

Addendum #4

Park City Municipal Corporation



REQUEST FOR PROPOSALS RFP NUMBER 1130

PROCUREMENT OF FORTY (40) LOW FLOOR TRANSIT BUSES WITH VARYING SIZE & PROPULSION SYSTEMS

ADVERTISED INVITATION TO BID:

Friday, December 12th, 2014

1053 Iron Horse Drive

PO Box 1480

Park City, UT 84060

PCMC Contact for RFP Questions:

Darren Davis, Transit Administration Team Leader

Office: (435)615-5351

Fax: (435)658-8945

ddavis@parkcity.org

SECTION 9: FORMS AND CERTIFICATIONS

CER 1. Proposer's Checklist

RFP 1130

Bundle 1: Technical Proposal

- 1. Letter of Transmittal
- 2. Technical Proposal
- 3. Acknowledgement of Addenda
- 4. Form for Proposal Deviation
- 5. Vehicle Questionnaire
- 6. References and non-priced information (if provided by Proposer)
- 7. Engineering organization chart, engineering change control procedure, field modification process
- 8. Manufacturing facility plant layout, other contracts, staffing
- 9. Production schedule and other Contract commitments for the duration of this Contract.
- 10. Quality Assurance Program

Bundle 2: Price Proposal

- 1. Letter of Transmittal
- 2. Pricing Schedule (including option buses, spare parts package, engineering, manuals, training, special tools and test equipment)

Bundle 3: Qualifications Package

- 1. Pre-Award Evaluation Data Form
- 2. A copy of the three (3) most recent audited financial statements or a statement from the Proposer regarding how financial information may be reviewed by PCMC
- 3. Letter for insurance
- 4. Letter for performance bond (if applicable)
- 5. Letter of commitment for parental financial guarantee (if applicable)
- 6. Proposal Form

Bundle 4: Proprietary/Confidential Information

- 1. Proprietary/Confidential Information

- 1. There may be items in the first three bundles that are included in bundle 4 because they are considered to be proprietary/confidential information. When this occurs, the Proposer must note that fact in bundles 1 through 3.

CER 2. Reserved

CER 3. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

– The undersigned acknowledges receipt of the following addenda to the documents:	
Addendum No.:	– Dated:
Addendum No.:	– Dated:
Addendum No.:	– Dated:
Addendum No.:	– Dated:
– Proposer:	
Name:	
Title:	
Phone:	
Street address:	
City, state, ZIP:	
– _____	
Authorized signature	Date

CER 4. Contractor Service and Parts Support Data

– **Location of nearest Technical Service Representative to PCMC**
Name:
Address:
Telephone:
Describe technical services readily available from said representative:

– **Location of nearest Parts Distribution Center to PCMC:**
– Name:
Address:
Telephone:
Describe the extent of parts available at said center:

– **Policy for delivery of parts and components to be purchased for service and maintenance:**
– Regular method of shipment:
Cost to PCMC:

CER 5. Form for Proposal Deviation

This form shall be completed for each condition, exception, reservation or understanding (i.e., Deviation) in the Proposal according to IP 10. “Conditions, Exceptions, Reservations or Understandings.” One copy without any price/cost information is to be placed in the Technical Proposal as specified in “Technical Proposal Requirements,” and a separate copy with any price/cost information placed in the Price Proposal as specified in “Price Proposal Requirements.”

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Deviation No.:	Contractor:	RFP section:	Page:
Complete description of Deviation: 			
Supporting evidence, technical data, testing results, transit revenue experience: 			

CER 6. Pricing Schedule (Page 1 of 2)

"Base Bus" price includes all terms, conditions and technical specifications as stated in Request for Proposal 1130 and inclusion notes and "Packages" below:	
<i>Inclusion Note:</i> Essential Parts package is required with each bus purchase.	(Worksheet 1)
<i>Inclusion Note:</i> Enhanced Corrosion and Noise Suppression package is required with each bus purchase.	(Worksheet 1)
<i>Inclusion Note:</i> Technology Hardware package is required with each bus purchase.	(Worksheet 2)
<i>Inclusion Note:</i> Specialized Tools package is required with initial purchase of buses.	(Worksheet 3)
<i>Inclusion Note:</i> Training package TS 5.6 is required with initial purchase of buses.	(Worksheet 4)
<i>Inclusion Note:</i> Buses are required to be delivered to Park City, Utah with a fuel tank reading full.	
~Fuel economy maximization through electrically powered accessories.	

Low Floor Heavy Duty Transit Bus Types & Sizes	Type 8	Type 9	Type 10
Lengths / Approximate	29 - 33ft	34ft - 35ft	39ft - 40ft
Minimum Gross OEM Vehicle Weight Rating lbs.	26,000	33,000	35,000

Include Cost / Pricing *if available:	Unit Price	Unit Price	Unit Price
"Base Bus" Diesel with a Conventional Styling Package for a Diesel Powered Bus	\$000,000	\$000,000	\$000,000
"Base Bus" Diesel with a Conventional Styling Package for a Diesel Powered Bus with ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000
"Base Bus" Diesel with a *European and/or BRT Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" Diesel with a *European and/or BRT Styling Package with ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000
"Base Bus" Diesel with a *Trolley or Other Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" Diesel with a *Trolley or Other Styling Package with ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000

CER 6. Pricing Schedule (Page 2 of 2)

Low Floor Heavy Duty Transit Bus Types & Sizes	Type 8	Type 9	Type 10
Lengths / Approximate	29 - 33ft	34ft - 35ft	39ft - 40ft
Minimum Gross OEM Vehicle Weight Rating lbs.	26,000	33,000	35,000

<i>Include Cost / Pricing *if available:</i>	Unit Price	Unit Price	Unit Price
"Base Bus" *Hybrid Electric Powered Bus with a Conventional Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" *Hybrid Electric Powered Bus with a Conventional Styling Package with ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000
"Base Bus" *Hybrid Electric Powered Bus with a *European Look or BRT Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" *Hybrid Electric Powered Bus with a *European Look or BRT Styling Package ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000
"Base Bus" *Hybrid Electric Powered Bus with a *Trolley or Other Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" *Hybrid Electric Powered Bus with a *Trolley or Other Styling Package ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000

