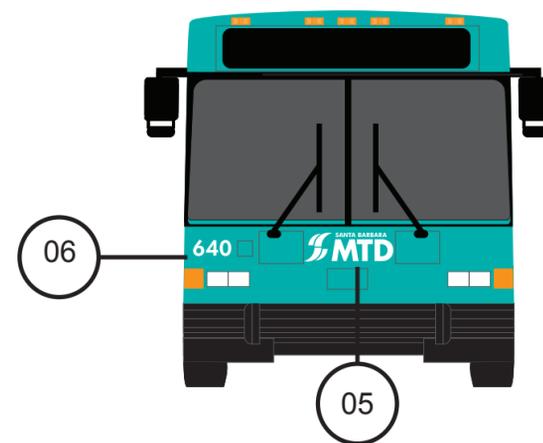
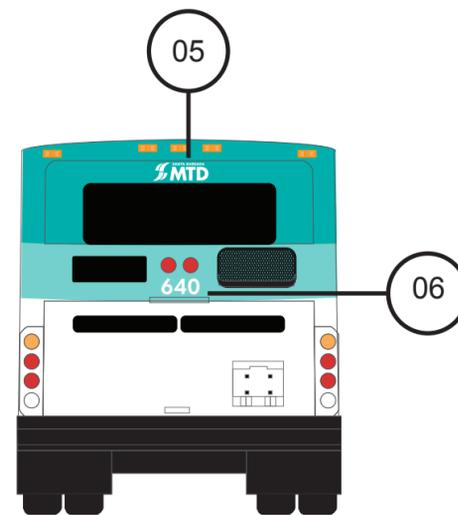
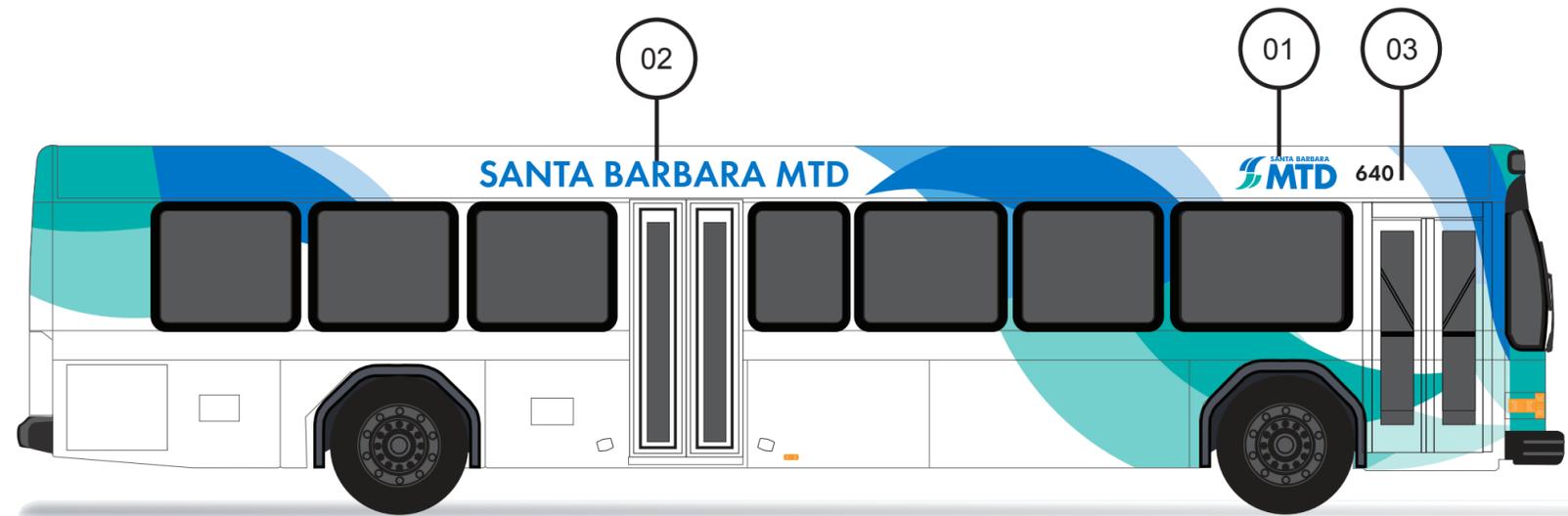
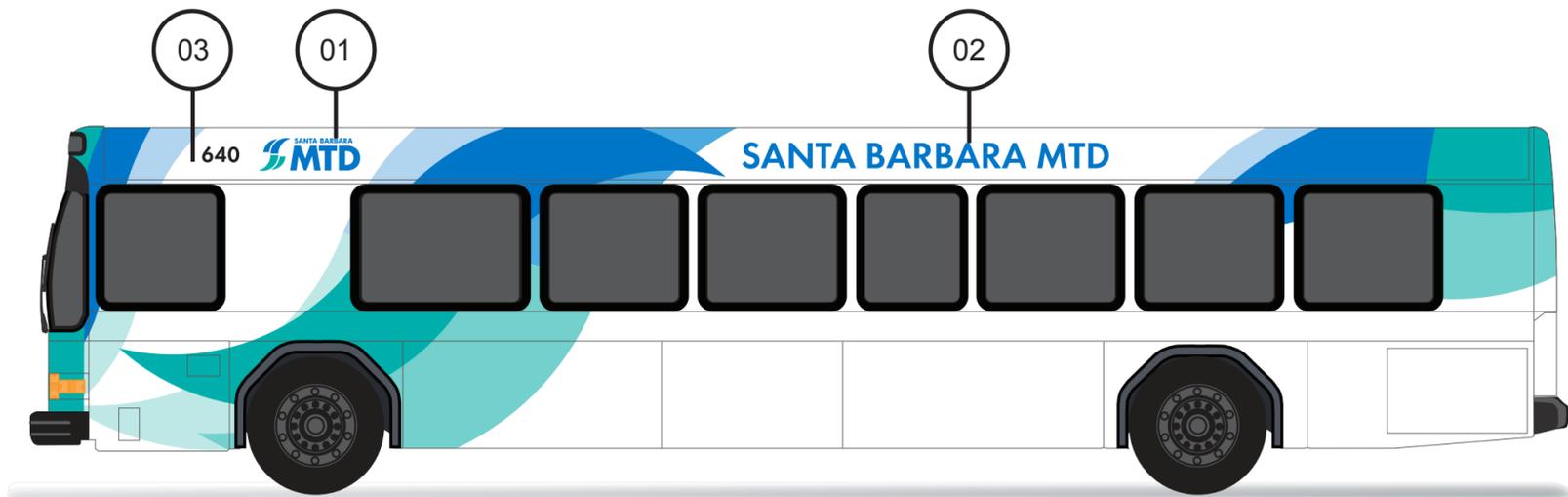
* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.



