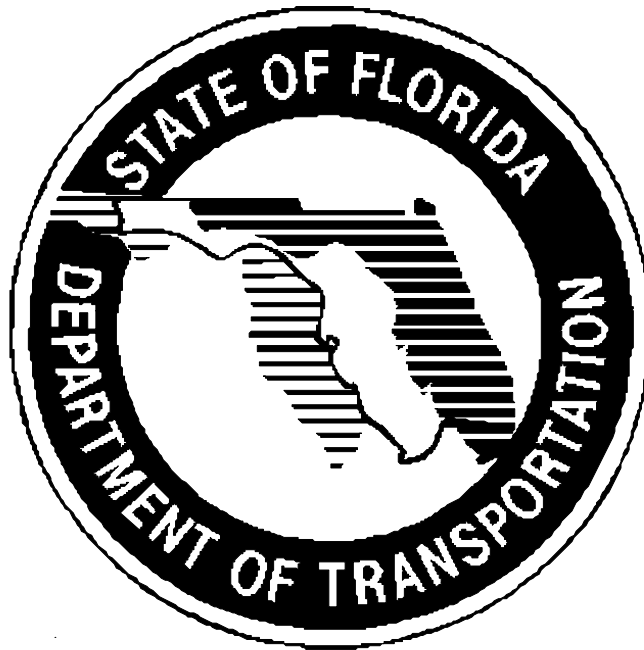


**GETAWAY MARKETING, INC.
FOR
GLAVAL BUS**

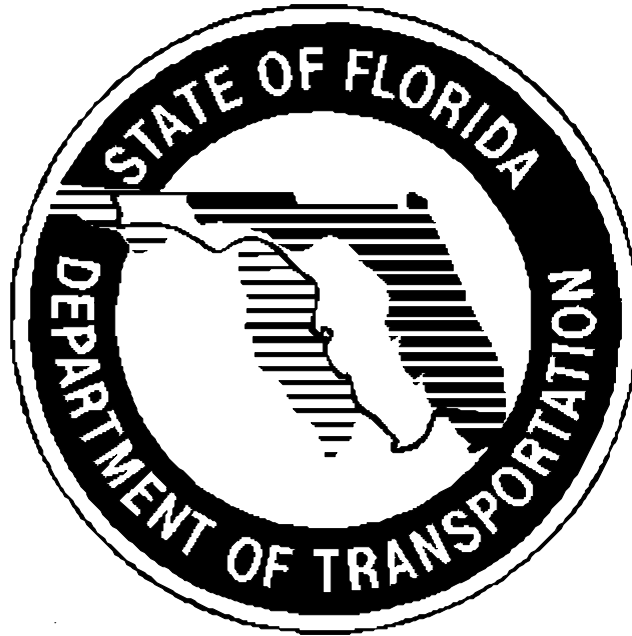


Contract #FVPP-08-SC-GM

Small Cutaway Type Vehicle

PART 1

SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS



Contract #FVPP-08-SC-GM

Small Cutaway Type Vehicles

CONTRACT # FVPP-08-SC-GM

GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

1.1 SCOPE

Notice is hereby given that the Florida Vehicle Procurement Program (FVPP) has established a statewide Purchasing Agreement between **Florida Transit Agencies**; hereby know as the “Purchasers”, and **Getaway Marketing, Inc.**, hereby also known as the “Contractor”, partnering with **Glaval Bus** for the manufacture and delivery of 2008 model year:

SMALL CUTAWAY TYPE TRANSIT VEHICLES

This contract is based on the representations, documents and descriptions submitted by Getaway Marketing, Inc. in response to FVPP Request for Proposals (RFP) #FVPP-08-SC issued August 8, 2007.

1.2 QUANTITIES

Minimum and maximum quantities are established as follows:

	<u>MIN</u>	<u>MAX</u>
SMALL CUTAWAY TYPE VEHICLES	<u>5</u>	<u>500</u>

These numbers reflect the immediate and foreseeable needs of agencies within Florida and were determined by using the most recent state of Florida Program of Projects, historical data from previous FVPP Purchasing Agreements, and Agency(s) vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be assigned to other public transit agencies desiring to purchase the same equipment specified in **Part 2** of this solicitation.

The Purchasers will be allowed to purchase this vehicle as long as current production year chassis are still available from manufacturer or suppliers, under the same terms and conditions stated in this initial Purchasing Agreement.

Following the completion of the initial production year, the FVPP will have an option to extend the Purchasing Agreement for four succeeding chassis production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive

or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the FVPP Program Administrator. The Contractor may request an increase in the second stage production costs after, or in conjunction with, the chassis increase request being received by the FVPP Program Administrator. The FVPP will compute the second stage costs utilizing the formula explained in Exhibit 5. A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Recomp month as described in Exhibit 5.

Each proposal shall be submitted with the understanding that acceptance in writing by any Purchaser of the offer to furnish any or all of the units therein, shall constitute a contract between the proposer and that Purchaser only, and implies no duties or responsibilities on the part of the FVPP or the FDOT. The terms and conditions of said contract are to be administered and enforced by and between the Purchaser and the proposer. The Purchaser is responsible for: providing the dealer with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement. The FDOT and FVPP are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services; conduct on-line and/or dealer inspections and intercede on behalf of the Purchasers.

This contract includes the following Parts that are incorporated herein:

- Part 1** - General Requirements & Conditions, Contractual Provisions
- Part 2** - Technical Specifications
- Part 3** - Options to Technical Specifications
- Part 4** - Quality Assurance Provisions
- Part 5** - Warranty Provisions
- Part 6** - Paint Schemes

1.3 TRAINING REQUIREMENTS

Training is important to the FVPP as this new vehicle may have components unfamiliar to the Purchasers' maintenance and operating personnel. The FVPP is concerned with the type of training provided, qualifications of the instructors, and the amount of training provided. As a **minimum**, the FVPP expects to receive:

Driver Orientation/Certification	8 hours @ 5 locations annually
Air Conditioning/Certification	4 hours @ 5 locations annually
Wheelchair Lift/Certification	4 hours @ 5 locations annually
Securement Device/Certification	4 hours @ 5 locations annually
Maintenance Familiarization	8 hours @ 5 locations annually
Electrical System Familiarization	8 hours @ 5 locations annually
Event Data Recorder Familiarization	4 hours @ 5 locations annually

1.4 DEALER ORIENTATION WITH DELIVERY

The dealer will provide a vehicle orientation with each vehicle delivered to an agency. If an agency orders more than one (1) unit of identical specifications; the orientation shall be provided on the first unit delivered. The orientation will be conducted by the dealer for the maintenance and operations supervisory and training personnel. The orientation will include, but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the OEM
- Function of all controls on the second stage driver control panel
- Identify location of and function of controls of all add-on equipment such as A/C, wheelchair lift, restraint systems, adjustable flip-up seats, fire suppression system, etc.
- Locate and identify all visible and audible alarms
- Locate and identify tire pressure ID plate
- Location of battery and how to service
- Location of multiplex electrical system components and their use

1.5 CONTRACTOR QUALIFICATION

The CONTRACTOR certifies that it is a person, firm, or corporation that:

- a. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.
- b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the vehicle.

-
- d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Buy America (49 CFR 661), New Bus Testing, Chapter 287 of the Florida Statutes, and the Americans with Disabilities Act.
 - e. Has the ability to certify by completing Certification of Compliance with Disadvantaged Business Regulations Form that acknowledges that this procurement is subject to the provisions of 49 CFR Section 23 .67.
 - f. Has a current in-plant Quality Assurance Program and “fully meets” the OEM body-builders program requirements.

GENERAL REQUIREMENTS AND CONDITIONS

1.6 DELIVERY AND ACCEPTANCE

- a. Completed units are to be delivered to purchaser within ninety (90) days from receipt of chassis or purchase order, whichever occurs last.
- b. Upon completion of a Pre-Delivery Inspection by the licensed Florida dealer who is awarded this Purchasing Agreement, that dealer will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time. The name, address, telephone number, and contact person for each FDOT District Office is listed in Part 1, Exhibit 3.
- c. Failure to coordinate delivery may result in delay of vehicle being “accepted” as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.
- d. The Contractor shall assume all costs and responsibility incident to said delivery to purchaser.
- e. The vehicle shall be delivered with all Contractor/manufacturer’s quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

Copy of Manufacturer’s Certificate of Origin
Application for Certificate of Title
Bill of Sale

Warranty Papers (forms, policy, procedures)
Maintenance Schedule
Operators' manual
Invoice (*To include contract number, P.O. number, VIN#, and agency name*)

- f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. Part I, Exhibit 4 contains a list of the minimum required items at delivery.

- g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor's site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 2,000 miles at time of final delivery of completed buses to agency(s). There will be two dollar (\$2.00) per mile charge for each vehicle with an odometer reading in excess of 2,000 miles. *Under NO circumstances are tow vehicles to be attached to any buses.*

- h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.

- e. All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.

- f. The FDOT reserves the right to require that some vehicles be weighed by the Contractor at Florida Department of Agriculture certified scales prior to delivery to purchaser. If required, Contractor shall upon delivery, provide to purchaser weight certification receipts showing individual gross axle weights and overall gross vehicle weight.

- g. Each vehicle purchased through the FVPP shall be routed to the FDOT's Springhill Inspection and Research Facility located in Tallahassee, Florida for an inspection prior to delivery to the manufacturer's dealer. Each vehicle delivered to the Springhill inspection facility shall contain a copy of the sales order, the build order and a complete set of "as built" wiring diagrams (hard copy or computer disc per request of purchaser). The Dealer is expected to correct all defects identified by the FVPP inspection prior to final delivery to the procuring agency. This inspection by the FVPP is not represented as being "all inclusive" and in no way relieves the dealer from the required PDI.
- l. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- m. If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.
- n. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Contractor, stating areas found to be in non-compliance with the proposal specifications, within ten (10) calendar days from receipt of vehicle(s). Placing any new vehicle into revenue service will automatically constitute acceptance of vehicle by Purchaser. However, a Letter of Acceptance must be sent to the Contractor at the time of placing vehicle(s) into revenue service.
- o. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

1.7 FEDERAL AND STATE TAX

The Purchaser's are exempt from payment of Federal Excise Tax and Florida State Tax. Said taxes must not be included in the proposal price. Any other sales tax, use tax, imports, revenues, excise or other taxes which may now or hereafter be imposed by Congress, by the State, or any political subdivision thereof and applicable to the sale and delivery of the product as a result of this proposal, and which by terms of the tax law, may be passed directly to a Purchaser, will be paid by

the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

1.8 ON-LINE INSPECTIONS

The FVPP reserves the right to perform an on-line inspection of any vehicles procured as a result of this proposal. If any defective or non-compliance items are found during the on-line inspection, the FVPP may choose to perform subsequent on-line inspections at a date agreeable to both parties.

1.9 INDEMNIFICATION

Contractor must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or FVPP personnel from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

1.10 MOTOR VEHICLE SAFETY STANDARDS

All vehicles covered by these specifications shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration. The manufacturer must include in their proposal package, either a letter stating the information that will be provided on the FMVSS sticker or a letter stating that the vehicles are not subject to FMVSS. Vehicles must be in compliance with all the requirements of the laws of the State of Florida as to lighting equipment, and all warning and safety devices. In the event there are changes in the Federal Motor Vehicles Safety Standards between date of proposal and date of manufacture, any new requirements applicable at time of manufacture will be considered separately and the price for same determined by mutual agreement. In granting this, the Contractor is not relieved of the responsibility of providing the Purchaser with all available information relative to the engineering structure, and design change so affected and the impact (if any) these changes may have on the durable-useful life and attractive appearance of the vehicle to be provided per these specifications.

1.11 LIQUIDATED DAMAGES

In the event of delay in completion of the delivery of vehicles beyond the date specified, in addition to any granted extensions agreed to in writing by the Purchaser, any affected Purchaser shall assess as liquidated damages, twenty five dollars (\$25.00) per calendar day per vehicle.

1.12 PARTS AND MANUALS

A supply of replacement parts for the vehicles specified must be guaranteed by the Contractor for a ten-year period from date of purchase. The Contractor shall provide Purchaser with complete **“as built”** wiring diagrams for the entire vehicle, a current service manual and a current parts manual (*“as-built” wiring diagrams, service manuals and parts manual maybe provided on a CD instead of hardcopy as per the choice of the Purchaser*). These should be provided for each vehicle with a maximum of two (2) sets per Purchaser if they are purchasing more than two (2) vehicles. One (1) Operator's Manual shall be provided for each vehicle, regardless of the number of vehicles ordered by a given Purchaser. A list of any special tools or equipment will also be provided. The supplied operator's and maintenance manuals and wiring diagrams shall incorporate the options ordered on purchaser's vehicles.

1.13 ALTOONA TEST

Either a final report from the Altoona Bus Testing Center or documentation from the Federal Transit Administration stating that the vehicles are not required to undergo Altoona testing must be included in this Purchasing Agreement.

1.14 TITLING VEHICLES

Unless specified otherwise, Vehicles shall be titled to the Purchaser with the Florida Department Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 listed as the only lien holder.

The Contractor shall be responsible for applying for Title and purchasing a license tag on behalf of the Purchaser.

CONTRACTUAL PROVISIONS

1.15 FEDERAL TRANSIT ADMINISTRATION FUNDING

This contract is subject to financial reimbursement by the Federal Transit Administration. Accordingly, federal requirements may apply to that contract and if those requirements change then the changed requirements shall apply as required.

1.16 INCLUSION OF PROVISIONS

All provisions stated in this contract and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the Purchaser(s) and the Contractor.

1.17 REQUIREMENTS OF PROPOSERS

a. **Compliance With Regulations**

The Contractor, shall comply with regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), as incorporated by reference and made a part of this Purchasing Agreement.

b. **Nondiscrimination**

The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.

c. **Equal Employment Opportunity**

In connection with the execution of this Purchasing Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. 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.

d. Solicitations From Subcontracts, Including Procurement of Materials And Equipment

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this Purchasing Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

e. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and its facilities as may be determined by the Project Administrator to be pertinent to ascertain compliance with said regulations, orders, and instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Project Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

f. Sanctions For Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the Purchaser shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the Contractor until compliance; and/or
- (2) Cancellation, termination, or suspension of the Purchasing Agreement, in whole or in part.

1.18 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United

States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

1.19 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees: a. 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; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of 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.) c. to include these requirements in all subcontracts issued pursuant to this Purchasing Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.20 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.21 CLEAN WATER

- a. 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.
- b. 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.

1.22 BUS TESTING

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

- a. 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 procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. 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.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to 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.
- d. If the manufacturer represents that the vehicle is "grand fathered" (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.

1.23 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

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:

- a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer/Offeror 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.
- b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.
- c. 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.

1.24 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352, AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995, P.L. 104-65 [TO BE CODIFIED AT 2 U.S.C. § 1601, ET SEQ.]

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.25 ACCESS TO RECORDS AND REPORTS

The following access to records and reports requirements applies to this Purchasing Agreement:

-
- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(l), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
 - d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5303(a)1) through other than competitive proposing, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - e. 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.

- f. The Contractor agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(l)(11).

1.26 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Purchasing Agreement. Contractor's failure to so comply shall constitute a material breach of this Purchasing Agreement.

1.27 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.

1.28 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6003 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.29 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- b. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages** - The purchaser(s) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

- e. **Payrolls and basic records** - 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.

1.30 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser 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 Purchasing Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Purchasing Agreement) pertaining to any matter resulting from the underlying Purchasing Agreement.

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

1.31 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Purchasing Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA

assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.32 TERMINATION

- a. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or 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 FVPP may terminate this Purchasing Agreement 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.
- b. If it is later determined by the FVPP 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 FVPP, 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.

1.33 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - *Lower Tier Covered Transactions (Third Party Contracts over \$100,000).*

- a. By signing and submitting this Purchasing Agreement, the prospective lower tier participant is providing the signed certification set out below.

-
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the FVPP may pursue available remedies, including suspension and/or debarment.
 - c. The lower tier participant shall provide immediate written notice to the FVPP if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the FVPP for assistance in obtaining a copy of those regulations.
 - e. The lower tier participant agrees by submitting this Purchasing Agreement that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the FVPP.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
 - h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i.

- i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the FVPP may pursue available remedies including suspension and/or debarment.

1.34 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Lower Tier Covered Transaction

- a. The lower tier participant certifies, by submission of this Purchasing Agreement, that neither it nor its "principals" [as defined at 49 C.F.R. § 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.
- b. When the lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1.35 CIVIL RIGHTS

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6103, section 203 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as

amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities - In accordance with section 103 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

1.36 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Purchasing Agreement which are not resolved by agreement of the parties shall be decided by the Florida Department of Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Florida Department of Transportation. Any appeal of decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statutes.

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.

Unless this Purchasing Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FVPP 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 Florida.

The duties and obligations imposed by the contract documents and the rights and remedies available hereunder 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 FVPP or the 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.

1.37 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the FVPP that Disadvantaged Business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR part 23 apply to this Purchasing Agreement.

The FVPP Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Purchasers, or their Contractors, shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The FVPP Program Administrator on behalf of the Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

1.38 STATE AND LOCAL LAW DISCLAIMER

The use of many suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law. Before the suggested clauses are used in the grantees procurement documents, the grantees should consult their local attorney.

1.39 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, 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 grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

EXHIBITS

LIST OF EXHIBITS

1. Required Forms/Certifications
2. Price Proposal Forms/Payment terms
3. FDOT District Offices
4. Vehicle Delivery Checklist
5. Second Stage Price Escalation Formula

EXHIBIT 1

PRE-AWARD REVIEW CERIFICATIONS

Henry J. Cusack, FVPP Administrator, acting on behalf of agencies purchasing vehicles under these contracts established by FVPP Contract #FVPP-08-SC-GM, certifies the following:

I. PRE-AWARD BUY AMERICAN COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, the recipient is satisfied that the mini vans to be purchased from Florida Transportation System, Inc. meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient has reviewed documentation provided by the manufacturer, which lists: (1) the proposed component and subcomponent parts of mini vans identified by manufacturer, country of origin, and cost; and, (2) the proposed location of the final assembly point for the mini vans, including a description of the activities that will take place at the final assemble point and a cost of final assembly.

Date: January 29, 2008

Signature: Henry J. Cusack

Title: FVPP Administrator

II. PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, the mini vans to be purchased from Getaway Marketing, Inc. are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a mini van that meets that specifications.

Date: January 29, 2008

Signature: Henry J. Cusack

Title: FVPP Administrator

III. PRE AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, a copy of the Florida Transportation System, Inc. self certification information stating that the mini vans will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the CFR, Part 571 was provided and reviewed.

Date: January 29, 2008

Signature: Henry J. Cusack

Title: FVPP Administrator

PROPOSAL ACKNOWLEDGMENT

DEALER

Gentlemen:

The undersigned, as proposer hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

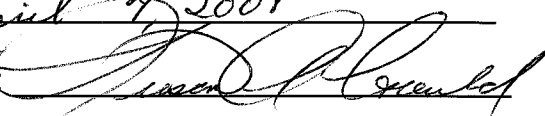
The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

Florida Vehicle Procurement Program

FVPP PROPOSAL # FVPP-08-SC

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Date: April 4, 2008
Signature: 
Company Name: Getaway Marketing, Inc.
Title: President

PROPOSAL ACKNOWLEDGMENT

MANUFACTURER

Gentlemen:

The undersigned, as proposer, hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

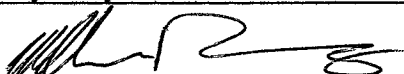
The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

Florida Vehicle Procurement Program

FVPP PROPOSAL # FVPP-08-SC

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Date: 04/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

STANDARD ASSURANCES

DEALER

Federal Requirements for Invitation for Proposal

I, Susan A. GOULD, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

Comptroller General's Proposer's Certification

Getaway Marketing Inc hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.

