

Contract 21-03444AB
32' Paratransit Flex Route Truck
Cut-Away Low Floor Vehicles

BUS PURCHASE CONTRACT

21-03444AB

THIS BUS PURCHASE CONTRACT (“Contract”) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (the “Agency”), and **Lewis Bus Group**, a corporation with a place of business at 1009 Recreation Way, North Salt Lake City, Utah 84054 (the “Contractor”)

RECITALS

WHEREAS, on September 19, 2021, UTA received competitive proposals to provide Paratransit Flex Route Cut-Away Low Floor Vehicles (the “Vehicles”), including option quantities, and all associated hardware, software, transportation, tools, training and documentation (together with the Vehicles, collectively the “Goods and Services”); according to the terms, conditions and specifications listed in the RFP, No. 21-03444AB and hereinafter the “RFP”)

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Lewis Bus Groups proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. GOOD AND SERVICES PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

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2. TERM

Subject to the provisions for termination as hereinafter provided, this Contract shall be effective with respect to the purchase of any Goods and Services (up to the aggregate number of base and option Vehicle quantities set forth in the RFP) ordered prior to March 31, 2027 (the "Term"). All warranties, indemnities and other obligations of either party with respect to the Goods and Services shall continue after the Term in accordance with the provisions of this Contract.

3. COMPENSATION AND FEES

For the initial order of 40 vehicles, the Agency agrees to pay Contractor a lump sum determined in accordance with Exhibit B. This sum includes all hardware, software, equipment, materials, labor, shipping costs, and other items necessary to supply the Goods and complete the Services in a satisfactory manner in compliance with this Contract.

The Agency (at its sole and exclusive election to be exercised in its sole discretion) may purchase up to one hundred and sixty-seven (167) additional vehicles any mix of Paratransit and Cutaway buses during the Term of this Contract. The price for option Vehicles shall be based on the prices indicated in Exhibit B (hereinafter the "Base Order Prices"). The Base Order Prices shall remain firm for any option Vehicles ordered within one hundred eighty (180) days of following the Effective Date. The price of any Vehicles ordered more than one hundred eighty (180) days following the Effective Date shall be the Base Order Price, subject to adjustment as provided in the following paragraph.

Adjustments to the Base Order Prices 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 1413, "Truck and Bus Bodies The Base Order Price will be multiplied by the positive or negative percentage change in this index.

FORMULA:

<u>Index Point Change</u>	<u>Example</u>
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	<u>137.6</u>
Index Point Change	3.5
Index Percent Change	3.5
Index Point Change	<u>137.6</u>
Divided by PPI Index: Base Award Month	.0254
Results Multiplied by 100 = Percent Change	2.54%
Base Order Price	\$50,000.00
Plus Percent Change (2.54% x \$50,000)	<u>1,270.00</u>
Revised Price for Future Order	\$51,270.00

There is no guarantee that options with respect to any Vehicles will be exercised.

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4. INCORPORATED DOCUMENTS

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 - 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 - 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 - 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

- 1. UTA Contract including all attachments
- 2. UTA Terms and Conditions
- 3. UTA Solicitation Terms
- 4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6 LAWS AND REGULATIONS

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

6. INSPECTION, DELIVERY AND TRANSFER OF TITLE

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be

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shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

7. INVOICING PROCEDURES

- a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor

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under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

8. WARRANTY OF TITLE, GOODS AND SERVICES

- a. Contractor warrants that title to all Vehicles delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Agency upon acceptance by the Agency. Contractor further warrants that upon payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Agency shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested. Contractor shall indemnify, defend, and hold the Agency harmless from and with respect to any claims, costs, fees (including attorneys' fees), liens, judgments or other losses sustained as a result of the breach of this warranty by Contractor.
- b. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- c. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- d. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- e. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- f. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not

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applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

10. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

11. INSURANCE REQUIREMENTS

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Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

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Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee’s Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Licensee and/or Licensee’s Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as

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additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from subcontractors. Utah Transit Authority must be scheduled as an additional insured on any subcontractor policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

2. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

3. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

4. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

5. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

6. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or

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penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

7. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

8. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

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21. **TERMINATION**

a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

b. **CONTRACTOR'S POST TERMINATION OBLIGATION**: Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to,

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changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
 1. The date, circumstances, and source of the change; and
 2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase

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orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:

1. Information already in the public domain.
2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
3. Information developed by or in the custody of Contractor before entering into this Contract.
4. Information developed by Contractor through its work with other clients; and
5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Jesse Rogers, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-4674.

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27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3320.

28. CONFLICT OF INTEREST

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, UT 84101
aburton@rideuta.com

If to Contractor:
Lewis Bus Group
Attn: Jason Morgan
1009 Recreation Way
North Salt Lake City, UT 84054
jason@lewisbusgroup.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

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d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's [SECOND LEVEL]/Contractor's [SECOND LEVEL]	Five calendar days
UTA's [THIRD LEVEL]/Contractor's [THIRD LEVEL]	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. COSTS AND ATTORNEY FEES.

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

33. SEVERABILITY

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. AMENDMENTS

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

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36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By _____

By _____

DocuSigned by:
Mike Bell
By _____
70E33A415BA44E6...
UTA Legal Counsel

CONTRACTOR:

DocuSigned by:
Jason Morgan
By _____
4E57323EE625401

Name Jason Morgan
Title President 3/30/2022

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Exhibit A

SECTION 6: TECHNICAL SPECIFICATIONS

GENERAL

TS 6.1 Scope

- 6.1.1 It is the intent of these minimum technical specifications to describe a top-line Paratransit vehicle, built on a truck cab chassis, built to withstand the rigors of paratransit service. These vehicles will operate in a service characterized by low engine speed and high electrical demand. Of paramount concern will be overall size, quality of air conditioning, electrical capacity, general appearance and overall reliability.
- 6.1.2 The intent is to purchase a current model year, standard production vehicle from a manufacturer with successful experience in producing the size and type specified for the application intended.
- 6.1.3 The motor vehicles furnished shall comply with the applicable Motor Vehicles Safety Standards as established by the United States Department of Transportation, State of Utah, ADA, EPA, and S.A.E. Recommended Practices.
- 6.1.4 The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate in the area, the horsepower must meet the demands of all auxiliary power equipment.
- 6.1.5 The contractor shall certify that the engine proposed shall conform to U.S. EPA regulations applicable to the model year engines proposed.
- 6.1.6 Each section requires a response from the bidder as to whether or not they comply with that particular specification. In the event that the specifications proposed by the bidder are exactly and unequivocally identical to the specifications established by the Utah Transit Authority, including brand name, the bidder should check the "NO EXCEPTIONS" box. In all other cases, and for all brand name items, the bidder is required to provide written specifications. Each line on which the information is requested (noted by the phrase "EXCEPTION") must be completed and must parallel the information provided in the specifications. Additional pages may be added, if necessary.

The terms "NO STRUCTURAL DIFFERENCES" or "WE ARE EQUAL TO YOUR PROPOSED SPECIFICATIONS" will not be permitted. It is the responsibility of Utah Transit Authority (UTA) and their representatives, not the bidder, to determine if a substitution to the specifications is "equal". Therefore, the bidder must provide detailed specifications on the substitution. This will enable UTA to make the necessary comparisons. Failure to comply may render the bid invalid for material non-compliance to UTA's published specifications.

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In the final determination made by UTA, it may be necessary for the bidder to provide a demonstrator Paratransit vehicle for UTA's inspection.

6.2 GENERAL DIMENSIONS

6.2.1	Number of Passenger Seats	10 minimum
6.2.2	Number of Wheelchair Tie-Down Stations minimum	6
6.2.3	Overall Length	327" (27ft-3 in) maximum
6.2.4	Overall Width	96" maximum
6.2.5	Overall Height	123" (10ft 10in) maximum
6.2.6	Interior Width (seat cushion level)	91" minimum
6.2.7	Interior Passenger Compartment Length - Street Side between Rear Wall and Operator Modesty Panel	204" minimum
6.2.8	Length between Wheelchair Lift and Rear Wall – Curb Side	140" minimum
6.2.9	Driver Seat Area - from Dash to Street Side Modesty Panel (must fit 95 percentile body size)	34" minimum
6.2.10	Interior Height - Measured at Aisle to no more than 18" from Side Wall	77" minimum
6.2.11	Step Height from Ground	10" minimum, 11" maximum
6.2.12	Entrance Doorstep Riser Height	8" 8.5" maximum
6.2.13	Wheelchair Door Dimensions (clearance)	44" W x 68" minimum
6.2.14	Passenger Entry Door Dimensions (clearance)	30" W x 77" H minimum
6.2.15	Wall to Wall - Front Turning Radius	31'-3" maximum
6.2.16	GVWR	14,500. minimum
6.2.17	Wheelbase	176" minimum
6.2.18	Rear Wheel Track Width (measured at center of outside dual tire)	82" minimum
6.2.19	The Paratransit vehicle shall meet or exceed the Altoona Testing requirements. The complete Altoona test report, which includes the Executive Summary, the sub-system test results, listing any and all failures and the unscheduled maintenance report must be submitted with the bid.	
6.2.20	Seating Distance from hip-to-knee shall be a minimum of 27 inches.	

