



Suburban Bus Division of the
Regional Transportation Authority

550 West Algonquin Road • Arlington Heights, Illinois 60005

C

PURCHASE ORDER NO. 230995 B	BEGIN DATE 05-NOV-20
CAPITAL Yes	END DATE 04-NOV-25
F.O.B	BUYER E Roglich
PAYMENT TERMS Net 30 Days	PO: 1 OF 8

BLANKET

230995 B 0

1010967

Shepard Bros Inc
20 Eastern Blvd
Canandaigua, NY 14424

NOTICE TO VENDOR

For prompt payment, send your invoice with PACE
PO Number, in duplicate to:

ACCOUNTING SECTION
PACE – HEADQUARTERS
550 W ALGONQUIN RD
ARLINGTON HTS, IL 60005-4412
(847) 364-8130

ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
1		Each		This confirms Contract No. 230995 dated November 5, 2020 between Pace, the Suburban Bus Division of the Regional Transportation Authority and Shepard Bros., Inc. for the purchase of fifteen-passenger paratransit buses.		0.00000	
				This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. The minimum quantity to be purchased under this contract is one-hundred and seventy (170) buses. The total number of buses procured will not exceed the maximum amount of seven-hundred and fifty-three (753) vehicles. The initial contract is for two-hundred and ten (210) fifteen-passenger buses and two-hundred and ten (210) event recorder systems.			
2	75	Each		Fifteen (15) Passenger Paratransit Bus (95%)		78,083.78000	5,856,283.31
3	75	Each		Fifteen (15) Passenger Paratransit Bus (5%)		4,109.67000	308,225.44



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ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
4	75	Each		Event Recorder System		10,756.60000	806,745.00
5	53	Each		Fifteen (15) Passenger Paratransit Bus (95%)		78,083.78000	4,138,440.21
6	53	Each		Fifteen (15) Passenger Paratransit Bus (5%)		4,109.67000	217,812.64
7	53	Each		Event Recorder System		10,756.60000	570,099.80



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ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
8	17	Each		Fifteen (15) Passenger Paratransit Bus (95%)		78,083.78000	1,327,424.22
9	17	Each		Fifteen (15) Passenger Paratransit Bus (5%)		4,109.67000	69,864.43
10	17	Each		Event Recorder System		10,756.60000	182,862.20
11	7	Each		Fifteen (15) Passenger Paratransit Bus (95%)		78,083.78000	546,586.44



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ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
12	7	Each		Fifteen (15) Passenger Paratransit Bus (5%)		4,109.67000	28,767.71
13	7	Each		Event Recorder System		10,756.60000	75,296.20
14	34	Each		Fifteen (15) Passenger Paratransit Bus (95%)		78,083.78000	2,654,848.44
15	34	Each		Fifteen (15) Passenger Paratransit Bus (5%)		4,109.67000	139,728.87



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ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
16	34	Each		Event Recorder System		10,756.60000	365,724.40
17	23	Each		Fifteen (15) Passenger Paratransit Bus (95%)		78,083.78000	1,795,926.88
18	23	Each		Fifteen (15) Passenger Paratransit Bus (5%)		4,109.67000	94,522.47
19	23	Each		Event Recorder System		10,756.60000	247,401.80



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ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
20	1	Each		Fifteen (15) Passenger Paratransit Bus (95%) (1 of 2)		43,312.61000	43,312.61
21	1	Each		Fifteen (15) Passenger Paratransit Bus (95%) (2 of 2)		34,771.17000	34,771.17
22	1	Each		Fifteen (15) Passenger Paratransit Bus (5%)		4,109.67000	4,109.67
23	1	Each		Event Recorder System		10,756.60000	10,756.60

For Internal Use Only

- 1 Project 217125202, Task 11.12.04-001, Exp Type Capital
- 2 Project 217125202, Task 11.12.04-001, Exp Type Capital



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ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
3				Project 217125202, Task 11.12.04-001, Exp Type Capital			
4				Project 217125202, Task 11.12.04-001, Exp Type Capital			
5				Project 218115302, Task 11.12.04-001, Exp Type Capital			
6				Project 218115302, Task 11.12.04-001, Exp Type Capital			
7				Project 218115302, Task 11.12.04-001, Exp Type Capital			
8				Project 219105402, Task 11.12.04-001, Exp Type Capital			
9				Project 219105402, Task 11.12.04-001, Exp Type Capital			
10				Project 219105402, Task 11.12.04-001, Exp Type Capital			
11				Project 219105472, Task 11.12.04-001, Exp Type Capital			
12				Project 219105472, Task 11.12.04-001, Exp Type Capital			
13				Project 219105472, Task 11.12.04-001, Exp Type Capital			
14				Project 219115402, Task 11.12.04-001, Exp Type Capital			
15				Project 219115402, Task 11.12.04-001, Exp Type Capital			
16				Project 219115402, Task 11.12.04-001, Exp Type Capital			
17				Project 213204702, Task 11.12.04-004, Exp Type Capital			
18				Project 213204702, Task 11.12.04-004, Exp Type Capital			
19				Project 213204702, Task 11.12.04-004, Exp Type Capital			
20				Project 216115102, Task 11.12.04-008, Exp Type Capital			
21				Project 217125202, Task 11.12.04-001, Exp Type Capital			
22				Project 217125202, Task 11.12.04-001, Exp Type Capital			
23				Project 217125202, Task 11.12.04-001, Exp Type Capital			
REQUISITION NO. 419986						TOTAL NOT TO EXCEED 19,519,510.50	



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						11-5-2020	
				Signature		Date	



Rocky Donahue
Executive Director

September 15, 2020

Mr. Jim Adams
Midwest Sales Manager
Shepard Bros., Inc.
20 Eastern Blvd.
Canandaigua, NY 14424

Reference: Invitation for Bid No. 419986
Fifteen-Passenger Paratransit Buses

Subject: Amendment No. 1

Dear Mr. Adams:

Amendment No. 1 is being issued to incorporate the following modifications for the subject IFB.

The following contract provision is hereby added to the Contract:

Compliance: The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Contract, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)), as amended from time to time.

No employee, agent, subcontractor, or independent contractor of Contractor (“worker”) shall come on to a Pace worksite if sick. A worker shall complete Pace’s access health screening questionnaire prior to coming on to a Pace worksite and, while on a Pace worksite, shall wear a face covering over his/her nose and mouth at all times, practice social distancing of six feet at all times, cover his/her nose and mouth with a disposable tissue or flexed elbow when coughing or sneezing, wash his/her hands with soap and water for at least 20 seconds, and use hand sanitizer if he/she cannot wash his/her hands with soap and water for at least 20 seconds. A worker shall not use any Pace phone, desk, office, supplies, or equipment or share his/her phone, supplies, or equipment while on a Pace worksite

All other terms, conditions and modifications to the solicitation remain unchanged.

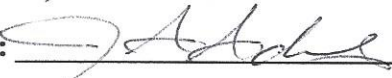
Please accept Amendment No. 1, dated September 15, 2020, by signing below and returning this acknowledgement to the attention of Evan.Roglich@pacebus.com on or before Friday, September 18, 2020 at 2:00 p.m.

Sincerely,

Rebecca Howe
Chief Procurement Officer
Pace, the Suburban Bus Division of the Regional Transportation Authority

Read, acknowledged and agreed to on this date: September 16, 2020

Shepard Bros., Inc.

Signed by: 

Print Name: JIMMIE "Jim" ALAN ADAMS

Title: MIDWEST SALES MANAGER

Contract No. 230995

INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
SPECIAL CONTRACT CONDITIONS/BID PRICE

THIS CONTRACT is entered into **November 5, 2020** by and between Pace, Suburban Bus Division of the Regional Transportation Authority (hereinafter called Pace) and the Bidder/Contractor indicated below.

1. **General Description:** Pace is seeking firm fixed pricing for the purchase, manufacture, and delivery of up to 753 fifteen-passenger paratransit buses in accordance with the terms and conditions set forth in this Invitation for Bid No. 419986. This is an Indefinite Delivery Indefinite Quantity (IDIQ) Contract. The minimum quantity to be purchased under this contract will be 170 paratransit buses. The total number of paratransit buses to be purchased will not exceed the maximum amount of 753 vehicles.
2. **Contract Term:** The contract period will be five (5) years. Contract shall begin immediately upon execution.
3. **Basis of Award:** This contract will be awarded to the lowest responsive and responsible bidder on the basis of the Grand Total. This Contract shall be effective as of the date when it is signed by Pace. The prices submitted with the Bid will be firm, fixed unit prices for the duration of the contract. Bids shall be irrevocable for a period of one-hundred and fifty (150) days.
4. **Approved Products:** The Contractor must be authorized by the OEM. All equipment must be new. The specific article, equipment or material mentioned shall be understood as establishing the type, function, and minimum standard of design, efficiency, quality, and performance desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable design, efficiency, quality, and performance. Bidder shall furnish sufficient information to determine or equal as acceptable.
5. **Request for Pre-Approved Equal:** Pace will consider products equal in function and performance to those listed within the Bid Price Section of this *Exhibit A*, as detailed within *Exhibit D, Technical Specifications*. A bidder proposing alternative products shall submit sufficient supporting documentation, drawings, and literature for Pace to review the alternative products and determine equivalence as detailed within *Exhibit D, Technical Specifications* by the **Question Deadline, 2:00 PM on July 22, 2020**. Acceptance of alternative products as equal is at the sole discretion of Pace.
6. **Delivery:**
 - a. The Contractor shall expedite an order for a chassis once the Purchase Order has been issued by Pace.
 - b. 90 days after receipt of chassis the Contractor shall deliver a Pilot bus to Pace for review by Pace.

- c. 30 calendar days after Pace has received the Pilot bus for review Pace will issue written approval to the Contractor for the start of regular production.
- d. The Contractor shall expedite an order for all additional chassis once Pace has issued the Contractor the written approval to start regular production. The Contractor shall deliver the first production unit to Pace 60 days after receipt of chassis. From the delivery of the first production unit by the Contractor to Pace the Contractor shall continue delivery at the rate of five units per calendar week until the current order quantity has been exhausted.

Schedule for subsequent orders after the initial purchase order:

- e. The Contractor shall expedite an order for all additional chassis once Pace has issued the Contractor the written approval to start any additional regular production. The Contractor shall deliver the first production unit to Pace 60 days after receipt of chassis. From the delivery of the first production unit by the Contractor to Pace the Contractor shall continue delivery at the rate of five units per calendar week until the current order quantity has been exhausted.

Deliveries will only be accepted between the Hours of 8:00 AM through 3:00 PM CDT Monday through Friday excluding holidays. Delivery charges, transportation costs, and all other charges must be included in the Bid Price. No additional charges will be allowed for delivery. The specified items shall be delivered to Pace South Holland Acceptance Facility, 405 Taft Dr., South Holland, IL 60473-2015.

7. **Pre-Bid Electronic Meeting:** There will be an electronic Pre-Bid Meeting at **9:30am CDT on May 19, 2020** via Teams web conference via the following link:

[Join Microsoft Teams Meeting](#)
[+1 872-212-5030](#) **United States, Chicago (Toll)**
Conference ID: 957 007 515#

Call Evan Roglich, Senior Contract Buyer, at (847)-228-4265 if your company will be represented.

8. **Pace DBE Requirements:** Pace encourages the Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to Disadvantaged Businesses and Small Businesses.
9. **Insurance Requirements:** The successful bidder will be required to provide evidence of all required insurance coverage, limits, endorsements, etc. for the duration of the contract plus one additional year. Evidence of required insurance coverage shall be provided on an Acord 25-S (or equivalent) Certificate of Insurance form. The Certificate of Insurance and required policy endorsements (CG 20 10 or CG 20 37 or CG 20 26, CA 2048, etc.) must be submitted to and approved by Pace **prior to** contract award and **prior to** the required insurance policy expiration date. For a complete list of all insurance coverage requirements, please see *Exhibit G* of this IFB.
10. **Indemnification:** The Contractor shall indemnify, keep and save harmless Pace, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace arising out of the services or products provided under this Contract, including any copyright or

patent infringement or claim of such infringement arising from the intended use of goods or services furnished hereunder. The Contractor agrees to indemnify and hold harmless Pace, its employees and Officers, from any and all claims by persons or entities that may arise out of and in the course of its performance of this contract, and from any and all claims by its subcontractors, employees or independent contractors which may arise out of and in the course of performance of this Contract. Any and all claims for unemployment benefits and worker's compensation benefits are expressly waived by the Contractor, its subcontractors, employees, and independent contractors, who agree to maintain separate policies of insurance as hereinafter are provided in this agreement. The Contractor shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.

11. **Payment/Invoicing:** All invoices are to reference the contract number, description of goods, location of goods where provided, part numbers, quantity shipped, unit prices, and extensions. The Contractor shall provide a detailed listing, in each invoice or series of invoices, of all equipment furnished to Pace as part of this Contract. All equipment should be itemized with corresponding model and serial numbers where applicable. The itemized listing should be provided on an invoice with the shipment date and delivery location indicated. If the Contractor's invoices are billed as progressive or acceptance payments, any equipment shipped to Pace during that billing period must be itemized on an invoice with the associated cost for each item. If equipment is provided and shipped to Pace by a subcontractor, the Contractor is responsible for obtaining and submitting the itemized listing of equipment that is shipped to Pace. All payments shall be made as provided herein, less any moneys to be withheld as provided below and less any amounts for liquidated damages. The Contractor will invoice Pace at 550 W. Algonquin Road, Arlington Heights, IL 60005. Pace requires and prefers invoices to be emailed to accounts.payable@pacebus.com. Payment will be made within 30 days of receipt of an approved invoice.

The payment schedule shall be as follows:

1. Pace shall make payments for buses at ninety percent (95%) of the unit price(s) for each bus(es) itemized in the price schedule upon the delivery of each bus to which all post-delivery repairs, field corrections, retrofits and post-delivery requirements have been completed, as approved by Pace's Project Manager, including the pilot or prototype bus and within thirty (30) calendar days of receipt of a proper invoice. In the event that the vehicle does not meet all requirements for acceptance, Pace may, at its exclusive option, "conditionally accept" the vehicle and place it into revenue service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action for acceptance. For any conditionally accepted vehicle, the payment shall be reduced by an amount to be withheld, and paid upon corrective action by the Contractor, equal to twice the estimated cost for parts and labor for the corrective action.
2. Pace shall make a final payment of ten percent (5%) of the total Contract price plus any moneys withheld, within thirty (30) calendar days of receipt of a proper invoice and the following:

- a. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training
 - b. Rectification of any deficiencies found during the acceptance of vehicles
 - c. Contractor provision of any certifications as required by law and/or regulations
 - d. Completion of post-delivery audits required under the Contract.
12. **Retention of Records:** The Contractor shall maintain records to verify the actual time devoted and costs incurred. These records shall be maintained for a minimum period of five years after completion of the contract at which time the Contractor may request permission from Pace to dispose of the records. Upon fifteen (15) days notice from Pace, all time sheets, billings, and other documentation used in preparing said records shall be made available for inspection, copying, or auditing by Pace at any time during normal business hours at Pace's headquarters location.
13. **Ownership of Records:** Pace shall retain ownership of all plans, specifications, and related documents, and all other documents, including but not limited to those mentioned above, prepared by the Contractor under the Contract.
14. **Audit and Inspection of Records:** The Contractor shall permit the authorized representative of Pace, the Regional Transportation Authority, the State of Illinois, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the Contract. Contractor acknowledges and agrees that representatives of the Office of Executive Inspector General and Office of Inspector General of Pace, have the authority and ability to: examine any record, information, data, reports, plans, projections, matters, contracts, correspondence, or other materials, and interview any employee, officer, or agent of Contractor with respect to performance of the terms, and provision of goods and/or services of this contract. Contractor agrees to cooperate fully and expeditiously with any investigation or audit conducted by an Inspector General.
15. **Termination for Insufficient Funds:** It is expressly agreed that Pace's obligation to pay for the services provided under this Contract shall be limited to the availability of funds from (1) Pace's revenues and budget for the fiscal years covered by this Contract and from (2) funds that may be received from the Federal Transit Administration, the Illinois Department of Transportation, the Regional Transportation Authority, and/or other funding agencies to be specifically applied for the services provided under this Contract. In the event that Pace determines that funds are not available from these sources to pay any remaining unpaid part or parts of the Contract, Pace's obligations to pay such unpaid part or parts of the Contract shall be terminated immediately and Pace shall have no further obligations under the Contract in respect to payment, with the exception of payment for authorized services already performed and costs already accrued.
16. **Force Majeure:** Neither Party shall be held liable to the other Party nor be deemed to have breached this Contract for failure or delay in performing any obligation under this Contract if the failure or delay is caused by or results from causes beyond the control of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances and the expected duration of the delay and shall promptly undertake all reasonable steps necessary to cure the

force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Contract may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.

17. **Exhibits:** The following Exhibits are attached hereto and become a part of any award that may result. If there is any conflict in the provisions contained in these Exhibits, then the more stringent shall take precedence.

Exhibit A – Special Contract Conditions/Bid Price

Exhibit B – General Contract Conditions

Exhibit C – Project Scope

Attachment No. 1 – Contractor Profile & References

Attachment No. 2 – Transit Vehicle Manufacturer Disadvantaged Business Enterprise

Attachment No. 3 – Bidder's Service and Parts Support Data

Attachment No. 4 – Certification of Compliance with Vehicle Testing Requirement

Attachment No. 5 – Request for Change or Approved Equal

Exhibit D – Technical Specifications

Attachment No. 1 – Current Paint Scheme & Logo Placement

Exhibit E – Quality Assurance Provisions

Exhibit F – Warranty Provisions

Exhibit G – Insurance Requirements

Exhibit H – IDOT and RTA Clauses

18. **Bid Submittal Check List**: The following documents are required to be electronically submitted to be considered a responsive bid.

Bidders are further cautioned not to qualify their bids by modifying the contract documents, either by alteration or supplemental statements or documents (including but not limited to quotation forms, agreement documents, or exceptions). All bids are to be in accordance with this Invitation for Bid and become the property of Pace. Bids that are not so made may be rejected as non-responsive.

- Submit scanned bid documents to Procurement@pacebus.com. Bidders shall submit the electronic bid and all required bid document using the following naming convention: MY BID IFB No. 419986 (15-Passenger Paratransit Buses)
- Sign the Non-Collusion Affirmation (*Exhibit A, Page 10*)
- Complete and sign the Contract Signature Page (*Exhibit A, page 11*) is signed and dated
- Acknowledge any addenda on page 11 of this *Exhibit A*; submit all documents as instructed by the addenda
- Sign, date and complete the Buy America Certification (*Exhibit B, Page 20*)
- Complete and sign the Certification of Restrictions on Lobbying (*Exhibit B, Page 21*)
- Sign the Certification Regarding Suspension and Debarment (*Exhibit B, Page 22*)
- Complete the Contractor Profile information (*Exhibit C, Attachment No. 1*)
- Complete and sign the Transit Vehicle Manufacturer (TVM) Disadvantaged Business Enterprise (*Exhibit C, Attachment No. 2*)
- Complete the Bidder's Service and Parts Support Data (*Exhibit C, Attachment No. 3*)
- Complete and sign the Certificate of Compliance with Vehicle Testing Requirement (*Exhibit C, Attachment No. 4*).
- Sign the IDOT & RTA clause certification (*Exhibit H, page 6*)
- Passenger Seat Arrangement Drawings
- Documentation shall be submitted with the bid documenting that the Lift meets the following guidelines:
 - The mobility aid loading system and appurtenances as installed shall comply with all applicable legal requirements, including ADA
 - The mobility aid lift and securement shall be designed, built and tested in accordance with FTA's Guideline Specifications for Passive Lifts, Active Lifts, Wheelchair Ramps and Securement Devices

Any questions and RFAs regarding this Invitation for Bid must be submitted no later than 2:00 PM CDT on July 22, 2020. Bidders are encouraged to submit requests for pre-approved equals during the question period. Questions regarding this IFB shall be submitted in writing to Evan Roglich, Contract Buyer II, at evan.roglich@pacebus.com. Questions and RFAs submitted after this date and time will not be accepted.

The bid opening date is August 11, 2020 at 2:00 P.M. CDT. Bids must be emailed to Procurement@pacebus.com. Any bids received after this date and time will be rejected. Pace will conduct the bid opening via Teams web conference via the following link:

[Join Microsoft Teams Meeting](#)

[+1 872-212-5030](#) United States, Chicago (Toll)

Conference ID: 819 083 742#

INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
BIDDERS BID
(SUBMIT ONE (1) BID)

This is an Indefinite Delivery/Indefinite Quantity contract. The minimum quantity to be purchased under this contract will be 170. The total number of paratransit buses procured will not exceed the maximum amount of 753. The unit pricing quoted must be firm and include delivery, training, and all applicable costs.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the solicitation or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Pace law, ordinance, rule, regulation, or other standard or requirement, then the Bidder shall submit a written request for clarification to Pace.

AVAILABLE FUNDS

Funds are presently available for performance under this contract covering the minimum bus quantities specified in the contract. Pace's obligation for performance of this contract beyond these quantities is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of Pace for any payment may arise for performance under this contract beyond the minimum quantities, unless funds are made available to the Chief Procurement Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Chief Procurement Officer. Funding is normally expected to be available July – September of each calendar year.

Future grants are expected to be approved for the remaining amount of this contract beyond the minimum quantities. It is expressly agreed that Pace's obligation to pay for the vehicles provided under this Contract shall be limited to the availability of funds from (1) Pace's revenues and budget for the fiscal years covered by this Contract and from (2) funds that may be received from the Federal Transit Administration (FTA), the Illinois Department of Transportation (IDOT), the Regional Transportation Authority (RTA), and/or other funding agencies to be specifically applied for the vehicles provided under this Contract. In the event that Pace determines that funds are not available from these sources to pay for any quantities specified in the Contract, Pace's obligations to pay for such quantities not ordered under this Contract shall be terminated immediately and Pace shall have no further obligations under the Contract in respect to payment.

PRICING

1. Pricing shall include designing, manufacturing, constructing, fabricating, assembling, and delivering of fifteen-passenger paratransit buses (gasoline only). The actual quantity of buses that may be purchased in any one year may vary.
2. Pricing for year one will be fixed. No adjustments will be allowed.
3. In the event that more than one model year is required to complete this contract the following price adjustments will be permitted in years two through five of the contract:

- a. A price adjustment allowance will be permitted **for the Chassis** for the actual audit difference in the cost between the model year chassis and any subsequent model year chassis required when the contract release is issued to fulfill this contract.

- b. A price adjustment allowance will be permitted **for the entire bus and associated equipment cost minus the chassis price** based on the Producer Price Index (PPI), Category 1413 WUP, Truck and Bus Bodies (PPI 1413) for March 2020 (or most recent monthly data available at the time of the proposal due date). Cost for the **entire bus and associated equipment (minus the chassis price)** for contract years 2, 3, 4, and 5 will be based on the following formulas:
 - $[(A-B)/B] \times 100 = C$
 - $C \times D = E$
 - $D + E = F$

Where:

A = the PPI for the month a Change Order is awarded

B = the PPI Index when the contract was initially awarded

C = the percent change from the first-year fixed unit pricing

D = the first-year fixed unit pricing

E = the dollar change amount to be added/subtracted

F = the new contract pricing with PPI adjustment

All claim or right to claim any additional compensation by reason of the payment of any charges for packing, crating, delivery, F.O.B. point of destination, any state or local sales, use, and excise taxes, any other applicable federal, state, and local taxes or any costs, royalties, or fees arising from the use on, or the incorporation into, the work of patented equipment, materials, supplies, accessories, parts, tools, appliances, devices, processes, or inventions is hereby waived and released.

Fifteen (15) Passenger Paratransit Buses – Gasoline Engine

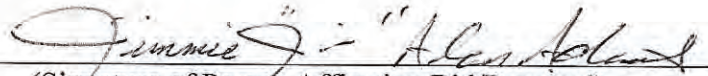
Manufacturer:	Coach & Equipment Manufacturing Corporation
Model:	Phoenix [built on E450 158W WB DRW chassis]
Bus Testing Service Life Category:	7 Years/200,000 Miles
Gasoline Engine:	7.3L Premium Engine
Year One Chassis Price:	Dealer Invoice: \$35,611.88 [Does not include Ford GPC or Mobility discounts included in bid price]

Item No.	Description	Unit Price	Estimated Quantity for 5 years	Total Cost (unit price X est. quantity)
1	Fifteen (15) Passenger Paratransit Bus	\$ 82,193.45	753	\$ 61,891,667.85
2	Event Recorder System (TS 14.0)	\$ 10,756.60	753	\$ 8,099,719.80
Grand Total (sum of Totals for items 1-2)				\$ 69,991,387.65

NON-COLLUSION AFFIRMATION

IMPORTANT: This affirmation must be signed and submitted with the bid/proposal.

The bidder or proposer submitting this bid or proposal hereby affirms that such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid/proposal is genuine and not collusive or sham, and that said bidder/proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding/proposing and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Suburban Bus Division of the Regional Transportation Authority (Pace) or any bidder/proposer or anyone else interested in the proposed Contract. The bidder/proposer further certifies that it is not barred from contracting with any State or unit of local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code (III. Rev. Stat. Chap.38,33E-1,ET.SEQ).

A handwritten signature in cursive script, appearing to read "Jimmie G. Adams". The signature is written in black ink and is positioned above a horizontal line.

(Signature of Person Affirming Bid/Proposal)

**INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
CONTRACT SIGNATURE PAGE**

Addendum Acknowledgment: The bidder hereby acknowledges receipt of the following Addenda that are incorporated herein by reference. (If there were No Addenda, write "NONE") _____. **Failure to acknowledge Addenda may be cause for the bid to be considered non-responsive.**

Addendum No. <u>1</u>	Addendum No. <u>4</u>
Addendum No. <u>2</u>	Addendum No. <u>5</u>
Addendum No. <u>3</u>	Addendum No. <u>6</u>

Electronic Signatures: This Contract may be executed through the use of electronic signatures. Electronic signatures transmitted or scanned, shall be deemed original signatures for purposes of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates recited below:

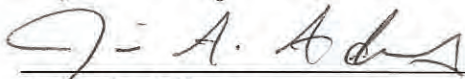
CONTRACTOR

Shepard Bros., Inc.

Company Name
Corporate: 20 Eastern Blvd.
Midwest: 942 Surrey Way

Street Address Corporate: Canandaigua, NY 14424
Midwest: Cincinnati, OH 45245

City, State & Zip Code



Authorized Signature

August 10, 2020

Date

Jimmie "Jim" Alan Adams

Printed/Typed Name

Midwest Sales Manager

Title Office: 513.752.1311
Cell: 513.464.7707
Fax: 513.752.4992

Telephone Number and Fax Number
jadams@shepardbrosinc.com or
jadams04@fuse.net

E-mail Address

**PACE, SUBURBAN BUS DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**



Signature
Rocco L. Donahue

Printed/Typed Name
Executive Director

Title

11-5-2020

Date



Rocky Donahue
Executive Director

DATE: June 12, 2020

Invitation for Bid No. 419986
Fifteen-Passenger Paratransit Gasoline Buses
Addendum No. 1

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. | shall replace **Exhibit** |, | with the enclosed **Exhibit** |, | which has been changed. The new **Exhibit** |, | is marked **ADDENDUM NO.** | and is dated |.

Addendum No. | is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for |.

Addendum No. | is being issued to provide responses to questions submitted by |. The following outlines all written questions submitted by potential | and Pace's response to these questions.

The question and answer period is extended until | at 2:00 P.M. Questions received after this date will not be accepted.

All addenda must be acknowledged on page 11 of Exhibit A. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The meeting has been changed from | to | at the following locations and times: |.

The date remains | at 2:00 P.M.

The bid opening date is extended from Wednesday, June 17, 2020 to **Tuesday, July 14, 2020** at 2:00 P.M. Bids received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority



Rocky Donahue
Executive Director

DATE: June 15, 2020

Invitation for Bid No. 419986
Fifteen-Passenger Paratransit Gasoline Buses
Addendum No. 2

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation’s addendum below:

Addendum No. 2 shall replace **Exhibit A, Special Contract Conditions/Bid Price** with the enclosed **Exhibit A, Special Contract Conditions/Bid Price**, which has been changed. The new **Exhibit A, Special Contract Conditions/Bid Price** is marked **ADDENDUM NO. 2** and is dated June 15, 2020.

Addendum No. 2 shall replace **Exhibit C, Project Scope** with the enclosed **Exhibit C, Project Scope**, which has been changed. The new **Exhibit C, Project Scope** is marked **ADDENDUM NO. 2** and is dated June 15, 2020.

Addendum No. 2 shall replace **Exhibit D, Technical Specification** with the enclosed **Exhibit D, Technical Specification**, which has been changed. The new **Exhibit D, Technical Specification** is marked **ADDENDUM NO. 2** and is dated June 15, 2020.

Addendum No. 2 shall replace **Exhibit F, Warranty Provisions** with the enclosed **Exhibit F, Warranty Provisions**, which has been changed. The new **Exhibit F, Warranty Provisions** is marked **ADDENDUM NO. 2** and is dated June 15, 2020.

Addendum No. 2 is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for _____.

Addendum No. 2 is being issued to provide responses to questions submitted by bidders. The following outlines all written questions submitted by potential bidders and Pace’s response to these questions.
See Attachment No. 1 for Pace responses to bidders’ requests/questions.

The question and answer period is extended until Wednesday, June 24, 2020 at 2:00 P.M. Questions received after this date will not be accepted. See Attachment No. 1 for the updated RFA form.

All addenda must be acknowledged on page 11 of Exhibit A. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The meeting has been changed from _____ to _____ at the following locations and times: _____.

The date remains _____ at 2:00 P.M.

The bid opening date is extended from Tuesday, July 14, 2020 to **Thursday, July 23, 2020** at 2:00 P.M. Bids received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Responses to Request for Change or Approved Equals
Addendum No. 2, June 15, 2020
2. Exhibit A, Special Contract Conditions/Bid Price
Addendum No. 2, June 15, 2020
3. Exhibit C, Project Scope
Addendum No. 2, June 15, 2020
4. Exhibit C, Attachment No. 5 - Request for Change or Approved Equal form
Addendum No. 2, June 15, 2020
5. Exhibit D, Technical Specification
Addendum No. 2, June 15, 2020
6. Exhibit F, Warranty Provisions
Addendum No. 2, June 15, 2020



Rocky Donahue
Executive Director

DATE: June 24, 2020

Invitation for Bid No. 419986
Fifteen-Passenger Paratransit Gasoline Buses
Addendum No. 3

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. 3 shall replace **Exhibit D, Technical Specifications** with the enclosed **Exhibit D, Technical Specifications**, which has been changed. The new **Exhibit D, Technical Specifications** is marked **ADDENDUM NO. 3** and is dated June 24, 2020.

Addendum No. 3 is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for Fifteen-Passenger Paratransit Gasoline Buses. **Addendum No. 3 hereby replaces Addendum No. 2, Responses to Requests for Change or Approved Equal, Request No. 1.**

Addendum No. | is being issued to provide responses to questions submitted by |. The following outlines all written questions submitted by potential | and Pace's response to these questions.

The question and answer period is extended until Wednesday, July 1, 2020 at 2:00 P.M. Questions received after this date will not be accepted.

All addenda must be acknowledged on page 11 of Exhibit A. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The meeting has been changed from | to | at the following locations and times: |.

The bid opening date remains Thursday, July 23, 2020 at 2:00 P.M.

The date is extended from | to | at 2:00 P.M. | received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Exhibit D, Technical Specification
Addendum No. 3, June 24, 2020



Rocky Donahue
Executive Director

DATE: July 15, 2020

Invitation for Bid No. 419986
Fifteen-Passenger Paratransit Gasoline Buses
Addendum No. 4

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. 4 shall replace **Exhibit D, Technical Specification** with the enclosed **Exhibit D, Technical Specification**, which has been changed. The new **Exhibit D, Technical Specification** is marked **ADDENDUM NO. 4** and is dated July 15, 2020.

Addendum No. 4 shall replace **Exhibit F, Warranty Provisions** with the enclosed **Exhibit F, Warranty Provisions**, which has been changed. The new **Exhibit F, Warranty Provisions** is marked **ADDENDUM NO. 4** and is dated July 15, 2020.

Addendum No. is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for .

Addendum No. 4 is being issued to provide responses to questions submitted by bidders. The following outlines all written questions submitted by potential bidders and Pace's response to these questions.

See Attachment No. 1 for Pace responses to bidders' requests/questions.

The question and answer period is extended until Friday, July 17, 2020 at 2:00 P.M. Questions received after this date will not be accepted.

All addenda must be acknowledged on page 11 of Exhibit A. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The meeting has been changed from to at the following locations and times: .

The date remains at 2:00 P.M.

The bid opening date is extended from Thursday, July 23, 2020 to **Tuesday, August 11, 2020** at 2:00 P.M. Bids received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,
Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Exhibit C, Attachment No. 5, Responses to Request for Change and Approved Equals
Addendum No. 4, July 15, 2020
2. Exhibit D, Technical Specification
Addendum No. 4, July 15, 2020
3. Exhibit F, Warranty Provisions
Addendum No. 4, July 15, 2020



Rocky Donahue
Executive Director

DATE: July 15, 2020

Invitation for Bid No. 419986
Fifteen-Passenger Paratransit Gasoline Buses
Addendum No. 5

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. [] shall replace **Exhibit**, [] with the enclosed **Exhibit**, [], which has been changed. The new **Exhibit**, [] is marked **ADDENDUM NO.** [] and is dated [].

Addendum No. [] is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for [].

Addendum No. [] is being issued to provide responses to questions submitted by []. The following outlines all written questions submitted by potential [] and Pace's response to these questions.

The question and answer period is extended until Wednesday, July 22, 2020 at 2:00 P.M. Questions received after this date will not be accepted.

This Addendum No. 5 shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 11 of Exhibit A. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The [] meeting has been changed from [] to [] at the following locations and times: [].

The bid opening date remains Tuesday, August 11, 2020 at 2:00 P.M.

The [] date is extended from [] to [] at 2:00 P.M. [] received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority



Rocky Donahue
Executive Director

DATE: July 29, 2020

Invitation for Bid No. 419986
Fifteen-Passenger Paratransit Gasoline Buses
Addendum No. 6

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. 6 shall replace **Exhibit A, Special Contract Conditions/Bid Price** with the enclosed **Exhibit A, Special Contract Conditions/Bid Price**, which has been changed. The new **Exhibit A, Special Contract Conditions/Bid Price** is marked **ADDENDUM NO. 6** and is dated July 29, 2020.

Addendum No. [] is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for [].

Addendum No. 6 is being issued to provide responses to questions submitted by bidders. The following outlines all written questions submitted by potential bidders and Pace's response to these questions.

See Attachment No. 1 for Pace responses to bidders' requests/questions.

The question and answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.

This Addendum No. 6 shall be acknowledged along with your solicitation package. All addenda must be acknowledged on page 11 of Exhibit A. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The [] meeting has been changed from [] to [] at the following locations and times: [].

The bid opening date remains **Tuesday, August 11, 2020** at 2:00 P.M.

The bid opening date is extended from [] to [] at 2:00 P.M. Bids received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Exhibit C, Attachment No. 5, Responses to Request for Change and Approved Equals Addendum No. 6, July 29, 2020
2. Exhibit A, Special Contract Conditions/Bid Price Addendum No. 6, July 29, 2020

PACE SUBURBAN BUS SERVICE
INSTRUCTIONS TO CONTRACTORS & GENERAL CONTRACT CONDITIONS
MATERIALS AND SUPPLIES WITH SERVICES CONTRACTS

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PACE, SUBURBAN BUS SERVICE
INSTRUCTIONS TO CONTRACTORS & GENERAL CONTRACT CONDITIONS
MATERIALS AND SUPPLIES WITH SERVICES CONTRACTS

The following instructions, terms and conditions shall apply to Pace solicitations and Contracts for materials and supplies. All Pace Contracts shall be governed by Illinois Law. All Bidders or Proposers shall be referred to as "Contractors" and all bids or offers as "Bids" or "Bid Quotations" in this section of the Contract Specifications.

SECTION A – INSTRUCTIONS TO CONTRACTORS

1. Documents: The Contractor declares he has fully examined this Invitation for Bid or Request for Proposal including all attachments, exhibits and addenda as applicable and that he is familiar with all of the conditions effecting the Contract, and understands that in making this quotation the Contractor waives all right to plead any misunderstanding regarding same. The Contractor's quotation shall comply with all federal, state and local laws, rules and regulations applicable.

Award shall be made by mailing a properly executed Contract to the successful bidder.

2. Authorities and Limitations

- 2.1 This Contract is made and shall be interpreted under the laws of the State of Illinois and the Contractor agrees and consents that only the courts of Illinois and Federal appellate courts shall have jurisdiction over controversies arising out of this Contract.
- 2.2 The articles, sections, paragraphs or other headings shown are for convenience and reference only and in no way define, limit or describe the scope or intent of this Contract or its Exhibits.
- 2.3 This Contract together with any other document expressly incorporated herein contain the entire agreement between the parties hereto and there are no prior or contemporaneous oral or written understandings or agreements binding on Pace affecting the subject matter of this Contract other than those expressly referred to therein. No agreement, other understanding or acknowledgment, invoice, or other form used by the Contractor to modify or alter the provisions of this order resulting from acceptance by the Contractor of this Contract will be binding upon Pace unless made in writing and signed by Pace's authorized representative.
- 2.4 All services/work shall be performed under the direction of the Pace Chief Procurement Officer who alone shall have the authority to bind Pace and to exercise the rights, responsibilities, authorities and functions vested within the Contract documents, except that the Chief Procurement Officer shall have the right to designate authorized representatives to act on their behalf. Wherever any provision in this Contract specifies an individual (such as, but not limited to, Engineer, Resident Engineer, Inspector, Site Manager or Architect) or organization, whether Pace or private, to perform any act on behalf of or in the interests of Pace, that individual or organization shall be deemed to be Pace Chief Procurement Officer authorized representative under this Contract but only to the extent so specified.

Pace's Chief Procurement Officer may, at any time during the performance of this Contract, vest in any such authorized representatives, additional power and authority to act on their behalf or designate additional representatives, specifying the extent of their authority to act or designate additional representatives to the extent deemed necessary.

- 2.5 The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authority to act for the Pace Chief Procurement Officer, but the Contractor assumes all the risk and consequences of performing the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.
3. Conditions of Acceptance: This Invitation for Bid or Request for Proposal expressly limits acceptance to the terms and conditions stated herein and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the Contractor are objected to and hereby rejected unless accepted by Pace prior to the time and date of bid opening. The Contractor further understands and agrees that if this bid is accepted, the Contractor is to furnish any and all of the items or services upon which prices are quoted, at the price and delivery time stated, subject to all terms, conditions, and requirements set forth in the bid and in the resulting Contract. Pace reserves the right to extend the bid quotation opening date and to reject any or all bid quotations or any part thereof. Pace further reserves the right to excuse informalities in the bid quotations and bidding when, in the judgment of Pace, the best interests of Pace will be served, and the spirit of competition will be maintained.

4. Withdrawal of Bids: Once submitted, bids may only be withdrawn with Pace's consent prior to bid opening and may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of ninety (90) days after the opening thereof by Pace.
5. Errors in Bids: The Contractor is cautioned to verify any Bids made before submission. No bid may be withdrawn or changed after it has been opened unless Pace has determined:
 - a. That an obvious mistake of a mechanical or clerical nature was actually made; not just an error in judgment, such as underestimating material or service costs.
 - b. That the "mistaken" Contractor was not guilty of culpable negligence in making the error, or in delay in communicating the fact to Pace on discovery.
6. Irregular Bids: The Contractor understands that the bid must show the unit prices for all material or services which are proposed to be furnished, and that extensions must be shown and that if not so shown, their bid may be rejected as irregular.
7. Additional Charges: The price quoted for each item is the full purchase price, including packaging and delivery charges, and includes all premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. The Contractor warrants that prices include all charges for packing, crating and transportation to F.O.B. points.
8. Contractors Record and Qualifications: The Contractor, within forty-eight hours after being requested in writing by Pace, shall furnish evidence satisfactory to Pace of the Contractor's ability and responsibility, financial and otherwise, to furnish the material or service specified in the manner and at the time prescribed and in accordance with the specifications of Pace.
9. Modifications to Contract
 - a. For Request for Proposals (RFPs), requests for any change in the Contract proposal documents must be submitted as Contract exceptions along with the technical and price proposals on the RFP due date.
 - b. Request for any change in the Contract after award shall be submitted in writing to Chief Procurement Officer for prior approval. Oral change orders are not permitted. No change in the Contract shall be made except in writing signed by the Chief Procurement Officer or a designated representative. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by Pace.
10. Cash Discounts: The Contractor offering the lowest bid shall be determined by comparing the gross individual unit prices, or the gross bid total, as applicable. Cash (early payment) discounts are not taken into consideration when selecting the lowest bid.
11. Performance: It is understood and agreed that time of performance is of the essence of this Contract. If the Contractor is delayed in the performance of the services purchased under the Contract by a cause beyond his control, he must immediately upon receiving knowledge of such delay, give written notice to Pace and request an extension of time for completion of the Contract. Pace shall examine the request and determine if the Contractor is entitled to an extension. Pace shall notify the Contractor of the decision in writing.