<i>Include Cost / Pricing *if available:</i>	Unit Price	Unit Price	Unit Price
"Base Bus" *CNG Powered Bus with a Conventional Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" *CNG Powered Bus with a Conventional Styling Package with ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000
"Base Bus" *CNG Powered Bus with a *European Look or BRT Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" *CNG Powered Bus with a *European Look or BRT Styling Package ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000
"Base Bus" *CNG Powered with a *Trolley or Other Styling Package	\$000,000	\$000,000	\$000,000
"Base Bus" *CNG Powered with a *Trolley or Other Styling Package ~Electrical Powered Accessories	\$000,000	\$000,000	\$000,000

CER 7. Pre-Award Evaluation Data Form

NOTE: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

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<p>1. Name of firm:</p> <p>2. Address:</p> <p>3. <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture</p> <p>4. Date organized: State in which incorporated:</p> <p>5. Names of officers or partners:</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>6. How long has your firm been in business under its present name?</p>
<p>7. Attach as SCHEDULE ONE a list of similar current contracts that demonstrates your available capacity, including the quantity and type of bus, name of contracting party, percentage completed and expected completion date.</p> <p>8. Attach as SCHEDULE TWO a list of at least three similar contracts that demonstrates your technical proficiency, each with the name of the contracting party and number and they type of buses completed within the last five years.</p> <p>9. Have you been terminated or defaulted, in the past five years, on any Contract you were awarded? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, then attach as SCHEDULE THREE the full particulars regarding each occurrence.</p> <p>10. Attach as SCHEDULE FOUR Proposer's last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant; or a statement from the Proposer regarding how financial information may be reviewed by the Agency (This may require execution of an acceptable non-disclosure agreement between the Agency and the Proposer.)</p> <p>11. Attach as SCHEDULE FIVE a list of all principal Subcontractors and the percentage and character of Work (Contract amount) that each will perform on this Contract.</p> <p>12. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture.</p>
<p>The above information is confidential and will not be divulged to any unauthorized personnel.</p>
<p>The undersigned certifies to the accuracy of all information: Name and title: Company:</p> <p>_____</p> <p>Authorized signature Date</p>

CER 8. Federal Certifications
CER 8.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

– Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:
Company:

Authorized signature

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:
Company:

Authorized signature

Date

Proposers will be required to complete Pre-Award and Post-Delivery Buy America Certifications that confirm that the vehicle contains at least 60% U.S. content, with vehicle component lists indicating manufacturer, country of origin, and the component's percentage of the total vehicle materials.

CER 8.2 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

Choose one alternative:

- The Proposer, [insert name], certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

- Executed in [insert city and state].

Name:

Authorized signature

Date

CER 8.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

- The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an “X” in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the Proposer’s authorized official:

Authorized signature

Date

CER 8.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

– State _____ of _____, County _____ of _____ _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____ _____	
and who resides at _____ _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
_____ Signature of Affiant Date	
Sworn to before me this _____ day of _____, 20____.	
_____ Notary public My commission expires	– Seal

CER 8.5 Certification of Restrictions on Lobbying

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official:

Title:

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 8.6 Certificate of Compliance with Bus Testing Requirement

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

Mark one and only one of the three blank spaces with an "X."

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

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

Company name:

Name and title of the Proposer's authorized official:

Authorized signature

Date

CER 8.7 DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

I hereby certify that the Proposer has complied with the requirements of 49 CFR §26.49, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Authorized signature

Date

Name & Title of Proposer's Authorized signature

TVM Verification

Each Transit Vehicle Manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26. You do not include FTA assistance used in transit vehicle procurements in the base amount from which your overall goal is calculated. See 49 CFR 26.49(a). Proposer hereby verifies that they are compliant with FTA's Transit Vehicle Manufacturer (TVM) requirements and are authorized to bid on federally funded transit agency contracts.

Authorized signature

Date

Name & Title of Proposer's Authorized signature

CER 8.8 Cargo Preference Certification

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform Park City Municipal Corporation, so that additional requirements and clauses may be attached to this Contract.

- 1. The proposer hereby certifies that it will meet the requirements of Cargo Preference.
- 2. The proposer hereby certifies that it cannot comply with the requirements of Cargo Preference.

Company name:

Name and title of the Proposer's authorized official:

Authorized signature

Date

CER 8.9 Fly America Certification

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 subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. 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.

- 1. The proposer hereby certifies that it will meet the requirements of Fly America.
- 2. The proposer hereby certifies that it cannot comply with the requirements of Fly America.

Company name:

Name and title of the Proposer's authorized official:

Authorized signature

Date

CER 8.10 Dispute Resolution Certification

Proposer hereby certifies that it agrees to comply with and be bound by the Dispute Resolution guidelines contained in Section 3: General Conditions GC 9.8 and Section 5: Federal Requirements FR 10.

Company name:
Name and title of the Proposer's authorized official:

Authorized signature

Date

CER 8.11 Conformance with National ITS Architecture and Seismic Safety Certification

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et. seq., January 8, 2001, and the subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Company name:

Name and title of the Proposer's authorized official:

Authorized signature

Date

CER 8.12 Additional Federal Contract Clauses Compliance Certification

By signing and submitting a proposal, the bidder or proposer certifies compliance with the following Additional Federal Contract Clauses contained in Section 5: Federal Requirements FR 12:

- **12.1 Federal Funding, Incorporation of FTA Terms and Federal Changes**
- **12.2 Federal Energy Conservation Requirements**
- **12.3 Clean Water Requirements**
- **12.4 Clean Air Requirements**
- **12.5 Access to Records**
- **12.6 No Government Obligation to Third Parties**
- **12.7 Program Fraud and False or Fraudulent Statements or Related Acts**
- **12.8 Civil Rights Requirements**
- **12.9 Contract Work Hours and Safety Standards Act**
- **12.10 Recovered Materials**
- **12.11 Access Requirements for Persons with Disabilities (ADA)**

Company name:

Name and title of the Proposer's authorized official:

Authorized signature

Date

CER 8.13 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS.

Company name:

Name of signer:

Title:

Authorized signature

Date

CER 9. Other Certifications
CER 9.1 Proposal Form

Proposer shall complete the following form and include it in the price Proposal.

PROPOSAL

By execution below by a duly authorized representative(s) of the Proposer, the Proposer hereby offers to furnish equipment and services as specified in its Proposal submitted to Park City Municipal Corporation in response to Request for Proposal No. RFP 1130 in its entirety.