Other Assurances

I, Susan A. GOULD, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # VF1004785.

Getaway Marketing Inc assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.

Getaway Marketing Inc assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

Date: April 4, 2008

Signature: Susan A. Gould

Company Name: Getaway Marketing, Inc.

Title: President

STANDARD ASSURANCES

MANUFACTURER

Federal Requirements for Invitation for Proposal

I, William Ramsay, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

Comptroller General's Proposer's Certification

GLAVAL BUS hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.


Other Assurances

I, William Ramsay, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # _____.

GLAVAL BUS assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.

GLAVAL BUS assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

Date: 02/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

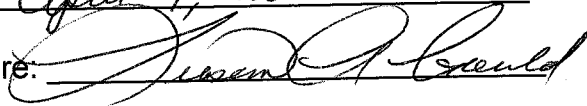
**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR
MANUFACTURED PRODUCTS**

DEALER

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: April 4, 2008

Signature: 

Company Name: Getaway Marketing, Inc.

Title: President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____


**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR
MANUFACTURED PRODUCTS**

MANUFACTURER

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Manufacturer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: 01/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Manufacturer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING
STOCK AND ASSOCIATED EQUIPMENT**
(Applicable to purchases over \$100,000.00)

DEALER

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: April 4, 2008

Signature: *Jessica A. Crandall*

Company Name: Getaway Marketing, Inc.

Title: President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING
STOCK AND ASSOCIATED EQUIPMENT**
(Applicable to purchases over \$100,000.00)

MANUFACTURER

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Manufacturer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: 01/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA
REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED
EQUIPMENT**

(To be submitted with a proposal or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

DEALER

Certificate of Compliance

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: April 4, 2008

Signature: *Steven P. Corrado*

Company Name: Getaway Marketing, Inc.

Title: President

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA
REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED
EQUIPMENT**

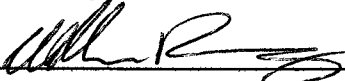
(To be submitted with a proposal or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

MANUFACTURER

Certificate of Compliance

The Manufacturer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 04/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS
DEALER

The undersigned Contractor certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665.

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

Date: April 4 2008

Signature: [Handwritten Signature]

Company Name: Getaway Marketing, Inc.

Title: President

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

MANUFACTURER

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665.

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

Date: 02/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

CERTIFICATION REGARDING LOBBYING

(To be submitted with each proposal or offer exceeding \$100,000)

DEALER

The undersigned Contractor certifies, to the best of his or her 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official:

Susan A. Gould President

Date April 7, 2008

CERTIFICATION REGARDING LOBBYING

(To be submitted with each proposal or offer exceeding \$100,000)

MANUFACTURER

The undersigned Manufacturer certifies, to the best of his or her 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

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

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official:

WILLIAM RAMSAY NATIONAL SALES MANAGER

Date 09/09/08

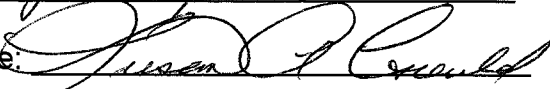
TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION

DEALER

The proposer, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR, Section 23.67 by submitting an annual DBE/WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

The proposer, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 23.67.

Date: April 4 2008

Signature: 

Company Name: Glaval Bus

Title: President

TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION
MANUFACTURER

The proposer, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR, Section 23.67 by submitting an annual DBE/WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

The proposer, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 23.67.

Date: 04/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER


MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

DEALER

Certification of Compliance with all safety related items contained in **Part 2: Technical Specifications**.

The Contractor hereby certifies that it shall comply with the safety related requirements contained in **Part 2: Technical Specifications** (reference Federal Register Vol. 47, No. 195, Oct. 7, 1982 FTA Docket Nov. 81-3).

Date: April 4, 2008

Signature: 

Company Name: Getaway Marketing, Inc.

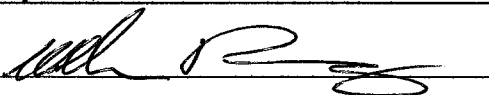
Title: President

MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION
MANUFACTURER

Certification of Compliance with all safety related items contained in **Part 2: Technical Specifications**.

The Manufacturer hereby certifies that it shall comply with the safety related requirements contained in **Part 2: Technical Specifications** (reference Federal Register Vol. 47, No. 195, Oct. 7, 1982 FTA Docket Nov. 81-3).

Date: 04/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 2 I, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Purchasing Agreement.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontracts, including procurement of materials and equipment:** In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the FVPP, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

(Continued)

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the FVPP shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Purchasing Agreement, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the FVPP or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the FVPP to enter into such litigation to protect the interests of the FVPP, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

Date September 4, 2007

Signature 

Company Name Getaway Marketing, Inc.

Title President

TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

(Continued)

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the FVPP shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

- (c) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- (d) Cancellation, termination or suspension of the Purchasing Agreement, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the FVPP or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the FVPP to enter into such litigation to protect the interests of the FVPP, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

Date: 04/09/08

Signature: 

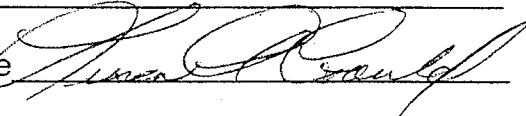
Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

CERTIFICATION OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT OF 1990

The Proposer hereby certifies that it shall comply with all requirements contained in **Part 2: Technical Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

Date September 4, 2007

Signature 

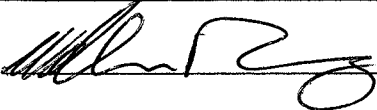
Company Name Getaway Marketing, Inc.

Title President

**CERTIFICATION OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT OF 1990
MANUFACTURER**

The Manufacturer hereby certifies that it shall comply with all requirements contained in **Part 2: Technical Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

Date: 04/09/08

Signature: 

Company Name: Glaval Bus

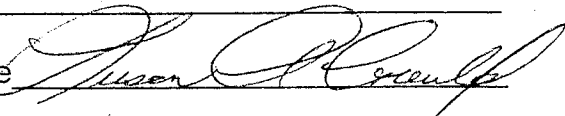
Title: NATIONAL SALES MANAGER

DEBARRED BIDDERS / INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. Lower tier participant certifies, by submission of this bid proposal, that neither it nor its "principals" (as defined at 49 CFR Part 29) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date September 4, 2007

Signature 

Company Name Getaway Marketing, Inc.

Title President

DEBARRED BIDDERS / INTEGRITY CERTIFICATION
MANUFACTURER

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

3. Lower tier participant certifies, by submission of this bid proposal, that neither it nor its "principals" (as defined at 49 CFR Part 29) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
4. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date: 04/09/08

Signature: 

Company Name: Glaval Bus

Title: NATIONAL SALES MANAGER

DOMESTIC CONTENT OF MATERIAL AND % OF COST

<u>COMPONENT</u>	<u>SUPPLIER/MANUFACTURER</u>	<u>% OF COST</u>	<u>% OF DOMESTIC</u>
ENGINE	GM MOTOR CO. / US	17	100
TRANSMISSION	GM MOTOR CO. / US	5	100
FRONT AXLE	GM MOTOR CO. / US	1	100
REAR AXLE	DANA CORP. / US	1	100
DRIVE SHAFT	GM MOTOR CO. / US	1	100
FRONT SUSPENSION	KELSEY HAYES / US	1	100
REAR SUSPENSION	GM MOTOR CO. / US	1	100
AIR COMPRESSOR	N/A	N/A	N/A
GENERATOR/ALTERNATOR	DANA / US	1	100
STEERING SYSTEM	GM MOTOR CO. / US	1	100
AIR CONDITIONING	GM MOTOR CO. / US	0.6	100
AIR CONDITIONING	ACC INDUSTRIES	6	100
HEATER	PRO-AIR / US	0.5	100
PASSENGER SEATS	FREEDMAN / US	2	100
WINDOW ASSEMBLIES	KINRO / US	1.9	100
W/C LIFT DOOR	GLAVAL BUS / US	1	100
FRONT & REAR FIBERGLASS	CHARLESTON CORP / US	0.7	100
ENTRANCE DOOR	A&M SYSTEMS / US	1.2	100
STRUCTURAL STEEL	ALLIED STEEL / US	1.4	100
STEEL OUTER SKIN	ALLIED STEEL / US	1.5	100
FLOOR C-CHANNEL	FABWELL / US	1.1	100
FLOORING	ROBERT WEED / US	0.6	100
FLOOR COVERING	ALTRO / US	0.5	100
LIFT ASSEMBLY	RICON / US	8	100
PAINT	DUPONT / US	1.2	100
PRIMARY ASSEMBLY	GLAVAL BUS / US	12.4	100
	TOTAL DOMESTIC CONTENT OF COMPONENTS	69.60%	

Addendum

EXHIBIT 2

**PRICE PROPOSAL FORM A
BASE GAS VEHICLE PRICE**

ITEM	PRICE
Small Cutaway Type Vehicle Chassis Manufacturer: <u>Chevrolet /GMC</u> Minimum Chassis GVW (pounds): <u>12,300</u> Vehicle length (inches): <u>267</u>	\$ 54,071.00
TOTAL	\$ 54,071.00

PRICE PROPOSAL FORM B
SEATING

ITEM	PRICE PER PERSON
Standard Seat	\$250.00
Flip-type Seat	\$295.00
Fold-away Seat	\$350.00
Children's Seat	\$315.00

UPHOLSTERY INFORMATION

AVAILABLE VINYL COLORS

BLUE CMI VINYL - Center insert of seat to be print CMI #1002907, outside wrap and back of seat to be solid CMI #844996.

BEIGE CMI VINYL - Center insert of seat to be print CMI #1002853, outside wrap and back of seat to be solid CMI #547468.

PRICE PROPOSAL FORM C

PAINT SCHEME PRICES

ITEM	PRICE PER ITEM
Paint Scheme 1	\$650.00
Paint Scheme 2	\$425.00
Paint Scheme 3	\$365.00
<p>If an agency requires paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.</p>	

PRICE PROPOSAL FORM D
INDIVIDUAL PRICES OF OPTIONS

ITEM	DESCRIPTION	PRICE
3.1.1	Aluminum wheels	\$1,590.00
3.2.1	Altro Transfloor floor covering	\$290.00
3.3.1	6.0L V-8 Turbo diesel engine	\$6,580.00
3.4.1	Driver safety partition	\$286.00
3.5.1	Seat belt extensions <i>(two sets are standard, no charge)</i>	\$18.00
3.6.1	Driver seat option, Freedman CL 67	\$1,100.00
3.6.2	Driver seat option, Freedman Sport Driver's	\$675.00
3.7.1	Entertainment center – upgraded stereo <i>(AM/FM/CD radio standard)</i>	\$242.00
3.8.1	Public address system	\$365.00
3.9.1	Ricon wheel chair lift	\$2,955.00
3.9.2	Braun wheel chair lift	\$2,955.00
3.9.3	Maxon wheel chair lift	\$3,310.00
3.10.1	Stainless steel wheel liner inserts	\$235.00
3.11.1	Hawk Eye reverse detection system – Rear HELP bumper	\$440.00
3.12.1	Stretcher securement system	\$750.00
3.13.1	QRT Max securement system	\$485.00
3.13.2	Sur-Lok securement system	\$485.00
3.15.1	Amerex Fire Suppression System <i>(JoMar System standard)</i>	No Charge
****	Upgrade to Wide Body	\$3,100.00

PRICE PROPOSAL FORM F
TERMS OF PAYMENT

The Agency/Dealer terms of payment are as follows:

- 1 The agencies will submit their portion of the purchase price (local match) to the 5310 administrator at CUTR when the vehicle order is placed.
- 2 A 2% (24% per annum) service charge will be added to all past due accounts.
- 3 Total proposal price is based on payment terms of net sixty (60) days after acceptance of each vehicle. If Contractor has not received payment in full within the 60 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 61.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form, other than that requested, will render the proposal unresponsive.

Date: April 4, 2008

Signature: Juan P. Cornejo

Company Name: Getaway Marketing, Inc.

Title: President

EXHIBIT 3

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT OFFICES

Julia Davis
FDOT District One
PO Box 1030
Fort Meyers, FL 33902-10
(239) 461-4300

Gwendolyn Pra
FDOT District Two
2198 Edison Avenue, MS 2813
Jacksonville, FL 32204
(904) 360-5687

Kathy Rudd
FDOT District Three
1074 Hwy 90
Chipley, FL 32428-0607
(850) 638-0250 x549

Paula Scott
FDOT District Four
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
(954) 777-4491

Karen Paul
FDOT District Five
133 S. Semoran Blvd.
Orlando, FL 32807
(407) 482-7858

Ed Carson
FDOT District Six
1000 N. W. 11th Ave., Room 6105
Miami, FL 33172
(305) 470-5255

Nicole Mathis
FDOT District Seven
11201 N. McKinley Dr.
Tampa, FL 33612-6403
(813) 975-6195

EXHIBIT 4 **VEHICLE DELIVERY CHECKLIST**

The below items must be presented at time of delivery of vehicle to agency or vehicle will be considered non-acceptable.

- Vehicle properly serviced, clean and in first class operating condition. Includes front end alignment, wheels balanced, unnecessary stickers removed
- Proper "Application for Registration"
- GVWR - either on Certificate of Origin or Registration
- Four Wheel Weight Analysis Certification
- Odometer Certification
- "As Built" Wiring diagrams and chassis electrical manuals
- Service, chassis service and "As Built" Parts manuals
- Operator's manual
- Dealer Invoice
- Spare key(s)
- Bill of sale
- Warranty papers (forms, policy, procedures)
- Maintenance schedule
- Post-Delivery Audit documents-
 - Buy America Certificate and documentation annotating percentage breakdown and percentages, location and items present during final assembly (post-delivery breakdown document)
 - FMVSS
 - Specifications
 - Blank Acceptance / Rejection Notification

EXHIBIT 5

FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION

Escalation will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category PCU3713#2, Truck and Bus Bodies, "Complete vehicles produced on purchased chassis:" **, not seasonally adjusted. In no event will the prices for any purchase release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release or the base price of the purchase order release if less than twelve (12) months after the initial contract award.

<u>Index Point Change</u>	<u>Examples</u>
PPI Index: Future Recomp Month	141.1
Less PPI Index: Base Award Month	137.5
Equals Index Point Change	3.5

<u>Index Percent Change</u>	<u>Examples</u>
Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.5
Equals	0.0254
Results multiplied by 100 equals Percent Change	2.54%

Total price of standard bus	=	\$42,850.00
Minus price of chassis	=	\$27,050.00
Equals total second stage price	=	\$15,800.00

"Certain Dollar Amount" = Cost of second stage price divided by 100

Certain Dollar Amount = $15,800 / 100 = 158$

Price of second stage will change \$158.00 per 1 percent movement in the producer price index (PPI)

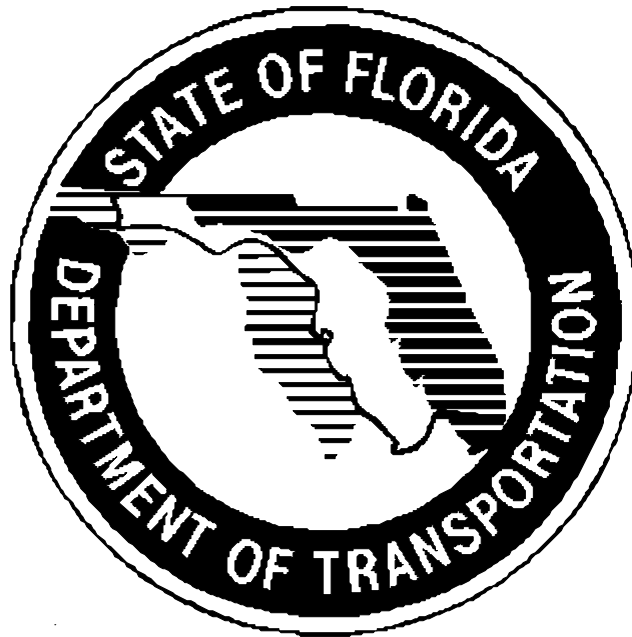
In this example, 2.54% times \$158.00 equals \$401.32. This could be added to the total cost of the add-ons per bus. Chassis increase would be added separately per instructions in Section 1.2. Once recompilation of second stage pricing is completed, the last recomp month becomes the new award month.

** = If discontinued, Category PCU3713, "Truck and bus bodies" will be used.

NOTE: *These figures provided for illustrative purposes only.*

PART 2

TECHNICAL SPECIFICATIONS



Contract #FVPP-08-SC-GM

Small Cutaway Type Vehicles

TECHNICAL SPECIFICATIONS <> 20'- 10" BUS

CONTRACT# FVPP-08-SC-GM

2.1.0 GENERAL INFORMATION

2.1.1	Seating Capacity	will vary
	Seated Adults	will vary
	Wheelchair positions	will vary

Manufacturer shall provide all available floor plans/seating arrangements for prior approval. Any variance from this pre-approved list requires written permission from FDOT.

2.1.2.	Overall Maximum Length (excluding help bumpers)	21' 0"
2.1.3	Overall width (dual rear wheel)	96 ¾"
2.1.3.1	Overall Body Width (less DRW fenders)	82 1/4"
2.1.4	Seated Knee Room- Minimum	26"
2.1.5	Cushion Depth - Minimum	16"
2.1.6	Seat Width per Sitting – Minimum	17"
2.1.7	Cushion Height above Floor-Min. [Max.]	17 ½ [18"]
2.1.8	Aisle Width – Minimum	21"
2.1.9	Headroom - Minimum	72 ½"
2.1.10	Door Width – Minimum (clear)	27"
2.1.11	Door Height – Minimum	80"
2.1.12	Overall Height – Maximum range	108"

- 2.1.13 Steps:
- | | |
|--------------------------------|---------|
| Ground to First Step - Maximum | 11 5/8" |
| Riser Height – Maximum | 8" |
| Tread Depth – Minimum | 9 1/4" |
- 2.1.14 The vehicle shall conform in all respects to State of Florida Motor Vehicle laws (including, but not limited to, Chapter 316, Florida Statutes, Safety rules of the Department of Transportation, Chapter 14-90, promulgated under the requirements of Chapter 341, Florida Statutes) and the American with Disabilities Act, Title 49 Code of Federal Regulations, parts 38, Accessibility Specifications for Transportation Vehicles, Subpart B-Buses, Vans and Systems. This vehicle shall also comply with 40 CFR Parts 85 & 86 Air Pollution and Emission Standards for New Vehicles. Compliance with all applicable Federal Motor Vehicle Safety Standards shall also be required. The successful bidder will be required to provide any and all results of testing accomplished under the final rules issued by the Federal Transit Administration, 49 CFR Part 655 Bus Testing Program. The tests include the evaluation of maintainability, reliability, safety, performance, structural integrity, fuel economy and noise. Test will be based on 5 year / 150,000 miles. Proposed vehicles have been tested for 7 years 200,000 mile life cycle.
- 2.1.15 Workmanship throughout the vehicle shall conform to the highest standards of accepted commercial practice and shall result in a neat and finished appearance. The complete vehicle(s) furnished must be of substantial and durable construction in all respects. All sub components must be installed per the component manufacturer's standard mounting/installation instructions. Any deviations must be approved in writing by the manufacturer and FVPP prior to installation.
- 2.1.16 Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. Welds not meeting these standards will be rejected. Rejection will result in the total replacement of sub-floor assemblies and/or cage assemblies. All exterior skin

side welded surfaces shall be ground smooth and be free of unfriendly surfaces as a standard production process. All welds shall be inspected for quality and subject to on line inspection. All welding shall be performed using TIG welding machines utilizing Argon gas. All steel body/floor structure shall be coated with SWT 15W50 rust inhibitor (non-flammable) on ALL structural assemblies.

