



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 05/13/15  
ITEM FROM FINANCE COMMITTEE MEETING OF 05/04/15**

**ISSUE:**

9. Request for Approval of Procurement Under State Price Agreement – Two (2) ADA-Accessible Replacement Vehicles for Santa Fe Pick-Up Services; Creative Bus Sales, Inc. and Approval of Budget Increase in the Amount of \$100,000 in 2014 CIP Bond Fund. (Ken Smithson)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of procurement under state price agreement for two (2) ADA-Accessible replacement vehicles for Santa Fe Pick-up Services with Creative Bus Sales, Inc. and approval of budget increase in the amount of \$100,000 in 2014 CIP Bond fund.

**FUNDING SOURCE: 52409.572970.0112900**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, APRIL 27, 2015**

**ITEM 12**

REQUEST FOR APPROVAL TO ACQUIRE ADA-ACCESSIBLE REPLACEMENT VEHICLES FOR SANTA FE PICK-UP SERVICE FROM STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION PRICE AGREEMENT #50-805-14-11788

- REQUEST FOR APPROVAL TO TRANSFER AND BUDGET \$100,000 IN 2014 CIP BOND FUNDS ALLOCATED TO TRANSIT FROM FUND 5400 TO FUND 5416 (KEN SMITHSON)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**FUNDING SOURCE: 52416**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

# City of Santa Fe, New Mexico

## memo

DATE: April 17, 2015

TO: Public Works Committee

THRU: Jon Bulthuis, Transportation Department Director ~~X~~

FROM: Ken Smithson, Director of Operations and Maintenance, Transit Division *KS*

SUBJECT: Request for Approval to Acquire ADA-Accessible Replacement Vehicles for the Santa Fe Pick-Up Service From State of New Mexico General Services Department Purchasing Division Price Agreement No. 50-805-14-11788

- 1) Request for Approval to Transfer and Budget \$100,000 in 2014 CIP Bond Funds Allocated to Transit from Fund 5400 to Fund 5416

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### ITEM

With the approval of the FY 2014/15 budget by the Governing Body, the Santa Fe Pick-Up operation was transferred from the Parking Division to the Transit Division, beginning in July 2014. The three primary 'cutaway' vehicles originally purchased by Parking for the Santa Fe Pick-Up service are not ADA-accessible. Since the vehicles were acquired entirely with local funds, it was not necessary for them to meet the federal standards. However, now that the Pick-Up service resides with Transit, and the City is a recipient of Department of Transportation (DOT) grant funding, it is imperative to replace these vehicles with ones that meet the DOT ADA requirements for public transportation vehicles.

Transit staff has identified a purpose-built replacement vehicle manufactured by ARBOC Specialty Vehicles and which is available on a New Mexico State Price Agreement. The Transit Division purchased a smaller version of one of these vehicles in 2013 and has had good success with it, on both the operations and maintenance sides. The proposed vehicle is a medium duty, 29 foot, low floor, CNG bus, with seating for 19 passengers, and two wheelchair positions. It is rated by the Federal Transit Administration as a 7 year/200,000 mile vehicle. Creative Bus Sales, Inc. has quoted a price of \$134,465 per vehicle, and we wish to purchase two (2) of them, for a total project cost of \$268,930.

These vehicles will be locally funded, with \$100,000 in 2014 CIP Bond funds allocated to Transit, and the balance of \$168,930 from the Public Project Revolving Fund loan obtained from the New Mexico Finance Authority in 2014 for the purchase of transit buses.

April 17, 2015  
ADA-Accessible Vehicles  
Page 2

The existing ARBOC in the Transit fleet is being retrofitted to add seating, and will be the third primary vehicle in the Santa Fe Pick-Up operation.

ACTION REQUESTED

Recommend to the Finance Committee to approve the acquisition of ADA-accessible replacement vehicles for the Santa Fe Pick-Up service from State of New Mexico General Services Department Purchasing Division Price Agreement No. 50-805-14-11788.

- 1) Recommend to the Finance Committee to approve transfer and budget \$100,000 in 2014 CIP Bond funds allocated to Transit from Fund 5400 to Fund 5416.

Attachments:

Creative Bus Sales Quote  
State Price Agreement No. 50-805-14-11788  
Summary of Contracts, Agreements and Amendments  
Budget Adjustment Request

## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Creative Bus Sales

Procurement Title: Acquire ADA-Accessible Vehicles

Solicitation RFP/RFB#: n/a State Price Agreement

Other Methods: State Price Agreement  Cooperative  Sole Source  Exempt  Other  SPA508051411788

Department Requesting/Staff Member Transit Santa Fe Pickup Ken Smithson DOM

**Procurement Requirements:**

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees.*

**SOLICITATION\***

- | YES                      | N/A                                 |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Project Beginning History (council requests etc)                             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Solicitation document (RFP, IFB),  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP:                        |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: SPA 508051411788  |

**EVALUATION\***

- | YES                      | N/A                                 |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blank evaluation form   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluator's names and profiles  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost)   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items                   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____  |

**AWARD\***

YES    N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: \_\_\_\_\_

**DISCLOSURES**

YES    N/A

- Contractor Disclosures & Conflicts of Interest**  
Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**  
Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**  
Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**  
Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: \_\_\_\_\_

**CONTRACT**

YES    N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: \_\_\_\_\_

**MISCELLANEOUS FILE\***

YES    N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer
- Exempt determination memo approved by Procurement Officer
- Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (if applicable)\*

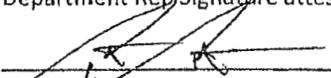
- | YES                      | N/A                                 |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____  |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES                      | N/A                                 |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) or proposal(s) with no redactions.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters) |

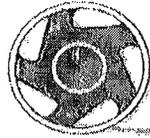
KEN SMITHSON DIRECTOR OF OPERATIONS & MAINTENANCE  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included

 4/26/15  
Purchasing Officer attesting that all information is reviewed

12/30/2014

S2K #



Creative Bus Sales

# NMDOT CONTRACT

Contract # NMDOT 50-805-14-11788

Preparer: Mike Shultz

## BASE MODEL

Unit Price

Arboc SOF 29' 20-2 W/C	Base Price:	\$90,529.00
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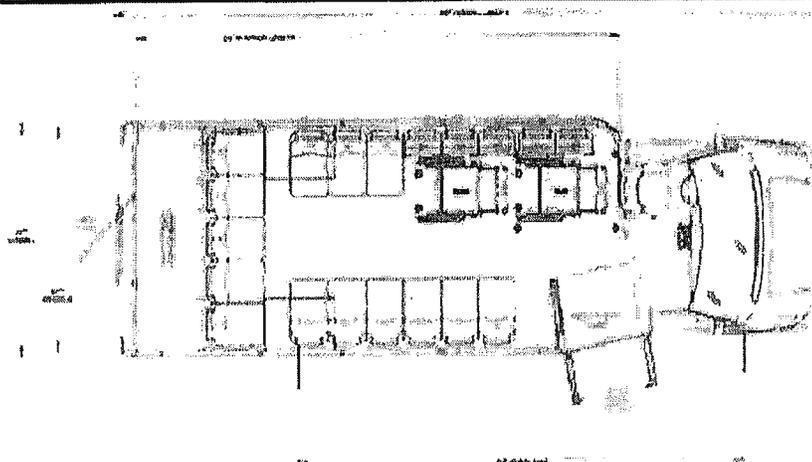
29 ft Cutaway Van, 20 Passenger, 2 WC, 210" WB, GAS, 14200 GVWR

Additional Options: \$43,936.00

	Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating	
Base Model	29'	Front	2	19	Subtotal: \$134,465.00
Adjusted Model					Quantity: 1
					Total: \$134,465.00

Proposal For:			
Contact:			
Delivery Address:			
Office:		Mobile:	
Email:			