6.3 ENGINE

- 6.3.1 Engine shall be a minimum
- 7.3L Gasoline V8 engine producing 350 HP and 468 lb.-ft. of torque
- Engine is to be front mounted with access from the interior/exterior of the truck cab.
- 6.3.2 Highway speed shall be governor to maximum 70 mph.
- 6.3.3 Under no condition shall interior noise level exceed 73 dBA in the driver's area.
- 6.3.4 Engine Oil Cooler: Engine shall be furnished with engine oil cooler.
- 6.3.5 Provide a full function programmable "Auxiliary idle Control Module". (fast idle)
- 6.3.6 Provide a transmission with five (5) or six (6) speeds with Tow/Haul mode

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Approved: PRPC Flextech II (Intermotive Technologies)

6.4 **TRANSMISSION**

- 6.4.1 Provide a transmission with five (5) or six (6) speeds with Tow/Haul mode.
- 6.4.2 Transmission shall be equipped with OEM fluid.
- 6.4.3 Auxiliary Transmission Oil Cooler: Provide an OEM auxiliary transmission oil cooler to maintain safe operating temperature at rated loads. The Bidder is required to certify that the automatic transmission provided is of adequate strength and capacity to perform under the frequent start-stop duty cycle anticipated. Anticipated summertime ambient temperature can be as high as 110° F at 5,000 foot altitude.

6.5 **FUEL SYSTEM**

- 6.5.1 Fuel tank(s) shall be a minimum fifty-five (55) U.S. gallon capacity internally baffled to prevent surging and rigidly supported by at least two (2) supports arranged for easy removal.
- 6.5.2 An engine mounted fuel, water, and dirt filter is required with replaceable-type elements. This must be easily accessible.
- 6.5.3 The fuel neck is to be located on the street-side of the truck.
- 6.5.4 Place a decal for the type of fuel used in the Paratransit vehicle (Unleaded) (Diesel) or (Propane).

6.6 **WINDSHIELD WIPERS**

- 6.6.1 Two (2) OEM heavy duty electric two-speed windshield wipers controlled by an intermittent or variable speed switch shall be furnished.
- 6.6.2 Windshield washer's system is to be included on the truck chassis.

6.7 **COOLING SYSTEM**

- 6.7.1 Radiator fan shall be thermostatically controlled clutch drive type so as to be effectively power driven only above the minimum efficient engine temperature. As a minimum, a heavy duty (super) engine cooling system (the highest capacity available for this model) is required. Utah's summer time ambient temperature can reach 110° F.
- 6.7.2 Radiator overflow tank shall be provided (coolant recovery kit) such that expelled coolant is saved and returned to the cooling system.
- 6.7.3 Protect to minus 30 degrees Fahrenheit (-30° F). Coolant must meet or exceed engine manufacturer specification.
- 6.7.4 Provide OEM optional up-graded silicone hose package. All added hoses and fitting supplied in assembling the unit described in these specifications shall have temperature and PSI ratings in excess of maximum operating temperatures and pressure of fluids or materials being transferred. NOT ACCEPTABLE: Plastic fittings.

6.8 **EXHAUST SYSTEM**

- 6.8.1 The vehicle shall be equipped with an exhaust system which meets United States Government noise level and exhaust emission (smoke and noxious gasses) requirements.

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6.8.2 The tail pipe shall exhaust directly to the rear street side of the body. The exhaust pipe is to protrude past the outer periphery minimum of 2" of the body behind the left rear dual wheels. This is to prevent the tailpipe from being smashed between the bumper and the road when the Paratransit vehicle goes through a deep gutter. Per govt. regulations, the exhaust system of a bus powered by a gasoline engine shall discharge to the atmosphere at or within 6 inches forward of the rearmost part of the bus.

6.8.3 Install tail pipe hanger to hold the tail pipe as high as possible. Tail pipe U-bolts are to be turned up.

6.9 **FRONT AXLE AND REAR AXLE SPECIFICATIONS**

6.9.1 Standard OEM axel ratings and gear ratios appropriate to the chassis being bid will be accepted.

6.9.2 Minimum Front Axle Specifications:

Rating @ Ground: 5000 lbs.

Type:Twin I-beam or standard IFS

Turn Angle: 53 Degree

6.9.3 Minimum Rear Axle Specifications:

Rating @ Ground 9,600 lbs.

Type: Full Floating

Rear Axle Ratio: 4.56 : 1 or 4.10 :

6.10 **SUSPENSION, SHOCKS AND FINAL DRIVE**

6.10.1 Suspension:

Springs, Front:

Type: Rating @ Ground: 5,000 lb. (incl. Stabilizer)

Springs, Rear: Type: Tapered Leaf (w/ stabilizer bar)

Rating @ Ground: 9,600 lbs.

6.10.2 OEM Gas Shock Absorbers

6.10.3 Provide a rear limited slip differential.

6.10.4 Front suspension shall be equipped with stabilizer bars.

6.10.5 The drive shaft is protected by metal guards to prevent the front end from dropping to the ground, as well as preventing any damage to the brake lines, fuel lines and exhaust system or from whipping through the floor in the event of a fracture or disconnection. We utilize a 1" x 3/16" formed strap welded to floor structure to prevent damage.

6.10.6 Provide an extra leaf in the right rear leaf spring to prevent the bus from leaning right.

6.10.7 Minimum Paratransit vehicle GVWR of minimum 14,500lb.

Approved:

- A Chevrolet Express 4500
- Ford E-450,

6.11 **BUMPERS AND STEERING**

6.11.1 The Paratransit vehicle shall be provided with front and rear bumpers. The front bumper shall be the chassis manufacturer's standard chrome bumper.

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- 6.11.2 The rear bumper shall be a Romeo Rim energy absorbing type of bumper.
- 6.11.3 Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to the chassis frame.
- 6.11.4 Provide power steering with adjustable Tilt-wheel with cruise control.
- 6.11.5 Provide air bag driver side only.

6.12 **BRAKES**

- 6.12.1 Service brakes shall be 4-wheel anti-lock disc brakes. Braking system shall be adequate for the GVWR of the truck.
- 6.12.2 Park Brake Test is: The park brake is applied, engine is at 1,000 rpm, and vehicle must not move. Any other type of parking brake test is acceptable as long as it meets the above specifications or FMVSS regulations.

6.13 **TIRES, WHEELS AND RIMS**

- 6.13.1 Paratransit vehicles shall be equipped with seven (7) tires and rims (includes spare tire) of the heaviest duty available with four (4) ventilated holes, pressed steel wheels, 16.0 diameter and 6.50 width, single front and dual rear. Successful Bidder will provide LT225/75Rx16E steel belted radial tires with "all weather" type tread design or as dictated by the agencies tire contract. Ship the mounted spare tire loose
- 6.13.2 All wheels tires (including spare) are to be interchangeable and are to be the same type and make.
- 6.13.3 Install front and rear mud flaps. Wheel well attachments (mud flaps, wheel well molding, etc.) must use stainless steel screws, stainless steel pop rivets or bolts to prevent rust. Mud flaps must cover the width of the tires
- 6.13.4 All wheel rims are to be painted on both sides of the rims in a white color to match the basic white of the Paratransit vehicle body.

6.14 **INSTRUMENTS AND CONTROLS**

Agency approved center console:

- 6.14.1 Gauges, switches and lamps provided beyond OEM:
 - A. Emergency Flasher Control Switch
 - B. Auxiliary rear Air Conditioning and Heating Switches
 - C. Mirror heat switch
 - D. Entrance door switch
 - E. Rear Heater switch
 - F. Wheelchair lift power switch
 - G. Passenger compartment lights (All interior lights, except map light for driver)
 - H. Buzzer and light for the rear utility door (If equipped)
- 6.14.2 Paratransit vehicle Power Circuits are OFF when Ignition Key is OFF:
Power for the following switches are to be "Off" when the ignition key is in the "Off position":
 - Front and rear Air Condition control (temperature, fan speed) switches
 - Rear Heater switch
 - Wheelchair lift power switch

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- Passenger compartment lights
- Buzzer and light for the rear utility door (If equipped)
- All interior lights, except map light for driver

6.14.3 Paratransit vehicle Power Circuits are ON when Ignition Key is in the OFF (Except when Battery Cable Connections are OFF):

- Head lights
- Parking Lights and Clearance Lights
- Four-way flasher
- Rear license plate light
- Pre-timer/cool down cycle for the Auxiliary Heater
- Passenger entry door switch on center console and exterior key switch for passenger entry door (Key for exterior switch will be specified by UTA)

6.14.4 Paratransit vehicle Power Circuits are OFF when Accessory Key is in the ON position:

- Front and rear Air Condition control (temperature, fan speed) switches
- Wheelchair lift power switch

6.14.5 Paratransit vehicle Power Circuits are ON when Ignition Key is in the ON position:

- Passenger compartment lights
- Buzzer and dash light for the lift
- All exterior door light switches
- All interior lights, and map light for driver
- The switched ignition solenoid for the radio power. (see Section 4.35.4)
- Front and rear Air Condition & Heater controls (temperature, fan speed) switches

6.14.6 All switches are to be within easy access of the driver area

6.14.7 No OEM AM/FM radio and must have a cover in place of the radio.

6.14.8 Provide Backup camera system to be engaged when the vehicle is shifted into reverse, and disengaged while in any other gear.