- 2.1.17 All parts components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All parts shall be primed with zinc primer; this zinc primer shall include the bottom of such steel structures allowing the finished zinc based primer to cover all metal surfaces. The exhaust system and drive line shall be free from zinc primer. The full metal underbelly, between the floor frame and wood floor is exempted if the metal is aluminum or galvanized. The proposer shall certify that it has the equipment necessary to accomplish this task. Any sub-component installed underneath the vehicle shall not be primed.
- 2.1.18 All parts components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All fasteners used in the vehicle are backed by a Certificate of Quality by the manufacturer and have been found to be in accordance with all SAE and ANSI specifications.
- 2.1.19.1 The State of Florida will not allow any cutting of chassis for the purpose of increasing or decreasing the chassis length. This will be verified through serial number checks. The rear overhang, measured from the center of the rear axle to the outer edge of the rear bumper, cannot exceed 1/3 of the overall vehicle length. Rear frame extensions shall be Butt-welded with a continuous weld and shall exceed the requirements of the chassis manufacturer. In addition, the FDOT requires 4" x 12" x 1/4" steel plate. The steel plate shall be welded with a continuous weld around the entire circumference of the plate and bolted. Further, the FDOT will not allow re-certification of the chassis OEM GVWR and GAWR. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted.

- 2.1.19.2 The Chevrolet/GMC 610 CC3500 chassis for the 22 foot bus shall be rated at 12,300 pounds GVWR (subject to change by OEM chassis manufacturer – refer to manufacturer’s certification plate). Chassis quality must meet the requirements of GMC Up-Fitter guidelines. Chassis shall be heavy duty and the as-built, fully loaded completed unit GVW cannot exceed the OEM’s chassis GVWR.
- 2.1.20 All vehicles shall be weighed “as built” before release and manufacturer’s engineering department shall perform a four corner weight analysis on each vehicle that indicates the weight of the vehicle and any attachments, the maximum weight of the occupants (150 pounds per seated position and 250 pounds per wheel chair position), and the weight of a full tank of fuel for GAWR and GVWR evaluation. A copy of the “as built” weight certification, four corner weight analysis and an “as built” floor plan shall be on each vehicle shipped to the FVPP, for the FVPP. The “as built” weight certification shall provide the following information:
- > VIN of the bus
 - > Manufacturer
 - > Body Serial Number
 - > A description (type) of the bus
 - > Date
 - > The number of ambulatory passenger capacity including driver
 - > The number of wheelchair positions
 - > Four wheel weight distribution of the actual completed weight of the bus including all attachments
 - > Four wheel weight distribution of the weight of the ambulatory passengers including driver
 - > Four wheel weight distribution of the weight of the wheelchairs
 - > Four wheel weight distribution of the weight of the Fuel
 - > Four wheel weight distribution of the total weight of the vehicle
 - > Weight analysis must have signature and title of person submitting it

In addition to the manufacturer's weight calculations and documents, FVPP will require that the manufacturer's complete and submit weight calculations on FVPP Form #FVPP-08-SC. The FVPP will perform random four wheel weight analysis at the Springhill Inspection, Testing & Research Facility in Tallahassee. The total weight at each wheel must not exceed 50% of the GAWR for that axle and GVWR must not be exceeded. Any bus that exceeds either condition will be rejected.

2.1.21 Manufacturer shall supply a copy of a detailed quality control program. The program shall address at a minimum issues concerning capacity and how quality assurance is provided through each phase of construction. Manufacturer will be required to submit weekly reports which track the progress of vehicles through the procurement / production process from receipt of order through delivery and acceptance of the vehicle by the agency. This shall be coordinated with the local dealer's report and must be submitted on a timely basis.

2.1.22 Manufacturer shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- *1. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants.
- *2. Check all fluid levels to insure proper fill.
- *3. Adjustment of engine for proper operating condition.
- *4. Inflate tires to proper pressure.
- *5. Check to insure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features.
- *6. Cleaning of vehicle, and removal of all unnecessary stickers.

- *8. Full front-end alignment conducted by a professional alignment shop equipped with the machines, heavy equipment and experience to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment is to be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with fully adjustable front end components installed to allow alignment in the field without replacing any components.
- *9. Focusing of headlights utilizing a machine designed for this purpose.

2.1.23 Manufacturer certifies that it:

- *1. Has in operation or has the capacity to have in operation, a manufacturing plant.
- *2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities.
- *3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
- *4. Has in operation a comprehensive detailed in-plant quality assurance program that examines at a minimum; body construction, sub-floor construction, flooring, electrical, air conditioning, seating, and safety equipment. As part of this program each phase, department, step, or station, of the manufacturing process must have a detailed quality control procedure. These procedures shall describe the inspection process for each department, step, or station and shall have a corresponding checklist used by the line employee responsible for quality control. This procedure shall cover quality, function, specification compliance, and any

applicable industry standard that exist for that designated part of the manufacturing process. Each phase, department, step, or station quality control inspection must take place prior to the vehicle being advanced to the next phase of the production line. This procedure shall include a final inspection and road test and each vehicle must pass all inspections prior to deliver. A copy of the checklist must accompany each bus as it moves from each phase, department, step, or station and shall be included with the bus at delivery. An on-staff Quality Assurance Director performs on-line and completed vehicle random audits that are recorded and discussed at regular quality meetings, holding production staff accountable for overall vehicle quality. Quality Assurance Program documented as part of Uplifter Guide Certification, or approved equal. Production processes inspected by on-line inspector qualified for this task in several production locations. In addition, a copy of the build order shall be included with each vehicle.=

2.1.24 Dealer will be required to submit weekly reports which track the progress of vehicles through the procurement / production process from receipt of order through delivery and acceptance of the vehicle by the agency. This report shall be coordinated with the local manufacturer's report and must be submitted the first workday following the previous workweek. Dealer shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- *1. Correct/repair all deficiencies noted in the FVPP inspection of each vehicle at its Springhill Bus Inspection and Research/testing facility in Tallahassee.
- *2. Check all fluid levels to insure proper fill levels.
- *3. Adjustment of engine for proper operating condition.
- *4. Inflate tires to proper pressure.
- *5. Check to insure proper operation of all accessories,

gauges, lights, and mechanical and hydraulic features.

- *6. Cleaning of vehicle, and removal of all unnecessary stickers.

2.2.0 ENGINE

- 2.2.1 Standard engine to be provided is Chevrolet gasoline 6.0L V-8 SFI Vortec, 300 HP @ 4400 RPM, 360 lb.-ft. of torque @4000 RPM.
- 2.2.2 Optional diesel engine to be provided is Chevrolet 6.6L Duramax V-8 Turbo, 250 HP @ 3200 RPM, 460 lb.-ft. of torque @1600 RPM.
- 2.2.3 Chevrolet does not currently offer a hybrid electric drive for their 610/3500 cutaway chassis. Chevrolet also no longer offers alternative fuel engines, it is their contention that their new engines, both gas and diesel, burn as cleanly as any alternative fuel. Both engines can burn BIO grade fuels. During the term of this contract, the FVPP will reserve the right to accept a hybrid drive-train when offered by Glaval Bus.

2.3.0 COOLING SYSTEM

- 2.3.1 Must be adequate to prevent engine overheating while operating in stop and go transit operation in ambient temperatures as high as 110 degrees Fahrenheit.
- 2.3.2 Radiator fan will be thermostatically controlled electrically driven fan operation as to be effectively power driven only above the minimum efficient engine temperature.
- 2.3.3 Coolant provided shall be permanent type antifreeze with rust inhibitor, mixed as 50 /50 water and coolant.
- 2.3.4 The FDOT will accept the OEM heater hose in engine compartment. Silicone hose with constant torque clamps shall

be installed between the OEM tee connection and the auxiliary heater. All heater hose shall be routed below floor level to ensure passenger safety. Auxiliary heater fluid shut-off valves shall be included as standard equipment. Electrically actuated vacuum shut-off valves are included as standard equipment for all vehicles.

2.4.0 FUEL TANK

2.4.1 Fuel tank shall be located in a protected area under the vehicle floor and shall be the largest capacity offered by the OEM chassis supplier. The FDOT will accept OEM standard offering, meeting all federal requirements.

2.5.0 EXHAUST SYSTEM

2.5.1 The vehicle shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements. Heavy-duty exhaust hangers shall be standard equipment and shall be bolted to the frame. All hanger U-bolt thread orientation must be directed sideways. All altered exhaust joints shall be welded with a continuous weld. Aluminized steel exhaust tubing will be utilized for exhaust modifications.

2.5.2 The tailpipe for gasoline engine shall terminate behind the left rear wheel and shall be deflected down toward the street. Diesel engine, to meet the 2007 EPA emissions requirements, utilizes an exhaust "diffuser" at the termination of the exhaust system, which precludes directing the exhaust towards the pavement.

2.5.3 Exhaust shall be securely attached to the chassis frame.

2.5.4 Galvanized heat shielding shall run between the exhaust and the floor of the vehicle, this shield at a minimum shall meet OEM Up-Fitter Guide requirements.

2.6.0 ENGINE AIR CLEANER

2.6.1 Shall be dry, replacement unit, type and make to meet the engine manufacturer's recommendation.

2.7.0 ENGINE OIL SYSTEM

2.7.1 The engine shall be equipped with a full flow, spin-on type oil filter. The dipstick and oil filler shall be in a readily accessible location and shall not be obstructed by any wiring or hoses for easy quick access. The engine shall be equipped with an air-to-oil type oil cooler or water-to-oil type oil cooler.

2.8.0 TRANSMISSION

2.8.1 Heavy-duty, minimum 4-speed, automatic, overdrive transmission, with tow/haul mode, and the most extreme duty cycle available from OEM, compatible with the engine specified, is standard. Gross input power, gross input torque and rated input speed shall be compatible with the engine specified.

2.8.2 The transmission shall be equipped with an electronic transmission governor, adequate torque capacity clutch packs, oil pump with minimum capacity to supply all transmission lube and shift requirements at idle speed, and internal air-to-oil cooler capable of maintaining a safe operating temperature at rated loads. The dipstick and filler shall be readily accessible location and shall not be obstructed by any wiring or hoses for easy and quick access.

2.8.3 The transmission shift control shall be interlocked with the starter motor to prevent the engagement of the starter in any gear other than "Neutral" or "Park."

2.8.4 Transmission shift control shall have a position lock shift lever for each shift position with an illuminated range indicator.

2.9.0 DRIVE SHAFT

- 2.9.1 Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels.
- 2.9.2 The drive shaft shall be a minimum of 3 inches and heavy-duty type utilizing one or more Spicer needle bearing universal joints or equivalent.
- 2.9.3 Protective metal guards for the shaft shall be provided at each drive line joint to prevent a broken shaft from touching the ground, contacting any brake line, or whipping through the floor. The drive shaft guards shall conform to 49 CFR. Two guards will be provided, one just aft of the front universal joint, the second just forward of the rear universal joint.

2.10.0 AXLES

2.10.1 Front

- 2.10.1.1 Front axle shall be manufacturer's standard. It must be load rated for the GVWR of the size bus involved.
- 2.10.1.2 Coil springs shall be provided in front. Springs shall be progressive type to give an acceptable ride under various load conditions.
- 2.10.1.3 A front stabilizer bar shall be provided as standard with unit.
- 2.10.1.4 Shock Absorbers shall be heavy-duty and load rated, capable of controlling the ride when the vehicle is empty, as well as when loaded to the GVWR.

2.10.2 Rear

- 2.10.2.1 A Mor-ryde rear suspension system will be standard equipment on all vehicles provided in this procurement, both for ride enhancement and prevention of vehicle "listing". OEM standard shocks and leaf springs shall be provided.

2.11.0 BRAKES

- 2.11.1 Service brakes shall be dual hydraulic, disc front and rear. Braking system shall be heaviest duty available for the GVWR of the vehicle. Four (4) wheel anti-lock system will be provided.
- 2.11.2 Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 miles per hour. They must be capable of this type of stop 3 times in a rapid succession from a speed of 20 miles per hour without brake fade.
- 2.11.3 Braking system shall comply with FMVSS-105 as applicable.
- 2.11.4 The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline and meet the FDOT Emergency/Park Brake Procedure Test (Exhibit 3). The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is on. The FDOT will accept the standard OEM.
- 2.11.5 The controls for the wheel chair lift shall be interlocked with the vehicle parking brake system and transmission to ensure the vehicle cannot be moved when the lift doors are open. The interlock must meet ADA Title 49 Lift Interlock requirements and be FMVSS 403-404 compliant.
- 2.11.6 The interlock system will be a solid state, microprocessor-controlled unit that utilizes "Plug and Play" connections to the chassis, incorporating intermittent fault filter technology to eliminate false signals from activating the system, and have a dash mounted LED to display sub-system status. The system shall be an ILIS system manufactured by Intermotive.

2.12.0 STEERING

- 2.12.1 Manufacturer's standard hydraulic power steering of integral design shall be provided.

- 2.12.2 The steering wheel shall be OEM standard.
- 2.12.3 Steering wheel shall incorporate cruise control and a tilt feature to adjust to individual drivers.

2.13.0 TIRES AND WHEELS

- 2.13.1 Tires will be LT 225-70R16 E fully steel belted tubeless radial. Wheels shall be 6-16" x 6.5" heavy-duty, ventilated, and pressed steel. A spare tire, mounted on its wheel assembly, shall be provided and shipped loose with each vehicle. The weight distribution of the bus with maximum load shall not load the tires beyond their rated capacity.

2.14.0 ELECTRICAL

- 2.14.1 The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift, 4-way flashers, air conditioning or heater, and other accessories in constant operation). The entire electrical system, shall comply with CFR 49 sections 393.29, 393.30, 393.31, 393.32, and 393.33 respectively.
- 2.14.2 The vehicle will be equipped with an American Power Systems model # 66GMCS6-FS internally rectified belt driven alternator capable of producing output at engine idle that exceeds the total amperage draw with all systems (excluding the wheelchair lift) functioning. Alternator must be capable of producing this level of output with alternator surface temperatures up to 220 degrees Fahrenheit. Manufacturer has included documentation of total amperage draw as a component of this contract. The manufacturer shall provide a permanent label under the hood stating brand, model number, serial number and alternator output. The OEM alternator output cable to the OEM power supply box must be retained and a separate second stage cable

shall be installed ensuring even voltage distribution between the two sets of circuits. If an alternator is equipped with a separate rectifier bridge or an external regulator, the rectifier and or regulator shall be mounted inside cab of the vehicle. The alternator proposed must meet or exceed the alternator manufacturer performance standards and the FVPP Alternator Output Test (Exhibit 4).

- 2.14.3 The vehicle shall have dual OEM batteries located in a readily accessible area on a pullout stainless steel tray under the body. = Access door shall be non-locking latch type. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use ONLY".
- 2.14.4 A fast idle system shall be installed which will automatically increase the engine speed (RPM) to approximately 1200 RPM. The fast idle shall be Inter-motive Advanced Fast Idle Systems (AFIS) system included in the Gateway Module capable of being actuated either by hand, a voltage sensor, an air conditioner command, or a low coolant temperature command. This fast speed idle shall engage only when the vehicle is in Park and the parking brake applied.
- 2.14.5 Heavy-duty, dual 12-volt horns shall be furnished and installed so as to be protected from wheel wash.
- 2.14.6 The manufacturer shall provide a reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device, but emitting at least 7dbb (A) plus or minus 4db with a supply of 14 volts. Conformity to the environmental test stipulated by the SAE shall not be required.
- 2.14.7 The vehicle shall be equipped with an Inter-motive Merlin Multiplex System, programmed by Inter-motive certified technicians. It shall consist of a common control network that utilizes twisted-pair wires, provides diagnostic capabilities and real-time chassis data when used with an InterMotive Gateway AI system. It must be capable of communicating with the chassis and utilize the data as a condition set for load activation.

2.15.0 WIRING

- 2.15.1 All general purpose wires shall be vinyl insulated to 200 degrees Fahrenheit, shall meet SAE standards, and shall be color coded and number coded at least every eighteen (18) inches and permanently labeled to identify their function. Battery cables shall be 2/0 gauge cables with minimum of 0.075" wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All wiring shall be run inside the body in a protected area. All wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. When routing wiring under vehicle all wiring shall be encased in a loom and attached to the sub-floor with rubber or plastic coated P-clamps every 12 inches and shall not be bundled with hoses. The harness shall run in straight lines as close to the chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails. All multi-pin connectors with 12 or more conductors shall be environmentally sealed metal connectors with a twist lock mechanism. All connectors with 3 to 12 circuits that are under the hood and/or under the vehicle shall be environmentally sealed high impact plastic connectors with pull apart locking tabs. All connections containing one to two circuits shall be made with Posi-Lock connectors. **NO BUTT CONNECTORS WILL BE ALLOWED.** Vehicle shall contain professionally built harnesses using color and number coded high temperature wire. Entire harness system and mating electrical components are plug-connected with lock tab connectors; all terminals are machine crimped; all harnesses shall be covered in high temp conduit and all exterior under body/under hood connectors are Weather-Pak connectors. Each vehicle will be delivered with a set of detailed system-by-system "as-built" wiring schematics specific to that bus, standard wiring schematics shall be included as an attachment to any proposal. Proposer shall provide wiring schematics for all sub-components installed on proposed

vehicle. Any solder joints must be pre-approved by FDOT. All wiring must be altered to accommodate the proposed multiplex system, supported by documentation and revised "as built" wiring schematic shall also be provided.

- 2.15.2 All fuses and relays (other than chassis OEM) will be placed in a solid-state circuit box, located on the wall over the driver's door. The panel is accessed through a vented door which is secured with a quarter-turn latch. All vehicles provided shall include the Merlin System load center and driver control panel. System is located inside easily accessible electrical compartment. Connection to OEM electrical system shall be accomplished through connectors supplied by the chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit box door that displays circuit fusing and identification information.
- 2.15.3 Additional wiring shall be installed for future installation purposes of transit system electronic components such as a two-way radio, etc., as requested by individual agencies, and reflected on the Selection Order Form. Circuits shall consist of one fused positive lead and one negative lead. Positive circuit shall have power only when the ignition switch is in the *ON* or *ACCESSORY* position. Each Agency shall have the choice of: (1) positive circuit that shall have power only when the ignition switch is in the *ON* or *ACCESSORY* position or; (2) positive circuit shall have power at all times. Conduit for transit system component antennae cable will be provided, with pull string.
- 2.15.4 The first bus produced will be considered the 'prototype.' After inspection of this vehicle, the FVPP reserves the right to mandate changes to the electrical system wiring and related components.