## Floorplan



BASE MODEL		Unit Price	
Arboe SOF - 29' 20-2 29ft Cutaway van with Wheelchair lift, 20 passenger, 2 WC		190,529.00	
Model: Arboe Spirit of Freedom 20'		Capacity: 20 Passengers w/ 2 Wheelchair	
<b>Chassis</b>	<p>29 - 210" WB GAS 14,200 GVWR GM4500 with GVWR 14,200 GVWR Front Axle: 4,600 (14,200) GVWR Rear Axle: 0,600 (14,200) Engine: Vervec 6.0L GAS (OPT: Duramax 6.6L Diesel) Transmission: 6-Speed Automatic (MYD) Brakes: Heavy Duty Disc Brakes with four-wheel ABS Park Brake: Internal Rear Disc Alternator: 160 Amp Gas (2015 Chassis) 145 Amp Diesel Battery: Dual batteries std, 770CCA, 1440 total CCA Tires: LT225/75R16D/E on White Steel Rims Fuel Tank: 57 Gallons 50 State Emissions Shuttle Bus Package (Includes): Chrome Appearance Package (Chrome grille with dual composite halogen headlamp), TituCruse Convenience Package, Soft Mount Donuts (mounting upfit body to chassis), Aux Rear Heat Provisions, Stop/Turn Signal Circuits (stop and turn signals to be operated separately) Doors: Driver Side Door Only Air Bag: Driver Side Only View: Driver Side Only Mirror: Inside Rearview Day/Night Horn: Dual Note Tone Radio: Radio Provisions Only Power Ports: (2) 12 Volt Outlets Low Oil Pressure Light Power Steering Driver Dome Light Daytime Running Lights Factory Dash A/C, Defroster and Heat Driver Information Center Seat: Driver Seat Only (Cloth, High Back, Adjustable Fore and Aft, Arm Rest, and Three Point Seat Belt (1) 110 Volt Outlet in Drivers Cab USB Port Black Steel Bumper Driver Side Running Board - 12" w/o wing Front Mud Flaps Mor Ryde Suspension System Rear Mud Flaps Steel Rear Bumper painted Black 14 gauge mounting plate prep for option fare box Exhaust Streetside Rear</p>	<b>Mirrors</b>	<p>Interior Convex Mirror Rear Window Fresnel Lens Manual Velvac Exterior Mirrors - Door Mounted 2020XG</p>
		<b>Windows</b>	<p>Solid Framed Windows Extra Egress Window Front Driver Side (183", 101", 210") Large Curb View Window Rear Egress Window (24 X 80) Solid Framed Windows</p>
		<b>Exterior</b>	<p>Side Turn Marker Lights One Piece Exterior FRP Wall/Skid Interior Lights on w/door opening Rear Center Mounted Brake Light - LED Upper Corner Rear ICC Lights - LED Black Rubber Rear Wheel Well Flares Exterior Light at entry door - LED</p>
		<b>Door/Hatch/Luggage</b>	<p>Rear door (Outside Key Lock, Inside Manual Locking Lever) w/2 windows and door alarm, exit led light (NO SIDE WINDOWS) Electric Outward Opening Passenger Door w/39" Clear Opening Adapt Side Windows by rear door REAR DOOR ALARM PACKAGE (Audible &amp; flashing switch on console if door is unlatched or open, will only go out of Park if the door is shut and unlocked) OH Driver Storage Compartment Box w/key lock door</p>
		<b>Electric</b>	<p>LED Interior/Exterior Lights (Except GM) Interior Passenger Lights ON w/Door Switches mounted on OEM Dash Master Battery Disconnect Switch Alarm Backup Auxiliary Battery, Compartment w/Tray &amp; Door Rotary Disconnect Switch Fast Idle Under Hood Life (Each)</p>
		<b>Audio</b>	AM/FM/CD w/4 Speakers
		<b>Interior Environment</b>	<p>ACC - AC 60,000 BTU TropiCool TC4516 Roof Mount Evaporator / Condenser Combo Unit TM16 compressor BSK BTU Heater Low Profile - rear Engine Block Heater Aux. defroster fan</p>
		<b>Interior</b>	<p>LH Entry Stanchion w/Grab Handle RH Entry Stanchion w/Grab Handle Ceiling Grab Rail (2) Driver Stanchion w/Moderate Panel &amp; Plexiglass Vinyl Board w/Adel Ceiling Vinyl Board w/Adel Interior Walls Left Hand Stanchion - Stainless Steel Grey Pumice Vinyl Board Interior Walls &amp; Ceiling Door Header Access Panel (3) Drivers Cup Holders</p>
<b>Standard Construction</b>	<p>All Tubular Cage Construction w/ E-Coat for Corrosion Bolt &amp; Bonded Construction Full Laminated Body 5/8" Engineered Wood Floor (laminated/edge sealed prior to installation) Floor &amp; Wheel Well Completely encapsulated w/Poly Urethane Coating Body Width: 96" (Does not include mirrors) Body Height: 115" (Does not include a/c or roof hatch) Seating Capacity: up to 23 passengers GAS Seating Capacity: up to 21 passengers DIESEL Wheel Chair Capacity: up to 8</p>	<b>Driver Seating</b>	OEM Driver Seat Recover-Level 2
		<b>Passenger Seating</b>	Mid High Double Seat (10)
		<b>Seating Accessories</b>	<p>Grab Handle at top of seat back-back padded Mid/Low Back Seats (20) USR Double Under Seat Belt (10)</p>
		<b>Seating Trim Levels</b>	Seat Cover - Level 1 (20)
<b>Base Models</b>	<p>SOF 24 165" WB/24" Overall Length Gas/Diesel SOF 27 183" WB/26" Overall Length Diesel SOF 27 191" WB/26" Overall Length Gas SOF 29 210" WB/27" Overall Length Gas</p>	<b>Safety</b>	<p>Safety Kit, includes 5lb fire extinguisher, 16 Unit First Aid Kit &amp; triangle kit Q'Straint QB300-A-SC3 (Slide &amp; Click) 4 Max Retractors (QB-6209-8C) 1 - Retractable Shoulder Belt Reel (OS-5415-RET-ASL) Regular lap belt w/ pin connector (JB-8328) ADA Decals (Included in tie-down kit) (2) Wheelchair Decal (included in tie-down kit) (2) Entry Ramp w/tearaway - Braun 34" x 62"</p>
<b>Dealer Add On Options</b>	<p>Freight Complete set of Extra Fuses</p>		

### Additional Options

	qty	total	price each
<b>(9) Tires and Wheels</b>			
Optional Wheel Inserts	1	410.00	\$ 410.00
<i>(25) Antenna ground plane, minimum 18" square or 18" diameter for UHF, 40" for VHF x 1/16" thick steel plate, attached to roof of body. Customer to supply antenna.</i>			
A. Conduit for additional wiring - large enough to hold coaxial cable	1	95.00	\$ 95.00
<b>(26) Roof Ventilation/Escape Hatch</b>			
Make/Model	1	345.00	\$ 345.00
<b>(33) Floor Mounted/Forward Facing Flip Seat/Non-Retracting Seat Belt</b>			
A. Single Flip Seat	1	305.00	\$ 305.00
B. Double Flip Seat	2	810.00	\$ 405.00
<b>(35) Additional Passenger Seats Including Specified Seat Belts</b>			
A. Single Passenger Seat (Add or Deduct)	3	666.00	\$ 222.00
B. Double Passenger Seat (Add or Deduct)	-4	(1,636.00)	\$ 409.00
<b>(46) Grab Rail</b>			
C. Standee Vertical Grab Rails	4	100.00	\$ 25.00
E. Grab Handles on Wall Seats	-10	(250.00)	\$ 25.00
<b>(50) Rear Heater</b>			
A. Additional Heater(s) - PROAIR 65K	1	560.00	\$ 560.00
<b>(65) Body Fluid Clean-Up Kits</b>			
Body Fluid Clean-Up Kit	1	60.00	\$ 60.00
<b>(70) Mirrors</b>			
G. Other- Remote/Htd Velvac	1	400.00	\$ 400.00
<b>(83) ADA Stop Request</b>			
A. Easy Stop Wireless	1	1,190.00	\$ 1,190.00
<b>(93) Miscellaneous</b>			
C. Rear Backup View Camera/Monitor	1	875.00	\$ 875.00
L. Seon Trooper Camera System - 4 Interior Cameras - 2 Exterior Cameras	1	5,445.00	\$ 5,445.00
<b>(95) Miscellaneous Not Included in Options - To Be Completed by Vendor</b>			
C. GAS 64 GGE CNG SYSTEM	1	32,150.00	\$ 32,150.00
G. TRANSIT FAST FILL - ADDS FAST FILL NOZZLE TO STD FILL	1	1,000.00	\$ 1,000.00
J. Rear door (Outside Key Lock, Inside Manual Locking Lever) w/2 windows and door alarm	1	(765.00)	\$ (765.00)
K. Alignment	1	176.00	
A. Delivery/Freight Charge from Bus Manufacturer to Albuquerque NM	1	2,000.00	\$ 2,000.00
	<b>Total</b>	<b>43,936.00</b>	



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
(AA) 976796  
Creative Bus Sales, Inc.  
5760 Pino Ave  
Albuquerque, NM 87109  
Telephone No.: 505-508-5944

Price Agreement Number: 50-805-14-11788

Price Agreement Amendment No.: One

Term: November 1, 2014 thru October 31, 2015

Ship To:  
NM Department of transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504

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Invoice:  
NM Department of Transportation  
PO Box 1149  
Santa Fe, NM 87504

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For questions regarding this Price Agreement please contact:  
James Ortega 505-827-5135

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Title: **Small & Medium Sized Transit Bus**

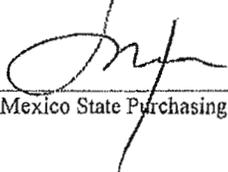
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please see the attached "REVISED" Price Agreement for alternate buses added that was inadvertently left out.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 01/15/15



State of New Mexico  
General Services Department

Price Agreement

REVISED

<b>Awarded Vendor</b> 3 Vendors    Telephone No. _____
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Price Agreement Number: 50-805-14-11788

Payment Terms: See Page 7

F.O.B.: See Page 7

Delivery: See page 7

<b>Ship To:</b> NM Department of Transportation 1120 Cerrillos Road Santa Fe, NM 87504
<b>Invoice:</b> NM Department of Transportation PO Box 1149 Albuquerque, NM 87504
For questions regarding this contract please contact: James Ortega 505-827-5135

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Title: **Small & Medium Sized Transit Bus**

Term: **November 1, 2014 through October 31, 2015**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

Accepted for the State of New Mexico

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 01/15/15

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

KS

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-14-11788

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-14-11788

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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**New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

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**Department Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**Article II – Term**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

**Article V - Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**Awarded Vendors:**

(AA) 973796  
Creative Bus Sales, Inc.  
5760 Pino Ave  
Albuquerque, NM 87109  
Phone: 505-508-5944  
Email: [marcush@creativebussales.com](mailto:marcush@creativebussales.com)

**Payment Terms: Net 30**  
**FOB: Destination**  
**Delivery: 90 Days ARO**

(AB) 51541  
Don Chalmers Ford  
2500 Rio Rancho Blvd  
Rio Rancho, NM 88124  
Phone: 505-890-2151  
Email: [sreeves@donchalmersford.com](mailto:sreeves@donchalmersford.com)

**Payment Terms: Net 30**  
**FOB: Destination**  
**Delivery: As Requested**

(AC) 61516  
National Bus Sales & Leasing Inc.  
15580 Hwy 114  
Justin, TX 76247  
Phone: 817-636-2365  
Email: [jcobb@nationalbussales.com](mailto:jcobb@nationalbussales.com)

**Payment Terms: Net 30**  
**FOB: Destination**  
**Delivery: As Requested**

## **NMDOT ITB: Small and Mid-Sized Buses**

### **TERM:**

This agreement shall be effective for one (1) year from date of award. The Department reserves the option to extend this price agreement for one additional one-year period, by mutual agreement of all parties and approval of the New Mexico State Purchasing agent at the same price, term and condition. This agreement shall not exceed two (2) years, including all extensions after the first one year term.