6.15 **BODY STRUCTURE**

6.15.1 The body structure shall be built as an integral unit adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads and withstand standard road vibrations.

6.15.2 The side and end framing shall be so designed and constructed that they will carry their proportion of the stresses around these openings. All posts in body side and roof sections shall be of durable steel construction securely fastened to the under-

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- frame structure so that the entire frame shall act as one unit without any movement at joints. The entire body, top, side, rear, shall be as a steel cage.
- 6.15.3 All steel shall be treated with corrosion resistance spray.
APPROVED: Spray on® Zinc-Rich Cold Galvanizing Compound for metal coating.
- 6.15.4 All interior panels and caps are to be insulated.
- 6.15.5 The entire body (section at the floor, sides, roof, and rear panel) is to be securely welded together. The entire body is to be securely welded and bolted to the cab section.
- 6.15.6 Any method of construction that is accomplished other than the level of quality as defined above will not be acceptable. The agency shall be the final judge as to whether the proposed structural construction is acceptable.
- 6.15.7 The body shall be bolted through the sub-floor structure to the chassis frame as recommended by the chassis manufacturer. Welding of any body understructure to the chassis frame will not be permitted.
- 6.15.8 All exterior panels (walls and roof) shall be aluminum, galvanized steel, or fiberglass. Exterior panels are to be riveted or bonded to the framing. If rivets are used, they shall be the solid (filled) stainless steel type. Pop rivets or sheet metal screws will not be acceptable for fastening the exterior panels. All panels shall be installed so they will shed water. That is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone.
- 6.15.9 Before or after assembling, all metal body structural parts shall be satin coated or given a thorough multiple stage anti-corrosion treatment. POR 15 (POR 15 com) anti-corrosion paint, or approved equal, shall be applied to completely cover all steel. Galvanized steel is permitted if the end cuts, drilled holes and weld area are covered with POR 15 anti-corrosion paint treatment, or approved equal.
- 6.15.10 All nuts, bolts, clips, washers, clamps and fasteners shall be stainless steel, zinc or cadmium plated. As many fasteners as possible should be stainless steel.
- 6.15.11 The entire floor shall be supported by a full jig-welded steel sub-floor, under-structure.
- 6.15.12 Sub-floor structure shall be the equivalent of 2" x 2", 13 gauge or 1 1/2" x 3" x 14 gauge steel with 24 inch centers, on 6" x 16 gauge hat sections, minimum. Sub-floor shall be securely bolted to chassis frame. All bolt holes should be sealed securely. Welding of any sub-floor structure to the chassis will not be acceptable.
- 6.15.13 The wood over the sub-floor structure shall be bolted a minimum 3/4" thick exterior grade plywood or equivalent floor structure. Any part of the wood floor not covered with undercoating shall be primed, painted and covered with steel/aluminum belly pan. Minimum 5/8" thick exterior plywood with a 14 gauge steel belly pan or 16 gauge aluminum belly pan is approved.
APPROVED: 3/4" Fiberglass Reinforced Plywood Flooring.
ACCEPTABLE: Wood floor glued and screwed to the steel floor structure, which is bolted to the chassis frame rails. Screws are spaced approximately every 8".

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- 6.15.14 The entire body frame, under structure, and body skirt, of the Paratransit vehicle is to be fully undercoated with non-flammable resin-type material, polyoleum, or equivalent, applied at the time of manufacture.
- 6.15.15 Care must be taken to be certain no water drain holes designed into the body are clogged with undercoating material.
- 6.15.16 Rear wheel housings shall be of one-piece minimum 12 gauge galvanized steel. 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. In the event that tires extend beyond the side of the vehicle, splash aprons and fenders shall be provided. Front wheel housings are to be as provided with the cutaway chassis section. Install front and rear mud flaps.
- 6.15.17 Construct the lower exterior Paratransit body skirts so that they can be replaced without replacing the entire sidewall when damaged.
- 6.15.18 Any bright metal exterior trim shall be stainless steel, or polished aluminum, or chrome plated.
- 6.15.19 The interior floor of the Paratransit vehicle shall be raised approximately nine inches (6"-9") higher than a standard floor. The raised floor shall extend from behind the driver's seat to the rear of the Paratransit vehicle (see Section 4.52, Photo 11). The purpose of the high floor is to cover the rear wheel wells. This allows wheelchair tie-down tracks to be installed the entire length of the floor. Access to the raised floor is to be by an additional step. Sloping access is not acceptable. A 6 inch raised floor height is OK provided the rear wheel well and rear wheels have sufficient clearance.
- 6.15.20 The rear of the body shall incorporate a utility door.
- 6.15.21 Provide a 12-inch wide expanded metal running board, consisting of a step platform located below the driver's door. The step should provide easy access to the driver compartment. The running board shall hold a minimum of 300 pounds without bending
- 6.15.22 Provide two-(2) tow hooks on the rear chassis frame of the vehicle.
- 6.15.23 All exterior welds on the body cage assembly are sprayed with a zinc-rich coating and all OEM chassis frame welds are coated with the OEM's standard frame coating. Exterior bolts added by the manufacturer are stainless steel.
- 6.15.24 Install one (1) Transpec, 6-way, roof vent/escape hatch, with two-(2) security cable, or equivalent

6.16 ELECTRICAL SYSTEM

- 6.16.1 The Paratransit vehicle is to be equipped with a twelve (12) volt heavy duty 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, flashers, air conditioning and heater and other accessories in constant operation.)
- 6.16.2 Provide a single alternator for use must meet a minimum rating of 240 amps.
- 6.16.3 Chassis manufacture must certify that the OEM charging system meets all vehicle electrical requirements at idle and at full throttle with all electrical components operating.

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- 6.16.4 The dual OEM batteries shall be maintenance free and installed in an easily accessible location. Both batteries are to be placed in a stainless steel battery tray under the chassis in a weather-protected battery box with an exterior door. Both batteries need to be group 31 with threaded top posts. The battery box shall be primed and painted on both sides of the box.
- 6.16.5 All wiring harnesses and cables are to be heat insulated from any hot area on the Paratransit cutaway vehicles.
- 6.16.6 All non-insulated battery cable terminals, circuit breakers and relays must be inside a protective box. Use only blade fuses in the vehicle electrical system with the exception of the battery mega fuse. APPROVED: Braun lift has a thermo circuit breaker.
- 6.16.7 Furnish a full function programmable module with a fast idle feature. This fast idle shall have an on/off switch. When the switch is "On", the fast idle shall automatically engage when the transmission is placed in the "Park" position. When placed in "Drive", "Reverse" or during service brake pedal use the fast idle is automatically shut off. The fast idle solenoid must be of a "continuous" heavy duty type.
APPROVED: An Intermotive Flex Tech II PRPC.
- 6.16.8 Wiring added by the Paratransit vehicle Contractor - All general-purpose wiring shall be silicone insulated to at least 200 degrees F. (200° F.) and shall meet SAE standards and shall be color coded and numbered. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All harness and wiring terminals shall terminate at junction terminals. All wiring and end connectors shall be of the soldered, hand, or machine-staked type. All circuits shall be protected by inline fuses. All wires added to the vehicle chassis, by the Paratransit vehicle Contractor, shall be enclosed in a plastic, flexible, split loom. The wiring diagrams shall identify the wires by color code and by number. One (1) wiring diagram per vehicle plus one (1) additional diagram shall be supplied to the Procuring Agency with the wiring diagrams.
- 6.16.9 All fuses, relays, circuit breakers, and terminals that are added to the Paratransit vehicle shall be numbered and placed in a single circuit box, easily accessible from the inside of the vehicle. All relays must be anchored by bolts and nuts or self-tapping screws.
- 6.16.10 The circuit box shall be conveniently mounted and have a secure cover preferably with a top hinged door and latches to secure the cover.
- 6.16.11 All added electrical terminals that are located in the engine compartment, under the chassis, and located where moisture may collect on the terminals, shall be sprayed with NOCO 'RED' battery corrosion preventative spray, part number NCP-2. This can be obtained from most auto parts stores (Grainger). The wire terminals and component terminals are to be sprayed with this corrosion inhibitor BEFORE they are attached to each other. Once attached, spray them again. The battery terminals must be removed and sprayed with the NOCO inhibitor. Electrical terminals located inside the Paratransit vehicle must not be sprayed with the NOCO spray.
- 6.16.12 All ground wires, (except for those ground wires inside the vehicle where it is always dry) whether they attach to a vehicle frame or a terminal junction, shall be