SECTION B – GENERAL TERMS AND CONDITIONS

1. Delivery: It is understood and agreed that time of delivery is of the essence of this Contract. If the Contractor is delayed in the delivery of goods or services purchased under the Contract by a cause beyond his control, he must immediately upon receiving knowledge of such delay, give written notice to Pace and request an extension of time for completion of the Contract. Pace shall examine the request and determine if the Contractor is entitled to an extension. Pace shall notify the Contractor of the decision in writing.
2. Entire Agreement: This Contract contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on Pace unless in writing signed by the Chief Procurement Officer or the duly authorized representative. No modification or waiver shall be deemed effected by the Contractor's acknowledgment or confirmation containing other or different terms. All titles to clauses contained in this Contract are for identification only and shall not be construed as being a substantive part of the agreement. The Section headings contained in this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

3. **Indemnification:** The Contractor shall indemnify, keep and save harmless Pace, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace arising out of the services or products provided under this Contract, including any copyright or patent infringement or claim of such infringement arising from the intended use of goods or services furnished hereunder. The Contractor agrees to indemnify and hold harmless Pace, its employees and Officers, from any and all claims by persons or entities that may arise out of and in the course of its performance of this Contract, and from any and all claims by its subcontractors, employees or independent contractors which may arise out of and in the course of performance of this Contract. Any and all claims for unemployment benefits and worker's compensation benefits are expressly waived by the Contractor, its subcontractors, employees, and independent contractors, who agree to maintain separate policies of insurance as hereinafter are provided in this agreement. The Contractor shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.
4. **Assignments:** The Contractor agrees that neither this Contract nor any part of it or any of the monies due from this Contract may be assigned without the prior written consent of Pace. Any successor or assign under this Contract will be required to accede to all of the terms, conditions and requirements of this Contract as a condition precedent to such succession or assignment. Assignment of any portion of the work by subcontract must be approved in advance by Pace, in writing. Pace reserves the right to assign all or part of the specified deliverables in this Contract as originally advertised, competed, evaluated, and awarded including base and option quantities.
5. **Waiver:** Pace's failure to promptly enforce any of the conditions of this Contract shall not constitute a waiver of any of Pace's other rights.
6. **Termination:** Pace may terminate this Contract at any time hereafter, with or without cause, by giving written notice to the Contractor at the address specified above. Termination shall be effective upon receipt of such notice by the Contractor. If Pace terminates this Contract other than for breach thereof by the Contractor, Pace agrees to pay the Contractor, and the Contractor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation. In the event of breach or violation by the Contractor of any provision of the Contract, Pace may allow the Contractor a reasonable opportunity to cure the breach prior to termination under this provision. Upon termination of this Contract for breach by the Contractor, the Contractor assumes liability for all excess costs incurred by Pace to complete the Scope of Services specified in the Contract.
7. **Price Warranty:** The Contractor warrants that the unit price(s) charged herein do not exceed the unit prices charged by the Contractor to any other customers in substantially similar transactions. The Contractor agrees to make any price rebate which this warranty may require.
8. **Payment:** Payments will be made in accordance with the terms in the Contract, or the Contractor's invoice, whichever are more favorable to Pace. The payment date shall be calculated from the receipt of invoice or final acceptance of the goods or services, whichever is later in accordance with the Local Government Prompt Payment Act. Under the Act, Pace will pay the Contractor within thirty (30) days of its approval of the Contractor's invoice. The Contractor agrees that it shall pay all subcontractors who have completed satisfactory work under the subcontract no later than thirty (30) days from receipt of payment by Pace. The Contractor further agrees to return any retainage payments withheld from subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. This requirement is also applicable to all sub-tier subcontractors and suppliers, and shall be made a part of all subcontracts and agreements. Pace is exempt from local, state, and federal taxes.
9. **Processing Data Between Years and Centuries:** Hardware, software and firmware delivered under this Contract shall be able to accurately process data between years and centuries.
10. **Regulatory Compliance:** All goods and services furnished hereunder by the Contractor shall comply with all Federal, State and local laws, rules and regulations as applicable, including, but not limited to:
 - a. Surface Transportation Assistance Act of 1982, Section 165a of Public Law 100-17 (Buy America).
 - b. The Occupational Safety and Health Act of 1970, and the Illinois Toxic Substance Act, with respect to the design, construction or use for their intended purpose of said goods or services and the labeling of all goods and containers for the protection and safety of persons and property.
11. **Equal Employment Opportunity:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, national origin,

ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If the Contractor is required to file an Affirmative Action Plan with any federal, state or local agency, the Contractor assures Pace that it is in full compliance with such filing requirements.

The Contractor agrees to comply with all provisions of the "Illinois Human Rights Act", 775 ILCS Title 5, as now or hereafter amended and with all rules, regulations, and guidelines on discrimination in employment as now or hereafter promulgated thereunder. All such provisions, rules, resolutions and guidelines, including but not limited to; Article VI "Equal Opportunity Clause" of the Rules and Regulations of the Department of Human Rights are hereby incorporated into the Contract by reference.

13. Disclosures: The Contractor shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of Pace, unless expressly authorized in writing by Pace. Upon Pace's request, such data, designs or other information and any copies thereof shall be returned to Pace. Where Pace's data, designs or other information are furnished to the Contractor's suppliers for procurement of supplies by the Contractor for use in the performance of Pace Contracts, the Contractor shall insert the substance of this provision in its Contract.
14. Conflict of Interest: Members of the Board, officers and employees of Pace, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any Contract or any direct pecuniary interest in any Contract which will be wholly or partially performed by the payment of funds or the transfer of property of Pace in accordance with Section 4.03 of the Pace Regulations Governing Public Bidding (Ordinance SBD 19-59).
15. Conflict In Provisions: In the event of a conflict between any of the terms and conditions contained in the base Contract and its referenced exhibits, the base Contract provisions shall apply unless otherwise provided for.
16. Trade Names: In cases where an item is identified in these Contract documents by a manufacturer's name, trade name, catalog number or reference, it is understood that the Contractor shall furnish the item so identified or shall furnish an "equal" unless specified elsewhere in the bid documents. The specific article, equipment or material mentioned shall be understood as establishing the type, function and minimum standard of design, efficiency, quality and performance desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable design, efficiency, quality and performance. Bid quotations on other makes or catalog numbers will be considered for current or future purchases provided the Contractor clearly states that an "equal" is proposed and he furnishes sufficient information with his bid to determine compliance.
17. Warranties: The following warranty will apply unless otherwise provided for in the Contract documents. The Contractor warrants that articles or work products delivered hereunder shall be free from defects of material and workmanship and that all products furnished will conform to samples, specifications and/or drawings submitted as may be applicable, and are fit for the purpose for which purchased. The warranty period shall be for one (1) year from the date of delivery or date of final acceptance whichever is later. Pace may return any nonconforming or defective items or work products to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance of items or work products by Pace or payment therefore, shall not relieve the Contractor of his responsibilities hereunder.
18. Approximate Quantities and Line Items: Pace may accept and make award based on less than all of the items or for less than all of the units indicated under any given item, unless the bidder qualifies the bid by specific limitations or unless otherwise provided for in the solicitation. Bids may be submitted for quantities less than those specified. Pace reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid. Where approximate quantities are stated, the unit prices quoted in the bid will apply regardless of whether the actual quantities are greater or lesser than the assumed quantities, the stated total notwithstanding.
19. Retention of Records: Unless otherwise specified elsewhere in the Contract, the Contractor shall maintain all records produced under the Contract, including records to support actual time and costs incurred, for a minimum period of five (5) years after completion of the Contract. All records maintained under the Contract shall be subject to inspection and audit by Pace and/or its designated agent upon reasonable notice to the Contractor.
20. Bid Protest Procedures

SECTION I

- A. Pace will hear and consider a bona fide bid protest regarding its procurement actions in accordance with the following procedures. Due to the significantly reduced role of FTA in bid protests, as described in Section II, it is anticipated that the majority of all protests will be evaluated and finally decided by Pace. Accordingly, Pace intends to provide a thorough review of all bona fide bid protests. Pace's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with Pace. In its consideration of a bid protest, Pace reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

B. Definitions

For purposes of this section

- 1. The term "days" refers to working days of Pace
- 2. The term "interested party" means any person (a) who is an actual bidder/proposer or prospective bidder/proposer in the procurement involved, and (b) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract

C. Submission of Protests

Any interested party may file a bid protest with Pace on the basis that Pace has failed to comply with applicable Federal or State law or with Pace's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D of this section, and must include:

- 1. The name and address of the protestor
- 2. The number of the Contract solicitation
- 3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated; this statement should be accompanied by any supporting documentation the protesting party desires Pace to consider in making its decision

Protests should be submitted to: Chief Procurement Officer
 Pace
 550 W. Algonquin Road
 Arlington Heights, IL 60005

D. Types of Protests and Timing

The requirement for timely filing of a bid protest with Pace will depend upon the type of protests involved. Pace will consider the following three types of protests by interested parties.

1. Protests regarding solicitation

Any bid protest regarding the solicitation by Pace must be filed no later than **five (5) days** before the opening of bids/closing date of the Request for Proposal. Any protest filed after that date which raises issues regarding the solicitation will not be considered by Pace.

This type of protest would include any claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, or any claim that the solicitation documents or the solicitation process violated applicable Federal or State law, or that Pace failed to follow its Procurement Regulations in the solicitation of bids/proposals.

2. Protests regarding bid evaluation (Invitation for Bids)

Any bid protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the public opening of bids. Any protest filed after such date which raises issues regarding the IFB evaluation will not be considered by Pace.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated Federal or State law or Pace's Procurement Regulations.

3. Protests regarding proposal evaluation (Request for Proposals)

The Request for Proposal (RFP) evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the Contract is made. Therefore, any protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, must be filed with Pace no later than 15 days after the date of Contract award. Any protest filed after such date which raises issues regarding the RFP evaluation will not be considered.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a proposal or the responsibility of a proposer, or any claim that the evaluation of proposals violated Federal or State law or Pace's Procurement Regulations.

4. Protests Regarding Award of Contract

Any protest regarding the award of the Contract must be filed no later than **fifteen (15) days** after the date of award. Any protest regarding the award of the Contract filed after that date will not be considered by Pace.

This type of protest will only be entertained by Pace if the protestor is able to demonstrate that the party awarded the Contract fraudulently represented itself as a responsible bidder or that Pace violated Federal or State law or its Procurement Regulations in the award of the Contract.

E. Pace Response

1. Types of Protests

Pace will notify the protestor upon timely receipt of a bid protest and may, where appropriate, request additional information from the protestor. Pace may, in its discretion, meet with the protestor to review the matters raised by the protest. Pace's consideration of the particular types of protests will, except as otherwise provided in Paragraph 2 of this subsection, be in accordance with the following provisions:

a. Protests regarding solicitation

Upon receipt of a timely filed protest regarding the solicitation, Pace will postpone the opening of bids until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, Pace will, in evaluating the protest, consider both the specific need of Pace for the feature or item challenged and whether competition is negatively impacted by including the specification regarding that feature or item. If Pace determines that such feature or item was included in the specification in order to meet justified and valid transit needs of Pace, and was not unduly restrictive of competition or designed to exclude a particular competitor, then Pace will have grounds to deny the protest.

b. Protest regarding bid evaluation (Invitation for Bids)

Upon receipt of a timely filed protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, Pace will suspend its evaluation, or award, of any or all bids submitted until resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

c. Protest regarding proposal evaluation (Request for Proposals)

Upon receipt of a timely filed protest regarding the evaluation of proposals, submitted in response to an Request for Proposal (RFP) issued by Pace, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a proposal or the responsibility of a proposer or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

d. Protests after award

Upon receipt of a timely filed protest regarding the award of a Contract, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established a **Prima facie** case that the Contract was awarded fraudulently or in violation of Federal or State law or Pace's Procurement Regulations.

2. Decisions by Pace

As indicated above, in most instances Pace will suspend the procurement process upon receipt of a bona fide bid protest. However, Pace reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the Contract in the following cases:

- a. where the item to be procured is urgently required
- b. where Pace determines that the protest was vexatious or frivolous
- c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly

After review of a bid protest submitted under this section, Pace will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with the protestor, and Pace's own investigation. If the protest is upheld, Pace will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of bids/proposals, revised evaluation of bids/proposals or Pace determinations, or termination of the Contract. If the protest is denied, Pace will lift any suspension imposed and proceed with the procurement process or the Contract, as the case may be.

The availability of review of bid protests by FTA is described in Section II. As noted in that section, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

SECTION II – FTA BID PROTEST PROCEDURE

Under Circular 4220.1F, FTA has substantially limited its review of bid protests recognizing that most protest issues are best resolved at the State or Local level. FTA will now only accept protests alleging that: Pace failed to have written protest procedures; or, Pace violated their own protest procedures.

If a protest is brought before FTA on either of these allegations, the only remedy recognized by FTA under Circular 4220.1F is to require Pace to follow its own protest procedures. FTA does not have the right to change Pace's substantive decision by substituting FTA's judgment for that of Pace.

Any protest to FTA must be filed in accordance with the requirements contained in FTA Circular 4220.1F and may only be made by an "interested party" which FTA has defined as "an actual or prospective bidder or offerer whose direct economic interest would be affected by the award of the Contract or by failure to award the Contract."

No protest may be filed with FTA later than five days after a final decision under Pace's procedure. As used in the preceding sentence, "filed" refers to the date of receipt by FTA and "days" refers to working days of the Federal Government.

Any alleged violation of a specified Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the applicable Federal regulations instead of the requirements of FTA Circular 4220.1F. For example, see the Buy America Requirements, 40 C.F.R. Part 661 (Section 661.15); Participation of Minority Business Enterprises in Department of Transportation Program, 49 C.F.R. Section 26.107.

21. Illinois Freedom of Information Act (FOIA)

As a government agency, Pace is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, the contents of this Request for Proposals (RFP) or Invitation for Bids (IFB) and the Contractor's proposal or bid submitted in response to this RFP or IFB are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm (refer to Section 4002 of the Technology Advancement and

Development Act and to Section 7 of the Illinois Freedom of Information Act). If any such proprietary, privileged, or confidential information or data is included in the Contractor's proposal or bid, each page that contains this information or data should be marked as such (e.g., "Proprietary and Competition Sensitive") in order to indicate your claim to an exemption provided in the Illinois FOIA.

It is Pace's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

22. Dispute Resolution:

- a. Governing Law - This contract will be governed by and construed in accordance with the laws of the State of Illinois.
- b. Notice of Dispute and Negotiation - Either party may initiate a dispute by sending notice of a dispute to the other party. Once initiated, the parties shall attempt to promptly resolve the dispute through good faith negotiations.
- c. Performance During Dispute - Unless otherwise directed by Pace's authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.
- d. Litigation, Venue and Jurisdiction - If the dispute is not resolved within fourteen (14) days after receipt of a notice of dispute, either party may then submit the dispute to an Illinois court of competent jurisdiction. The parties agree to submit to the exclusive jurisdiction of the Illinois courts over any claim or matter arising under or in connection with this contract.

SECTION C – FTA/IDOT/RTA REQUIREMENTS

U.S. DEPARTMENT OF TRANSPORTATION (DOT)
FEDERAL TRANSIT ADMINISTRATION (FTA)
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)
AND THE REGIONAL TRANSPORTATION AUTHORITY (RTA)

The following terms and conditions are incorporated herein by reference and made a part of any Contract(s) issued as a result of a Pace Request for Quotation, Invitation for Bid or Request for Proposal.

FTA Requirements

1. **Fly America Requirements:** The Fly America requirements apply to all Contracts greater than \$3,000 which include the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S. The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. **Surface Transportation Assistance Act/Buy America:** The Buy America requirements apply to the following types of Contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee’s (Pace’s) Contracts, subcontracts under that amount are subject to Buy America.
 - A. Pursuant to Section 165.a and 165.b of the Surface Transportation Assistance Act of 1982, the Contractor acknowledges that federal funds shall not be appropriated or utilized for any Contract awarded pursuant to this bid unless steel, cement and manufactured products used in such projects are produced in the United States; provided however, that the foregoing provision shall not apply where the Secretary of Transportation has made one of the following determinations:
 - (1) That the application of the foregoing provision would be inconsistent with the public interest
 - (2) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality
 - (3) In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment), that (a) the cost of components which are produced in the United States is more than 70% of the vehicle or equipment described in this paragraph, and (b) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States
 - (4) That inclusion of domestic material will increase the cost of the overall project Contract by more than 25%

 - B. For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.

 - C. Likewise, the Contractor agrees as a condition of responsiveness to and in order to induce the acceptance of this Bid Proposal, that it will submit with its Bid Proposal, a completed Buy America Certification as set forth herein.

3. **Charter Service Operations:** The Charter Bus requirements apply to the following type of Contract: Operational Service Contracts greater than \$3,000. The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. **School Bus Operations**: The School Bus requirements apply to the following type of Contract: Operational Service Contracts greater than \$3,000. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. **Cargo Preference – Use of United States Flag Vessels**: The Cargo Preference requirements apply to all Contracts greater than \$3,000 which involving equipment, materials, or commodities which may be transported by ocean vessels. The Contractor agrees:
 - A. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

 - B. To furnish within 20 days following the date of loading, for shipment originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to Pace (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

 - C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

6. **Seismic Safety**: The Seismic Safety requirements apply only to Contracts for the construction of new buildings or additions to existing buildings which are greater than \$3,000.00. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7. **Energy Conservation Requirements**: The Energy Conservation requirements are applicable to all Contracts which are greater than \$3,000. 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.

8. **Clean Water Requirements**: The Clean Water requirements apply to each Contract and subcontract which exceeds \$100,000. (1) 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 Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) 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.

9. **Byrd Anti Lobbying Amendment**: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration.

10. **Audit:** Applicable to all Contracts greater than \$3,000. The Contractor shall permit the authorized representatives of Pace, IDOT, FTA, RTA and the Comptroller General of the United States to inspect and audit all work, materials, data and records of the Contractor relating to performance under the Contract.
11. **Federal Changes:** The Federal Changes requirement applies to all Contracts greater than \$3,000. 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 FTA Master Agreement (available from the FTA website) between Pace and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.
12. **Clean Air Requirements:** The Clean Air requirements apply to all Contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Clean Air requirements flow down to all subcontracts which exceed \$100,000. (1) The Contractor agrees to comply with all applicable standards, order 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 Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) 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.
13. **Recovered Materials:** 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.
14. **Davis-Bacon and Copeland Anti-Kickback Acts:** The Davis-Bacon and Related Acts apply to Contractors and subcontractors performing on federally funded or assisted Contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

(1) Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties

and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(2) **Withholding** – The Suburban Bus Division of the Regional Transportation Authority (Pace) 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 the Contractor under this Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Suburban Bus Division of the Regional Transportation Authority (Pace) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Suburban Bus Division of the Regional Transportation Authority (Pace) for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - (5) **Compliance with Copeland Act requirements** – The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
 - (6) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR 5.5.
 - (7) **Contract termination: debarment** - A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) **Compliance with Davis-Bacon and Related Act requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
 - (9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 - (10) **Certification of eligibility** –
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001
15. **Contract Work Hours and Safety Standards:** This Act applies to construction Contracts greater than \$100,000 and, in very limited circumstances, non-construction projects greater than \$100,000.00 that employ laborers or mechanics on public work.
- (1) **Overtime requirements** – No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 (1) 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 (1) of this section.
 - (3) **Withholding for unpaid wages and liquidated damages** – Pace 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 (2) of this section.
 - (4) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) 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 (1) through (4) of this section.

16. **No Obligation by the Federal Government:** Applicable to all Contracts greater than \$3,000. (1) Pace and the 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 the Pace, the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. (2) 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.
17. **Program Fraud and False or Fraudulent Statements or Related Acts:** These requirements are applicable to all Contracts greater than \$3,000.
- (1) 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 C.F.R. 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.
 - (2) 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.
 - (3) 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.
18. **Ineligible Contractors and Subcontractors:** Applicable to all Contracts of any value. Any name appearing upon the Comptroller General of the United States' list of ineligible Contractors for federally financed and assisted projects shall not be eligible to act as a subcontractor for the Contractor pursuant to this Contract. In the event the Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted projects, this Contract may be canceled, terminated or suspended by Pace.
19. **Contracts Involving Federal Privacy Act Requirements:** When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all Contracts greater than \$3,000. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
20. **Civil Rights:** Applicable to all Contracts greater than \$3,000. The Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:
- 1) **Construction Contracts** – For any Contract for construction, the Contractor shall comply with the equal opportunity requirements of 41 CFR, Subsection 60-1.4(b)(1) and Subsection 60-1.4(c); the provisions of Executive Order 11246 Subsection 202 and as set forth in the most current FTA Master Agreement available from the FTA website. The Contractor shall include a citation to said requirements in all subcontracts.

- 2) **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.
- 3) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying Contract:
- (a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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.
- (b) **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, 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.
- (c) **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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
21. **Patent Rights**: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on Contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. This Agreement shall be subject to the FTA's policy on any invention, improvement, or discovery conceived or first actually reduced to practice in conjunction with planning, research development or demonstration projects as stated in the most current FTA Master Agreement available from the FTA website.
22. **Copyright and Rights in Data**: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on Contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. This Agreement shall be subject to the FTA's policy on copyrights and rights in data with respect to reports and other technical materials developed with in conjunction with planning, research development or demonstration projects. That policy as set forth in the most current FTA Master Agreement available from the FTA website permits the author or grantee to copyright the work but FTA reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.
23. **Transit Employee Protective Provisions**: The Transit Employee Protective Provisions apply to each Contract greater than \$3,000 for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.
- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
- (a) **General Transit Employee Protective Requirements** – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed

under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying Contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.
- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas – If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

- 24. **Drug and Alcohol Testing:** This provision applies to all Operational Service Contracts greater than \$3,000. The Contractor agrees to participate in Pace's drug and alcohol program established in compliance with 49 CFR 655 which if applicable shall be attached as a separate exhibit to this Contract.
- 25. **Incorporation of Federal Transit Administration (FTA) Terms:** The incorporation of FTA terms applies to all Contracts greater than \$3,000. 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 4220.1F or most recent version 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 Suburban Bus Division of the Regional Transportation Authority (Pace) requests which would cause the Suburban Bus Division of the Regional Transportation Authority (Pace) to be in violation of the FTA terms and conditions.
- 26. **Veterans Employment:** Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

IDOT/RTA/State Requirements

- 27. **Illinois Prevailing Wage Act (820 ILCS 130):** It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as stated in the Illinois Prevailing Wage Act (820 ILCS 130), by any public body and to anyone under Contract for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Public works is defined as all fixed construction work performed by or on behalf of any public body, paid in whole or in part with public funds.

Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacturer or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction or demolition.

28. **Bid Evaluation Requirements:** In the event a single bid is received, it may be necessary for Pace to conduct a price and or cost analysis of the bid price with the Contractor's full cooperation. The Contractor shall provide all documents requested by Pace to perform the analysis.
29. **The Americans with Disabilities Act:** Applicable to all Contracts greater than \$3,000. The Contractor agrees to comply with, and assure that any subcontractor complies with all applicable requirements of 42 USC 12101 et seq.
30. **Use of Metric Units of Measure and English Language:** All Contract documents, conferences, letters, technical information and drawings provided by the Contractor shall be conducted or offered solely in the English language and using both the U.S. customary system of weights and measures and the Metric units system of weights and measures.
31. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
32. **Financial Assistance Contract:** This Contract is subject to the provisions of the financial assistance Contracts between Pace and other sponsoring agencies which are identified in the Invitation for Bids as FTA, IDOT, and RTA.
33. **State of Illinois Ineligible Contractors and Subcontractors:** The Contractor shall certify that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code (Ill. Rev. Stat. Chap.38,33E-1,ET.SEQ.)

BUY AMERICA

Certification Requirement for Procurement of Buses, Other Rolling Stock and Associated Equipment

Contractor: This Certification is required to be completed and returned with the solicitation if the offer **EXCEEDS \$150,000** and federal funds are to be utilized. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as **non-responsive**. The Buy America requirements flow down to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.


Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR Part 661.11.

Date:

May 11, 2020

Signature:



Company Name:

Shepard Bros., Inc. / Coach & Equipment MFG CORP

Title:

Midwest Sales Manager

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), and 49 CFR 661.11, but it may qualify for an exception pursuant to 49 U.S.C.5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date:

Signature:

Company Name:

Title:

CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is required to be completed and returned with the solicitation if the offer **EXCEEDS \$100,000**. Failure to return this Certification with the solicitation may result in a determination that the offer is non-responsive or unacceptable. The undersigned certifies, to the best of his or her knowledge or belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Executed this 11 day of May, 2020

By: 
(Signature of authorized official)

Jimmie "Jim" Alan Adams

(printed/typed name)

Midwest Sales Manager

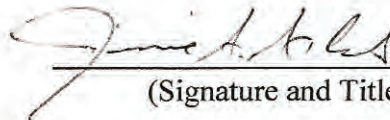
(Title of authorized official)

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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 the Suburban Bus Division of the Regional Transportation Authority (Pace). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Suburban Bus Division of the Regional Transportation Authority (Pace), 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.



Midwest Sales Manager

(Signature and Title of Authorized Official)

**INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
PROJECT SCOPE**

1.0 CONTRACTOR REQUIREMENTS

To be considered responsible the Bidder shall at a minimum:

1. Have sufficient personnel within the engineering, management and service departments with requisite disciplines, licenses, skills, experience, and equipment to complete the contract as required and satisfy any engineering or service problems that may arise during the warranty period.
2. Have adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.
3. Have a spare parts procurement and distribution operation sufficient to support equipment maintenance without delays and a service department with skills, experience, and equipment sufficient to perform all warranty and on-site work.
4. Meet the Quality Assurance requirements listed in *Exhibit E, Quality Assurance Provisions*.
5. Have performed in a satisfactory manner on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Bidder took to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by Bidder's References on *Exhibit C, Attachment No. 1*.
6. Not be listed on the Excluded Parties List System (EPLS) or the State of Illinois Suspended-Debarred Vendor list.
7. Provide documentation with the bid documenting that the Lift meets the following guidelines:
 - The mobility aid loading system and appurtenances as installed shall comply with all applicable legal requirements, including ADA;
 - The mobility aid lift and securement shall be designed, built and tested in accordance with FTA's Guideline Specifications for Passive Lifts, Active Lifts, Wheelchair Ramps and Securement Devices

Pace shall have the right to conduct a pre-award survey of each Bidder.

2.0 CONTRACT CHANGES

a. CONTRACTOR CHANGES

In accordance with Exhibit B, Section A, Modifications to Contract, Section 9, page 2, any proposed change in this Contract shall be submitted in writing to Pace for its prior approval. Oral change orders are not permitted. No change in this Contract shall be

made unless approved in writing by the Chief Procurement Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the Contract and signed by Pace.

b. CHANGE ORDER PROCEDURE

As soon as reasonably possible but no later than 30 (thirty) calendar days after receipt of the written change order request to modify the Contract, the Contractor shall submit to Pace a detailed price and schedule proposal for the work to be performed. This bid shall be accepted or modified by negotiations between the Contractor and Pace. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

c. SPECIFICATION AND OFFER OMISSIONS

Notwithstanding the provision of drawings, technical specifications, or other data by Pace, the Contractor shall have the responsibility of supplying all parts and details required to make the vehicle complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Fare collection equipment, communication equipment, and other items that are installed by Pace shall not be the responsibility of the Contractor unless they are included in this Contract.

3.0 DISPUTES

a. STATEMENT OF AUTHORITY

The Project Manager shall, on behalf of Pace, determine the amount, quality, the suitability of equipment, materials, supplies, accessories, and parts, acceptability, and fitness of the Work to be paid for under this Contract. The Chief Procurement Officer shall determine all disputes in relation to the true construction, meaning, and intent of this Contract; and determine all disputes in relation to the execution of the Work and the fulfillment of this Contract.

The Project Manager shall have the power, on behalf of Pace, to reject or condemn all Work that is defective, flawed, unsuitable, or nonconforming to the terms of this Contract.

The Project Manager's determination in all matters shall be a condition precedent to an appeal by the Contractor to the Chief Procurement Officer, to the right of the Contractor to receive, demand, or claim any money or other compensation under this Contract, and to any liability on the part of Pace to the Contractor on account of this Contract.

b. NOTICE OF DISPUTES AND OBJECTIONS

If the Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Pace or the Project Manager, the Contractor may notify the Chief Procurement Officer in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which the Contractor claims it will be entitled as a result thereof; provided, however, that the Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Pace or the Project Manager, without regard to such dispute or objection. Unless the

Contractor so notifies the Chief Procurement Officer within seven days, or such longer period as may be prescribed elsewhere in this Contract, following receipt of such requirement, direction, instruction, interpretation, determination, or decision, the Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

c. DISPUTE RESOLUTION

To avoid and settle without litigation any such dispute or objection, Pace and the Contractor agree to engage in good faith negotiations. Within three days following the Project Manager's receipt of the Contractor's written notice of dispute or objection, a conference between the Project Manager, the Chief Procurement Officer and the Contractor shall be held to resolve the dispute. Within three days following the end of the conference, the Chief Procurement Officer shall render its final decision, in writing, to the Contractor.

4.0 COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered personally; or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of Pace and of the Contractor designated to receive such communications. Telephone calls or "E-mail" may be used to expedite communications but shall not be official communication unless confirmed in writing.

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

5.0 DELIVERY AND TITLE

a. VEHICLE DELIVERY PROCEDURE

Delivery of vehicles shall be determined by signed receipt of Pace's designated agent(s) at the following point of delivery and may be preceded by a cursory inspection of the vehicle.

Pace South Holland Acceptance Facility
405 Taft Drive
South Holland, IL 60473-2015

DELIVERY REQUIREMENTS

1. The Contractor shall be required to obtain, provide and install State of Illinois Municipal license plates at time of delivery to Pace.
2. Prior to delivery, each bus shall undergo a complete cleaning; the cleaning shall be to Showroom standards. When weather conditions dictate, each bus shall be washed at the time of delivery by the delivery service. The bus shall be clean at time of delivery to Pace. ALL fluids shall be completely full at time of delivery to Pace.
3. The Contractor shall provide three (3) sets of the Cutaway Chassis Manufacturers, lift doors and compartment keys with each bus at delivery.

4. Delivery drivers shall be required to supply a copy of their log for each delivery to Pace and required to obtain their own return transportation once the bus is delivered to Pace.

b. PRE-DELIVERY TESTS AND INSPECTIONS

The pre-delivery tests and inspections shall be performed at the Contractor's plant; they shall be performed in accordance with the procedures defined in Exhibit E, Quality Assurance Provisions, and they may be witnessed by the resident inspector or his representative. When the vehicle passes these tests and inspections, the resident inspector shall authorize release of the vehicle.

c. ASSUMPTION OF RISK OF LOSS

Pace shall assume risk of loss of the vehicle on delivery, as defined in "Vehicle Delivery Procedure" above, if delivered by common carrier or drive away, or on release to Pace's drivers at the Contractor's plant. Prior to this delivery or release, the Contractor shall have risk of loss of the vehicle, including any damages sustained during the common carrier or drive-away operation regardless of the status of title or any payments related to the vehicle. Drivers shall keep a maintenance log en route and it shall be delivered to Pace with the vehicle.

d. ACCEPTANCE OF VEHICLE

Within 5 (five) calendar days after arrival at the designated point of delivery, the bus shall undergo Pace tests defined in Exhibit E: Quality Assurance Provisions. If the vehicle passes these tests or if Pace does not notify the Contractor of non-acceptance within 5 (five) calendar days after delivery, acceptance of the vehicle by Pace occurs on the fifth day after delivery. Acceptance may occur earlier if Pace notifies the Contractor of early acceptance or places the vehicle in revenue service. If the vehicle fails these tests, it shall not be accepted until the repair procedures defined in "Repairs after Non-Acceptance" (below) have been carried out and the vehicle retested until it passes.

6.0 REPAIRS AFTER NON-ACCEPTANCE

The Contractor, or its designated representative, shall perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within 5 (five) days, then the work may be done by Pace's personnel with reimbursement by the Contractor.

a. REPAIRS BY CONTRACTOR

After non-acceptance of the vehicle, the Contractor must begin work within 5 (five) working days after receiving notification from Pace of failure of acceptance tests. Pace shall make the vehicle available to complete repairs in a timely manner with the Contractor's repair schedule.

The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At Pace's option, the Contractor may be required to remove the vehicle from Pace's property while repairs are being affected. If the vehicle is removed from Pace's property, repair procedures must be diligently pursued by the Contractor's representatives, and the Contractor shall assume risk of loss while the vehicle is under its control.

b. REPAIRS BY PACE

1. Parts Used. If Pace performs the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or as mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by Pace to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.
2. Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by Pace after non-acceptance of the vehicle, these parts shall be shipped prepaid to Pace from any source selected by the Contractor within 5 (5) working days after receipt of the request for said parts.
3. Return of Defective Components. The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total costs for this action shall be paid by the Contractor.
4. Reimbursement for Labor. Pace shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by \$97.62 per hour.
5. Reimbursement for Parts. Pace shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable, shipping charges, and 15 percent handling costs.

7.0 UNAVOIDABLE DELAYS

a. CONTRACTOR'S DELAY

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of Pace or by a Contractor's delay caused by the conditions set forth below, then the time for completion and/or affected delivery date(s) shall be extended by Pace subject to the following conditions:

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
2. The Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The Contractor makes written request and provides other information to Pace as described in "Notification of Contractor Delay" below.

A delay meeting all the conditions of this section shall be deemed an excusable delay. Any concurrent delay which does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

Pace reserves the right to rescind or shorten any extension previously granted, if subsequently Pace determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, Pace will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

b. NOTIFICATION OF CONTRACTOR DELAY

Notwithstanding section 11.0, "Unavoidable Delays", no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with Pace within 14 (fourteen) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with Pace within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. Pace shall make its determination within thirty (30) calendar days after receipt of the application.

8.0 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in section 6.0, "Delivery Schedule", except for any excusable delays as provided in section 11.0, "Unavoidable Delays", or any extension thereof, Pace will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due Pace shall be fixed at \$50.00 per calendar day per vehicle not delivered.

The Contractor hereby agrees to pay the afore-stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to Pace and further authorizes Pace to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient, or no monies are due the Contractor, the Contractor shall pay Pace the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Chief Procurement Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by Pace arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

Pace specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with Exhibit B, Section B, 6. Termination.

9.0 TITLE

~~Adequate documents for registering the vehicle in Illinois shall be provided to Pace upon delivery of the vehicle by common carrier or drive away.~~ Upon acceptance of each vehicle, the Contractor warrants that the title shall pass to Pace free and clear of all encumbrances.

10.0 SERVICE AND PARTS

TRAINING

The Contractor shall have a minimum of one qualified instructor who shall provide the training listed below as requested by Pace and based on a mutually agreed schedule. The instructor shall be available at Pace facilities between the hours of 8 am and 4 pm. The instructor shall conduct classes and advise Pace personnel on the proper operation and maintenance of the equipment as manufactured for Pace.

The contractor shall supply training for each year of the contract based on the following.

1. Operator Training – 40 hours per contract year
2. Basic bus orientation – 40 hours per contract year

In addition, the Contractor shall provide through its subcontractors training in air conditioning, wheelchair lift maintenance. The minimum required training in each category is as shown below.

3. Air Conditioning Training – 40 hours per contract year
4. Wheelchair Lift Training – 40 hours per contract year

These are trainer or class hours, not student hours. Maximum class size will be ten (10) students. The Contractor shall provide all handouts, training aids, visual and other instructional aids for use by Pace's staff trainers.

Pace training personnel shall be allowed to take photographs and produce video of all phases of the manufacturing process for the purpose of technical training of Pace personnel. The manufacturer shall have the right to escort and advise Pace as to any processes they consider sensitive and that they request not to be photographed. Pace will work with the Contractor on such requests while still being able to produce the training photograph required for proper instructional training.

a. SUPPORT AND SERVICE

The Contractor shall supply Pace a four-year Subscription to all subcontractors Service Information and/or Bulletin Service.

The Contractor shall supply a Support and Service representative who shall provide on site support during deliveries of vehicles to Pace. The Contractor shall have a toll-free phone number for access to their Support and Service personnel.

b. ENGINEER/SERVICE REPRESENTATIVES

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

11.0 DOCUMENTS

The Contractor shall:

1. Supply the following for vehicles purchased as published by the bus builder, not the chassis manufacturer:

Please note that no chassis manufacturer manuals are required other than the operator's manual which comes standard with each chassis.

- a. Maintenance Manual; one Paper copy per ~~ten~~ twenty-five buses delivered and one USB thumb drive per bus delivered
- b. Wiring Manual; one Paper and one USB thumb drive per ~~ten~~ twenty-five buses delivered
- c. Parts Manual; one Paper and one thumb drive per ~~ten~~ twenty-five buses delivered
- d. Operators Manual; one Paper per bus delivered
- e. Securement Manual / Instructions; one Paper per bus delivered
- f. Lift Operators Manual / Instructions; one Paper per bus delivered

The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the vehicles covered by this procurement.

Representative sample maintenance manuals and wiring diagrams shall be provided at the time of training for each mechanic attending class in the event Pace's manuals are not complete. Completed documents are due with each vehicle delivery.

a. MAINTENANCE MANUALS

Maintenance manuals shall contain all the necessary information to properly instruct Maintenance personnel in the techniques and procedures for maintenance of the vehicle, its systems, its system designs, and theory of operation. The maintenance manual shall include, but not limited to, the following:

1. Bus Body and Structure

2. Bus Door(s) equipment
3. Suspension modifications as applicable
4. Bus Electrical, including all wiring diagrams
5. Wheels, and tires
6. Bus builder added Heating, ventilation, and air conditioning
7. Wheelchair Lift
8. Securement and other Optional equipment

The maintenance manual shall have a separate section listing all recommended, periodic maintenance of all equipment. The manuals shall be complete and inclusive for the vehicle, as built, for Pace.

b. WIRING DIAGRAMS

The Contractor shall furnish wiring diagrams (not schematics) for all of the electrical equipment complete with color, function and or number coded wire. ~~codes and wire numbers~~. The wiring diagrams shall include an interface between components and systems. Separate diagrams for each of the respective wiring circuits such as lighting circuits, door control, etc., shall be supplied. Complete separation of circuits shall be produced on laminated (11 X 17) paper to resist grease and dirt. Electrical component, wiring looms or groupings and connector locations shall be identified and location given in a separate guide/manual.

Each diagram page shall be self-sufficient for wiring troubleshooting purposes and shall be formatted to minimize the need to reference other diagrams to perform the task. An electrical troubleshooting guide shall be provided which will assist mechanics in locating and diagnosing defects for an electrical circuit.

c. PARTS MANUAL

The Parts Manual shall be complete with all of the manufacturer's standard parts and components plus all optional equipment required by this Specification. Sold/Shipped to Pace (to be provided after delivery of last bus)

1. Sold/Shipped to Pace (to be provided after delivery of last vehicle).
2. Model number of the bus type(s).
3. Serial numbers of ALL serialized components cross-referenced to the Pace fleet number the component was installed on (to be provided after delivery of last bus) ALL Pace fleet numbers delivered by the Contractor for this procurement

4. The Parts Manual shall have a complete breakdown of all the parts on the bus including diagrams, Contractor's Part Numbers, Description, part number index for all of the bus's components and subcomponents including, but not limited to, the list below:
 - a. seats – operators and passenger
 - b. floor covering
 - c. HVAC
 - d. wheel and tire size (____X____)
 - e. windows/glass / frames and components
 - f. doors
 - g. Electrical

The Contractor shall also supply a cross reference listing for all the components and subcomponents on the bus. Included in this cross-reference listing shall be the Contractor's part numbers with their corresponding suppliers and manufacturer's part numbers as well as the names, addresses and telephone numbers of all the suppliers and manufacturers. This list shall be in Contractor's Part Number order.

5. Paint Manufacturer, color, and US number for interior and exterior paint colors.
6. Complete listing of all optional equipment with detailed descriptions.

Illustrated parts manuals shall contain data arranged so that part numbers can be readily found and identified in the illustration for each system, subsystem, assembly, subassembly, or piece from an orderly breakdown of the complete bus. They shall be indexed by part number and part name and shall be sufficiently well illustrated to identify items requiring repair, replacement, and storage for use in the maintenance of the buses.

d. DRAWINGS

Contractors shall furnish complete sets of layout, installation, and other detailed drawings that may be requested for use in the maintenance of these vehicles.

e. REPLACEMENT PARTS

The Contractor shall guarantee the availability of all replacement parts, regardless of manufacturer, for these vehicles for the intended service life. Replacement parts shall be interchangeable with the original agreement.

f. PARTS AVAILABILITY GUARANTY

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the vehicles supplied under this Contract for a period of the useful life of the vehicles. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then current published catalog prices.

Where the parts ordered by Pace are not received within two working days of the agreed upon time/date and a vehicle procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor shall provide Pace, within eight hours of Pace's verbal or

written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by Pace.

Where the Contractor fails to honor this parts guaranty or parts ordered by Pace are not received within 30 (thirty) days of the agreed upon delivery date, then the Contractor shall provide to Pace, within seven (7) days of Pace's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by Pace. The Contractor's design and manufacturing documentation provided to Pace shall be for its sole use in regard to the vehicles procured under this Contract and for no other purpose.

g. INTERCHANGEABILITY

All units and components procured under this Contract within a given contract release, whether provided by suppliers or manufactured by the Contractor shall be duplicates in design, manufacture, and installation to assure interchangeability among vehicles in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the vehicles to the extent practicable. Product improvements are allowed providing they are reverse compatible in fit and functionality with buses previously delivered as part of this contract.

h. SURVIVABILITY

The Contractor's obligations under this section 15.0 shall survive the nominal expiration or discharge of other Contract obligations and Pace may obtain any remedy under law, Contract or equity to enforce the obligations of Contractor that survive the manufacturing, warranty, and final payment periods.

12.0 PRODUCTION OF DOCUMENTS

Upon award of the Contract, the Contractor shall commence performance under the Contract by executing all Contract Guaranty Agreements provided with the Offer, by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within ten (10) calendar days after the date of receipt of the notice of award or within such further time as Pace may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract.

13.0 MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall be responsible for all materials and workmanship in the construction of the vehicle and all accessories used, whether the same are manufactured by the Contractor or purchased from a subcontractor or supplier.

14.0 FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

The Contractor shall submit the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or the manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

15.0 VEHICLE TESTING

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

- A. A manufacturer of a new vehicle model or a vehicle produced with a major change in components or configuration shall provide a copy of the final test report to Pace prior to Pace's final acceptance of the first vehicle.
- B. A manufacturer that releases a report under Paragraph A, above, shall provide notice to the operator of the testing facility that the report is available to the public.
- C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Pace prior to Pace's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

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

CONTRACTOR PROFILE INFORMATION

The information supplied to the following questions will be used to evaluate bidder's qualifications to complete the work required by Pace as specified. Please respond to the following questions or topics in the format presented below. **All information must be provided below and submitted with Contractor's bid documents.** Attach additional pages, if necessary. Failure to submit this information may be cause for the bid to be considered non-responsive.

A. COMPANY INFORMATION

Contractor Name: Shepard Bros., Inc.