### **WORKMANSHIP:**

Workmanship throughout these vehicles shall conform to the highest standard of commercial accepted practices for the class of work and shall resulting a neat finished appearance, the design of the body and equipment which the vendor proposed to furnish must be such as to provide a vehicle of substantial and durable construction in all respects.

If any vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished including transportation charges, labor for removing and replacing, shall be free of all costs to the NMDOT and /or project using these vehicles.

Miscellaneous requirements: Any modification or changes will be set forth in a Purchase order change. All change orders will be issued by the NMDOT Transit and Rail Division.

Certificate of origin: By submitting and signing this bid, the bidder hereby certifies to the NMDOT that a correct certificate of origin will accompany each vehicle upon delivery without formal demand. Awarded vendor shall coordinate with NMDOT & sub-grantee to title and register all vehicles with the motor vehicle divisions, vendor shall list the New Mexico Department of Transportation (NMDOT) as the first lien holder on the certificate of origin and title application for all vehicles purchased unless other wise directed.

Production schedule and inspection: The vendor shall be required to provide in writing, a ninety (90) day notice prior to a cut off date for ordering of vehicles.

The vendor shall be required to give a production delivery schedule at the time of receipt of the vehicle order form. Updates on a monthly basis shall be required until the deliver has been made.

Other authorized government entities may utilize this price agreement.

### **MULTIPLE AWARDS:**

Will be considered for vendors who can serve the best interest of the New Mexico Department of Transportation / Transit and Rail Division. The state reserves the right to award to multiple vendors.

The vehicles purchases will be federally funded, therefore the N.M. Resident Preference shall not apply nor will the Resident Veterans Preference apply.

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**LOBBYING CERTIFICATION**

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

belief that A. for each application to FTA for Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and

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

for providing B. Federal assistance for a transaction covered by 31 U.S.C. 1352.

The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**AFFIRMATION OF APPLICANT**

Name of Applicant: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Relationship of Authorized Representative: \_\_\_\_\_

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

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

Printed Name of Signing Official: \_\_\_\_\_

Attention of the bidder is particularly directed to the current requirements as to resident Contractor's preference, per section 13-4-3 NMSA 1978. The provisions of sections 13-4-1 through 13-4-4 NMSA 1978 shall not apply to this price agreement.

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**ESCALATION CLAUSE:**

In the event of a product cost increase an escalation request will be reviewed by the New Mexico Department of Transportation (NMDOT) and NM State Purchasing Division on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increases will not be any sooner than fifteen days from the date the written request is received by the NMDOT. To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Contract Item Number
- Current Item Price
- Proposed New Price
- Percentage of Increase
- Mill/Supplier Notification of Price Increase Indicating Percentage of Increase
- Reason for price increase

On site Service/Repair at Customer's Facilities, Vendors place of business in the State of New Mexico or any other facility authorized by the successful vendor. A Technical Support representative shall be available to the ordering agency during the warranty period for assistance in failure analysis and repairs.

**The following delivery terms and conditions apply to Transit and Para-Transit Vans described in the specifications.**

**LATE DELIVERY:**

It is expressly understood and agreed that, because of the public interest, and of the monetary losses which Public Entities, may sustain because of failure to deliver the equipment described in the contract on time that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

Above noted equipment shall be delivered within 120 working days from the date the chassis arrives at the conversion facility. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency for late delivery penalties in the amount of \$20.00 per unit per day.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable foresight, pains, and care.

At the option of the State Purchasing Director, the user agency may invoke the Default Provisions of this contract contained in the General Conditions and Instructions to Bidders in addition to any liquidated damages as outlined above.

**TRAINING**

Up to 15 calendar days of on site/hands on training for operators and mechanics based on quantities will be provide.

Agency shall be able to inspect the repair facility upon notification to the vendor of delivery of unit(s)

**TECHNICAL SPECIFICATIONS**

GENERAL: Each van shall be a new, current year production model and conform to the following specifications. At minimum, the vans shall comply with all current, applicable Federal, State, and ADA regulations. The first order(s) of vans shall be model and year 2014, or current year.

This specification reflects the specific needs of this organization/agency. This has been done to establish a certain standard of quality and to standardize inventory of replacement parts.

**SCOPE**

- 1) Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 2) Opportunity to Cure - The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Recipient's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- 3) Waiver of Remedies for any Breach - In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 4) Termination for Default [Construction] - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- (a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) the Contractor, within ten (10) days from the beginning of any delay, notifies the Recipient in writing of the causes of delay. If in the judgment of the Recipient, the delay is excusable, the time for completing the work shall be extended. The judgment of the Recipient shall be final and conclusive on the parties, but subject to appeal under the Breaches and Disputes Resolution clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

**INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 State of New Mexico requests which would cause the State of New Mexico to be in violation of the FTA terms and conditions.

**PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the State of New Mexico General Services Department. This decision shall be final and conclusive unless within five (5) business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the State of New Mexico, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the State of New Mexico and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of New Mexico.

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**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State of New Mexico or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**CLEAN WATER**

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**CARGO PREFERENCE**

The Contractor agrees:

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

To furnish within 20 business days following the date of loading for shipments 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 the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

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

**FLY AMERICA**

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.

**NON-CONSTRUCTION EMPLOYEE PROTECTION (CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)**

**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.

**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.

**ENERGY CONSERVATION**

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.

**BUS TESTING**

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

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the Purchasing process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) 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 the recipient prior to recipient'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.
- 4) 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.

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

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the bidders certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**ADA ACCESSIBILITY**

**ADA Accessibility** - Contractor agrees that buses will be designed and constructed in accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Sections 12101 et seq., which requires that services be made available to individuals with disabilities, and with applicable implementing Federal regulations, including 49 CFR Part 38 "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles."

**SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

**Special Notification Requirements for States** - The project is funded with grants provided by the U.S. Department of Transportation Federal Transit Administration (FTA), Catalog of Federal Domestic Assistance (CFDA) numbers 20.507, 20.509, 20.513, and 20.516. The website for finding the CFDA numbers for FTA programs is:  
<https://www.cfda.gov/index?s=agency&mode=form&tab=program&id=1f1a82412e96f4d8ce61ef92c0594282>

**TRANSIT VEHICLE MANUFACTURERS (TVM)**

**Transit Vehicle Manufacturers** - The bidder hereby certifies that it will comply with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to current Federal Fiscal Year 2014 and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

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

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

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

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

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**1. No Federal Government Obligation to Third Parties.**

A. The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**2. Program Fraud and False or Fraudulent Statements or Related Acts.**

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 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 program. The Contractor certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or the FTA assisted program for which this work is being performed. 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 Contractor to the extent the federal government deems appropriate.

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

C. The Contractor certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. Contractor further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, §§ 44-9-1 through 44-9-14 NMSA 1978.

**3. Access to Records.**

The Contractor shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the Contractor or its subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts.

and transcriptions as reasonably needed. The Contractor shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government.

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**4. Applicable Law and Venue; Federal Changes.**

The Contractor shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (From FTA MA (19) dated October 1, 2012) between the Department and FTA. The Contractor shall make as part of this Agreement between the Department and the Contractor the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**5. Incorporation of FTA Terms.**

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are 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 Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <http://www.fta.dot.gov/>.

**6. Civil Rights Laws and Regulations Compliance.**

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 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 shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The Contractor shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:
  - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 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 awarded contractor shall comply with any implementing requirements FTA may issue.

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2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 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 shall comply with any implementing requirements FTA may issue.
  3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 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 awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Contractor shall 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.
- D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact the FTA HelpLine at [www.ftahelpline.com](http://www.ftahelpline.com).
- E. The Contractor also agrees to include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**7. Debarment and Suspension.**

Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA Contractors from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Contractors shall include the certification and instruction language contained at 29 C.F.R. Part 29, Appendix B, in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Contractor is required to verify that none of the Contractor's principals, as defined at 49 C.F.R. Part 29.995, or affiliates, as defined at 49 C.F.R. Part 29.905, are excluded or disqualified as defined at 49 C.F.R. Parts 29.940 and 29.945. By signing and submitting this Agreement, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Contractor or proposer/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Contractor or proposer/Contractor agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Contractor or proposer/Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Procurement Requirements and Buy America. (purchases over \$1,000,000)**

The Contractor shall purchase Program equipment pursuant to procedures established by the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; Americans with Disabilities Act of 1990, Pub. L. No. 101-336; and Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, 49 C.F.R. Part 663. *The Buy America Certification is attached as Certification 1.*

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The Contractor agrees to comply with 49 U.S.C. §5323(j) as amended by MAP-21 and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with MAP-21 provisions, and subsequent amendments to those regulations that may be promulgated.