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- sprayed with the NOCO corrosion inhibitor. All paint and undercoating must be removed from ground points. Do not use star washers' underground terminals. Before connections are made, **all** terminals, studs, bolts, must be sprayed on all sides with NOCO. Once the connection is made, re-spray the connection. The Procuring Agency's resident inspectors will check for properly sprayed connections.
- 6.16.13 When ring terminals are used under the chassis, use non-insulated terminals and a heat-shrink with an inner sealer.
- 6.16.14 When butt connections are used under the chassis, use heat shrink with an inner sealer that must cover the butt connector. If a splice connection is made underneath the chassis, use a Weatherpack connector. Do not use any butt connectors that have been made with encapsulating heat shrink/sealer.
- 6.16.15 Any electrical terminal board or junction box must have the terminals, fuses, and circuit breakers numbered. These numbered terminals must be shown with their wires on all wiring diagrams. All wires must start or end at terminals. Do not "T" off of another wire. A few exceptions for "T" wires are on the marker lights. Cheap snap "T" wires are not permitted. Any "T" under the truck or where moisture is present must use Weatherpack weather proof "T" connections. All wires are to be "P" clamp or nylon wire tied to the frame or body structure. All nylon wire ties are to be cut flush with a panduit tool or razor blade. No sharp edges left on the wire tie end will be accepted.
- 6.16.16 Provide twelve (12) volt dual note horns and installed so as to be protected from wheel wash.
- 6.16.17 The Bidder shall provide a reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for Type B device [IE107dbb (A) and +/- 4 db with a supply voltage of 14 volts]. Reverse alarm shall be activated when the transmission is placed in reverse.
- 6.16.18 All added connectors and plugs are to be listed out in the wiring diagrams, color, size, what the wire does (clearance lights, turn signal lights, etc.) and connector pin placement. All wiring connections or splices into OEM chassis wiring are to have a picture of the location and description of the connection.
- 6.16.19 Provide a main cutoff switch and battery mega fuse from the two batteries and the rest of electrical system. The cutoff switch and battery mega fuse must be readily available in the battery box area. Mega battery fuse must be able to handle total electrical load for the vehicle.
- 6.16.20 Provide a BWD BorgWarner Jump Start Connection (P/N CE3298) and cover cap and to be installed in the engine compartment's original OEM battery location. Provide a stainless-steel mounting bracket and stainless steel fasteners for the Battery Jump Connector. A decal "Battery Jump Connector" is to be installed on the outside of the Jump Connector area. **Exact location to be determined later.**
- 6.16.21 The battery box shall be powder coated on both sides of the box. The battery box is to have four-(4) drain holes with a vent in the rear upper corner of the box.
- 6.16.22 Install a door latch on the curbside for holding top hinged battery doors when open.

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6.16.23 Provide an electrical quick disconnect plug assembly for all wires to the driver's radio console located on the curbside of the console. Provide a minimum of five-(5) spare wires for adding of components later on.

6.17 PASSENGER ENTRANCE DOOR AND UTILITY DOOR

- 6.17.1 The Paratransit vehicle shall be equipped with a minimum 1" x 1" x 11-gauge aluminum, or 16-gauge steel framed entry/exit door or T6061-T6 or T6063-T6 aircraft aluminum extrusion. The door shall have a full clear opening width of at least thirty inches (30") and a full height of at least seventy-seven inches (77").
- 6.17.2 The entry door shall be fully encompassed by a steel door surround. The complete door surround shall be a minimum 16-gauge steel and may incorporate the stepwell.
- 6.17.3 The passenger entry door shall be located on the curb side and towards the front of the vehicle. The entry door shall have safety glass.
- 6.17.4 The entry door shall be an outward opening type, electrically operated, and controlled from the driver's seat. The door must have a mechanical emergency release handle. Opening and closing of the door shall be equipped with micro switches which shut off the door motor when the door reaches full open or full closed. All entry door relays and electrical boards are to be in a water-proof box. APPROVED: A&M entry door system is acceptable and meets the above build requirements.
- 6.17.5 At the meeting edge of each door panel a 2" rubber seal shall be installed so that the edges form a tight overlapping seal when closed.
- 6.17.6 Stepwell is to be of one-piece steel construction. Stepwell is to be constructed of minimum 14 gauge galvanized or stainless steel adequately reinforced to prevent deflection.
- 6.17.7 Provide an access door to the front entrance door mechanism and cannot be attached with screws.
- 6.17.8 Provide two (2) sloping grab rails down the front entrance stepwell. (see Section 6.8, Photo 11) The front entrance stainless-steel grab rail shall be parallel to each other and a minimum of 29-inches high from top of first lower step.
- 6.17.9 Provide a vertical 1¼-inch grab rail from the destination sign area to the floor to mount a farebox by the front entrance door.
- 6.17.10 A driver's door shall be provided to the left of the driver's area. This door shall be lockable from inside or outside the vehicle.
- 6.17.11 The driver's door shall incorporate an open-able window and arm rest. Driver's entrance door is to have an inside grab handle on the window post by the left front windshield.
- 6.17.12 Provide a hinged utility door at the rear of the Paratransit vehicle. This utility door must be at least 32" wide x 53" high. The utility door must have upper and lower windows in it with minimum 840 square inches. If utility door windows are a different size, the intent is to have a large window mounted low in the door and another smaller window mounted high in the door. This is needed for increased safety due to greater visibility while backing up.-Provide standard Rear window in lieu of Utility door.

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6.17.13 This rear door shall be labeled as a "Utility Door" on both sides of the door. The Utility Door is to only open from the outside. This rear door shall NOT be labeled as an "EMERGENCY DOOR". Use a locking mechanism that secures the door at least at the top and bottom (two-point latch).

6.17.14 The Utility Door shall have a switch on the door jam that activates a red light and buzzer on the dash when the door is opened. Provide a handle which could be used to open and close the door from inside. The door handle/latch must be lockable with a key from the outside.

6.17.15 All inside manual door mechanisms are to be covered with ABS covering.

6.17.16 Provide rain water drip rails over all exterior doors with down spouts. Entrance door drip rail will extend over the full width of the entrance door and is to be large enough to keep the water from the roof dripping onto the passengers.

6.17.17 Entrance door steps:

- a. Entrance door steps must have a 10-inch deep step landing and step riser maximum of 8 1/2-inches. (See Section 6.9, Photo 11)
- b. The lowest entrance door steps need to be between 10-inches to 11.5-inches off the ground.
- c. Entrance doorsteps and upper floor landing nosing shall be covered with 2-inch yellow nose piece.
- d. Entrance doorsteps are to end on the operator landing platform.
- e. Approved: Yellow step nosing from the manufacturer of the floor covering.

6.17.18 The Edge of the passenger floor platform may be straight or at a slight angle

6.17.19 Door Locks and Ignition Keys

- a) Each Vehicle chassis purchased must have the same driver door and ignition key. (Each bus will have the different keys as Ford doesn't offer keyed alike ignitions anymore.)
- b) All Paratransit vehicle utility doors are to be keyed alike.
- c) All Paratransit vehicle wheelchair lift doors are to be keyed alike.
- d) All Paratransit vehicle radio storage doors are to be keyed alike.
- e) OEM key code to ignition ~~key FOB~~ must be given to Procuring Agency.

6.17.20 Provide an exterior curbside mounted (lower front cap sloped edge) mounted entrance door key switch. Approved: Kubota manufactured electric door key switch.

6.18 WINDOWS AND WINDSHIELD

6.18.1 The side passenger windows shall be a large transit type, as opposed to the school type. It is desired to maintain a transit type appearance, and small school windows will not be acceptable.

6.18.2 Passenger windows must be capable of opening from the top to ensure ventilation. Windows shall be a tip-in or a sliding type. Windows must provide a minimum opening area of 48 sq. in. each and/or a minimum ventilation area of 484 sq. in. total for all windows.

6.18.3 Provide a black nylon looped webbing to be mounted between each passenger window, about 3½-feet above the floor. This nylon loop must be a minimum 1½-

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inch wide, double weave, and able to support an occupant weight and wheelchair/scooter if for any reason they need to steady or support themselves. Each loop's ends are to be doubled over and sewed about 1-inch from each end before they are attached to the wall with washers. The nylon loop shall be 24-inches in circumference.

- 6.18.4 A minimum of two (2) hinged emergency exit windows must be provided on the street side of the Paratransit vehicle and two (2) emergency exit windows on the curb side of the Paratransit vehicle.

APPROVED: Single oversized 24" X 36" window per side.

- 6.18.5 Emergency exit windows must be clearly labeled (English & Spanish) and operating instructions must be clearly visible. All windows shall be designed and installed in compliance with FMVSS 217 (Bus Emergency Exit and Window Retention and Release).
- 6.18.6 All passenger area windows must be tempered or laminated safety glass. Windows are to be tinted with light transmission between 20-31%.
- 6.18.7 All window frames shall be black Flexanar (HEHR) or black Anodized coating or the equivalent. Each side window shall be a minimum of 116" perimeter dimension.
- 6.18.8 The windshield is to be a one-piece design as is provided by the OEM chassis manufacturer. Windshield shall be laminated tinted safety glass.
- 6.18.9 The driver's side window shall be the roll down type. The driver's side window shall be OEM safety glass.
- 6.18.10 Provide two (2) OEM sun visors on the interior for left and right sides of the chassis windshield.