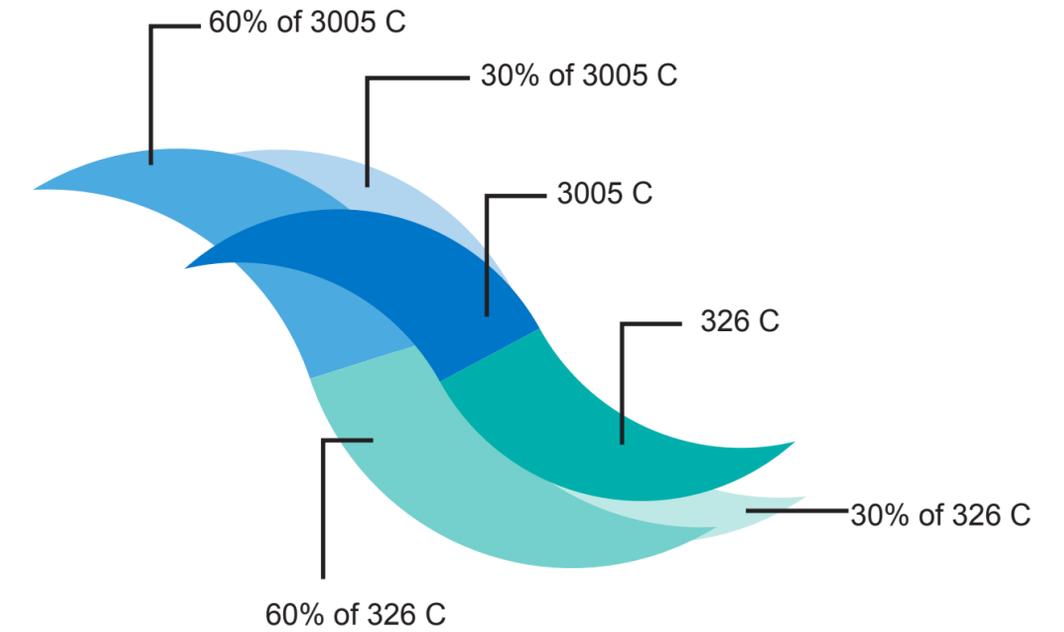
2011 40' GILLIG
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
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02	SANTA BARBARA MTD	2	3005 C
03	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
04	640 (ROOF DECAL)	1	BLACK
05	 SANTA BARBARA MTD	2	WHITE
06	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.