2.16.0 FDOT CRASH AND SAFETY TESTING STANDARDS

Information on approval requirements on these standards can be found in Exhibit 5.

Bus manufacturers must provide FDOT with written documentation verifying and clearly showing that their bus design and construction methods have been tested and fully comply with the FDOT Crash and Safety Standards. All

documentation must be provided to FDOT within twenty-four (24) months after award of contract.

- 2.16.1 The vehicle body shall be constructed of 1 ½" x 1 ½" 18 gauge Flow Coat tubing for side wall and roof bows; longitudinal stringer above window is 1 ½" x 2" 14 g tubing; longitudinal stringer below window is 1 ½" x 2" x 1 ½" 16 ga "C" channel; wheelchair door opening surrounds are 1 ½" x 1 ½" x 14 ga tubing; emergency hatch opening is framed with 1 ½" x 1 ½" 16 ga tubing; a/c evaporator supports are 1" x 6" x 1" 11 ga "C" channels. The sidewall frames are stitch welded to the roof frames, 1 ½" welds every 6", and likewise welded to the floor frame, additionally, the sidewall is bolted to the floor frame with 3/8 16 grade 8 bolts, with 4 curbside and 4 roadside. The windows are framed by the 1 ½" x 1 ½" 16 ga vertical tubes on each side, by the 1 ½" x 2" 14 ga tubing on top and the bottom, and the 1 ½" x 2" x 1 ½" 16 ga "C" channel on the bottom. 12 ga galvanized unistrut welded the full length of each side of the side frame wall and diagonal 1 ½" x 2" x 1 ½" 16 ga "C" channels beneath each window opening provide additional strength. Corner radii are 20 ga 4" welded to the frames, window framing is welded inside and out, and on 4 sides where practicable.
- 2.16.2 The completed body meets the requirements of FMVSS-220 and FMVSS-221.
- 2.16.3 All joints shall be caulked and sealed at the time of construction to produce water and dust tight seal. In addition to the Federal Motor Vehicle Safety Standards (FMVSS) or the Advanced Design Bus (ADB) Crash Worthiness Test requirements, the manufacturer shall also meet all applicable State of Florida Regulations in effect at the time of manufacture.
- 2.16.4 All dimensions, positioning of components, clearances, etc., shall be based on average adult passengers.
- 2.16.5 If applicable, the mounting of the body on the vehicle shall have as a minimum, the integrity of a school bus body mounting. Any sound deadening or cushioning material between the body and the chassis must be designed and installed in such a way as to present the failure of such material creating a safety hazard.

- 2.16.6 All interior and exterior fiberglass reinforced plastic panels and assemblies shall meet the flammability protection requirement of FMVSS-302.

2.17.0 FDOT PREFERRED FLOOR

- 2.17.1 The entire floor shall be supported by a full jig-welded steel sub-floor, under structure, welded on all sides at ends and corners. The floor structure will be constructed of 2" x 2" 13 gauge Flow Coat galvanized cross members on 24" centers. A galvanized longitudinal hat channel shall run entire length of floor welded to cross members. When welding perimeter tubing and cross sections **all tubing shall be welded on all four sides** in accordance to ASTM standards. The final product shall be a perfectly flat sub-floor base. All body assemblies shall be fixture welded and checked for accuracy.
- 2.17.2 A full metal sub-floor shall be securely attached to the cab section and bolted to the chassis frame. Welding of any floor under-structure members to the chassis will not be acceptable. A full length single piece 20 ga galvanized steel under belly shall be installed between the metal floor structure and the wood floor.
- 2.17.3 Minimum 19/32 (nominal 5/8) inch thick, fire-retardant Advantech type flooring shall be glued and screwed onto the steel sub-floor. Floor adhesive shall be heavy-duty construction grade exterior adhesive.
- 2.17.4 The entire body frame under structure of the vehicle shall be totally galvanized structure. Any sub-component installed underneath the vehicle shall not be primed. Manufacturer shall provide a list of all components to be installed under the vehicle.

2.18.0 WHEEL HOUSINGS

- 2.18.1 Rear wheel housing shall be constructed of 14 gauge galvanized (minimum) one-piece steel constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires under load and operating on both

smooth and rough terrain. All steel shall be treated for corrosion resistance, using SWT 15W50 emulsion primer. In the event that tires extend beyond side of the vehicle, splash aprons and fenders shall be provided. Front wheel housings are to be provided with the chassis cab section.

2.19.0 STEPS

- 2.19.1 FDOT preferred step and step well construction shall be of one-piece galvanized steel construction. Step well is to be constructed **of** 11 ga galvanized steel and adequately reinforced to prevent deflection or buckling under the weight of a 350 pound passenger. All steel shall be treated for corrosion resistance. All step edges shall have a band of yellow running the full width of the step or edge that contrasts from the step tread and riser. There shall be no lip or overhang, on the edge where the riser meets the tread, which would create a "toe catching" or tripping condition. Step well is to have two (2) or more steps; riser height is 8 5/8".

2.20.0 DOORS

- 2.20.1 Vehicles shall be equipped with aluminum or steel tube framed entry / exit door. The door shall be a two-leaf or bi-fold outward opening door. Clear door opening width shall be a minimum of 29 inches with a minimum height of 76 inches measured from the first step to the door header. The entry door is framed with 14 ga sheet steel welded to 1½" x 1½" 14 ga tubing. The top of the entry door is 14 ga sheet welded to the vertical components and the roof cage. The door operator is secured to the top of the header on the 14 ga sheet. All 14 ga sheets have a 90 degree break to provide additional strength.
- 2.20.2 All entry doors shall utilize long-life friction reducing materials and/or methods at upper and lower door-leaf pivot points. All door header linkages and rotation points shall incorporate similar long-life friction reducing materials/methods in their construction. Contractor utilizes stainless steel pivot pins and Teflon bushing blocks.

- 2.20.3 The passenger entry door shall be located directly across from the driver at a 90 degree angle for maximum viewing of the entry way. Contractor utilizes a full length single pane glass in each door leaf. The alternative body style features a door-in-body design, retaining the OEM passenger door. The standard body style will comply with door adjacent to driver and each style will comply with ANSI z.26.1
- 2.20.4 The entry door shall be fully encompassed by an integrally welded steel door surround. The complete door surround and header shall be a minimum 14 gauge steel and will incorporate the step well, and be installed in the body as a single unit. Manufacturer shall provide with bid package a detailed description of the method of attachment of door surround to the body cage. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, and dust around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, dust, around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors.
- 2.20.5 The passenger entry door shall function through the use of an electric door operator utilizing the Intermotive Merlin system (see 2.14.7). This door operator shall be modular in design for easy installation and reliable performance. The door operator shall develop sufficient force to close the doors and keep closed during normal operation, while at the same time provide slam free operation. The electric operated device shall consist of an electric motor and gear assembly which is designed to prevent back drive in either the open or closed direction. Full rotation of the teeter lever shall be 150 degrees so that maximum door panel force in the fully closed and fully opened position resulting in firm panel positioning. The mid-cycle produces the lowest closing force. The door operator shall have an adjustment which will allow both the builder and/or the end user to correct door panel timing. The door operator shall either open or close the door in approximately 2.5 seconds. It shall also have a manual door release, identified for emergency use that is easily operated

and will allow the doors to be manually opened. Each Agency shall have the choice of: (1) the door operator shall not open until the transmission lever is placed in *PARK* and the transmission lever cannot be moved from *PARK* with the door opened; or (2) the door operator will actuate unrelated to the position of the transmission lever. The door operator switch shall be located in easy and convenient reach of the bus operator.

2.21.0 EMERGENCY EXIT

- 2.21.1 Hinge-out windows shall be installed for emergency escape. Emergency escape windows will comply with FMVSS-217.
- 2.21.2 A rear emergency door with upper and lower windows shall be installed and shall be clearly marked as an "Emergency Exit" or "Emergency Door." Manufacturer shall provide with the bid package a detailed description of the method of attachment of door surround to the body cage. The emergency door shall be equipped with an audible alarm and light indicating to the driver, should the door become ajar or opened while the engine is running. In all seating arrangements a 12 inch wide (minimum) unobstructed aisle shall be provided leading to the emergency door. A spring type, not cylinder, mechanism for opening and closing the door shall be installed. These springs shall be capable of holding the door in the fully open position. The rear door is framed by 1½" x 1½" 14 ga tubing on each side, on the top with 1½" x 2" 14 ga tubing, and on the bottom with a 16 ga "z" section, all components welded on 4 sides where practicable.
- 2.21.3 The engine shall only start when the rear emergency door is unlocked and closed. An audible alert capable of 95 db(A) shall be produced any time the emergency door is open and the ignition is on. The controller to accomplish this feature shall be a fully automatic, solid-state unit with plug-and-play connections to the vehicle harness. The controller shall be the InterMotive Rear Door Module Part No. RDM501.
- 2.21.4 Emergency escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS-217 requirements and will not return to the locked position automatically; it shall require the driver or other authorized

person to manually re-lock it. All emergency exits will comply with F.A.C. 14-90.

2.21.5 Each emergency exit shall be identified with a 12 volt red LED lamp assembly wired to the vehicle ignition circuit. This system, along with window signage, shall provide passengers with a clear identification of exit routes.

2.21.6 For standardization purposes all vehicles shall be equipped with a Specialty Manufacturing Pro Lo roof hatch that is equipped with both an internal and external operating handle. Hatch shall open from rear toward the front.

2.22.0 SASH AND GLASS

2.22.1 Side sash shall be T-slider type. The sash shall be equipped with latches. Sash shall not slide (open or close) upon brake application. Side sash and rear glass may be either laminated safety glass or tempered safety glass. Glass in the driver's area, (from the rear of the driver's sash on the left side around front end to the rear edge of the entrance door) shall be laminated safety float glass. All glass shall be tinted, density as follows:

- Side sash glassdouble density*
- Rear end glassdouble density*
- Windshield glasssingle density
- Driver's window glasssingle density
- Right side glass opposite
- Driversingle density (if applicable)
- Entrance door glasssingle density
- Tinting color shall
- be smoke (gray)single density

****NOTE: Maximum tinting shall be 31% light transmittance.***

2.22.2 The use of transit quality, scratch resistant plastic glazing material is acceptable in side windows and rear end windows; excluding windshield and driver's windows. Glazing material shall be in accordance with the latest version of ANSI - Z26.1, Safety Code for Safety Glazing Materials for Glazing Motor

Vehicles Operating on Land Highways. Glass must be AS-2 tempered. Glass grade shall be visible on each window pane.

- 2.22.3 The street-side (left) rear most window will be fixed, not allowing the window to be opened. This is to keep exhaust fumes from entering the bus.

2.23.0 LIGHTS

2.23.1 EXTERIOR

- 2.23.1.1 Exterior headlights shall be standard OEM.
- 2.23.1.2 Shall be the manufacturer's standard, in compliance with FMVSS and State of Florida requirements.
- 2.23.1.3 Directional signals shall be in compliance with FMVSS and State of Florida statutes. Control switch shall be self-canceling type mounted on the steering column and shall include a hazard-warning feature as required by FMVSS – 108.
- 2.23.1.4 Tail brake, and rear turn lights shall be LED and shall be Peterson Manufacturing Model 417. Body marker and clearance lights shall be LED Peterson Mfg. Model 167 (PC rated). Mid-ship turn/clearance lights shall be Peterson Model 353. Tag lamp shall be LED Peterson Mfg. Model 153 and back up lamps shall be LED Peterson Mfg. Model 417. For the alternative body style, front marker lights will be Trucklite # 33250Y.

2.23.2 INTERIOR

- 2.23.2.1 Vehicles shall incorporate side and/or center ceiling mounted LED interior strip lighting manufactured by SoundOff. OEM lighting will be retained in the wheelchair lift arms.
- 2.23.2.2 The number of lights and their light output shall be determined by providing a minimum average of 15 foot-candles illumination on a 1 square foot plane at an angle of 45 degrees from horizontal, centered 33 inches above the floor and 24 inches in front of the seat back at each seat position. Floor surface in the aisles shall be a minimum of 10

foot-candles. For interior floor, seat and aisles the light fixture must maintain constant light output over a 12 – 28 volt range. Each light fixture must have an integral power driver to maintain proper current and voltage to the fixtures. There shall be a shielded step well light, wired to light when the door opens and shall be mounted to provide light on each step tread, plus an area on the ground three (3) feet beyond the lower step. The Step well light shall be located to prevent one step from casting a shadow on another step tread. Step, entry, and lift lighting will be LED systems.

- 2.23.2.3 Vestibule area shall be illuminated to a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed. The front entrance area and curb lights shall illuminate when the front door is open and the exterior light switch is in the “Lights” position. Rear exit area and curb lights shall illuminate when rear door is unlocked. Vestibule area, front entrance area and curb lights shall be LED systems.
- 2.23.2.4 Instrument panel and switch panel shall be indirectly lighted in a way as to prevent casting a glare on the windshield. All light sources shall be located to minimize windshield glare when the bus is in motion, with distribution of the light focused primarily on the passengers’ reading plane.
- 2.23.2.5 Light fixtures shall utilize an integral harness and weatherproof connector to inhibit water and dirt intrusion yet allow for easy removal and service. Lens material shall be polycarbonate.

2.24.0 REFLECTORS

- 2.24.1 Reflectors shall be size, type color and location required to comply with the requirements of both FMVSS - 108 and the regulations established by the State of Florida.

2.25.0 SEATS

- 2.25.1 Freedman Seating is the approved seating supplier for this proposal. All seats shall have integrated 3-point belts (lap and shoulder) that meet or exceed FMVSS 208, 209, and 302.

- 2.25.2 Seating shall be mid-back individually bucketed seats that provide head and neck support. Seats shall have contoured molded foam with seat and back bolster that provide ergonomic comfort and lower lumbar support.
- 2.25.3 Seating must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 207/210 (seat belt anchorage) and FMVSS 225 (LATCH/child restraint seating).
- 2.25.4 Upholstery material shall be CMI 32 oz vinyl with water and mildew resistant, antimicrobial and antibacterial properties. Colors are shown in Exhibit A, Part 1.
- 2.25.5 To prevent foot room interference from wheel housings, the seats over wheel housing may be mounted longitudinally. Minimum knee room in transverse mounted seats shall be 26 inches.
- 2.25.6 Seat belts shall meet or exceed FMVSS 209. All Seat belts must be conveniently located and be at least 104 inches long (center of retractor to end of the anchor). They must be user friendly, easy to operate, lightweight, and durable. All seat belt retractors must be permanently mounted inside the seat. Webbing must pull out a minimum of 70 inches from the shoulder bezel in order to fit a 95th percentile male.
- 2.25.7 Three (3)-point seat belts shall be automotive style (ELR – Emergency Locking Retractors) with both inertia sensitive and positions sensitive locking features. When fully extended, the belts shall be able to switch to ALR (Automatically Locking Retractor) type in order to be able to secure older model (non-LATCH compatible) child car seats.
- 2.25.8 The shoulder belts for each passenger shall restrain the shoulder closest to the wall.
- 2.25.9 Seats that require LATCH/child restraint hooks must meet FMVSS 225. Seats must look identical in appearance to other non-FMVSS 225 seats in the vehicle.
- 2.25.10 All seats shall have top mounted anti-vandal grab handles. Grab handles shall be injection molded nylon and installed

- with tamper resistant hardware bolted directly to the metal seat frame structure.
- 2.25.11 All seat frames shall be attached to the vehicle by the use of mounted tracks that are welded to the floor frame and wall frame of steel safety cage.
- 2.25.12 All welded joints of the seat frame and belt assemblies shall meet or exceed FMVSS 209 (performance & strength), and FMVSS 210 (seat belt mounting certification). The passenger seats, frames and seat belts should operate as a complete system.
- 2.25.13 All metal parts and surfaces shall be chemical cleaned, iron phosphated, electrostatically painted black and baked to provide a rugged, long lasting, rust and corrosion resistant finish.
- 2.25.14 All seat frames must be high quality heavy duty tube, jig welded, and utilize a heavy duty wire mesh grid for seat support. The back rest must have steel straps for back support; plastic straps are not acceptable.
- 2.25.15 All seats must include a backrest designed to improve hip-to-knee room.
- 2.25.16 All cushions must be molded polyurethane to ensure maximum individual passenger comfort and durability.
- 2.25.17 All seats must be removable from the base frame.
- 2.25.18 All upholstery must use plastic extruded "J" clips to fasten the cover to the frame. No special tools must be required to remove or replace covers. Seat back cover shall be easily removable in order to provide easy access for seat belt maintenance without having to remove the seat from the base frame.
- 2.25.19 All seats must have a piece of automotive chipboard inserted between the outside back and the seat frame to insulate the passenger from the knees of the passenger behind him / her.

2.26.0 FOLD-AWAY SEATS

- 2.26.1 Forward facing seating must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 210 seat belt certification test. Seating shall be bench style notch back seats that provide head and neck support. Seats shall have contoured back foam with side bolsters that provide ergonomic comfort and lower lumbar support.
- 2.26.2 Seat belts shall meet or exceed FMVSS 209. All seat belts must be conveniently located and be at least 104 inches long (center of retractor to end of the anchor). They must be user friendly, easy to operate, lightweight, and durable. All seat belt retractors must be permanently mounted inside the seat. Webbing must pull out a minimum of 66 inches from the shoulder bezel in order to fit a 95th percentile male.
- 2.26.3 Three (3)-point seat belts shall be automotive style (ELR – Emergency Locking Retractors) with both inertia sensitive and positions sensitive locking features. When fully extended, the belts shall be able to switch to ALR (Automatically Locking Retractor) type in order to be able to secure older model (non-LATCH compatible) child car seats.
- 2.26.4 The shoulder belts for each passenger shall restrain the shoulder closest to the wall.
- 2.26.5 Seats that require LATCH/child restraint hooks must meet FMVSS 225. Seats must look identical in appearance to other non-FMVSS 225 seats in the vehicle.
- 2.26.6 The seat must be cantilevered and must not require an aisle leg or tether for support.
- 2.26.7 The foldaway seat must require no more than three (3) operations to either store or deploy. All hooks, locks and handles must secure in a positive fashion. Cable release mechanisms are not permitted.
- 2.26.8 All foldaway seats shall have top mounted anti-vandal grab handles. Grab handles shall be injection molded nylon and installed with tamper resistant hardware bolted directly to the metal seat frame structure. Proposer must specify any

adjustments to seat mounted grab bars to accommodate foldaway seating.

- 2.26.9 All seat frames must use high quality heavy duty tube; jig welded, and utilizes a heavy duty wire mesh grid for seat foam support. The seat back must have steel straps that support the back foam. Using plastic straps for back support is not acceptable.
- 2.26.10 Seat upholstery must use plastic extruded "J" clips to fasten the cover to the frame. No special tools must be required to remove or replace covers. Seat back cover shall be secured at the bottom with industrial Velcro and easily removable in order to provide easy access for seat belt maintenance.
- 2.26.11 All seats must have a piece of automotive chipboard inserted between the outside back and the seat frame to insulate the passenger from the knees of the passenger behind him / her.
- 2.26.12 Fold-away seats shall have a fixed panel on bottom side of seat to prevent passenger contact with springs or sharp edges.