Proposer: _____

Street address: _____

City, state, ZIP: _____

Name and title of Authorized Signer(s): _____

Name and title of Authorized Signer(s): _____

Phone: _____

Authorized signature Date

Authorized signature Date

CER 9.2 Notice of Award

By execution below, Park City Municipal Corporation accepts Proposal as indicated in CER 9.1 Proposal Form. The successful Proposer will be required to execute a contract similar to the Park City Municipal Corporation Service Provider / Professional Services Agreement found in Section10: Contract.

Contracting Administration Team Leader:

Authorized signature

Date

CER 10. User List

Proposer must provide Park City Municipal Corporation a list of all transit properties receiving bus deliveries from the Proposer within the past twenty-four (24) months. This list is to include quantity received, size of bus, engine manufacturer, transmission manufacturer, and whether AVL Technologies were incorporated into the manufactured vehicle.

CER 11. Vehicle Technical Information

This form must be completed and included in the Technical Proposal for each vehicle type proposed.

GENERAL COACH DATA SHEET

Vehicle Type or Style:	
Bus manufacturer:	
Bus model:	
Understructure manufacturer:	
Model number:	

Basic Body Construction

Type:	
Tubing or frame member thickness and dimensions	
Overstructure	
Understructure	
Skin thickness and material	
Roof	
Sidewall	
Skirt panel	
Front end	
Rear end	

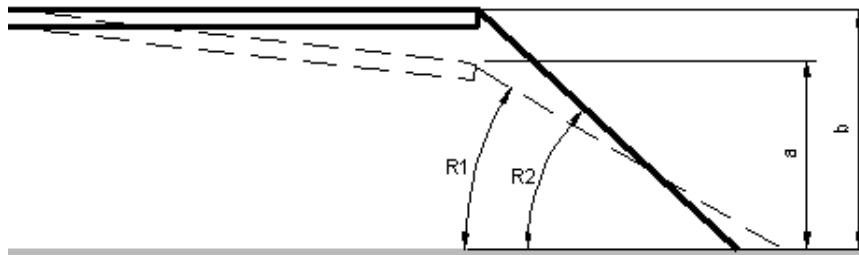
Dimensions

Overall length	Over bumpers	<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
	Over body	<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
Overall width	Over body excluding mirrors	<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
	Over body including mirrors—driving position	<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
	Over tires front axles	<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
	Over tires center axle	<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
	Over tires rear axles	<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
Overall height (maximum)		<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.
Overall height (main roof line)		<input style="width: 100%; height: 15px;" type="text"/>	ft	<input style="width: 100%; height: 15px;" type="text"/>	in.

Angle of approach	<input type="text"/>	deg
Breakover angle	<input type="text"/>	deg
Breakover angle (rear)	<input type="text"/>	deg
Angle of departure	<input type="text"/>	deg

Doorway Dimensions	Front		Rear	
Width between door posts	<input type="text"/>	in.	<input type="text"/>	in.
Door width between panels	<input type="text"/>	in.	<input type="text"/>	in.
Clear door width	<input type="text"/>	in.	<input type="text"/>	in.
Doorway height	<input type="text"/>	in.	<input type="text"/>	in.
Knuckle clearance	<input type="text"/>	in.	<input type="text"/>	in.

Step height from ground measured at center of doorway



	Front doorway, empty	Ramp angle	Rear Doorway, empty
Kneeled	a. <input type="text"/> in.	R1 <input type="text"/> deg	a. <input type="text"/> in.
Unkneeled	b. <input type="text"/> in.	R2 <input type="text"/> deg	b. <input type="text"/> in.

Interior head room (center of aisle)

Front axle location	<input type="text"/>	in.
Center axle location	<input type="text"/>	in.
Rear axle location	<input type="text"/>	in.

Aisle width between transverse seats in.

Floor height above ground (centerline of bus)

At front door	<input type="text"/>	in.
At front axle	<input type="text"/>	in.
At drive axle	<input type="text"/>	in.
At rear door	<input type="text"/>	in.

Minimum ground clearance (between bus and ground, with bus unkneeled)

Excluding axles in.

Including axles in.

Horizontal turning envelope (see diagram below)

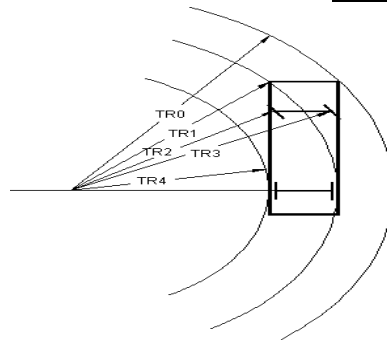
Outside body turning radius, TR0 (including bumper) ft in.

Front inner corner radius, TR1 ft in.

Front wheel inner turning radius, TR2 ft in.

Front wheel outer turning radius, TR3 ft in.

Inside Body Turning Radius innermost point, TR4 (including bumper) ft in.



Wheel base

Front in.

Rear in.

Overhang, centerline of axle over bumper

Front in.

Rear in.

Floor

Interior length ft in.

Interior width (excluding covering) ft in.

Total standee area (approximately) ft²

Minimum distance between wheelhouses:

Front in.

Rear in.

Center in.

Maximum interior floor slope (from horizontal) deg

Passenger capacity provided

Total maximum seating		
Standee capacity		
Minimum hip to knee room		in.
Minimum foot room		in.

Weight

	No. of people	Front axle			Center axle			Rear axle			Total bus
		Left	Right	Total	Left	Right	Total	Left	Right	Total	
Empty bus, full fuel and farebox											
Fully seated, full fuel and farebox											
Fully loaded standee and fully seated, full fuel and farebox											
Crush load (1.5x fully loaded)											
GVWR											
GAWR											

Engine, main

Manufacturer					
Type and weight rating					
Model number					
Bore		in.			
Stroke		in.			
Displacement		in. ³			
Compression ratio					
Injector type and size					
Net SAE horsepower		hp	at		RPM
Net SAE torque		lb/ft	at		RPM
Crankcase oil capacity					
New engine, dry		gal			
New engine, wet		gal			
Turbocharger make and model					
Maximum speed, no load		RPM			
Maximum speed, full load		RPM			
Speed at idle		RPM			

Speed at fast idle RPM

Engine information/graphs to be attached with this form:

- Engine speed vs. road speed
- Torque vs. engine speed
- Horsepower vs. engine speed
- Fuel consumption vs. engine speed
- Vehicle speed vs. time (both loaded and unloaded)
- Vehicle speed vs. grade (both loaded and unloaded)
- Acceleration vs. time
- Change of acceleration vs. time