Status: Corporation Individual Owner

Contractor Address: Corporate: 20 Eastern Blvd., Canandaigua, NY 14424
Midwest: 942 Surrey Way, Cincinnati, OH 45245

Primary Contact: Jimmie "Jim" Alan Adams

Secondary Contact: TJ Shepard

Contractor Phone #: 513.752.1311 FAX #: 513.752.4992

Emergency Phone #: 585.394.1000 Cell Phone #: 513.464.7707

E-mail jadams@shepardbrosinc.com or jadams04@fuse.net

Number of employees: Mgt 3 Supervision 7 General 72

B. Contractor References

Please provide four (4) references where you have provided similar vehicles as outlined in this IFB.

1. Name NYS DOT Contract
Address NYS Public Transportation Bureau, NYS DOT
50 Wolfe Road, POD 5-4, Albany, NY 12232
Phone # 518.457.8366 Contact Person Marc Boucher

2. Name Westchester County Bee Line
Address 100 East 1st Street, Mt. Vernon, New York 10550
Phone # 914.589.6375 Contact Person Chris Andritsopoulos

3. Name MASS DOT
Address 10 Park Plaza, Suite 4160, Boston, MA 02116
Phone # 857.368.8962 Contact Person Lauren Richmond

4. Name NYC MTA Access-A-Ride
Address 2 Broadway, 11th Floor, NY, NY 10004
Phone # 646.252.6081 Contact Person Steve Walter

TRANSIT VEHICLE MANUFACTURER (TVM) DISADVANTAGED BUSINESS ENTERPRISE

IMPORTANT: This form must be properly completed and submitted with all bids

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of disadvantaged business enterprises in FTA-assisted procurement of transit vehicles. Absent this certification, properly completed and signed, a bidder shall be deemed non-responsive.

Certification: I hereby certify, for the bidder named below, that it has complied with the provisions of the 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Shepard Bros., Inc.
Coach & Equipment MFG CORP

Company Name



Authorized Signature

May 11, 2020

Date

BIDDER'S SERVICE AND PARTS SUPPORT DATA

Location of nearest Technical Service Representative to Pace

Name Phil Vollmer, Coach & Equipment MFG CORP
Address Coach & Equipment MFG CORP
PO Box 36, 130 Horizon Park Drive, Penn Yan, NY 14527
Telephone 315.694.9071

Offeror to describe technical services readily available from said representative.

Warranty and Service Support

Location of nearest Parts Distribution Center to Pace

Name Coach Bus Parts
Address PO Box 36, 130 Horizon Park Drive, Penn Yan, NY 14527
Telephone 800.724.8464

Offeror shall describe the extent of parts available at said center.

All Body Parts Available. Chassis parts available for Shepard Ford, 585.394.1000, 20 Eastern Blvd., Canandaigua, NY 14424

Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance

Body Parts: Warranty FOB Destination. Service and Repair - Common Carrier FOB Origin.

Regular Method of Shipment Common Carrier

Cost to Pace Warranty FOB Destination. Service and Repair - FOB Origin.

(Attached additional documents if necessary)

CERTIFICATE OF COMPLIANCE WITH VEHICLE TESTING REQUIREMENT

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

(mark one and only one of the three blank spaces with an "x")

1. The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on November 2005 (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), and submits with this Offer the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
3. The vehicle is a new model and will be tested and the results will be submitted to Pace prior to acceptance of the first vehicle.

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

Date: May 11, 2020

Signature: 

Company Name: Shepard Bros., Inc. / Coach & Equipment MFG CORP

Title: Midwest Sales Manager

RESPONSES TO REQUESTS FOR CHANGE OR APPROVED EQUAL

IFB No. 419986	Request #: <u>1</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>16</u>	Section: <u>TS 8.17 Glazing</u>
Questions/Clarification or Approved Equal:		
SIDE AND REAR PASSENGER WINDOWS: This section was the primary basis of protest in 2019, and yet this 2020 specification provides no further clarification or details regarding what Pace precisely wants for “frameless” windows.		
To be fair, Pace needs to fulfill their promise to strengthen the specifications by providing adequate frameless window details [e.g.; window photos, specific window supplier contact information, window model, style] so bidders can work with suppliers that provide windows approved by Pace.		
Alternatively, Pace could allow bidders and manufacturers to supply their standard window design as equal, which is what we feel is the best way to address the issue because it allows body builders to provide the product they have the most experience with in terms of durability, performance and installation.		
The specification as written is virtually the same as in 2019 so it will likely lead to another protest, if left unchanged.		
Pace Response:		
Pace modified the frameless window requirements. The windows do not require an opening at the top.		
It is the bidder’s responsibility to provide side and rear passenger windows in compliance with Pace’s specifications. Bidders are recommended to submit “Like Equal” requests through the RFA process to verify whether their windows meet Pace’s requirements. Bidder must provide sufficient supporting documentation with their RFA request(s) to prove compliance. Pace will not specify any window manufacturer over another, this item is open for competition so long as the requirements of the specification are met.		

IFB No. 419986	Request #: <u>2</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>22</u>	Section: <u>TS 9.4 Floor</u>
Questions/Clarification or Approved Equal:			
<p>Floor Protection: This is a very important question for us. In the original 2019 bid we addressed this matter in our bid cover letter, because one of our competitors addressed this item as we recall during the 2019 pre-bid meeting. It was our interpretation that edge sealing and marine grade was required of all bidders to meet this specification, but one of our competitors contended that a cheaper exterior grade plywood would be adequate. During the protest debrief meeting we requested that this section be more clearly defined in the rebid specifications, and Pace promised to do so. Does Pace require marine grade or exterior grade plywood? And, does Pace require a sealer applied to the edges of the plywood, or not. Our standard construction method of a metal belly plate underneath the plywood subfloor and a tight fit and finish of the Altro floor covering above the plywood, it can be argued that exterior grade is sealed and waterproof and will last the life of the bus. But; if Pace really needs the upgrades of marine grade plywood and sealed edges of the plywood then please clearly say so. It was our impression from your previous contractors comments that such upgrades were not required, but we offered them anyway. As we understood the protest debrief this was one of the primary reasons given to not award to us as the second low bid. Please see our original bid and clarify this requirement as Pace promised.</p>			
Pace Response:			
<p>Pace cannot make a determination for exterior grade plywood vs. marine grade because manufacturers differ in their approach in meeting Pace’s specifications. It is the bidder’s responsibility to provide floor protection in compliance with Pace’s specifications. Bidders are recommended to submit “Like Equal” requests through the RFA process to verify their flooring meets Pace’s requirements. Bidders must provide sufficient supporting documentation with the RFA request(s) to prove compliance and that the flooring will last the required useful lifetime.</p>			

IFB No. 419986	Request #: <u>3</u>		
Solicitation Ref: <u>Exhibit A</u>		Page: <u>1</u>	Section: <u>6.a Delivery</u>
Questions/Clarification or Approved Equal:			
Request that delivery requirement be changed to 90 calendar days after receipt of chassis in place of after Pace has issued the Purchase Order.			
Depending on when Pace places the order, Ford's production of chassis might not support completion of the bus in the required 90 calendar days from receipt of Pace's Purchase Order.			
Pace Response:			
See revised Exhibit A, Section 6, Delivery.			

IFB No. 419986	Request #: <u>4</u>		
Solicitation Ref: <u>Exhibit A</u>		Page: <u>1</u>	Section: <u>6.c Delivery</u>
Questions/Clarification or Approved Equal:			
Request that delivery requirement be changed to 60 calendar days after receipt of chassis in place of after Pace has issued written approval to start production.			
Depending on when Pace approves the pilot, Ford’s production of chassis might not support completion of the bus in the required 60 calendar days from receipt of written approval to start production.			
Pace Response:			
See revised Exhibit A, Section 6, Delivery.			

IFB No. 419986	Request #: <u>5</u>		
Solicitation Ref: <u>Exhibit A</u>		Page: <u>2</u>	Section: <u>6.d Delivery</u>
Questions/Clarification or Approved Equal:			
Request that delivery requirement be changed to 60 calendar days after receipt of chassis in place of after Pace has issued a Release Order.			
Depending on when Pace order subsequent units, Ford's production of chassis might not support completion of the bus in the required 60 calendar days from receipt of Purchase Order.			
Pace Response:			
See revised Exhibit A, Section 6, Delivery.			

IFB No. 419986	Request #: <u>6</u>	
Solicitation Ref: <u>Exhibit A</u>	Page: <u>6</u>	Section: <u>18 Bid Submittal Checklist</u>
Questions/Clarification or Approved Equal:		
a. Please clarify the size of files allowed when emailing.		
b. Please clarify the overall size of the email allowed.		
c. Please clarify that multiple emails will be allowed. Based on past submittals file sizes can be large and many emails will be required.		
d. Please clarify if word documents can be accepted or only “pdf” documents.		
e. Please clarify if more than one bid can be submitted. We represent several bus manufacturers each with unique qualifications. Allowing more than one bid will allow more manufacturers to provide bids.		
Pace Response:		
a. 150 MB		
b. 150 MB (the file size is the only size limit)		
c. Bidders are to only send one (1) email to ensure bids are not missed. The required documents will fit on one (1) email. The only documents required with your bid are the files listed on the Bid Submittal Checklist (Exhibit A, Section 18). Bidders do not need to submit the full Exhibits or full addenda so long as they acknowledge each addendum on the Contract Signature Page in Exhibit A (last page of Exhibit A).		
d. Per Exhibit A, Bid Submittal Checklist Submit scanned bid documents. A word document is not a scanned document.		
e. Per Exhibit A, Bidders Bid, Title Section (pg. 7), “Submit One (1) bid.”		

IFB No. 419986	Request #: <u>8</u>		
Solicitation Ref: <u>Exhibit C</u>		Page: <u>6</u>	Section: <u>8.0 Liquidated Damages</u>
Questions/Clarification or Approved Equal:			
Request that liquidation damages be deleted. Due to possible ongoing supply chain disruptions due to COV-19 meeting required deliver dates might not be possible.			
Request that if not deleted liquidated damages be reduced to \$10 per working day per vehicle. Due to possible ongoing supply chain disruptions due to COV-19 meeting required deliver dates might not be possible.			
Request that if the liquidation damages are not deleted the delivery requirements of Exhibit A, page 2, 6.c and 6.d be waived until deliveries return to as scheduled. This allows contractor to limit liquidation damages if required.			
Pace Response:			
Denied. If the contractor is impacted by disruptions during the performance of this contract they may refer to <i>Exhibit B, Section A, 9 - Modifications to Contract, b.</i> on how to request an adjustment.			
Any change in the Contract after award shall be submitted in writing to the Chief Procurement Officer for final approval.			

IFB No. 419986	Request #: <u>9</u>		
Solicitation Ref: <u>Exhibit C</u>		Page: <u>8</u>	Section: <u>11.0 Documents</u>
Questions/Clarification or Approved Equal:			
Request only one USB drives per ten buses be provide for items 1 a, b, c, and d. Providing information on			
USB saves paper and allows Pace to download the information to a network server for easy access as well			
as print and reproduce as needed.			
Pace Response:			
Denied.			
See revised Exhibit C, Section 11.0.			
Pace requires hard copy(s) for Pace maintenance staff who do not have access to computers.			

IFB No. 419986	Request #: <u>11</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>1</u>	Section: <u>TS 1.0 General Description</u>
Questions/Clarification or Approved Equal:			
Please clarify the specification. Section 1 requires the bus be designed and built in strict accordance with			
Docket 90-A which is in conflict with Section 9.7 Construction and Materials that specify the foam is not			
Required to meet Docket 90-A and the seat material specified is not Docket 90-A.			
Is Section 1 to be viewed to mean all aspects of the bus unless specified by Pace are to be designed and			
built in strict accordance with Docket 90-A?			
Will flame blocker material be required?			
Pace Response:			
See revised Exhibit D, Section 9.7.			

IFB No. 419986	Request #: <u>16</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>37</u>	Section: <u>TS 13.2 Lighting</u>
Questions/Clarification or Approved Equal:		
Please clarify the number of Stop Lamps required: TS 13.2.1 calls out six stop lamps yet Attachment #1 shows five stop lamps.		
Attachment #1 has four (4) ea. 4” round lamps and one (1) brake light oval below rear window.		
Please clarify if “docking” lamps are required. Attachment #1 does not show any docking lamps.		
If docking lamps are required please clarify location of the lamps.		
Pace Response:		
The specification stands as presented. The attachment one is to show what was accomplished in the past.		
The quantity of stop lamps required are for safety and will not be reduced.		
Pace has added the docking lamps with this procurement, and they will be placed where they will		
Provide the best visibility depending on the design of the successful bidder’s body design during pre-		
production meetings located somewhere on the back of the bus.		

IFB No. 419986	Request #: <u>18</u>		
Solicitation Ref: <u>Exhibit A</u>		Page: <u>1</u>	Section: <u>Delivery 6.a</u>
Questions/Clarification or Approved Equal:			
Specifications call for delivery of prototype for Pace review to occur 90 days after issue of purchase order.			
This procurement will require special ordered chassis from Ford. Typically it takes 60-90 days just to receive the chassis. Then it can take 60-75 days to schedule into body build production and then to complete the unit. This would result in approximately 120-165 days to get the chassis and complete the pilot build.			
We request that this be changed to allow for delivery of pilot bus to Pace to occur no more than 90 days after receipt of chassis.			
Pace Response:			
See revised Exhibit A, Section 6, Delivery.			

IFB No. 419986	Request #: <u>19</u>		
Solicitation Ref: <u>Exhibit A</u>		Page: <u>2</u>	Section: <u>Delivery 6.d</u>
Questions/Clarification or Approved Equal:			
This section require delivery of first production unit for subsequent orders to occur in 60 days after release of order by Pace.			
Again, as in the previous request, chassis will have to be ordered which takes 60-90 days to get, then bus body needs to be scheduled and completed which can take up to 60-75 days.			
We request that delivery of first bus under any subsequent orders to occur no more than 90 after receipt of chassis.			
Pace Response:			
See revised Exhibit A, Section 6, Delivery.			

IFB No. 419986	Request #: <u>20</u>	
Solicitation Ref: <u>Exhibit C</u>	Page: <u>3 / 7</u>	Section: <u>5.0 Delivery and Title, a.1 / 9.0 Title</u>
Questions/Clarification or Approved Equal:		
Section 5.0, a-1 calls for contractor to obtain and provide State of Illinois municipal plates at time of delivery. Then in Section 9.0 it states that adequate documents for registering vehicles in Illinois shall be provided by Pace.		
Both cannot be done. If contractor license the vehicle as in section 5.0 then at same time a title is applied for. So there are no documents to supply for titling as described in 9.0. Please clarify if contractor it to license and title the units or supply the documents for Pace to process. Also suggest removal of section that is not applicable.		
Pace Response:		
See revised Exhibit C, Section 9.0.		

IFB No. 419986	Request #: <u>21</u>		
Solicitation Ref: <u>Exhibit C</u>	Page: <u>8</u>	Section: <u>11.0 Documents, 1, a,b,c,d</u>	
Questions/Clarification or Approved Equal:			
Section calls for paper copies of maintenance manual, wiring diagram, parts manual, and operators manual.			
Virtually all manufacturers are getting away from paper documents. We request that Pace accept electronic manuals supplied on thumb drives and remove requirement of paper copies.			
Pace Response:			
Denied.			
See revised Exhibit C, Section 11.0.			
Pace requires hard copy(s) for Pace maintenance staff who do not have access to computers.			

IFB No. 419986	Request #: <u>22</u>		
Solicitation Ref: <u>Exhibit C</u>		Page: <u>6</u>	Section: <u>11.0 Documents, 1, e, f</u>
Questions/Clarification or Approved Equal:			
This section calls for paper copies instruction materials for both securements and lift operations.			
Both BraunAbility and Q'Straint have eliminated any paper or electronic versions of operator manuals.			
They both have resorted to web based data. Request that requirements for these manuals with each bus be removed as they are no longer available from the manufacture.			
Pace Response:			
Denied.			
See revised Exhibit C, Section 11.0.			
Pace requires hard copy(s) for Pace maintenance staff who do not have access to computers.			

IFB No. 419986	Request #: <u>23</u>		
Solicitation Ref: <u>Exhibit C</u>		Page: <u>9</u>	Section: <u>11 Documents, b-wiring diagrams</u>
Questions/Clarification or Approved Equal:			
Section calls for diagrams to include color codes and wire numbers.			
Request that this be changes to include, color, function and/or number coded wires. This was allowed/			
changed in previous bid.			
Pace Response:			
See revised Exhibit C, Section 11.			

IFB No. 419986	Request #: <u>24</u>	
Solicitation Ref: <u>Exhibit C</u>	Page: <u>9</u>	Section: <u>11.0 Documents, 1, b</u>
Questions/Clarification or Approved Equal:		
Section calls for complete separation of circuits to be produced on on laminated (11 x 17 paper.		
Request that this requirement be removed. This was also removed in the last bid.		
Pace Response:		
Denied.		
See revised Exhibit C, Section 11.0.		
Pace requires hard copy(s) for Pace maintenance staff who do not have access to computers.		

IFB No. 419986	Request #: <u>25</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>7</u>	Section: <u>TS 6.6 Materials</u>
Questions/Clarification or Approved Equal:			
Section for for threaded fasteners of 0.25 inch or larger to be secured with Nylock nuts.			
Request that when locking is an important feature approve the use of lock washers as an approved equal.			
All required testing has been done with lock washers and in many cases per the requirement of various component manufacturers design.			
This was previously approved in last bid.			
Pace Response:			
Denied. See revised Exhibit D, Section 6.6.			
The use of lock washers vs Nylock will be reviewed on a case by case basis with the contractor at pre-production meetings.			
Bidder may provide supporting documentation from the suppliers referenced to prove it as an “Or Equal” during the extended RFA period.			

IFB No. 419986	Request #: <u>26</u>		
Solicitation Ref: <u>Exhibit D</u>	Page: <u>7</u>	Section: <u>TS 6.6 Materials</u>	
Questions/Clarification or Approved Equal:			
Section calls for yellow or orange torque seal be applied to torques bolts/nuts.			
Request approval of white torque seal in addition to yellow or orange.			
Pace Response:			
See revised Exhibit D, Section 6.6.			

IFB No. 419986	Request #: <u>27</u>		
Solicitation Ref: <u>Exhibit D</u>	Page: <u>7</u>	Section: <u>TS 6.6 Materials</u>	
Questions/Clarification or Approved Equal:			
Section calls for hardware passing through the floor to be stainless.			
Request approval of self tapping Bright Zinc anti corrosive fasteners as approved equal to stainless fro			
securing sub floor. Stainless steel fasteners should not be used to attach plywood to the floor structure			
due to potential galvanic corrosion.			
Pace Response:			
The section referenced above does not require stainless steel fasteners for floor or sub floor installation.			

IFB No. 419986	Request #: <u>28</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>9</u>	Section: <u>TS 7.8 Crashworthiness</u>
Questions/Clarification or Approved Equal:			
Section calls for bus to comply with FMVSS301.			
This only applies to buses that have a GVWR rating of 10,000 pounds or less. The chassis for this procurement will require a much higher GVWR rating and thus not applicable. Request removal of this requirement.			
Pace Response:			
See revised Exhibit D, Section 7.8.			

IFB No. 419986	Request #: <u>29</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>9</u>	Section: <u>TS 7.8 Crashworthiness</u>
Questions/Clarification or Approved Equal:			
Request Pace acceptance of our FMVSS214 Side Impact Test performed by an independent laboratory.			
This test was performed at 33 mph with a 3,011# test sled in lieu of 25 mph with a 4,000# test sled.			
This same request was approved on previous bid.			
Pace Response:			
Please provide the complete test report on USB for Pace review.			

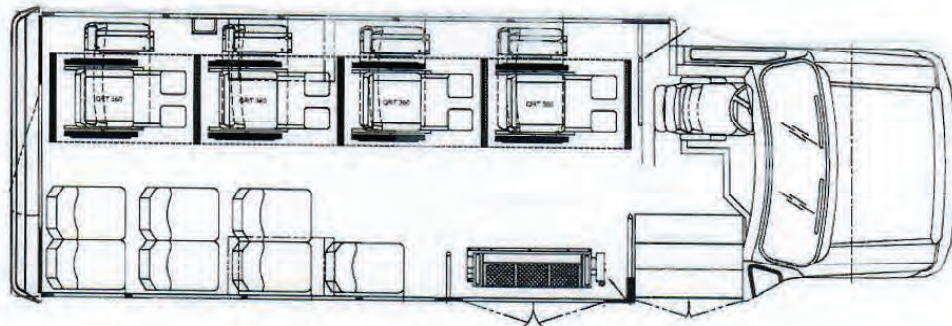
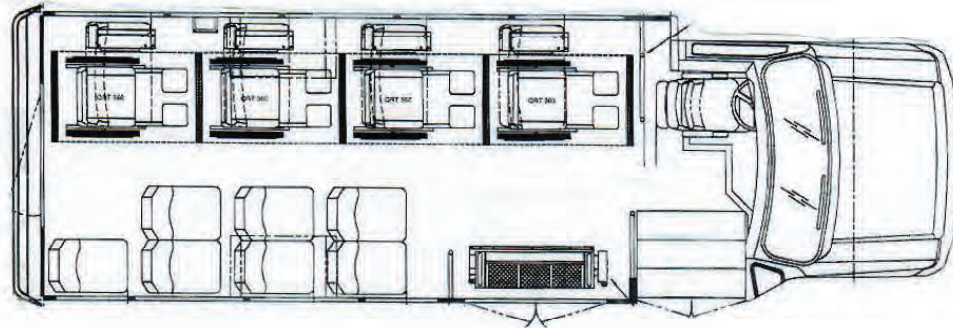
IFB No. 419986	Request #: <u>30</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>12</u>	Section: <u>TS 8.9, Steps and Stepwells</u>
Questions/Clarification or Approved Equal:			
Please accept manufacturers drivers running board that is a true anti-slip running board that has pierced holes that is either aluminum or stainless steel. If aluminum as supplied, it is not anodized.			
Section also calls for running board to extend a minimum of 12” aft the drivers door. This not possible as the it will hit the “B” pillar behind the drivers door as it extends below the driver stepwell. Please accept running board that extends up to the “B” pillar.			
The same request was approved on previous bid.			
Pace Response:			
See revised Exhibit D, Section 8.9.			

IFB No. 419986	Request #: <u>31</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>12</u>	Section: <u>TS 8.9 Steps and Stepwell</u>
Questions/Clarification or Approved Equal:			
Section calls for step treads to be 3/16-inch thick. The materials called on in section TS 9.4 Flooring calls for 2.2mm thick flooring. The same material is used on the step treads as used in the floor.			
Request this be changed to reflect the 2.2 mm minimum material.			
Pace Response:			
See revised Exhibit D, Section 8.9.			

IFB No. 419986	Request #: <u>32</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>15</u>	Section: <u>TS 8.16 Numbering and Signing</u>
Questions/Clarification or Approved Equal:			
Under the detailed list of decals required, the first one for “Pace Logo” it identifies the location where these are required. There are five locations noted. However the quantity required is seven (7). Is the number actually five (5) or is contractor to supply two (2) additional logos shipped loose.			
Note previous bid required five.			
Pace Response:			
See revised Exhibit D, Section 8.16.			

IFB No. 419986	Request #: <u>33</u>		
Solicitation Ref: <u>Exhibit D</u>	Page: <u>17</u>	Section: <u>TS 8.17 Glazing</u>	
Questions/Clarification or Approved Equal:			
Section calls for “The window manufacturer/supplier must certify in writing that the windows as provided and installed are correctly installed in Pace’s buses according to their requirement.” This document can be provided. The question is when does Pace require this? We are anticipating this is during prototype review and not with bid.			
Please clarify.			
Pace Response:			
This will be required at pilot bus review.			

IFB No. 419986	Request #: <u>34</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>24</u>	Section: <u>TS 9.7 Passenger Seats</u>
Questions/Clarification or Approved Equal:			
Section states “All two passengers forward facing passenger seats must fold up and out of the way for passengers using mobility devices”. Mobility devices covers a wide range of equipment from wheelchairs to walkers/canes etc. Please clarify if in fact “all” two passenger seats must fold or are they just required in the locations where wheelchairs can be located/secured. This is important as there is a significant cost difference in fixed or foldaway seats.			
Attached (on the next page) is a representative floor plans (Attachment – B) that we feel meets the intent of the specifications as issued. All seats on right side are fixed type.			
Pace Response:			
ALL forward-facing passenger seats shall be the fold up type.			
The layout provided is unacceptable to Pace.			
Seating layout will be finalized by Pace and the contractor during the pre-production period of the build.			



"Attachment - B" sample floor plans

All seats on street side are foldaways while seats on curb side are fixed seats.
Previous Pace buses have fixed seats on curb side.

IFB No. 419986	Request #: <u>35</u>		
Solicitation Ref: <u>Exhibit D</u>	Page: <u>28</u>	Section: <u>TS 10.7 Mirrors</u>	
Questions/Clarification or Approved Equal:			
Section calls for exterior rear view mirrors that have stainless steel mirror heads and adjustable arms. We have been unable to find a supplier for a mirror that has stainless steel heads that will work on a Ford chassis. Arms are available in stainless.			
Request approval of mirrors that have ABS style non corrosive mirror heads with stainless steel support arms.			
Pace Response:			
See revised Exhibit D, Section 10.7.			

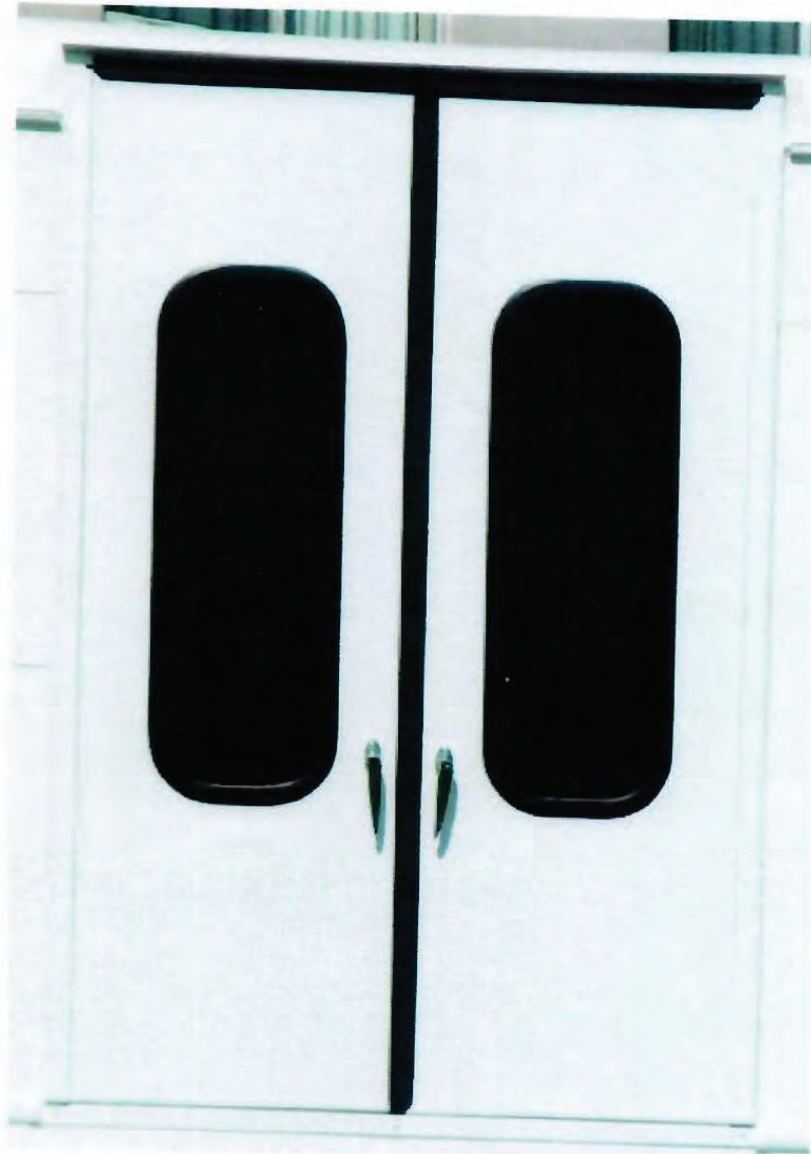
IFB No. 419986	Request #: <u>36</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>41</u>	Section: <u>TS 13.7 Lift System, #30</u>
Questions/Clarification or Approved Equal:			
Section calls for dual assist rails that are powder coated. BraunAbility no longer powder coats the lift handles yellow. They do provide yellow rubberized grips on the end of each hand rail.			
We request that requirement of yellow powder coated be removed and acceptance of the yellow caps.			
This was approved/amended on previous bid.			
Pace Response:			
See revised Exhibit D, Section 13.7.			

IFB No. 419986	Request #: <u>37</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>42</u>	Section: <u>TS 13.8 Heating Ventilation and Air Conditioning (HVAC)</u>
Questions/Clarification or Approved Equal:		
Section states that capacity performance calculation must take into consideration “the dark blue exterior finish of the bus”		
We are assuming this is an error as in section TS 8.15 it states that base color is to be white.		
Please clarify that dark blue exterior finish is not applicable.		
Pace Response:		
See revised Exhibit D, Section 13.8.		

IFB No. 419986	Request #: <u>38</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>42</u>	Section: <u>TS 13.8 HVAC, Air Flow/Operators Area</u>
Questions/Clarification or Approved Equal:			
Section calls for climate controlled operators area that is by cutaway chassis manufacture and include a 4 speed fan.			
The OEM chassis manufacturers dash climate control system comes with a 3 speed fan/switch.			
Request this be amended to reflect a 3 speed fan.			
Pace Response:			
See revised Exhibit D, Section 13.8.			

IFB No. 419986	Request #: <u>39</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>43</u>	Section: <u>TS 14.0 Surveillance and Camera Systems</u>
Questions/Clarification or Approved Equal:			
In the “Interior Camera’s” area of this section it states that there are to be five (5) areas of coverage.			
However the areas identified on the following page 44 only identify four (4) areas of coverage.			
Please clarify the numbers and areas of coverage.			
Also is there a specific number of camera desired or is that left up to vendor to determine as long as all the			
area are covered?			
Pace Response:			
See revised Exhibit D, Section 14.0.			
Pace will determine whether the contractor has installed enough cameras to provide adequate views of the vehicle interior.			

IFB No. 419986	Request #: <u>40</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>18</u>	Section: <u>TS 8.18 Passenger Doors</u>
Questions/Clarification or Approved Equal:			
Sections calls for wheelchair lift door to be one piece two panel fiberglass construction.			
Request approval of lift door that has a powder coated aluminum frame/structure with fiberglass overlay panels that. totally enclose the framing structure. See “Attachment – A Lift Door” (on next page)			
Pace Response:			
Insufficient information has been provided to approve the door design in the request.			
Please provide complete assembly and process drawing for the assembly and manufacture of the door.			



"Attachment - A Lift Doors"

IFB No. 419986	Request #: <u>41</u>		
Solicitation Ref: <u>Exhibit F</u>		Page: <u>1</u>	Section: <u>1.1.2 Complete Bus</u>
Questions/Clarification or Approved Equal:			
This section contains to many different components under one coverage time frame. It includes			
propulsion system which is covered under 1.1.4 and at different milestones. Request 1.1.2 be amended to			
state” Complete bus body and associated components and sub systems, excluding the OEM chassis and			
propulsion system, shall be warranted to be free from defects and related defects for one yea or 50,000			
miles whichever comes first. The OEM chassis shall at a minimum have a three year/36,000 mile			
whichever comes first warranty from defects and related defects.			
Sections 1.1.3 and 1.1.4 require no changes			
Pace Response:			
See revised Exhibit F, Section 1.1.2.			

IFB No. 419986	Request #: <u>42</u>	
Solicitation Ref: <u>Exhibit A</u>	Page: <u>1</u>	Section: <u>5. Request for Pre-Approved Equals</u>
Questions/Clarification or Approved Equal:		
We request that Pace allow time for a second round of questions, clarifications or approved equals that may come to light as a result of Pace’s response to the initial submission of questions, clarifications and approved equals.		
This will more than likely require a change to the bid opening date as well.		
Pace Response:		
The RFA/question deadline is extended to June 24, 2020 at 2:00pm CDT.		

IFB No. 419986	Request #: <u>44</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>2</u>	Section: <u>TS 2.0 Design Operation</u>
Questions/Clarification or Approved Equal:			
Is Pace requiring special test for this section or will Pace accept products (chassis, doors, lifts etc.) that have been in use in this type of application in thousands of buses (including Pace units) with millions of miles on them with proven reliability and have also been Altoona tested.			
Pace has previously indicated that no special testing beyond the Altoona test report would be required for this section.			
Pace Response:			
This section does not require additional testing.			

IFB No. 419986	Request #: <u>48</u>		
Solicitation Ref: <u>Exhibit A</u>		Page: <u>6</u>	Section: <u>18 last paragraph</u>
Questions/Clarification or Approved Equal:			
May bidders mail/Fed Ex bids instead of emailing the bids? The file size may be too big to email			
since Pace requires every page of the bid, every page of every addenda, and several contractor			
Exhibits be submitted with bid. Please allow hard copy bids, or reduce the amount of information			
required to be submitted with bid. We would suggest that Pace allow email bids to be submitted			
that significantly reduces pages to be included. We would suggest that only acknowledgement of			
addenda, and not entire addenda, and only pages of IFB be submitted that require entries by the			
bidders instead of every page of the bid, and any reports, literature, certifications that are required.			
We would also suggest that all Exhibit C Attachment N0. 5s, Page 1 of 1, not be submitted.			
Please clarify, if all the pages are required, it may take more than one email, or some form of			
Dropbox, or file transfer/upload. Please clarify.			
Pace Response:			
Pace has changed its submission process due to COVID-19. Do not mail or FedEx bids. Bids must be			
emailed to Procurement@pacebus.com by the bid opening date.			
The only documents required with your bid are the files listed on the Bid Submittal Checklist (Exhibit A,			
Section 18). Bidders do not need to submit the full Exhibits or full addenda so long as they acknowledge			
each addendum on the Contract Signature Page in Exhibit A (last page of Exhibit A).			

IFB No. 419986	Request #: <u>50</u>		
Solicitation Ref: <u>Exhibit C</u>		Page: <u>7</u>	Section: <u>9.0 Title</u>
Questions/Clarification or Approved Equal:			
Please clarify this section. A Manufacturer's Statement of Origin [MSO] and Mileage Slip would be			
adequate documentation for registering the vehicle. It appears from previous sections that Pace			
requires that the vehicle be titled and licensed at time of delivery. Also, are any state or municipal			
inspections required of the contractor? And, is the cost of such inspections? Please clarify.			
Pace Response:			
See revised Exhibit C, Section 9.0.			
State of Illinois inspection is required approximate cost is \$25.00			

IFB No. 419986	Request #: <u>51</u>		
Solicitation Ref: <u>Exhibit C</u>		Page: <u>8-10</u>	Section: <u>11.0 Documents</u>
Questions/Clarification or Approved Equal:			
In lieu of this section, please accept our standard documentation, which includes for each bus			
delivered : 1) Ford owner’s manual, 2) Coach & Equipment Manual, 3) wiring diagrams, and			
4) Q’Straint and Braun information provided by equipment suppliers.			
We do not provide Parts Manuals. Our online parts store with current pricing, our 800 number,			
and email are available for all customers for ordering parts at our factory website.			
Only the Ford owner’s manual comes in hard copy print. All other manuals are on CD.			
Please approve.			
Pace Response:			
Denied.			
See revised Exhibit C, Section 11.0.			
Pace requires hard copy(s) for Pace maintenance staff who do not have access to computers.			
USB’s are required, not CD’s.			

IFB No. 419986	Request #: <u>52</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>1</u>	Section: <u>TS 1.0 General Description</u>
Questions/Clarification or Approved Equal:			
Third paragraph specifies Docket 90. Please note that the Level 6 Repel Seat Fabric specified does not meet Docket 90 as mentioned in the seat specs. Since Docket 90 applies primarily to seating, we would request that “Docket 90” in this section be replaced with FMVSS 302. Paragraph to read:			
“Pace requires the bus be designed and built in strict accordance with FMVSS 302.”			
Pace Response:			
See revised Exhibit D, Section 9.7.			

IFB No. 419986	Request #: <u>56</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>8</u>	Section: <u>TS 7.5 Corrosion</u>
Questions/Clarification or Approved Equal:			
We propose to offer our standard Pure Asphalt undercoating process which meets Ford QVM,			
And; our Part# 234296 AXALTA 2440S/HPE-16476 coating of the entire body superstructure below			
The window line. We are also offering FRP exterior body skins with aluminum skirt panels.			
Please approve.			
Pace Response:			
Pure Asphalt is approved.			
FRP is approved			
Aluminum is denied.			
Pace has experience with aluminum panels which are prone to corrosion.			

IFB No. 419986	Request #: <u>57</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>10</u>	Section: <u>TS 7.8 Crashworthiness</u>
Questions/Clarification or Approved Equal:			
The first sentence in bold on this page requires an independent certification regarding crash-			
worthiness. When is this required? If with bid, we would ask, does the entire report need to be			
submitted? If so, may we do so on a CD or memory stick? The report is about 200 pages.			
It may be too large to email. We could provide the executive summary which is only a few pages.			
Please clarify.			
Pace Response:			
Required at review of pilot bus.			
The report shall be provided on USB and is subject to testing by Pace's IT department to ensure the file is			
not corrupt.			

IFB No. 419986	Request #: <u>58</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>11</u>	Section: <u>TS 8.3 Exterior and Applied Panels</u>
Questions/Clarification or Approved Equal:			
We wish to clarify, that we would like to offer RFP body skins to the rub rail. Our skirt panels begin			
below the rub rail. We plan to offer aluminum skirt panels. It is our understanding of this section			
that Pace would allow aluminum skirt panels. Please confirm.			
Pace Response:			
Aluminum is denied.			
Pace has experience with aluminum panels which are prone to corrosion.			

IFB No. 419986	Request #: <u>62</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>14</u>	Section: <u>TS 8.15 Finish and Color</u>
Questions/Clarification or Approved Equal:			
Please note that our exterior body skins and panels come from our suppliers with prefinished surfaces that match Ford chassis white. Our manufacturing process to the extent possible controls product quality by avoiding sanding and/or applying finish coats to most of our bus body.			
Only a limited number of components [e.g., door frames] are painted in the manufacturing process.			
Regarding the two blue stripes, one above the windows and one in the skirt/transition panel and driver door area, please clarify if vinyl graphics is acceptable or if paint is required. Both, blue accent belts could be done in vinyl. If Pace requires paint on the lower blue belt, then we would urge Pace to allow the upper blue stripe to be vinyl. Does Pace require blue fender skirts, or is black acceptable? Please clarify.			
Pace Response:			
The upper stripes are a 3M 680 series blue vinyl.			
Yes, accents can be done in vinyl when the contractor is capable.			
Yes, the fender rubber may be black, and the area above will be blue.			
Final paint will be designed with the contractor at pre-construction based on details of their bus body.			

IFB No. 419986	Request #: <u>63</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>17</u>	Section: <u>TS 8.17 Glazing</u>
Questions/Clarification or Approved Equal:			
Subsection 3: Emergency Exit - Instead of requiring a written test report of the certification			
from the window manufacturer being delivered to Pace with each bus, which would be a duplicate			
document provided hundreds of times, please allow one certification provided by the window			
manufacturer that applies to the entire contract or perhaps to each year's group order of buses.			
Pace Response:			
See revised Exhibit D, Section 8.17.			

IFB No. 419986	Request #: <u>64</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>17</u>	Section: <u>TS 8.18 Passenger Doors</u>
Questions/Clarification or Approved Equal:			
Subsection 2. Our lift door opening exceeds ADA dimensional requirements. However, the width of			
the Braun lift specified by Pace will not allow for over center gas or spring assist props on both panels.			
We can provide one spring operated assist prop to hold open the forward door panel, but for the rear			
panel we will need to provide either a manual loop hold open or “t” handle hold open to provide a			
sufficient clear opening to allow the lift to travel without the risk of rubbing against a door panel.			
Please approve.			
Please also note that this request also applies to Section TS 13.7 on page 40 of 46 Exhibit D,			
subparagraph 1.			
Pace Response:			
Denied.			
Pace has examined lift door photos available on line and believe there is ample overhead space to include			
the required door props.			

IFB No. 419986	Request #: <u>65</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>18</u>	Section: <u>TS 8.18 Passenger Doors</u>
Questions/Clarification or Approved Equal:		
MATERIALS: Our two panel lift door isn't constructed of fiberglass. Each lift door panel is constructed of a galvanized steel frame with blue board insulation and galvanized steel skins. The panels include seals to ensure a proper fit and seal. Hinges are piano style hinges. Please approve.		
Pace Response:		
Insufficient information has been provided to approve the door design as requested herein.		
Bidder shall provide complete assembly and process drawing for the assembly and manufacture of the door for Pace's review under the extended RFA period.		

IFB No. 419986	Request #: <u>66</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>18</u>	Section: <u>TS 8.18 Passenger Doors</u>
Questions/Clarification or Approved Equal:			
Door Projection: Our front door panels are outward opening. In lieu of 2” please allow 1.5”. And;			
in lieu of 3-3/8”, 4.0” inches apart, please allow 2.5”. Our doors are not quick opening bi-fold doors			
like on heavy duty transit buses. It is highly unlikely that someone’s hand/wrist would be caught			
between slower operating rather large outward opening door panels that are over 16” wide.			
Our front entry door clear opening is 80” tall by 32” wide. Please approve.			
Pace Response:			
Any situation is probable when it comes to the safety of passengers.			
The transit industry standard is 4 inches between the hard parts of the door panels.			
Denied.			

IFB No. 419986	Request #: <u>67</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>18</u>	Section: <u>TS 8.18 Passenger Doors</u>
Questions/Clarification or Approved Equal:		
Actuators: To access the actuators and door mechanism in the header compartment above the ambulatory passenger entrance door, the red emergency door release lever must be removed which requires a tool to remove a set screw in the red handle. Please approve.		
Pace Response:		
Denied.		
This design can be achieved by simple modifications.		

IFB No. 419986	Request #: <u>68</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>20</u>	Section: <u>TS 9.1 Construction, Trim Panels</u>
Questions/Clarification or Approved Equal:			
TRIM PANES & HEADLINING: Our panels are not sectional. We use large panels to minimize			
seams. Our interior FRP panels: roof side walls and rear wall are light gray, white in appearance. Our			
interior FRP panels are not 1/10 th thick, they are .060” thick.			
In the third paragraph of this section, panels are to be easily replaceable and tamper resistant.			
Please note that ceiling, rear wall and sidewalls are FRP plastic bonded to the superstructure with			
fasteners and automotive grade adhesives.			
Header panel material is a carpet like fabric that is bonded to the superstructure, and is not easily			
removable. These materials will last the life of the vehicle.			
Please approve.			
Pace Response:			
See revised Exhibit D, Section 9.1.			
Bonding of FRP is accepted.			
Carpet like fabric is denied due to cleanability factors as a result of Covid 19.			