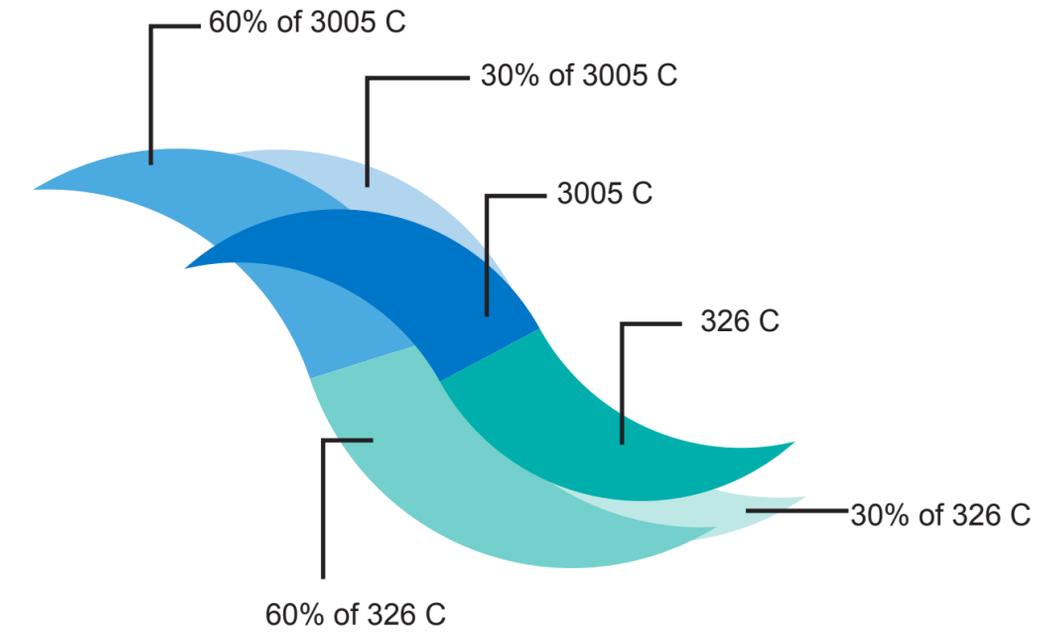
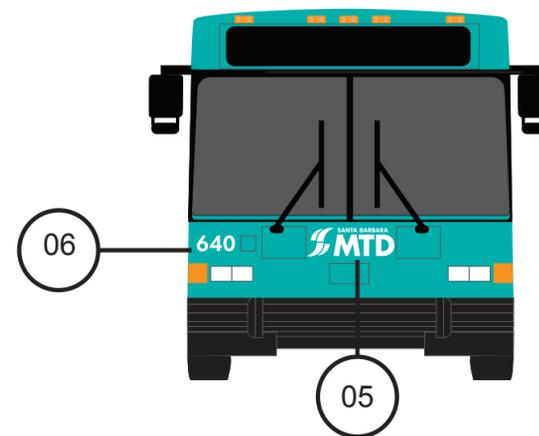
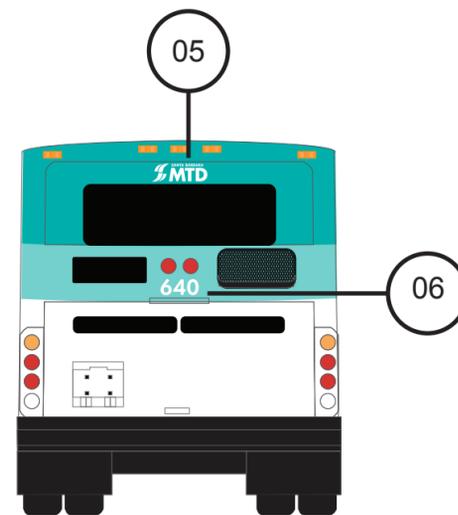
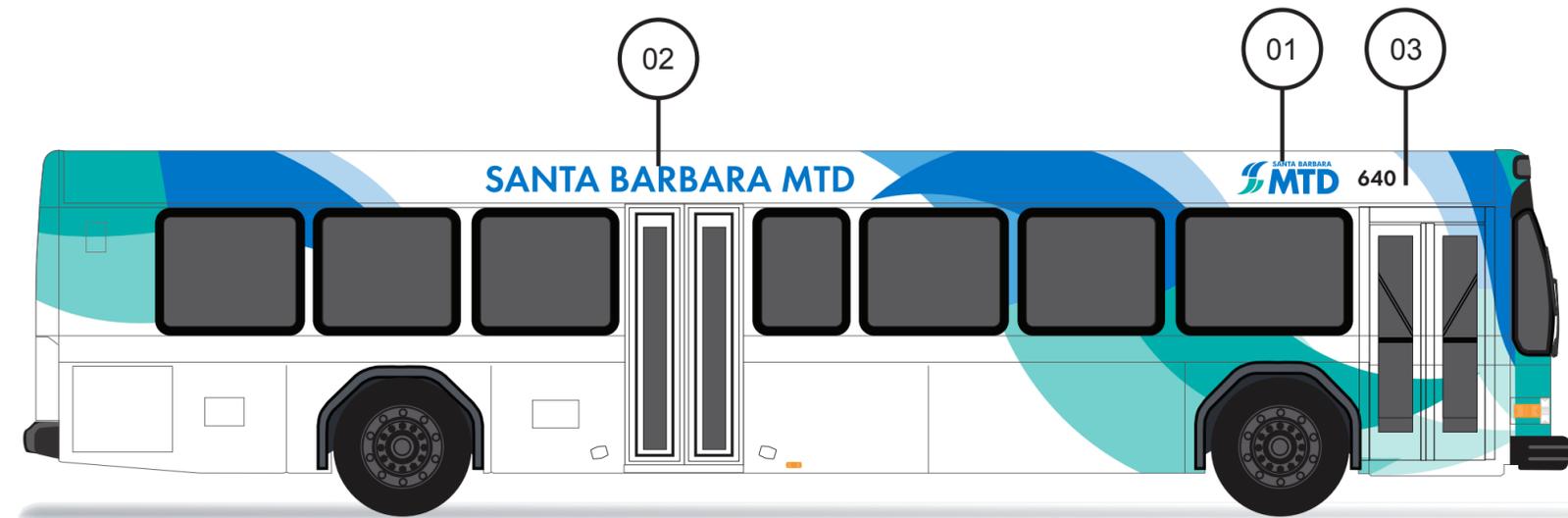
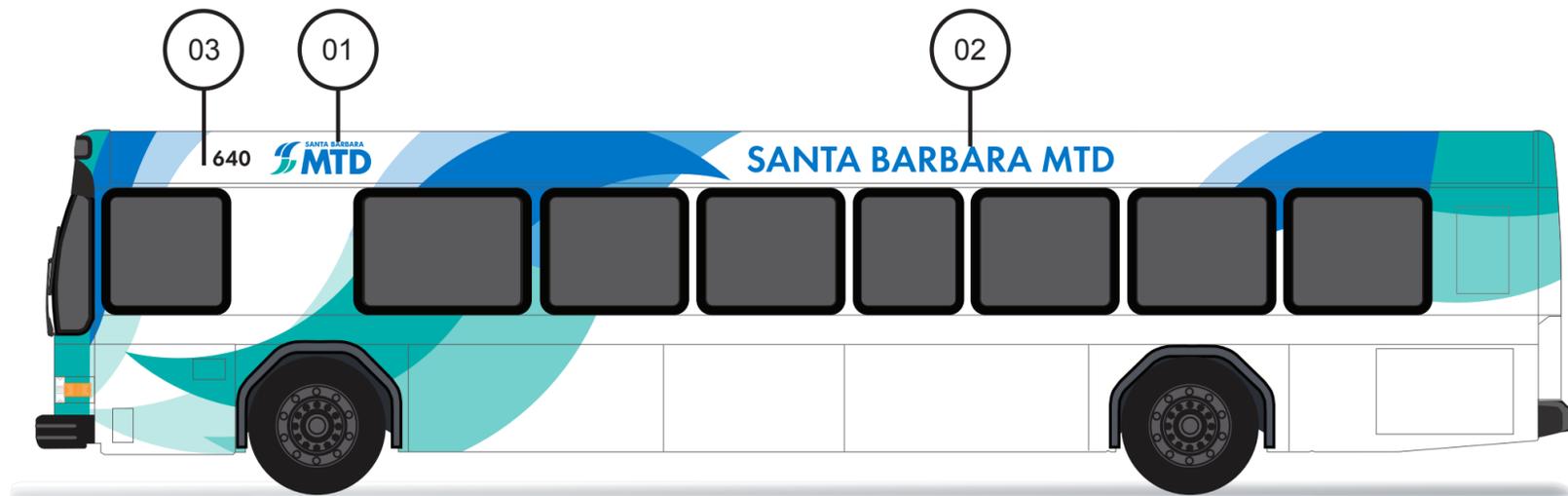


2013 40' GILLIG
SCALE 1: 48



SIGN #	GRAPHIC	QTY	COLOR
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02	SANTA BARBARA MTD	2	3005 C
03	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
04	640 (ROOF DECAL)	1	BLACK
05	SANTA BARBARA MTD	2	WHITE
06	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