Hybrid drive or transmission

Manufacturer	<input style="width: 100%;" type="text"/>		
Type	<input style="width: 100%;" type="text"/>		
Speeds	<input style="width: 100%;" type="text"/>		
Gear ratios	Forward: <input style="width: 50px;" type="text"/>	Reverse: <input style="width: 50px;" type="text"/>	
Shift speeds			
1st–2nd	<input style="width: 40px;" type="text"/>	mph	
2nd–3rd	<input style="width: 40px;" type="text"/>	mph	
3rd–4th	<input style="width: 40px;" type="text"/>	mph	
4th–5th (if applicable)	<input style="width: 40px;" type="text"/>	mph	
5th–6th (if applicable)	<input style="width: 40px;" type="text"/>	mph	
Fuel capacity (including heat exchanger and filters)	<input style="width: 100%;" type="text"/>		

Voltage regulator

Manufacturer	<input style="width: 100%;" type="text"/>
Model	<input style="width: 100%;" type="text"/>

Voltage equalizer

Manufacturer	<input style="width: 100%;" type="text"/>
Model	<input style="width: 100%;" type="text"/>

Alternator

Manufacturer	<input style="width: 100%;" type="text"/>	
Type	<input style="width: 100%;" type="text"/>	
Model	<input style="width: 100%;" type="text"/>	
Output at idle	<input style="width: 30px;" type="text"/>	amps
Output at maximum speed	<input style="width: 30px;" type="text"/>	amps

Maximum warranted speed rpm
 Speed at idle (approximately) rpm

Drive type

Starter motor

Manufacturer
 Type
 Model

Air compressor

Manufacturer
 Type

Rated capacity CFM
 Capacity at idle (approximately) CFMs
 Capacity at maximum speed (engine) CFM
 Maximum warranted speed rpm
 Speed idle rpm

Drive type

Governor:

Cut-in pressure psi
 Cut-out pressure psi

Axles

First

Manufacturer
 Type
 Model number
 Gross axle weight rating lbs
 Axle load lbs

Second

Manufacturer
 Type
 Model number
 Gross axle weight rating lbs
 Axle load lbs

Third

Manufacturer

Type		
Model number		
Gross axle weight rating		lbs
Axle load		lbs
Axle ratio		

Suspension system

Manufacturer		
Type:	First:	
	Second:	
	Third:	
Springs:	First:	
	Second:	
	Third:	

Joint

Manufacturer	
Type	
Model number	

Wheels and tires

Wheels

Make	
Size	
Capacity	
Material	

Tires

Manufacturer		
Type		
Size		
Load range/air pressure		psi

Steering, power

Pump

Manufacturer and model number		
Type		
Relief pressure		psi

Booster/gear box

Manufacturer and model number		
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Type	
Ratio	

Power steering fluid capacity	[]	gal
Maximum effort at steering wheel	[]	lbs (unloaded stationary coach on dry asphalt pavement)
Steering wheel diameter	[]	in.

Brakes

Make of fundamental brake system			
Brake chambers vendor size and part number:	First:		
	Second:		
	Third:		
Brake operation effort			

Slack adjuster's vendor's type and part numbers

First:	Right:		
	Left:		
Second:	Right:		
	Left:		
Third:	Right:		
	Left:		
Length:	First take-up:		
	Second take-up:		
	Third take-up:		

Brake drums/discs

First:	Manufacturer			
	Part number			
	Diameter	[]	in.	
Second:	Manufacturer			
	Part number			
	Diameter	[]	in.	
Third:	Manufacturer			
	Part number			
	Diameter	[]	in.	

Brake lining manufacturer	
Type	

Brake lining identification

First:	Forward	
	Reverse	
Second:	Forward	
	Reverse	
Third:	Forward	
	Reverse	

Brake linings per shoe

First	
Second	
Third	

Brake lining widths

First		in.
Second		in.
Third		in.

Brake lining lengths

First		in.
Second		in.
Third		in.

Brake lining thickness in.

Brake lining per axle

First		sq. in.
Second		sq. in.
Third		sq. in.

Cooling system

Radiator/charge air cooler

Manufacturer			
Type			
Model number			
Number of tubes			
Tubes outer diameter		in./	
Fins per inch		fins	
Fin thickness		in.	

Total cooling and heating system capacity gal

Radiator fan speed control

Surge tank capacity quarts

Engine thermostat temperature setting: Initial opening (fully closed) °F

Fully open °F

Overheat alarm temperature sending unit setting °F

Shutdown temperature setting °F

Air reservoir capacity

Supply reservoir	<input type="text"/>	in. ³
Primary reservoir	<input type="text"/>	in. ³
Secondary reservoir	<input type="text"/>	in. ³
Packing reservoir	<input type="text"/>	in. ³
Accessory reservoir	<input type="text"/>	in. ³
Other reservoir type	<input type="text"/>	in. ³

Heating, ventilation and air conditioning equipment

Heating system capacity	<input type="text"/>	BTU/hr
Air conditioning capacity	<input type="text"/>	BTU
Ventilating capacity	<input type="text"/>	CFM

Compressor

Manufacturer	<input type="text"/>		
Model	<input type="text"/>		
Number of cylinders	<input type="text"/>		
Drive ratio	<input type="text"/>		
Maximum warranted speed	<input type="text"/>		rpm
Operating speed	<input type="text"/>		rpm (recommended)
Weight	<input type="text"/>		lbs
Oil capacity	Dry	<input type="text"/>	gal
	Wet	<input type="text"/>	gal
Refrigerant:	Type	<input type="text"/>	<input type="text"/> lbs

Condenser

Manufacturer	<input type="text"/>		
Model	<input type="text"/>		
Number of fins/in.	<input type="text"/>		
Outer diameter of tube	<input type="text"/>		in.
Fin thickness	<input type="text"/>		in.

Condenser fan

Manufacturer		
Model		
Fan diameter		in.
Speed maximum		rpm
Flow rate (maximum)		CFM

Receiver

Manufacturer		
Model		
Capacity		lbs

Condenser fan drive motors

Manufacturer		
Model		
Type		
Horsepower		hp
Operating speed		rpm

Evaporator fan drive motors

Manufacturer		
Model		
Type		
Horsepower		hp
Operating speed		rpm

Evaporator(s)

Manufacturer		
Model		
Number of rows		
Number of fins/in.		
Outer diameter of tube		in.
Fin thickness		in.
Number of evaporators		

Expansion valve

Manufacturer	
--------------	--

Model

Filter-drier

Manufacturer

Model

Heater cores

Manufacturer

Model

Capacity Btu/hr

Number of rows

Number of fins/in.