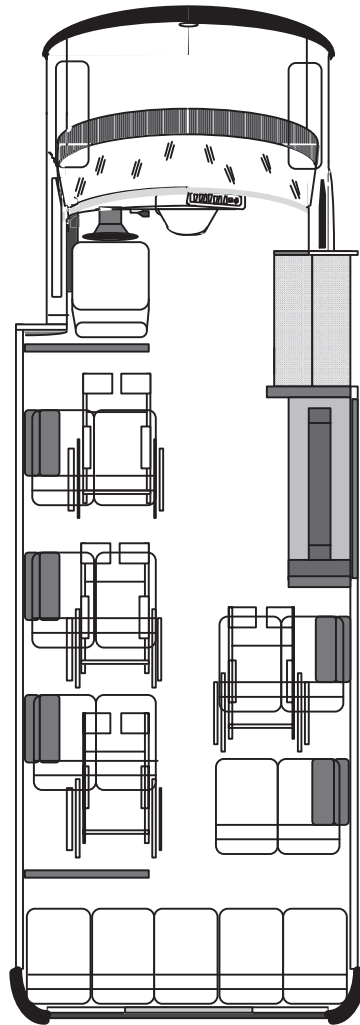
IFB No. 419986	Request #: <u>69</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>22-23</u>	Section: <u>TS 9.4 Floor</u>
Questions/Clarification or Approved Equal:		
Operator’s Compartment – Please clarify the last sentence in this section. The Ford chassis comes with a black marble floor covering in the driver’s area. Is this sufficient, or does PACE want an additional black rubber floor mat, and if so, please define what is acceptable to meet “custom fit, removable”. Weather Tech is a high end mat, and there are many black mats that could arguably used that are cheaper. Please clarify.		
Passenger Area - Please clarify, the reference to vinyl floor covering [Altro?] & another to “a one piece center strip shall extend from the rear between the sides...”, which seem to indicate a rubber flooring SRP Industries LLC [formerly RCA Rubber]. Please clarify, if PACE will accept either Altro [vinyl] or SRP [rubber] type floor covering. Also, if a vinyl floor covering we limit all seams to the extent possible and follow Altro’s requirements for installation. Please approve.		
Pace Response:		
A separate high-quality floor mat is required such as the Weather Tech mentioned or an approved equal.		
Pace will not specify any floor manufacturer over another, this item is open for competition so long as the requirements of the specification are met.		

IFB No. 419986	Request #: <u>70</u>		
Solicitation Ref: <u>Exhibit D</u>	Page: <u>24</u>	Section: <u>TS 9.5 Passenger Assists</u>	
Questions/Clarification or Approved Equal:			
Fourth paragraph: It is our understanding that seat back grabs, entry and vertical stanchions are to			
be yellow. Please clarify if the two overhead ceiling grab rails that run along either side of the aisle			
are to be yellow as well. Also see last two paragraphs on page 24 pertaining to overheard assists.			
Pace Response:			
See revised Exhibit D, Section 9.5.			

IFB No. 419986	Request #: <u>71</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>24</u>	Section: <u>TS 9.7 Passenger Seats</u>
Questions/Clarification or Approved Equal:			
<p>Provided on next page is a seating plan that we believe meets the PACE specified requirements. Please review, and either confirm or mark up and let us know what is required. Also, please clarify: 1)</p> <p>“Passenger seats layout shall be compartmentalized.” Does our proposed plan meet this requirement, or does PACE want stanchions and modesty panel assemblies fore or aft of each wheelchair securement location? The seating plan below allows seven ambulatory seats when there are four wheelchair passengers on board. It would be helpful, if Pace would provide a drawing or photos of their existing seating plan. If a better or more efficient seating plan is desired. Please provide photos and/or drawings. Please also note that rear five position settee is fixed and not foldaway. Please approve and clarify.</p>			
Pace Response:			
<p>Drawing approved providing all requirements of the specification have been met.</p> <p>The five passenger rear seat will not be accepted.</p>			

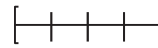
Phoenix

Ford 158" Wb
DRW



PH5F406

Scale (1:36)



0 10" 20" 30" 40"

IFB No. 419986	Request #: <u>72</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>28</u>	Section: <u>TS 10.7 Mirrors</u>

Questions/Clarification or Approved Equal:

Exterior Mirrors: Please approve our manual Rosco mirrors with integral flat and convex mirrors.


Flat mirror is above convex mirror, see figure and dimension below. Mirror arms are stainless steel.

Mirror heads are flat black plastic as depicted below, not stainless steel.



Pace Response:

See revised Exhibit D, Section 10.7.

IFB No. 419986	Request #: <u>73</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>36-37</u>	Section: <u>TS 13.2 Lighting</u>
Questions/Clarification or Approved Equal:			
Exterior Lighting:			
Fourth Paragraph – Rear Mounted Lamps: Our 4” rear lamps [brake, tail and reverse] are secured in			
white [not black] hard retaining rings that serve as grommets [see photo]. Also, please change			
Six to four stop lamps to accommodate our body design. We are able to offer two high mount.			
Please approve.			
			
Pace Response:			
The quantity of lights is a requirement for safety.			
The black surround is a requirement for safety.			

IFB No. 419986	Request #: <u>74</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>43-46</u>	Section: <u>TS 14.0 Surveillance and Camera System</u>
Questions/Clarification or Approved Equal:		
Please clarify. Is the DriveCam in the first sentence furnished and install by Pace and we only provide the prewire, or is this a camera provided by Apollo that we will install as part of the entire camera system?		
In the fifth paragraph, is the Master Control Switch, the chassis ignition switch or some other equipment switch? Is the one hour independently programmable feature referenced in the sixth paragraph a feature in the Apollo system, or controlled some other way, please explain.		
Please clarify if a 4 TB system as referenced on Page 43 or a 2 TB system as referenced on page 45 is required, or are these two separate storage devices?		
Pace Response:		
The contractor is to provide and install prewire for DriveCam.		
This is not a part of Apollo.		
The ignition switch provides the master control function.		
The one-hour programmability is a function of the Apollo system.		
Two – 2 terabyte separate storage units.		

IFB No. 419986	Request #: <u>75</u>		
Solicitation Ref: <u>Exhibit F</u>		Page: <u>1</u>	Section: <u>1.1.2 Complete Bus</u>
Questions/Clarification or Approved Equal:			
Please delete the word; “chassis” in the first line of this section. The Ford warranty is the Ford			
warranty and the bus builder cannot amend the chassis warranty. The chassis warranty is covered			
in Sections 1.1.3 and 1.1.4.			
Pace Response:			
See revised Exhibit F, Section 1.1.2.			

IFB No. 419986	Request #: <u>76</u>	
Solicitation Ref: <u>Exhibit F</u>	Page: <u>4</u>	Section: <u>2.6 and 2.7 Reimbursements</u>
Questions/Clarification or Approved Equal:		
Section 2.6 lists a labor reimbursement of \$85.00 per hour.		
Section 2.7 lists a parts handling fee of 15% not to exceed \$100.		
Exhibit C, Page 5 of 12, para. 4 stipulates that the labor rate is \$97.62 and there isn't a \$100 cap on		
handling of parts see para. 5.		
Please clarify.		
Pace Response:		
See revised Exhibit F, Section 2.6.		

IFB No. 419986	Request #: <u>77</u>		
Solicitation Ref: <u>N/A</u>	Page: <u>N/A</u>	Section: <u>N/A</u>	
Questions/Clarification or Approved Equal:			
Please consider allowing time in the bid schedule for adding a second round of questions and requests for approved equals [a week or two]. This is a large and fairly complicated procurement and depending on PACE’s answers to requests, bidders may have follow on requests, questions, needs for clarifications. Also, we would suggest allowing more time in the bid schedule at each step for the same reasons state above. Please also allow 3 weeks from the time Pace issues final answers to the last round of questions and requests for approved equals for bids to be submitted so there will be sufficient time to coordinate with equipment suppliers, chassis OEM and bus builder.			
Pace Response:			
The RFA/question deadline is extended to June 24, 2020 at 2:00pm CDT.			

IFB No. 419986	Request #: <u>78</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>26</u>	Section: <u>TS 9.7 Passenger Seating</u>
Questions/Clarification or Approved Equal:			
3 weeks ago, Pace approved the use of Docket 90 for seating materials- foam and upholstery for the current coach bus bid. Docket 90 is the same level of flammability protection used across CTA buses.			
The specification states that materials DO NOT need to meet Docket 90. Please require Docket 90 for bus seating materials so that all passengers are afforded the same level of safety.			
Pace Response:			
See revised Exhibit D, Section 9.7.			

IFB No. 419986	Request #: <u>79</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>26</u>	Section: <u>TS 9.7 Passenger Seating</u>
Questions/Clarification or Approved Equal:		
To create a competitive bid for upholstery, please approved the use of Camira Trail and or Track with the following specification:		
Camira requested product for approval: Specification for Camira Track or Trail		
Application: Mass Transportation Seating / Composition: 100% Trevira® CS Flame Retardant Polyester		
Anti-Stain, Anti-Bacterial, Anti-Fungal with protective application / Width 54 inches minimum		
Weight 15 ¾ oz/sq. yd +/- 5% / Pattern repeat Width: 6.7 inches, Length: 7 inches / Abrasion Resistance		
ASTM D4157 Wyzenbeek method, Heavy Duty Upholstery Independently certified to >100,000 double rubs. Covered by a full and comprehensive 5-year guarantee		
Flammability: FMVSS 302 NFPA 130 (rail seating) Docket 90A (bus seating)		
Light fastness AATCC-16 (40 hours) Class 4 / Fastness to crocking AATCC-8 (Dry: 4, Wet: 3)		
Cleaning Vacuum regularly. Wipe clean with a damp cloth or shampoo. Removable covers: washable to 140 degrees Fahrenheit. Guarantee 5 Years.		
Pace Response:		
See revised Exhibit D, Section 9.7.		

IFB No. 419986	Request #: <u>80</u>		
Solicitation Ref: <u>Exhibit</u>		Page: <u>0</u>	Section: <u>0</u>
Questions/Clarification or Approved Equal:			
To create a competitive bid for upholstery, please approved the use of Camira Rhino with the following specification:			
Camira requested product for approval: Specification for Camira Rhino			
Application: Mass Transportation Seating / Composition Surface: 100% PVC. Substrate: 100% Polyester			
Width 54 inches minimum / Abrasion Resistance ASTM D4157 / ACT Coated 50K Wyzenbeek method			
>50,000 double rubs. / Wyzenbeek method >250,000 double rubs. 5-year guarantee.			
Flammability FMVSS 302, NFPA 130, Docket 90A / Light Fastness 650 hours (CFFA-2-C1)			
Fastness to crocking AATCC-8 (Dry: 4, Wet: 4)			
water-based cleaning agent, such as mild detergent or non-solvent upholstery shampoo product.			
Guarantee 5 years.			
Pace Response:			
See revised Exhibit D, Section 9.7.			

IFB No. 419986	Request #: <u>81</u>		
Solicitation Ref: <u>Exhibit D</u>	Page: <u>27</u>	Section: <u>TS 9.8 Operator Seat</u>	
Questions/Clarification or Approved Equal:			
3 weeks ago, Pace approved the use of Docket 90 for seating materials- foam and upholstery for the			
current coach bus bid. Docket 90 is the same level of flammability protection used across CTA buses.			
The specification states that materials DO NOT need to meet Docket 90. Please require Docket 90 for bus			
seating materials so that all passengers are afforded the same level of safety.			
Pace Response:			
See revised Exhibit D, Section 9.7.			

IFB No. 419986	Request #: <u>82</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>27</u>	Section: <u>TS 9.8 Operator Seat</u>
Questions/Clarification or Approved Equal:		
To create a competitive bid for upholstery, please approved the use of Camira Trail and or Track with the following specification:		
Camira requested product for approval: Specification for Camira Track or Trail		
Application: Mass Transportation Seating / Composition: 100% Trevira® CS Flame Retardant Polyester		
Anti-Stain, Anti-Bacterial, Anti-Fungal with protective application / Width 54 inches minimum		
Weight 15 ¾ oz/sq. yd +/- 5% / Pattern repeat Width: 6.7 inches, Length: 7 inches / Abrasion Resistance		
ASTM D4157 Wyzenbeek method, Heavy Duty Upholstery Independently certified to >100,000 double rubs. Covered by a full and comprehensive 5-year guarantee		
Flammability: FMVSS 302 NFPA 130 (rail seating) Docket 90A (bus seating)		
Light fastness AATCC-16 (40 hours) Class 4 / Fastness to crocking AATCC-8 (Dry: 4, Wet: 3)		
Cleaning Vacuum regularly. Wipe clean with a damp cloth or shampoo. Removable covers: washable to 140 degrees Fahrenheit. Guarantee 5 Years.		
Pace Response:		
See revised Exhibit D, Section 9.7 and 9.8.		

IFB No. 419986	Request #: <u>83</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>27</u>	Section: <u>TS 9.8 Operator Seat</u>
Questions/Clarification or Approved Equal:			
To create a competitive bid for upholstery, please approved the use of Camira Rhino with the following specification:			
Camira requested product for approval: Specification for Camira Rhino			
Application: Mass Transportation Seating / Composition Surface: 100% PVC. Substrate: 100% Polyester			
Width 54 inches minimum / Abrasion Resistance ASTM D4157 / ACT Coated 50K Wyzenbeek method			
>50,000 double rubs. / Wyzenbeek method >250,000 double rubs. 5-year guarantee.			
Flammability FMVSS 302, NFPA 130, Docket 90A / Light Fastness 650 hours (CFFA-2-C1)			
Fastness to crocking AATCC-8 (Dry: 4, Wet: 4)			
water-based cleaning agent, such as mild detergent or non-solvent upholstery shampoo product.			
Guarantee 5 years.			
Pace Response:			
See revised Exhibit D, Sections 9.7 and 9.8.			

RESPONSES TO REQUESTS FOR CHANGE OR APPROVED EQUAL

IFB No. 419986	Request #: <u> 1 </u>		
Solicitation Ref: Exhibit F <u> </u>	Page: 3 <u> </u>	Section: <u> 2.0 </u>	
Questions/Clarification or Approved Equal:			
Please verify that the bidder is not required to have a physical location within the vicinity of Pace’s facility to perform warranty repair or defect remediation and that a designated representative is suitable for these repairs.			
Pace Response:			
Clarification as requested.			
The bidders are required to have an authorized dealer or service center with personnel who are factory trained and capable of performing repairs to the bus manufacturer parts / portions / components of the vehicle. Those parts installed by and or manufactured by the bus body builder.			

IFB No. 419986	Request #: <u> 2 </u>		
Solicitation Ref: Exhibit A <u> </u>	Page: 1-2 <u> </u>	Section: <u> 3 </u> & <u> 7 </u>	
Questions/Clarification or Approved Equal:			
We respectfully request a 14-day minimum extension to the Bid Due Date. Due to the Covid situation,			
many production facilities and vendors are still on furloughs or operating with decreased staff. Responses			
have been slower than normal and with the amount of technical data needed for this bid, we'd like to			
ensure we have accurate information.			
Depending on the answers received from Pace, we also respectfully request a 14-day extension to the			
Question Deadline. Initial response from Pace may require additional clarifications by Pace after the			
original 5/26/20 deadline.			
Pace Response:			
The RFA/Question deadline is extended to July 17, 2020 at 2:00pm CDT.			
The bid opening date (due date) is extended to August 11, 2020 at 2:00pm CDT.			

IFB No. 419986	Request #: <u> 3 </u>	
Solicitation Ref: Exhibit C <u> </u>	Page: 3 & 7 <u> </u>	Section: 5.0.a.1. & 9.0
Questions/Clarification or Approved Equal:		
Section 5.0.a.1 requires license plates to be delivered on the vehicle while Section 9.0 requires		
“documents for registering the vehicle in Illinois”. Please verify that copies of the registration paperwork		
are sufficient for Pace due to the originals being required in order to obtain the license plates and		
subsequent titles for each vehicle.		
Pace Response:		
Clarification as requested.		
Copies will meet the requirement.		

IFB No. 419986	Request #: <u> 4 </u>	
Solicitation Ref: Exhibit E <u> </u>	Page: 5 <u> </u>	Section: 3.2 <u> </u>
Questions/Clarification or Approved Equal:		
“Resident Inspector” –		
Please clarify if the Resident Inspector will be present at the factory through the entire build.		
Are the Pre-Delivery tests that must be witnessed by Resident Inspector required to be done prior to bus leaving the factory? If not at the factory, where should the Pre-Delivery tests take place?		
Is Resident Inspector’s approval required prior to a bus being released from the factory or is Contractor’s approval sufficient?		
If buses are approved by Resident Inspector at the factory (indicating bus was built within factory & Pace tolerances), who determines the items that constitute “non-acceptance” of a bus once it’s delivered to the Pace facility? Example: If a window screw is determined to be slightly crooked but was accepted at the factory, is the bus rejected by Pace until screw is replaced at Pace’s facility?		
Pace Response:		
Clarification as requested.		
Yes, there will be a contracted inspector at the factory through the entire build.		
Yes, there are pre delivery test that must be witnessed by the contract inspector.		
Pace contract inspector is required to approve release of bus for delivery to Pace.		
Non acceptance is determined by Pace staff at time of delivery.		
Yes, replacement of the missing screw would be required before acceptance.		

IFB No. 419986	Request #: 5 _____		
Solicitation Ref: Exhibit A _____	Page: 1-2 _____	Section: 6.a., 6.c., 6.d. _____	
Questions/Clarification or Approved Equal:			
We respectfully request that “90 calendar days after Pace has issued the Purchase Order” for Pilot bus delivery be changed to “180 calendar days”. With the current Covid situation, we’re experiencing longer than normal/expected supply chain delays – from chassis to components to paperwork. Changing the date would allow for fluctuations within the scheduling without requiring extensive paperwork to change documentation.			
Subsequently, we respectfully request that “60 calendar days” be changed to “90-120 calendar days” in Sections 6.c. and 6.d. for same reasons as above. Timely production and deliveries are of utmost importance and will be expedited at every opportunity. The date changes will help allow for adjustments without the need for contract changes mid-build.			
Pace Response:			
Denied. Any changes to the current times stated shall be by change order authorized by Pace’s Chief Procurement Officer.			

IFB No. 419986	Request #: 6 _____		
Solicitation Ref: Exhibit D _____	Page: 12 _____	Section: 8.9 _____	
Questions/Clarification or Approved Equal:			
Requirement for Stainless Steel stepwell - We respectfully request approval for a stepwell constructed			
of Nidacore and Hardwire reinforced fiberglass that is securely fastened to the floor and sidewall			
substructure. It is deflection tested and permanently resistant to corrosion and deterioration and has			
passed all Altoona and necessary FMVSS testing.			
Pace Response:			
Clarification as requested.			
The stepwell as described above will be accepted.			

IFB No. 419986	Request #: 7 _____	Bidder:	
Solicitation Ref: Exhibit D _____		Page: 12 _____	Section: 8.9 _____
Questions/Clarification or Approved Equal:			
Requirement for first step less than 10.5” – Please accept a 12-inch ground-to-first-step height.			
Pace Response:			
Denied. Pace has a fleet of buses where the manufacturers have been able to comply with this requirement which is required for the safety and comfort of our customers.			

IFB No. 419986	Request #: 8 _____		
Solicitation Ref: Exhibit D _____	Page: 14-15 _____	Section: 8.16 _____	
Questions/Clarification or Approved Equal:			
Decals –			
Please clarify if all exterior decals are to be reflective vinyl, including the roof decals.			
Please clarify if the interior fleet number is to be reflective vinyl.			
Please clarify the dimensions of the “Asset control bar code & fleet number” aluminum plate (for pricing purposes).			
Pace Response:			
Clarification as requested.			
All decals including the roof decals must be reflective vinyl.			
The interior fleet number decals must be reflective.			
The size of the asset control is 0.75” x 2.0”			

IFB No. 419986	Request #: 9 _____		
Solicitation Ref: Exhibit D _____	Page: 16 _____	Section: 8.17 _____	
Questions/Clarification or Approved Equal:			
Window glazing – Please verify that OEM tint on driver and/or passenger entry door windows is acceptable.			
Pace Response:			
Clarification as requested.			
The chassis manufacturer standard tint for the windshield and the driver's door is acceptable.			

IFB No. 419986	Request #: 10_____		
Solicitation Ref: Exhibit D _____	Page: 18_____	Section: 8.18_____	
Questions/Clarification or Approved Equal:			
Exterior weather proofed switch for passenger entry door – Please clarify if switch should be a key-lock or toggle switch type.			
Pace Response:			
Clarification as requested.			
The exterior passenger entry door switch may be a heavy duty weather proofed toggle or push button type switch.			

IFB No. 419986	Request #: 11_____		
Solicitation Ref: Exhibit D _____		Page: 19_____	Section: 9.1_____
Questions/Clarification or Approved Equal:			
FASTENING – “Fasteners must have a bright metal finish” – Please accept color-coordinated crosshead			
screws in addition to bright metal finish fasteners as utilized by the bus manufacturers standard			
procedures.			
Pace Response:			
Clarification as requested.			
Color-coordinated crosshead screws in addition to bright metal finish fasteners will be accepted.			

IFB No. 419986	Request #: 12_____		
Solicitation Ref: Exhibit D _____	Page: 21_____	Section: 9.3_____	
Questions/Clarification or Approved Equal:			
Barrier Panels – Please clarify if the barrier extending from 12-inches above the floor to the juncture with the ceiling should be one singular panel.			
If a singular panel, should it be translucent or opaque?			
If two panels, is a smoked plexiglass panel from mid-height to ceiling acceptable? Modesty panel would be from mid-height down to 12-inches above the floor.			
Pace Response:			
Clarification as requested.			
Barrier may be made up from multiple panels.			
Upper panels are to be translucent. Lower panels are to be solid.			

IFB No. 419986	Request #: 13_____		
Solicitation Ref: Exhibit D _____	Page: 23_____	Section: 9.5_____	
Questions/Clarification or Approved Equal:			
Passenger Assists at seat backs – Please accept Anti-Vandal grab handles at seat backs in lieu of stainless steel tubing. These are the industry standard for the seats.			
Are the seat back grabs required to be yellow? If so, please accept yellow Anti-Vandal grab handles per above.			
Pace Response:			
Clarification as requested.			
Seat back grabs are to be molded plastic firmly attached into the seat back at the top.			

IFB No. 419986	Request #: 14_____		
Solicitation Ref: Exhibit D _____	Page: 23_____	Section: 9.5_____	
Questions/Clarification or Approved Equal:			
“Doorway assist for the driver” – Please clarify if this “interior or exterior mounted assist” should be			
in a location near the OEM driver’s door (ie. A or B pillar) or if it’s desired in the passenger entry			
Vestibule.			
Pace Response:			
Clarification as requested.			
When a chassis manufacturer installs an assist on the A pillar as their normal process then this will be			
accepted.			
When this is not the case the bus manufacture shall install an assist at the exterior of the B pillar.			

IFB No. 419986	Request #: 15 _____		
Solicitation Ref: Exhibit D _____	Page: 27-28 _____	Section: 10.3 _____	
Questions/Clarification or Approved Equal:			
Storage Locker – Please clarify if a key lock is required.			
Pace Response:			
Clarification as requested.			
No key lock is required.			

IFB No. 419986	Request #: 16_____		
Solicitation Ref: Exhibit D _____	Page: 28_____	Section: 10.4_____	
Questions/Clarification or Approved Equal:			
Registration Holder – Please provide a photo of the desired product as reference for sourcing.			
Should this item be installed (please provide location, if so) or shipped loose for Pace to install?			
Pace Response:			
Clarification as requested.			
Web search Truck-lite 97960 and the information is readily available.			
Ship loose for Pace installation.			

IFB No. 419986	Request #: 17_____	
Solicitation Ref: Exhibit D _____	Page: 28_____	Section: 10.6_____
Questions/Clarification or Approved Equal:		
"Pace Farebox Security Bracket" -		
Is the contractor to install this bracket? If so, is it a Pace-supplied item or contractor-sourced?		
Pace Response:		
Clarification as requested.		
The contractor is to drill one hole in a stanchion. Location will be determined by Pace on the pilot bus.		
Pace will install the farebox bracket after delivery. The Contractor is not required to provide the		
fareboxes.		

IFB No. 419986	Request #: 18 _____		
Solicitation Ref: Exhibit D _____	Page: 28 (& 9) _____	Section: 10.7 (& 7.5) _____	
Questions/Clarification or Approved Equal:			
Exterior mirrors -			
Please accept “shiny” stainless steel mirror arms acceptable if polished or brushed stainless steel arms are not available. TS 7.5 (pg. 9) requires polished or brushed stainless on Contractor-installed items.			
Please clarify if “fully adjustable” manually operated exterior mirrors are acceptable.			
Pace Response:			
Clarification as requested.			
Either polished or brushed stainless steel will be accepted			
Pace will accept manually adjusted exterior mirrors.			

IFB No. 419986	Request #: 19_____	
Solicitation Ref: Exhibit D _____	Page: 35_____	Section: 12.7_____
Questions/Clarification or Approved Equal:		
Battery tray specifications – Please accept a Stainless Steel battery tray on zinc sliding tracks in lieu of stainless steel tracks. The zinc slides are less prone to operation issues than stainless slides and have tested equally as well (and often better than) stainless slides in actual operation situations. Lifecycles for the zinc slides are equal to or better than stainless slides as well.		
Pace Response:		
Clarification as requested.		
Zinc slides shall be accepted.		

IFB No. 419986	Request #: 20_____		
Solicitation Ref: Exhibit D _____	Page: 35_____	Section: 12.9_____	
Questions/Clarification or Approved Equal:			
Passenger Power Outlets – Should (1) USB device charging port also be provided at each foldaway seat or only at ambulatory/stationary doubles?			
Pace Response:			
Clarification as requested.			
A fused, securely mounted USB charging device shall be provided at each passenger seat.			

IFB No. 419986	Request #: 21 _____		
Solicitation Ref: Exhibit D _____	Page: 28 _____	Section: 13.2.1 _____	
Questions/Clarification or Approved Equal:			
Rear Exterior Lighting – (6) Stop Lamps spec -			
Please approve five (5) Stop Lamps on rear cap including Center Mount Brake Light, with (4) doubling as			
marker lamps. This would match the current rear-light layout of the photo reference in Exhibit D,			
Attachment 1.			
Pace Response:			
Clarification as requested.			
Approved.			

IFB No. 419986	Request #: 22_____		
Solicitation Ref: Exhibit D _____	Page: 42-43_____	Section: 13.8_____	
Questions/Clarification or Approved Equal:			
Roof hatch – Please verify that the exterior decal illustrating hatch operation should be photoluminescent.			
Pace Response:			
Clarification as requested.			
The exterior decal illustrating hatch operation NEED NOT BE photoluminescent, only the interior instruction decal.			

IFB No. 419986	Request #: 23_____		
Solicitation Ref: Exhibit D _____	Page: 43-46_____	Section: 14.0_____	
Questions/Clarification or Approved Equal:			
Event recorder system – Please indicate the preferred/recommended vendor to allow consistency			
between bidders’ submittals.			
Pace Response:			
Clarification as requested.			
Luminator / Apollo is currently installed on most Pace buses.			

IFB No. 419986	Request #: 24_____		
Solicitation Ref: Exhibit D _____		Page: 46_____	Section: 15.0_____
Questions/Clarification or Approved Equal:			
Forward Collision Avoidance – Please make this a requirement for the bid specs or add as an Item on Exhibit A so pricing can be noted separately. This will allow consistency between bidders submittals.			
Pace Response:			
See the revised Exhibit D, Section 15.0.			

IFB No. 419986	Request #: 25_____		
Solicitation Ref: Exhibit A_____	Page: 9_____	Section: Unit Price	
Questions/Clarification or Approved Equal:			
Please verify that Contractor should include the cost of tax (if applicable), tag, title, and registration			
in the Unit Price for each vehicle.			
Please indicate if Pace is a taxable entity for the purposes of figuring costs.			
Pace Response:			
Yes, “all other charges must be included in the Bid Price.” (Exhibit A)			
Pace, as a public body, is exempt from taxes. Pace’s Tax Exempt Certification will be provided to the awarded Contractor.			

IFB No. 419986	Request #: 26		
Solicitation Ref: Exhibit D		Page: 17	Section: TS 8.17 – 3. Emergency Exit
Questions/Clarification or Approved Equal:			
Clarify if the written test report of the certification from the window manufacturer should be delivered to Pace upon contract award, with Pilot unit delivery, or otherwise.			
Pace Response:			
Clarification as requested.			
Test report due with pilot bus at time of review.			

IFB No. 419986	Request #: 27	
Solicitation Ref: D	Page: 22	Section: TS 9.4 Floor
Questions/Clarification or Approved Equal:		
Floor covering in the vestibule is specified Gray. Please clarify if the floor covering in the passenger area should also be gray to match.		
Pace Response:		
Clarification as requested.		
All floor covering shall be a gray selected by Pace during the pre-production process.		

IFB No. 419986	Request #: 28		
Solicitation Ref: D		Page: _____	Section: TS 16.0 Driver Barrier
Questions/Clarification or Approved Equal:			
3. & 4. Please clarify if a barrier consisting of rear and inboard (i.e. aisle side at the vestibule) driver protection is acceptable to encapsulate the driver's area.			
13. & 15. #13 requires "clear and transparent material" while #15 requires "a scratch resistant coating or other mechanism to minimize scratches". Please clarify if a lightly tinted safety film can be added to the barrier panels as a scratch resistant and/or glare reducing mechanism.			
Pace Response:			
Clarification as requested.			
The operator shall be fully surrounded. This may or may not utilize a previously designed barrier as a part of the design. It is up to the bus manufacturer to complete accomplish the requirement.			
As the barrier will most likely be between the operator and the curbside glass any tint in this area can be no darker that the standard windshield tint.			

IFB No. 419986	Request #: 29		
Solicitation Ref: Exhibit D	Page: 11	Section: TS 8.4.1 Bike Rack	
Questions/Clarification or Approved Equal:			
<p>Amendment 2 changed the mounting of the bike rack to the rear. Per Sport Works, "Unfortunately, the only way a rack can be installed on the front of a new 2021 Ford is to disable the collision avoidance system. We've tried to work with Ford on this, but the conclusion on both sides is that that are not compatible". Sport Works doesn't offer a rear rack option, and here's a bit of info regarding it: Sport Works 2 & 3 Position Bike Racks are designed and manufactured for front of bus mounting. All of our maintenance, install instructions, and operations of the bike racks are specific to installing on the front of a commercial bus.</p>			
<p>There's several safety issues/concerns and not to mention theft of installing a bike rack on the rear of a bus.</p> <p>First, when a rider is loading and unloading their bike, the driver of the bus can visually see them and know when the rider is done in order to proceed on route. Having a rear install makes this impossible.</p> <p>Second, because of the motion of the rear of the bus, it tends to bounce and sway more than the front. If a bus hits a large bump or has to swerve, this could cause the bike to fall out of the rack and cause an accident or injure a pedestrian- the driver wouldn't even know anything happened.</p>			
Rear mounted bike racks really need to have wheel retention for both the front and back wheels of the bicycle- ours only has the front retention.			
Request Pace provide an Alternative bike rack.			
Pace Response:			
Clarification as requested.			
The bike rack has been removed from this procurement.			

IFB No. 419986	Request #: 30		
Solicitation Ref: Exhibit D	Page: 12	Section: TS 8.9 Steps and Stepwells	
Questions/Clarification or Approved Equal:			
Amendment 2 added that “The Chassis manufacturers running board is required,”			
For clarification, the Ford OEM running board extends past the “B” and interferes with the body installation and cannot be used.			
See Attached picture showing this area of concern.			
The specification still allows the use of a non-Ford OEM running board however the requirement still specifies that the running board continue a minimum of 12” aft of the driver’s door opening.			
Request approved equal that the running board extend as far as possible aft the door opening in lieu of 12” aft of the door opening.			
Pace Response:			
Clarification as requested.			
The running board as described above and shown in the picture refenced is accepted.			



IFB No. 419986	Request #: 31		
Solicitation Ref: Exhibit F		Page: 1	Section: 1.1.2 Complete Bus
Questions/Clarification or Approved Equal:			
Addendum #2 removed specific components and subsystems.			
However this section still remains in conflict with sections 1.1.3, 1.1.4, and 1.1.5.			
Requested approved equal to change section to 1.1.2 Chassis and to read as follows:			
The chassis shall be warranted to be free from Defects and Related Defects for three years or 36,000 miles, whichever comes first, beginning on the date of revenue service but no longer than 15 days after acceptance under “Inspection, Testing and Acceptance.”			
Last sentence remains the same.			
Sections 1.1.3, 1.1.4, and 1.1.5 remain the same.			
Pace Response:			
Clarification as requested.			
The referenced section has been revised.			
The chassis shall be warranted to be free from Defects and Related Defects for three years or 36,000 miles, whichever comes first, beginning on the date of revenue service but no longer than 15 days after acceptance under “Inspection, Testing and Acceptance.”			

IFB No. 419986	Request #: 32		
Solicitation Ref: Exhibit D		Page: 24-27	Section: TS 9.7 Passenger Seats
Questions/Clarification or Approved Equal:			
Would it be possible for Pace to provide a photo, or drawing of their current floorplan, or a floorplan that adequately meets specifications? Or, please clarify why the five single fixed passenger seats in a			
row against the back wall are not acceptable per Pace’s round 1 response (Addendum No. 2, Request #71)			
Is Pace saying, these five single seats need to flip up? Please clarify.			
Foldaway seats, flip seats and stationary single fixed seats vary in cost to the manufacturer so it is			
important to clearly understand Pace’s intent for pricing purposes before bids are due.			
Pace Response:			
Clarification as requested.			
Current seating has no bearing on this project.			
At the rear wall the seats may consist of two passenger forward facing stationary or fold up as required in order to access securement for the passengers using mobility devices.			

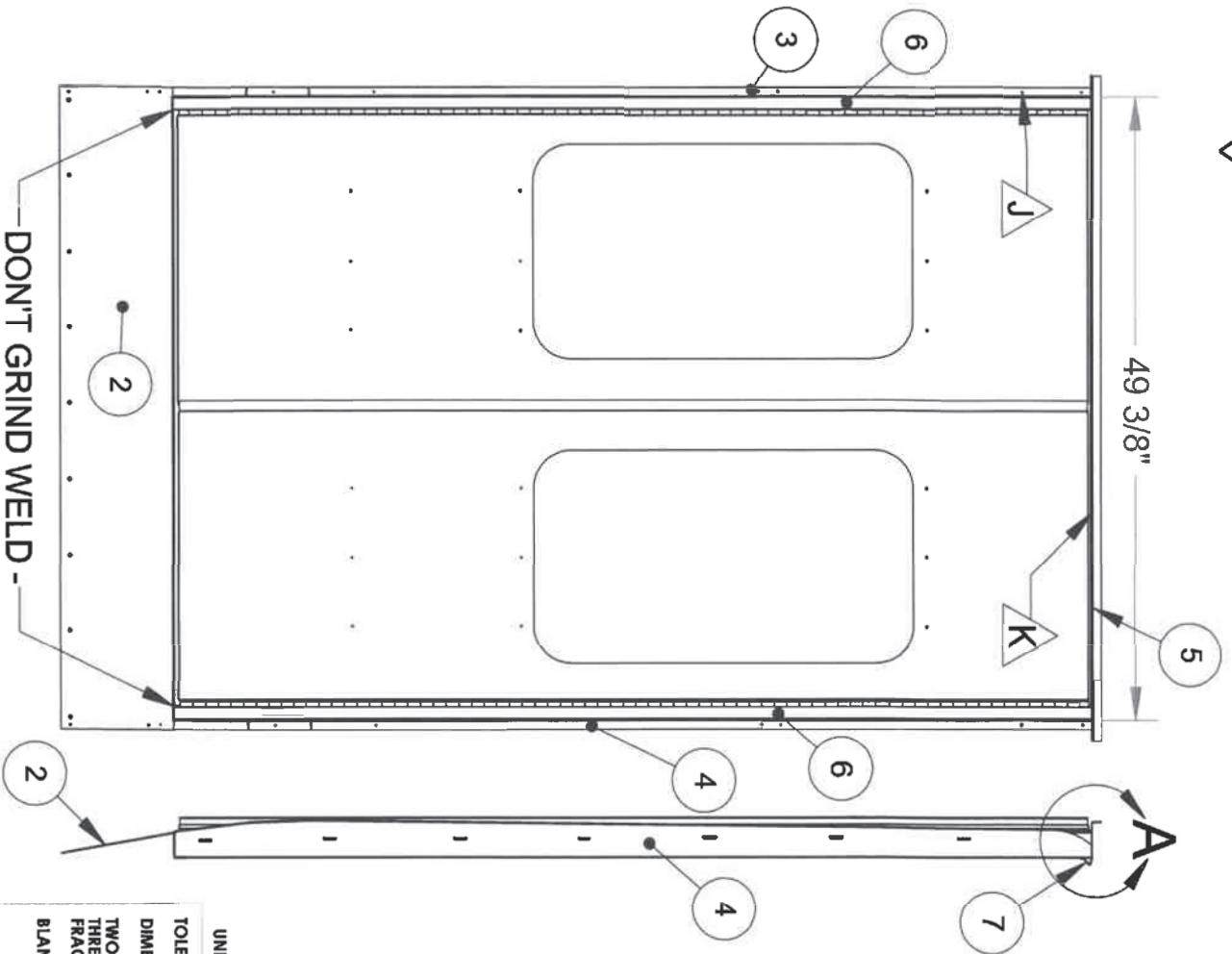
IFB No. 419986	Request #: 33		
Solicitation Ref: Exhibit D		Page: 11	Section: TS 8.4.1 Bike Rack
Questions/Clarification or Approved Equal:			
In response to Pace’s Addendum 2 for change to a rear bumper mounted Sportworks stainless steel			
Apex 2 two bicycle bike rack option, we asked Sportworks for a revised quote. See excerpts from			
Sportworks response for request for quote.			
“Sportworks 2 & 3 Position Bike Racks are designed and manufactured for front of bus mounting. All			
of our maintenance, install instructions, and operations of the bike racks are specific to installing on			
the front of a commercial bus. There’s several safety issues/concerns and not to mention theft of			
installing a bike rack on the rear of a bus. Rear mounted bike racks really need to have wheel			
retention for both the front and back wheels of the bicycle- ours only has the front retention.			
If you choose to install Sportworks bike racks on the rear of the vehicle, since it is out of our scope of			
our standards, the warranty becomes null & void.”			
We also spoke with BykRak and they gave a similar response. They will sell their racks but will			
assume no liability or responsibility for a rear bumper mount installation.			
As a result, we cannot offer a rear bumper mounted bike rack, since it will not be supported by OEM.			
We can either offer the specified bike rack on the front bumper without the collision avoidance			
system or perhaps Pace can specify a different bike rack that is designed for a rear bumper mount.			
Pace Response:			
Clarification as requested.			
The bike rack has been removed from this procurement.			

IFB No. 419986	Request #: 34		
Solicitation Ref: Exhibit D	Page: 18	Section: TS 8.18 Materials	
Questions/Clarification or Approved Equal:			
Per Pace’s response to our Lift door question during round 1, we’ve attached structural drawings and			
process documents for our standard lift door. This door is in service by large urban transit authorities			
throughout the Northeast without problem.			
Pace Response:			
Clarification as requested.			
Pace accepts the proposed doors.			

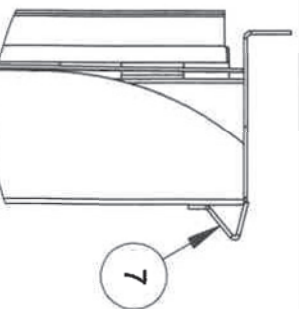


- CRITICAL

49 3/8"



REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
1	WAS AUTOCAD	07/02/10	RAF
J	ADDED HOLES	9/24/2012	SRH
K	REVISED DESIGN / 2614123	8/8/2017	EHI68



DETAIL A
SCALE 1 : 3

NOTE: USE 2614614 TO LOCATE 2614611

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
2	2614178	HDCP FLAT FLOOR BOTTOM SILL	1
3	2614176	HDCP FLAT FLOOR REAR JAMB	1
4	2614175	HDCP FLAT FLOOR FRONT JAMB	1
5	2614123	TOP HDCP FLAT FLOOR SILL	1
6	2614177	TUBE - 72 1/2"	2
7	2614611	H/C DOOR TOP ROD KEEPER EXP	1
8	2614181	REAR LEAF DOOR	1
9	2614180	FRONT LEAF LIFT DOOR	1



Coach & Equipment Mfg. Corp.