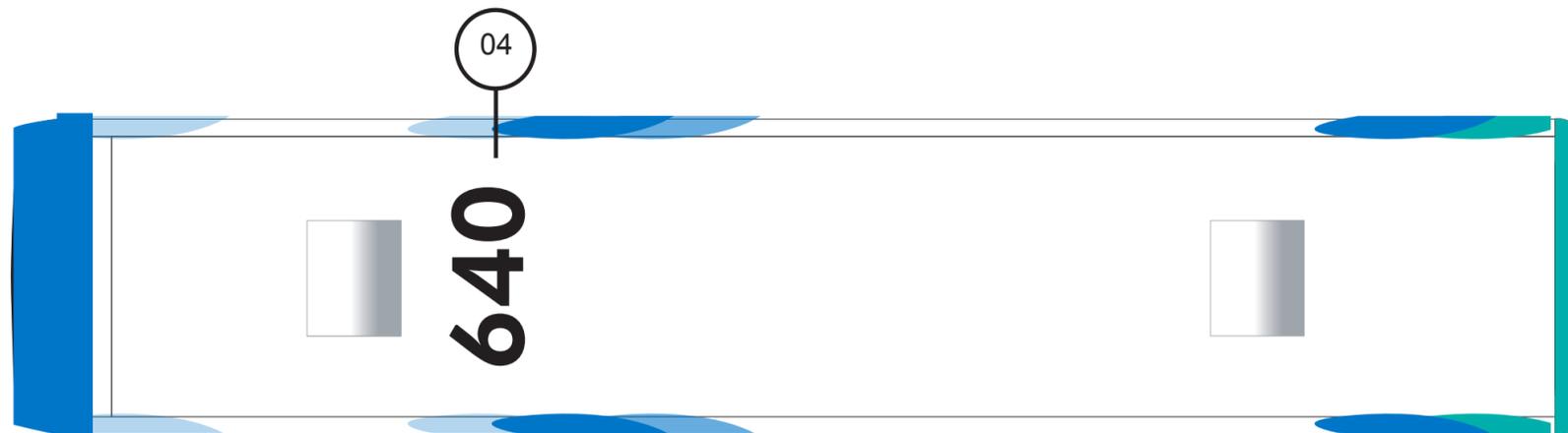
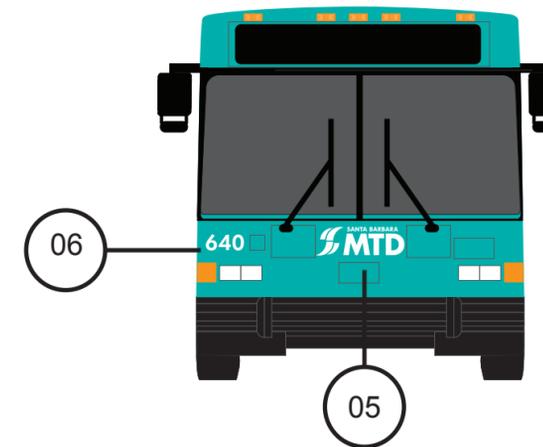
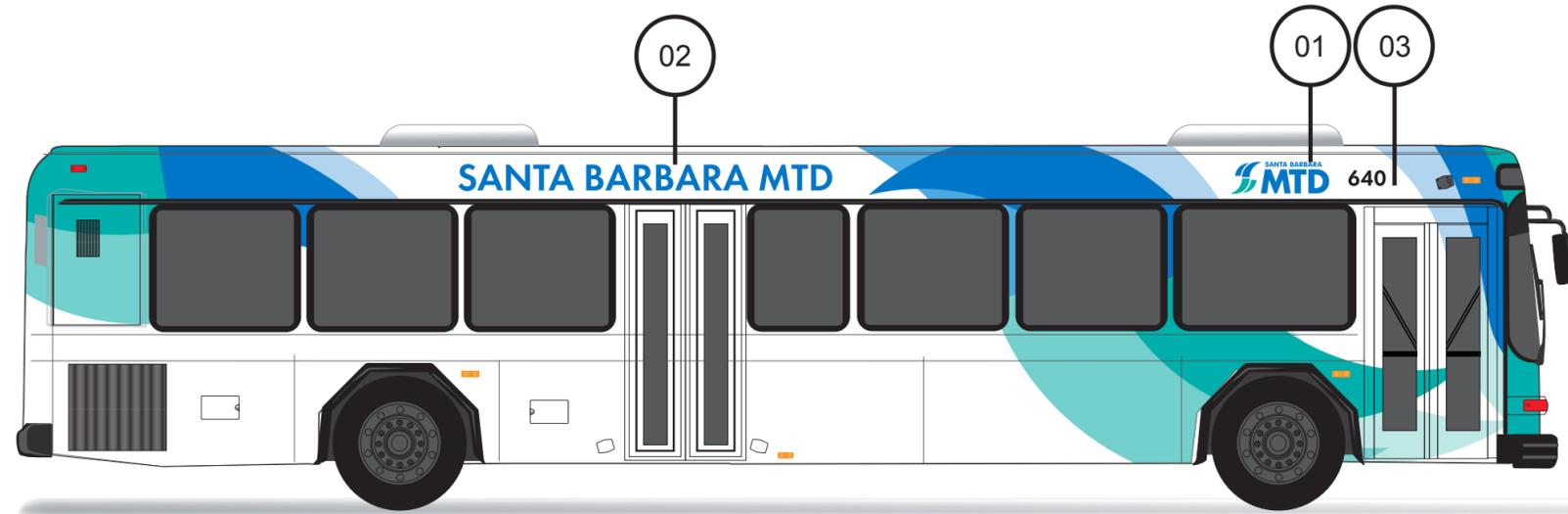
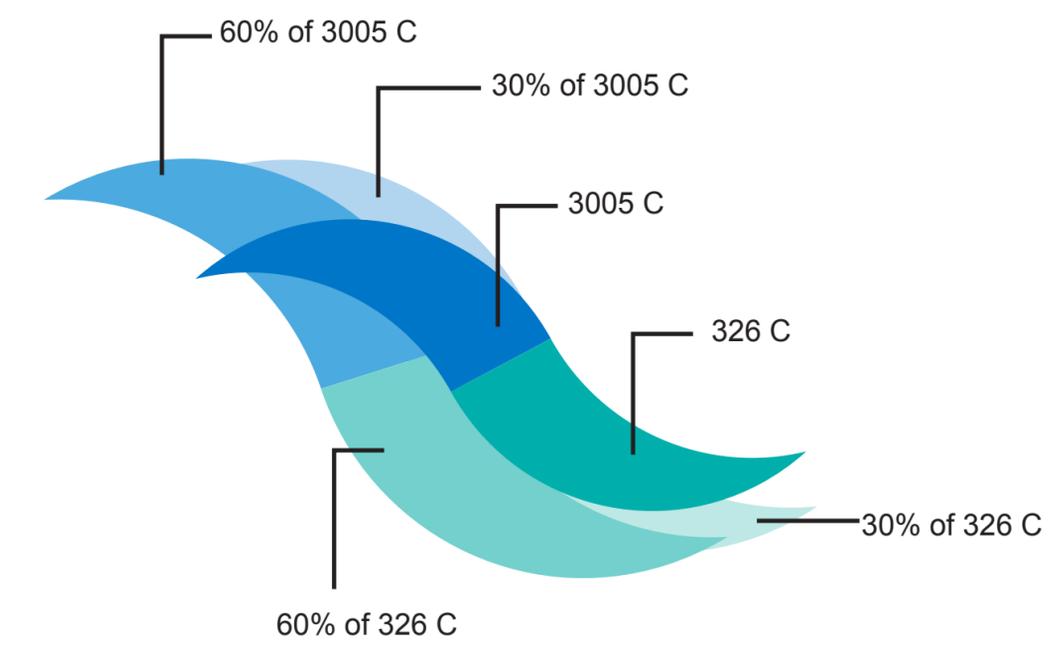