Outer diameter of tube in.

Fin thickness in.

Number of heater cores

Floor heater blowers

Front

Rear

Controls

Manufacturer

Model

Driver's heater

Manufacturer

Model

Capacity Btu/hr

Ventilation system

Type

Coolant heater

Make

Model

Capacity Btu

Interior lighting

Manufacturer

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Type		
Number of fixtures		
Size of fixtures		
Power pack		

Doors

Front

Manufacturer of operating equipment	
Type of door	
Type of operating equipment	

Rear

Manufacturer of operating equipment	
Type of door	
Type of operating equipment	

Passenger windows

Front

Manufacturer			
Model			
Type			
Number:	Side		
	Rear		
Sizes:			
Glazing:	Type		
	Thickness		
	Color of tint		
	Light transmission		

Mirrors

	Size	Type	Manufacturer	Part no.	Model no.
Right side exterior					
Left side exterior					
Center rearview					
Front entrance area					
Upper-right corner					
Rear exit area					

Seats

Passenger

Manufacturer	
Model	
Type	

Operator

Manufacturer	
Model and part number	
Type	

Paint

Manufacturer	
Type	

Wheelchair ramp equipment

Manufacturer		
Model number		
Capacity		lbs
Width of platform		in.
Length of platform		in.
System fluid capacity		quarts
Type of fluid used		
Operating hydraulic pressure		psi
Hydraulic cylinders:	Size	
	Number	

Wheelchair securement equipment

Manufacturer	
Model number	

Destination signs

Manufacturer	
Type	

Character length

Front destination		in.
Front route		in.

Curbside destination in.
Rear route in.

Character height

Front destination in.
Front route in.
Curbside destination in.
Rear route in.

Number of characters

Front destination
Front route
Curbside destination
Rear route

Message width

Front destination in.
Front route in.
Curbside destination in.
Rear route in.

Electrical

Multiplex system

Manufacturer
Model number

Batteries

Manufacturer
Model number
Type

Communication system

GPS

Manufacturer
Model number

PA system

	Manufacturer	Model number	Number
Amplifier	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>

Microphone			
Internal speakers			
External speaker			

Energy storage (hybrid drive)

Type	<input type="text"/>	
Number of cells	<input type="text"/>	V
Battery pack voltage	<input type="text"/>	V
Weight	<input type="text"/>	lbs

Security camera system

Manufacturer	<input type="text"/>	
Model number	<input type="text"/>	
Number of cameras	<input type="text"/>	
Storage capacity	<input type="text"/>	

Bike racks

Manufacturer	<input type="text"/>
Model number	<input type="text"/>

Fire detection system

Manufacturer	<input type="text"/>	
Model number	<input type="text"/>	
Fire detectors	<input type="text"/>	
Type (thermal or optical)	<input type="text"/>	
Number of detectors	<input type="text"/>	

Automatic voice annunciator system

Manufacturer	<input type="text"/>
Model and part number	<input type="text"/>

Annunciator LED sign

Number of signs	<input type="text"/>
Housing dimensions	<input type="text"/>
Character length	<input type="text"/> in.
Character height	<input type="text"/> in.
Character width	<input type="text"/> in.

GPS antenna

Manufacturer	
Model and part number	

Automatic passenger counter

Manufacturer			
Model and part number	a.		
	b.		
	c.		
Sensor type			

Real-time bus arrival prediction system

	Manufacturer	Model number
Router		
Cellular modem		
Charge protection		

Electronic tire pressure monitoring system

Manufacturer	
Model number	

Electronic brake stroke/wear indicator system

Manufacturer	
Model number	

NOTE: All information above is accurate to the timeframe upon submission. The Agency reserves the right to update above data if changes occur, upon consultation with the customer.

SECTION 10: CONTRACT

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated au-

thorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided,

however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing: (amend the following insurance requirements as applicable)

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be re-

quired to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject

at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Ser-

vice Provider will account for the same, and dispose of it in a manner directed by the City.

- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue

Post Office Box 1480
Park City UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER

Address:
Address:
Address:

Tax ID#: _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2009, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

ADDENDUM “A”
SCOPE OF SERVICES

ADDENDUM “B”

PAYMENT SCHEDULE FOR "EXTRA" WORK

SECTION 11: APPENDIXES

Appendix A: Guidelines for Calculating Liquidated Damages

(Page 1 of 2)

Calculation of Liquidated Damages

Prior to its Solicitation, PCMC should document and file for the record its derivation of the amount of liquidated damage that is entered in “Liquidated Damages for Late Delivery of the Bus.” The following identifies some suggested areas for consideration by which PCMC may be damaged if buses are not delivered as contracted.

Cost to Retain Old Fleet

If the purpose of the procurement is to replace older buses that are being retired, there can be two areas of damage that are additive: extra cost of maintenance and cost of purchasing or renting additional buses to meet fleet availability requirements.

1. **Extra cost of maintenance.** The *difference* in maintenance costs, old buses minus new ones, is a realistic damage, assuming that older buses will be continued in service for the duration and not replaced with alternative leased buses.
2. **Cost to obtain additional buses to meet fleet availability.** Reliability of the older buses is not expected to be as good as for new ones, and they can be expected to be out of service for maintenance or repair for longer periods than new ones. Therefore, additional buses may be needed to ensure that required service on routes is met.

Cost to Obtain Alternative Fleet

The damage may be attributed to requirements to obtain an alternative fleet for the duration of the delay. Such may be precipitated because a sales agreement on the old buses being replaced is expected to have been executed prior to the Contract delivery date for new buses or because the new buses are needed for new or expanded services.

1. **Cost to replace old buses being sold.** This approach is an alternative to the cost of retaining the old fleet of (1) above. It is suggested that the liquidated damage be the lower of this alternative and that of (1).
2. **Cost to meet requirements for new or expanded service.** Under this approach, the liquidated damage would simply be the daily costs of the alternative fleet as calculated above.