2.27.0 FLIP SEATS

- 2.27.1 Seating must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 210 seat belt certification test
- 2.27.2 Seating shall be mid back individually bucketed seats that provide head and neck support. Seats shall have contoured molded foam with seat and back bolsters that provide ergonomic comfort and lower lumbar support. Seat bottoms shall have a protective cover to shield access when the seat is in the folded up position.
- 2.27.3 All seat belts must be conveniently located and be at least 104 inches long (center of retractor to end of the anchor). They must be user friendly, easy to operate, lightweight, and durable. All seat belt retractors must be permanently mounted inside the seat. Webbing must pull out a minimum of 70 inches from the shoulder bezel in order to fit a 95th percentile male.

- 2.27.4 Three (3)-point seat belts shall be automotive style (ELR – Emergency Locking Retractors) with both inertia sensitive and positions sensitive locking features. When fully extended, the belts shall be able to switch to ALR (Automatically Locking Retractor) type in order to be able to secure older model (non-LATCH compatible) child car seats.
- 2.27.5 The shoulder belts for each passenger shall restrain the shoulder closest to the wall.
- 2.27.6 Seats that require LATCH/child restraint hooks must meet FMVSS 225. Seats must look identical in appearance to other non-FMVSS 225 seats in the vehicle.
- 2.27.7 All seats shall have top mounted anti-vandal grab handles. Grab handles shall be injection molded nylon and installed with tamper resistant hardware bolted directly to the metal seat frame structure.
- 2.27.8 All flip seats must lock firmly in the up and down position. The release handle shall be easy to operate and use a cam lock that is secured with bolts and welds. “E” clips are not permitted.
- 2.27.9 The operation of the flip seat will be performed by pulling a handle to release the lockup or lock down mechanism. There must be no spring action. Double seats must move up and down as a single unit.
- 2.27.10 All flip seats must match the visual and functional design of the other non-flip seats in the bus.
- 2.27.11 All seat belts must be attached directly to the seat frame and the anchorage must meet FMVSS 210. Seat belts shall meet or exceed FMVSS 209. All seat belts must be user friendly, easy to operate, lightweight, and durable.
- 2.27.12 All seat frames must use high quality heavy duty tube; jig welded, and utilize a heavy duty wire mesh grid for seat foam support. The seat back must have steel straps that support the back foam. Using plastic straps for back support is not acceptable.

- 2.27.13 All seats frames must be attached to the vehicle by the use of floor and wall mounted tracks. Each set shall be secured; using seat manufacturer's written installations and approved hardware.
- 2.27.14 All exposed metal parts and surfaces shall be chemical cleaned, iron phosphate application, black electrostatic paint application and baked to provide a rugged, long lasting, rust and corrosion resistant finish.
- 2.27.15 All seat frames must be made from minimum 1 inch diameter x 16 gauge (heavy duty) steel tube that meets ASTM A513 (high quality steel). The steel structures must be jig welded, and utilize a heavy duty wire mesh grid for seat support. The back rest must have steel straps for back support; plastic strips are not acceptable.
- 2.27.16 All seats must include a backrest designed to improve hip-to-knee room.
- 2.27.17 All cushions must be high quality polyurethane to ensure maximum individual passenger comfort and durability.
- 2.27.18 All upholstery must use plastic extruded "J" clips to fasten the cover to the frame. No special tools must be required to remove or replace covers. Seat back cover shall be easily removable in order to provide easy access for seat belt maintenance without having to remove the seat from the base frame.
- 2.27.19 The bottom of the flip seat shall be ABS plastic in order to protect the seats and shall have an integrated handhold that facilitates stowing the seat.
- 2.27.20 All seats must have a piece of automotive chipboard inserted between the outside back and the seat frame to insulate the passenger from the knees of the passenger behind him/her.

2.28.0 DRIVER SEAT

- 2.28.1 Driver seat shall be high back fully adjustable type and shall include shoulder and lap restraining belt with retractor and

right armrest. The seat shall be vinyl and shall be color keyed to the passenger seats.

2.29.0 FLOOR COVERING

2.29.1 Standard floor covering shall be RCA Rubber, pre-welded 1/8 inch thick, smooth under passenger seats and in driver's area. Aisle covering shall be 3/16 inch thick ribbed. Step treads shall have a yellow edge or nosing to pronounce the presence of the step. Vestibule covering shall be mitered to match the ribs in the aisle strip to facilitate cleaning. At the Step well(s), there shall be no lip or nosing overhang, the step tread flange shall be flush with the vertical riser to eliminate any tripping condition.

2.29.2 Optional floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide and optional PVC chip blended through out a high quality vinyl wear surface (top coating is not acceptable). Backing to be polyester/cellulose material with fiberglass fiber reinforced center scrim for additional durability. Bacteriostats will be incorporated providing all exposed surfaces with excellent anti-bacterial properties. Altro Chroma Mineral TMCR2230, minimum thickness of 2.2 millimeters or approved equal will be acceptable.

The entire floor will be a uniform thickness through out the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of 0.06 static coefficient of friction under dry or wet conditions. Coving material is to be installed to support floor when rolling floor covering up the sidewall of vehicle to the seat track. Seams are to be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards.

Landing area and step edgings are to be Altro yellow safety vinyl edging. Edging is to be heat welded to the main floor and step tread to provide for a long lasting seam.

2.29.3 With the selection of either of the standard or optional floor covering in this contract there shall be a 2 inch wide white "standee limit" stripe set into the aisle covering located to the rear of the driver's seat. The standee line or bar shall meet

the requirement of 49CFR section 393.90. The floor covering shall meet the requirements of FMVSS-302.

2.30.0 INTERIOR FINISH

- 2.30.1 The lower sidewalls from the window sill line to the seat support rail shall be reinforced plastic of sufficient thickness adequately supported to prevent buckling. Floor covering shall be covered up to the bottom of the seat rail. Lower sidewalls are constructed of luan backed "London Smoke" vinyl, flooring will be covered.
- 2.30.2 Upper trim and ceiling panels shall be molded reinforced plastic. Front and rear interior finish panels may be the manufacturer's standard. Upper trim and ceiling panels, are constructed on luan backed "London Smoke" vinyl, front bulkheads and driver and entry door "wings" are molded ABS.
- 2.30.3 From the window sill line up to and including the ceiling, shall be a light color complimentary to the lower color and seat color. Interior paneling is light grey in color; all joints are extruded "h" molding. All sharp edges, sharp corners, and/or protrusions shall be eliminated for safety reasons. There are no visible fastenings or other objects that can catch a passenger's clothing or cause injury. There are visible fasteners only in molded ABS panels.
- 2.30.4 All materials must comply with FMVSS-302.

2.31.0 GRAB RAILS AND STANCHIONS

- 2.31.1 Handrails and stanchions shall be provided in the entrance of the vehicle and elsewhere in a configuration as specified in 49 Code of Federal Regulation, Part 38, Subpart B, and Section 38.29.
- 2.31.2 There shall be a continuous ceiling-mounted grab rail on curb side of the aisle only (except over doorways), vertical stanchions from floor to ceiling or seat back grab handles to provide a passenger with secure holding areas from front of the vehicle to the rear. In the positioning of stanchions and grab handles, there shall be no more than 38 inches between

one holding device and the next, from one end of the aisle way to the other. The 38-inch dimension can be figured longitudinally of the body, across the body or diagonally from one to the other.

2.31.3 Ceiling grab rails shall terminate into vertical stanchions or turn up into the ceiling. No exposed ends will be accepted.

2.31.4 A modesty panel shall be positioned at the rear edge of the Step well. This will be made up of a vertical stanchion at the inner rear corner of the Step well with a rail running from that stanchion to the wall at window sill height and the modesty panel installed therein. Panel shall be mounted with 1½ - 2 inch spacing between the bottom of the panel and the floor to facilitate cleaning the floor. Fastening of the panel will be by bolts or rivets, screws will not be acceptable. Modesty panels made of ABS in same color as interior panels.

2.31.5 Grab rails and stanchions shall be made of 1¼ inch diameter stainless clad tubing, stainless clad shall be 0.02 inches thick. Fitting ells, tees, flanges and bolts shall be stainless steel. Ceiling grab rail support brackets shall be stainless steel. Grab rails/handles shall be mounted on both sides of the entry steps. All stanchion tubing is 1¼ inch brushed stainless tubing (no stainless clad tube).

2.32.0 INSTRUMENTS

2.32.1 Mounted in the instrument panel forward of the driver and in full view of the driver while in the seated position, the instruments listed in Exhibit 1 shall be considered as the minimum.

2.33.0 CONTROLS AND SWITCHES

2.33.1 All controls and switches shall be mounted within easy reach of the driver. They shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for nighttime operation in such a way as to prevent glare in the windshield or driver's side windows. Gauges and alarms required are further described in Exhibit 1. User-friendly

switch console is located in clear view for driver convenience marked with clear-lighted professionally manufactured identification legends. All driver controlled aftermarket functions are through the Merlin controller, with the exception of the a/c which has a dedicated panel.

2.34.0 HEATER/DEFROSTER

- 2.34.1 The front heater shall include a means to defrost the windshield and driver's windows in accordance with FMVSS-103. There shall be a separate control to give heat to the driver's foot area.
- 2.34.2 Additional heater(s) will be required and must achieve a 65 degree interior temperature with an empty coach when the ambient temperature is 0 degrees Fahrenheit within 30 minutes (measured at three points in the vehicle). The additional heater(s) shall be mounted to the floor under seats at the manufacturer's standard location to produce an even interior temperature. The heater blower motors shall be easily accessible for servicing; they shall be controlled by the Merlin controller with a three position switch having *HIGH*, *LOW*, and *OFF* positions. Heaters shall be shielded to prevent blowing hot air onto the passengers' legs.
- 2.34.3 There shall be vacuum controlled shut-off valves in the heater piping located immediately below the driver compartment, underneath bus and easily accessible to permit the water circulation to the heaters to be shut off during periods of hot weather. Diesel equipped vehicles will include a booster pump to meet the above performance standard, and shall be vacuum controlled only.
- 2.34.4 Heater hoses will be of top quality silicon material. Hose clamps will be stainless steel constant torque type. Hoses will be insulated with wrap-around foam pipe insulation.
- 2.34.5 Hoses shall be protected and supported by coated "p" clamps all locations where they are close to or pass through metal frame members to prevent chafing. Hoses shall be shielded against heat at any location where they pass over or near any part of the exhaust system.

2.35.0 WINDSHIELD WIPERS/WASHERS (Electric Wipers)

- 2.35.1 To be manufacturer's standard for the vehicle involved in accordance with FMVSS-104. Washer supply tank shall be located for easy refill from outside the vehicle. Wipers shall be controlled by a four (4) position switch having an *OFF*, *LOW*, *HIGH* and *INTERMITTENT* positions.

2.36.0 SUN VISOR

- 2.36.1 Shall be padded type, fully adjustable, to provide sun glare protection at the windshield or the driver's side window. A friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

2.37.0 MIRRORS

- 2.37.1 Two (2) exterior rear view mirrors shall be provided; one (1) at the driver's left side sail mounted in OEM location, one (1) opposite on the right/curb side will be fender mounted. They shall have a minimum of 60 square inch reflective area. They shall be mounted out of the driver's normal driving line of vision to prevent "blind spots". Mirrors shall be break-away type mirror. One interior view mirror shall be located above the windshield. All mirrors will be manufactured by Lucerix.
- 2.37.2 All mirror mountings will be sufficiently rigid to prevent viewing distortion due to vibration. Exterior mirror mountings shall permit moving out of position to prevent mirror damage from automatic bus washers.
- 2.37.3 Provision shall be made for a minimum 5 inch convex mirror on each side of the vehicle attached permanently to the exterior view mirrors.

2.38.0 EXTERIOR FINISH

- 2.38.1 All welds shall be chipped to remove slag. All metal parts shall be de-greased and properly cleaned and sanded in preparation for painting. All metal surfaces shall be sprayed with primer. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to

prevent corrosion as much as possible. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be chipped. The weld and the surrounding area shall be primed again. The manufacturer shall propose exterior body material used. Standard body utilizes 20 ga galvanized skin on skirts, side wall, rear wall, and roof and, fiberglass on the front "cap", and molded ABS around the perimeter between rear wall, roof and side walls. Alternative body utilizes 20 ga galvanized skin on side wall and roof, and molded fiberglass for lower skirts, front, and rear caps.

- 2.38.2 All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Contractor utilizes pre-finished exterior components, but when repairing or repainting PPG paints are used.
- 2.39.3 Paint Schemes samples provide Agencies with options regarding exterior paint schemes such as, but not limited to, window black-out versus no black-out. Paint Schemes are addressed in Part 6 of this contract.

2.39.0 RUST PROOFING

- 2.39.1 The entire underbody, including wheel housings shall be rust proofed with SWT 15W50 rust inhibitor for all structural components.
- 2.39.2 Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft. Undercoating shall not be applied within 12 inches either side of the exhaust system of the catalytic converter.

2.40.0 BUMPERS

- 2.40.1 Bumpers shall be provided at both front and rear of the vehicle. The front bumper will be OEM chrome. Rear bumper shall be Romeo Rim HELP bumper. The rear bumper shall be installed using heavy duty brackets bolted to the frame or frame extensions (not welded). The bumper shall be bolted directly to the bumper brackets with a minimum of 8 bolts (4each side) bolts shall be a minimum 7/16 inch grade 8.

2.41.0 INSULATION

2.41.1 Contractor utilizes spray-in-place urethane foam in side walls, roof, and rear wall. The foam fills all the voids in the structures to provide maximum thermal and acoustical insulation while providing adhesion for interior and exterior paneling. The "r" value averages at about 8.5 for the foam. The front cap and wings are insulated with "Astro-Foil" reflective insulation.

2.42.0 AIR CONDITIONING

2.42.1 The air conditioning equipment **must** be capable of cooling buses to allow them to pass the Florida Department of Transportation's Air Conditioning Pull-Down Test (version 6, Exhibit 6).

2.42.2 Vehicles shall have a totally split system. No "Add-On Systems" shall tie into OEM System in any way.

2.42.3 Air circulation shall be high volume with low velocity to provide draft- free comfort.

2.42.4 All hoses shall be routed and secured in such a way that they will not rub or chafe. Routing of these hoses shall not interfere with the access of routing maintenance items such as dip-sticks, air filters, or access doors. When routing hoses under the coach the hoses shall be run in a straight line and shall be secured with rubber or plastic coated p-clamps every 12 inches. Refrigerant hoses shall be a refrigerant type double braided barrier construction. Refrigerant fittings shall be "Quick Click" or equivalent. Hoses and fittings must be qualified to SAE specification J2064.

2.42.5 Contractor proposed A/C system is American Climate Control System F2234S7, consisting of Evaporator 23022, Condenser 25034, and Compressor SD7, with ACC digital thermostat and ACC APADS System Protection Module. The alternative body style will include the same equipment with the exception of the evaporator which will be the 23044 bulkhead mount, see "exhibits" pages for system details. Contractors first prototype vehicle produced shall be utilized for testing under FDOT's Air Conditioning Pull-Down Test (version 6).

2.43.0 LIFTS

- 2.43.1 The lift, its design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and and 49 CFR Part 571, and Florida Rule Chapter 14-90 [Equipment and Operational Safety Standards Governing Public-Sector Bus Transit Systems]. *General guidance for lifts is provided below. Omission in this guidance does not relieve proposer from compliance requirements of the ADA or Florida Statue – Chapter 14-90.*
- 2.43.2 Vehicle shall be equipped with a fully automatic wheelchair lift mounted on the curbside of the vehicle, accessible via access doors. The lift door on the right side of the vehicle shall have a 68" minimum entryway and 44" width. The lift mechanism shall be designed to also provide a minimum 68" clearance. The lift shall be mounted so as not to detract from the structural integrity of the vehicle. The lift gate shall be of heavy-duty frame design. The wheelchair entrance door shall be open swinging type with window. Manufacturer shall provide with bid package a detailed description of the method of attachment of door surround to the body cage. The outer edges of the wheelchair access doors shall be weather-stripped with a continuous strip to provide a watertight seal. A spring type, not cylinder, mechanism for opening and closing the door shall be installed. These springs shall be capable of holding the door in the fully open position when the lift is in use. The wheelchair lift shall be installed using the instructions and hardware provided by the lift manufacturer. A minimum of four (4) support bars installed underneath the floor are required. The lift door is framed by 1½" x 1½" 14 ga tubing on each side, on the top with 1½" x 2" 14 ga tubing, and on the bottom with a 16 ga "z" section, all components welded on 4 sides where practicable. Doors are secured in the open position by gas shock units.
- 2.43.3 The lift shall have a self-cleaning, see through; non-skid platform (minimum 32" wide) which shall fold and unfold. The lift shall have provision for manual operation in the event of a power failure so that the platform can be operated. Lift

shall be a RICON Model S2005 or Klear-View, Braun Model NCL919IB-2, or Maxon Model WL-6A3353, with the agency given the option of selection. A Ricon Klear-View lift or Braun model VL917IB may be used as a rear door lift upon obtaining written approval from FDOT. Such request shall be submitted in writing by the agency requesting the rear lift. The useable platform space must be fully maintained in operation from ground surface to provide a minimum 5 inch barrier to prevent the wheelchair from rolling off the lift during operation. If the hinged barrier is automatically activated, it must be designed to allow for manual operation. A barrier at least 4 inches high shall also be provided on each side of the platform to prevent wheelchairs from rolling over the side edges.

- 2.43.4 The lift components, including the platform, shall be easily disassembled to facilitate repairs and replacement of parts.
- 2.43.5 An audible warning signal shall be activated in the vehicle in the event that the lift doors are opened and the interlock is not engaged.
- 2.43.6 The lift shall be capable of being used from curb level or ground level. The design load of the lift shall be 600 pounds or greater. The lift platform shall be capable of being raised or lowered with a load in no more that 24 seconds. All power units, operating joints, linkages and mounting points to the body shall be certified by the manufacturer as being adequate for the loading. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions.
- 2.43.7 Lift power unit will be provided with a master cut-off switch. Power unit shall be 12-volt electro/hydraulically operated and shall be readily accessible for servicing. In the event of a power failure, the lift platform must be able to be manually raised and lowered with and without passengers.
- 2.43.8 The system control valve shall be solenoid controlled and shall be eternally mounted for easy maintenance.
- 2.43.9 A secure collapsible guard rail shall be provided on both sides of the lift platform. The rail shall be at approximate arm level for use by wheel chair patrons yet tall enough to be easily grasped by a person standing on the platform. The rail must

stow completely within the lift platform and not interfere with the interior space and must be permanently attached to the lift platform. Precautions must be taken to prevent movement and rattling of both the lift and guard rail while in the stowed position.

2.43.10 Gravity down shall also be controlled by a manual hand valve in the event of electric power loss. All sliding surfaces and load bearing pivot points must be free of exposed grease and constructed with replaceable bearings.

2.43.11 The platform shall fold into the door area for storing while not in use. Lift in stored position shall be adequately restrained in to prevent the lift form coming adrift while the vehicle is in motion. The side and top frame of the lift intruding into the body shall be properly padded to protect passengers from bodily injury.

2.43.12 The lift controls shall be completely weather proof and labeled as to function. This cord shall be encased in flexible metal casing protecting it from being caught in the door or in other moving parts. A hang-up box or hook shall be provided on the inside of the lift door in a manner that will prevent accidental or unauthorized use. Each control switch for deploying, lowering, raising and stowing the lift and lowering the roll-off barrier shall be of a momentary contact type requiring continuous manual pressure by the operator.