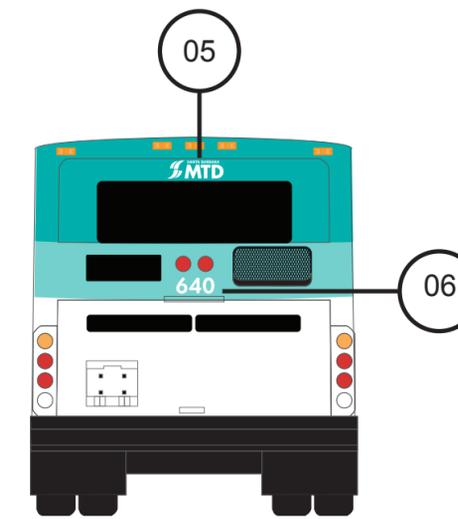
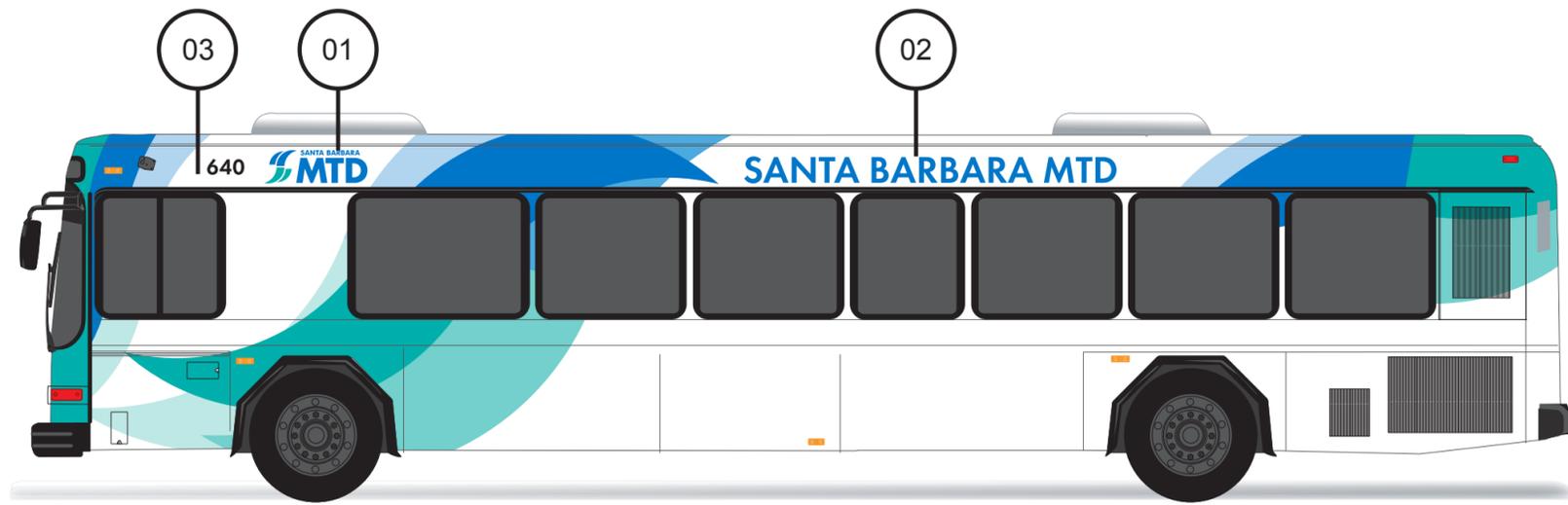
* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.