Appendix A: Guidelines for Calculating Liquidated Damages (Page 2 of 2)

Increased Contract Administrative Costs

Delays in delivery will increase the period that the Contract must be administered and possibly increase the effort or waste the effort of either in-house staff or consultants for in-plant inspection and to assist in taking delivery and acceptance.

1. **Increased Contract period.** The amount of the damage can be calculated as the average daily cost of Contract administration, apart from any technical services.
2. **Increased technical services.** Technical services for in-plant inspection and to assist in taking delivery and acceptance will have been budgeted consistent with the Contract schedule. The extra budget for these services could be determined as a daily rate.

Fuel Consumption

If the new buses are expected to consume less fuel per passenger capacity, then the difference in fuel consumption costs per day may be included.

Appendix B: Guidelines for Calculating Early Delivery Incentives

Once the contract is executed, a delivery schedule will be negotiated and established. If the Contractor determines that vehicles may be produced and delivered ahead of the established schedule, this is favorable for PCMC. However, there is no monetary incentive for early delivery of vehicles.

Appendix C: Examples of Evaluation Criteria

NOTE: For PCMC's defined evaluation criteria and proposal selection process, which will be used for evaluating and selecting proposals under this RFP, refer to Section 2 IP 13 – IP 13.7.

Appendix D: Sample Vehicle Dimensions (Page 1 of 3)

The following tables represent PCMC's desired standard vehicle dimensions. Small variances from these measurements may be allowable with a submitted proposal deviation. See Section 6 TS 7 for vehicle dimension requirements.

Low Floor, Diesel	29 ft. - 30 ft.	34 ft. - 35 ft.	39 ft. - 40 ft.
Length Over Bumper:	370 In.	442.5 In.	491.5 In.
Length Over Body:	359 In.	431.5 In.	480.5 In.
Width Over Body Excluding Mirrors:	102 In.	102 In.	102 In.
Height Maximum:	122 In.	122.9 In.	122.8 In.
Seating Capacity Maximum:	28	32	40
Front Step Height Unkneeled:	15.3 In.	15.3 In.	15.3 In.
Head Room Maximum at Center of Aisle:	95 In.	95 In.	95 In.
Aisle Width Minimum Between Front Wheel Wells:	26 In.	26 In.	26 In.
Wheel Base:	162.8 In.	230 In.	279 In.
Turning Radius Outside Bumper:	29 Ft. 3 In.	37 Ft. 9 In.	44 Ft. 7 In.
Approach Angle:	8.4 Deg.	8.5 Deg.	8.6 Deg.
Departure Angle:	8.1 Deg.	8.9 Deg.	8.8 Deg.
Break Over Angle:	14.6 Deg.	12.8 Deg.	10.7 Deg.
Ground Clearance Including Axles:	7.9 In.	8.04 In.	8.04 In.
Ground Clearance Excluding Axles:	6.1 In.	8.76 In.	8.76 In.
Curb Weight Max. GVW:	22,000 lbs.	27,300 lbs.	27,980 lbs.
Vehicle Weight Max. GVWR:	31,000 lbs.	39,600 lbs.	39,600 lbs.

Low Floor, Hybrid	29 ft. - 30 ft.	34ft - 35 ft.	39 ft. - 40 ft.
Length Over Bumper:	370 In.	442.5 In.	491.5 In.
Length Over Body:	359 In.	431.5 In.	480.5 In.
Width Over Body Excluding Mirrors:	102 In.	102 In.	102 In.
Height Maximum:	131.9 In.	131.5 In.	131.9 In.
Seating Capacity Maximum:	28	32	40
Front Step Height Unkneeled:	15.3 In.	15.2 In.	15.3 In.
Head Room Maximum at Center of Aisle:	95 In.	95 In.	95 In.
Aisle Width Minimum Between Front Wheel Wells:	26 In.	26 In.	26 In.
Wheel Base:	162.8 In.	230 In.	279 In.
Turning Radius Outside Bumper:	29 Ft. 3 In.	37 Ft. 9 In.	44 Ft. 7 In.
Approach Angle:	8.4 Deg.	8.5 Deg.	8.6 Deg.

Appendix D: Sample Vehicle Dimensions (Page 2 of 3)

Low Floor, Hybrid (Cont.)	29 ft. - 30 ft.	34ft - 35 ft.	39 ft. - 40 ft.
Departure Angle:	8.1 Deg.	8.9 Deg.	8.8 Deg.
Break Over Angle:	14.6 Deg.	12.8 Deg.	10.7 Deg.
Ground Clearance Including Axles:	7.9 In.	8.04 In.	8.04 In.
Ground Clearance Excluding Axles:	6.1 In.	8.76 In.	8.76 In.
Curb Weight Max. GVW:	23,300 lbs.	28,500 lbs.	29,280 lbs.
Vehicle Weight Max. GVWR:	31,000 lbs.	39,600 lbs.	39,600 lbs.

Low Floor, CNG	29 ft. - 30 ft.	34 ft. - 35 ft.	39 ft. - 40 ft.
Length Over Bumper:	370 In.	442.5 In.	491.5 In.
Length Over Body:	359 In.	431.5 In.	480.5 In.
Width Over Body Excluding Mirrors:	102 In.	102 In.	102 In.
Height Maximum:	132.1 In	134.1 In.	134.1 In.
Seating Capacity Maximum:	28	32	40
Front Step Height Unkneeled:	15.3 In.	15.3 In.	15.3 In.
Head Room Maximum at Center of Aisle:	95 In.	95 In.	95 In.
Aisle Width Minimum Between Front Wheel Wells:	26 In.	26 In.	26 In.
Wheel Base:	162.8 In	230 In.	279 In.
Turning Radius Outside Bumper:	29 Ft. 3 In.	37 Ft. 9 In.	44 Ft. 7 In.
Approach Angle:	8.4 Deg.	8.5 Deg.	8.6 Deg.
Departure Angle:	8.1 Deg.	8.9 Deg.	8.8 Deg.
Break Over Angle:	14.6 Deg.	12.8 Deg.	10.7 Deg.
Ground Clearance Including Axles:	7.9 In.	8.04 In.	8.04 In.
Ground Clearance Excluding Axles:	6.1 In.	8.76 In.	8.76 In.
Curb Weight Max. GVW:	23,260 lbs.	28,860 lbs.	29,740 lbs.
Vehicle Weight Max. GVWR:	34,000 lbs.	41,600 lbs.	41,600 lbs.