**10. Termination for Cause.**

The Department has the option to terminate this Agreement if the Contractor fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subgrantees breaches on which the termination is based.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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**Vendor (AA) Creative Bus Sales**  
33 Pages Attached  
101 Pages Attached (Alternate)

**Vendor (AB) Don Chalmers Ford**  
18 Pages Attached

**Vendor (AC) National Bus Sales & Leasing**  
30 Pages Attached (Glaval)  
36 Pages Attached (Hometown) (Alternate)  
32 Pages Attached (Champion) (Alternate)

**2014-2015 MODEL YEAR PROCUREMENT FOR ACCESSIBLE SMALL AND MID-SIZED BODY ON CHASSIS TRANSIT BUSES – APPROXIMATELY 20' TO 25'**

*ANY EXCEPTIONS MUST BE NOTED*

<b>1.</b>	<b>DIMENSIONS:</b>
Yes	<p>Responders must note any variations from these minimums or maximums</p> <p>The overall length of vehicles, bumper to bumper, will be up to approximately 25 feet.  The maximum exterior height will be 10 feet 1 inch.  Maximum height from ground to top surface of first step of 12 inches, and the rise on the remaining steps a maximum of 9 inches. Step tread will be a minimum of 9 inches deep and a minimum of 30 inches wide.  Powered passenger entrance door, controlled by driver with switch on dash. Passenger door shall have a minimum height of 74 inches.  The minimum interior height will be 74 inches at center aisle.  Minimum aisle width is 16 inches; 12 inches minimum is permissible in wheelchair area; 15 inch minimum is permissible adjacent to forward facing fold-away seats.  Minimum of 28 inches knee-to-hip spacing between passenger seats; minimum of 27 inches allowed on side with fewest seats.  Passenger door entrance area must have a clear width opening of at least 26 inches, excluding actuating rod for manual door.  Gross Vehicle Weight Rating (GVWR) of the completed vehicle will be adequate and appropriate for application described, a full tank of fuel, the number of passengers and wheelchairs described, plus 200 pounds. Any exceptions to this requirement, seating capacity, or any other specification must be noted. Certified weight of completed vehicle as ordered will be affixed to the completed vehicle.</p>
<b>2.</b>	<b>CHASSIS COMPONENTS</b>
Yes	<p>Engine will be gasoline - 6.0L minimum, except for the Plex Fuel chassis which has a 5.4 L engine. Drive train will be adequate for GVWR and will maintain 70 mph, except when a lesser speed is recommended by manufacturer. Will be equipped with fast idle.  Engine block heater, minimum 600 watts, installed with a cord and electric plug accessible from the front of the vehicle with the hood closed.  Cooling System will have heavy duty capacity; engine coolant protection to minus 34 degrees Fahrenheit.  Automatic Transmission.  Fuel system will have largest available fuel tank(s). List Fuel Capacity in Gallons: <u>40-57</u>  Brakes will be heaviest-duty original equipment manufactured, with ABS.  The front end shall be aligned, per manufacturers guidelines (toe-in, caster, camber, etc.), and the front wheels balanced after completion of body on chassis. A computerized alignment printout shall be supplied with vehicle.  Rear Suspension - The chassis OEM rear leaf spring type suspension system of each vehicle shall be modified by the addition of a supplemental rubber suspension system, i.e. MOR/ryde RL, E-Z Ride or approved equal.  Dual rear wheels, except on 9,900 or 10,050 GVWR chassis.  Windshield will be darkest available tint.  Power steering, tilt steering wheel and speed control.  Vehicle will have a minimum of one power point in driver's area.  Gauges - full gauge package including fuel, oil pressure, water temperature, amp meter or voltmeter.  Step below driver's door  Vehicle must be equipped with fully automatic lift interlock system with self-diagnostic capability. Interlock system must comply with Americans with Disabilities Act (ADA) requirements, as set forth in ADA 49CFR 38.23(b), and protected from the weather.  All buses with a wheelchair lift located on the rear right side of the vehicle will have the exhaust pipe routed out the left rear of the vehicle in conformance with Federal Motor Carrier Safety Regulations, Part 393.83. Exhaust pipe will not interfere with any tow hooks or other equipment.</p>
<b>3.</b>	<b>ELECTRICAL</b>
Yes	<p>12 Volt system minimum, dual batteries with minimum 1100 CCA's total at 0 degrees (F).  Alternator will be largest OEM available - minimum of 130 amps rating.  Batteries will be in a skirt-mounted battery box with access door. Box must not extend below entrance door step and will have a sliding tray capable of supporting two (2) batteries. Battery compartments shall be constructed to prevent entrance of debris (if metal, all seams to be continuously welded) and to allow adequate ventilation of vapors. Battery cables to be run full length with no splices. Standard Step Well Battery Box as approved equal.  Electrical wiring will be coded for easy identification. Junction panels will be located within a compartment with all circuit breakers and fuses easily accessible. The proposer will supply, with each vehicle, a complete set of fuses, including at least one (1) spare fuse of each type and size used in the vehicle, including fuses under the hood.  Redundant ground between chassis and power unit at two locations.</p>
<b>4.</b>	<b>BODY CONSTRUCTION</b>

Yes	<p>Body Structure - Frame and body structures must meet Federal FMVSS #220 standard. Certification of Compliance with FMVSS #220 rollover protection shall be furnished with the proposal, along with a diagram of proposed structure, including floor members.</p> <p>Bus must meet FMVSS #217 Federal escape standards. Emergency side exits will include a minimum of one window per side, equipped with a safety release latch and swing out capability, in conformance with the operating characteristics of FMVSS #217. Each emergency exit will have the designation "Emergency Exit" permanently affixed in a manner that will not loosen in normal vehicle operation.</p> <p>Prior to final assembly, all metal parts shall be treated with multiple stage anti-corrosion treatment. All nuts, bolts, clips, washers, clamps, rivets and like parts shall be zinc or cadmium plated, or phosphate coated, to prevent corrosion. Use stainless steel where practical.</p> <p>Wherever threaded fasteners are attached into interior panels only, a reinforcing nut or panel will be installed for added strength and fastener retention.</p> <p>Welding procedures used throughout the vehicle including materials, methods and personnel will be in accordance with ASTM and American Welding Society Standards.</p> <p>All handrails, stanchions and auxiliary air conditioners, where attached to wall or ceiling, will be secured directly to the metal frame structure or to reinforcement plates which are secured directly to the frame or embedded securely in the body panels.</p> <p>Exterior body panels will be galvanized steel, aluminum or fiberglass with a white finish. Dissimilar metals will be insulated to prevent galvanic action. With the exception of stainless steel, all metal will be pre-treated, primed, and painted to resist corrosion for the life of the vehicle.</p> <p>Interior finish will be off white or light tone, color coordinated with seats, floor and exterior.</p> <p>Body will be thoroughly water tested to ensure no leakage.</p> <p>Lift Door - Vertically hinged, horizontal swing, double doors - with windows, will be provided for the installation of a wheelchair lift device meeting ADA standards. The location of this door will be on the right side of the vehicle. The height of the lift door will be in compliance with CFR 49 Part 38.25 (ADA). Does not apply to low floor buses with ramps.</p> <p>Insulation - With unloaded bus, driver's area noise level will not exceed 82 decibels at a constant speed of 55 mph.</p> <p>Floor - The floor will be marine grade plywood, 1/2" thick minimum. The floor covering will be slip-resistant transit-floor rubber (minimum 20% SBR), color other than black, with ribbed step treads and ribbed section in aisle and a two (2) inch wide band of contrasting color on step edges and aisle threshold directly behind driver.</p> <p>Floor covering must meet FMVSS 302 and ADA requirements.</p> <p>Specify Color: <u>Black</u></p> <p>Specify Color: <u>Grey</u></p> <p>Specify Color: _____</p> <p>Windows will be transit type passenger windows on each side.</p> <p>Driver's side will have a sun visor.</p> <p>Storage compartments, with door and latch, totaling 3 cubic feet minimum.</p> <p>Undercoating - Entire body will be undercoated with a non-hardening and non-chipping material. Chassis will be rustproofed to OEM standard. No warranties will be reduced or limited by the application of undercoating.</p> <p>Rubber or molded fender splashguards will be installed on rear wheel openings.</p> <p>Mud flaps will be installed on front and rear (large enough to cover duals).</p> <p>Bumpers - manufacturer's standard bumper will be heavy duty and be flush with or extend beyond projected vertical lines of all body paneling and exterior lights. Bumpers will be fastened directly to the vehicle frame. Bumper height will be industry standard to provide protection against automobile and bus damage.</p> <p>Towing - contract vendor must identify procedures for safely towing a completed vehicle according to chassis manufacturer's recommendation.</p>
Yes	
5.	VEHICLE FEATURES