DRAWING NAME

H/C DBLE DOOR & FRAME ASSEMBLY

DRAWING NUMBER

2614174

REV

K

MATERIAL

FLAT FLOOR

DORMER

DRAWN BY

RAF

DIMENSIONS INCHES

1:24

DATE 07/02/10

SIZE

A

SCALE

1:24

SHEET 1 OF 1

UNLESS OTHERWISE SPECIFIED:
TOLERANCES:
DIMENSIONS ARE IN INCHES
TWO PLACE DECIMAL ± 01
THREE PLACE DECIMAL ± .005
FRACTIONAL ± 1/32
BLANK SIZES: < 12" = .030" (1/32")
> 12" = .060 (1/16")
ALL FORMED PCS. - .060" (1/16")
ANGULAR: BEND ± 1 DEG
DEBUR AND BREAK SHARP EDGES

5

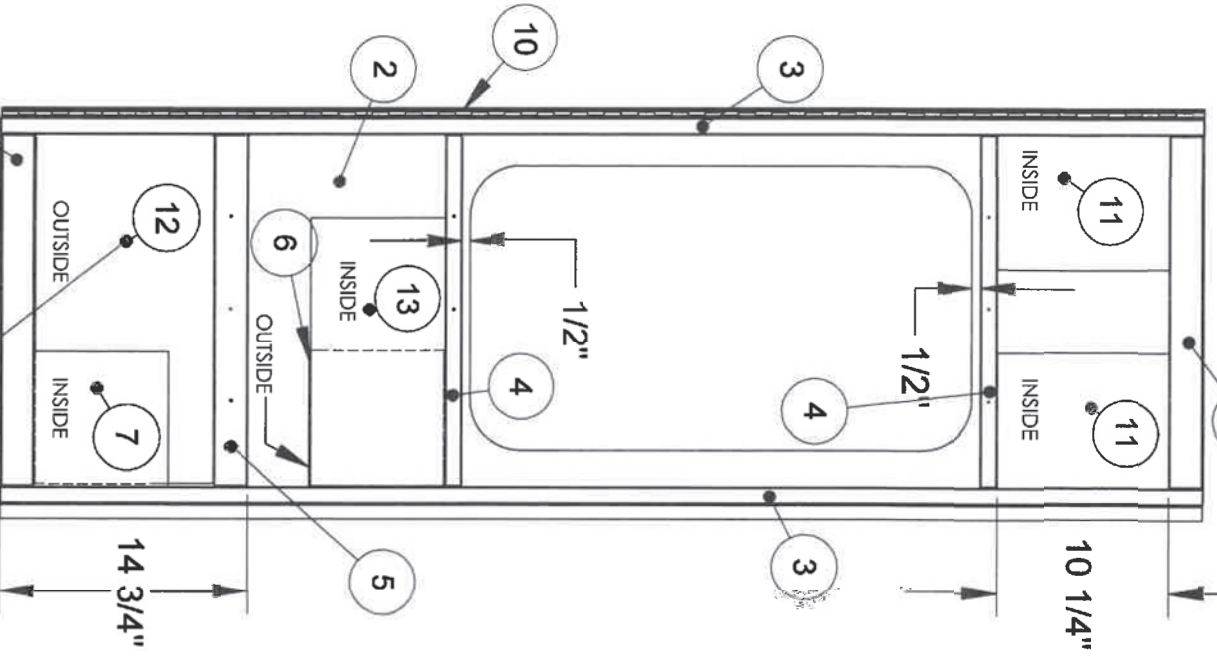
4

3

2

1

△ - CRITICAL



NOTE: THIS AREA BETWEEN TUBES IS A PLATE

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
K	WAS AUTOCAD	07/01/10	RAF
L	WAS 2611270	1/21/2014	SRH
M	CORRECTED PLATE VERBIAGE	1/30/2014	SRH
N	CHANGED PLATE TO 8" X 16"	2/3/2014	SRH
O	Removed Monobolts And Drive rivets	11/29/2016	SG32
P	WAS 373, ADDED 9820	1/9/2017	EH4

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
2	2614182	FRONT HDCP DOOR PANEL EXT	1
3	2614183	TUBE - 71 3/4"	2
4	2614156	TUBE 20 7/8"	2
5	2614231	TUBE 20 7/8"	3
6	5614065	PLATE LOCK MT	1
7	2414099	PLATE 8" X 8"	1
8	2614159	PANEL INT	1
9	2614184	PANEL INT LOWER	1
10	2614185	HINGE - 71 3/4"	1
11	2614572	Plate 8" x 10 1/4"	2
12	2614593	PLATE HOLD-OPEN SUPPORT	1
13	2614651	PLATE 8" X 16"	1



Coach & Equipment Mfg. Corp.

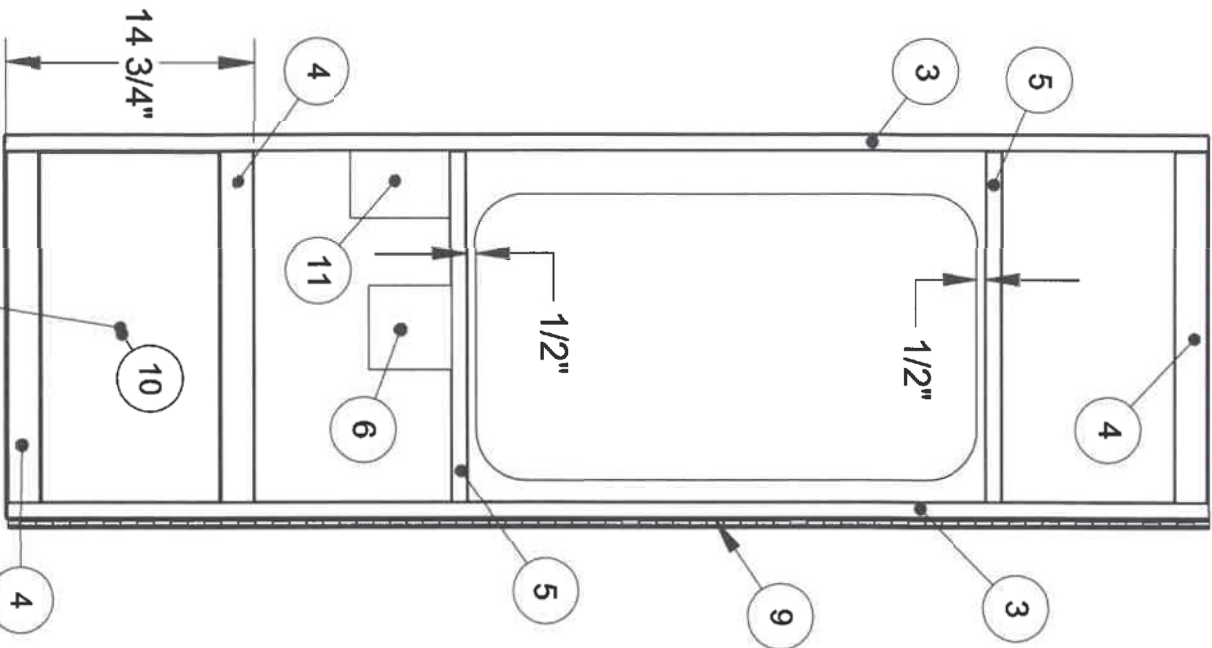
DRAWING NAME: FRONT LEAF LIFT DOOR
 DRAWING NUMBER: 2614180
 MATERIAL: FLAT FLOOR
 ASSEMBLY

UNLESS OTHERWISE SPECIFIED:
 TOLERANCES:
 DIMENSIONS ARE IN INCHES
 TWO PLACE DECIMAL ± .01
 THREE PLACE DECIMAL ± .005
 FRACTIONAL ± 1/32
 BLANK SIZES: < 12" = .030" (1/32")
 > 12" = .060" (1/16")
 ALL FORMED PCS. - .060" (1/16")
 ANGULAR: BEND ± 1 DEG
 DEBUR AND BREAK SHARP EDGES

DRAWN BY: RAF
 DATE: 07/01/10
 DIMENSIONS IN INCHES
 SCALE: 1:16
 SHEET: 1 OF 1



- CRITICAL



REVISIONS

REV.	DESCRIPTION	DATE	APPROVED
J	WAS AUTOCAD	07/01/10	RAF
K	Removed Monobolts And Driverivets	11/29/2016	SG32
L	WAS 373, ADDED 9820	1/9/2017	EH4

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
2	2614186	PANEL - EXT. LIFT DOOR REAR	1
3	2614183	TUBE - 71 3/4"	2
4	2614231	TUBE 20 7/8"	3
5	2614156	TUBE 20 7/8"	2
6	2614270	PLATE 5" X 5"	1
7	2614159	PANEL INT	1
8	2614184	PANEL INT LOWER	1
9	2614185	HINGE - 71 3/4"	1
10	2614593	PLATE HOLD-OPEN SUPPORT	1
11	2414100	PLATE 4" X 6"	1



Coach & Equipment Mfg. Corp.

DRAWING NAME

REAR LEAF DOOR

DRAWING NUMBER

2614181

REV

L

MATERIAL

FLAT FLOOR

ASSEMBLY

DRAWN BY

RAF

DIMENSIONS INCHES

DATE 07/01/10

SIZE

A

SCALE

1:16

SHEET

1 OF 1

UNLESS OTHERWISE SPECIFIED:

TOLERANCES:

DIMENSIONS ARE IN INCHES

TWO PLACE DECIMAL ± .01

THREE PLACE DECIMAL ± .005

FRACTIONAL ± 1/32

BLANK SIZES: < 12" = .030" (1/32")

> 12" = .060 (1/16")

ALL FORMED PCS. - .060" (1/16")

ANGULAR: BEND ± 1 DEG
DEBUR AND BREAK SHARP EDGES

NOTE: AREA BETWEEN TUBES IS A PLATE

5

4

3

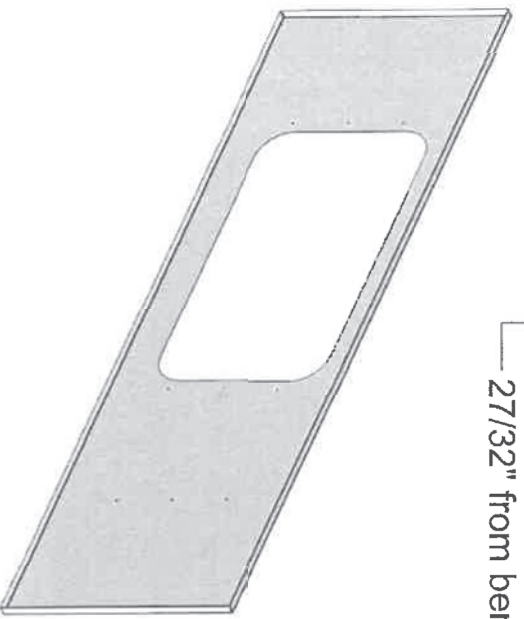
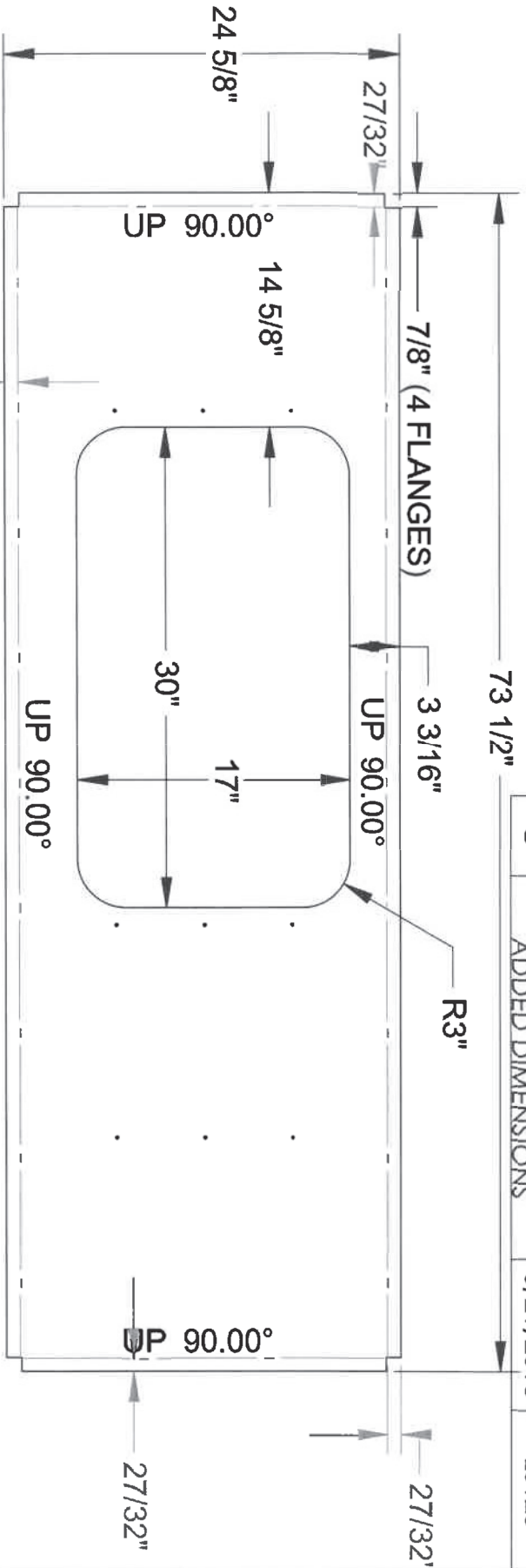
2

1



- CRITICAL

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
D	CONVERTED TO SW	6/22/2009	JBM
E	FIXED DIMENSIONS	10/26/10	RAF
F	Remove Monopilot Holes	11/15/2016	SG 32
G	FIXED BEND LINES AND ADDED DIMENSIONS	6/21/2018	EJ125



UNLESS OTHERWISE SPECIFIED:

TOLERANCES:
DIMENSIONS ARE IN INCHES
TWO PLACE DECIMAL ± .01
THREE PLACE DECIMAL ± .005
FRACTIONAL ± 1/32

BLANK SIZES: < 12" = .030" (1/32")
> 12" = .060 (1/16")

ALL FORMED PCS. - .060" (1/16")
ANGULAR: BEND ± 1 DEG
DEBUR AND BREAK SHARP EDGES

Coach & Equipment Mfg. Corp.

DRAWING NAME
PANEL - EXT. LIFT DOOR REAR

DRAWING NUMBER
2614186

MATERIAL
6110 22GA. 24 5/8" 73 1/2"

DRAWN BY
JBM
DIMENSIONS INCHES
SCALE 1:16
DATE 6/22/2009
SHEET 1 OF 1

DOOR

<i>WkStn</i>	<i>Description</i>	<i>Est. Time</i>	<i>Document</i>	<i>Fixture</i>	<i>Picture</i>
08	INSTALL LIFT DOOR ASSEMBLY	10			
08	INSTALL DOOR:	10			
	◆ >Inspect corners of frame for over hanging edges <i>Uneven edges must be ground down until smooth</i>				(embed)
	>Door with DORMER - Apply 1/8" x 3/4" butyl Tape to top corner of the frame on each side				(embed)
	>Apply a 3/8" bead of sealant on the flange on each side (complete length) of the door frame <i>Ensure sealant is on butyl tape at the top corners</i>				(embed)
	>Apply a 3/8" bead of sealant at opening of bus on floor and skirt				(embed)
	>Place door in the frame opening using door lifter				(embed)
	ⓘ >Drill holes (3) on each side of door frame and secure with process rivets				(embed)
	ⓘ >If there is an excessive gap between the door frame and body, temporarily insert a screw at the position of the gap to draw frame closer to body				(embed)
	>Door with DORMER - Secure each upper corner of the frame with process rivets				(embed)
	ⓘ >Drill 1/4" holes in existing holes on bottom of door frame and secure with body bolts <i>Enusre holes DO NOT line up with cross members before drilling</i>				(embed)
	>Inspect and verify lift door clearance in the door frame				
09	APPLY PROTECTIVE COVER TO DOOR BEFORE WELDING	2			
	ⓘ >METROLITES - Weld top door frame tube, drill 4 holes, secure with screws and caulk				
11A	VERIFY DOOR TYPE AND "HOLD OPEN" STYLE PER SPECIFIED OPTION	2			
	<i>1. Double or Single Leaf</i>				
22B	COMPLETE & DETAIL DOOR APPLICATION	0			
	<i>Use Black Degaseal Caulk</i>				
	◆ >Clean metal shavings from under seal <i>Wipe with 50-5</i>				
	◆ >Caulk Seam at Door Sill				
	◆ >Fill gaps at both ends of door sill with caulk				
	◆ >Paint Rod Keeper Cut out in Floor Black				
	◆ >Seal Rubber Window End Seams				
	◆ >Seal Cable Pass Thru Holes in Floor				
24	PREP DOOR FOR PAINTING	60	2471515		
27	PRIME & PAINT LIFT DOOR	30	2471692		
	<i>C&E fabricated parts must be checked for minimum mil thickness / 3.0-4.</i>				
33	FIT AND WELD LIFT DOOR FRAME	18			
33	FIT AND WELD LIFT DOOR	30			
39	HANG LIFT DOOR	15			
	>Secure Frame in Jig				(embed)
	>Secure Spacer Blocks on sides of Frame				(embed)
	>Secure Spacer Plates on bottom sill of Frame				(embed)
	>Put Door(s) in Frame; check space at top with Spacer Keys				(embed)
	>Attach Door(s) into Frame				
	>Recheck Door(s) after installation				(embed)

PROCESS DOCUMENT: FRONT WHEELCHAIR LIFT DOOR

Rev: 16

WkStn	Description	Est. Time	Document	Fixture	Picture
39	ASSEMBLE DOOR INCLUDING GLASS & LOCK MECHANISM	70			
	<i>Wipe/clean grease, lube, etc. from all areas</i>				
	W Install Windows				
	>Review work order, obtain tools and needed items				
	◆ >Verify Stainless or Steel structure				
	ⓘ >Place and secure door on vertical lift door assembly fixture (7014337) so the door opens out			7014337	
	◆ >Identify with bus #, per SOP 753, on right side door jamb				
	◆ >Verify correct window rubber and locking rubber				
	>Inspect and insert window rubber (75000440) with the groove side facing out, ensuring tight against door, cut 1/4 long				
	<i>Seam must be at the bottom of the window!</i>				
	>Finish insertion of window rubber and temporarily seal joint together with tape				
	>Spray the complete outside and the bottom inside groove of the window rubber with 50-5 spray (8432)				
	◆ >Wearing gloves, install window with the safety decal to the bottom right corner, facing out				
	>Spray the outside groove of window rubber with 50-5 spray (8432) (ease of inserting locking rubber)				
	>Insert the locking rubber into the groove on window rubber, starting at the opposite side of the window rubber seal joint, cut 1/4 long				
	<i>Seam must be at the top of the window!</i>				
	◆ >Remove any tape, wipe off the door & frame, clean windows inside and outside to remove oil residue				
	W Measure, Cut & Install Foam Panels				
	<i>Wear cut resistant gloves when handling door frame and using knife</i>				
	>Peel plastic film if applicable				
	◆ >Apply vinyl marking tape on bottom and vertical edge of frame (protect from damage)				(embed)
	◆ >Scuff surface of kydex panel mounting area and the inner corners of the tubing (foam mounting area) with red steel wool pad				
	<i>Wipe scuffed areas with alcohol</i>				
	ⓘ >Bottom Panel - Apply adhesive caulk to the horizontal corners of the foam mounting area and the perimeter of interior plates that will contact the exterior skin				(embed)
	ⓘ >Top Panel - Apply adhesive caulk to the horizontal corners of the foam mounting area and the perimeter of interior plates that will contact the exterior skin				(embed)
	ⓘ >Measure, cut & install foam insulation panels (2) for the section below the window				(embed)
	>Top panel 1" foam				
	ⓘ >Measure, cut & install 1" foam insulation panel for the section above the window				(embed)
	W Prep & Mount Kydex Panels				
	>Using applicable templates per Kydex Panel Templates Chart, ID each panel with china marker				(embed)
	◆ >Scuff perimeter of the panel interior surface with red steel wool pad				(embed)
	◆ >Wipe entire interior surface of the panel with alcohol wipes				(embed)

DOOR

<i>WkStn</i>	<i>Description</i>	<i>Est. Time</i>	<i>Document</i>	<i>Fixture</i>	<i>Picture</i>
i	>Apply red backing 3M VHB double-stick tape (5962) on the vertical edges of the outside of each panel (peel edges of plastic film if applicable)				(embed)
i	>Apply pressure to the double stick tape with a roller				(embed)
i	>Apply adhesive caulk to the foam and frame for the lower panel				(embed)
i	>Position the bottom panel (below window) on the frame <i>Apply pressure on the panel with roller</i>				
◆	>Wipe off any excessive adhesive with rag and alcohol				
i	>Apply adhesive caulk to the foam and frame for the top panel (above window)				(embed)
i	>Position the top panel on the frame <i>Apply pressure on the panel with roller</i>				(embed)
◆	>Wipe off any excessive adhesive with rag and alcohol				
W	Drill Rod Guide and Handle Holes				
	>Position the top rod guide fixture on the door and drill #30 holes. Repeat for bottom rod			7014129	(embed)
	>Position 3-point lock handle fixture, drill 4 #30 holes (corners)			7014128	(embed)
	>Drill 1/4" pilot hole in center hole, remove the fixture				
	>Drill 7/8" hole in 1/4" pilot hole, drilling from each side of door				(embed)
	>Scrape all holes with joint knife to remove drill shavings/burrs				
W	Mount Rod Guides				
	>Mount top and bottom rod guides with the rod hole facing inside				
	>Install & secure applicable 3-point rod center case per work order				
◆	>Clear all metal filings with vacuum				
W	Mount & Secure Door Handle, Cut & Install Rods				
	<i>Reference Door Rod Drawing for Specific Lock Rod Length</i>				
	>Position & clamp door handle fixture, drill 2 - 19/64" holes then remove fixture			7014113	(embed)
	>Install 10/32" riv nuts (12073) into 19/64" holes				(embed)
◆	>Verify correct handle				
	>Mark & cut handle rod to length per specification chart				
	>Mount handle with rubber seal, while in closed position, secure with stainless steel screws (12074)				
◆	>Cut rods to length per rod specification list, grind off burrs & install with tension springs (9984)			7014354	
	>Lube the door handle (5242) with white lithium grease and slide on the red vinyl cover (8025)				
	>Mount and secure the handle to the unit with pin clips (6488) and spray lube the 3-point locks with white lithium grease				(embed)
◆	>Close door and visually verify correct rod length				
◆	>Move door to rack using door lifting arm				
◆	>Visually check all bonds for damage/defects				
	>On opening side of frame, tape 1 spacer each on top and bottom horizontal sills, 1 in middle of vertical sill & close door				(embed)
◆	>Identify with bus #, per SOP 753, place on outside of window				
	>Clean up and return tools				

IFB No. 419986	Request #: <u>35</u>		
Solicitation Ref: <u>Exhibit D</u>	Page: <u>26</u>	Section: <u>TS 9.7 Passenger Seating</u>	
Questions/Clarification or Approved Equal:			
Recently, Pace approved the use of Docket 90 for seating materials- foam and upholstery for the			
current coach bus bid. Docket 90 is the same level of flammability protection used across CTA buses.			
The specification states that materials DO NOT need to meet Docket 90. Please require Docket 90 for bus			
seating materials so that all passengers are afforded the same level of safety.			
Pace Response:			
Clarification as requested.			
Docket 90 is required since Addendum No. 2, under Exhibit D, TS 9.7.			

IFB No. 419986	Request #: <u>36</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>26</u>	Section: <u>TS 9.7 Passenger Seating</u>
Questions/Clarification or Approved Equal:		
To create a competitive bid for upholstery, please approved the use of Camira Trail and or Track with the following specification:		
Camira requested product for approval: Specification for Camira Track or Trail		
Application: Mass Transportation Seating / Composition: 100% Trevira® CS Flame Retardant Polyester		
Anti-Stain, Anti-Bacterial, Anti-Fungal with protective application / Width 54 inches minimum		
Weight 15 ¾ oz/sq. yd +/- 5% / Pattern repeat Width: 6.7 inches, Length: 7 inches / Abrasion Resistance		
ASTM D4157 Wyzenbeek method, Heavy Duty Upholstery Independently certified to >100,000 double rubs. Covered by a full and comprehensive 5-year guarantee		
Flammability: FMVSS 302 NFPA 130 (rail seating) Docket 90A (bus seating)		
Light fastness AATCC-16 (40 hours) Class 4 / Fastness to crocking AATCC-8 (Dry: 4, Wet: 3)		
Cleaning Vacuum regularly. Wipe clean with a damp cloth or shampoo. Removable covers: washable to 140 degrees Fahrenheit. Guarantee 5 Years.		
Pace Response:		
Clarification as requested.		
Pace requires a premium grade of vinyl covering. It is the bus manufacturer that will select the material to be used providing it complies with all FMVSS requirements and the requirements of the specification for this procurement.		

IFB No. 419986	Request #: <u>37</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>26</u>	Section: <u>TS 9.7 Passenger Seating</u>
Questions/Clarification or Approved Equal:		
To create a competitive bid for upholstery, please approved the use of Camira Rhino with the following specification:		
Camira requested product for approval: Specification for Camira Rhino		
Application: Mass Transportation Seating / Composition Surface: 100% PVC. Substrate: 100% Polyester		
Width 54 inches minimum / Abrasion Resistance ASTM D4157 / ACT Coated 50K Wyzenbeek method		
>50,000 double rubs. / Wyzenbeek method >250,000 double rubs. 5-year guarantee.		
Flammability FMVSS 302, NFPA 130, Docket 90A / Light Fastness 650 hours (CFFA-2-C1)		
Fastness to crocking AATCC-8 (Dry: 4, Wet: 4)		
water-based cleaning agent, such as mild detergent or non-solvent upholstery shampoo product.		
Guarantee 5 years.		
Pace Response:		
Clarification as requested.		
Pace requires a premium grade of vinyl covering. It is the bus manufacturer that will select the material to be used providing it complies with all FMVSS requirements and the requirements of the specification for this procurement.		

IFB No. 419986	Request #: <u>38</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>27</u>	Section: <u>TS 9.8 Operator Seat</u>
Questions/Clarification or Approved Equal:			
3 weeks ago, Pace approved the use of Docket 90 for seating materials- foam and upholstery for the current coach bus bid. Docket 90 is the same level of flammability protection used across CTA buses.			
The specification states that materials DO NOT need to meet Docket 90. Please require Docket 90 for bus seating materials so that all passengers are afforded the same level of safety.			
Pace Response:			
Clarification as requested.			
Docket 90 is required since Addendum No. 2, under Exhibit D, TS 9.7.			

IFB No. 419986	Request #: <u>39</u>		
Solicitation Ref: <u>Exhibit D</u>		Page: <u>27</u>	Section: <u>TS 9.8 Operator Seat</u>
Questions/Clarification or Approved Equal:			
To create a competitive bid for upholstery, please approved the use of Camira Trail and or Track with the following specification:			
Camira requested product for approval: Specification for Camira Track or Trail			
Application: Mass Transportation Seating / Composition: 100% Trevira® CS Flame Retardant Polyester			
Anti-Stain, Anti-Bacterial, Anti-Fungal with protective application / Width 54 inches minimum			
Weight 15 ¾ oz/sq. yd +/- 5% / Pattern repeat Width: 6.7 inches, Length: 7 inches / Abrasion Resistance			
ASTM D4157 Wyzenbeek method, Heavy Duty Upholstery Independently certified to >100,000 double rubs. Covered by a full and comprehensive 5-year guarantee			
Flammability: FMVSS 302 NFPA 130 (rail seating) Docket 90A (bus seating)			
Light fastness AATCC-16 (40 hours) Class 4 / Fastness to crocking AATCC-8 (Dry: 4, Wet: 3)			
Cleaning Vacuum regularly. Wipe clean with a damp cloth or shampoo. Removable covers: washable to 140 degrees Fahrenheit. Guarantee 5 Years.			
Pace Response:			
Clarification as requested.			
Pace requires a premium grade of vinyl covering. It is the bus manufacturer that will select the material to be used providing it complies with all FMVSS requirements and the requirements of the specification for this procurement.			

IFB No. 419986	Request #: <u>40</u>	
Solicitation Ref: <u>Exhibit D</u>	Page: <u>27</u>	Section: <u>TS 9.8 Operator Seat</u>
Questions/Clarification or Approved Equal:		
To create a competitive bid for upholstery, please approved the use of Camira Rhino with the following specification:		
Camira requested product for approval: Specification for Camira Rhino		
Application: Mass Transportation Seating / Composition Surface: 100% PVC. Substrate: 100% Polyester		
Width 54 inches minimum / Abrasion Resistance ASTM D4157 / ACT Coated 50K Wyzenbeek method		
>50,000 double rubs. / Wyzenbeek method >250,000 double rubs. 5-year guarantee.		
Flammability FMVSS 302, NFPA 130, Docket 90A / Light Fastness 650 hours (CFFA-2-C1)		
Fastness to crocking AATCC-8 (Dry: 4, Wet: 4)		
water-based cleaning agent, such as mild detergent or non-solvent upholstery shampoo product.		
Guarantee 5 years.		
Pace Response:		
Clarification as requested.		
Pace requires a premium grade of vinyl covering. The bus manufacturer will select the material to be used which must comply with all FMVSS requirements and the requirements of the specification for this procurement.		

RESPONSES TO REQUESTS FOR CHANGE OR APPROVED EQUAL

IFB No. 419986	Request #: <u> 1 </u>		
Solicitation Ref: <u> Exh. D </u>	Page: <u> 36 </u>	Section: <u> TS 12.9 Passenger Power Outlets </u>	
Questions/Clarification or Approved Equal:			
Per addendum #4, request #20, it was stated that USB charging ports shall be provided at each passenger seat. In Exhibit D, page 36 it states each row of two passenger seats must be provided one USB charging port.			
Please clarify as follow.			
1. Are USB ports only required at two passenger seats (specs will require on single seat) or also a single seat?			
2. At double seats is there to be one USB port per double seat or one USB port per seated passenger?			
Pace Response:			
Clarification.			
Single seats require a single USB, two passenger seats require one double or two single USB ports.			

IFB No. 419986	Request #: <u> 2 </u>		
Solicitation Ref: <u> Exh. D </u>	Page: <u> 46 </u>	Section: <u> 15.0 Forward Collision Advantage </u>	
Questions/Clarification or Approved Equal:			
Per addendum #4 under this section the words “ <i>When available as an option from the chassis manufacturer the</i> ” were removed. This features is only available as a chassis option. So it is unclear why this would have been struck out. Was the intent to eliminate this feature entirely?			
Also note that collision avoidance and departure features are only available in an OEM driver assist technology package that includes automatic emergency braking, distance alert/distance indication, post-collision braking, adaptive cruise control, lane departure warning, driver alert system and auto high beam headlamps. This is a rather high price package. This is being shared basically due to the fact that it includes cruise control. In the past Pace has not wanted cruise control on their vehicles. Please verify that Pace understands and will accept the technology package as offered which includes cruise control.			
Pace Response:			
Clarification.			
The OEM driver assist technology package is required in its entirety.			

IFB No. 419986	Request #: <u> 3 </u>		
Solicitation Ref: <u> Exh. A / Exh. D </u>	Page: <u> 9 / 11 </u>	Section: <u> Pricing Page / TS 8.4.1 Bike Rack </u>	
Questions/Clarification or Approved Equal:			
Per addendum #4 the requirement for bike rack was removed from the specifications. However the pricing page in Exhibit A, page 9 was not amended and still requires a place to price the bike rack. Can			
Pace please provide a revised pricing page to reflect the revised specifications.			
Pace Response:			
See the revised Exhibit A, Bid Price section.			

IFB No. 419986	Request #: <u> 4 </u>		
Solicitation Ref: <u> Exh. D </u>	Page: <u> 24-27 </u>	Section: <u> TS 9.7 Passenger Seats </u>	
Questions/Clarification or Approved Equal:			
<p>In addendum #4, Request #32, under Pace’s response it was noted that rear walls seats may consist of two passenger forward facing stationary or fold up seats. In addendum #2, Request #34, under Pace’s response it was indicated that “ALL” forward facing seats shall be fold up type. These two responses are contradictory. Also to get 15 passengers as specified, it will require a single passenger seat and there is no criteria or clarification as to the type of seat this needs to be. So can Pace please clarify the types of seats required? Are fold a way seats only needed in the spaces shared with wheelchair locations? Can all seats not in a wheelchair location be stationary? There is a significant price difference in these seats so clear and precise information on this is important.</p>			
Pace Response:			
Clarification.			
For the purpose of this request the Pace requirement shall state ALL forward facing passenger seats shall be able to fold up and be secured out of the way.			

IFB No. 419986	Request #: <u> 5 </u>		
Solicitation Ref: <u> Exh. D </u>		Page: <u> 36 </u>	Section: <u> TS 13.2 Exterior Lighting </u>
Questions/Clarification or Approved Equal:			
Does PACE require the chassis to have daytime running lamps? This is not standard and is an option from			
Ford.			
Pace Response:			
Clarification.			
Daytime running lights are not required.			

IFB No. 419986	Request #: <u> 6 </u>		
Solicitation Ref: <u> Exh. D </u>	Page: <u> 39 </u>	Section: <u> TS 13.6 Backup safety </u>	
Questions/Clarification or Approved Equal:			
Specifications call for back up camera with dash mounted monitor. Appears that a stand alone system or one incorporated into the overall surveillance system is acceptable. In the event that the surveillance system option is not selected by PACE, we request for approval of back up camera system with monitor incorporated in to the rear view mirror be accepted. The monitor is 7" size.			
See attached "EXHIBIT C" showing details of this camera system.			
Pace Response:			
Clarification.			
Independent system for back up camera system will be accepted. However, the placement of the components will require Pace approval.			

"EXHIBIT C"

STSK4750B

BOSCO

LEADING THE INDUSTRY IN REAR VISION SAFETY



STSK4750B KIT COMPONENTS:

MONITOR: STSM244

CAMERA: STSC130B

HARNESSES: STSH349 (49FT BLACK), STSH130 (ADAPTER HARNESS)

Forest River, Inc. bus manufacturing companies will be the industry's first to offer a rear backup safety camera as standard equipment on every bus in 2019... Setting the safety tone and trend in the commercial and school bus market.

Forest River's hard stance on safety with the new 2019 rear backup safety program has selected Rosco Vision Systems in NY as the manufacturers of the STSK4750B backup camera system.



STSM244 MONITOR SPECS		STSC130B CAMERA SPECS	
SCREEN SIZE	7"	TV LINES	420 TVL
RESOLUTION	800*480 pixels	FIELD OF VIEW (DIAGONAL)	150°
MONITOR BRIGHTNESS	700cd/m ²	MINIMUM ILLUMINATION	0.2 LUX
NUMBER OF CAMERA INPUTS	1	DUST/WATER RATING	IP69K
INPUT FORMAT	13-pin	POWER SUPPLY	12 Vdc
VIEWING ANGLES	L/75°, R/75°, UP/60°, DOWN/60°	OPERATING TEMPERATURE	-22°F to 140°F -30°C to 65°C
SHOCK RATING	2G		
VIBRATION RATING	6G		
POWER SUPPLY	12 ~ 32 VDC		
OPERATING TEMPERATURE RANGE	-4°F to 158°F -20°C to 70°C		



1-800-227-2095



ROSCOVISION.COM - 1-800-227-2095
INFORMATION@ROSCOVISION.COM

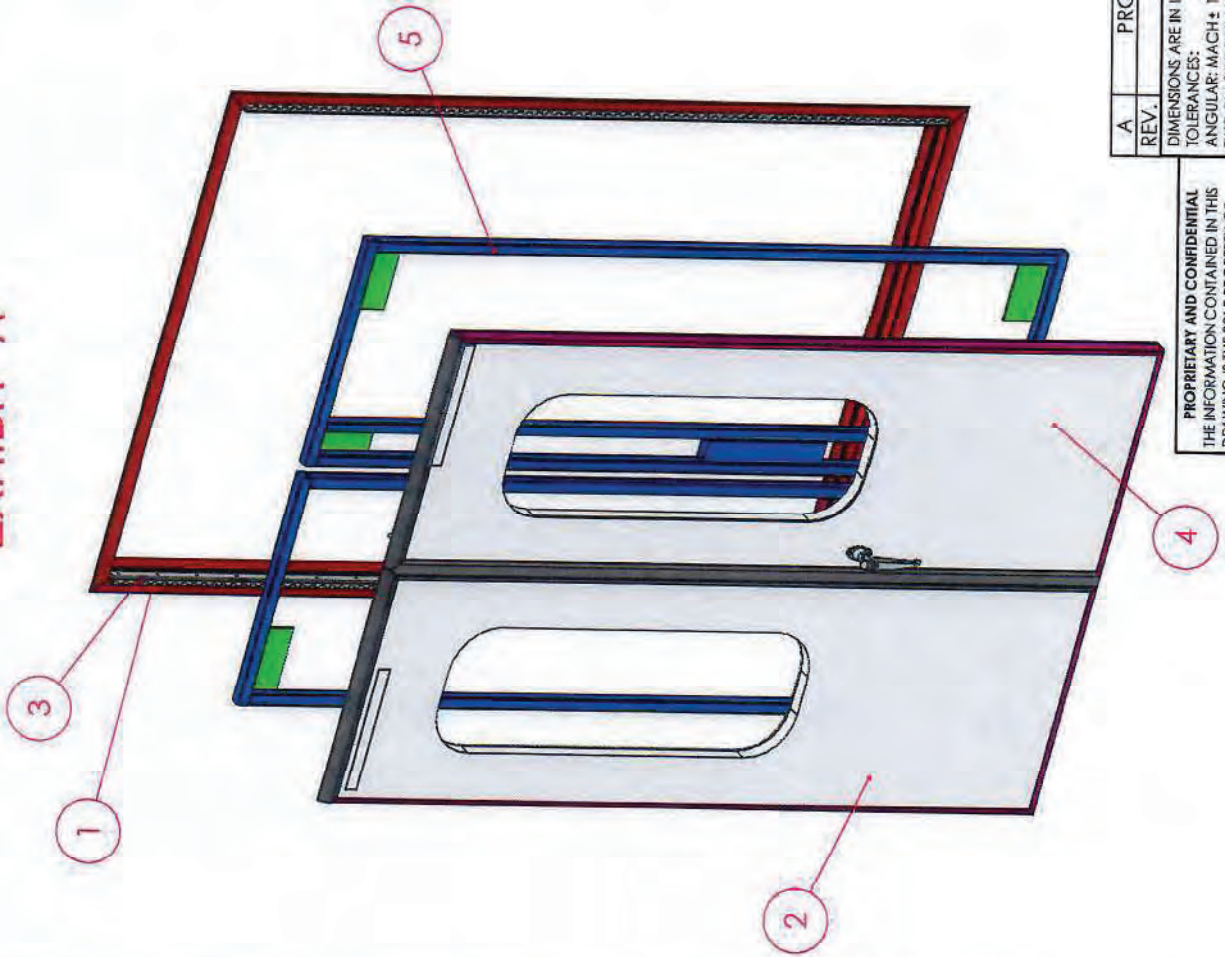
ROSCOVISION.COM
AMERICA'S BUS SAFETY LEADER

IFB No. 419986	Request #: <u> 7 </u>	
Solicitation Ref: <u> Exh. D </u>	Page: <u> 22 </u>	Section: TS 9.4 Floor-Operators Compartment
Questions/Clarification or Approved Equal:		
<p>In above referenced section and then in PACE’s response to request #69 in addendum #2, it was clarified that a separate high quality custom fit mat to be provided in driver’s area over the OEM rubber non skid mat provided with the chassis. A possible supplier of WeatherTech was mentioned by Pace. We have been in contact with WeatherTech and several other manufacturers of custom fit mats and have ran into the following issues</p>		
<p>1. These custom fit mats are designed to be used over carpet flooring. They have nobs on the back to secure the carpet. They are not intended or approved to be used over rubber matting. The various manufacturers see this use over rubber as a safety issues as the mat can slide around and possibly get caught in the gas or brake pedal.</p>		
<p>2. For those manufacturers that due offer custom fit mats, they are only sold in pairs (driver/front passenger) thus a huge amount of waste in throwing the other mats away. Request that PACE reconsider this requirement and possibly remove primarily due to the safety aspects as shared by the product manufacturers.</p>		
Pace Response:		
Clarification.		
Due to the high use and traffic in and out of the drivers area, the mat requirement remains unchanged.		

IFB No. 419986	Request #: <u> 8 </u>		
Solicitation Ref: <u> Addendums </u>	Page: <u> </u>	Section: <u> As issued </u>	
Questions/Clarification or Approved Equal:			
<p>In all of the various addendum as issued, the cover page that came with the addendum had a section that states “This addendum # shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 11 of Exhibit A. Please clarify if every page in addendum needs to be included in bid submission or can just the cover page announcing the addendum be returned along with proper acknowledgement on page 11 of Exhibit A. There are hundreds of pages in some instances with several of the addendum’s and since this is an electronically submitted bid, transmitting those huge files can be an issue. It would also seem redundant to send all the info. back from acknowledgement of acceptance is required and provided. At this time there are 5 addendums issued.</p>			
Pace Response:			
<p>All addenda pages do not need to be submitted with electronic bid. Bidders are only required to submit acknowledgement of all addenda on page 11 of Exhibit A.</p>			

IFB No. 419986	Request #: <u> 9 </u>		
Solicitation Ref: <u> Exh. D </u>	Page: <u> 18 </u>	Section: <u> </u> TS 8.18 Lift Door <u> </u>	
Questions/Clarification or Approved Equal:			
We hereby request approval of our lift door that is manufactured by Challenger Door. This door is			
widely used in transit bus application as well as other commercial uses. There are thousands of these			
doors in use daily with proven reliability. Door is corrosion resistant, well insulated and meets any			
FMVSS, ADA or NHTSA applicable requirements. See "EXHIBIT A" attached.			
Pace Response:			
Accepted.			