2.43.13 A strip of 3-inch reflective tape shall be added to the outer edge of the lift platform side barrier and shall run the full length of the side barriers.

2.43.14 All lift manufacturers or installers shall legibly and permanently mark each wheelchair lift assembly with the following minimum information in a location easily visible the lift in the stowed position:

1. The manufacturers name and address.
2. The month and year of manufacture.
3. A certificate that the wheelchair lift and installation conforms to State of Florida requirements applicable to accessible vehicles.
4. Affix a separate label verifying that the manufacturer has physically checked each lift and each lift meets the

technical specifications described in 49 CFR PART 38 Accessibility Specifications for Transportation Vehicles, Section 38.23 Mobility Aid Accessibility.

5. Any subcomponent installed such as but not limited to wheelchair lifts, restraint systems, event data recorders, alternators and any other subcomponent installed by the bus manufacturer shall be installed per the subcomponent manufacturer's instructions. Manufacturer must certify that said components have been installed per the instructions provided and a copy of all installation instructions shall be provided to the FVPP; with changes and/or updates to installation instructions being immediately forwarded to the FVPP.

2.44.0 SECUREMENT DEVICES

- 2.44.1 Securement devices, their design, installation and operation shall comply with the Americans With Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 30 mph/20G impact Test Criteria per SAE J2249. *General guidance for securement devices is provided below. Omission in this specification does not relieve the bidder from compliance requirements of the ADA and SAE J2249.*
- 2.44.2 In vehicles with securement device or system the wheelchair or mobility aid shall face toward the front of the vehicle.
- 2.44.3 Retractors shall be heavy duty with heat treated components and a metal or impact resistant plastic housing. The Q'straint QRTMAX system will be standard in this contract. The Sur-Lok system is offered as an option to purchasers.
- 2.44.4 The retractor shall be complete with combination retractor straps with height and vertical adjustment for securing the wheelchair or mobility aid and two retractors for the occupant restraint system.
- 2.44.5 The wheelchair mobility aid retractors shall be equipped with self-adjusting tension controllers for tightening and have the ability for quick release.

- 2.44.6 The wheelchair or mobility aid retractors shall be equipped with "S" or "J" hooks to simplify operation.
- 2.44.7 The wheelchair or mobility aid retractors shall be capable of being mounted directly to the vehicle structure using a retractor mounting kit. Q'Straint retractors will use the Slide N' Click system.
- 2.44.8 The occupant restraint system shall be equipped with a height adjuster for the shoulder belt, having a vertical adjustment of approximately 12 inches.
- 2.44.9 The tie-down system shall be able to secure a standard wheelchair or mobility aid in less than 10 seconds. A set of four (4) "webbing loops" is to be provided at each station.
- 2.44.10 The retractor securement system shall meet the following requirements:
1. 30MPH/20G impact test criteria per SAE J2249; and
 2. 49 CFR Part 38 Americans with Disabilities Act (ADA).
- 2.44.11 The occupant restraint system shall meet the following requirements when used in conjunction with the retractor system:
1. Federal Motor Vehicle Safety Standards (FMVSS209 & FMVSS302);
 2. 49 CFR Part 38 Americans with disabilities Act (ADA); and
 3. 30MPH/20G impact test criteria SAE J2249.
- 2.44.12 A stretcher securement system shall be offered as an option for agencies to select for installation in the rear aisle section of the vehicle and its location shall not prevent securing a wheel chair passenger at the same time the stretcher securement is being utilized. Storage containers shall be provided for the securement system and mounted in a safe and convenient location.
- 2.44.13 Storage containers for restraint system belts and instructions for use of restraint system shall be included and mounted in safe and convenient location.
- 2.44.14 Vehicle manufacturer shall install all restraint hardware provided (including under floor backer plates) by the sub-

component supplier and by the instructions provided by the sub-component supplier. All securement stations must be ADA compliant.

2.45.0 SAFETY EQUIPMENT

2.45.1 Each vehicle shall be equipped with the following:

1. First aid kit, (see Exhibit 2). Mounted in an accessible location;
2. Fire extinguisher, 5 pound rechargeable ABC type, mounted in an accessible location near the driver's position;
3. JoMar Fire Suppression system with two nozzles, one in the engine compartment and one under the dash, connected to a minimum ten pound bottle of NAFS-111 liquid fire suppressant agent. Amerex Fire Suppression system will be offered as an option in this contract;
4. Warning triangles, reflective type, three (3) unit kit, secured in a readily accessible location;
5. Two (2) seat belt cutters shall be mounted in an accessible location one near the wheelchair lift and the other accessible to the vehicle operator;
6. Bio-hazard kit. Mounted in an accessible location; and
7. A Mor/ryde International MR56-141 Jones Oxygen Tank Holder provided loose inside each bus at delivery.

2.45.2.1 An Event Data Recorder (EDR), Circuitlink International "Tacholink", will be mounted on vehicle.

2.45.2.2 The EDR will provide a continuous log of vehicle activity. Speed history, odometer, excessive RPM, heavy braking, fast acceleration, idling exceptions will automatically recorded by exception.

2.45.2.3 A three (3) axis accelerometer shall be provided to provide a log of excessive movement in any direction. In the event of an accident, all data shall be permanently captured in "tamperproof" flash memory (4MB minimum) for a minimum of (30) seconds prior to the incident and (15) seconds after the incident at a minimum interval of 25 milliseconds.

- 2.45.2.4 The EDR will provide an automatic trigger function with different user definable thresholds for moving and stationary conditions.
- 2.45.2.5 A manual driver alert button will be provided to allow driver "tagging" of either an accident or vehicle fault condition.
- 2.45.2.6 Additional digital input channels will be provided to allow for status monitoring of eight (8) vehicle sub-systems. Systems that may be monitored shall be; brakes, light, turn signals, flashers, parking brake, door position, emergency exits, the lift/kneel system, Oil Pressure Alarm, Engine Temperature Alarm, drivers seat belt, and Video Driver Alarm Switch (where equipped). Each agency will select eight (8) sub-systems to be monitored from the list above. Manufacturer shall be prepared to provide monitoring of any eight (8) of the above list.
- 2.45.2.7 Any data provided by the EDR must be admissible in court.
- 2.45.2.8 All software for user configuration, data logging, and downloading and report generation will be included. All software will be Windows-based. Trip data will be stored in Microsoft Access database. All data will be the property of Florida DOT and will be immediately available to Florida DOT.
- 2.45.2.9 There will be no additional charges, for hardware and/or software services, or annual fees to be incurred by Florida DOT or any agency. The manufacturer shall be responsible to assure each agency has the proper hardware to download data to their existing database system. The manufacturer is responsible to provide training to each agency.
- 2.45.2.10 None of the above shall be mounted on a door or any location that will restrict the driver's or passenger's seating or movement throughout the vehicle.

EXHIBITS

Exhibit 1 Instruments

DISPLAY	GAUGE	LIGHT(S)	AUDIBLE
VOLTMETER	X	X	
HIGH ENGINE WATER TEMP	X	X	X
LOW ENGINE OIL PRESSURE		X	X
FUEL GAUGE	X	X (Low fuel warning)	
GENERATOR/ALTERNATOR NOT CHARGING	X	X	X
EMERGENCY DOOR OPEN or LOCKED		X	X
DIRECTIONAL SIGNALS		X	X
HEADLIGHT HIGH BEAM		X	
PARKING BRAKE ON		X	
SPEEDOMETER WITH ODOMETER	X		

NOTE: The instrument package above shall be provided by the chassis manufacturer. After market substitutes will not be accepted.

Exhibit 2

Contents for Medical First Aid Kit

<u>Type of Unit</u>	<u>Quantity</u>	<u>* "ZEE" Number</u>
Antiseptic swabs	10-swabs / 1 box	#2633
Insect Sting relief	10-swabs / 1 box	#2632
Providone Iodine swabs	10-swabs / 1 box	#2641
Ammonia inhalants	10-swabs / 1 box	#2601
Foille Ointment	6 tubes / 1 box	#2610
Wire splint	3.75" x 30"	#2631
Hydrocortisone cream	25 packets / 1 box	#1817
Eye dressing	4 / unit, 2 boxes	#2618 (2)
Bandage compress	4" x 4", 6 boxes	#2615 (6)
Adhesive ace bandage	16-1"x3", 2 boxes	#2607 (2)
Scissors, emergency	1 pair	#6566
Tweezers	1 set	#3531
Gauze, roll	6 ply, 4.5"x 147" / 2pkg.	#6715 (2)
Adhesive tape, roll	2" x 5 yards/ 3 cut spool	#0305
Safe Airway Mask (SAM)	1 / box	#3076
Gloves, latex	2 pair	#3044

***NOTE: ZEE Medical Numbers are only provided for reference.
 An approved equivalent will be considered.**

Exhibit 3

FDOT Parking Brake Test

FLORIDA DEPARTMENT OF TRANSPORTATION

PARK BRAKE TEST PROCEDURE

VERSION 1

Prepared for: The Florida Vehicle Procurement Program

By: Robert E. Westbrook, Paul E. Johnson Jr., Cecil H. Carter, Leroy E. Edwards

OVERVIEW

This test is the park brake performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on a 15 degree incline ramp in dry conditions. The surface angle will be verified using a Johnson Angle Locator. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

TEST SET-UP / PROCEDURE

1. Perform a complete system check assuring the emergency/park brakes are in proper working condition, tires are in good condition and properly inflated, minimum of $\frac{1}{4}$ tank of fuel.
2. Install and secure correct testing ballast weight in each seating and wheelchair position;
3. Verify that ramp angle is at 15 degrees;
4. Position bus on ramp in forward position (front end up);
5. Place wheel chocks two inches behind right side and left side rear tires;
6. Place indicator marks on both rear tires and ramp surface;
7. Set parking brake to the fully on position;
8. Place transmission in the neutral position;
9. Monitor and record any movement of the bus for 30 minutes;

After 30 minutes, reposition bus to be in a rearward position (front end down);
Repeat the above procedure.

SYSTEM TEST RESULTS

The bus will fail the test if;

- a. There is more than one inch of movement in the 30 minute time period in either position;
- b. The brakes display any signs of slippage during the test.

INVALID TEST

The test will be deemed invalid if:

- a. Any of the specified procedure steps are not followed;
- b. Surface conditions change due to rain.

Exhibit 4

Alternator Output Test

FLORIDA DEPARTMENT OF TRANSPORTATION

ALTERNATOR OUTPUT TEST PROCEDURE

VERSION 1

Prepared for: The Florida Vehicle Procurement Program

By: Robert E. Westbrook, Paul E. Johnson Jr., Cecil H. Carter, Leroy E. Edwards

OVERVIEW

This test is the alternator output test for all transit equipment purchased through Florida Vehicle Procurement Program contracts. This test will be performed on all aftermarket alternators that are recommended by bus manufacturers to replace the OEM alternators. FDOT desires to have this test replicate an environment that simulates severe duty transit operations. The FDOT will test one of each type of alternator to be used on the transit vehicles and could include OEM alternators.

TEST CONDITIONS / EQUIPMENT

This test will be performed at the FDOT Bus Inspection, Testing and Research facility in Tallahassee, FL. The subject alternator is tested using a Crumbliss 2115 Alternator test machine. It is encased in an aluminum heat-shroud containing a thermometer. Heat is provided by a 500 degree heat gun attached to the heat-shroud. This set-up provides a simulation of under-hood operating conditions. During testing, a 12 volt battery is used to maintain the charging system. DC *on/off* switches control two 12" DC condenser fan motors to prevent the battery from overcharging.

TEST SET-UP

1. Install subject alternator into testing machine vise;
2. Determine appropriate size alternator pulley to be used;
3. Determine tester pulley size to drive alternator at correct engine idle RPM;
4. Install drive belt between alternator pulley and tester pulley;
5. Check that both pulleys are properly aligned;
6. Attach correct test leads to alternator being tested;
7. Connect cables to 12-volt battery;
8. Note the RPM levels to be used during test.
9. Place heat-shroud over alternator/vise assembly;
10. Position heat gun;
11. Turn on test machine cooling fans; (*switch located on left side of the tester*)
12. Turn on BATTERY switch; (*if required for particular test*)
13. Turn on START switch;
14. Set MOTOR switch to *Slow* position;
15. Set VOLT switch to 12 or 24 volt position;
16. Set PULLEY knob to diameter of pulley being used;

TEST PROCEDURE

1. Adjust RPM to engine idle speed;
2. Turn FIELD CURRENT load control from minimum position slowly toward maximum position until VOLT gauge reads 12.4;
3. Note reading from AMP gauge;
This reading is Maximum Output at Idle under Full Load;

Follow below, to determine SAE (hot) rating Performance Curve;

Raise RPM up gradually another 500 RPM;

Note reading from AMP gauge;

Raise RPM up gradually another 500 RPM;

Note reading from AMP gauge;

Raise RPM up gradually another 500 RPM;

Note reading from AMP gauge;

Raise RPM up gradually another 500 RPM;

Note reading from AMP gauge;

The above readings can be used to plot performance graph;

4. Take temperature reading of housing surface, starter, rotors and both bearings;
5. Record and file all readings on each tested alternator;

During the test period, the temperature inside the heat shroud will be between 120 - 150 degrees F. The alternator will run at minimum idle speed (600 rpm) for 30 minutes and at maximum rpm speed (2000) for 30 minutes.

The alternator amperage output, minimum battery voltage and temperature condition of the alternator will be continuously monitored.

SYSTEM TEST RESULTS

Alternator will be considered “failed” if:

- a. Amperage output falls below the maximum amperage draw for the type bus it will be used on;
- b. Amperage output falls below the advertised output curve on a “hot” rating based on RPM increments.

Exhibit 5

FDOT Crash and Safety Test Approval Process

This document is a summary of the “Crash and Safety Testing Standard for Paratransit Buses Acquired by the State of Florida”, called STANDARD later on for brevity. All references here are made to the full document of the STANDARD which can be obtained from the Florida Vehicle Procurement Program’s website (www.cutr.usf.edu/fvpp/fvpp3.htm).

APPROVAL

1. Full scale crash tests include:
 - Side impact test (Appendix 6), and
 - Rollover test (Appendix 7).

Successful performance of both tests is required for the approval of the paratransit bus.

2. An uncompromised residual space concept (Appendix 1) is adopted in this standard as a pass/fail criterion, see Figure 1.

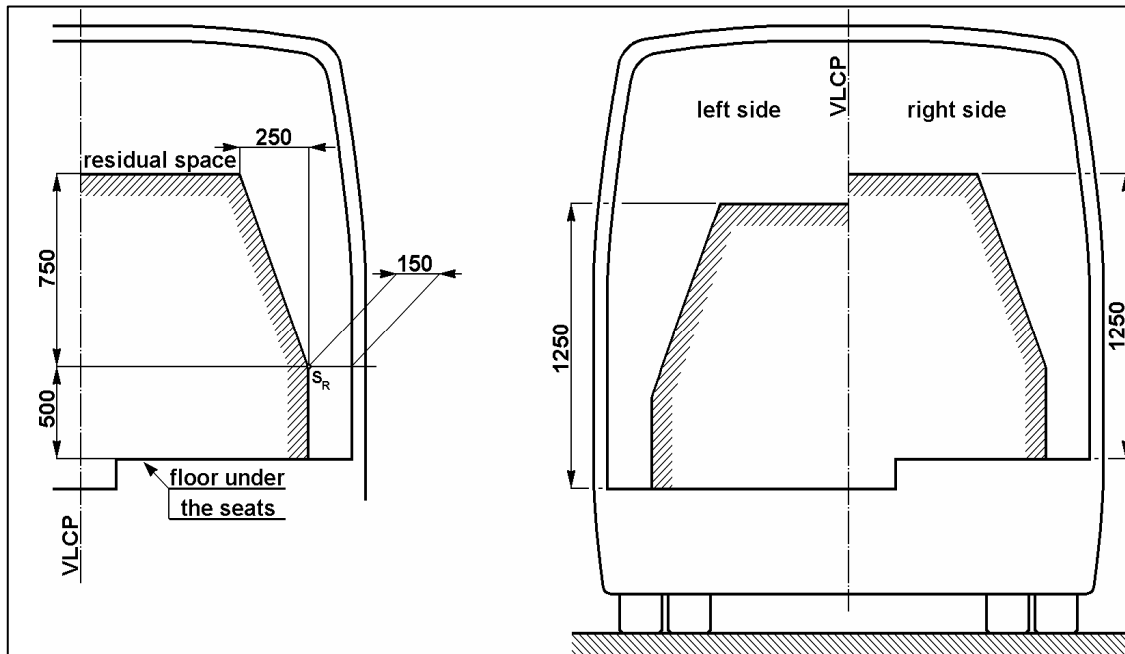


Figure 1. Specification of residual space in cross section of the bus.
Dimensions in mm.

3. Performance of a paratransit bus in side impact and rollover tests shall be assessed by either:
 - Experimental, full-scale crash tests (Appendices 6 and 7), or
 - Computational analysis using FE method (Sections 3, 4 and 5).

Both methods are considered equivalent and either one may be selected by the bus manufacturer for the bus approval. The paratransit bus is considered to be crashworthy and safe if its residual space (as defined in Appendix 1) is not compromised through either intrusion (Section 5.3.1) or projection (Section 5.3.2).

If the manufacturer chooses computational analysis as the testing method, the following information shall be supplied to the technical service:

- A description of the applied simulation and calculation method which has been utilized,
- Clear precise identification of the analysis software, including at least, its producer, its commercial name, the version used and contact details of the developer,
- Information about model validation process.

4. The experimental full-scale crash test becomes mandatory if the paratransit bus fails either one of the computational analysis tests, as listed in Section 6.2.
5. All major elements of the crash and safety assessment program are presented schematically in Figure 2 and are described in detail in the STANDARD.