Yes	<p>Seating - Standard floor plans are required with the proposal. Detailed floor plans are required with vehicle orders. Exceptions to capacity required to meet other specifications must be noted.</p> <p>Passenger Seats - Forward-facing medium-back (21-26" from top of seat cushion to top of seat back) double seats secured to the vehicle floor in accordance with FMVSS# 207. Single seats may be used on narrow bodied vehicles and where dictated by standard floor plans. Seats will have a minimum of 17 inch cushion width and depth per person. All buses to have track type seat anchorages, to allow users to easily rearrange seating configurations.</p> <p>All flip seats and fold-away seats are to be double (two-passenger) forward facing seats unless otherwise specified.</p> <p>Driver's Seat - The seat shall be the OEM standard driver's seat.</p> <p>Seat materials - All seat materials must meet FMVSS #302. Cloth upholstery is standard with color to be selected by purchaser from several available colors or patterns.</p> <p>Seat Belts - Must meet FMVSS #209 and #210. The driver's seat will be equipped with a retracting seat belt. All standard passenger seats will be equipped with under seat mounted retracting adult seat belts, except seats against rear of bus, which will have non-retracting seat belts.</p> <p>Seat belt cutter, capable of cutting supplied wheelchair securement straps without exposed cutting edge and not usable as a weapon.</p> <p>Priority seating signs and all other ADA required signage must be in place.</p> <p>Lift/Ramp - ADA approved, will meet or exceed requirements identified in APPENDIX section, and all State, Federal, ICC, and ADA. Fluid used will be Aircraft Hydraulic Fluid to meet U.S. Mil Spec H5606G. (Texaco #15 or Mobil Aero HFA or equivalent). Minimum clear dimensions for platform are 30" wide X 48" length.</p> <p>Specify Mfg./Model: <u>Braun Century 2</u></p> <p>Specify Mfg./Model: <u>Braun Millennium</u></p> <p>Specify Mfg./Model: <u>Braun Vista 2</u></p> <p>Low floor buses with ramps.</p> <p>Specify Ramp Mfg./Model: <u>Braun RA300</u></p> <p>Specify Ramp Mfg./Model: _____</p> <p>Wheelchair Securement Devices will be retractable automatic self-tensioning, self-locking with tightening knob(s) approved by State, Federal and ADA requirements. Wheelchair securements will be flush mounted on the floor, or approved equal. All wheelchair securement devices provided and the installation thereof, performance pursuant to these specifications, will meet or surpass the minimum standards per ADA requirements. Mounts must be ADA approved with shoulder harness. Shoulder harness shall be adjustable to compensate for some variations in size of wheelchair or passenger. At no time will the position of a wheelchair securement device or area, 30 inches wide per ADA specifications, when used with a standard (per ADA) wheelchair, reduce clear aisle space to less than the dimensions specified in this proposal. (Section 1, part 1.03.).</p> <p>Specify Ramp Mfg./Model: _____</p> <p>Specify Ramp Mfg./Model: _____</p> <p>Heating Systems - Dual; one (1) in front which will be the standard heater supplied in the chassis and one (1) rear heater. Rear heater will be rated at 60,000 BTU's minimum, controlled at driver's console. Each heater will be fused and switched separately.</p> <p>Air Conditioning System - will have chassis factory air conditioning plus a rear air conditioner unit to obtain 52,000 BTU minimum, with a minimum of three (3) blower speed settings, controlled at driver's console.</p> <p>Air Conditioning System will use non-corrosive, positive seal hose system to avoid leakage. Skirt mounted condenser will have a cover for winter protection.</p> <p>Defroster fan - mounted on right side of dashboard or above windshield and controlled at driver's console.</p>
	<b>VEHICLE LIGHTING</b>
Yes	Day-time Running Lights - module to hook up must be relay type (transistor type not allowed).
Yes	Interior Lighting - six (6) overhead lights minimum, to go on automatically when passenger door is opened. Switched at driver's console.
Yes	Passenger and lift doorways will be illuminated according to CFR 49 Part 38.31 (ADA) and will be illuminated whenever respective door is open.
Yes	Engine compartment will be provided with at least one (1) 10 foot-candle light, conveniently located.
Yes	All exterior lights and reflectors to meet Federal Motor Carrier Safety Regulation 393.11. LED lighting package consisting of: Running Lights, Triple ID Lights, Turn Signals, Brake Lights (including Center Brake Light), Backup Lights and Tail Lights Specify Mfg.: _____
Yes	Flashing directional signals, self-canceling, will be provided on the front, side and rear of the coach, and must permit continuous flashing of all directional lights for emergency parking, even with the brakes applied.
Yes	Center Brake Light
Yes	6" wide by 9.5" high. Mirrors will have breakaway mounts; brackets will be powder-coated or made of stainless steel. Interior rear-view mirror to allow driver to see entire interior of vehicle.

Yes	Fresnel (fish-eye) lens will be provided for the back of the bus to permit the driver to view behind the rear bumper area.
Yes	Extra vision window(s) in transition panel between chassis fender and front right side passenger loading area.
Yes	Vertical stanchion and cross rail, with modesty panel, between entry door and front row of seats.
Yes	Vertical stanchion and cross rail, with modesty panel, behind driver.
Yes	Handrails - per ADA, entry assist handrails, both left and right; anti-vandalism grab handles on aisle seats.
Yes	On vehicles 22 feet or longer, per ADA, a grab rail will be securely attached to the ceiling the length of the bus except for the wheelchair securement area.
Yes	Fire Extinguisher-minimum five (5) pound ABC rechargeable, mounted upright near the driver's compartment.
Yes	First Aid Kit - In a dustproof container, labeled "FIRST AID," will be mounted in easily accessible location. The first aid kit must contain at least the following items: (1) six 4" X 4" sterile gauze pads; (2) two soft roll bandages 3" to 6" by 5 yards; (3) adhesive tape; (4) adhesive bandages; (5) scissors.
Yes	Three emergency warning triangles will be provided. Both faces of each triangle must consist of red reflective and orange fluorescent material. Each of the three sides of the triangular device must be 17" to 22" long and 2" to 3" wide. Triangles will be provided in a protective container.
Yes	Backup Alarm will be an electric alarm, activated by reverse transmission setting, with 107 minimum decibels.
Yes	OEM, or equivalent, AM/PM/CD Digital Clock Radio with 4 speakers mounted in the passenger compartment.
Yes	DESIGNED TO TRANSPORT - The final stage manufacturer will determine the original seating capacity of each vehicle. The manufacturer's certification label will indicate the original seating capacity of the vehicle and will be affixed to the vehicle in a location protected from wear. The label will state the "Original Seating Capacity - Design To Transport" (number of passengers, including driver) and Gross Vehicle Weight Rating (GVWR) of vehicle.
6.	<b>SERVICE, WARRANTIES AND DELIVERY</b>
Yes	Maintenance and Inspection Schedule - a single comprehensive maintenance and inspection schedule for each type of vehicle for which a proposal is submitted, that incorporates the required maintenance and inspection of body, chassis, tires, wheelchair lift and other equipment and sub-systems, as prescribed by the respective manufacturers. The maintenance and inspections schedule will be supplied with each bus.
Yes	Quality - body manufacturer must meet chassis manufacturer's quality assurance program, if available. Certification from chassis manufacturer must be submitted with proposal for each chassis.
Yes	Tires will be covered by O.E.M. warranty.
Yes	Wheelchair lift system will be covered by O.E.M. warranty.
Yes	Bus chassis will be covered by O.E.M. warranty.
Yes	Body structure materials and workmanship will be covered by O.E.M. warranty.
Yes	Installation, labor and workmanship (including electrical) performed by the body manufacturer, final stage manufacturer or vendor (if vendor installs components or otherwise completes vehicle) will be covered by O.E.M. warranty.
Yes	All other components and accessory equipment will be covered by a warranty of at least one (1) year/12,000 miles, unless covered by an applicable manufacturer's warranty exceeding this. The Proposer will assist as needed in coordinating repairs within the warranty period for each component and applicable warranty.
Yes	The responder will provide a report of all warranties and excluded warranties associated with each vehicle.
Yes	During established warranty periods, the contract vendor and respective manufacturer will furnish all warranty parts at no cost to the transit system. Replacement costs, parts and assemblies will be made without delay.
Yes	The contract vendor will provide the recipient, or a designated representative of the recipient, the opportunity to inspect the vehicle for compliance with these specifications and applicable motor vehicle regulations. The inspection(s) must be completed prior to the delivery and acceptance of the vehicle.
Yes	Prior to releasing the vehicle to the recipient, the contract vendor will provide hands on instructions, by a qualified and experienced employee, in the proper and safe operation of all mechanical, electrical and hydraulic components in the vehicle. A list of topics is provided in Appendix 12. Towing procedures must be included in the instruction. The recipient's driver/designee will conduct an operational familiarization test drive with the contract vendor's employee.

**OPTIONAL EQUIPMENT AND CONFIGURATIONS**  
**2014-2015 MODEL YEAR PROCUREMENT FOR ACCESSIBLE SMALL AND MID-SIZED**  
**BODY ON CHASSIS TRANSIT BUSES – APPROXIMATELY 20' TO 25'**  
**ITEM – 003**

Instructions to Proposers: The proposer will offer a separate price for each of the following optional equipment items. Indicate "STD" if the option indicated is a standard feature or "NC" if the option is not