2016 40' GILLIG
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
01	 SANTA BARBARA MTD	2	3005 C & 326 C
02	SANTA BARBARA MTD	2	3005 C
03	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
04	640 (ROOF DECAL)	1	BLACK
05	 SANTA BARBARA MTD	2	WHITE
06	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

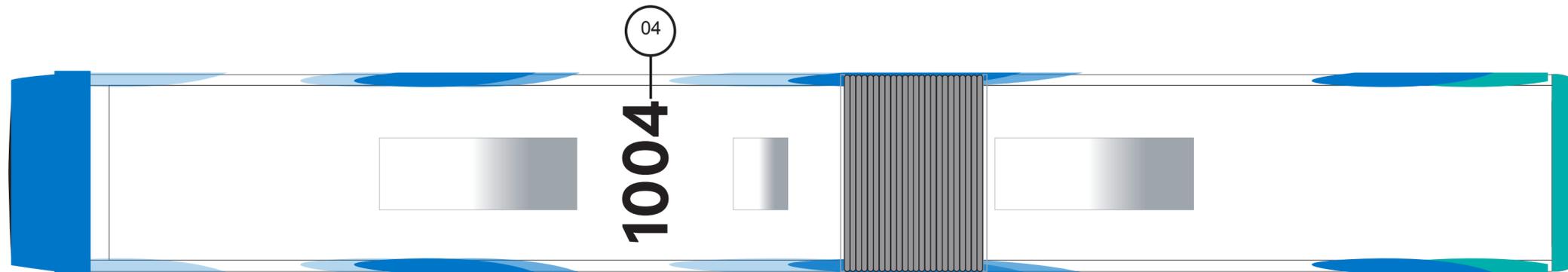
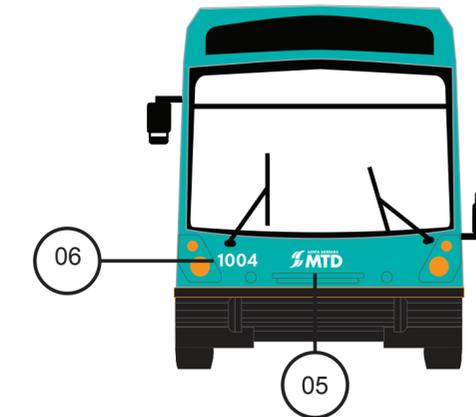
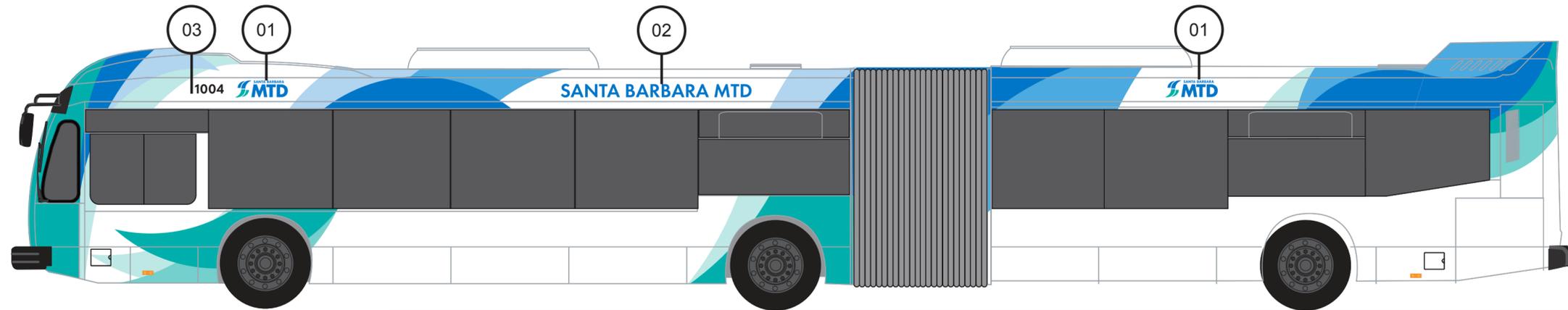
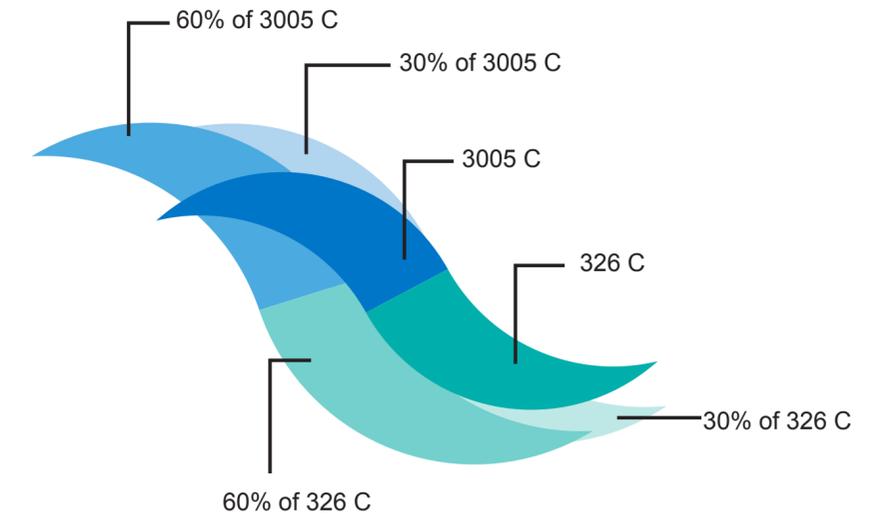
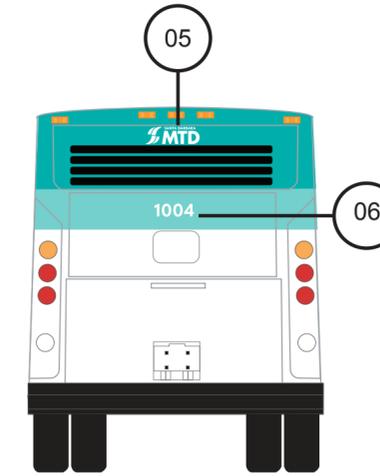
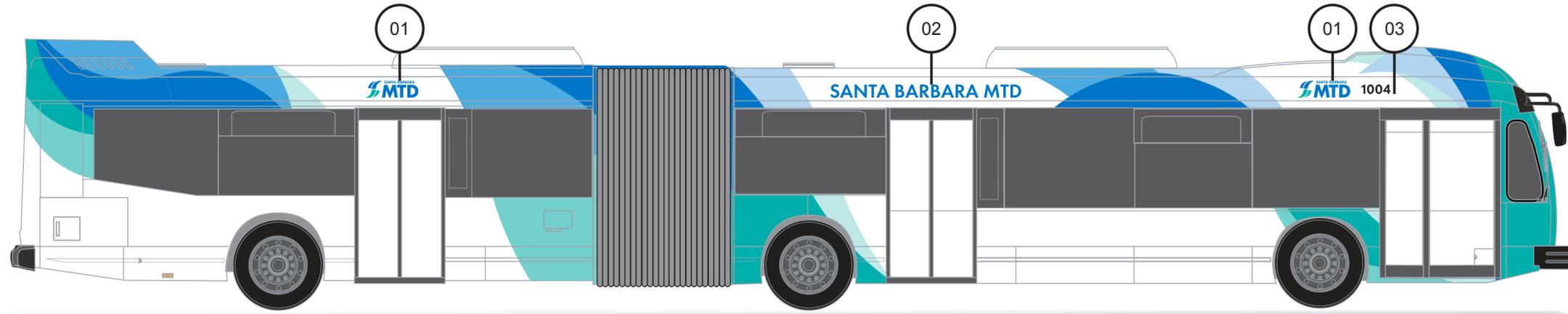
* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.



2017 40' GILLIG
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
01	 SANTA BARBARA MTD	2	3005 C & 326 C
02	SANTA BARBARA MTD	2	3005 C
03	640 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
04	640 (ROOF DECAL)	1	BLACK
05	 SANTA BARBARA MTD	2	WHITE
06	640 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.



2014 60' NOVA
SCALE 1: 48

SIGN #	GRAPHIC	QTY	COLOR
01	SANTA BARBARA MTD	2	3005 C & 326 C
02	SANTA BARBARA MTD	2	3005 C
03	1004 (UNIT NUMBER - SIDES OF BUS)	2	BLACK
04	1004 (ROOF DECAL)	1	BLACK
05	SANTA BARBARA MTD	2	WHITE
06	1004 (UNIT NUMBER - FRONT & BACK OF BUS)	2	WHITE

* Roof layout is only approximate and may differ by fleet type. Roof is depicted for fleet number purposes only.