EXHIBIT "A"



DET	REV	PART NO	DESCRIPTION	EPICOR	QTY
1	A	STC-511	1201 - 47.25 X 72.00 OUTER FRAME ASSY	2-273101	1
2	A	STC-510	500 - 47.25 X 72.00 DD LH DOOR ASSY	2-273101	1
3	B	220082	400 - 73.00 SS BENT HINGE ASSY	310799	2
4	A	STC-509	500 - 47.25 X 72.00 DD RH DOOR ASSY	2-273101	1
5	B	160243	500 - 47.250 X 72.000 STARCRAFT DD	2-010783	1

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF CHALLENGER DOOR ENGINEERING. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF CHALLENGER ENGINEERING MANAGER IS STRICTLY PROHIBITED.
 E-MAIL: relave@challengerdor.com

A	PRODUCTION RELEASE	06/24/20	KDS	-
REV.	DESCRIPTION	DATE	DRW	CHK
	DIMENSIONS ARE IN INCHES	NAME	DATE	
	TOLERANCES:	KDS	06/24/20	
	ANGULAR: MACH ± 1.0			
	TWO PLACE DECIMAL ± .03			
	THREE PLACE DECIMAL ± .015			
	Material	PERMETER	EXTRUSION	
	FINISH	N/A		
	DO NOT SCALE DRAWING			
	TRACKING PART NO:	2-273101		
	CHALLENGER DOOR			
	1205 East Lincoln Street			
	PO Box 67			
	Hopkinton IN 46530			

DESCRIPTION
500 - 47.25 X 72.00 DD MAIN ASSY

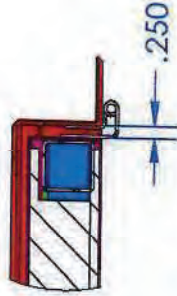
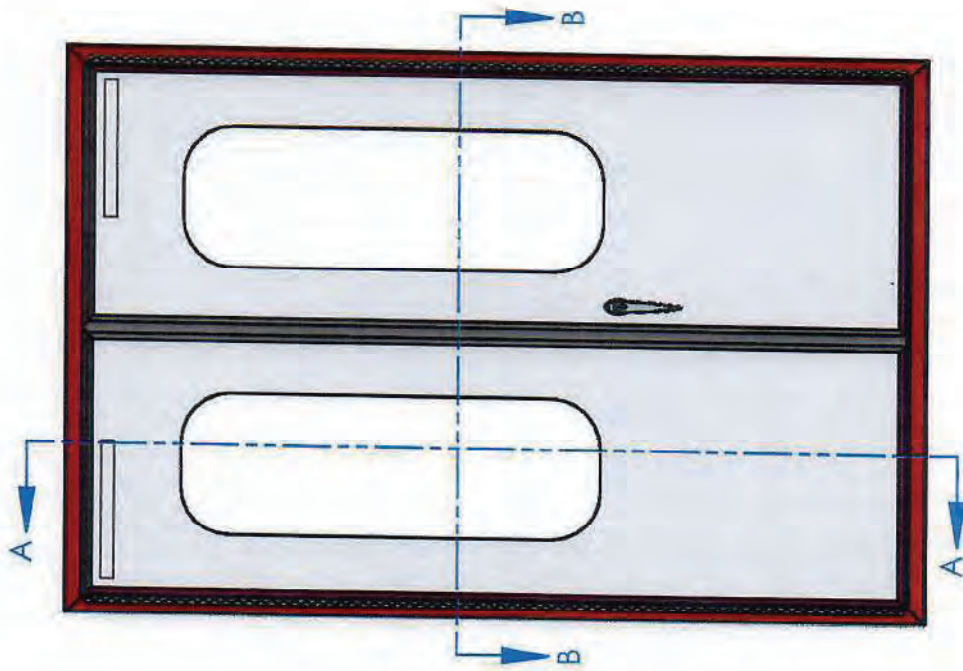
SIZE **A** DWG. NO. **STC512** REV. **A**

SCALE: 1:1 WEIGHT: 142.145 FT/LB SHEET 1 OF 2

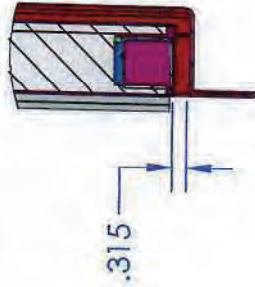
EXHIBIT "A"



SECTION B-B



DETAIL C
SCALE 1:4



DETAIL E
SCALE 1:4




SECTION A-A

PROPRIETARY AND CONFIDENTIAL
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 E-MAIL: rlf@challengerdor.com

DIMENSIONS ARE IN INCHES
 TOLERANCES:
 ANGULAR: MACH ± 1.0
 TWO PLACE DECIMAL ± .03
 THREE PLACE DECIMAL ± .015
 Material N/A
 FINISH N/A
 DO NOT SCALE DRAWING

NAME	KDS	DATE	06/24/20
DRAWN		CHECKED	
AREA		PERIMETER	
TRACKING PART NO:		2-273101	
CHALLENGER DOOR Eng. Lincoln Steel PO Box 111 Naperville, IL 60563			



DESCRIPTION
 500 - 47.25 X 72.00 DD MAIN ASSY

SIZE	DWG. NO.	REV.
A	STC512	A
SCALE: 1:16	WEIGHT:	142.145 FT/LB

SHEET 2 OF 2

EXHIBIT "A"



WHEELCHAIR DOOR MANUFACTURED BY CHALLENGER DOOR CO.



INSIDE VIEW. NOTE COLOR WILL BE LIGHT GREY OR WHITE

INTERIOR AND EXTERIOR PANELS ARE FRP TYPE MATERIAL

EXHIBIT "A"

- **Double Wheel Chair Doors** – Are dual 72" tall doors that are welded from lengths of .125" wall aluminum 1"x1" and 1"x2" extruded tube with vertical and horizontal reinforcements welded in at all attachment and/or stress points to form the door leaf frame. Expanded polystyrene foam is inserted in all gaps for insulation, solid piece FRP non-corrosive panel material is installed on inside and outside, windows are installed, and a u-channel pre-painted extrusion trim is installed on the sides, top and bottom. Stainless steel continuous piano style hinges attach the doors to the mounting frame that is made from aluminum extruded Z channel extrusion that is welded together forming a continuous exterior frame that attaches to the body. A three-point cam latch mechanism using .187" diameter rod that slides inside top and bottom retainer assemblies is installed to secure the door in a closed position. Four-inch rubber seals on each leaf door overlap to form a weather proof seal when closed. Doors are securely held open by a gas strut designed to hold 24 pounds of pressure that is mounted to pivot blocks.

**INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
TECHNICAL SPECIFICATION NO. 154-20**

TS 1.0

GENERAL DESCRIPTION

These Technical Specifications describe performance requirements for the procurement of mobility aid accessible, gasoline powered, Demand Response Paratransit buses, hereinafter referred to as “bus or buses”. The details of the work given in these Technical Specifications form a part of this contract. Notwithstanding anything in the contract to the contrary, it is understood by the Contractor that these Technical Specifications are provided by Pace solely for describing in general terms the performance required from each unit and from its systems and subsystems and do not in any way constitute a design by Pace of the bus or of such systems or subsystems, it is further understood that Pace makes no warranties whatsoever concerning such Technical Specifications.

The design and construction of the bus must be in accordance with all requirements defined in 49 CFR, Part 38, and Subpart B: ADA Accessibility Specifications for Transportation Vehicles, Buses, Vans and Systems. The bus must comply with all Federal, State and Local regulations applicable at the time of manufacture.

Pace requires the bus be designed and built in strict accordance with Docket 90-A, “Recommended Fire Safety Practices for Transit Bus and Van Materials”, most current release at time of Manufacture.

The buses are intended for use by the widest possible spectrum of drivers, passengers, including children, adults, the elderly, and the physically challenged. The bus must have been designed, tested and manufactured for the type of service described and shall be suited for extended service in heavy stop and go traffic. The bus and equipment must be new and of the latest design by the Contractor and the Cutaway Chassis Manufacturer.

The capacities and dimensions listed herein must be construed as minimum. It is the responsibility of the Contractor to ensure that all parts and components fit and function together correctly.

Pace is the final authority for deciding as to whether a competitive item conforms to these requirements and complies with the intention of this Specification.

The buses are to be designed, tested and manufactured for:

- Service described and must be suited for extended service in heavy stop and go traffic
- A minimum service life of 5 years/150,000 mile as defined by 49 CFR 665 October 1998 or latest revision

All components, subcomponents, systems, sub systems, assemblies and individual parts must be compatible with each other, any required commodity items (fluids, etc.) and the environment that they are expected to operate in. The capacities and dimensions listed herein may be construed as minimum.

The seating configuration(s) shall safely and comfortably accommodate fifteen (15) seated passengers or four (4) passengers using mobility devices/wheelchairs and up to six (6) seated passengers.

The roof structure must be tested in accordance with FMVSS 220, and the test must be witnessed and documented by an independent Engineering source. **A copy of the test report and documentation certifying that the test report applies to the buses as designed and to be built for this procurement must accompany the bid.**

TS 2.0

DEFINITIONS

The following are definitions of special terms used within this Specification:

Audible Discrete Frequency: An Audible Discrete Frequency is determined to exist if the sound power level in any $\frac{1}{3}$ octave band exceeds the average of the sound power levels of the two adjacent $\frac{1}{3}$ octave bands by 4 decibels (dB) or more.

dB(A): Decibels with reference to 0.0002 microbar as measured on the “A” scale.

Classes of Failures: Classes of failures are described below.

Class 1: Physical Safety. A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

Class 2: Road Call. A failure resulting in an interruption of revenue service when service is discontinued until the bus is replaced or repaired at the point of failure.

Class 3: Bus Change. A failure that requires removal of the bus from service during its assignments and the bus is operable to a rendezvous point with a replacement bus.

Class 4: Bad Order. A failure that does not require the removal of a bus from service during its assignments but does degrade bus operation.

Curb Weight: Weight of vehicle, including maximum fuel, oil, and coolant, and all equipment required for operation and required by this Specification, but without passengers or operator.

Fireproof: Materials that will not burn or melt at temperatures less than 2,000°F.

Fire Resistant: Materials that have a flame spread index less than 150 as measured in a radiant panel flame test per ASTM-E 162-75.

Operator’s Eye Range: The 95th percentile eye ellipse defined in SAE Recommended Practice J941 MAR81 or latest revision, except that the height of the eye ellipse must be determined from the seat at its reference height.

Design Operating Profile: The operating profile for design purposes must consist of simulated transit type service.

The duty cycle consists of three phases to be repeated in sequence:

- A. A central business district (CBD) phase 2 miles with 7 stops per mile and a top speed of 40 mph, and commuter phase 4 miles with 1 stop and a maximum speed of 65 mph.
- B. The bus shall be loaded to SLW and shall average approximately 18 mph while operating on the duty cycle.

C. Operation shall continue regardless of the ambient temperature or weather conditions.

The passenger door shall be opened and closed at each stop during the CBD phase. The braking profile shall be:

- A. 16% of the stops at 3 fpsps
- B. 50% of the stops at 6 fpsps
- C. 26% of the stops at 9 fpsps
- D. 8% of the stops at 12 fpsps

These percentages of stops must be evenly distributed over the three phases of the duty cycle. For scheduling purposes, the average deceleration rate is assumed.

Free Floor Space: Floor area available, excluding ingress/egress areas, area under seats, area occupied by feet of seated passengers, and the vestibule area.

Gross Load: One hundred fifty pounds for every designed passenger seating position and for the operator, and ADA required weight for each wheelchair securement position less the weight subtract when each seat for wheelchair securement is in use.

GVWR (Gross Vehicle Weight Rated): Curb weight plus gross load.

Seated Load: One hundred fifty pounds for every designed passenger seating position and for the operator.

SLW (Seated Load Weight): Curb weight plus seated load.

Maintenance Personnel Skill Levels: Defined below is maintenance personnel skill levels used within the Technical specifications.

- 5M: Specialist Mechanic or Class A Mechanic Leader
- 4M: Journeyman or Class A Mechanic
- 3M: Service Mechanic or Class B Serviceman
- 2M: Mechanic Helper or Bus Serviceman
- 1M: Cleaner, Fueller, Oiler, Hostler, or Shifter

TS 3.0

ABBREVIATIONS

The following is a list of abbreviations used within this Technical Specification:

- ADA:** Americans with Disabilities Act
- ANSI:** American National Standards Institute
- ASTM:** American Society for Testing and Materials
- ASW:** American Welding Society
- CFFP:** Clean Fuels Fleet Program
- EPA:** Environmental Protection Agency
- FMVSS:** Federal Motor Vehicle Safety Standards
- FTA:** Federal Transit Administration
- ISO:** International Organization for Standardization
- SAE:** Society of Automotive Engineers
- SPI:** Society of the Plastics Industry

TS 4.0 **RESPONSIBILITY FOR DESIGN**

This specification is intended to leave the manufacturer free to provide their detailed design for the basic bus and its ancillary equipment.

The Contractor assumes complete and overall responsibility for the design and satisfactory operation of the bus and its sub-systems or component parts. The Contractor's responsibility includes but is in no way limited to ensuring that the design and manufacture of the bus and its component parts are appropriate, coordinated, compatible and perform correctly throughout the life of the bus, whether together or individually.

TS 4.0 **PILOT BUS**

One Prototype bus shall be manufactured to the requirements of this Technical Specification. Only one prototype bus will be required unless the manufacturer implements major product changes during the term of this contract and in this situation an additional prototype bus may be required by Pace at its discretion.

The prototype will be monitored 100% during construction by a Pace designee.

Subsequent buses will not be allowed to commence production until a mutually (Pace and the successful bidder) agreed upon time, after the prototype is delivered to Pace for review and notice to proceed is issued by Pace.

Pace will require the prototype bus for a review period of thirty (30) days. The Contractor shall be responsible for transportation of the prototype to and from Pace for this review.

The prototype must be modified based on information from the review period as required for specification compliance. Once accepted the prototype bus will then be held at the Contractor's facility as a production model until all engineering documentation has been completed and verified for accuracy to ensure consistency throughout this procurement. In the event the Contractor proceeds with production prior to Pace written approval, the Contractor assumes responsibility and will correct all items to Pace's satisfaction prior to acceptance by Pace.

TS 5.0 **LEGAL REQUIREMENTS**

Each bus must comply with all applicable FMVSS regulations as well as applicable Federal and State of Illinois regulations in effect at the date of manufacture. In the event of any conflict between the requirements of this Specification and any applicable legal requirement, then the most stringent requirement will prevail.

A current IDOT (Illinois Department of Transportation) inspection sticker must be provided and applied to the bus at the time of delivery.

TS 6.0 **OVERALL REQUIREMENTS**
TS 6.1 **DIMENSIONS & PHYSICAL SIZE**

With the exceptions of exterior mirrors, marker and signal lights, flexible portions of the fender skirts, and rub rail, the fifteen (15) passenger bus must have the following overall dimensions:

Length	292 (+18/-1) inches Maximum excluding rear bumper
Width	96 (+1/-1) inches Maximum excluding mirrors and wheel flares
Height	120 inches <u>Maximum</u> excluding roof hatch, A/C condenser and guard
Wheelbase	158 inches Minimum
GVWR	14,200 lb. Minimum

A Bus specific certified scale weigh slip must be provided with each bus at time of delivery.

TS 6.2 CLEARANCES

The bus must maintain the following minimum clearance dimensions, regardless of load, up to the GVWR.

GROUND

Ground clearance must be no less than 9 inches except within the axle zone and wheel area.

AXLE ZONE

Axle zone clearance (the axle zone is the projected area between tires and wheels on the same axial centerline) must be no less than 6 inches.

WHEEL AREA

Wheel area clearance must be no less than 7 inches for parts fixed to the bus body and 6 ½ inches for parts that move vertically with the axles.

TS 6.3 CAPACITY

The rated capacity of each bus must be no less than that of the seated passenger load plus the operator. The load rating of the bus including body structure, axles, tires, springs, and other components must equal or exceed the GVWR.

TS 6.4 SERVICE LIFE AND MAINTENANCE

SERVICE LIFE

The buses must be designed to operate in a severe Demand Response type of service for a minimum of 5 years or 150,000 miles. Each bus must be capable of operating a minimum of 30,000 miles per year.

MAINTENANCE AND INSPECTION

Scheduled maintenance or inspection tasks as specified by the Contractor shall require a skill level of 3M or less. Scheduled maintenance tasks shall be related and grouped in maximum mileage intervals. Routine scheduled maintenance actions, such as filter replacement and adjustments, must not be required at intervals of less than 3,000 miles, and except for routine daily service performed during the fueling operations. Higher levels of scheduled maintenance tasks shall occur at even multiples of mileage for lower level tasks.

MEAN MILEAGE BETWEEN FAILURES

The following are design goals for mean mileage between failures by failure class, provided

that all specified preventive maintenance procedures are followed:

Class 1: Physical Safety. Mean Mileage must be greater than 150,000 miles.

Class 2: Road Call. Mean Mileage must be greater than 24,000 miles.

Class 3: Bus Change. Mean Mileage must be greater than 18,000 miles.

Class 4: Bad Order. Mean Mileage must be greater than 9,000 miles.

MEAN TIME TO REPAIR

Repair time and skill levels required for various repairs to bus components must not exceed mean time or skill levels typically that is required by Pace personnel to repair buses manufactured prior to 2020.

SERVICE ACCESSIBILITY

All systems or components services as part of periodic maintenance or whose failure may result in Class 1 or Class 2 failures must be readily accessible for service and inspection. Removal or physical movement of components unrelated to the specific maintenance and/or repair tasks involved will be unnecessary. Relative accessibility of components, measured in time required to gain access, must be inversely proportional to frequency of maintenance and repair of the components.

INTERCHANGEABILITY

Components with identical functions must be interchangeable. These components must include but not be limited to passenger window hardware (including handles, latches, mechanisms, channels, filler and seals), interior trim, lamps, lamp lenses, and seat assemblies. Components with non-identical functions must not be, or appear to be, interchangeable.

TS 6.5 OPERATING ENVIRONMENT

The bus must achieve normal operation in temperature ranges of 0°F to 95°F, at relative humidity between 5% and 100%. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below -10°F and above 95°F. Special equipment or procedures may be employed to start the bus after a 12-hour or more exposure to temperatures below +30°F without the engine in operation.

Speed, gradeability, and acceleration performance requirements will be met at, or corrected to Chicago O'Hare Field's annual daytime averages: 56°F, 29.315 inches Hg, and 68% relative humidity at an altitude of 667 feet above sea level.

The buss will operate in a very corrosive environment of heavily salted streets during winter.

Salt typically consists of sodium chloride with 15% to 20% calcium chloride added when temperatures are below 20°F. Calcium chloride can be hygroscopic (absorbent of moisture) at relative humidity as low as 20%, compared to 76% for sodium chloride.

TS 6.6 MATERIALS

All materials used in the construction of the bus and all its parts must conform in all respects to ASTM, SAE, and Automotive Industry standards. Within model years and production runs materials used must be exactly duplicated in manufacture, design, and construction.

Contractor Installed Fasteners:

Threaded fasteners of 0.25 inch and larger must be secured with Nylock nuts. Lock washers may be used where and when a sub component or bus system manufacturer provides in writing that Nylock fasteners can not be used on their product.

Bolts must be sized so that a minimum of 2 and a maximum of 7 threads are visible past the nut when fully torqued.

Washers must be appropriately sized to match the bolts.

Bolts and nuts must be of same SAE grade.

All mechanical component threaded fasteners assembled by the Contractor must be coated with an anti-seizing lubricant; an exception to this is for components that should not have lubricated fasteners; i.e., wheel lugs and nuts in areas designated by the Cutaway Chassis manufacturer.

Bolts and nuts sized 0.25 inch or greater must be torqued with calibrated torque wrenches; Certified Calibration of torque wrenches must be performed a minimum of quarterly.

The manufacturer's Quality Assurance Personnel must check the torque on a minimum of 10% of all nuts and bolts and must apply a highly visible ~~yellow or orange~~ torque seal on the nut and exposed threads of these fasteners; the exception to this section is the Cutaway Chassis manufacturer installed hardware, only if unaltered by the Contractor.

Sheet metal and machine screws must be plated, corrosion resistant crosshead type.

Hardware passing through the floor must be stainless steel. Other fasteners critical to documents FMVSS testing such as seat belts and seat anchorage may be allowed provided adequate documentation in support of such claims is provided.

TS 6.7 CORROSION PROTECTION

Up to 3% red rust is permitted on significant surfaces. All Contractor installed fasteners must exhibit good retention of initial appearance after 336 hours of salt spray testing per ASTM B 117-85-E1.

TS 6.8 ASSEMBLY QUALITY

The installation of components or application of materials must be in accordance with the highest level of quality in the industry complying with the Society of Automotive Engineer, American Trucking Association's Maintenance Council's "Recommended Maintenance Practice Manual", American Welding Society recommendations, and the component or material manufacturer's recommendation.

Welding operations must be in accordance with the standards of the ASTM and the ASW. Where metal is welded to metal, the contact surfaces must be free of scale, grease, and paint.

Where non-anodized metal is riveted or bolted to metal, contact surfaces must be thoroughly cleaned and properly primed.

Steel and aluminum body parts that are to be painted must be thoroughly cleaned and treated before priming with an epoxy primer.

TS 6.9 DELIVERY REQUIREMENTS

The Contractor will be required to obtain, provide and install State of Illinois Municipal license plates at time of delivery to Pace.

Prior to delivery, each bus will undergo a complete cleaning; the cleaning must be to Showroom standards. When weather conditions dictate, each bus must be washed at the time of delivery by the delivery service. The bus must be clean at time of delivery to Pace. ALL fluids must be completely full at time of delivery to Pace.

The Contractor must provide three (3) sets of the Cutaway Chassis Manufacturers, lift doors and compartment keys with each bus at delivery.

Delivery drivers will be required to supply a copy of their log for each delivery to Pace and required to obtain their own return transportation once the bus is delivered to Pace. Pace shall not provide any transportation from the point of delivery for the delivery drivers.

At the time of delivery, Pace shall only sign documents acknowledging delivery. No other Contractor forms shall be completed at this time.

TS 7.0 STRUCTURE

TS 7.1 STRENGTH AND FATIGUE LIFE

Under normal conditions of severe service throughout the service life of the bus, the basic structure must withstand fatigue damage that is enough to cause Class 1 or Class 2 failure. The structure must also withstand impact and inertial loads due to Normal Street travel throughout the bus's service life without permanent deformation or damage.

TS 7.2 DISTORTION

At GVWR and under static conditions, must not exhibit deformation or deflection that impairs operation of doors, windows, or other mechanical elements. Static conditions include the vehicle at least with any one wheel or dual set of wheels on a 6-inch curb or in a 6-inch-deep hole.

TS 7.3 RESONANCE

All structure, body and panel bending mode frequencies, including vertical, lateral, and torsion modes, must be sufficiently removed from all primary excitation frequencies to minimize audible, visible, or sensible resonant vibrations during normal service.

TS 7.4 MATERIAL

The body must be designed and constructed of materials to last the intended service life of the bus.

TS 7.5 CORROSION

The bus must resist corrosion from atmospheric conditions and all road chemicals. It must maintain structural integrity and nearly maintain original appearance throughout its required service life.

Materials exposed to the elements and all joints and connections of dissimilar metals must be corrosion resistant and must be protected from all forms of corrosion. Representative samples must withstand a 336-hour salt spray test in accordance with ASTM Procedure B-117-85-E-1 with no visual or structural detrimental effects to normally visible surfaces and with no significant structural degradation or weight loss of over 1% for other members or components.

All metal parts are to be given a thorough multiple stage anti-corrosion treatment, either before or after assembling. All steel body parts except frame members must be prepared for priming per ASTM Standard D2092.

The entire body, frame and understructure of the vehicle is to be fully rust proofed and undercoated with material meeting US military specification for new vehicles 83933A and fielded vehicles MIL C62218, applied at time of manufacture. Coating must be a minimum thickness of 10 to 12 mils wet for a minimum of 5 mils dry thickness.

Contractor installed chromium plated trim pieces are not acceptable, any bright metal exterior trim must be polished or brushed stainless steel.

TS 7.6 TOWING

Towing devices must be provided at the rear of the bus. The towing devices and their attachment must withstand, without permanent deformation, tension loads up to 1.5 times the curb weight of the bus within 20° of the longitudinal axis of the bus. The towing devices must not provide a toehold for unauthorized riders.

TS 7.7 JACKING AND HOSTING

It must be possible to jack up the bus at curb weight with a common jack when a tire or dual set is completely flat, and the bus is on a level, hard surface without crawling under any portion of the bus and without relocating the bus. Jacking must be completed by a serviceman in less than five minutes from the time the bus is approached with the jack until the bus is sufficiently high to remove and reinstall a wheel and tire assembly.

The bus must withstand such jacking to a height of 18 inches at any one or any combination of wheel locations without permanent deformation or damage. The bus axles or jacking plates must accommodate the lifting pads of a 2-post hoist system.

TS 7.8 CRASHWORTHINESS

The bus must comply with FMVSS 220 ~~and 301~~.

The bus body and roof structure must withstand a static load equal to 150% of the curb weight evenly distributed on the roof with no more than a 6-inch reduction in any interior dimension. Windows must remain in place and must not open under such a load.

The bus, by design, must withstand a 25-mph impact by a 4,000-pound automobile at any point, excluding doorways, along either side of the bus with no more than 3 inches of permanent structural deformation at seated passenger hip height. This impact must not result in sharp edges or protrusions in the bus interior.

Exterior panels below the rub rail and their supporting structural members must withstand

a static load of 2,000 pounds applied perpendicular to the bus anywhere below the rub rail by a pad no larger than 5 inches square. This load must not result in deformation that prevents installation of new exterior panels to restore the original appearance of the bus.

Independent engineering certification of compliance with the requirements of this section is required prior to acceptance by Pace.

TS 8.0
TS 8.1

BODY
DESIGN

The bus must have a simple design, primarily derived from the performance requirements and passenger service criteria established by this Technical Specification.

The exterior and body features, including grilles and louvers, must be shaped to allow complete and easy cleaning by automatic bus washers without snagging the bus washer brushes. Water and dirt must not be retained in or on anybody feature to freeze or bleed out onto the bus after leaving the bus washer. The bus design must be such that daily washing by an automatic bus washer will not wear through the bus finish

The body and windows must be sealed to prevent leaking of air, dust, or water under normal operating conditions and during cleaning in automatic bus washers for the service life of the bus. Accumulation on any window of the bus of spray and splash generated by the wheels on a wet road must be minimized.

All buses must pass a full coverage water test with a minimum of 10 (ten) minutes duration before release for delivery. Water must be sprayed on the bus at all strategic locations to simulate road and bus washer conditions. Nozzles must provide conical spray pattern with 2.5 gallons per minute at 20 PSI per nozzle. Water testing procedures require Pace approval at pre-production meetings.

The Contractor's name, emblems or logos must not appear anywhere on the exterior body surface of the bus, including mud flaps. The chassis manufacturer logos and badges are NOT to be removed.

TS 8.2

MATERIALS

Body materials must be selected, and the body fabricated to reduce maintenance, extend durability, and provide consistency of appearance throughout the life of the bus.

Detailing must be kept simple. Add-on devices and trim must be minimized and, where necessary, integrated into the basic design.

INSULATION

Properties - Insulation material installed by the Contractor between the inner and outer panels must be fiberglass, closed cell foam, high density Styrene or by other designs which when tested comply with the thermal and sound level requirements of this specification. Insulation properties must be unimpaired by vibration compacting or settling during the life of the bus. The insulation material must be non-hygroscopic and resistant to moisture, fungus and breeding of insects.

Thermal Insulation - The combination of inner and outer panels on the sides, roof, and ends of the bus, and any material used between these panels must provide a thermal insulation enough to meet the interior temperature requirements. The bus body must be thoroughly sealed so that the operator or passengers, during normal operations with the windows and passenger doors closed, cannot feel drafts.

Sound Insulation - The combination of inner and outer panels and any material used between them must provide sufficient sound insulation so that a sound source with a level of 80 dBA measured at the outside skin of the bus must have a sound level of 65 dBA or less at any joint inside the bus. These conditions must prevail with all openings, including doors and windows, closed and with the engine and accessories switched off.

The bus-generated noise level experienced by a passenger at any seat location in the bus must not exceed 80 dBA and operator must not experience a noise level of more than 80 dBA.

If the noise contains an audible discrete frequency, a penalty of 5 dBA will be added to the sound level measured.

Modifications or alterations to the Cutaway Chassis Manufacturers firewall or engine access insulation requires Cutaway Chassis Manufacturers written approval.

TS 8.3 EXTERIOR AND APPLIED PANELS

Exterior panels must be corrosion resistant fiberglass or FRP panels designed to last the life of the vehicle. Panels below the rub rail, if applicable, must be repairable or replaceable by a mechanic in less than one hour for a section up to 6 feet long (excludes painting). Exterior side panels below the lower window opening must be repairable or replaceable by a mechanic in less than eight hours for a section up to 6 feet long (excludes painting).

TS 8.4 FRONT BUMPER

Front bumper must be the Cutaway Chassis Manufacturer optional chrome plated.

TS 8.4.1 BIKE RACK (Section Intentionally Deleted)

~~An option for a rear bumper mounted Sportworks stainless steel Apex 2 two bicycle bike rack must be included as a separate pricing option and is not be included in the based price of the bus.~~

TS 8.5 REAR BUMPER

The rear bumper must be "Help" type and its mounting must provide impact protection to the bus at curb weight from a 2-mph impact with a fixed, flat barrier perpendicular to the longitudinal center line of the bus. The rear bumper must be shaped to preclude unauthorized riders standing on the bumper. The height of the horizontal centerline of the rear bumper must not exceed 24 +/- 2 inches.

TS 8.7 RUB RAILS

Rub rails are required and shall not merely be decorative trim covering a seam between two panels. They must be composed of flexible, resilient material to protect both sides of the bus body from damage caused by minor sideswipe accidents.

The Rub rails must be capable of withstanding impacts of 200-foot pounds of energy from a steel-faced spherical missile no less than 9 inches in diameter with no visible damage to the rub rail, retainer, or supporting structure. Rub rails may share a centerline with the floor height and must be discontinued at doorways and vented accesses.

TS 8.7 RAIN GUTTERS

Gutters must be provided only where necessary to prevent water flowing from the roof onto the passenger doors and not trap water on the roof. When the bus is decelerated, the gutters must not drain onto the windshield, or operator's side window, or into the doors boarding areas. Cross sections of the gutters must be no less than 0.19 or more than 0.25 square inches.

TS 8.8 LICENSE PLATES

Provisions must be made to securely mount standard size State of Illinois license plates on the front and rear of the bus.

TS 8.9 STEPS AND STEP WELLS

STEPS - The following dimension are stated as guidelines or goals of the design of the entry area, due to variants in the heights and distance between frame rails engineering allowances must be made for the design of the entrance. Theses dimensions are not intended to be absolute and Pace will work with the successful bidder to design and ensure the area is customer friendly for all of Pace passengers.

A minimum of two structural steps must be required for passenger ingress and egress. At the front door, the first step up from street level must not exceed 10.5 inches with the bus at the design height.

The interior step risers to bus floor level must be the same height (within ± 0.25 inch), which must be no more than 7.5 inches. Risers must be continuous, flat planes across the entire width of the step well. Step risers may be inclined, not to exceed 5° from the vertical. Step treads must be of uniform depth, which must be no less than 10.5 inches at the step centerline.

The plane of the step treads must be essentially parallel to the plane of the floor, sloped only enough to prevent water accumulation in the step wells. All step treads must be covered with ³/₁₆-inch or 2.2mm or 2.7mm nonskid composition material that must remain effective in all weather conditions.

The color of the tread covering must match the vestibule flooring. The edge of the vestibule floor and each step must have a bright, contrasting yellow band no less than 2 inches wide on the full width of the step. The color must be UV resistant and permanently blended into the tread covering material.

Fasteners retaining step treads must be SAE 30302 or 30304 stainless steel and must be countersunk.

STEP WELL - Step wells must be stainless steel. The steps must simultaneously support 600-pound loads evenly distributed over the center half of each treads without permanent deformation and with elastic deflection of no more than 0.125 inch. Each step must support a load of 600 pounds evenly distributed over the center half of the step without permanent deformation.

DRIVERS STEP / RUNNING BOARD - A running board or entrance step(s) must be supplied and installed below the drivers' door. The chassis manufacturers running board is required, if not already supplied and installed by the chassis manufacturer the running board must as a minimum include;

Be anodized aluminum diamond plate, a minimum of 12 inches deep, must be non-slip by design. Incorporate a mud flap at the front and the running board must continue to a minimum of 12 inches aft of the driver's door opening.

Be securely mounted and attached to the bus.

Support 350 pounds without measurable deflection

TS 8.10 WHEEL HOUSING

CONSTRUCTION - Wheel housings, as installed and trimmed, must withstand impacts of a 2-inch steel ball with at least 200-foot pounds of energy without penetration.

CLEARANCE - Enough clearance and air circulation must be provided around the tires, wheels, and brakes to preclude overheating when the bus is operating. Wheels and tires must be removable when the bus is jacked by the axle. Interference between the tires and any portion of the bus must not be possible in maneuvers up to the limit of tire adhesion with bus weights from curb to GVWR.

TS 8.11 FENDER SKIRTS

Fender skirts when installed must minimize water spray from the bus in wet conditions must be included in wheel housing/fender skirt design. Fender skirts must be easily replaceable. They must be fiberglass or flexible materials, including ABS, if they extend beyond the allowable body width and must not crack or deteriorate under normal operating conditions, including automatic bus washer. Wheels and tires must be removable without disturbing the fender skirts.

TS 8.12 SPLASH APRONS

Splash aprons must be composed of smooth 1/8 inch minimum plastic material and must be installed behind each wheel and must extend downward to 4 inches below the lower panel it is attached to and a maximum of 4 inches behind each tire. Splash aprons and the attachments must:

Be bolted to the bus understructure independently mounted from other components

Be inherently weaker than the structure to which they are attached

Not be included in the road clearance measurements

TS 8.13 PEDESTRIAN SAFETY

Exterior protrusions greater than 1/2 inch and within 80 inches of the ground must have a radius no less than the amount of the protrusion. The mirrors and required lights and reflectors are exempt from the protrusion requirement.

Grilles, doors, bumpers, and other features on the sides and rear must be designed to minimize the ability of unauthorized riders to secure footholds or handholds.

TS 8.14 FIRE PROTECTION

A separator that must, by incorporation of fireproof materials in its construction, be a firewall that must separate the passenger and engine compartments. The firewall must preclude or retard propagation of an engine compartment fire into the passenger compartment.

Only necessary openings must be allowed in the firewall, and these must be fireproofed.

The chassis manufacturer's access for engine service may not be modified in any manner.

FIRE EXTINGUISHER - A five (5) pound ABC fire extinguisher must be supplied and installed in a Pace approved location.

Electroluminescent decals with pictograms must be provided showing locations of the fire extinguisher.

TS 8.15 FINISH AND COLOR

All exterior surfaces must be smooth and free of wrinkles and dents. Prior to application of paint, exterior surfaces to be painted must be properly cleaned and primed as appropriate for the paint used to assure a proper bond between the basic surface and successive finish coats of paint for the service life of the bus.

The Contractor shall plan for in their bid pricing for designing a two-color paint scheme as a base, see attachment for Pace current design. The base color is the chassis manufacturer standard white with color details and highlights that must closely match a Pantone blue, all colors to be selected and finalized by Pace at pre-production meetings with the Contractor; a predetermined roof area must be white.

All surface preparation products and primers must be of the same manufacturer as the final paint and all applied in strict accordance with the manufacturer's recommendations.

Dry paint and primer film build-up must not exceed the paint manufacturer's recommendation. Repainted areas must have a total film build no greater than 8.5 mil dry film thickness.

Paint or finish gloss must be measured on a 20° angle and must be no less than 70 in an area with a mean of a minimum 75 over the entire bus exterior. The samples must be taken randomly and must be of an enough to provide a 95% confidence coefficient that the mean represents the actual paint gloss.

Paint and primer adhesion must be tested for a minimum of 80% when measured by ASTM D-3359 using a crosscut of the dry film providing 100 squares. Repainting of the chassis manufacturers cab is not desired and is discouraged unless repair is required due to production line damage.

TS 8.16 NUMBERING AND SIGNING

Graphics using Pace’s logo shall be used on both side of the exterior of the bus. These graphics are blue, see photos provided of the current design. The final graphic design must be repeated on the sides and rear of the vehicle as designed and will be finalized by Pace at pre-production meetings with the Contractor.

Monograms and other special signing as specified by Pace must be applied to the inside and outside of the bus as follows:

Up to seven (7), six (6)-inch-high, Helvetica medium condensed six (6)-digit fleet numbers

Pace logos on four sides (front, rear, left and right) and roof

Actual sizes and locations must be determined after award based on final configurations of the Contractor’s vehicle.

Reflective vinyl striping must not be applied until at least 96 hours after painting, if bus is stored at 70°F or greater, the time must be longer when the bus is stored at a cooler temperature. Prior to application, the area where the decals will be applied must be thoroughly cleaned according with the manufacturer recommendations.

Signs must be durable, fade, chip, and peel resistant; they must be pressure-sensitive reflective vinyl decals with control tack and pre-spaced application tape. As Required by regulations, one sign must be provided on each side of the bus interior to indicate that the seats at the front forward facing seats are for elderly and mobility challenged passengers.

The exact wording, size, color, and location for these signs with requirements for other special signs will be furnished after award of contract when the specifics of the successful Bidder’s bus body styles become available. All interior information decals must be mounted on plastic or metals plates before it is installed on the bus.

Pictograms/International symbols must be utilized with all informational instructional decals. All interior “Safety” decals must be photo luminescent.

Description	Locations	Qty
Pace Logo	Front, rear, right, left and roof	5
Fleet Nos. 6 inch tall	Exterior/Interior to be determined	7
Fleet No. 27 inch tall	On Roof	1
Asset control bar code and fleet number on aluminum plate	Location to be specified by Pace	1
Type of fuel	Near Filler	1
American Flag (8-inch x11 inch) Exterior to be determined “Old Glory” style	Exterior to be determined	1-R, 1-L
Accessible Symbol	Front of Bus near Curbside	1
8-inch RTA symbol logo	Side on skirt panel	1

Emergency Egress with Pictograms	As required by FMVSS	AR
Fold Up Seat Instruction	All Securement Areas	1 per seat
Do Not Speak to Operator While Bus is in Motion	Interior Front	1
Do Not Cross in Front of Bus After Exiting	Interior Front	1
ARRA / TIGER when required by funding	Curbside Front Exterior	1
Do Not Turn Right in Front of Bus	Rear to be determined	1
Priority seating	As required by Regulations	1
Securement Use	Above fold up seats	1 per seat
Seat Belt Use Policy	TBD by bus design	4
International symbols for No Smoking, No Eating, No Radio Playing, No Weapons	TBD by bus design	2
Pace Self Insurance	Operator's area	1
Video Surveillance	TBD by bus design	2

A vehicle height decal must be installed on the dash in the driver's area. The decal must state the height in feet and inches, plus three inches. The decal must be permanent. Example: 10 ft. 6 in.

Two, 2-inch-tall by 3-inch-wide stainless-steel fleet number plate, UNIQUE TO EACH BUS, must be supplied and installed on an interior location as directed by Pace. A sample will be provided to the Contractor at a pre-production meeting. The plate must feature the fleet number in Braille.

Note: All Exterior monograms and logos must be individually plotter cut from Blue reflective 680 Comply series 3M Scotch-Lite or approved equal vinyl.

Any printed or silk screen type decals must be made from UV resistant inks and materials.

TS 8.17

GLAZING

OPERATOR'S WINDOWS - The Cutaway Chassis Manufacturer window shall be provided.

WINDSHIELD - The Cutaway Chassis Manufacturers windshield shall be provided without modification.

SIDE AND REAR PASSENGER WINDOWS – ~~The Contractor installed side windows must be “Frameless” appearance design.~~

The Contractor installed side and rear windows must extend from the shoulder height of a 5th percentile, seated female passenger to the eye level of a 50th percentile, standing male passenger.

All side passenger windows shall be of an openable top configuration, narrow windows may be exempted. All side and rear passenger windows must be easily replaceable without disturbing adjacent windows and must be mounted so that flexing or vibration from engine operation or normal road excitation is not apparent.

MATERIALS - Side and rear passenger window glazing material must have a 1/8 inch minimum thickness. The material must conform with the requirements of ANSI Z26.1-1977 Standard for Type AS-3 Safety Glazing Materials except for Test Number 17 which is subject to specimens to 1000 cycles and the arithmetic mean of the percentage of light scattered must not exceed 5%.

Windows on the sides and rear of the bus shall be the darkest available privacy tint. Any interior window sash shall be anodized black with finish meeting or equal to the Aluminum Association's Specification AA-M10-C22-A34 for all visible portions. Window sash and frames must not deform during installation. Window sash must be properly selected for the body thickness they are being installed in.

The window manufacturer / supplier must certify in writing that the windows as provided and installed are correctly installed in Pace's buses according to their requirements.

PERFORMANCE

1. Water Leakage Criteria - The windows must be sealed to prevent the leaking of water under normal operating conditions and during cleaning in automatic bus washers. Some buildup of water in the trough at the bottom of the window is acceptable but under no condition must it spill into the bus.
2. Noise - The side and rear passenger windows must not whistle or rattle in a bus operating at speeds of up to 65 mph.
3. Emergency Exit - Side and rear passenger windows must comply with FMVSS #217. **A written test report of the certification from the window manufacturer must be delivered to Pace with each bus.**

TS 8.18

PASSENGER DOORS

A door must be provided as far forward as practicable on at the Curbside of the bus for passenger ingress and egress. The door must be aft of the front wheels and located so that the operator is able to collect or monitor the collection of fares. The cutaway chassis should be ordered from the manufacturer with the right door deleted.

DESIGN - A two-panel design, power operated, passenger ingress/egress door shall be provided. The door is to be located opposite of the operator. Windows are to be provided as specified.

A manually operated, two-panel outwardly opening door shall be provided at the Passenger Lift installation. The minimum dimensions, height and width, must be as to assure compliance with ADA Regulations. The doors must:

1. Must be located on the curbside of the bus forward of the rear axle.
2. Have positive over center gas or spring assist props to hold the doors in the open position.

Props must be designed so as not to cause injury to the operator during door operation. The props must, without assistance from the operator, retain the door in the open position during a 30 MPH gust of wind.

MATERIALS - The doors, the attachments, inside and outside trim panels, and any mechanism exposed to the elements must be durable and corrosion resistant. No wood will be allowed in the construction of the door. The doors, when fully opened, must provide a firm support and must not be damaged if used as an assist by passengers during ingress or egress. The top and bottom edges must be sealed. The ambulatory doors must be constructed of clear anodized aluminum extrusions with full brush seals or other seals at the bottom of each door.

The wheelchair lift door must be a one piece two panel fiberglass construction.

DIMENSIONS - The ambulatory doors must provide a 27.5-inch x 77.0-inch minimum opening. The clear door opening widths, including door mounted passenger assists must be no less than 27.5 inches.

The door provided in the wheelchair lift opening must comply with the requirements of ADA.

DOOR GLAZING - Door glazing must be flat glass; curvature is not permitted. The upper section ($\frac{1}{2}$ door height) of the front and Lift doors must be glazed for no less than 45% of the door opening area.

The lower section of the front door must be glazed for no less than 45% of the door opening area of the section. The edge of a 6-inch-high curb must be visible to the seated operator through the closed front door when the bus is more than 12 inches from the curb.

DOOR PROJECTION - Projection inside the bus must not exceed the depth of the lower step. The closing edge of each door panel must have no less than 2 inches of soft weather stripping. The doors when closed must be effectively sealed and the hard edges of the doors must be at least 3-3/8", 4.0" inches apart is preferred for safety. Inside the bus the door mechanisms must be recessed into the ceiling or paneled over so that no ledges are created.

DOOR HEIGHT ABOVE PAVEMENT - It must be possible to open and close the passenger door when the bus, loaded to GVWR, is parked with the curbside tires touching an 8-inch-high curb on a street sloping toward the curb so that the street side wheels are 5 inches higher than the curb side wheels.