Small and Mid-Sized Buses		
2014-2015 MODEL YEAR PROCUREMENT FOR ACCESSIBLE SMALL AND MID-SIZED BODY ON CHASSIS TRANSIT BUSES - APPROXIMATELY 20' TO 25'		
Base price will include all rebates & concessions and include price for ADA compliant		
Vendor:	Creative Bus Sales, Inc.	
Bus Manufacturer:	Arbog Mobility	
Bus Model:	Spirit of Freedom	
Item 003 - Base Model Floorplans		
PASSENGER SEATING TO SEVEN (7) WITH 2 WHEELCHAIR SEATS	BASE	\$83,962.00
PASSENGER SEATING TO EIGHT (8) WITH 2 WHEELCHAIR SEATS	BASE	\$84,173.00
PASSENGER SEATING TO TEN (10) WITH 2 WHEELCHAIR SEATS	BASE	\$84,643.00
PASSENGER SEATING TO TWELVE (12) WITH 2 WHEELCHAIR SEATS	BASE	\$85,124.00
PASSENGER SEATING TO SIXTEEN (16) WITH 2 WHEELCHAIR SEATS	BASE	\$87,255.00
PASSENGER SEATING TO TWENTY (20) WITH 2 WHEELCHAIR SEATS	BASE	\$90,529.00
Item 003 - Adds & Deletes Optional Pricing		
(1) Chassis Options - Diesel - Manufacturer 1	ADD	\$ 13,000.00
(1) Chassis Options - Diesel - Manufacturer 2	ADD	\$
(1) Chassis Options - Diesel - Manufacturer 3	ADD	\$
(2) Chassis Options - Gas	ADD	\$
(3) Chassis Options - CNG	ADD	\$46,000.00
A. Delete Fast Idle	ADD	\$ 140.00
B. Electric Cooling for Diesel Engine	ADD	\$N/A
C. Add/Delete Fuel Tanks for CNG Option	ADD/DELETE	\$ ( )
(4) Hybrid Propulsion System	ADD	\$N/A
Hybrid Propulsion System:	ADD	\$N/A
(5) Fuel System Options	ADD	\$N/A
A. In-line Fuel Heater	ADD	\$N/A
B. Fuel Tank Access Plate	ADD	\$N/A
(6) Automation Transmission (In lieu of proposed transmission)	ADD	\$N/A
A. Manufacturer/ Model	ADD	\$N/A
B. Manufacturer/ Model	ADD	\$N/A
C. Transmission temperature gauge	ADD	\$ Standard
(7) Optional Suspension	ADD	\$ Included
A. Front	ADD	\$ Included
With hydraulic brakes	ADD	\$ N/A
With air brakes	ADD	\$ Included
B. Air Ride Suspension	ADD	\$ N/A
C. Other (e.g., Mor-Ryde, etc.)	ADD	\$ Included
D. Air Dryer	ADD	\$ N/A
(8) Brakes (In lieu of standard)	ADD	\$ Included
A. Hydraulic	ADD	\$ N/A
B. Air	ADD	\$ N/A
C. Air Dryer	ADD	\$ N/A
(9) Tires and Wheels		

A. Tire pressure monitoring system (monitors tire pressure for rear duals and has a single airing point that fills both tires at the same time).	ADD	\$250.00
B. Extended valve stems on rear wheels	ADD	\$150.00
C. Spare tire and rim to match other wheels provided	ADD	\$910.00
D. Mud and snow tire	ADD	\$3,000.00
Delete if Standard	DELETE	\$(-)
I. Rim painted white	ADD	\$
a. Outside	ADD	\$40.00
b. Both Sides	ADD	\$80.00
E. Optional Wheel Inserts	ADD	\$410.00
<b>(10) Coolant Heaters - must exhaust in compliance with FMCSR 393.03</b>		
A. Coolant Heaters - WeBasto	ADD	\$4,370.00
Timer - Manufacturer 1 - Espar	ADD	\$4,140.00
Timer - Manufacturer 2	ADD	\$
B. Coolant Auxiliary Circulating Pump - GREGG	ADD	\$500.00
<b>(11) Braking Help Options</b>		
A. Driveline retarder (e.g. Telma, etc.)	ADD	\$N/A
B. Brake Assist systems (e.g. Brakeright, etc.)	ADD	\$N/A
<b>(12) Electrical Options</b>		
A. Battery box w/ stainless sliding tray capable of supporting (2) batteries	ADD	\$Standard
B. Battery mounted behind step wall with access through step (in lieu of external battery box).	ADD	\$N/A
C. Other batteries in lieu of standard	ADD	\$N/A
<b>(13) Alternator(s) (in lieu of standard)</b>		
A. Multiplexing	ADD	\$N/A
B. 24-Volt Electrical System	ADD	\$N/A
C. Remote Start System	ADD	\$N/A
<b>(14) Body Options</b>		
Stainless Steel chassis, Fully-welded stainless-steel structure	ADD	\$N/A
<b>(15) Conspicuity markings with reflective tape 2" wide - location determined by transit system</b>		
A. One stripe up to 10 feet long	ADD	\$50.00
B. One stripe greater than 10 feet up to 25 feet long	ADD	\$90.00
C. Rear Perimeter	ADD	\$50.00
D. Other options - Quotes based on per linear foot.	ADD	\$4.00
<b>(16) Standard Manufacturer Striping Package (does not include graphics or lettering)</b>		
A. Single color	ADD	\$450.00
B. Two color combination	ADD	\$550.00
C. Multiple color combination Three Colors	ADD	\$650.00
<b>(17) Paint Entire Bus</b>		
Paint Entire Bus	ADD	\$5,125.00
<b>(18) Apply Logo - installed percent discount from vendor's current year catalog</b>		
A. Logo supplied by purchaser	ADD	\$50.00
B. Dealers supplied according to purchaser's specifications	ADD	\$250.00
<b>(19) Lettering (per character) - installed</b>		
A. Three-inch height	ADD	\$3.00
B. Four-inch height	ADD	\$4.00
C. Five-inch height	ADD	\$5.00
<b>(20) Floor Options</b>		

A. Flat floor extending to passenger boarding area or sloped with additional step in existing step well	ADD	\$ N/A
B. Flat floor extending to passenger boarding area with diagonal step behind driver (must have recessed lighted strip illuminating the step for safety)	ADD	\$ N/A
C. Alternative floor covering that meets FMVSS 302 and ADA requirements for slip resistance. A 2" wide band of contrasting color on step edges and aisle threshold directly behind driver required.	ADD	\$ N/A
D. Non-standard floor covering covers	ADD	\$ Proprietary
E. Covered flooring (extends up wall to bottom of seat track)	ADD	\$ Standard
F. Galvanized steel, aluminum, or approved equal 0.20" minimum underbelly between the plywood and subfloor structure	ADD	\$ N/A
G. Alternate subflooring that meets or exceeds the standard detailed spec.	ADD	\$ N/A
<b>(21) Optional Body Skin Material:</b>		
Body Skin Material	ADD	\$ N/A
<b>(22) Optional Exterior Styling (12-year busses only)</b>		
Exterior Styling	ADD	\$ N/A
<b>(23) Romeo Rim "help" Bumper</b>		
A. Romeo Rim "help" bumper		
Front	ADD	\$1,040.00
Rear	ADD	\$ 950.00
B. Rear Step Bumper	ADD	\$ 160.00
C. Anti-ride Plate on rear bumper	ADD	\$ 160.00
D. Other Bumper	ADD	\$ N/A
<b>(24) Tow Hooks (rear)</b>		
Tow Hooks (rear)	ADD	\$ Standard
<b>(25) Antenna ground plane, minimum 18" square or 18" diameter for UHF, 40" for VHF x 1/16" thick steel plate, attached to roof of body. Customer to supply antenna.</b>		
18"	ADD	\$ 95.00
40"	ADD	\$ 190.00
A. Conduit for additional wiring, large enough to hold coaxial cable	ADD	\$ 95.00
B. Metal mounting plate for 2-way radio location to be specified	ADD	\$ 30.00
<b>(26) Roof Ventilation/Escape Hatch</b>		
Make/model Transpec ProLo	ADD	\$ 345.00
Make/model	ADD	\$
<b>(27) Passenger Entrance</b>		
A. Manual passenger door with lock or latch to prevent accidental opening and to prevent entrance from the exterior	ADD	\$ N/A
	DEDUCT	\$ ( )
B. Easy access door above passenger door for maintenance of powered door	ADD	\$ Standard
C. Push button switch for door light, mounted above passenger door	ADD	\$ 160.00
D. Exterior key entry	ADD	\$ 160.00
E. Step well Material Option	ADD	\$ N/A
Stainless Steel	ADD	\$ N/A
Composite	ADD	\$ N/A
<b>(28) Passenger Door With a Minimum of a 36" Wide Opening</b>		
Passenger door with a minimum of a 36" wide opening	ADD	\$ Standard
<b>(29) Passenger Door with 30" or Less Opening</b>		

Passenger door with 30" or less opening	DEDUCT	\$ (N/A)
<b>(30) Emergency Door</b>		
A. Starter interrupt for rear emergency door to disable ignition	ADD	\$N/A
<b>(31) Lift Entrance Door</b>		
A. Vertically hinged, horizontal swing-out door with window in lieu of double doors	DEDUCT	\$ (N/A)
B. Delete on low-floor vehicles where ramp is incorporated in passenger door opening	DEDUCT	\$ (N/A)
C. Other Lift Entrance Doors	ADD	\$ N/A
<b>(32) Drivers Seat G2E Evolution w/power base</b>		
A. Air-ride seat G2E Evolution Add Air Power Base	ADD	\$ 625.00
B. Mechanical suspension seat	ADD	\$ N/A
C. Power Seat	ADD	\$ Standard
D. Lumbar - Adjustable Support	ADD	\$ Standard
E. Other	ADD	\$ N/A
<b>(33) Floor Mounted/forward facing flip seat/non-retracting seat belt</b>		
A. Single flip seat:		\$305.00
a. Notchback (Split back) Style	ADD	\$ 430.00
b. 3-point restraint seat	ADD	\$ 530.00
B. Double flip seat		\$405.00
a. Notchback (Split back) Style	ADD	\$ 615.00
b. 3-point restraint seat	ADD	\$ 765.00
<b>(34) Forward facing foldaway seat w/non-retracting seat belt</b>		
A. Single foldaway seat		\$470.00
a. Notchback (Split back) Style	ADD	\$ 575.00
b. 3-point restraint seat	ADD	\$ 820.00
B. Double foldaway seat		\$ 680.00
a. Notchback (Split back) Style	ADD	\$ 815.00
b. With aisle support leg	ADD	\$ N/A
c. 3-point restraint seat	ADD	\$ 950.00
C. Wheel well adapter	ADD	\$ 55.00
D. Foldaway seat cover - stored position	ADD	\$ 75.00
<b>(35) Additional Passenger Seats including Specified Seat Belts</b>		
A. Single Passenger Seat - Add or Deduct	ADD/DEDUCT	\$ 222.00
a. 3-point restraint seat	ADD	\$ 400.00
B. Double Passenger Seat - Add or Deduct	ADD/DEDUCT	\$ 409.00
a. 3-point restraint seat	ADD	\$ 508.00
C. Integrated Child Restraint Seat - w/non-retracting seat belts	ADD	\$ SEE BELOW
a. Single Passenger Child restraint Seat	ADD	\$ 580.00
b. Double Passenger Child Restraint Seat w/one child seat	ADD	\$ 770.00
c. Double Passenger Child Restraint Seat w/two child seats	ADD	\$ 1,155.00
D. Other Passenger Seats	ADD	\$ N/A
E. Pillowtop Cushion Seat (not available on flip or folding seats) (per seat)	ADD	\$ 50.00
F. Optional Passenger Seat Anchorage	Deduct	\$ 645.00
<b>(36) Passenger Seat Material</b>		
A. Vinyl in lieu of cloth	ADD	\$ N/C
B. Vertical Stitch	ADD	\$ 17.00
C. Level of seat material above standard	ADD	\$
Level 2		
Driver	ADD	\$ 190.00
Passenger	ADD	\$ 14.00
Level 3		
Driver	ADD	\$ 200.00