6.19 INTERIOR MODESTY PANELS

- 6.19.1 Modesty Panels: Modesty panels must be secured to a frame support and not the headliner. Do not use speed nuts. (See Section 6.8, Photo 5)
- Operator Modesty Panel:** Install a ¼ inch tinted Plex-a-Glass shield behind the operator and the passenger compartment with a hand hold cut into it with two (2) vertical and (2) two horizontal stanchions.
 - Front Door Modesty Panel:** Install a ¼ inch tinted Plex-a-Glass shield with a hand hold cut into it with two (2) vertical and (2) two horizontal stanchions
 - Wheelchair Door Modesty Panel:** Install ¼ inch Plex-a-Glass shield with a hand hold cut into it with two (2) vertical and (2) two horizontal stanchions
 - All Modesty Panels are constructed with same material as the interior walls.
- 6.19.2 The rear wheelchair lift modesty panel is to be positioned between the wheelchair lift and in front of the first passenger bench seat. Modesty panel must completely cover the space from the floor level to the ceiling height and to the wall. This is to prevent passengers from extending their hands and arms into the wheelchair lift operating area

6.20 HEATING

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- 6.20.1 The heating system shall have at least two (2) unit type heaters, one (1) OEM heater located in the driver's dash and one (1) in the rear upper portion of the passenger area. Output of the rear passenger heater shall be at least 62,500 BTU's. The rear passenger heater needs at least three (3) **adjustable** heater outlets with at least 1300 CFM on high speed. All hoses are to be supported and protected from rubbing and chaffing. Enclose all coolant hoses so that a ruptured hose does not spray coolant into passenger compartment. Any nylon ties must be cut off smooth. In the unlikely event that the rear heater core leaks hot coolant, install a large enough drain hose from the heater-A/C cover to the exterior of the vehicle. This hose can also be used for the A/C evaporator core drain too.
- 6.20.2 The passenger compartment heater shall be located in the ceiling at the rear of the vehicle.
- 6.20.3 Both the front dash and rear ceiling passenger heater fans shall have their own fan speed position switches and be individually controlled from the instrument panel.
- 6.20.4 All electrical wires for the rear heater fans must be enclosed in split plastic loom. All exterior coolant hoses must be covered with an insulating wrap so the coolant won't lose its heat before reaching the rear heater core.
- 6.20.5 A 12-volt booster pump shall be provided to pump hot engine coolant up to the rear passenger ceiling heater. This pump shall pump a minimum of 17 gallons per minute with 7-foot head lift. Size of the wire should allow no more than a 3% voltage drop between the circuit breaker and the booster pump. Provide a booster pump that is rated as an industrial type and has a maintenance free pump motor. The ProAir In Line Booster Pump 5/8" Part No.: 50 001 702 booster pump is Approved The booster pump will operate when the rear passenger heater fan switch is turned to the "on" position. Label the switch "Rear Heater."
- 6.20.6 Provide three (3) manually operated ¼-turn ball valves. Mount one (1) valve between the engine and the and the booster pump, one (1) valve between the booster pump and the passenger heater core, and one-(1) valve between the passenger heater core and in the chassis return line from the rear heater core to engine. **(The exact location will be determined later.** (See Section 4.48, Diagram 1)
- 6.20.7 Mount the booster pump, underneath onto the lower OEM chassis frame roadside of vehicle. Always spray the terminals and connections before and after they are connected together. APPROVED: Weatherpack type connectors.
- 6.20.8 The booster pump should have enough support and insulation to keep the pump from vibrating and making noise, with a maximum of 40 dB 12-inches above the floor over the booster pump compartment inside the passenger area.
- 6.20.9 Add two electric shut off solenoids that control coolant flow when the heating system is in use. Both solenoids need to allow coolant flow when heat is called for and then stops coolant flow when the switch is turned to the "off" position. (See Section 4.48, Diagram 1)

6.21 **AIR CONDITIONING**

- 6.21.1 An air conditioning system shall be provided and shall have the capacity to maintain a constant interior temperature of 73° F. +/-3° F. at a level four (4) feet

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above the floor along the centerline of the Paratransit vehicle with an outside ambient temperature of 100° F. and a relative humidity of 80%.

- 6.21.2 The air conditioning system must be capable of lowering an inside temperature of 100° F. to 73° F. +/-3° F. within 30 minutes with all doors closed and the compressors running at 1500 RPM. The air conditioning system's capability to meet this cooling requirement must be tested by the successful Contractor on one (1) vehicle before vehicle acceptance is authorized. Testing will be conducted in a field environment or under conditions in which ambient and interior temperatures are artificially developed.
- 6.21.3 Minimum capacity of the passenger compartment air conditioning system shall be rated at 65,000 BTU. Exterior roof mount is not acceptable.
- 6.21.4 If the condenser is mounted underneath the cutaway body, it must be protected from thrown mud, slush, and stones with housing and shields. Use weather and dust proof "Exterior" condenser motors. A seal shroud must be placed between the A/C condenser and intake screen. The sealed shroud will prevent dirt and trash from being sucked directly off the road.
- 6.21.5 The skirt mounted condenser shall include a minimum of three (3) 10" axial fans. The ground wire for the condenser fan motors shall be grounded inside the vehicles' interior electrical panel. The wires and terminals have the same requirements as the wiring in Section 4.17.
- 6.21.6 All A/C Freon lines are to be checked for loose and leaking connections and from rubbing points. A/C lines need to be insulated from any heat source.
- 6.21.7 The total electrical current required by the two (OEM and Contractor) air conditioning systems in high fan speed mode shall not exceed 60 amps. All electrical cables and wires for the air conditioning are to be enclosed with plastic, split loom. Any nylon ties are to be cut off smooth.
- 6.21.8 Provide HFC-134A refrigerant for the rear passenger air conditioning system.
- 6.21.9 Provide condenser covers for winter use which includes an outside front cover and three (3) inside rear covers for the condenser fans.
- 6.21.10 A/C condenser shall be coated to repel rock salt and rock salt alternative solutions from corroding the condenser.

6.22 INTERIOR SEATING

- 6.22.1 The driver seat must be an OEM powered driver seat or an approved equal, with high back, powered lumbar support, right arm rest, and a reclining back rest. The Driver's seat must accommodate ninety-five percent (95%) of the adult population. The Driver's seat shall be cloth covered in a dark blue color or another color to be decided at a later time.
- 6.22.2 Mounting of the driver seat to the floor must be approved by the OEM seat manufacturer.
- 6.22.3 Seating shall be provided for a minimum of ten (10) seated passengers. The ten (10) passenger seats are to consist of five (5) 2-seater, side flip-fold benches. Four (4) of the five (5) seat benches shall be mounted on the curb side of the vehicle. Install one (1) seat bench against the street side rear corner of the vehicle. When folded up, the seat must not be any greater than 11-inches thick. The Freedman

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- Double BV, Child Restraint Seat (CRS), Foldaway Seat is approved (see Section 4.49, Diagram 2, 3 and 4)
- 6.22.4 The first bench seat (curbside) behind the wheelchair lift must have a 3-point shoulder/lap belt assembly and not touch the modesty panel when placed in the folded position. The Freedman model 96059 three-point seat belt flip-fold bench is approved.
- 6.22.5 All passenger seats shall be semi-contoured, pleated type or ribbed bench seats to help keep passengers from sliding off the seats. Seats are to be consistent with what is acceptable as a standard transit-quality construction. Do not provide a school bus type seat. Seat frames are to be constructed of heavy duty, minimum, 1" diameter, 16-gauge, tubing. All seat frames are to be welded. No bolts will be allowed.
- 6.22.6 All seats shall provide a minimum width of 35-inches (35"). Seat backs are to be a minimum of 37-inches (37") in height, measured from the floor to the top of the seat back.
- 6.22.7 Seat cushion depth shall be a minimum of 16-inches (16"). Each seat back shall incorporate a padded grab handle across the top of each forward-facing seat. The grab handles are to be made of integral skin urethane foam (20 lbs/sq. ft.). (see Section 6.8 Photo 5)
- 6.22.8 Seats shall be molded polyurethane foam padded and shall be constructed with removable back and bottom cushions for ease of repair and replacement. Cushions shall be removable without removing seat frames from vehicle. A maximum of two (2) seating position per cushion is acceptable. Cushions are to be covered with a medium blue heavy duty vinyl. For standardization purposes in UTA's fleet, use General T.S.V. Miler, D-257 medium blue vinyl. (This is also referred to as Miler Dark Blue #362728800 from Omnova.)
 APPROVED: The Freedman BV and AM Foldaway seat.
- 6.22.9 Hip-to-knee room shall be a minimum of 29-inches (front of back cushion to rear of the next forward-facing seat or wheelchair modesty).
- 6.22.10 Seats shall have Ultra-thin back rests for added hip-to-knee room.
- 6.22.11 Seats must meet FMVSS specifications including FMVSS 210 for seat belt application. All seats are to have retractable seat belts that are at least 64-inches long (bolt to bolt).
- 6.22.12 Automatic seat belt retractors must be attached to the rear of the seat frame and must retract to rear of the seat and must stay within the interior seating area.
- 6.22.13 Seat belts are to retract all the way into the plastic holder. Retractor plastic belt covers are not to intrude into the passenger seating area for the comfort of the seated passengers. When passengers seat belts are in use, they must automatically retract and lock into place.

6.23 **INTERIOR LIGHTING**

- 6.23.1 Interior shall be illuminated so as to provide 12 lumens per square foot over the entire normal reading position of the passenger seats and meet FTA requirements.
 APPROVED: The interior passenger compartment of mounting LED type lights. Provided with an operation of a compartment dimmer light controller at the UTA approved center dash console.