CONTROL - Operation of, and power to, the passenger doors must be completely controlled by the operator. Doors must open or close completely within 5 seconds from the time of actuation.

There shall be a weather proofed switch on the exterior near the entrance door to open the entrance door.

CLOSING FORCE - No more than a 10-pound force can be imposed on a 1-inch square area of any passenger struck by a closing door. A maximum force of 35 pounds shall be required for a passenger to get free after having the door close upon them.

ACTUATORS - The opening and closing of the doors must be a smooth movement with no visible jerks or delay. Actuators and the complex door mechanism must be concealed from passengers but must be easily accessible for servicing.

All elements of the door actuator system must operate without a Class 3 failure for 50,000 miles on the design operating profile. Access to the door actuator must be through an easily opened service door, access must not require tools.

EMERGENCY OPERATION - In the event of an emergency, it must be possible to open the doors manually from inside or outside of the bus using a force of no more than 25 pounds after actuating an unlocking device near the door. The unlocking devices must be clearly marked as emergency only devices. Concise instructions for emergency exit must be posted near the doorway.

The door emergency actuation device must be accessible from near the step well. The door emergency activator must be easily reset by an operator at the door without tools within 30 seconds. The linkage must not be cable activated.

Locked doors must require a force of more than 100 pounds to open manually. When the locked doors are manually forced to open, damage must be limited to the bending of minor door linkage with no resulting damage to the doors and complex mechanism.

TS 9.0

INTERIOR

The interior must be generally pleasing, simple, modern, and free from superficial design motifs. The interior design must have no sharp depressions or inaccessible areas and must be easy to clean and maintain.

Interior surfaces below the lower edge of the side windows or windshield must be shaped so those objects placed on them fall to the floor when the bus is parked on a level surface. Handholds, lights, air vents, armrests, and other interior fittings must appear to be integral with the bus interior. There must be no sharp or abrasive edges and surfaces and no hazardous protuberances.

Interior layout including seating layout, location of stanchions, operator's seat, operator's barrier, and modesty panels, must require the approval of Pace prior to manufacture. Materials must be selected based on safety, maintenance, durability, appearance, flammability, and tactile qualities. Trim and attachment details must be kept simple and unobtrusive. Materials must be strong enough to resist everyday abuse and vandalism; they must be resistant to scratches and markings.

Interior trim must be secured to avoid resonant vibrations under normal operational conditions. The interior of the operator's area must be essentially flat light to medium gray, except for the operator's seat upholstery and flooring, to reduce glare.

TS 9.1

CONSTRUCTION

Interior panels may be integral with, or applied to, the basic bus surface. They must be decorated in accordance with the interior specified. Use of moldings and small pieces of trim must be minimized, and all parts must be functional.

FASTENING - Interior panels must be attached so that there are no exposed edges or rough surfaces. Panels and fasteners must not be removable by passengers. Interior trim fasteners, when required, must be crosshead screws minimum, other fastening methods may be approved by Pace at pre-production meetings providing it meets or exceeds the base requirement. Fasteners must have a bright metal finish.

TRIM PANELS - Interior panels must be applied sectional to ensure a neat and finished appearance. Panels must be supported to prevent buckles, drumming or flexing when the vehicle is in service. Fasteners must be of such type that the fasteners will not loosen under vibration.

All panel joints must be sealed and covered with protective trim strips to guard against sharp edges. Side wall panels may be smooth fiberglass reinforced plastic high gloss white or gloss gray (provided the gray is of enough contrast to comply with any applicable ADA requirements) in color, 0.060 or one-tenth inch minimum thickness, applied sectional with trim strips covering panel joints.

Panels must be easily replaceable and tamper resistant. They must be reinforced, as necessary, to resist buckling, flexing, drumming, vandalism, and other rigors of service. The material must permit easy removal of paint, greasy fingerprints, and ink from felt tip pens. The operator's barriers and all modesty panels are to be a medium to light gray in color.

Samples of proposed interior materials must be submitted for approval at pre-production meetings and require Pace approval.

HEADLINING - Headlining trim panels shall be high gloss white or light gray in color, one-tenth inch minimum thickness, and applied sectional with trim strips covering panel joints, and color coordinated with interior. Panels must be supported to prevent buckling, drumming, or flexing and must be secured without loose edges.

Headlining materials must be treated or insulated to prevent marks due to condensation where panels are in contact with metal members. Headlining panels, covering operational equipment that is mounted above the ceiling must be on hinges for ease of service but retained to prevent inadvertent opening.

Aluminum J channels must be installed at the juncture of the sidewall and ceiling panels at a proper distance for the retention of advertising car card.

FRONT END - The Contractor additions to or changes in the entire front end of the bus must be sealed to prevent debris accumulation behind the dash and to prevent the operator from kicking or fouling wiring and other equipment with their feet or knees. The front end must be free of protrusions that are hazardous to passengers standing or walking in the front of the bus, or during rapid decelerations. Paneling across the front of the bus and any trim around the operator's compartment may be fiberglass, ABS, reinforced padded vinyl or plastic material.

Contractor plastic dash panels must be UV resistant, reinforced as necessary, vandal-resistant and replaceable. All colored parts forward of the operator's barrier except entrance area grab

rails are to be finished with a light or medium gray dull matte surface, except the operator's seat upholstery and vinyl flooring. The entrance area grab rails must be powder coated with a high visibility yellow.

REAR END - The rear interior surfaces, by design must be vandal resistant. Grills in this area must match the interior colors and must not pose any type of hazard to passengers.

TS 9.2 HEADROOM

Headroom above the aisle centerline must be no less than 74.0 inches. Headroom at the back of the rear bench seat may be reduced to a minimum of 56 inches, but it must increase to the normal ceiling height at the front of the seat cushion.

In any area of the bus directly over the head of a seated passenger and positioned where a passenger entering or leaving the seat is prone to strike their head, padding must be provided on the overhead as required or directed by Pace.

TS 9.3 BARRIER PANELS

Sturdy divider panels constructed of durable, unpainted, corrosion-resistant material complementing the interior trim must be provided.

A solid barrier or bulkhead between the operator and the left front passenger seat must be provided. The barrier must extend from 12 inches above the floor to the juncture with the ceiling panel. Placement of this barrier must allow for 4 inches of clear space when the operators seat is adjusted to its maximum. Surfaces of the modesty panels must closely match a matte medium gray to match the dash and the operator's area.

Modesty panels forward of transverse seats must extend to below the level of the seat cushion. Dividers positioned at the doorways must provide no less than 2 ¼ inch clearance space between the modesty panel and its mounting. Dividers must withstand normal kicking, pushing, and pulling loads of 200-pound passengers without permanent visible deformation. Barrier panels require Pace's approval during pre-production meetings.

TS 9.4 FLOOR

HEIGHT - Height of the floor above the street must be no more than 36.0 (+6) inches, measured at the centerline of the front door. The total floor, not sections of, may be inclined only along the longitudinal axis of the bus, and the incline must be less than 1 ½° of the horizontal. All floor measurements must be with the bus at the design height and on a level surface.

The floor in the passenger area must be essentially flat with no protrusion for wheel wells.

STRENGTH - The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. Tapping plates used for the floor fasteners must be adequate to support the loads imposed in service. All floor fasteners must be secured and protected from corrosion for the service life of the bus. The floor deck must be reinforced as needed to support passenger loads.

At GVWR, the floor must have an elastic deflection of no more than 0.60 inches from the normal plane. The floor must withstand the application of 2.5 times of evenly distributed gross load weight without permanent detrimental deformation.

Floor and steps, with coverings applied, must withstand a static load of at least 150 pounds applied through the flat end of a ½ inch diameter rod with 1/32-inch radius, without permanent visible deformation. The flooring sections must be as large as practical, and all splices of the flooring must be made directly on a structural member.

Floor fasteners must be placed on each side of all splices. If floor fasteners are bolt type, the design must be such as to prevent bolt head from turning when nut is tightened.

EDGES - The floor must be essentially a continuous flat plane, except at the step wells, and operator's area. Where the floor meets the walls of the bus, the surface edges must be fitted tight and sealed, or blended with a circular section of radius not less than one inch and a molding or cove must prevent debris accumulation between the floor.

FLOOR PROTECTION - The floor, as assembled, including the sealer, attachments and covering must be waterproof, non-hygroscopic, and resistant to mold growth. The sub-floor must be resistant to the effects of moisture, including decay and impervious to insects.

All cuts, corners, and edges of the flooring must be precision cut no overlapping cuts must be permitted. All wood to metal interstices will be thoroughly caulked prior to assembly, to fill all voids so that none exist after final assembly.

FLOOR COVERING - All floor covering must be non-slip and must be selected or confirmed by Pace during pre-production meetings.

Preparation - Prior to the application of the floor covering, the seams, imperfections and fastener holes must be filled, then the entire floor must be thoroughly sanded and then thoroughly and completely cleaned of all sanding dust and foreign material. The floor covering must be weld-jointed and securely cemented to the sub-floor and laid to comply with the floor covering and adhesive manufacturer's recommendations. An 80 LB floor roller must be utilized to ensure good adhesion.

Vestibule - The floor in the entrance area or vestibule must be covered with nonskid composition material that remains effective in all weather conditions. The floor covering, as well as transitions of flooring material to the main floor and to the Step well areas, must be smooth and present no tripping hazards.

Color must be consistent throughout the floor covering. Color of the floor covering in the vestibule must be gray and must be selected by Pace during pre-production meetings

Operator's Compartment - Operator's area must be covered with sound deadening Cutaway Chassis Manufacturer non-skid black floor mat that must limit the sound level at the operator's ear to 80 dBA. A custom fit, removable, black rubber floor mat must be provided for the operator's area.

Passenger Area - The floor in the passenger area must be covered with non-slip composition material that remains effective in all weather conditions. A one-piece center strip must extend from the rear between the aisle sides of transverse seats to the front.

The floor under the seats must be covered with 2.2 mm thick minimum, flooring material. The floor covering must closely fit the sidewall cove, sidewall molding or extend to the top of the cove.

Mobility Aid Securement Area - The Mobility Device securement area floor must be covered with 2.2 mm thick minimum flooring material.

TS 9.5

PASSENGER ASSISTS

GENERAL REQUIREMENTS - Passenger assists in the form of full grip, vertical stanchions or handholds must be provided for safety during ingress/egress. Passenger assists must be convenient in location, shape, and size for both the 95th percentile male and the 5th percentile female.

Starting from the entrance door and moving anywhere in the bus, a vertical assist must be provided either as the vertical portion of seat back assist or as a separate item so that a 5th percentile female passenger may easily move from one assist to another using one hand and then the other without losing support. Excluding those mounted on the seats and doors, the assists must be 1 ¼ inches in diameter or width with radii no less than ¼ inch. All passenger assists must permit a full handgrip with no less than 1 ½ inches of knuckle clearance around the assist except the assists mounted on the door panels which must have no less than 1 inch of knuckle clearance.

A crash resulting in a 1-foot intrusion must not produce sharp edges, loose rails, or other potentially dangerous conditions associated with a lack of structural integrity of the assist. Any joints in the assist structure must be underneath supporting brackets and securely clamped to prevent passengers from moving or twisting the assists.

All passenger assists must be constructed of stainless-steel tubing, except any required colored tubing that must be powder-coated or Dura-Diamond or approved equal. All assists must be powder coated yellow.

The tubing must be 1 ¼ inch diameter SAE 204 or 30304 welded ornamental with a 0.059-inch wall thickness and a 180 finish and must withstand a force of 300 pounds applied over a 12-inch lineal dimension in any direction normal to the assist without permanent visible deformation. Brackets, clamps, screw heads, and other fasteners used on the passenger assists must be smooth or flush with the surface, free of rough edges, and must be stainless steel.

Front Doorways - The entrance doors and the entry area must be fitted with bright yellow assists no less than ¾ inch in diameter and must provide at least 1 ½ inches of knuckle clearance between the assists and the mountings. Assists must be as far outward as practicable but must be easily grasped by a 5th percentile female boarding from street level.

Doorway assists must be functionally continuous with the horizontal front passenger assist and the vertical assist on the front modesty panel. The bus operator must be provided an interior or exterior mounted assist for entry.

Vestibule - The aisle side of the operator's barrier and the front modesty panels must be fitted with vertical passenger assists that are functionally continuous with the overhead assist and that extend to within 36 inches of the floor. These assists must have enough clearance from the barrier to prevent inadvertent wedging of a passenger's arm.

A horizontal passenger assist must be located across the front of the bus and must prevent passengers from sustaining injuries on the fare collection device or windshield in the event of a sudden deceleration.

Without restricting the vestibule space, the assist must provide support for a boarding passenger from the front door through the fare collection procedure. Passengers must be able to lean against the assist for security while paying fares. The assist must be no less than 36 inches above the floor or the average step tread surface. The assists at the front of the bus must be arranged to permit a 5th percentile female passenger to easily reach from the door assist, to the front assist, to vertical assists on the operator's barrier or front modesty panel. The assist must not restrict a 95th percentile male operator's movement to the passenger area. All forward and overhead assists must be high visibility yellow.

Overhead - Except for the vestibule area, a continuous full grip overhead assist must be provided. The assist must be convenient anywhere in the bus and must be located over the center of the aisle seating position of the transverse seats. The assist must be no less than 70 inches above the floor.

Overhead assists must simultaneously support 150 pounds on any 12-inch length. No more than 5% of the full grip feature must be lost due to assist supports.

TS 9.6

INTERIOR ACCESS

Access for maintenance and replacement of the Contractor installed equipment must be provided. Removal of fixtures or equipment unrelated to the repair task to gain access must be minimized. Access for the entrance door actuator compartment must be secured with simple fasteners not requiring tools and must prevent entry of mechanism lubricant into the bus interior.

The Cutaway Chassis Manufacturer engine access mounting and retention must not be modified.

TS 9.7

PASSENGER SEATS

Passenger seats must be light weight, mid height with knee saver space saver backs and notch back fold away.

Minimum Requirements for Seating Capacity for the fifteen (15) passenger bus are as follows:

Seating for 15 ambulatory passengers (excluding the operator) without wheelchairs, and 6 ambulatory passengers with 4 wheelchairs.

All passenger seats must be forward facing.

All two passengers forward facing passenger seats must fold up and out of the way for passengers using mobility devices.

Externally mounted three-point passenger restraints belts must be provided.

A. ARRANGEMENTS

Bidders must submit with their bid, drawings to a readable scale of with top and side views of these arrangements which will be finalized with the Contractor at pre-production meetings for this project.

No arm rests are required, all seats except those against the back wall are to have seat back grab handles, including both wall and aisle seats.

Passenger seating layout must be compartmentalized.

Hip-to-knee room, measured from the front of one seat back cushion horizontally across the highest part of the seat cushion to the seat or panel immediately in front, must be no less than 26 inches at all seating positions. In paired transverse seats immediately behind other seating positions, hip-to-knee room must be no less than 26 inches.

Foot room, measured at the floor forward from a point vertically below the front of the seat cushion, must be no less than 14 inches.

Each transverse, forward facing seat, except the rear seats, must accommodate two adult passengers. Single forward-facing transverse seat must be allowed to accommodate mobility maneuvering. Thickness of the transverse seat backs must be minimized to increase passenger knee room and bus capacity.

The aisle between the seats must be no less than 17 inches wide at seated passenger hip height. Seat backs must be shaped to increase the dimension to no less than 20 inches at standing passenger hip height.

Accommodations - Maneuvering room inside the bus must accommodate as required by ADA for ease of movement for passengers using mobility aids.

LED lights are to be provided in the Lift area to illuminate the boarding area for Lift operation at night. The lights must provide enough illumination for safe boarding and de boarding of passenger and may not shine directly into the eyes of passengers or the Lift operator.

Mobility aid restraint system must comply with ADA, WC-18/19 and provide, at a minimum, the same level of protection as a seat belt/shoulder strap provides in a standard passenger car. The passenger restraint system must be Q-Straint model QRT Slide and Click -360 or approved equal. The securement system must utilize as few loose belts as possible. A storage system TDSS-SC from the securement system manufacturer must be provided and installed for ALL loose belts and requires Pace approval during pre-construction.

The securement system must be capable of securing all commercially available mobility aids and installed according to its manufacturer's instructions.

The entire installation must be sufficiently reinforced structurally so that a mobility aid with occupant weighing as required by ADA must be capable of passing a 30 MPH, 20g load simulated crash test into a concrete barrier. The restraints, including the shoulder harness must withstand static loads of up to 2,500 pounds on a plane normally encounter when a passenger and mobility aid are secured.

The Contractor must provide written concurrence from the securement system manufacturer approving the securement system installation prior to Pace acceptance of the First bus.

STRUCTURE DESIGN - the lowest part of the seat assembly that is within 12 inches of an aisle used by passenger utilizing mobility aids must be at least 10 inches above the floor. The underside of the seat and the sidewall must be configured to prevent debris.

All transverse objects, including seat backs and modesty panels in front of forward-facing seats, must not impart a compressive load more than 1,000 pounds onto the femur of passengers ranging in size from a 5th percentile female to a 95th percentile male during a 10g deceleration of the bus. Permanent deformation of the seat resulting from two 95th percentile males striking the seat back during a 10g deceleration must not exceed 2 inches, measured at the aisle side of the seat.

Structural failure of any part of the seat or sidewall must not introduce a laceration hazard. The seat assembly must withstand static vertical forces of 500 pounds applied to the top of the seat cushion in each seating position with less than ¼ inch permanent deformation in the seat or its mountings. The seat assembly must withstand static horizontal forces of 500 pounds evenly distributed along the top of the seat back with less than ¼ inch permanent deformation in the seat or its mountings.

The seat backs at the aisle position and at the window position must withstand repeated impacts of two 40-pound sandbags without visible deterioration. One sandbag must strike the front 40,000 times and the other sandbag must strike the rear 40,000 times. Each sandbag must be suspended on a 36-inch pendulum and must strike the seat back 10,000 times each from distances of 6, 8, 10, and 12 inches. Seats at both seating positions must withstand 4,000 vertical drops of a 40-pound sandbag without visible deterioration. The sandbag must be dropped 1,000 times each from heights of 6, 8, 10, and 12 inches.

Seat cushions must withstand 100,000 randomly positioned 3 ½ inch drops of a squirming, 150 pounds, smooth surfaced, buttocks-shape striker with only minimal wear on the seat covering. When installed, seat back handholds and armrests must withstand 25,000 impacts in each direction of a horizontal force of 125 pounds with less than ¼ inch permanent deformation and without visible deterioration.

CONSTRUCTION AND MATERIALS - The upper rear portion of the seat back, seat back handhold, and upper rear surface of the modesty panels located immediately forward of transverse seats must be constructed of energy absorbing materials.

During a 10g deceleration, the HIC number must not exceed 400 for passengers ranging in size from a 6-year-old child through a 95th percentile male.

The minimum radius of any part of the seat back, or modesty panel in the head or chest impact zone must be a nominal ¼ inch.

Seats, back cushions, and other pads must be securely attached. Seats must be fully padded, cushion foam ~~is not~~ required must meet docket 90 and finish upholstered with heavy duty premium quality Level 4 ~~€~~, blue, D 90 ~~“REPEL” pattern cloth~~ material that repels moisture. The material must be antibacterial and antimicrobial. Samples of material and color must be submitted for approval prior to construction.

To the extent practicable Identical seat cushions and pads are to be interchangeable throughout the bus.

All materials and workmanship must conform to SPI standards and specifications in tests for plastic foam. Materials must have high resistance to tearing, flexing, and wetting. Fold up seats must have mechanical devices for retention.

There must be no exposed threads in the passenger’s area, all seat fasteners are to be finished with an acorn nut.

TS 9.8

OPERATOR’S SEAT

DIMENSIONS, TYPES AND, FEATURES - The operator’s seat must be located so that persons ranging in size from the 95th percentile male to the 50th percentile female may comfortably operate the vehicle over long periods of time. The operator must be able to make all seat adjustments required from the seated position. The seat must be provided and installed and include all optional features available at the time the order is placed. Minimum features must include:

1. Cutaway Chassis Manufacturer installed restraint system
2. Manual forward and aft slide adjustment controls
3. Manual seat pan rake adjustment
4. Adjustable Lumbar support
5. High back or adjustable headrest
6. Premium grade vinyl upholstery, blue ~~cloth~~ exactly matching the passenger seats
7. Arm rest(s) must be removed, if so equipped and the openings professionally filled

The Contractor installed stanchions and barriers may not in any way restrict the operator’s seat. The seat must have a minimum of 4 inches of clearance when fully extended to its maximum points of adjustment.

Final assembly, appearance, construction, and quality must require Pace approval during pre-production meetings.

TS 10.0
TS 10.1

ANCILLARY FEATURES
VISORS

The Cutaway Chassis Manufacturer standard, adjustable padded driver’s side sun visor must be provided.

- TS 10.2 COAT HOOK**
A screw mounted operator's coat hook must be furnished and installed by the Contractor at the operator's area.
- TS 10.3 STORAGE LOCKER**
A storage locker or compartment with a hinged door and latch must be provided overhead in the operator's area. The locker must be at least 2 cubic feet in size. The door must not be readily accessible to passengers. If a top mounted hinge is utilized, a retainer must be supplied to hold the door in the open position.
- A switched LED lamp must be provided in the compartment, the compartment lamp may only be powered when the bus ignition is in the on or accessory position.
- TS 10.4 REGISTRATION HOLDER**
The Contractor must provide and install one round watertight, registration cardholder with a clear Plexiglas twist open front panel.
- TS 10.5 CONVEX LENS**
An 11-inch x 14-inch magnifying convex lens must be supplied for and installed on the rear window.
- TS 10.6 FARE COLLECTION SYSTEMS**
A stanchion near the entry door shall be pre-drilled for the installation of a Pace fare box security bracket.
- Pre-installation for Pace Ventra system must be provided. This will include pull wires from a power dump module near the power supply, to a Drivers Terminal convenient to the operator and to a Mobile Validator on a stanchion convenient for passenger boarding.
- Details will be provided at pre-production meetings.
- TS 10.7 MIRRORS**
EXTERIOR MIRRORS Fully adjustable 7.0 x 9.5-inch rectangular mirrors with adjustable 4 x 8-inch minimum convex mirrors mounted above shall be provided on each side of the bus exterior. Mirror heads must be corrosion resistant with rigid adjustable support arms that must be stainless steel corrosion resistant. Mounting of the mirrors must be corrosion resistant and requires Pace approval during per-production.
- INTERIOR MIRRORS - A Cutaway Chassis Manufacturer installed day/night rear view mirror shall be provided. A nominal 6 x 9-inch convex mirror must be installed at the front that must allow the driver to monitor all interior passenger positions. The mirror must be supported and may not vibrate.
- TS 10.8 SAFETY EQUIPMENT**
Emergency Triangles - One set of three (3) emergency DOT approved triangles in a storage box must be provided and secured in each bus.

TS 11.0 PROPULSION SYSTEM

TS 11.1 PERFORMANCE AND POWER REQUIREMENTS

The propulsion system and drive train must provide ample power to enable the bus to meet the defined acceleration, top speed, and gradeability requirements. Enough excess power must be available to operate all accessories.

TS 11.2 TOP SPEED

The bus must be capable of a minimum top speed of 70 mph on a straight, level road at seated load weight (SLW) with all accessories operating.

TS 11.3 GRADABILITY

The gradeability requirements must be met on grades with a surface friction coefficient of 0.3 and above at SLW with all accessories operating. The standard configuration power plant must enable the bus to maintain a speed of 45 mph on a 2 ½% grade and 7 mph on a 16% grade.

TS 11.4 ACCELERATION

An average acceleration rate of at least 0.06g must be achieved at SLW between 0 and 15 mph. Acceleration measurement must commence when the accelerator is depressed. The minimum acceleration is as follows:

TS 11.5 JERK

Jerk, the rate of change of acceleration, must be minimized throughout the acceleration and deceleration ranges. The Jerk rate must be no greater than 0.3g average jerk per one second interval. This requirement must be achieved regardless of operator actions, except brake application.

TS 11.6 OPERATING RANGE

The operating range of the buses must be a minimum of 250 miles on a single full tank of fuel.

TS 11.7 SERVICE

All Cutaway Chassis Manufacturers lubricant sump drains must be fitted with standard drain plugs.

TS 11.8 ENGINE

The engine must meet all requirements when operating on commercially available fuels. Durability of the engine and its components must not be reduced when operating on any of the commercially available fuels.

An electronically controlled fast idle system shall be provided. Supply and installation require Pace approval during pre-construction meetings. The system may be activated only when transmission is in the Park position and the parking brake is set.

COOLING SYSTEM - Temperature of operating fluids on the bus must be controlled by a cooling system. The cooling system must be sized to maintain fluids at safe, continuous operating temperatures during the most severe operations possible with the bus loaded to GVWR and with ambient temperatures up to 115°F.

A water-based pressure type cooling system that does not permit boiling or coolant loss during the operations described above must cool the engine. Premium antifreeze, low phosphate type, must protect the cooling system to -35°F. A coolant overflow system must capture, retain and reuse any overflow coolant.

The Contractor installed hoses must be Premium grade reinforced Silicone or superior and must be impervious to all fluids used on the vehicle. All Contractor installed hoses must be secured with premium, constant torque type clamps with active pressure compensation.

EMISSIONS - Gas and Smoke - All buses must be powered by engines complying with all current regulations governing emissions.

Exhaust Location - Waste heat must be discharged at the rear or street side of the bus and must be directed away from the bus. Exhaust piping must not restrict the underbody clearances. Termination of the exhaust pipe must comply with FMVSS 108.

The exhaust system must be Cutaway Chassis Manufacturer heavy duty, free flow design. Contractor installed additions or modifications must utilize stainless steel or approved equal exhaust pipe and Cutaway Chassis Manufacturer clamps and hangers.

Exterior Noise - Airborne noise generated by the bus and measured from either side must not exceed 83 DBA under full power acceleration when operated at or below 35 mph at curb weight and just prior to transmission up-shift. The maximum noise level generated by the bus pulling away from a stop at full power must not exceed 83 DBA. The bus generated noise at curb idle must not exceed 65 DBA. If the noise contains an audible discrete frequency, a penalty of 5 DBA must be added to the sound level measured.

All noise readings must be taken 50 feet from and perpendicular to, the centerline of the bus with all accessories operating on high speed. Instrumentation, test sites, and other general requirements must be in accordance with SAE Standard J366 Feb 87 or latest revision. The pull-away test must begin with the rear bumper even with the microphone. The curb idle test must be conducted with the front bumper even with the microphone.

TS 11.9

FINAL DRIVE

TRANSMISSION - The transmission must be a heavy-duty multiple speed, overdrive, automatic shift with torque converter and electronic transmission controls. The Cutaway Chassis Manufacturers installed auxiliary transmission cooler must be provided.

REAR AXLE - The rear axle must be the Cutaway Chassis Manufacturers heavy duty standard with a full floating, drive axle providing more than 70 MPH road speed. The rear axle carrier and hubs must be internally oil lubricated with multi-grade, multi-purpose gear oil. Transfer of gear noise to the bus interior must be minimized.

DRIVE SHAFT - The drive shaft must be guarded to prevent it from striking the floor of the bus or the ground in the event of a tube or universal joint failure. The drive shaft guard or loop must be heavy duty and requires Pace approval during pre-production meetings. Under all operating conditions, and regardless of suspension status, the drive shaft angle must not exceed 8°.

TS 11.10

SUSPENSION

Front axle must be the Cutaway Chassis Manufacturers heavy duty standard and must be designed with proper wheel and axle geometry so that imperfect front axle operation will not be encountered in service. The front axle must have a design load rated for the gross loads of the completed bus at capacity.

Bushings must be replaceable molded rubber bushing at all lateral joints with replaceable steel with ball joints at yoke/spindle pivots. Rubber axle stops must be provided between the axle and frame on each side of both axles to prevent axle and/or frame damage in severe bounce condition.

GENERAL REQUIREMENTS - The front suspension must be adjustable independent. A Cutaway Chassis Manufacturer front sway bar must be provided.

SPRINGS AND SHOCK ABSORBERS - The springs and gas shock absorbers must be heavy duty. Gas pressurized, double-acting shock absorbers must be provided to control jounce and rebound.

Front springs must be coil springs designed for smooth ride and quiet operation with a combined capacity to GVWR. Service clamps must be heavy duty.

LUBRICATION - When available from the chassis manufacturer, all elements of steering, suspension, and drive systems requiring scheduled lubrication must be provided with grease fittings conforming to SAE Standard J534. These fittings must be located for ease of inspection and must be accessible with a standard grease gun without flexible hose end from a pit or with the bus on a hoist.

TS 11.11

STEERING

Power steering shall be provided.

Tilt wheel shall be provided.

Turning radius must not exceed 33 ft. outside front bumper.

The bus must undergo a complete alignment after the bus is completed at the point of final assembly after the bus body has been added to the chassis and before delivery to Pace. A copy of the complete alignment must be provided to Pace with the bus delivery documents.

A caster / camber kit must be provided and installed.

TS 11.12

BRAKES

All must be Power disc brakes with ABS.

TS 11.13

WHEELS AND TIRES

WHEELS – Wheels must be:

Chassis manufacturer's standard color.

Compatible with tires in size and load carrying capacity.

Compatible with the bus and the tires described below.

The Contractor must provide plated steel valve stems and caps.

TIRES - Seven all season, commercial duty, radial tubeless tires sufficiently rated to the GVWR of the bus must be provided. A highly visible plate and permanent decal on the driver's doorframe must state the recommended tire pressure of the modified bus at final weight.

Balancing - All tires on wheels must be balanced and must not excite vibration at speeds up to 70 mph.

Spare - Each bus must be equipped with one spare wheel and matching tire. The assembled spare wheel and tire must be shipped loose in the vehicle in a manner that will not cause damage to the interior of the vehicle. The spare all wheel and tire assembly must be balanced.

TS 11.14 FUEL SYSTEM

No alterations or modifications to any part of the Cutaway Chassis Manufacturer fuel system must be allowed. An authorized dealer will replace fuel tanks damaged during construction with only new Cutaway Chassis Manufacturer parts.

FUEL TANK - A single fuel tank must be provided. The fuel tank must be supplied and installed by the Cutaway Chassis Manufacturer and may not be altered or modified.

Any alteration of the Cutaway Chassis Manufacturer fuel system must be recertified by that manufacturer to comply with all applicable FMVSS Regulations. The fuel tank must have a minimum capacity of 33 gallons US.

FUEL FILLER - The fuel filler must be located on the Roadside of the bus and must be installed to prevent obstructions caused by kinks in the filler hose or vent line. All components of the fuel filler installation must meet the requirements of the original Cutaway Chassis Manufacturer.

FUEL LINES - Fuel lines must be unaltered as supplied by the Cutaway Chassis Manufacturer.

TS 12.0 ELECTRICAL SYSTEMS
TS 12.1 GENERAL REQUIREMENTS

No alterations or modifications to the Cutaway Chassis Manufacturers electrical system must be allowed outside of those required by this Specification. Any modification to the Cutaway Chassis Manufacturers electrical system and wiring requires the Cutaway Chassis Manufacturers approval.

The electrical system must provide and distribute power to ensure satisfactory performance of all electrical components. All practicable safety precaution must be taken to minimize hazards to passengers, operators and maintenance personnel. The system must be nominal 12-volt direct current.

The cutaway chassis manufacturers alternator(s) output must be a minimum 220 amp minimum with integral regulator. Redundant grounds must be used on all Contractor

installed electrical equipment. Contractor installed electrical harness may not be routed under the bus. Only required harnesses may be routed under the floor.

All electrical components, switches, relays, flashers, circuit breakers, etc., must be heavy duty designs.

These components must be designed to last the service life of the bus and must be replaceable in less than 5 minutes by a 3M mechanic. Contractor installed sockets of plug in components and wiring must be polarized and moisture proof, where exposure to moisture may be imminent, meeting the following requirements:

- A. Compatible with ISO standards, having inertia lock and tinned connectors
- B. Environmentally sealed from moisture passing the following tests:
 - 1. Saltwater Immersion – 5 cycles of 30 minutes at 125°C followed by 30 minutes immersed in a 3% salt-water solution
 - 2. Immersion Flex – The connection system cable will be flexed 500,000 cycles at 750 cycles per minute while immersed in a 3% salt-water solution
 - 3. Salt Spray – 72 hours in a 5% salt fog

- C. Fluid Compatibility – Connector system immersed for 3 minutes in each of the following fluids:

Gasoline	Transmission Fluid
Diesel Fuel	Power Steering Fluid
Motor Oil	Brake Fluid
Engine Coolant	Windshield Washer Fluid

- D. Pass the following other environmental tests:
 - 1. High Temperature Exposure at Rated Current – 1008 hours of 125°C at rated current
 - 2. Thermal Cycling – 1000 cycles of 30 minutes at -40°C and 30 minutes at 125°C
 - 3. Mechanical Shock – 3 shocks of 50G in each of 3 mutually perpendicular axes
 - 4. Vibration – 1.5 mm by 15G vibration for 2 hours in each of 3 mutually perpendicular axes
 - 5. Dust – A total of 5 hours in dust agitated for 5 seconds every 20 minutes
- E. Electrical and Mechanical Performance:
 - 1. Low-level Termination Resistance – Must not exceed 10 milliohms at a potential of 20 millivolts
 - 2. Voltage Drop – Including crimp, terminal bulk and contact voltage drop, must not exceed 10 millivolts per amp
 - 3. Voltage and Temperature Range – Temperature -40°C to 125°C, Voltage 0.05 VDC to 16 VDC
 - 4. Isolation Resistance – Between adjacent terminals must exceed 20 megaohms at 16 volts DC

5. Continuity – No intermittence greater than 100 ohms for longer than 1.0 microsecond
6. Retention Force – Terminal to connector retention force to exceed 53N
7. Connector to connector disengages force to exceed 178N
8. Connector Mating Force – With a maximum number of terminals, must not exceed 135N
9. Indexing Feature – Must prevent miss-mating of connectors when a force of 265N is applied

TS 12.2 WIRING TERMINALS

All wiring added to the bus by the Contractor must be copper strands rated for up to 600 volts. All wiring installed by the Contractor must have double electrical insulation, be waterproof, type GXL, and must meet SAE Recommended Practice J1293 and J1128. The requirement for double insulation must be met by using a non-conductive, flexible nylon conduit rated to 300°F.

All wiring terminals installed by the Contractor must be pre-insulated sealed connectors. All terminals must be full ring type. All exposed terminals and connections must be sealed and protected from corrosion.

All wiring installed by the Contractor must be grouped and identified. Identification must be of a permanent type impervious to all fluids used in the bus. The identification may be numbers or of a descriptive nature i.e. rear heater. No Contractor installed wiring colors or numbers may be repeated anywhere in the same harness.

Any wire looms containing 10 (ten) wires or more must include two spare wires. The spare wires must be sized to equal the largest wire in that loom and must be identified as a spare. Grommets must be provided at any point where the wiring passes through metal or material that may chaff the wire.

Wiring length must allow for replacement of terminals or connectors without pulling or stretching the wire. All Contractor installed terminals must be installed using a ratcheting type “Go-No-Go” crimping machine.

All Contractor installed wiring/looms must be supported and secured at intervals of no more than 24 inches by means of an insulated mechanical P-clamp. All Contractors installed electrical accessories and equipment must be controlled from the ignition switch circuit. Exceptions are; Exterior lights and added warning lights.

TS 12.3 JUNCTION BOXES

All Contractor installed relays, controllers, flashers, circuit breakers and other electrical components must be mounted in easily accessible sealed junction boxes. The junction boxes must be a moisture-proof construction and material. The front interior junction box must be no less than 10 inches high by 12 inches wide by 4 inches deep or as a general guide 480 cubic inch.

The components inside of each box must be identified on a drawing printed on the inside of the box or its cover. The drawing must be sealed and be of a permanent type.

TS 12.4 ELECTRICAL COMPONENTS

All Contractor installed components including switches, relays, flashers and circuit breakers must be of heavy-duty design and function. All Contractor installed switches must be heavy duty switches, the marking on switches must be permanent and can not wear off through heavy duty usage. These components must be replaceable in less than five minutes and designed to last the service life of the bus. The sockets of any plug-in components must be polarized and positively retained in place by a lock or latch.

Contractor installed electric motors must be heavy duty (20,000 hour) design.

TS 12.5 GENERATING SYSTEM

The alternator(s) must be sized to provide a minimum 220 amps output.

Proper suppression equipment must be provided in the electrical system to eliminate interference with radio and television transmission and reception and the equipment must not cause interference with or degradation of any electronic system on the bus.

TS 12.6 RADIO NOISE SUPPRESSION

Proper suppression equipment must be provided in the electrical system to eliminate interference with radio and television transmission and reception and the equipment must not cause interference with or degradation of any electronic system on the bus.

TS 12.7 BATTERIES

Two (2) AGM batteries must be supplied and installed. The batteries must be sealed maintenance free and 1150 CCA/220-minute reserve minimum.

MASTER BATTERY SWITCH - A heavy duty sealed manual master battery disconnect switch must be installed by the Contractor. The switch must be assembled of premium and corrosion resistant materials. Only Cutaway Chassis Manufacturer systems may bypass the disconnect switch. The switch requires supplier and installations Pace approval during pre-production meetings.

BATTERY COMPARTMENT - A battery compartment must be supplied and installed on the curbside of the bus aft of the entry door and forward of the rear axle. The battery compartment and door must:

Door must be non-conductive and be top hinged.

Utilize two (2) quarter turn wing locks or “D” ring type.

Be adequately vented.

Be protected from all road spray and road dirt into the compartment.

Utilize a composite or stainless-steel tray mounted on stainless steel sliding tracks, stainless steel rollers/bearings and mounted with stainless steel hardware.

TS 12.8 CIRCUIT PROTECTORS

The Cutaway Chassis Manufacturer electrical protection may not be altered or modified in any way. All Contractor installed circuits must be protected by manual reset thermally sensing circuit breakers. All circuits rated at above 30 amps must be the “panel mount” type with screw, which secure each individual wire. All circuit breakers must be labeled for capacity and circuit function. Circuit breakers installed in terminal blocks must be installed and retained to help prevent the possibility of a circuit breaker vibrating from its position.

TS 12.9 PASSENGER POWER OUTLETS

Each row of passenger two (2) seats must be provided one (1) USB device charging port. USB ports shall be individually and externally fused for circuit protection.

TS 12.10 COMMUNICATIONS SYSTEMS

RADIO ACCOMMODATIONS - The Contractor must provide necessary wiring, conduit and pull wires for complete and secure installation of a two-way communications system. The Contractor is not required to supply the communication system. Installation must be convenient to the operator and requires Pace approval.

System installation must include:

1. A shielded and circuit protected and shielded 10 gauges red 12 vdc power lead
2. A shielded 10 gauge black 12 vdc ground lead
3. Wires must be attached to a terminal strip close to the radio installation location
4. Flexible 1 inch inside diameter conduit from the installation location to the antenna installation location on the roof with pull wire
5. The antenna installation location must include a 12 inch by 12-inch grounding plane in addition to sheet aluminum or steel used
6. An interior access for antenna connection service
7. A 16 inch by 16-inch mild steel or structural aluminum mounting plate with four (4) two (2) inch standoff brackets with mountings, placement will require Pace approval

TS 12.11 INTENTIONALLY LEFT BLANK

TS 13.0 OPERATING COMPONENTS

TS 13.1 WINDSHIELD WIPERS AND WASHERS

The bus must be equipped with Cutaway Chassis Manufacturer variable speed intermittent windshield wipers. The windshield washer system must be as supplied by the Cutaway Chassis Manufacturer. Cutaway Chassis Manufacturer low fluid warning lamp must be provided.

TS 13.2 LIGHTING

EXTERIOR LIGHTING - Cutaway Chassis Manufacturer headlights must be provided and may not be altered or modified. All Contractor installed exterior lamps must be sealed LED type and each lamp must be easily replaceable in less than 5 minutes. All LED lamps must be assembled with 100,000-hour quality LED's. LED lamps must be selected based on light patterns, visibility, installation requirements and durability during pre-production meetings with the Contractor.

Lamp fixtures (Michigan marker configuration) must be mounted near the top of the roof and centered on the body center line, on the front of the bus with amber lenses and on the rear of the bus with red lenses. Ten marker lamps must be installed, one on each visible elevation of the upper corners of the body. The fronts must have amber colored lenses, and the rear fixtures must have red colored lenses. All marker lamps must be flush, or surface mounted at the correct angle for 180° visibility.

Two side mounted directional turn signal lamps must be provided. These lamps must activate with the respective turn signal and hazard flasher.

All rear mounted lamps must be flush mounted in shock resistant grommets and the surface area immediately adjacent must be finished in flat black. The rear-mounted lamps must include:

1. Six Stop lamps, two of which must be mounted near the center line of the bus, four of which must double as Marker lamps
2. Four amber Turn Signal/Hazard lamps
3. Two Back up lamps
4. One lamp must be provided for the rear license plate
5. Two reverse “docking” lamps must be installed

Exterior lamps not mounted in shock resistant grommets must be sealed riv-nut type utilizing 10-32 stainless steel crosshead screws coated with anti-seize lubricant.

PASSENGER INTERIOR LIGHTING - The LED overhead lighting system must consist of a minimum of the equivalent of six – four-inch (may be rectangular) round LED lamps which must provide general illumination in the passenger compartment. A switch that is operative only when the ignition switch is in any position except “off” must control the lighting system.

The system must provide no less than 12 foot-candles of illumination on a 1 square-foot plane at an angle of 45° centered 33 inches above the floor and 24 inches in front of the seat back at each seating position except at the rear cross seat and under the forward most lighting fixtures.

Floor surface in the aisle must be illuminated to no less than 10 foot-candles. Floor surface illumination in the vestibule may be reduced to no less than 4 foot-candles when the front door is open and no less than 2 foot-candles when the front door is closed.

Light fixtures must be located above the side windows at or near the juncture of the bus ceiling and the sidewall. Lamp fixtures and lenses must be Fire Resistant and must not drip flaming material onto seats or interior if burned.

Buses must be designed so that the operator will see no hazardous or annoying windshield reflections of lights. The lighting design must be coordinated with the design of the operator’s station to minimize reflections into the operator’s eyes from the windshield and other parts of the bus.

The buses must be used in suburban areas on narrow roads without street lighting, and the operator’s environment must be adequate for such use at night or in unfavorable weather.