Passenger	ADD	\$ 22.00
Level 4		
Driver	ADD	\$ 235.00
Passenger	ADD	\$ 50.00
Level 5		
Driver	ADD	\$ 250.00
Passenger	ADD	\$ 68.00
Level 6		
Driver	ADD	\$ 260.00
Passenger	ADD	\$ 72.00
Level 7		
Driver	ADD	\$ N/A
Passenger	ADD	\$ N/A
D. Seat Materials meeting Docket 90A	ADD	\$ N/A
E. Molshure Barrier (per seat)	ADD	\$ 10.00
F. Seat arm rest	ADD	\$ 25.00
G. Aisle side seat slider	ADD	\$ 65.00
(37) A. Additional Wheelchair Mounts Including Securements	ADD	\$ 740.00
B. Other Wheelchair Securement Applications	ADD	\$ 635.00
(38) Seat Belt Extenders (per each)	ADD	\$ 25.00
(39) Seat Belts in (lieu of standard) (per seat)		
A. Non-Retracting	ADD	\$ -43.00
B. Retracting	ADD	\$ -20.00
C. Delete Passenger Seat Belts	DEDUCT	\$ ( ) -60.00
(40) Seat Belt Retaining Device	ADD	\$ 18.00
(41) Lifts (other than standard)		
A. Manufacturer EITHER RINCON OR BRAUN RAMP ARE AVAILABLE	ADD	\$ INCLUDED
Manufacturer	ADD	\$
Manufacturer	ADD	\$
Manufacturer	ADD	\$
B. Lift Covers	ADD	\$
C. Safety Belt on Lift	ADD	\$
D. Ramp in lieu of lift on low floor vehicles	ADD	\$
(42) Retractable Wheelchair Securements (in lieu of standard)		
Specify	ADD/DEDUCT	\$ N/A
Specify	ADD/DEDUCT	\$ N/A
A. Retractable Occupant shoulder belt with wheelchair securements	ADD	\$ N/A
B. Shoulder Height Adjuster with wheelchair securements		
Vertical L - Track on Wall	ADD	\$ N/A
Horizontal L - Track on Wall	ADD	\$ N/A
C. Storage pouches for wheelchair securements	ADD	\$ 35.00
D. Other securement storage TDSS	ADD	\$ 94.00
E. Additional Track PER 100" PIECE	ADD	\$ 90.00 PER
F. Webbing loops	ADD	\$ 6.25
(43) Non-Retractable Securement Tie-Down Device (in lieu of standard)		
A. Manufacturer/Model	ADD/DEDUCT	\$ N/A
B. Manufacturer/Model	ADD/DEDUCT	\$ N/A
C. Additional Track	ADD	\$ N/A
(44) Fully Automatic Lift Interlock System	ADD	\$ N/A
(45) Driver Stanchion		

A. Delete lower modesty panel	DEDUCT	\$ ( ) N/A
B. Driver's partition	ADD	\$ 125.00
<b>(46) Grab Rail</b>		
A. Additional ceiling grab rail extending the length of the bus	ADD	\$ 260.00
B. Other than standard entrance and ceiling grab rails	ADD	\$ STANDARD
C. Stander loops attached to ceiling grab rails	ADD	\$ 25.00
D. Horizontal wall grab rail at wheelchair position	ADD	\$ 45.00
E. Grab Handles on wall seats	ADD	\$ 25.00
<b>(47) A. Vertical stanchion and cross rail, modesty panel, between lift door and front row of seats, when vehicle has a front lift</b>		
	ADD	\$ N/A
<b>B. Stanchion and crossrail between wheelchair position and first row of seats to meet same securement requirements as specified behind driver's seat</b>		
	ADD	\$ N/A
<b>(48) Air Conditioning</b>		
A. Air Conditioning in lieu of Spec. TC5521 75K HEAT/COOL COMBO	ADD	\$ 2,215.00
B. Roof mounted condenser in lieu of skirt mounted	ADD	\$ STANDARD
C. Delete standard air conditioning	DEDUCT	\$ ( ) -6,395.00
<b>(49) Defroster Fan</b>		
	ADD/DEDUCT	\$ -50.00
<b>(50) Rear Heater</b>		
A. Additional Heater(s) PROAIR 65K	ADD	\$ 560.00
B. Additional Heater(s) PROAIR 35K	ADD	\$ 420.00
C. Additional Heater(s) PROAIR 60K	ADD	\$ 495.00
D. Heat Coil in AC DEPENDS ON AC THAT IS CHOSEN	ADD	\$ 700.00
E. Delete standard heater	DEDUCT	\$ ( ) -560.00
F. Insulate coolant lines to rear heaters	ADD	\$ 315.00
<b>(51) Delete Day-Time Running Lights</b>		
	DEDUCT	\$ ( ) STANDARD
<b>(52) Optional Exterior Head Lamps (12-year buses only)</b>		
A. Xenon	ADD	\$ N/A
B. LED	ADD	\$ STANDARD
<b>(53) Delete LED Lighting Package</b>		
	DEDUCT	\$ ( ) STANDARD
<b>(54) Additional LED Rear Exterior Lights</b>		
	ADD	\$ N/A
<b>(55) Optional Interior Lighting</b>		
A. LED lights	ADD	\$ N/A
B. Fluorescent type Lighting	ADD	\$ N/A
<b>(56) All Compartments Locks Keyed The Same</b>		
	ADD	\$ 180.00
<b>(57) Locks For Storage Compartments as Specified (per compartment)</b>		
	ADD	\$ STANDARD
<b>(58) Additional Storage</b>		
Specify Luggage Rack-72"	ADD	\$ 650.00
Specify Luggage Rack-88"	ADD	\$ 675.00
Specify Deluxe Overhead Parcel Racks - PER FOOT	ADD	\$ 55.00
<b>(59) AM/FM/PA/CD Digital Radio (in lieu of standard)</b>		
	ADD	\$ 470.00
<b>(60) AM/FM/PA Digital Radio (in lieu of standard)</b>		
	ADD	\$ N/A
<b>(61) PA System</b>		
	ADD/DEDUCT	\$ 350.00
A. External Speaker System	ADD	\$ 150.00

(62) Delete Spec 5:27 AM/FM/Cassette Digital Radio and Speakers	DEDUCT	(\$ ) - 270.00
(63) AM/FM Digital radio - No CD	DEDUCT	(\$ ) N/A
(64) Additional Interior Speakers	ADD	\$ 30.00
(65) Body Fluid Clean-up kit	ADD	\$ 60.00
(66) Additional STS Equipment	ADD	\$ STANDARD
(67) Adaptable Oxygen Tank Holder	ADD	\$ 300.00
<b>(68) Shop Service Manuals and Diagrams</b>		
A. Chassis		
a. Book	ADD	\$ 240.00
b. CD	ADD	\$ 240.00
B. Body	ADD	\$ 75.00
C. Engine only	ADD	\$ 240.00
D. Individual, customized wiring diagrams, including coding		
Chassis	ADD	\$ 108.00
Body	ADD	\$ 75.00
E. Other	ADD	\$ N/A
<b>(69) OEM/Aftermarket Extended Warranty</b>		
A. A/C System - Unlimited Miles - 3 years	ADD	\$ N/A
B. A/C System - 125,000 Miles - 4 years	ADD	\$ N/A
C. Chassis - Bumper to bumper	ADD	\$ N/A
D. Chassis - Powertrain	ADD	\$ N/A
E. Brauh Lift - Unlimited - 5 years	ADD	\$ N/A
<b>(70) Mirrors</b>		
A. Exterior mirrors, remote controlled, with replacement motor	ADD	\$ N/A
B. Heated External mirrors	ADD	\$ N/A
C. Combined heated and remote controlled mirrors	ADD	\$ STANDARD
D. Turn signal indicators in mirror	ADD	\$ 430.00
E. Front crossover mirrors	ADD	\$ N/A
F. Delete interior mirror	DEDUCT	(\$ ) STANDARD
G. Other		
a. Interior CONVEX MIRROR	ADD	\$ 35.00
b. Exterior	ADD	\$ N/A
<b>(71) Windows</b>		
A. Thermopane Windows	ADD	\$ N/A
B. Windows not designed to be opened	ADD	\$ STANDARD
C. Extra large windows (per vehicle)	ADD	\$ STANDARD
D. Alarm system on emergency windows	ADD	\$ 50.00
E. Flushed Windows (12-year transit buses only)	ADD	\$ N/A
(72) Delete Fresnal (fish-eye) Lens on Rear Window	DEDUCT	(\$ ) - 30.00
<b>(73) Windshield Wipers</b>		
A. Winter blades	ADD	\$ 100.00
B. Heated wiper blades	ADD	\$ N/A
(74) Curb Peelers	ADD	\$ 150.00
<b>(75) Rear Collision Avoidance System</b>		
Specify ECHOVISION	ADD	\$ 575.00