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- 6.23.2 A front door stepwell shall have two (2) LED lights on the front entrance step area and one (1) LED light & bezel above the entrance door stepwell and wired to light up when the front door is opened when the Ignition switch is in the ON position.
- 6.23.3 The entrance door light is to turn on when the door is open.
- 6.23.4 All interior lights are to turn off when the ignition switch is turned off. The only exception would be the driver's LED map light.
- 6.23.5 Interior lights (behind the driver) shall operate with an On/Off slide dimmer switch on the UTA approved center dash console.
- 6.23.6 Interior lights are to be of a dimmable LED style lighting system.
- 6.23.7 All rear interior lights shall turn "On" when front passenger door or wheelchair lift door is opened.
- 6.23.8 The inside wheelchair lift LED ceiling light must be mounted in a bezel that does not intrude into the ADA height requirements.

6.24 **EXTERIOR LIGHTING**

- 6.24.1 All exterior lights must meet all FMVSS requirements. All exterior lighting shall be LED lighting approved by FMVSS wherever possible.
- 6.24.2 OEM head lamps are required with "High" and "Low" beam positions.
- 6.24.3 All LED lights shall have a minimum warranty of seven (7) years
- 6.24.4 Provide two (2) 4-inches in diameter rear amber LED turn signal lights and two (2) 4-inches in diameter rear red LED stop/taillights in the standard chassis manufacturer placement. The turn signal and stop/taillights are to be mounted in a flush rubber grommet.
- 6.24.5 Provide two (2) additional 4-inch in diameter rear amber LED turn signal lights and two (2) 4-inch diameter rear red LED stop/taillights and shall be place above the standard chassis manufacturer turn signal lights. (See section 6.55, Photo 3). Approved: Different layouts are acceptable. Final layouts to be approved by the agency.
- 6.24.6 Provide two (2) additional front 4-inch in diameter amber LED turn signal lights. These LED's shall be metal flange mounted to the front cap. These LED's are to be used in conjunction with the front cab chassis turn signal system. (See Section 6.55, Photo 4). Final layouts to be approved by the agency.
- 6.24.7 Provide two (2) additional amber side directional signals one on each side of the Paratransit body skirt.
- 6.24.8 Provide two (2) 4- inches in diameter and rubber grommet mounted LED back-up lights. (see Section 6.55, Photo 3)
- 6.24.9 A rear license plate light shall be provided in a license plate well or standard surface mounted license plate bracket. Rear license plate assembly must be sealed and protected from water entry.
- 6.24.10 The directional signals shall be operated by an OEM provided lever on the left side of steering column. The directional signals are to be equipped with a heavy duty electronic flasher which needs to be added to the cab chassis. The heavy duty flasher replaces the cab chassis supplied flasher.
- 6.24.11 Install one (1) wheelchair lift LED light on the exterior below the wheelchair lift door and one (1) wheelchair lift LED light on the interior, above the lift, pointing

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to the lift platform area. These lights shall be activated when the wheelchair lift doors are opened. The lights need to meet ADA requirements.

6.24.12 The power for the body manufacturer marker lights must come from a relay that is activated by the headlight switch.

6.24.13 Provide front, side, and rear reflector (or reflecting tape) that meet FMVSS.

6.24.14 All markers, clearances, tail/brake and turn signal lights having access to the interior of the Paratransit body shall use a flange/rubber grommet mounting.

6.25 FLOOR COVERING, INTERIOR WALLS, CEILING AND GRABRAILS

6.25.1 The Paratransit vehicle floor and steps shall be covered in dark grey color vinyl composite flooring. Do not provide any carpet. The floor covering shall be butt jointed and securely cemented to the plywood floor with a waterproof adhesive. Caulk the seams, corners, yellow step nosing and "L" track with a urethane thermoplastic sealant. Any yellow step nosing around the floor edges shall be flush with the floor covering.

APPROVED: Gerflor Tarabus Sirius NT flooring, a vinyl composite floor covering with a 12-year warranty, color Anthracite.

6.25.2 Interior panels and headliner shall be aluminum, fiberglass, Melamine, or FRP, and shall provide a smooth, decorative, durable finish that coordinates with the vehicle's interior color scheme. Panels shall be bonded, welded or riveted in place. If rivets are used, they shall be well concealed. Cheap, flimsy ABS plastic is not acceptable. No snap screw covers are allowed on the top of screw heads on interior panels.

6.25.3 The interior wall and ceiling color shall have a light gray or light tan colored finish.

6.25.4 Insulation shall be provided to insulate from the outside ambient temperature in walls, roof, and front/rear cap areas. Adequate insulation properties shall be provided to ensure minimum heat, cold and noise penetration into the vehicle interior.

6.25.5 Insulation may be accomplished through the use of fiberglass, foam, vacuum design, or equivalent as approved.

6.25.6 All stanchions shall be 1-1/4" stainless steel and shall be securely fastened into structural members at all mounting points. Stanchions shall not be mounted to sheet metal, fiberglass, or other non-reinforced areas. These grab rails shall be securely fastened to ceiling structural supports.

6.25.7 Installed ceiling grab rails on the left and right sides of the passenger compartment ceiling. Ceiling grab rails shall be minimum 74 inches from the interior floor.

6.25.8 Provide six black nylon/rubber looped grab handles (three on each side) from the ceiling grab rails. (See Section 6.8, Photo 6) These nylon/rubber loops must be minimum 1½-inches wide, double weave, and able to support an occupant weight if for any reason they need to steady or support themselves. Each loop's ends shall fasten around and hang down the ceiling grab rails. The nylon/rubber loops shall be 24-inches in circumference.

6.26 MIRRORS - INTERIOR AND EXTERIOR

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6.26.1 Provide Curbside and Roadside exterior mirrors with Manual control, non-heated, and for 96- inch-wide vehicle with integral arm and integral convex mirror. (See Section 6.13, Photo 14 and 15) Note: Operational function for each glass MUST move within the heads individually.

Glass requirements: flat glass – 7-inches by 7 ½-inches; convex glass 6 ½-inches by 3 ½-inches.

6.26.2 Provide one-(1) interior rear-view mirrors: A 6-inch by 9-inch convex interior rear-view mirror is to be adjustable (Up/Dn, Lt/Rt). The mirror is to be mounted above the windshield. (See Section 6.13 Photo 16) Exact location will be decided later-

6.27 UTA PAINT SCHEME AND DECALS FOR INTERIOR AND EXTERIOR

6.27.1 Paint Scheme: The exterior paint shall be BASF Clear Coat. Paint samples will be provided to match the paint colors. (see Section 6.55, Photo 1, 2, 3, and 4) White (background)

- a. Red #18627 or Axalta 77406 EX
- b. Blue #576172 or Axalta 777407 EX
- c. Silver #21038

Approved: DuPont Chroma paint and PPG paint

6.27.2 UTA Logo and the word “PARATRANSIT”

A copy of UTA’s logo will be sent to the successful bidder.

- a. Place one (1) UTA logo and the word “PARATRANSIT” on front of vehicle header.

Non-reflective lettering shall be 2-1/4 inches in height.

- b. Place one (1) UTA logo on the rear of vehicle header.

Non-reflective lettering shall be 3-inches in height.

- c. Place one (1) UTA logo and the word “PARATRANSIT” on both top sides of vehicle.

Non-reflective lettering shall be 3-inches in height

- d. The word “PARATRANSIT” on both lower sides.

Non-reflective lettering

(See Section 6.55, Photo 1 2, 3 and **Exact location to be determined later.**

6.27.3 Exterior vehicle numbers: Provide 4" black numbers on the exterior in four (4) locations. Use high quality vinyl for the numbers. The numbers for these vehicles will be five digits long and provided by the agency. (See Section 6.55, Photo 1, 2, 3, and 4

- a. Place one (1) above the driver’s door
- b. Place one (1) above the passenger entry door.
- c. Place one (1) on front area.
- d. Place one (1) on rear.

Exact location will also be decided later.