Step well lights must be LED. The passenger step well area must be illuminated, the light must extend at least three feet from the lowest step, and the light level at three feet must be 1 foot-candle. Step well light must operate from a door switch and the lights must be off unless the door is open. These lights must be shielded to protect passengers’ eyes from glare.

Light fixtures must be totally enclosed, splash-proof, designed to provide ease of cleaning as well as lamp and housing removal, and must not be easily removable by passengers. Step well lights must be protected from damage caused by passengers kicking lenses or fixtures and must not be a hazard to passengers. Separate lights may be required for compliance to ADA requirements.

OPERATOR’S LIGHTING - The operator’s area must have a LED light controlled through the Cutaway Chassis Manufacturers dome light switch and must illuminate the half of the steering wheel nearest the operator to a level of 10 to 15 foot-candles.

TS 13.3 OPERATOR’S CONTROLS

All Contractor installed controls and switches must be conveniently located in the operator’s area and must provide for ease of operation. These controls must be located so that boarding passengers may not easily tamper with control settings. The Contractor installed supplemental operator’s control panel must be in the Cutaway Chassis Manufacturers dash and/or radio location in the dash and must include all necessary instruments for safe operation of the bus.

Switches for the control of interior lights, door, and rear heaters and air conditioning must be mounted in the supplemental control panel. Switches and controls must be essentially within the hand reach envelope described in SAE Recommended Practice J287 Operator Hand Control Reach.

Contractor installed switches must be heavy duty, moisture proof switches only.

Contractor installed switches and controllers must include:

Rear climate control Rotary switch with 3 positions Off /Low/Medium/High

No wiring, equipment, or housings must interfere with the operation of foot-controlled pedals. The door control must be in the most convenient operator locations and must be identifiable by shape, touch, and markings. Doors must be operated by a single control, conveniently located and operable in a horizontal plane by the operator’s right hand.

All Contractor installed control panel switches and controls must be illuminated and permanently marked with easily read identifiers and international symbols when practicable. All panel mounted switches and controls must be replaceable, and the wiring at these controls must be serviceable from the vestibule or the operator’s seat. Switches, controls, and instruments must be dust and water resistant.

The Contractor must provide the following Controls and Switches:

CONTROLS	SWITCHES
Accelerator pedal	Ignition
Brake pedal	Turn Signals & Hazard
Door control	Interior lighting
Windshield wipers & washers	Instrument panel lighting intensity control and operator’s area light
Interior climate control	Horn

Parking/emergency brake	Headlight dimmer
Transmission control	Fast idle, if system is not automatic
	Lift

TS 13.4 INSTRUMENTATION

Instruments and indicator lights must be located on the front cowl immediately ahead of the steering wheel. The steering wheel spokes or rim must not obstruct the operator’s vision of the instruments when the steering wheel is in the straight-ahead position.

Illumination of the instruments must be simultaneous with the marker lamps, and the intensity of all instrument lights must be infinitely adjustable from off to full on. Glare or reflection in the windshield, side window, or front door windows from the instruments, indicators, or other controls must be minimized. Instruments and indicators must be easily readable in direct sunlight. Indicator lights immediately in front of the operator must include:

1. High beam headlamps
2. Right and left turn signals
3. Hazard warning
4. Parking brake applied
5. Seat Belt
6. Low Fuel
7. Check Engine
8. ABS/Brake
9. Low W/S Wash Fluid

The following instruments must be provided:

1. Speedometer with Odometer
2. Fuel Gauge
3. Temperature Gauge

TS 13.5 AUDIBLE WARNINGS

Audible warning must inform following vehicles or pedestrians of reverse operation. Audible reverse operation warning must be between 86 dBA and 94 dBA at four feet. Pitch must be uniform from bus to bus. Location must direct sound to the rear and down such that sound reflection back to the bus is minimized.

Chassis manufactures standard electric horns must be provided, mounted to prevent entry of water and dirt into horn trumpets. The horns must sound high and low notes that are clearly audible over 75 dBA traffic noise at 300 feet.

TS 13.6 BACK UP SAFETY

A back up / rear view camera system with dash mounted monitor must show operators objects in the bus’s path when backing up. This system may be shared or a part of the overall camera surveillance system. The system type, function, manufacture and installation details require Pace’s approval at pre-production meetings. The color camera and monitor must be designed for High resolution and low light conditions.

TS 13.7 LIFT SYSTEM

The Mobility Aid Lift system must comply with all most recent Federal, State, and Local regulations. The mobility aid loading system and appurtenances as installed must comply with all applicable legal requirements, including the Americans with Disabilities Act. The

mobility aid lift and securements must be designed, built, and tested in accordance with FTA's Guideline Specifications for Passive Lifts, Active Lifts, Wheelchair Ramps and Securements Devices. Each lift must be labeled stating compliance to FMVSS 403.

The Lift design must include the following features:

1. A doorway must be located on the curbside of the bus; these double, outward folding doors must incorporate stainless steel hinges or pivots; the doors must be provided with over center gas or spring assists; and each door leaf must be provided with a window to closely match all other passenger windows
2. A master Lift control switch will be provided in the operator's compartment to enable power to the Lift
3. An interlock system must be provided; the interlock system must engage when the transmission is placed in park position and the parking brake is set
4. The master power switch must be activated, and the Lift doors opened before power to the Lift can be provided to the Lift
5. Must not include an overhead structure
6. The Lift platform must be capable of raising and lowering passengers with mobility aids of 1,000-pounds
7. Include all barriers and restraints to provide a level of comfort and a sense of security for the passengers using the Lift
8. Include a designated area for standing passengers, which must be easily identified by a bright contrasting color
9. The surface of the platform must be non-slip by design
10. Be of a modular configuration that lends itself toward component removal for ease of service
11. Have been tested to 2,400 pounds, a tested, and a minimum rated continuous lifting capacity of 1,000 pounds
12. All metal components must be powder coated dark gray
13. Utilize an electric (12 VDC) hydraulic pump with control valves of a modular design allowing for ease of removal for service
14. The hydraulic system must provide gravity down with a smooth, controlled, jerk free ride in both the up and down directions
15. The bridge plate, the plate forming the bridge between the Lift platform and the bus floor when the platform is at floor level position, must be a hinge design
16. The platform must be steel construction utilizing a see-through steel grate
17. The platform must have a usable space capacity of 34 inches width by 54 inches in length or as defined by ADA if requirement is greater
18. The platform must fold and unfold automatically in operation, and must be manually operable in the event of a power interruption
19. Automatic roll or safety stops, inboard and outboard, must be provided while the lift is in operation
20. Travel as allowed by NHTSA must be needed to engage the safety
21. A restraint belt must be provided for additional security
22. The Lift controls must be mounted in a lightweight weatherproof box
23. The switches must be heavy duty momentary, self-centering type
24. The control function of the switches must be permanently identified
25. The hand-held control box must be stored on a bracket mounted inside of the Lift door

26. The control box cable must be protected against inadvertent damage and store easily out of the way of the doors
27. The Lift system power circuit must be protected by a circuit breaker engineered and supplied by the Lift system manufacturer and the circuit breaker must be installed away from heat sources, which may affect its operation
28. A manual back up system must be provided to ensure operation of the Lift in case of electrical failure
29. The manual system must be capable of performing a complete loading and unloading cycle
30. Dual assist rails installed on the Lift must be have ~~powder-coated~~ High Visibility Yellow, non-slip end hand grips
31. The Lift manufacturer must supply all fasteners used to attach the Lift system to the bus. Installation must be as directed by the Lift manufacturer
32. A system consisting of warning buzzers, lights and interlocks must be installed to prevent possible passenger hazards

The following descriptions of function are intended only as a guideline, as a minimum the lift system must:

1. Provide interlocks that prevent the transmission selector from being moved from the park position while the Lift power is on
2. Provide a safety system to ensure the Lift power will not activate unless the transmission selector is fully in park and the parking brake is applied and the ignition is on
3. Provide a safety system to ensure that the Lift will not function unless the Lift doors are in the fully open position

No mechanical type switches must be acceptable below the floor line of the bus. Any Contractor-installed switches below floor may be proximity type only.

TS 13.8 HEATING VENTILATION AND AIR CONDITIONING (HVAC)

Dual HVAC (Heating/Ventilation/Air Conditioning) systems must be provided. The Cutaway Chassis Manufacturer must not be modified. A second and completely independent system must maintain the climate control of the passenger compartment area.

CAPACITY AND PERFORMANCE - The HVAC systems must maintain the interior of the bus at a level suitable for all climatological conditions found in the Pace service area. The system must maintain average passenger cabin temperature between 68°F and 72°F with a relative humidity of 50% or less. The system must maintain these conditions in ambient temperatures of 0°F to 100°F with a full capacity of seated passengers. At ambient temperatures of less than 0°F, the average interior temperature may not fall below 60°F.

The temperatures must be measured at a height of six inches above the floor for heating checks and six inches below the ceiling for cooling checks. The interior temperature of the bus may not vary more than $\pm 10^\circ\text{F}$ average from the front to the back.

Performance of operation within the requested range and conditions must be verified by Pace inspection. The cooling mode must be capable of reducing the passenger cabin temperature from 110°F to 90°F in less than 20 minutes from engine start-up after being parked in direct sun light at ambient temperatures of 100°F, with no passengers on board.

~~System capacity performance calculation must take into consideration the dark blue exterior finish of the bus.~~

DESIGN AND CONSTRUCTION - The Contractor installed HVAC system must comply with the following:

1. The air conditioning system shall utilize refrigerant 134A
2. Roof mounted condenser with crash bar
3. Evacuation/Service access ports must be installed in a readily accessible location and allow for isolation and evacuation of the system for service. Location of the access ports to be determined at pre-build meetings.
4. The passenger cabin HVAC system must be evacuated and tested according to manufacturer's requirements.
5. JIC and SAE swivel fittings of ¾ inch flare size and larger must include "O" rings for added sealing protection; "O" ring material must be compatible with the refrigerant used
6. Contractor installed air conditioning refrigerant lines and connections must be a low permeation type
7. All Contractor installed refrigerant lines must utilize secure fittings that must not corrode for the life of the vehicle
8. Low-pressure refrigerant lines must be insulated with sealed foam rubber tube
9. The passenger cabin heater must be overhead installation
10. All Contractor installed heater hose must be premium silicone reinforced or superior
11. All Contractors installed exposed heater hose must be insulated and the insulation sealed
12. Heater hose may not be routed near wheel wells
13. A heavy-duty booster must be installed in the lines providing coolant to the rear heater

CONTROLS - The heating, ventilating, and off operational modes of the interior climate control system must be controlled by heavy duty switches conveniently located to the operator.

AIR FLOW - Passenger Area - The heating and cooling mode of the interior climate control system must introduce air into the bus at or near the ceiling at a minimum rate of 25 CFM per passenger based on the bus with full seated load. Airflow must be free blow distributed throughout the bus with air velocity not exceeding 60 CFM on any passenger.

Operator's Area - The operator's area must be Climate Controlled by the Cutaway Chassis Manufacturer's supplied forced air, heater, defroster and air conditioning system. The system must have a variable or multi 4-speed fan with fresh air mode. The windshield defrosting system must meet the requirements of SAE J382.

Roof Hatch - One minimum 23.0-inch X 23.0-inch, five-way adjustable roof hatch with emergency egress capabilities must be provided and installed. The emergency release mechanism must be of simple quarter turn design. Safety straps/cables must be provided for the top cover. Exterior release handle must be provided. Photo luminescent pictograms illustrating operation and use of the hatch must be provided on the interior and exterior.

TS 14.0 SURVEILLANCE AND CAMERA SYSTEMS

The bus must be prewired for the installation of a Pace owned DriveCam event recorder on the windshield.

A secure and waterproof storage must be provided for event recorder and cellular modem / router inside of the bus. The storage area must have a fan and filter connected to the passenger cabin for access to heated and cooled air. The storage must have enough power provided for all the equipment listed in this section and watertight conduit for routing of required antenna cabling.

An event recorder system must be provided and installed. The system must include a color video monitor convenient to the operators which must show a 170° view of behind the bus when backing.

The system must include a minimum of 4 Terabyte of total storage.

An automatic HD digital video recording system must be provided powered directly from batteries, bypassing the Master Battery Disconnect Switch(es), to record images always with the Master Control Switch in any position except "Off".

The system must operate up to one hour (independently programmable) after the Master Switch is turned off. The system must be self-initiating and operate at any time, with the Master switch in any position, including "Off", if triggered by the activation of the Bus SAS. When triggered, the system must tag images (write protect) to prevent overwrite.

All cameras must automatically adjust to light changes to capture images that have enough license clarity at night, with Bus lights on and off. A day-to-night demonstration must be required to establish camera performance and final placement for optimum views and clarity. Pace must witness the demonstration and approve the final placement of the cameras. This demonstration must be successfully completed prior to approval of the first article bus.

The types of cameras must be minimized with two camera types for interior, and a single camera type for exterior of bus. Two of the interior cameras must be 360-degree camera(s) must be used where demonstrated practical by Pace and the system supplier. Exceptions to this requirement must be considered on a case-by-case basis during Pre-Production meetings. Cameras monitoring doorways must be capable for use as passenger counters.

Interior Cameras

The HD camera housing must be low profile, vandal resistant but allow access for routine servicing. Field of view of two of the cameras must be adjusted with a 360-degree vertical

and 360-degree horizontal without relocating the camera. Each camera must be IP type color images. Front interior camera(s) at front door passenger boarding area must record audio subject to Pace approval during Pre-Production meetings.

Interior cameras must be placed for best recording of the following ~~five~~ areas:

- a) Forward 1/3 of passenger area, view of front vestibule, farebox transactions and field-of-view to include Operator and image of fleet number.
- b) Front door, passenger boarding.
- c) Lift boarding and middle 1/3 passenger area.
- d) Rear 1/3 passenger seating area.

Exterior Cameras

Cameras must be IP type, rated for water spray and submersion, (IP65 and IP67), housed in impact resistant, moisture resistant, low profile housings which do not protrude more than 2.5 inches from the Bus body. If used, a cover placed over the camera lens must be glass. Curbside camera housings must be ruggedized to protect from impacts with trees and other objects encountered during routine service. This must include a supplemental metal shield if necessary, to meet this requirement. The camera circuitry and lens must be easily replaceable from inside the Bus or by removing the housing from outside the Bus using common hand tools. Camera positions and adjustment are subject to Pace approval on the first article bus. Reusable waterproof seals to prevent water damage to the camera and circuitry must be provided which will not require the use of additional sealant such as silicon after servicing the camera. The system must be designed or configured such that the failure of any individual camera will not affect operation of the remaining cameras.

Exterior cameras must be placed for best recording of the following four areas:

- a) Forward looking through windshield
- b) The curbside area of the bus, and street from 10 feet beyond front bumper to 10 feet beyond rear bumper
- c) Roadside area of the Bus and street from ten feet beyond the front bumper to 10 feet beyond the rear bumper
- d) Rear camera must view the ground behind the Bus from the bumper to approximately 15 feet back when gear select is placed in "Reverse" position.

Camera Monitor

A video monitoring system including one color, LCD video monitors with a minimum 10-inch diagonal dimension and all necessary brackets, cabling and other equipment needed for installation must be provided to allow passengers easy viewing of video images captured by existing interior cameras.

The Operators display viewing of selected camera images when; gear selector is placed in "Reverse" or passenger doors are open, or left turn signal is engaged. Display must be user configurable and capable of simultaneous display of images from multiple cameras. Final configuration is subject to Pace approval during Pre-Production meetings

The monitor is to be mounted on or near the center of the dash and display a live video feed of the passengers boarding the bus. The monitor must be of a ruggedized design intended for use in a transit environment including suitable protection from overvoltage and spikes generated from jump starts, shorts, etc. Monitors and equipment must not be installed in a manner or located such that the performance or life of the components or system will be shortened when operating within the design operating profile. Monitor

enclosures and screens must not be affected by periodic cleaning using commercially available cleaning agents, solvents and other chemicals used for removal of graffiti.

DVR

The DVR shall be packaged in a suitable ventilated, shock mounted and splash resistant enclosure keyed to Pace standards, located within an ITS enclosure, subject to Pace approval in Pre-Production meetings. Images must be stored by the system on a removable mobile rated hard drive provided with a security lock typical to the existing Pace base station.

Images stored on a minimum 2 TB hard drive must be organized for automatic transmittal per second for 30 continuous days (18 hours per day) before automatic overwrite occurs. Two, two TB hard drives are to be provided in each system.

The DVR must be capable of recording in multiple formats including JPEG and in H.264 compression with up to D1 resolution to avoid loss of detail on zoomed images. The DVR must be able to switch record rate, compression and resolution seamlessly without loss of video during transition. System must be capable of accepting both analog NTSC and high definition wide dynamic range IP cameras.

All image requests and subsequent downloaded files must have the capability to be stored on a hard drive. The hard drive must be easily removed, and video files viewed at a separate location equipped with the same drive mechanism.

Router / Cellular Modem

A router / cellular modem must be provided, installed and connected to the event recording system. It must allow for a live look in connection to monitor the vehicle. It must also allow for remote download of video clips. Open access Wi-Fi for Pace passengers must also be a feature.

System Management Tool

Central Processor must utilize GPS data to synchronize system time and tag video files with location coordinates allowing files to be searched on a geographic location basis using the System Management Tool.

Camera Surveillance System must utilize a WLAN compatible with wireless networks in use at Pace divisions and must incorporate a system management tool for; wireless download of video files in a timely manner, software upgrades, camera checks, configuration changes and health reports as required. Final configuration is subject to Pace approval in Pre-Production meetings.

System management tool must be a virtual implementation and provide expansion capability including compatibility with existing video management applications at Pace.

In addition, System Management Tool must:

- Be configured to run in Master-Slave mode under Virtual Box.
- Provide the ability to replicate user accounts and passwords from Master to Slave.
- Include provisions for future application authentication to Pace Microsoft Active Directory.
- Allow user management at Master server and all Slave servers with inherent accounts from Master.
- Backup the restore virtual image via the host operating system to last backup state.

- Support Pace Enterprise backup and archive management tools
- Support use of Pace's MS Windows approval image on host servers with Pace domain and security policies.
- Allow NAS storage at remote sites.
- Include OS and application security and patch management process
- Be optimized for hardware utilization in shared computing resources

Given the current Pace wireless specification, Camera Surveillance System must be able to wirelessly download 30 minutes of video in less than 30 minutes.

WLAN must also be capable of transmitting encrypted video images or files on a real-time basis to a laptop PC held by law enforcement personnel adjacent to or behind the DVR status and event data must also be made available through J1708/1587 interface to ATMS BUS. DVR must be individually programmable to record each camera sequentially.

System management tool, software licensing, software updates and software maintenance for 5 years must be provided for use at 20 Pace operating divisions.

TS 15.0 Forward Collision Avoidance

~~When available as an option from the chassis manufacturer the~~ collision avoidance and lane departure systems shall be provided.

TS 16.0 Driver Barrier

1. The contractor must provide a Driver Safety Barrier in each bus.
2. In accordance with the National Institute for Occupational Safety and Health (NIOSH) requirements Section 5(a)(1) of the OSH Act, the safety barrier must provide a high degree of safety mechanisms and construction to protect the bus operator from generally known standard physical and chemical assaults reducing potential harm to the bus driver. The safety barrier shall act as a divider between the bus driver and passenger occupants.
3. The safety barrier must fully shield the driver from both frontal and rear assaults and possible transmittal of air borne pathogens in the operator's area.
4. The safety barrier must provide a shield that fully surrounds the driver.
5. The safety barrier must be engineered to withstand high impact.
6. The safety barrier should be easy to operate and easy to maintain. The safety barrier components should be easily and quickly replaceable during normal repair and maintenance service.
7. The safety barrier should provide unimpeded access for movement in and out of the operator seat.
8. The safety barrier should ensure driver comfort and ease of movement in the bus operator area.

9. The partition must promote good ventilation and air flow while still reduce possible transmittal of air borne pathogens.
10. The safety barrier shall have minimal noise or vibration during normal on road operation.
11. The latching system shall be installed to limit noise and vibration when partition door either closed or in open stowed position. The latching system must provide a secure method to prevent the safety barrier from swinging open whether it is in the closed or open stowed position.
12. The safety barrier partition shall not obstruct the rearward view of operator to the standee line. a. The partition should be constructed with entirely clear panels to facilitate full vision for cameras and to preserve ease of visibility.
13. The safety barrier partition shall be designed with a clear and transparent material that meets or exceeds FMVSS 205.
14. The Safety barrier partition must be coated to prevent glare and minimize reflection. The safety barrier partition shall be designed to minimize glare and reflection from outside light sources throughout the day and night.
15. The safety barrier shall have a scratch resistant coating or other mechanism to minimize scratches.
16. The safety barrier partition shall not affect the vehicle adherence to ADA or other accessibility standards as pertaining to aisle clearance and conformance to the standardized "Box Test" when in the fully stowed position.
17. No portion of the safety barrier partition shall present a hazard or potential injury issue while the bus operator is entering or leaving from the bus operator's area.
18. All materials, components of the safety barrier must meet with the American National Standards Institute (ANSI) standards.
19. All fasteners used on the safety barrier shall be of a safe design to prevent injury to the bus operator or passengers.
20. The safety barrier hinge should be of a maintenance free stainless-steel design and engineered to withstand a transit bus environment.

**INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
QUALITY ASSURANCE INSPECTION**

1.0 IN-PLANT QUALITY ASSURANCE REQUIREMENTS

1.1 QUALITY ASSURANCE ORGANIZATION

1.1.1 Organization Establishment

The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

1.1.2 Control

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

1.1.3 Authority and Responsibility

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

1.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

1.2.1 Minimum Functions

The quality assurance organization shall include the following minimum functions:

1. Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
2. Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
3. Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

1.3 BASIC STANDARDS AND FACILITIES

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

1. Configuration control: The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all the options and special requirements of this procurement. The quality assurance organization shall

- verify that each bus is manufactured in accordance with these controlled drawings, procedures, and documentation.
2. Measuring and testing facilities: The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
 3. Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
 4. Equipment use by resident inspectors: The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

1.4 MAINTENANCE CONTROL

The Contractor shall maintain quality control of purchases:

1. Supplier control: The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect, and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
2. Purchasing data: The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on buses.

1.5 MANUFACTURING CONTROL

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

1.6 INSPECTION SYSTEM

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

1. Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.
2. Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then Pace shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.
3. Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by Pace.

2.0 INSPECTION

2.1 INSPECTION STATIONS

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

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

2.2 RESIDENT INSPECTOR'S ROLE

Pace shall be represented at the Contractor's plant by resident inspectors, as required by FTA. Resident inspectors may Pace employees or outside contractors. Pace shall provide the identify of each inspector and shall also identify their level of authority in writing. They shall monitor, in

the Contractor's plant, the manufacture of buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of the contract. Pace shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings," "Authority" and "Pre-Delivery Tests".

2.3 PRE-PRODUCTION MEETINGS

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

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

2.4 AUTHORITY

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

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

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, Pace shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

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

2.5 SUPPORT PROVISIONS

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, Internet access, file cabinet and chairs.

2.6 COMPLIANCE WITH SAFETY REQUIREMENTS

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

3.0 ACCEPTANCE TESTS

3.1 RESPONSIBILITY

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

3.2 PRE-DELIVERY TESTS

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to Pace . These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans approved by Pace.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the required quality and have met the requirements in Section 6: Technical Specifications. Pace may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in that section if there is evidence that prior tests have been invalidated by the Contractor's change of Supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The under floor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. Delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

3.3 VISUAL AND MEASURED INSPECTIONS

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

3.4 TOTAL BUS OPERATIONS

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. If requested, computerized diagnostic printouts showing the performance of each bus shall be produced and provided to Pace. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected.

**INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
WARRANTY PROVISIONS**

1.0 WARRANTY REQUIREMENTS

1.1 BASIC PROVISIONS

1.1.1 Contractor Warranty

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to Pace each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

1.1.2 Complete Bus

The chassis shall be warranted to be free from Defects and Related Defects for three years or 36,000 miles, whichever comes first, beginning on the date of revenue service but no longer than 15 days after acceptance under "Inspection, Testing and Acceptance."

~~The complete bus, propulsion system, components, major subsystems and body and chassis structure are shall be warranted to be free from Defects and Related Defects for one year or 50,000 miles, whichever comes first, beginning on the date of revenue service but not longer than 15 days after acceptance under "Inspection, Testing and Acceptance."~~ The warranty is based on regular operation of the bus under the operating conditions prevailing.

1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension are warranted to be free from Defects and Related Defects for Three years or 36,000 miles, whichever comes first.

1.1.4 Propulsion System

Propulsion system components, specifically the engine, transmission, drive and non-drive axles shall be warranted to be free from Defects and Related Defects for the standard Five years or 60,000 miles, whichever comes first.

1.1.5 Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects for two years or 24,000 miles, whichever comes first, unless the components or system manufacturer standard warranty is longer and in such case the longer time warranty shall be provided. Other subsystems are listed below:

1. A/C and heating, ventilating: Roof and rear main unit
2. Door systems: Door operating controls, actuators and linkages
3. Wheelchair lift system
4. Passenger seating including upholstery stains, mileage not applicable to fabric.
5. Surveillance system including cameras and video recorders

1.1.7 Serial Numbers

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

1. A/C compressor and condenser/evaporator unit
2. Wheelchair lift
3. Video DVR

1.1.8 Voiding of Warranty

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

1.1.9 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

1. Scheduled maintenance items
2. Normal wear-out items, including USB connections
3. Items furnished by Pace

In the event Pace requires the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to Pace. This product will not be eligible under "Fleet Defects," below.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

1.1.10 Pass-Through Warranty

The Contractor shall be solely responsible for the warranty administration as specified in this *Exhibit J, Warranty Provisions*. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

At any time during the warranty period, the Contractor may request approval from Pace to assign its warranty administration of the warranty to others. Requests by the Contractor must be in writing to Pace and will be reviewed on a case by case basis; if allowed by Pace, approval will be in writing.

Should the Contractor elect to not administer warranty claims on sub-Supplier components and wish to transfer this responsibility to a sub-Supplier, the Contractor must submit this request to Pace in writing. Transfer of warranty responsibilities must be approved in writing by Pace. The Contractor must state in writing that Pace's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components.

1.1.11 Superior Warranty

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

1.2 FLEET DEFECTS

1.2.1 Occurrence and Remedy

A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of twenty (20) or more buses where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled “Complete Bus,” and “Major Subsystems.” When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order, the buses containing the new major component shall become a separate bus fleet for the purposes of Fleet Defects.

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

1.2.2 Exceptions to Fleet Defect Provisions

The Fleet Defect warranty provisions shall not apply to Cutaway Chassis Manufacturer components that were not altered or modified by the contractor. Pace supplied items, such as radios, fare collection equipment, communication systems.

2.0 REPAIR PROCEDURES

2.1 REPAIR PERFORMANCE

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, Pace will allow the Contractor or its designated representative to perform such Work. At its discretion, Pace may perform such Work if it determines it needs to do so based on service or other requirements. Such Work shall be reimbursed by the Contractor.

2.2 REPAIRS BY THE CONTRACTOR

When Pace detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from Pace. Pace shall make the bus available to complete repairs timely within an agreed upon repair schedule.

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

2.3 REPAIRS BY PACE - PARTS

When Pace performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, Pace may use Contractor-specified parts available from its own stock if deemed in its best interests.

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

2.4 DEFECTIVE COMPONENT RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

2.5 FAILURE ANALYSIS

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

2.6 REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS

Pace shall be reimbursed by the Contractor for labor. The amount shall be \$97.62 ~~85.00~~ per hour, which includes fringe benefits and overhead adjustments, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area.

2.7 REIMBURSEMENT FOR PARTS

Pace shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus fifteen (15) percent or a maximum of \$100.0 per claim handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to Pace.

2.8 REIMBURSEMENT REQUIREMENTS

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

2.9 WARRANTY AFTER REPLACEMENT/REPAIRS

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

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to Pace.

2.10 WARRANTY PROCESSING PROCEDURES

One failure per bus per claim is allowed. The following list represents information that Pace shall supply for processing warranty claims:

1. Bus number and VIN
2. Total vehicle life mileage at time of repair
3. Date of failure/repair
4. Acceptance/in-service date
5. Contractor part number and description
6. Component serial number when applicable
7. Description of failure
8. All costs associated with each failure/repair including:
 - a. Bus Trades limited to one-hour max.
 - b. Labor
 - c. Materials
 - d. Parts
 - e. Handling
 - f. Diagnostic time four hours maximumInvoices may be required for third-party costs.

2.10.1 Forms

The Contractor shall supply all warranty forms and any tags required. Electronic submittal may be used if available from the Contractor.

2.10.2 Return of Parts

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

1. Bus number and VIN
2. Claim number
3. Part number
4. Serial number (if available)

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

2.10.3 Reimbursements

Reimbursements are to be transmitted to the following address:

Pace / Warranty Admin
405 Taft Drive
South Holland, IL 60473

Insurance Requirements

The Insurance documentation must be submitted, reviewed and approved by Pace Suburban Bus Service (further known as Pace) prior to the Contract award. At Pace's discretion, the bidder or proposer's failure to submit the required compliant insurance documents may result in a "Not Responsible" determination against your company. Pace also reserves the right to accept or reject the evidence of insurance coverage or other documentation provided at its own discretion.

The Contractor, Supplier and/or Vendor (further known as *Contractors*) or Subcontractors and/or Independent Contractors (further known as *Subs/Independents*) shall provide and maintain insurance coverage required by this Contract. Evidence of required insurance coverage shall be provided on an **Acord 25-S** (or equivalent) Certificate of Insurance form. It is the *Contractors'* responsibility to verify that all *Subs/Independents* insurance coverage meets or exceeds the insurance requirements outlined in this exhibit/contract. All insurers must maintain a rating of **A-VII** or better as rated by A. M. Best Company. If an A.M. Best rating is not available due to insurance coverage being underwritten by an alternative Risk Financing Method (i.e. Self Insurance, Pooling, Captive, etc.) then the *Contractors* and/or insurer(s) shall provide **Pace** with the most recent audited financial statement, audit report notes, and any applicable State Insurance Department self-insurance approval documents.

It is important to note that "Additional Insured" endorsements such as CG 2010 & CG 2037 or CG 2026 or comparable endorsement {General Liability}, CA 2048 {Automobile Liability}, and other policy endorsements (or their equivalents) required by this exhibit shall be submitted to Pace with the Acord 25-S-Certificate of Insurance before award of contract.

The *Contractors* shall insert the substance of this Insurance Exhibit in subcontracts under this Contract and shall require all *Subs/Independents* to provide and maintain the insurance required. **It is the Contractors' sole responsibility to ensure all Subcontractors/Independent Contractors insurance is in compliance with these requirements.**

Minimum insurance requirements are those paragraphs below marked with an X:

- Certificates of Insurance** shall provide evidence of all required insurance coverage, limits, endorsements, etc. and shall be issued to **Pace** for the duration of the contract or agreement term **plus** one additional year. If a *Contractors'* warranty or material warranty applies, evidence of insurance coverage shall be provided to **Pace** for the entire length of *Contractors'* warranty, and/or the length of materials warranty, whichever is greater. The *Contractors'* agent, broker, or insurer shall issue an updated Certificate of Insurance accompanied by required endorsements to **Pace** prior to the insurance policy renewal date each year.
- Workers Compensation and Employer's Liability Insurance** affording the following limits: **Coverage A-** Statutory Benefits and **Coverage B-Employer's Liability**-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Executive Officers, Sole Proprietors, General Contractor's utilizing Independent Contractor labor, and/or others not required by the Illinois Workers Compensation Act to obtain Workers Compensation insurance coverage agree to execute a **hold-harmless agreement**.
- Workers Compensation Waiver of Subrogation**
The *Contractors* and its insurer shall agree to waive their rights to subrogate against **Pace** and the Regional Transportation Authority. **Pace** shall be scheduled and/or named on the ISO WC 00 03 13 endorsement or equivalent WC Waiver of Subrogation.
- Commercial General Liability Insurance (Broad Form)** with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 or other equivalent coverage form with the following limits:
 - Each Occurrence-\$1,000,000
 - General Aggregate-\$2,000,000
 - Products/Completed Operations Aggregate-\$2,000,000

Personal & Advertising Injury-\$1,000,000

- With respect to the **Commercial General Liability Insurance**, the **Regional Transportation Authority (RTA)** and **Pace, the Suburban Bus Division of the RTA**, shall be added by endorsement as Additional Insureds on the *Contractor's* CGL policy.
- Commercial General Liability-Additional Insured Vendors** – The *Contractor* shall provide **Pace** with a copy of an ISO CG 20 15 endorsement (Additional Insured-Vendors) from the Manufacturer(s) insurer of the product(s) sold to **Pace**. The endorsement shall provide the *Contractor* with Additional Insured status under the Manufacturer's Commercial General Liability-Products/ Completed Operations policy. Endorsement CG 20 15 requires that the *Contractor* be scheduled (named) on this policy and endorsement and that the products covered under this endorsement are also scheduled. In cases where the *Contractor* sells numerous products for a specific Manufacturer, it is acceptable for the endorsement to read "All Vendors" or "Blanket all Vendors".
- Business Automobile Insurance** with a Combined Single Limit (CSL) of not less than \$1,000,000 per accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles.
- With respect to the **Business Auto Liability Insurance**, the **Regional Transportation Authority (RTA)**, and **Pace, the Suburban Bus Division of the RTA**, shall be added by endorsement as Additional Insureds on the *Contractor's* Auto policy.
- Automobile Physical Damage** with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils**, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the **Replacement Cost** value of the vehicle(s). Replacement Cost is defined as cost to replace new with like kind and quality and zero (\$0) in accumulated depreciation.
- If the *Contractors* are leasing **Pace** property or using **Pace**-owned vehicles/property, and are contractually obligated to insure **Pace**-owned property, the *Contractors'* insurer or agent/broker shall name Pace Suburban Bus Service as the **Loss Payee** Pace shall be provided with a BP 12 03 Loss Payee (or equivalent) endorsement that specifically schedules Pace as a Loss Payee.
- Umbrella Liability Insurance** affording limits of not less than **\$5,000,000** each occurrence and **\$5,000,000** aggregate coverage. Such umbrella coverage shall contain the following policy provisions and/or endorsements: defense, investigation, and supplementary payments "outside" or "in addition to" the policy limits, 30-day Notice of Cancellation, Definition of "Who is an insured" (includes "Any person or organization" that is an insured under any policy of underlying coverage) and the *Contractor* must maintain underlying insurance as scheduled when the Umbrella coverage was bound. **Umbrella Liability Insurance is not required when the Primary General Liability policy limits and the Primary Automobile Liability policy limits are equal to or greater than the combined total of the Primary and Umbrella insurance policy limits requirement.**
- Professional Liability/Errors and Omissions Insurance** coverage with a limit of not less than \$1,000,000 per Occurrence and \$1,000,000 Policy Aggregate. Upon request by Pace, the Professional Liability policy shall be sent to the **Pace's** Insurance Liaison for review of coverage terms, conditions, and exclusions. **Pace** reserves the right to accept or reject the evidence of coverage provided by the *Contractor*.
- Garage Liability/Garage Keepers Coverage** combining Business Auto Liability and Physical Damage Coverage shall provide the following minimum limits: \$1,000,000 CSL-Garage Liability. Garage Keepers written on a Comprehensive Form shall provide a location limit sufficient to cover the Fair Market Value on new **Pace**-owned vehicles/equipment and Replacement Cost Value on pre-driven **Pace** owned vehicles/equipment and all other non-owned vehicles at the specific storage/repair location. The *Contractor* shall also furnish **Pace** with a copy of the **CA 25 14** broadened coverage endorsement. The Garage Liability policy shall

include symbols 30 and 31. The Garage policy shall be written on a **CA 00 05** policy form or its equivalent. If towing services are included in the scope of work of the contract with **Pace**, then “On-Hook” Coverage of \$500,000 is also required.

Pollution Legal Liability Insurance (PLL) and/or Contractors Pollution Liability (CPL) with coverage afforded for third-party claims including, but not limited to: bodily injury, property damage, and remediation expenses. Due to the variation in policy types, coverage afforded and exclusions, **Pace** requires that a copy of the actual policy be provided to us for a complete review prior to acceptance of the insurance terms or exhibit that make up this agreement. **The minimal liability limits required for this policy are \$1,000,000**

Fiduciary Liability with a coverage limit in the amount of \$ _____. This liability insurance shall provide coverage to **Pace** for any loss that the *Contractor* becomes legally liable arising out of their role as fiduciaries, including the cost of defending those claims that seek to establish such liability. This insurance shall pay because of a claim made against the *Contractor* for any alleged wrongful act committed by said *Contractor* or by any other person for whom the *Contractors* are legally responsible. A wrongful act includes any violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act (ERISA), as well as acts, errors, or omissions in the performance of the duties of a plan administrator or consultant.

Fidelity Bond coverage in the amount of \$ _____ through a Surety Company that has a rating of at least A-VII per A.M. Best or a rating from Standard & Poor’s of at least A- for the entire term of the contract. The Bond shall include all of the *Contractors’* employees in order to protect **Pace** against losses arising out of, and not limited to: theft, embezzlement, fraud, misplacement of funds, money or documents.

Technology Errors and Omissions/Cyber Liability Insurance – The third-party liability policy shall include the following coverage and limits of coverage.

Third-Party Coverage Part	Includes coverage for:	Required Minimum Sublimit
Professional Services	Acts, Errors, or Omissions in the course of providing professional services	\$1,000,000 per occurrence
Content/Media Liability	Personal and advertising injury and intellectual property infringement arising out of media content created, produced or disseminated by the insured (contractor)	\$_____ per occurrence
Network Security Liability	Breaches in network security or unauthorized access events	\$1,000,000 per occurrence
Privacy Liability	Wrongful disclosure of confidential information	\$1,000,000 per occurrence

The *Contractors’* “Other Insurance” policy clause shall be shown on the Certificate of Insurance with the following wording **“This insurance is primary, non-contributory, and not excess of any other insurance of Pace.**

Notice of Cancellation on all Policies

The Insurer and/or Agent/Broker shall endeavor to provide the written notice of cancellation to **Pace**'s Insurance Liaison **10** days prior to the effective date of cancellation. Failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Disclosure of a Deductible or Self-Insured Retention (SIR)

If your company is self-insured or utilizes a Risk Financing Mechanism in which a deductible or SIR (self-insured retention) exceeds \$25,000, **Pace** reserves the right to request the most recent audited financial statements from the contractor and documents from the State Insurance Department granting self-insurance approval.

Within five (5) business days of Pace's request and prior to contract award the insurance company, or its representative, shall submit an insurance certificate and corresponding endorsements that meet or exceed Pace's requirements.

Pace Suburban Bus Service
550 West Algonquin Road
Arlington Heights, IL 60005-4412

FAILURE to comply with **Pace**'s Insurance Requirements and provide evidence of insurance coverage as required by contract may result in your bid or proposal being rejected as not responsible. The *Contractors*' failure to carry, maintain and/or document required insurance shall constitute a breach of the contract. Any failure by **Pace** to demand or receive proof of insurance coverage shall not constitute a waiver of *Contractors*' obligation to obtain the required insurance. The *Contractors*' expressly agree that these insurance provisions in no way limit the *Contractors*' responsibilities under other provisions of the Contract, including the hold harmless and indemnification clause. *Contractors*' insurance agent shall, upon request by **Pace**, furnish a copy of the insurance policy addressed to the Insurance Liaison. *Contractors* shall not commence work herein until they have obtained the required insurance and has received **Pace**'s approval.

**INVITATION FOR BID NO. 419986
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
IDOT AND RTA CLAUSES**

Additional Regional Transportation Authority (RTA) and Illinois Department of Transportation (IDOT) requirements:

1. Pursuant to Compliance with Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state, and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.
2. Changes in State Requirements - The Grantee agrees that the most recent of such state requirements in effect will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing state requirements, the Grantee agrees to include in all sub-grantee agreements and third-party contracts financed in whole or in part with Department assistance specific notice that state requirements may change and the changed requirements will apply to the Project.
3. Contracts of the Grantee - The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department except where otherwise provided in Department guidelines, or otherwise specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties, including without limitation grant agreements with a sub-grantee, that the contractor or sub-grantee complies with the requirements of this Agreement in performing such contract and that the contract be subject to the terms and conditions of this Agreement.

4. Records Retention - The Grantee shall maintain (and cause its contractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

5. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
6. Third-Party Contract Change Orders - After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department, and, where required, until the Approved Project Budget has been amended by the Department as may be necessary to accommodate such change or modification.
7. Labor Law Compliance - The Grantee agrees to comply with all labor laws pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee should be aware that the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*) may apply to contracts funded or financed in whole or in part with State funds.

The Grantee also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to such compliance.

8. Drug Free Workplace Certification - The Grantee agrees to comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the State of Illinois Drug Free Workplace Certification attached to this Agreement as Exhibit I.

9. Ethics

A. Code of Conduct

- (1) Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (a) The employee, officer, board member, or agent;
- (b) Any member of his or her immediate family;
- (c) His or her partner; or
- (d) An organization that employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members, and agents shall apply for one year.

The code shall also provide that the Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement.

The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- (2) **Organizational Conflict of Interest** - The Grantee will also prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or grantee or impair the objectivity in performing the contract work.

- B. **Bribery** - Nongovernmental grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of such grantees or third-party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the grantee. Such grantees or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

10. **General Audit and Inspection** - The Grantee shall permit, and shall require its contractors to permit, the Department or any other State agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books, records, and accounts of the Grantee and its contractors with regard to the Project. The Department may also require the Grantee to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.

11. **Restriction on Lobbying** - (a) If this Grant provides the local share for a Project which is also funded by the Federal Transit Administration, the Grantee agrees to comply with section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, Pub. L. 101-121, as amended (31 U.S.C. 1352), relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. By executing this Agreement, the Grantee certifies its compliance with this Act as specifically described in subparagraphs (b) and (c) below.

(b) The Grantee agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Grantee further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit OMB Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

INVITATION FOR BID NO. 418642
FIFTEEN-PASSENGER PARATRANSIT GASOLINE BUSES
IDOT AND RTA CLAUSES
STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Illinois Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

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 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
 - b. the Grantee's policy of maintaining a drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Signature of Authorized Representative	Date
	May 11, 2020
Title of Authorized Representative	
Midwest Sales Manager	