Specify HINDSIGHT	ADD	\$ 750.00
<b>(76) Heavy-Duty Step-Wall Heater</b>		
A. Engine Coolant	ADD	\$ N/A
B. Electric	ADD	\$ 80.00
C. Other	ADD	\$ N/A
<b>(77) Master Power Switch - to Completely shut off all power to body accessories</b>	ADD	STANDARD
<b>(78) Fire Suppression System</b>		
FOGMAKER	ADD	\$4,690.00
AMEREX	ADD	\$4,860.00
<b>(79) Seasonal Options In Addition To Features Specified</b>		
A. Cold weather front cover	ADD	\$ N/A
B. Bug screen	ADD	\$ 200.00
<b>(80) Interior Sidewall/Ceiling Covering - Carpet/Cloth</b>		
A. From floor to lower window edge	ADD	\$ N/A
B. From floor to ceiling	ADD	\$ 410.00
C. Entire ceiling	ADD	\$ 280.00
D. Center 1/3rd of ceiling	ADD	\$ N/A
<b>(81) Underbody Insulation</b>	ADD	\$ N/A
<b>(82) Rustproofing - Electro-coat Technologies</b>	ADD	\$ STANDARD
<b>(83) ADA Stop Request</b>		
A. Pull Cord Chimes System	ADD	\$ 1,190.00
B. Touch Pad/Tape System	ADD	\$ 1,060.00
<b>(84) Destination Sign</b>		
A. Manual	ADD	\$ N/A
B. Electronic TWIN VISION	SIDE \$1,500 FRONT \$2,125.00	
C. Electric TRANSIGN	SIDE \$850.00 FRONT \$900.00	
<b>(85) Bus Camera System</b>		
Angel Trax 4 Camera	ADD	\$ 5,500.00
REI 4 Camera	ADD	\$ 2,900.00
Seon 7 Camera	ADD	\$ 5,445.00
Other (not listed) ROBCO DUAL VISION	ADD	\$ 1,200.00
<b>(86) AVL (Automatic Vehicle Location) System</b>		
Specify SEON FLT TROOPER	ADD	\$ 3,200.00
Specify TSO MOBILE PTS W/GPS	ADD	\$ 3,100.00
Specify TSO MOBILE PTS W/PC I&D - D, & AA	ADD	\$ 10,960.00
EVERYTHING ABOVE + PASSENGER COUNTER & ANNOUNCER SYSTEM TSO MOBILE PTS W/PC AA 8 CHANNEL VIDEO		\$ 16,450.00
<b>(87) Fare Boxes</b>		
A. Main M4 & 1 vault w/pole	ADD	\$ N/A
B. Additional vaults for Main M4	ADD	\$ N/A
C. Main Treasury & 1 vault w/pole	ADD	\$ N/A
D. Additional vault for Main Treasury	ADD	\$ N/A
E. Main metal donation box	ADD	\$ N/A
F. Main metal donation box w/pole	ADD	\$ N/A
G. Diamond D & 1 vault w/pole	ADD	\$ 1,700.00
H. Additional Vaults for Diamond D	ADD	\$ 600.00
I. Diamond XV & 1 vault w/pole	ADD	\$ 1,500.00
J. Additional vaults for Diamond XV	ADD	\$ 600.00
K. Above fare box coded to purchaser's existing keys	ADD	\$ 100.00
L. Pre-wire for Electronic Fare box	ADD	\$ 150.00

M. Pole only for fare box	ADD	\$75.00
N. Pre-wire for Smart Card Reader - Purchaser will supply necessary information.		150.00
O. Other STEEL IN FLOOR & PRE WIRE	ADD	\$200.00
(88) Workshop/seminar on operation of vehicle features and preventative maintenance	ADD	\$1,500.00
(89) Hour Meter	ADD	\$ STANDARD
(90) Bike Racks		
Specify Sportsworks 2	ADD	\$ 2,185.00
Specify Apex 3	ADD	\$ 2,690.00
Specify SPORTSWORK 2 STAINLESS	ADD	\$ 2,300.00
(91) Anti-Spray Skirting - Rear of Vehicle	ADD	\$ N/A
Telescoping steering column	ADD	\$ STANDARD
(92) Special option for systems not regulated by FTA or DOT		
A. Delete Wheelchair lift and lift entrance	DEDUCT	\$ ( ) -4,875.00
B. Delete Wheelchair securements	DEDUCT	\$ ( ) -595.00
(93) Miscellaneous		
A. Curb-Side Blind Spot Camera Mounted on Mirror Head w/Monitor	ADD	\$ 0.00
B. Lighted Diamond Fare Box	ADD	\$ 1,700.00
C. Rear Backup View Camera/Monitor	ADD	\$ 875.00
D. Upper T Slider Passenger Windows in Lieu of Coach Style Windows	ADD	\$ 0.00
E. Power Windows/Door Locks	ADD	\$ 0.00
F. Tilt Steering Wheel/Cruise Control	ADD	\$ 0.00
G. Angeltrax 4 Camera System	ADD	\$ 2,560.00
H. GFI Electronic Fare Box	ADD	\$ 16,920.00
I. Electronics Cabinet	ADD	\$ 450.00
J. Dual Thermo King SLR Roof Top A/C	ADD	\$ 5,775.00
K. REI 4 Camera System	ADD	\$ 2,900.00
L. Seon 7 Camera System	ADD	\$ 5,445.00
M. Busle Back option	ADD	\$ N/A
(94) Miscellaneous Warranties		
A. Braun Lift - 5 years/Unlimited miles	ADD	\$ 250.00
B. Transign Destination Sign - 7 years/250,000 miles	ADD	\$ N/A
C. Bus electrical system (parts & labor) 3yrs/36 K miles	ADD	\$ N/A
D. Mor/Ryde suspension: 5 years/175,000 miles	ADD	\$ N/A
E. Champion Body warranty to include the following:	ADD	\$ N/A
a. Body Structure: 5 years/Unlimited Miles	ADD	\$ N/A
b. Corrosion: 7 years/Unlimited Miles	ADD	\$ N/A
c. Paint: 2 years/Unlimited Miles	ADD	\$ N/A
F. ACC TC70: (Price is per single rooftop unit)	ADD	\$
a. 3 years/Unlimited Miles	ADD	\$ 1,600.00
b. 4 years/125,000 Miles	ADD	\$ 2,015.00
G. Standard A/C warranty: 2yrs/Unlimited or 3yrs/75k Miles	ADD	\$ N/A
H. A&M Door Assembly: 3 years/Unlimited Miles	ADD	\$ N/A
(95) Miscellaneous Not Included In Options - to be completed by Vendor		
A. GAS 35 GGE CNG SYSTEM	ADD	\$ 26,250.00
B. GAS 52 GGE CNG SYSTEM	ADD	\$ 28,125.00
C. GAS 64 GGE CNG SYSTEM	ADD	\$ 32,150.00
D. GAS 70 GGE CNG SYSTEM	ADD	\$ 46,000.00
E. GAS 70 GGE SYSTEM LUGGAGE COMPARTMENT	ADD	\$ 27,250.00
F. TRANSIT FAST FILL - REPLACES STD. FILL	ADD	\$ 625.00
G. TRANSIT FAST FILL - ADDS FAST FILL NOZZLE TO STD. FILL	ADD	\$ 1,000.00
H. RELOCATE BATTERY BOX	ADD	\$ 825.00
I. RECEPTACLE KILL SWITCH	ADD	\$ 585.00

		ADD	\$
A.	Delivery/Freight charge from Bus Manufacturer to Albuquerque, NM.	ADD	\$2,000.00
B.	One-way delivery cost, per mile, from Vendor to Recipient's destination (price should include cost for one hour of recipient orientation.)	ADD	\$ 1.40
C.	Delivery Time Frame after receipt of Purchase Order (days)	(Days to Delivery)	120 DAYS FROM RECEIPT OF CHASSIS

\*Floorplans must be submitted for each category bid.

\*Certified pre-build weight certificates must be submitted for each category bid.

\*Tech Info Card & Standard Warranty Card are Required per Category Bid



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

**FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Creative Bus Sales, Inc.

Complete information requested Plus GRT

x Inclusive of GRT

Original Contract Amount: \$268,930.00

Termination Date: N/A

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Acquisition of two (2) ARBOC Spirit of Freedom 29-ft, low floor, CNG buses for Santa Fe Pick-Up operations.

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

**History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

- RFP# \_\_\_\_\_ Date: \_\_\_\_\_
- RFQ \_\_\_\_\_ Date: \_\_\_\_\_
- Sole Source \_\_\_\_\_ Date: \_\_\_\_\_

Other State of New Mexico Price Agreement #50-805-14-11788

6 **Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

7 **Funding Source:** Transit Fund **BU/Line Item:** 52416.571000

8 **Any out-of-the ordinary or unusual issues or concerns:**  
N/A  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Ken Smithson, Director of Operations & Maintenance

Phone # Ext. 2223

**Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