Appendix D: Sample Vehicle Dimensions (Page 3 of 3)

Low Floor with BRT Styling Package	29 ft. - 30 ft.	34 ft. - 35 ft.	39 ft. - 40 ft.
Length Over Bumper:	383.1 In.	455.3 In.	504.3 In.
Length Over Body:	359 In.	431.5 In.	480.5 In.
Width Over Body Excluding Mirrors:	102 In.	102 In.	102 In.
Height Maximum:	125.3 In.	125.32 In.	125.21 In.
Seating Capacity Maximum:	28	32	40
Front Step Height Unkneeled:	15.3 In.	15.3 In.	15.3 In.
Head Room Maximum at Center of Aisle:	95 In.	95 In.	95 In.
Aisle Width Minimum Between Front Wheel Wells:	26 In.	26 In.	26 In.
Wheel Base:	162.8 In.	230 In.	279 In.
Turning Radius Outside Bumper:	29 Ft. 10 In.	38 Ft. 3.5 In.	45 Ft. 1.5 In.
Approach Angle:	8.7 Deg.	8.5 Deg.	8.6 Deg.
Departure Angle:	8.1 Deg.	8.9 Deg.	8.8 Deg.
Break Over Angle:	14.6 Deg.	12.8 Deg.	10.7 Deg.
Ground Clearance Including Axles:	7.9 In.	8.04 In.	8.04 In.
Ground Clearance Excluding Axles:	6.1 In.	8.76 In.	8.76 In.
Curb Weight Max. GVW:	22,000 lbs.	27,300 lbs.	27,980 lbs.
Vehicle Weight Max. GVWR:	31,000 lbs.	39,600 lbs.	39,600 lbs.

Appendix E: Sample Performance Guarantee

NOTE: For PCMC's requirements on performance guarantees refer to Section SP 5.2.

Appendix F: Sample Assignment of an Option to Purchase Agreement

Park City Municipal Corporation, "Assignor", hereby assigns to _____ of _____, "Assignee," its option to purchase from, "Seller", _____ floor transit Vehicles ("Option Vehicles") at a price and under the terms and conditions contained in Assignor's Contract No. RFP 1130, dated with Seller ("Contract").

Such option commenced, per terms of Contract, on, and may be exercised at any time on or before.

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

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

Dated this _____ day of _____, 20____

Assignor

Assignee

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

Seller

Appendix H: Worksheets 1, 2, 3, & 4

Worksheet 1

Essential Parts Package or submitted proposal deviation

Essential Parts Package is required with each bus purchased:		
Essential Parts:	Quantity	Unit Price
Air Filter	1	Required
Bottom seat cushion for the Driver’s Seat. (materials same as original)	1	Required
Break out box for Engine	1	Required
Break out box for Transmission	1	Required
Compartment Door Access Key	1	Required
Diesel Oxidation Catalyst	1	Required
Diesel Particulate Filter	1	Required
Engine and/or Engine and Hybrid Drive Warranty for 5YRS/300,000 miles	1	Required
Farebox vault	1	Required
Fuel filter	1	Required
HVAC Filter	1	Required
Oil Filter	1	Required
Radio & Storage box keys	1	Required
Set of passenger seats cushions (1 set of backs & 1 set of bottoms)	1	Required
Set of Spare Tires and Wheels with front tire tread pattern	2	Required
Transmission Filter	1	Required
Wheelchair belts, securement box keys	1	Required
Windshield Set	1	Required

Enhanced Corrosion Protection is required for each bus:

- PCMC system operates in a highly corrosive environment due to harsh winter conditions, altitudes above 7000 feet, and the high use and presence of road salt.
- Corrosion prevention improvements at each electrical junction box.
- Corrosion prevention improvements at each electrical flag panel.
- Composite Flooring throughout bus to prevent corrosion.
- Drains in floor - 2 in the upper floor and 2 in the lower floor.
- Corrosion prevention & wash splash protections for external speakers and horn.

Enhanced Noise Suppression is required for each bus:

- Clicking sound for right, left turn & 4 way flasher signal.
- Noise reduction sound absorbing material in engine compartment to quiet bus, and a heat removal system to remove heat out of engine compartment.
- Noise reduction muffler to reduce engine noise.

Worksheet 2
Technology Hardware Package or submitted deviation.

All wiring and installation is required for each bus and must be included for each component.

<u>Component Mfg:</u>	<u>Component</u>	<u>Make/Model</u>
Avail Technologies	IEB Kit GPS Kit = wire harness and GPS antenna, Main IEB wire harness and fuse block kit, Vector/mSlate wire harness and cable kit	1899
Digital Wireless Inc.	Mobile Data Computer (MDC/MDT)	mSlate
INFODEV	APC (Automated Passenger Counters, front (1) sensor & rear door area (3) sensors.	Front.da200-AC#1F2 Rear.da200-AR#2F2, AC#3F2, AR#4F2
Luminator	Front Destination Sign Curbside Destination Sign Streetside Destination Sign Rear Destination Sign ODK + Mark IV-IVS	510593-001 510544-005 510544-005 506 510496300-Rev.- C
Mackenzie Lab.	DADS- Voice Annunciation (AVA)	MB701
REI	Mic. 30" Goose Neck, Switched, XLR plug	480245
Sunrise Systems	Internal Info sign & stop request	NXTP7X962M/J1587-1
Custom Radio Corporation	AM/FM/WB/CD/DVD/USB/MP3/WMA, 4-channel. Public Address Capability	CSS-6400E,w/power module switch CBL-GP-170
Specialties	2 equipment boxes, 1 -33"H x 22.5"W x 20D" 2 nd is: 12"H x 21"W x 20D"	BHO10 Keys
REI	DVD system/2 monitors and amplified thru pleasure radio (Aux input). (8) speakers interior and (1) exterior	700980,62666,700920
Aims Power	6000 Watt Low Frequency Power Inverter – Charger – 24 Volt Split Phase	PICOGIF60w24v240vs
Singlepoint	Wi-Fi Moovbox – 4G LTE	M340
Opticom	Low Priority Radio/GPS Control Unit	2101
<u>Safety Vision</u>	S series 12 channel - NVR Recorder ITB Solid State Drive 7000 series (SSD) 6 Interior IP Cameras 3 Exterior IP Cameras 12/24V UPS GPS Kit & Antenna LCD module Installation kit- (brackets, cabling, sensors, relays) IEEE 802.11 wireless AP/bridge	7000s - NVR 7000s - ITBSSD 60-200000 60-300000 50-000002 GPS Kit 50-000001
Moxa		AWK-4131
Cisco	Aironet Access Point 802.11n-based	1600 Series
Motorola -secondary radio	150 MHz Digital Mobile Radio - w/control head	Motorola CDM-750
Motorola – primary radio	800 MHz Digital Mobile Radio - w/control head	Astro XTL 2500

Worksheet 3

Specialized Tool Package or submitted deviation

Please provide unit pricing for this Worksheet. These Specialized Equipment and tools are required (latest version) with the first initial bus purchase. Operating manuals must be included with each.