Santa Barbara Metropolitan Transit District

Fleet Renewal Campaign

MASTER AGREEMENT with [insert contractor name in caps]

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and [insert contractor name], a [insert state name] [insert business type] ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

- A. MTD desires to engage Contractor to perform a Fleet Renewal Campaign (the "Project") for a three-year period commencing with the effective date of this agreement;
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. FTA Provisions. This project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions*, which are attached hereto as Exhibit "A" and incorporated herein by this reference.
3. Public Works Provisions. Not applicable to this agreement.
4. Scope of Work. MTD has heretofore issued on July 14, 2020 the scope of work contained in Request for Proposal (RFP) for Fleet Renewal Campaign, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
5. Submittal and Price Proposal. Contractor has heretofore submitted on [insert date] its proposal, including required forms and certifications, true copies of which are attached hereto as Exhibit "C" and incorporated herein by this reference; and on [insert date], a revised Price Proposal to carry out the Project, a true copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference.
6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement with the qualified personnel and means and methods described in Exhibit "C" for the price quoted in Exhibit "D". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D".
7. Contract Pricing. Contractor shall carry out the firm fixed price Project in accordance with pricing provided in Exhibit "D".
8. Payment. Contractor shall submit separate invoices for each bus completed and approved by MTD. Invoices shall indicate a breakdown of work completed (separated by "Base" and "Optional" work); Contractor and sub-contractor (if applicable) labor hours by category or individual; and parts and materials used. Payment from MTD shall be made to Contractor no later than thirty (30) days after receipt of a valid invoice which shall be sent to: Santa Barbara MTD, Attn: Ryan Gripp, 550 Olive Street, Santa Barbara, CA 93101.
9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County which shall have been included in the Contractor's proposal price and shall be included on the Contractor's invoice.

10. Project Schedule. Performance shall commence within 5 calendar days of the date of the notice to proceed. Contractor is required to submit a schedule of work for Project prior to commencement of work, which must closely align with the schedule submitted with its proposal and attached hereto as Exhibit "C". Schedule will be reviewed and approved by MTD prior to any work taking place.

11. Delivery & Freight. Unless specified otherwise in the scope of work, any item provided under this Agreement shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101. Any Project freight and delivery charges shall have been already included in the Contractor's proposal price and shall not be paid otherwise by MTD.

12. Title & Risk of Loss. The Contractor shall have title to and bear the risk of any loss of or damage to any item provided hereunder until delivered and, if applicable pursuant to this Agreement or standard industry practice, installed or otherwise set up for usage. Upon such delivery and applicable installation and setup, title shall pass from the Contractor to MTD, and the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from the Contractor's negligence. Such passing of title shall not constitute acceptance of an item by MTD. The Contractor shall further warrant that the title to any item provided hereunder is free from all claims, encumbrances and liens.

13. Damages. All losses or damages arising from any unforeseen circumstances, either natural or artificial, which may be encountered by the Contractor during the performance of the Project under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.

14. Defective, Damaged or Noncompliant Work. Any items, services, work or systems acquired pursuant to this Agreement found to be defective, damaged or non-compliant with the scope of work at the time of delivery or installation shall be replaced by the Contractor without additional cost to MTD. If the Contractor should fail to promptly comply with any order to replace or repair any defective items, services, work or systems, MTD shall have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict any warranty provisions of this Agreement or any exhibits hereto.

15. Acceptance. All items, services, work or systems to be furnished by the Contractor pursuant to this Agreement shall be subject to acceptance by MTD. MTD shall inspect such deliverables, including completed First Article-Pilot Buses and all remaining buses to determine acceptability no later than ten (10) calendar days after said deliverables are received. Acceptance shall occur when it is determined by MTD that all items, services, work or systems provided pursuant to this Agreement are in compliance with the scope of work or any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor.

16. Warranty. The Contractor shall warrant to MTD as follows:

a. Engine Repower - Warranty

- i. Engine repower installation in its entirety, parts and labor, without exceptions and/or deviations, shall be covered by a minimum of two-years, 100,000 miles warranty. This warranty shall include all accessories, parts, systems and components provided by the Contractor. The installation of the Cummins L9 engine shall be performed in such a manner as to keep the integrity of the warranty of the engine through Cummins. Additionally, the exhaust system installation and components, in its entirety, shall be covered by a 3-years, unlimited mileage warranty. All exhaust flex connectors shall be warranted against failure for five years, unlimited mileage.

b. Warranty Repairs by MTD

- i. If the Contractor is unable to provide warranty service in a reasonable timeframe (1 week or less), MTD's Fleet Maintenance Manager shall notify the Contractor of MTD's intent to perform the repairs in-house. MTD, during the performing of warranty covered repairs, will correct or repair the defect and any related defect using Original Equipment (OE) supplied or approved parts specifically intended for such repairs. Monthly reports of all repairs covered by the engine's warranty shall be submitted by

MTD to the Contractor for reimbursement or replacement of parts and labor. The Contractor shall be responsible for providing the forms for these reports.

c. Bus Towing-Warranty

- i. During the warranty period for the engine repower if bus towing is required to the MTD facility and/or to-and-from the Contractor's facility due to failures and/or malfunctions attributed to the Contractor's workmanship, or Contractor's provided parts and/or components, MTD shall invoice the Contractor for all related fees.

d. Fleet Defect Procedure

- i. A fleet defect is defined as a cumulative failure of any kind in the same component, or subcomponent in the same or similar application where such items are covered by the base or extended warranty and such failures occur within the warranty periods in twenty percent (20%) of the vehicles delivered under the contract.
- ii. The Contractor shall correct the fleet defect failure under warranty and shall promptly undertake a complete work program reasonably designed to prevent the occurrence of the same defect in all other buses that were subject to the work performed under this Agreement. Where the specific defect can be solely attributed to an identifiable part(s), the work program shall include redesign and/or replacement of only the defective designed or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all work under this Agreement related to the defect via a mutually agreed upon arrangement.

e. Warranty Parts Reimbursement

- i. The Contractor shall reimburse MTD for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim. MTD shall be reimbursed by the Contractor for defective parts and for parts from its own stock that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and fifteen (15%) percent handling costs.

f. Legal/Warranty Requirement

- i. The installation of the components, and any modifications to the buses necessary to meet the requirements of this Agreement shall comply with all applicable federal, state, local regulations and accepted industry practices typical for this type of work. In the event of any conflict between the requirements of this Agreement and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict including certification of the installation by Cummins to keep warranty of the Cummins EPA2017 L9 engine intact and valid.