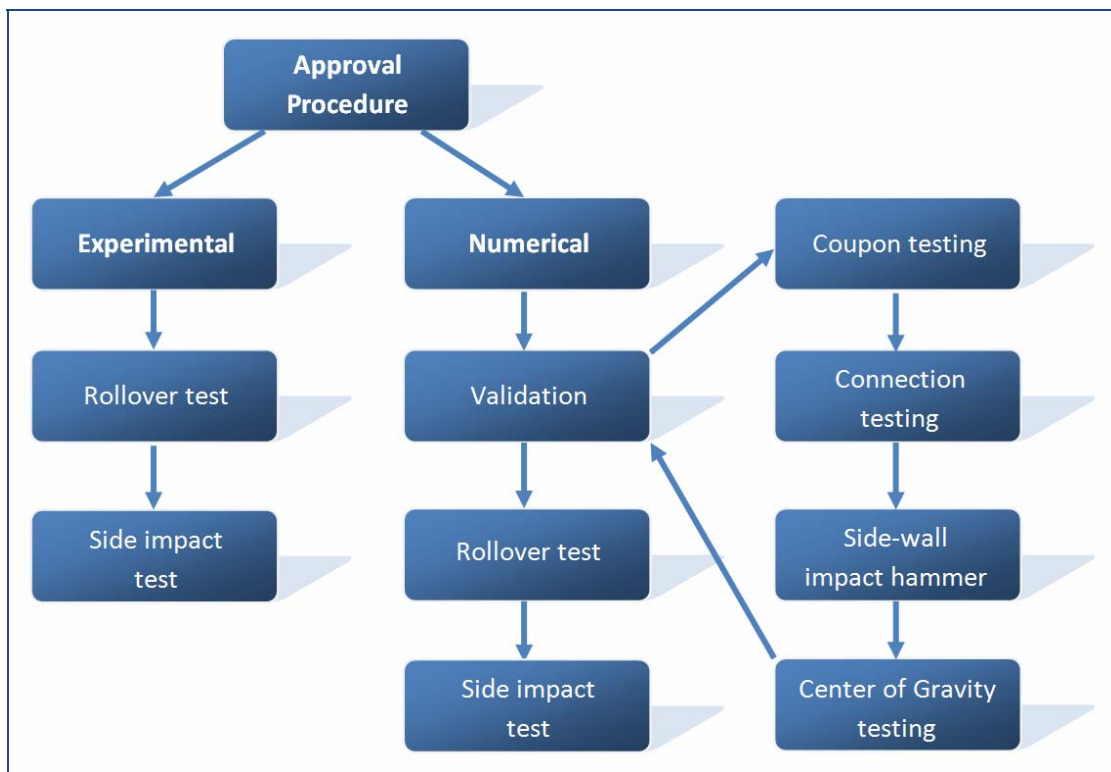


Exhibit 6

Air Conditioning Pull-Down Test

FLORIDA DEPARTMENT OF TRANSPORTATION

AIR CONDITIONING PULL-DOWN TEST PROCEDURE

VERSION 6

Prepared for: The Florida Vehicle Procurement Program

By: Robert E. Westbrook, Paul E. Johnson Jr., Cecil H. Carter, Leroy E. Edwards

OVERVIEW

This test is the air conditioning and performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT desires to have the test performed in an environment that simulates severe duty transit operation. To do this, the FDOT must test in a non-controlled environment. The FDOT will test one or more buses from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on an asphalt parking lot in direct sunlight. The vehicle will be surrounded by a wall five (5) feet high, fifteen (15) feet wide and the length adjusted to the length of the bus. The minimum ambient temperature

must be 95 degrees Fahrenheit with a minimum 60% relative humidity. All temperature measurements will be recorded in degrees of Fahrenheit using a Measurement Computing, MCC Data Acquisition Software TracerDAQ configuration. MCC Data Acquisition is calibrated using InstaCal Software. Pressure readings are taken using a Yellow Jacket 686800 Manifold gauges. Voltage readings are taken using a Fluke model 78 automotive multi-meter. Amperage readings are taken using a Fluke model 336 True RMS Clamp Meter.

TEST PROCEDURE

Perform a complete ultrasonic leak detection test of the air conditioning system. If the system fails the leak detection test do not proceed any further.

Check to see that all windows and doors are closed properly, with no gaps or leaks. Check interior engine cover for a proper seal. Connect all test equipment. Heat soak the bus under test conditions for a minimum of two hours. Record the date, time of day, vehicle identification number and location.

The test reading locations are as follows:

C0 Ambient air temperature; take outside of the vehicle, away from mechanical and radiant heat sources, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C1 Bus interior temperature; take reading 48 inches to 52 inches from the rear wall, four feet above the floor surface, using an Omega Engineering J-Type 5 position Fine Wire Thermocouple.

C2 Bus interior temperature; take reading at the center line of the bus interior, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C3 Bus interior temperature; take reading at the first row of seats, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C4 Rear evaporator core temperature; take reading near the center of the core, using an Omega Engineering J-Type ICSS Thermocouple.

C5 Bus engine compartment temperature; take reading above engine near the fire wall, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C6 Condenser core temperature; take reading near the center at the air in side, using an Omega Engineering J-Type ICSS Thermocouple.

C7 Condenser air temperature; take reading near the center at the air out side, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

Take pressure readings at the service ports of add on/second stage A/C system, using a Yellow Jacket 686800 manifold gauges.

Take voltage readings at the battery or batteries using a Fluke Model 78 automotive multimeter.

Take amperage readings at the positive cable from the battery or batteries using a Fluke model 336 True RMS Clamp Meter. Amperage draw of the A/C system will be checked after the pull down test is complete.

With the vehicle in park, all doors and windows closed, start the engine, turn on the air conditioning system; set a/c system to maximum cooling positions; turn on all interior and exterior lights and let it run with the high idle on, (approximately 1200 RPM). If the high idle is designed to automatically turn off after the first 15 minutes the driver's door will be opened and the high idle turned back on for the last 15 minutes, this will not make the test invalid. All temperature readings shall be recorded every 15 seconds.

Pressure readings and voltage readings shall be recorded at the start of the test and every 10 minutes.

SYSTEM TEST RESULTS

During the test, the interior temperature of the bus should lower uniformly throughout and should lower the interior temperature within the given time limit.

The vehicle will fail the test if;

- a. The temperature difference between C1, C2, and C3 varies more than two (2) degrees during each 15 second reading during the last 15 minutes of the test;
- b. The system fails to lower the interior temperature to 70 degrees Fahrenheit (measured at C2), or lower, by the end of the 30 minute test while maintaining an ambient temperature of 95 degrees Fahrenheit (measured at C0) with 60% relative humidity;
- c. The voltage readings at the batteries fall below 12.9 volts at any time during the test;
- d. In addition to pass or fail, systems will be given a star rating (****) for systems that achieve 70 degrees in the quickest amount of time, with the lowest amperage draw.

The remaining readings are taken for informational purposes only and do not indicate a pass or fail status. These readings are used to in system comparisons. This information enables FDOT to determine each tested systems fastest pull-down time, lowest head pressure reading, highest voltage output, and lowest amperage draw.

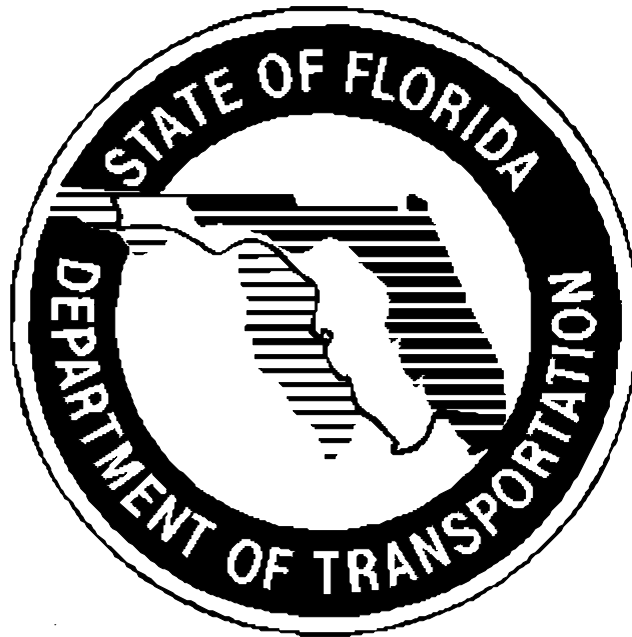
INVALID TEST

The test will be deemed invalid if;

- a. If at any point during the test a temperature probe is detached from it's measuring point.
- b. If a refrigerant leak is detected prior to, or during the test.
- c. If the ambient temperature is not maintained at the required setting or if the specified test conditions change.
- d. If at any point during the test, a door or window is opened, with the exception of opening the driver's door to turn the high idle back on.

PART 3

OPTIONS



Contract #FVPP-08-SC-GM

Small Cutaway Type Vehicles

OPTIONAL EQUIPMENT

FVPP-08-SC-GM

3.1.0 ALUMINUM WHEELS

3.1.1 Aluminum wheels in place of standard steel wheels.

3.2.0 ALTRO-TRANSIT FLOORING

3.2.1 Altro Transflor slip-resistant sheet vinyl flooring. Smooth, all welded seams, customer to supply color selection. Includes Altro step tread material with yellow nosing.

3.3.0 DIESEL ENGINE

3.3.1 Chevrolet 300 HP, 6.6L Duramax Diesel engine in place of the standard gasoline engine.

3.4.0 DRIVER PARTITION

3.4.1 To prevent passenger physical contact from behind the driver, install a 3/8" Lexan Plex shield wall, 4" below the ceiling to 36" above the floor; and a modesty panel from below the Lexan Plex shield frame to 3" above the floor, supported by stainless-steel tubing, similar in construction and design to the modesty panel adjacent to the front passenger door.

3.5.0 SEAT BELT EXTENSIONS

3.5.1 To extend the length of standard seat belts. Two seat belt extensions are offered as standard. Extra seat belt extensions may be purchased.

3.6.0 DRIVER'S SEAT

3.6.1 Freedman CL 67 air suspension driver's seat with right hand arm rest in place of standard driver's seat for increased driver comfort.

3.6.2 Freedman Sport Driver's seat with Relaxor, four zone eight motor system with

lumbar heat in place of standard driver's seat for maximum driver comfort.

3.7.0 ENTERTAINMENT CENTER

3.7.1 An AM/FM/CD Stereo and MP3 Player with digital clock, and front, mid-bus and rear speakers.

3.8.0 PUBLIC ADDRESS SYSTEM

3.8.1 Install a Radio Engineering Industries (REI) public address system with hand-held microphone within easy reach of the driver with a microphone jack for optional hands-free use by driver. If an audio entertainment center (3.7.1) is installed, utilize its speakers in mid and rear bus and install a cancel switch to turn off entertainment center system when microphone transmit button is depressed by driver.

3.9.0 ADA MOBILITY DEVICES

3.9.1 Braun wheel chair lift (per Part 2).

3.9.2 Maxon wheel chair lift (per Part 2).

3.9.3 Ricon wheel chair lift (per Part 2).

3.10.0 STAINLESS STEEL WHEEL INSERTS

3.10.1 Bus shall be equipped with stainless steel wheel liners/inserts both front and rear. Wheel liners/inserts shall be Versa-Liner or equivalent. Wheel liners/inserts shall be made of 304L stainless with permanently attached simulated lug nuts attached without interfering with the lug nut to wheel surfaces.

3.11.0 REVERSE ASSISTANCE DETECTION SYSTEM

3.11.1 Rear energy absorbing Romeo Rim HELP bumper assembled with HawKEye Reverse Assistance System, (Romeo Rim Help Guard) in place of standard rear HELP bumper.

3.12.0 STRETCHER SECUREMENT SYSTEM

3.12.1 Install a stretcher securement system in the rear aisle of the bus. A lock-down system shall be installed in floor at the rear and front of the stretcher for securement of brackets that connect to the stretcher frame. A storage rack shall be installed at the rear interior corner(s) of the bus for the purpose of storing the brackets when not in use.

3.13.0 WHEELCHAIR OR MOBILITY AID RETRACTOR SYSTEM

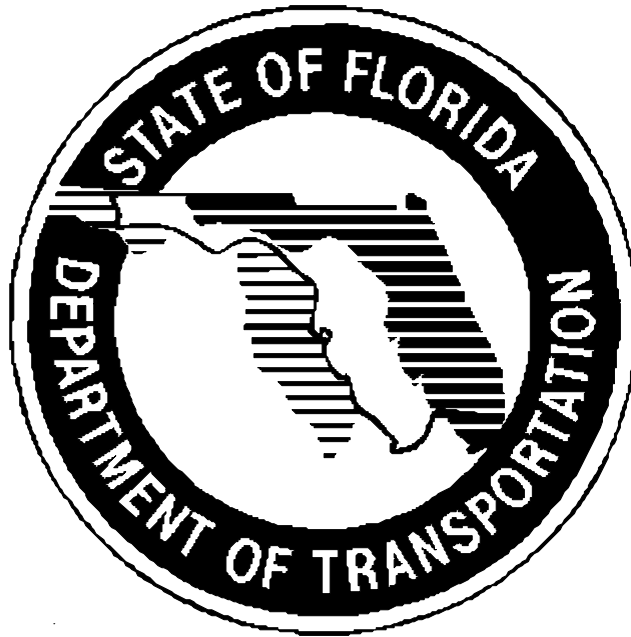
3.13.1 Q'Straint QRTMax Securement System.

3.15.0 FIRE SUPPRESSION SYSTEM

3.15.1 Amerex Fire Suppression System as an option to the JoMar Fire Suppression system, which is standard.

PART 4

QUALITY ASSURANCE



Contract #FVPP-08-SC-GM

Small Cutaway Type Vehicles

QUALITY ASSURANCE

FVPP-08-SC-GM

4.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

The in-plant quality assurance shall include the following basic requirements.

4.1.1 QUALITY ASSURANCE ORGANIZATION

Manufacturer shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to Manufacturer's top management.

4.1.2 CONTROL

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

4.1.3 AUTHORITY AND RESPONSIBILITY

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

4.2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

4.2.1 WORK INSTRUCTIONS

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

4.2.2 RECORDS MAINTENANCE

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year following the completion of the inspections and tests.

4.2.3 CORRECTIVE ACTION

The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These

conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards.

4.3.0 STANDARDS AND FACILITIES

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

4.3.1 CONFIGURATION CONTROL

Manufacturer shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings and documentation.

4.3.2 MEASURING AND TESTING FACILITIES

Manufacturer shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

4.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusting, replaced, or repaired as required to maintain quality.

4.3.4 EQUIPMENT USE BY FVPP LINE INSPECTORS

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

4.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

4.4.1 SUPPLIER CONTROL

Manufacturer shall require that each supplier maintains a quality control program for the services and supplies that it provides. Manufacturer's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the

manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

4.4.2 PURCHASING DATA

Manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on vehicles.

4.5.0 MANUFACTURING CONTROL

Manufacturer shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary.

4.5.1 COMPLETED ITEMS

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

4.5.2 NONCONFORMING MATERIALS

The quality assurance organization shall monitor Manufacturer's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

4.5.3 STATISTICAL TECHNIQUES

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

4.5.4 INSPECTION STATUS

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

4.6.0 INSPECTION SYSTEM

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

4.6.1 INSPECTION STATIONS

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, under-body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, and vehicle final road completion.

4.6.2 INSPECTION PERSONNEL

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

4.6.3 INSPECTION RECORDS

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by Manufacturer during assembly shall be entered on a record that accompanies the major component, subassembly, assembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the FVPP Inspector and / or Administrator shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected. In any case, all replacement components, parts and materials shall be Original Equipment Manufacturer (OEM) or approved equal and must not compromise any OEM warranties.

4.6.4 QUALITY ASSURANCE AUDITS

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the FVPP.

4.7.0 ACCEPTANCE TESTS

4.7.1 RESPONSIBILITY

Fully documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the FVPP. These acceptance tests shall include pre-delivery inspections and testing by Manufacturer, and inspections and testing by the FVPP prior to and after the vehicles have been delivered.

4.7.2 PRE-DELIVERY TESTS

Manufacturer shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the FVPP. The pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at Manufacturer's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements in **Part 2: Technical Specifications**. This additional testing shall be recorded on appropriate test forms provided by Manufacturer. The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by FVPP inspectors, who may accept or reject the results of the tests. The results of pre-delivery test, and any other tests, shall be filed with the assembly inspection records for each vehicle. The under-floor equipment shall be made available for inspection by the FVPP inspectors, using a pit or vehicle hoist provided by Manufacturer. A hoist, scaffold, or elevated platform shall be provided by Manufacturer to easily and safely inspect vehicle roofs.

The FVPP shall also conduct pre-delivery tests at the FVPP Springhill facility located in Tallahassee, FL. It is the Proposer's responsibility to ensure that the vehicle arrives at the Springhill facility prior to Proposer taking delivery of vehicle from Manufacturer. The results of this inspection will accompany the vehicle upon delivery to the purchaser.

4.7.3 INSPECTION-VISUAL AND MEASURED

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that the required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in the static condition do function as designed.

4.7.4 TOTAL VEHICLE OPERATION

Total vehicle operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms.

The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests. After the road test, the line inspector representing the FVPP reserves the right to have Manufacturer either raise the vehicle or drive the vehicle across a pit to allow the inspector to check the undercarriage.

4.8.0 POST-DELIVERY TESTS

The FVPP may conduct acceptance tests on each delivered vehicle. These tests shall be completed within ten (10) working days after vehicle delivery. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the purchaser. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The FVPP shall record details of all defects notify Manufacturer of non-acceptance of each vehicle within five (5) working days after completion of these tests. The defects detected during these tests shall be repaired according to the procedures defined in **Part 1: Solicitation, Offer and Award/Contractual Provisions**.

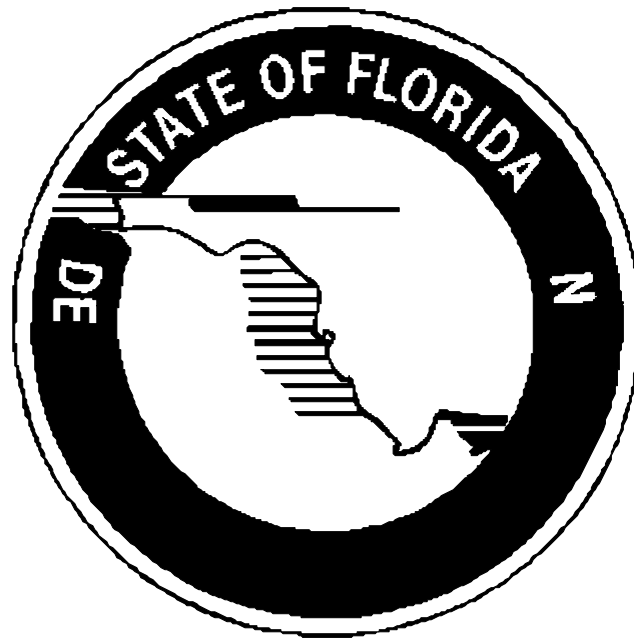
4.8.1 VISUAL INSPECTION

The post-delivery inspection is similar to the inspection at Manufacturer's plant and shall be conducted with the vehicle in a static condition.

4.8.2 VEHICLE OPERATION

The road tests for total vehicle operation are similar to those conducted at Manufacturer's plant. Operational deficiencies of each vehicle shall be identified and recorded.

PART 5



WARRANTY PROVISIONS

FVPP-08-SC-GM

5.0.0 BASIC PROVISIONS

5.1.0 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. A description of the local dealer warranty process shall be included in the Purchasing Agreement package including information on how warranty issues are tracked. The Contractor warrants and guarantees to the FVPP each complete vehicle, and specific subsystems and components as follows:

5.1.1 COMPLETE VEHICLE

The vehicle is warranted and guaranteed to be free from defects for a minimum of Thirty-six (36) months or one hundred thousand (100,000) miles (except OEM chassis), whichever comes first, beginning on the date of acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the purchaser's locale.

5.1.2 SUBSYSTEMS AND COMPONENTS

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages given in **Exhibit 5-1**.

NOTE: *Parts and labor to be covered in all warranty provisions.*

Exhibit 5-1

GETAWAY MARKETING AND GLAVAL STANDARD WARRANTY
Subsystem and Component Minimum Warranty, whichever occurs first.

Item	Years	Mileage
Chevy / GMC Chassis	3	36,000
Glaval Body	5	100,000
Gasoline Engine	5	100,000
Transmission	5	100,000
Rear Axle	5	100,000
Frame Rails and Cross Members	6	100,000
Air Conditioning System	4	Unlimited
Alternator	5	100,000
Wheelchair Lift (4-years parts & labor)	4	Unlimited

5.2.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with Contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the purchaser fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in Contractor's maintenance manuals.