Specialized Equipment and Tools Required:	Unit Price
ABS System Diagnostic & Adapter Kit and interface cables.	
All applicable diagnostic Software and Cables for Trouble shooting Multiplex System. (handheld)	
Destination Sign Software and Programing Memory Cards	
Diagnostic Reader & Software for Hybrid Drive	
Diagnostic Software for radiators and charge air coolers with adapters and interface cable kit.	
Diagnostic Software for the ABS system.	
Diagnostic Software Kit (or readers) for Auxiliary Coolant Heater system.	
Engine Tune-up Kit: belt tension & injector timing & valve lash gauges, seal installers & removers	
Engine USB Adapter Kit and interface cables	
Handheld Diagnostic Reader for troubleshooting the multiplex system.	
Handheld Diagnostic Reader with printer for Engine, includes software.	
Handheld Diagnostic Reader with printer for Transmission, includes software.	
HVAC Diagnostic Software (or readers) adapters and interface cables.	
I/O Real Time Logic monitor	
I/O tool set (circuit tester, program loader, ID writer and converter module with cables).	
Laptop ruggedized/tough with multiple USB outlets, ports and wireless connectivity.	
Server for Camera System – PowerEdge T420, Intel-Xeon E-24XX v2 or submitted proposal deviation.	
Spare Destination Sign Kit (Front, Curbside, Streetside, rear sign, & ODK).	
Spare part A/C Compressor	
Spare part Radiator & Charge Air Cooler assembly	
Spare power train assembly and accessories	
Spare Wheelchair ramp/lift assembly (full)	
Spare camera system components (including 2 NVR recorders, 2 SS Hard Drives, 6 interior and 4 exterior cameras)	
Tool - Cradle Assemble to remove engine/hybrid drive assembly from the bus	
Tool - Bus Jacking Adapters and Towing Adapter	
Tool - Vacuum lifter for BRT style windshield	
Tool - Wheel Alignment Tools	
Tool- Other Special Tools (other than hand tools) required to work on any part or system of the bus.	
Other- Testing Equipment for technologically advanced vehicles and/or recommendations.	

Worksheet 4

Required Training Package (Page 1 of 3)

The cost of the first training package to be provided with the initial vehicle order must be included in the base cost of the vehicle. Subsequent training packages for successive vehicle orders may be required by PCMC, with cost and schedule to be negotiated as deemed necessary by PCMC. PCMC's expectation is that the Proposer/Contractor will ensure that all training recommended by the manufacturer are included in the training package so that PCMC's staff are knowledgeable and trained on the total function of the bus and integrated systems. Proposal deviations should be submitted where recommended training is not present or differs from the requirements on the following worksheet:

Minimum Required Training	Length (Hours)	Description:	Cost
General Vehicle Training	8	Basic vehicle training at PCMC's property. This training is to be conducted with PCMC's supervisor, maintenance, and training staff to cover the operation of the entire vehicle, including all features and functions, proper inspection and general operation procedures.	
Body & Panel Repair	4	Training seminar at PCMC's property for maintenance personnel covering maintenance and repair of vehicle body and panels.	
Fire Suppression Systems	4	Training seminar at PCMC's property for maintenance personnel covering maintenance and repair of fire suppression systems.	
Air Systems	4	Training seminar at PCMC's property for maintenance personnel covering maintenance and repair of air systems.	
Passenger Doors	4	Training seminar at PCMC's property for maintenance personnel covering maintenance and repair of passenger doors.	
Steering & Suspension	4	Training seminar at PCMC's property for maintenance personnel covering maintenance and repair of steering and suspension systems and components.	
Brake System	4	Training seminar at PCMC's property for maintenance personnel covering maintenance and repair of braking systems.	
Transmission	8	Transmission maintenance and repair training.	

Worksheet 4
Required Training Package (Page 2 of 3)

Minimum Required Training	Length (Hours)	Description:	Cost
*CNG or Hybrid Electric Transmissions	24	Transmission maintenance and repair training.	
Electrical Systems	8	Electrical systems maintenance and repair training.	
*CNG or Hybrid Electric Electrical Systems	24	Electrical systems maintenance and repair training.	
Destination Sign System	4	Training seminar at PCMC's property for maintenance and programming personnel covering programming procedures, operation and repair of the destination sign system to the subassembly level.	
Wheelchair Lift	4	Training seminar at PCMC's property for maintenance and planning personnel covering operation and repair of the wheelchair lift system to the subassembly level, including R&R and complete overhaul work.	
Engine	8	Engine maintenance and repair training.	
*CNG or Hybrid Electric Engine	24	Engine maintenance and repair training.	
Emissions Systems	8	Training seminar at PCMC's property for maintenance and planning personnel covering operation and repair of emissions systems, as appropriate to the type of vehicle ordered.	
HVAC System	8	Training seminar at PCMC's property for maintenance and planning personnel covering operation and repair of the HVAC system to the subassembly level.	
Preventative Maintenance	8	Training seminar at PCMC's property for maintenance personnel covering preventative maintenance, and shall provide an Inspection Sheet. This training shall specifically cover techniques and procedures for enhanced corrosion prevention.	
Special Tools	8	Training seminar at PCMC's property for maintenance personnel covering operation of all special tools and equipment necessary to diagnose, troubleshoot, and repair the bus.	

Worksheet 4
Required Training Package (Page 3 of 3)

Minimum Required Training	Length (Hours)	Description:	Cost
Training Materials	N/A	Includes all Instructor's Manuals, Training Manuals, Audio/Visual Aids, and Supplemental Materials as described in section TS 6.6.17.	
Other OEM Recommended Minimum Training		OEM or Manufacturer recommended training outside the above listed items to ensure that PCMC Staff are knowledgeable and trained in all vehicle systems and components.	
Total Cost of Complete Training Package			