17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. Insurance.

a. Contractor's Insurance Representations to MTD.

- i. It is expressly understood and agreed that the insurance coverages required herein:
 - A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and
 - B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance

of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.

ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.

x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.

xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
- ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.
- iii. Amount of Insurance. Coverage shall be provided with limits of not less than:
- | | |
|---|-------------|
| A. Each Occurrence Limit | \$1,000,000 |
| B. General Aggregate Limit | \$2,000,000 |
| C. Product-Completed Operations Aggregate Limit | \$2,000,000 |
| D. Personal and Advertising Injury Limits | \$1,000,000 |
| E. Fire Damage (any one fire) | \$50,000 |
| F. Medical Expense (any one person) | \$5,000 |
- iv. Required Endorsements.
- A. Additional Insured status as required in 18(b)(vii), above.
- B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
- D. Primary Liability, as required in 18(b)(ix), above.
- E. Waiver of Subrogation, as required in 18(b)(viii), above.
- F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last bus built pursuant to this Agreement.
- d. Auto Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
- iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
- iv. Required Endorsements.
- A. Additional Insured status as required in 18(b)(vii), above.
- B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- C. Waiver of Subrogation, as required in 18(b)(viii), above.
- e. Workers' Compensation/Employer's Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
- ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:
- | | |
|---------------------------|--|
| A. Workers' Compensation: | Statutory limits |
| B. Employer's Liability: | \$1,000,000 each accident and disease. |
- iii. Required Endorsements.
- A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- B. Waiver of Subrogation, as required in 18(b)(viii), above.
- f. Garage Liability Insurance.

- i. Coverage. Such insurance shall cover c liability arising out of garage operations.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$5,000,000.
 - iii. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - g. Garagekeepers Liability Insurance.
 - i. Coverage. Such insurance shall cover all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven, and includes collisions.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$500,000 per vehicle and \$2,000,000 for aggregate.
 - iii. Required Endorsements.
 - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
Primary Liability, as required in 18(b)(ix), above. Coverage to be written direct Primary basis.
 - h. Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.
19. Bonding. Contractor shall obtain a performance bond in favor of MTD in an amount equal to 100 percent of the original contract price. MTD may require additional bond protection if the contract price is increased. The increase in protection shall equal 100 percent of the increase in contract price.
20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions for Federal Fiscal Year*, which is attached hereto as Exhibit "A".
21. Liquidated Damages. Not applicable to this agreement.
22. Infringement of Patents. The Contractor agrees that it will, at its own expense, defend all suits and proceedings instituted against MTD and pay any award of damages assessed against MTD in such suits or proceedings, insofar as the same are based upon any claim that the items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, constitutes an infringement of any legal United States copyright or patent. MTD agrees that it will give the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all information, assistance and authority necessary for the Contractor to do so. In case said items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, is in such suit held to constitute infringement and use of same is enjoined, the Contractor shall, at its own expense and at its option, either procure for the MTD the right to continue using said items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
23. Rights in Data. Definitions. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. Subject data 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 (including, but not limited to, source codes), 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. *MTD Rights*. MTD reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for MTD purposes, any subject data or copyright. As used in the previous sentence, "for

MTD purposes," means use only for the direct purposes of MTD. Without the copyright owner's consent, MTD may not extend its license to any other party. *Public Information.* When MTD awards a contract for experimental, developmental, or research work, it is MTD'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 MTD determines otherwise, MTD and the Contractor performing experimental, developmental, or research work required by the contract agrees to permit MTD to make available to the public, either MTD's license in the copyright to any subject data developed in the course of that 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 underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data and shall be delivered as MTD may direct.

24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the acts, errors or omissions of the Contractor, including acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.

25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

<p><u>MTD:</u> Jerry Estrada, General Manager Santa Barbara Metropolitan Transit District 550 Olive Street Santa Barbara, CA 93101 Email: jestrada@sbmtd.gov</p>	<p><u>CONTRACTOR:</u> [insert authorized official name & title] [insert contractor name] [insert contractor street address] [insert contractor city, state & zip] [insert contractor email]</p>
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26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or an criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. Partial Invalidity. In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES. Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Equal Employment Opportunity. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions for Federal Fiscal Year*, which is attached hereto as Exhibit "A".

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

38. Qualifications. Contractor or Contractor's representative (Contractor) certifies that Contractor is qualified to do business and is in good standing in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

[insert contractor name in caps]

Jerry Estrada, General Manager

[insert authorized official name & title]

Date:

Date:



FEDERAL TRANSIT ADMINISTRATION

CONTRACT PROVISIONS

Fleet Renewal Campaign - (Contractor Name)

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1. FLY AMERICA REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**2. BUY AMERICA REQUIREMENTS**

The Contractor agrees to 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. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

3. CHARTER BUS & SCHOOL BUS REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**4. CARGO PREFERENCE REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT****5. SEISMIC SAFETY REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT****6. ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts.

7. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

8. BUS TESTING—NOT APPLICABLE TO THIS CONTRACT**9. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT****10. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in

paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

11. ACCESS TO RECORDS & REPORTS

(a) The Contractor agrees to provide MTD, 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 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO 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.

(b) If contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, 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.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The Contractor agrees to 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 MTD, 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. Reference 49 CFR 18.39(i)(11).

12. FEDERAL CHANGES

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

13. BONDING REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**14. CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS—NOT APPLICABLE TO THIS CONTRACT**17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT**

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

(b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for Unpaid Wages and Liquidated Damages: MTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

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

18. [RESERVED]**19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(a) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and

shall not be subject to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) The Contractor acknowledges that 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 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the 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 the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract 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, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

(a) MTD may terminate this contract in whole or in part, for MTD's convenience or because of the failure of the Contractor to fulfill the contract obligations. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of MTD, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, MTD may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by MTD.

(d) If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of MTD.

(e) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(f) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to 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. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT—NOT APPLICABLE TO THIS CONTRACT

24. CIVIL RIGHTS REQUIREMENTS

(a) 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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) 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, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) 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, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

25. BREACHES & DISPUTE RESOLUTION

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts.

26. PATENT & RIGHTS IN DATA—NOT APPLICABLE TO THIS CONTRACT

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS—NOT APPLICABLE TO THIS CONTRACT

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is 2.9%.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING—NOT APPLICABLE TO THIS CONTRACT**32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) —NOT APPLICABLE TO THIS CONTRACT****33. SAFE OPERATION OF MOTOR VEHICLES**

(a) Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

(b) Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.