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- 6.27.4 Interior vehicle numbers: Decals are to be black and four-(4) inches tall. Place one set of number decal on the interior header. **Exact location will also be decided later** (See section 6.55, photo 5)
- 6.27.5 Three (3) reflective handicap decals that are eight (8") inches high by eight (8") inches wide shall be supplied and installed. Blue background, w/white symbol.
- Place one (1) decal shall be installed on the left rear of the vehicle.
 - Place one (1) decal shall be installed on the upper right front corner of the vehicle.
 - Place one (1) decal shall be installed on the wheelchair lift door.
Exact location to be determined later (see Section 6.55, Photo 1, 2, 3, and 4)
- 6.27.6 Decal (1½-inches high by 4-inches wide). Place one UV resistant decal on the street side (and curb side if equipped with 2nd filler neck) of vehicle body above fuel door. Color: black lettering on a white background.
"Unleaded Only" or "Propane Only" or "Diesel Only" as appropriate.
- 6.27.7 Reflective Decal (12-inches in height by 18-inches wide). Place one decal on the rear, left side of vehicle body. Color: Black lettering on yellow background with a black box around the outside (see Section 6.55, Photo 3) that reads:
"THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS"
- 6.27.8 Decal English & Spanish versions (4¼-inches in height by 7-inches wide). Place one black letter decal on roadside exterior body, below wheelchair lift 'forward door' panel Exact location will be determined later.
"FARE PAYMENT REQUIRED UPON BOARDING" "DRIVER CARRIES NO CHANGE"
- 6.27.9 Decal English & Spanish versions (2½-inches in height by 21½ inches wide). Place one-(1) white letters red background decal above the inside wheelchair lift doors area. **Exact location to be determined later.**
"Watch Your Head"
- 6.27.10 Place one-(1) black letter decal A decal "" is to be installed on the outside of the Battery Jump Connector area. **Exact size and location to be determined later.**
"Battery Jump Connector"
- 6.27.11 Decal (3-inches in height by 5 inches wide). Place one black letter decal outside the battery and cutoff switch door. **Exact location to be determined later.**
"Batteries Cutoff Switch"
- 6.27.12 Decal English & Spanish (2 ½ -inches in height by 21 ½ -inches wide). Supply six-(6) non-reflective black letting decals. Place three-(3) decals on each side of the vehicle above the side windows. **Exact location to be determined later.**
"WHEELCHAIR SECUREMENT LOCATION FORWARD FACING"

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- 6.27.13 Decal English & Spanish (2 ½-inches in height by 21 1/2-inches wide). Supply one-(1) non reflective black letting decals. Place one-(1) decal on curbside of the vehicle above the first side window. **Exact location to be determined later.**
“PLEASE OFFER THESE SEATS TO ELDERLY AND PERSONS WITH DISABILITIES”
- 6.27.14 Decal English & Spanish. Supply two-(2) reflecting black letting/yellow background plastic composite panels. Place one-(1) plastic composite panel on upper step face and second on upper high rise floor front face of the vehicle. Exact location to be determined later.
“WATCH YOUR STEP”
- 6.27.15 Decal English & Spanish. Supply one-(1) non-reflective black letting decals. Place one-(1) decal above driver’s seat area of vehicle. Exact location to be determined later.
“EXACT CHANGE ONLY – DRIVER CARRIES NO CHANGE”
- 6.27.16 Decal English & Spanish. Supply one-(1) non-reflective red letting decals for FLEX coaches only. Place one-(1) decal above driver’s location. Exact location to be determined later.
“TRANSFER UPON REQUEST”
- 6.27.17 Decal English. Supply one-(1) non-reflective red letting decals. Place one-(1) decal on curbside directly out from the ¼ turn water valves. Exact location to be determined later.
“MANUAL WATER VALVES”
- 6.27.18 Decal English & Spanish. Supply one-(1) non-reflective black letting decals. Place one-(1) decal interior of coach on front driver’s overhead panel. Exact location to be determined later. **“STANDING FORWARD OF YELLOW LINE IS NOT PERMITTED WHILE VEHICLE IS IN MOTION”**
- 6.27.19 Decal English & Spanish. Supply one-(1) non-reflective red letting decals. Place one-(1) decal on emergency roof hatch. Exact location to be determined later.
“EMERGENCY EXIT”
- 6.27.20 Decal English & Spanish. Supply four-(4) non-reflective red letting decals. Place one-(1) each on upper edges of emergency egress windows. Exact location to be determined later. **“EMERGENCY EXIT”**
- 6.27.21 Decal English & Spanish. Supply eight-(8) non-reflective red letting decals. Place two-(2) each decals on each emergency window next to handle assembly. Exact location to be determined later. **“EMERGENCY EXIT PULL RED HANDLE UP PUSHING WINDOW OUT”**

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6.27.22 Decal English & Spanish. Supply one-(1) reflective black letting decals. Place one-(1) decal entrance door outer glass. Exact location to be determined later.
“CAUTION DOORS OPEN OUT”

6.28 INTERIOR STORAGE/CABINETS

- 6.28.1 Provide one (1) tall wheelchair tie down storage cabinet and upper radio box compartment that does not interfere with the wheelchair floor space. The cabinet shall be built of plywood and a covering (with clothe/carpet material) to match the interior of the vehicle. The storage cabinet and radio compartment shall be installed directly behind the driver's modesty panel on the roadside of the coach.
Exact location to be provided during installations. See Section 6.8, Photo 10
- 6.28.2 The cabinet size shall be a minimum of 67 ¼ -inches high by 17 ½ -inches wide by 22-inches deep (outside dimensions). See Section 6.8, Diagram 9, 10, and 11
- 6.28.3 Provide two exterior cabinet doors. The two-(2) cabinet doors shall have a full length stainless steel piano hinge.
- 6.28.4 The top of the cabinet shall be secured to the solid part of the wall or to the “L track” with two (2) upper brackets.
- 6.28.5 The wheelchair tie down storage cabinet and radio compartment requirements:
- a. Exterior ¾ inch plywood
 - b. Provide four shelves in the storage cabinet.
 1. Interior shelving shall be 5/8 inch plywood.
 2. The three lower storage cabinet shelves are to be stationary.
 3. The top radio box shelf shall be slide in and out with a locking latch.
 4. Wheelchair tie down door is to have a 1-inch by 1-inch metal tubing to keep the door from warping.
 - c. The storage cabinet compartment shall have eight (8) wheelchair tie-down holders on three stationary shelves for wheelchair tie downs, lap and shoulder belts. Sections of floor L-track are to be used to secure the tie downs to the shelves.
 - d. Place two 3 inch holes on the upper radio box right side for radio wiring and harnesses. **Exact location to be determined later.**
 - e. All sides and shelves of the storage cabinet and upper radio compartment are to be covered with a fabric material.
- 6.28.6 **Storage Compartment above the windshield:** Provide storage compartment with a composite fiber 3/4-inch carpeted plywood inner cabinet, with two thumb screws latches above the windshield with a minimum size of 14-inches high by 33 1/2-inches wide by 9 ½ -inches deep.
- 6.28.7 **UTA Sign Notice Holder:** A two-piece, clear Plex-a-Glass, 18½-inches by 12½-inches wide by 1/8 inch thick with a cut in slot that is 4-inches high by 3/4-inches wide Spacing between the two pieces of Plex-a-Glass shall be approximately 1/8-inch (two 1/4-inch flat washers). (see Section 6.10, Diagram 12 and Photo 12)

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6.28.8 **UTA Cardholder:** Provide 20 gauge, black power coated stainless steel holder to hold vehicle information and install on the exterior of the storage cabinet. (see Section 6.10, Diagram 13 and Photo 13) **Exact location to be determined later.**

6.28.9 Provide a walker restraint system fastened to the interior wall such as the q'straint Q-3009 or similar.

6.29 **WHEELCHAIR LIFT DOOR SPECIFICATIONS**

6.29.1 The wheelchair lift location shall be on the curb side of the vehicle between the front and rear axle.

6.29.2 The vehicle shall have two (2) individual wheelchair lift doors with vertical stainless steel hinges with windows in each doors, and opening outward from the vehicle. The doors are to be held open with a gas struts system. The lift door handle must be lockable from the outside. All lift door keys are to be the same on all vehicles. Provide door hinges and door latches that will last the life of the vehicle. (Cracking or breaking of doors, panels, hinges, hinge mounts, gas strut mounts, and/or mechanical spring mounts is not acceptable.)

6.29.3 Minimum wheelchair door dimensions shall be 42" wide by 68" high or meets ADA requirements.

6.29.4 Wheelchair lift and utility doors are to have door stops to keep the gas door strut from bending and breaking.

6.29.5 Drip rail over wheelchair door area is to be large enough, with a down spout to keep the water from the roof dropping down onto the passengers.

6.29.6 Wheelchair lift outside LED light shall be flush (rubber grommet) mount and must meet ADA requirements.

6.29.7 Rear wheelchair lift door is to open wide enough for the operator to stand next to the wheelchair lift when operating the lift. Open supports to be 'T' latch bar equipped.

6.30 **WHEELCHAIR LIFT**

6.30.1 All wheelchair lifts must meet all requirements of FMVSS and ADA. The complete wheelchair lift unit shall be fully-automatic, including folding of platform, and be electro-hydraulic powered with a working load capacity of 1,000 lbs. and shall be totally self-contained and installed without modifications to the vehicle body or frame. The hydraulic control box and pendant assembly shall be located behind the wheelchair lift (Rearmost part of the bus). APPROVED: Braun NCL1000FIB3454-2 wheelchair lift or equivalent.

6.30.2 The attachment of the wheelchair lift assembly to the vehicle shall allow easy removal and be readily accessible for repair and maintenance.

6.30.3 The wheelchair lift shall have a bridge plate designed for a smooth transition (no gaps) from the vehicle floor level to the lift platform level when the platform is in the raised loading position.

6.30.4 A non-skid surface shall be applied to the bridge plate.

6.30.5 The installation of the wheelchair lift assembly shall not cause excessive unbalanced loading of the vehicle.

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- 6.30.6 The overall depth of the lift assembly in the stored position inside the vehicle shall not exceed nineteen inches (19") when measured at the floor level from the lift entry doors.
- 6.30.7 The lift platform shall have a usable width of not less than 34-inches (34") and a usable length of not less than 54-inches (54"). The lift shall have dual handrails and a passenger interlock/restraint belt.
- 6.30.8 The wheelchair lift shall be of box-frame construction. The box-frame design is to provide the lift system rigidity without depending upon the vehicle body for strength or alignment.