5.3.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the purchaser such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible.

5.4.0 DETECTION OF DEFECTS

If the purchaser detects a defect within the warranty periods defined in **Section 5.1.1**, it shall promptly notify the Dealer representative. Within five (5) working days after receipt of notification, Dealer representative shall either agree that the defect is in fact covered by the "complete vehicle" warranty, or reserve judgment until the subsystem or component is inspected by Dealer's representative and/or is removed and examined at the purchaser's property or at the Contractor's facility. At that time, the status of warranty coverage, either subsystem or vehicle, shall be mutually resolved between the purchaser and Dealer. If the defect belongs to a subsystem or component, then work necessary to affect the repairs defined in **Section 5.1.2** shall commence within ten (10) working days after receipt of notification by Dealer. Otherwise, **Section 5.1.1** applies and repairs will be started immediately.

5.5.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the purchaser and Dealer's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the purchaser reserves the right to commence the repairs in accordance with **Section 5.7.1**.

5.6.0 FLEET DEFECTS

A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For the purpose of this bid, identical defects occurring in sixty (60) percent of vehicles delivered shall be considered a "fleet defect."

5.6.1 SCOPE OF WARRANTY PROVISIONS

Dealer shall correct a fleet defect under the warranty provisions defined in **Section 5.4.0**. After correcting the defect, Dealer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time

and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist, or on the repair/replacement date for corrected items.

5.6.2 VOIDING OF WARRANTY PROVISIONS

The fleet defect provisions shall not apply to vehicle defects caused by noncompliance with Dealer's recommended normal maintenance practices and procedures.

5.6.3 EXCEPTIONS TO WARRANTY PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to purchaser supplied items such as fareboxes, two-way radios, and tires.

5.7.0 REPAIR PROCEDURES

5.7.1 REPAIR PERFORMANCE

In some instances, the FVPP may require Dealer or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. In these cases, this work will be done by the FVPP's personnel with reimbursement by Dealer.

5.7.2 REPAIRS BY CONTRACTOR

If the FVPP requires Dealer to perform warranty-covered repairs, Dealer's representative must begin within ten (10) working days after receiving notification of a defect from the purchaser, work necessary to effect repairs. The purchaser shall make the vehicle available to complete repairs timely with Dealer repair schedule. Dealer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the FVPP's option, Dealer may be required to remove the vehicle from the purchaser's property while repairs are being affected. If the vehicle is removed from the purchaser's property, repair procedures must be diligently pursued by Dealer's representative.

5.8.0 REPAIRS BY THE PURCHASER

5.8.1 PARTS USED

If the purchaser performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using contractor-specified spare parts available from its own stock or those supplied by Dealer specifically for this repair. Monthly (or at a period to be mutually agreed upon) reports of all repairs covered by this warranty shall be submitted by the purchaser to Proposer for reimbursement or replacement of parts. Dealer shall provide forms for these reports.

5.8.2 CONTRACTOR SUPPLIED PARTS

The FVPP may request that Dealer supply new parts for warranty-covered repairs being performed by the purchaser. These parts shall be shipped prepaid to the purchaser, from any source selected by Dealer, the “next business day” from receipt of the request for said parts.

5.8.3 DEFECTIVE COMPONENTS RETURN

Dealer may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by Dealer. Materials should be returned in accordance with contractor's instructions.

5.8.4 REIMBURSEMENT FOR LABOR

The purchaser shall be reimbursed by Dealer for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the purchaser's current per hour, master mechanic, straight wage rate, plus 32 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the purchaser's service garage at the time the defect correction is made. The purchaser shall not accept parts credit as payment of warranty labor claims.

5.8.5 REIMBURSEMENT FOR PARTS

The purchaser shall be reimbursed by Dealer for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 2 percent handling charges. The purchaser shall not accept parts credit as payment of warranty part claims.

5.9.0 WARRANTY AFTER REPLACEMENT / REPAIRS

If any component, unit, or subsystem is repaired, rebuilt, or replaced by Dealer or by the FVPP's personnel, with the concurrence of Dealer, the subsystem shall have the unexpired warranty period of the original subsystem.

5.10.0 DEALER WARRANTY SERVICE AND REPORTING

Contract dealers and the manufacturers they represent will have representatives meet with FDOT in Tallahassee, three to four times each year. The primary focus of these meetings will be discussion of contract concerns, handling of warranty requests and areas receiving repetitive inspection write-ups.

5.10.1 CONTRACT DEALERS WARRANTY SERVICE

Should clearly instruct and encourage procuring agencies that when they have maintenance issues that may be covered under warranty, to always contact their

dealer FIRST. Dealers should have an effective system in place to allow agencies to speak with a representative about an issue, in a timely manner.

5.10.2 CONTRACT DEALERS RESPONSIBILITY

Contract Dealers are responsible for all aspects of the warranty process. This includes scheduling, coordinating and monitoring all warranty repairs and parts replacements until they are fully resolved. This applies to the OEM chassis, bus manufacturer and vendor related warranty work. Dealers should seek to minimize the time required for resolving warranty issues. Dealers are to coordinate with agencies to provide qualified warranty repairs with minimal disruption to agencies.

5.10.3 MAINTAIN TRACKING SYSTEM

Contract Dealers should maintain a “tracking” system with information on the below responsibilities.

- Note when an agency reports a problem with description of problem;
- Contact repair facility and schedule diagnostics/repair;
- Notify the agency of the repair facility/appointment date/contact person;
- Communicate with repair facility until repair is complete;
- Notify the agency that the vehicle is ready for pick up;
- Follow-up with agency to confirm that the repair resolved the problem;

5.10.4 AGENCY PERFORM REPAIRS

Contract Dealer may, when requested, authorize an agency’s maintenance certified technicians to perform warranty service. However, dealers are still responsible for monitoring that the agency receives correct replacement parts; return shipping and proper labor reimbursements in a timely manner.

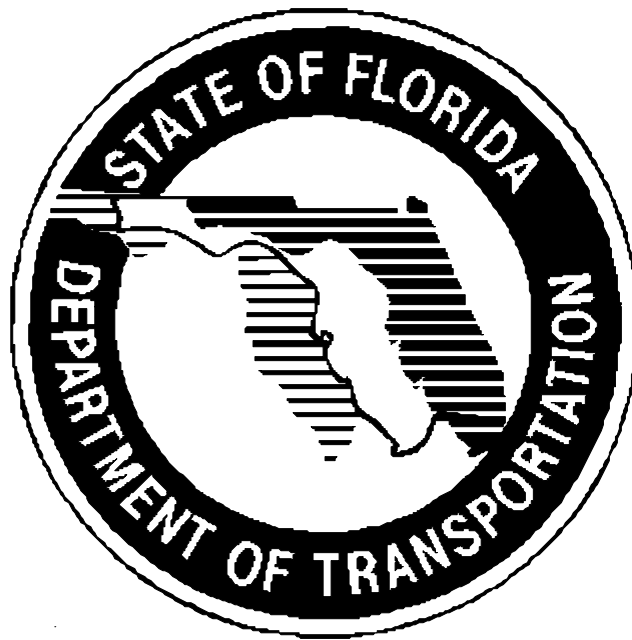
5.10.5 WARRANTY REPORTING

Contract Dealer is required to update an on-line report of all completed and ongoing warranty repairs and parts replacement. This report is to be submitted weekly to the FVPP Administrator. This report will provide dates, vendors, actions taken and current status. The report will be submitted in the same manner that dealers’ report the status of current bus orders.

This report will include information such as dates, contact persons, telephone numbers, description of the problem, repair facility, release date from the repair facility, agency notification dates and agency follow-up dates.

PART 6

PAINT SCHEMES



Contract #FVPP-08-SC-GM

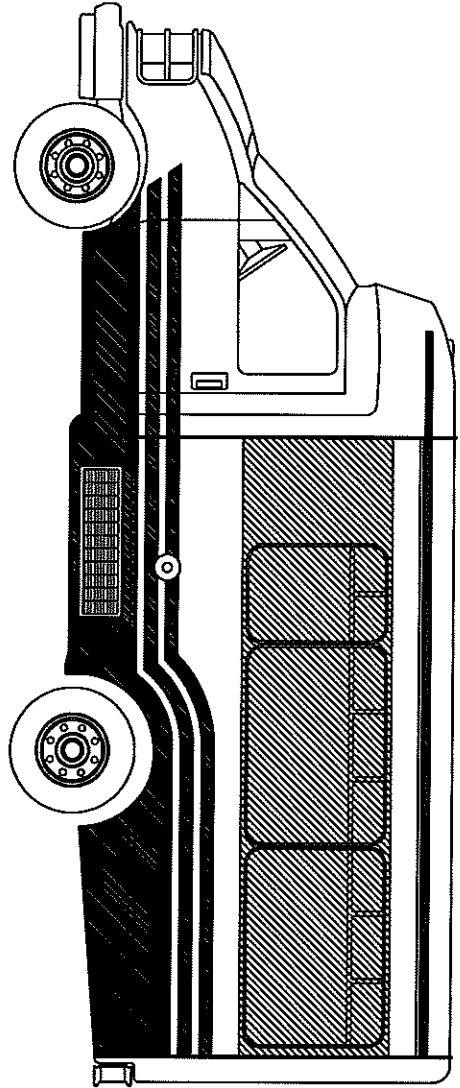
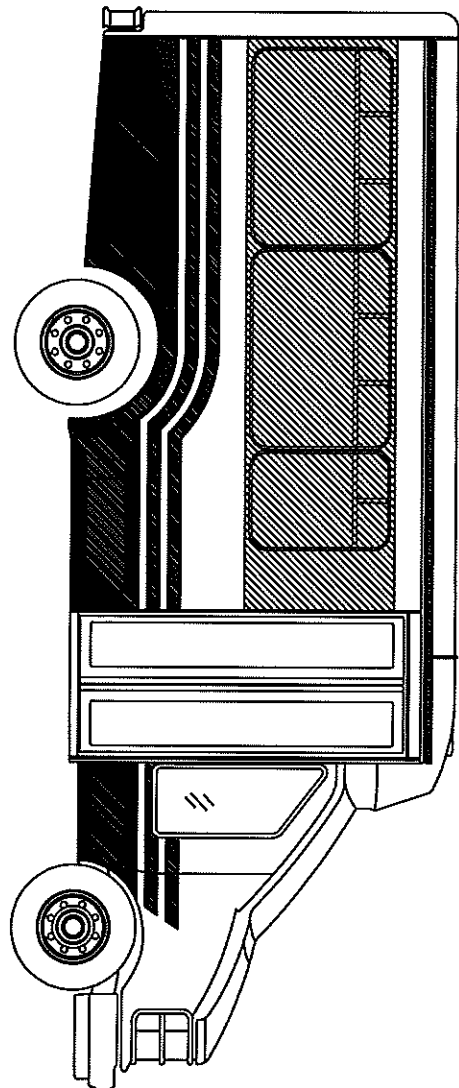
Small Cutaway Type Vehicles

PAINT SCHEMES

FVPP-08-SC-GM

6.1.0 EXTERIOR VEHICLE IDENTIFICATION

- 6.1.1** This contract is providing three different exterior vehicle stripping schemes for pricing by the manufacturer.
- 6.1.2** Individual corporate logos, agency name in specific size block lettering, full and partial body wrapping, or other vehicle identification requested by the Purchaser will be negotiated separately between the Purchaser and the Dealer outside of the FVPP contract, but noted and included in the final Purchase Order specifications and pricing.
- 6.1.3** FDOT assigns a specific number to each vehicle purchased using its Capital funding sources. The identification is to be displayed as **FDOT #00000** in Helvetica Medium two inch lettering/numbering. The identification will be displayed on the rear of the vehicle at a location to be described in the communications identifying the number.



General Description

PAINI SCHEMATIC I
FLORIDA DOT

Model Type:
SPORT

Wheelbase:
139

Part Number:
8003196

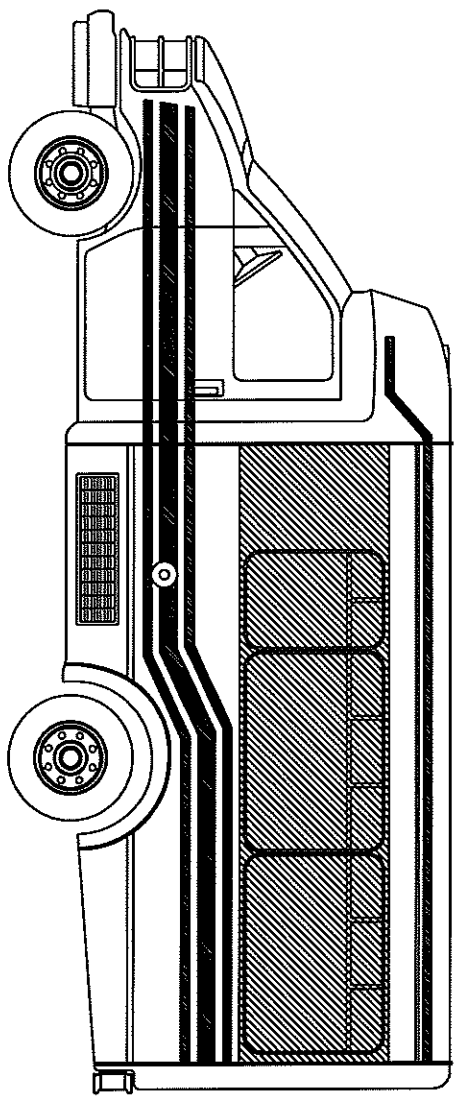
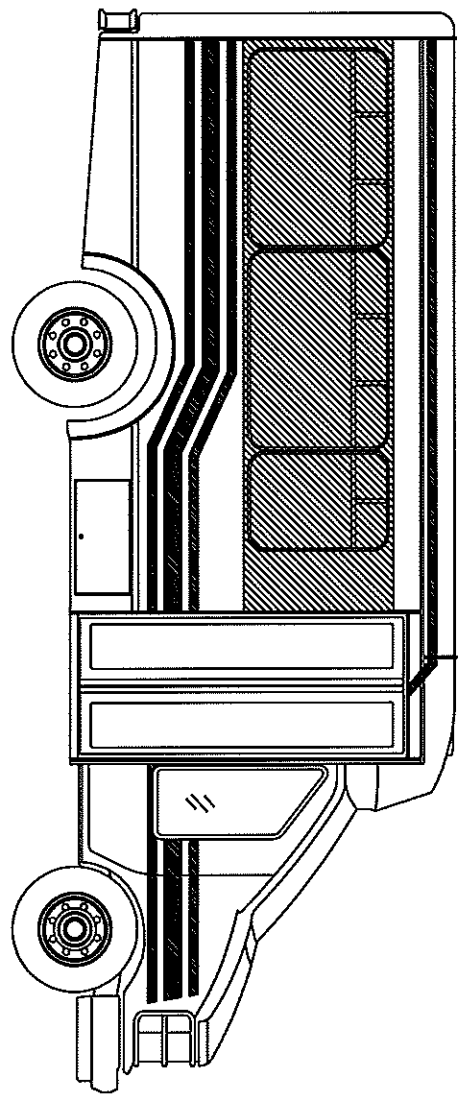
Drawing Folder:
FLOORS & ELEV

Date:
4/9/08

DRAWN BY:
V. CLINE

Rev No Revision note

Date Signature Checked



GLAVAL
BUS
 Division of Forest River Inc.

General Description

PAINT SCHEMATIC II
 FLORIDA DOT

Model Type:
SP08T

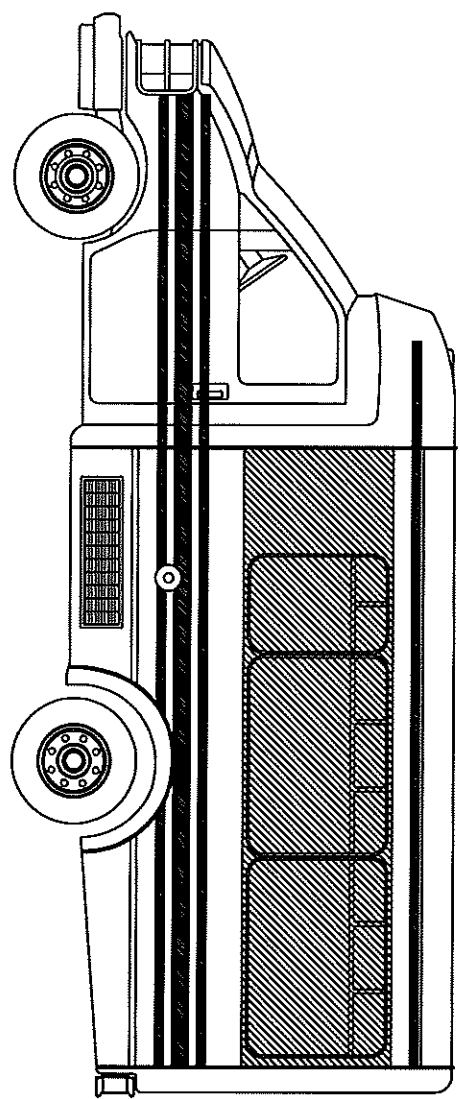
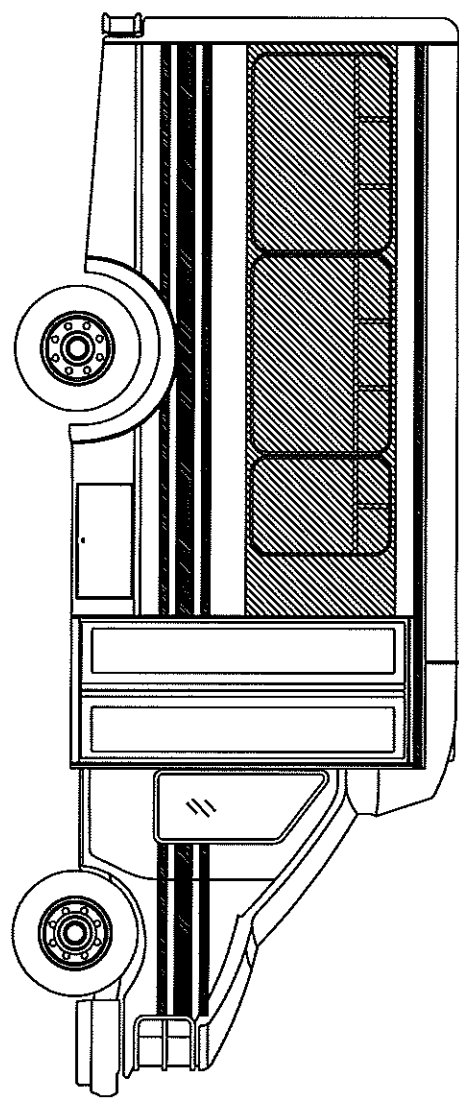
Wheelbase:
139

Part Number:
B0051196

Drawing Folder:
FL008S & ELEV

Date: 4/9/08

DRAWN BY: V. CLINE



GLAVAL
BUS
 Division of Forest River Inc.

General Description

PAINT SCHEMATIC III
 FLORIDA DOT

Model Type:
 SPDR1

Wheelbase:
 139

Part Number:
 BK05195

Drawing Folder:
 FLODRS & ELEV

Date:
 4/9/08

DRAWN BY: V. CLINE