6.31 WHEELCHAIR LIFT CONTROL, ELECTRICAL CIRCUITS AND WIRING

- 6.31.1 Lift Control System - The complete wheelchair lift assembly shall operate from the vehicles electrical system and shall have one (1) weather resistance lift control box. The control switch on the lift control box shall have permanently attached label plates identifying their functions.
APPROVED: In lieu of providing a pendant mounting clip on the wheelchair door, the agency accepts that the lift has a built-in mounting position on the uprights designed specifically to hold the pendant control box.
- 6.31.2 Electrical Circuits and Wiring - The power to the lift electrical system shall be controlled through an ON/OFF master switch located on the vehicle's driver's dash or console.
- 6.31.3 The transmission lever and parking brake shall be set before the master (dash) wheelchair switch can be activated. When the "ON/OFF" dash switch is placed in the "ON" position, the switch shall activate a continuous duty electric solenoid that connects the lift electrical system to the vehicle electrical system. Provide interior and exterior wheelchair lift lights that are controlled by a push button on the front lift door. Lights on and around the wheelchair lift shall activate automatically when the lift is powered up, in lieu of a push button on the front lift door.
- 6.31.4 In the event of vehicle power failure, the lift system shall be equipped with a manual hydraulic hand pump override, a manual lift platform fold-out override, and a manual bleed down to ground valve. The manual override system shall provide a complete operation of the lift without electrical power supply. The manual override hydraulic pump and bleed down valve are to be located inside the vehicle. A detachable hand lever to operate the system is to be stored next to the hand pump. The manual pump shall have the capacity to raise the lift platform from ground to the vehicle loading position, with 1,000 lbs. or greater, evenly distributed over the platform. The bleed down valve shall have a protective device called a flow compensator valve that will limit the maximum descent speed.
- 6.31.5 In addition, the wheelchair lift power cord shall be protected by a circuit breaker. The electrical power cord from the battery to the lift shall be covered with plastic, split loom to protect the cord from outside elements and sharp corners.
- 6.31.6 Install a "door ajar" micro switch on the wheelchair lift door panel that "opens first".

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- 6.31.7 The transmission lever and park brake cannot be moved out of parked position when wheelchair lift switch is activated.
- 6.31.8 Wheelchair lift buzzer shall turn off when wheelchair lift is in use.
- 6.31.9 The wheelchair lift must have an interlock system when the wheelchair lift is in use and must meet FMVSS specifications.
- 6.31.10A safety belt restraint must be provided on the wheelchair lift platform when lifting passengers.

6.32 WHEELCHAIR TIE-DOWNS

6.32.1 Wheelchair Securement:

- Securement device shall meet all local, state and federal standards and must be ADA compliant.
- The restraint system shall be of the retractor type and comply with the ADA, SAEJ2249 and ISO 10542.
- The floor "L" track will be flange 6000 "L" track (P/N: Q5-6100FPD).
- The upper wall "L" track will be 6000 "L" track.
- Wall L-track IS NOT to be installed over interior window framing or moldings. Must be mounted and secured flat to the wall
- Securing retractors shall be **Automatic SELF LOCKING AND SELF-TENSIONING**. All six-(6) retractors shall be the same in design, size and shape to avoid confusion in placement and be **interchangeable**.
- Retractors **DO NOT** require knobs for tightening. That will be done through the **Automatic SELF-LOCKING, SELF-TENSIONING** feature. If knobs are part of the retractor they must be metal, hard dual knobs (to prevent cracking) but never have to be touched by the vehicle operator for the system to lock.
- Retractors shall have "J" style speed hooks for attachment to the wheelchair or mobility device.
- **The retractors and belts shall include a warranty card for traceability.**
- Retractor shall be under a **limited warranty for a period of not less than two (2) years**.
- The outer casing or housing shall be made of a hard durable metal.
- Retractor housing shall allow for easy access to internal components for servicing or maintenance.
- Retractor shall have the ability to swivel in order to more easily accommodate either the smaller or larger wheelchair.
- Retractors shall be able to sit at an angle between 30-60 degrees to chair from the floor.
- The Q'Straint QRT MAX system with Positive Lock Indicator meets the above specifications. Provide three (3) videos to show how to use the wheelchair tie downs and shoulder belts.

APPROVED: Q'Straint QRT MAX systems with Positive Lock Indicator meets the above specifications with 6000 'L' track.

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6.32.2 Wheelchair floor “L” tracks shall have spacing as indicated in Section 4.48. Diagram 2. The floor “L” track holes must line up when the tracks are spliced/butted together. The fasteners that mount the ‘L’ track to the floor must be corrosion resistance, vandal resistant, self-tapping into the steel plate and counter sunk.

APPROVED: Allen head TEX screws to hold the ‘L’ track into the floor.

6.32.3 Wheelchair Occupant Restraints (wheelchair tie downs, seat and lap belts)

- Provide six-(6) sets of wheelchair floor securement tie downs for each paratransit cutaway vehicle
- A set of wheelchair floor securement tie downs shall include four-(4) wheelchair tie downs with anchor feet for “L” track.
- Provide an adjustable and retractable lap/shoulder belt combo with connector brackets for each wheelchair position.
- Provide an adjustable shoulder belt with connector brackets that shall be a minimum of 100 inches long with one (1) anchor to connect to the “L” track on the floor.
See section 6.14 Photo 20
- Provide a shoulder belt height adjuster with anchor on the “L” track mounted above the passenger window, for proper height adjustment.
- Provide an Emergency Locking Retractor.
- All occupant restraints and wheelchair restraints that attach to the “L” track shall have “quick-release” anchor feet attachments.
- Provide a continuous "L" track above the passenger windows, from the extreme rear to the front, on both sides of the vehicle, for anchoring occupant restraints. Bolting occupant restraints to the wall is not allowed. Provide a short "L" track in the ceiling for the occupant restraint next to the wheelchair lift.

APPROVED: The Q'Straint Kit (QRT MAX system with Positive Lock Indicator) meets the above specifications.

6.32.4 Provide two (2) extra wheelchair lap belt extensions per vehicle with adjuster to accommodate a variety of passenger sizes.

APPROVED: Seat belt extensions P/N: Q5-6340-12.

6.32.5 Provide six (6) webbing loops to be used with tie-downs where hooks cannot be fitted around the wheelchair frame.

APPROVED: Webbing loops P/N: Q5-7580

6.33 MISCELLANEOUS

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- 6.33.1 There shall be no sharp corners inside or outside on the unit that will cause injury to passengers. All corners that can cause injury shall be slightly rounded and filed smooth.
- 6.33.2 Welds shall be relatively free of slag inclusions and undercut. Fillet welds size shall be equal to the thickness of the joined parts.
- 6.33.3 All material installed shall be new and free of rust.
- 6.33.4 No wires shall be visible on the exterior or interior of the unit.
- 6.33.5 The body shall be free of all cracks, dents, and defects due to metal fatigue or physical damage.
- 6.33.6 All switches shall be permanently labeled. Dyno stick-on labels are not acceptable.
- 6.33.7 All units shall be thoroughly cleaned and weather sealed prior to delivery.
- 6.33.8 The Procuring Agency will only accept the installation of new and unused components and parts and models in current production.
- 6.33.9 The Procuring Agency shall approve the routing of any wiring, coolant hoses and A/C lines installed by the Contractor. Any wires or components that are connected into the OEM chassis wiring system must be documented in the required wiring diagrams along with photos showing the location of the electrical connections.
- 6.33.10 Provide the Contractor's component part numbers and if applicable, the vendor part numbers of all the components installed by the Contractor.
- 6.33.11 Ship loose the registration holder.
- 6.33.12 Provide two (2) sun visors on the interior for left and right sides of the vehicle.
- 6.33.13 Install a coat hook behind and to the rear of the driver. **Exact location to be determined later.**

6.34 **RADIO REQUIREMENTS**

- 6.34.1 Attach radio display console housing onto the engine interior access cover mounting studs. The current drawings and illustrations can be provided upon request by bidder. (Drawings can be modified to fit any or all other OEM attachments).
- 6.34.2 Radio display console housing is to have a side cover, an electrical quick disconnect plug assembly and a lower floor pedestal for support. **Floor pedestal is not to be screwed or secured by any fastener to the floor.**
- 6.34.3 Antenna Configuration:
Access Boxes and Conduits
Three-(3) 5-inch spin out access panels shall be required for interior antennae access to the roof panel. Two-(2) continuous unbroken length of 1 1/2" diameter conduit should be installed from the antennae spin outs access panels to the radio box area. A pull wire shall be placed in the conduit between access panels and radio box area. These access panels shall be placed no closer together than 18-inches center to center and no closer than 6-inches to any other surface feature of the roof (i.e. hatch, seam, etc.).
*See agency for exact mounting locations.

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6.34.4 Power requirements shall be supplied and installed by **Contractor**. Heat-shrink all wire ends.

The radio box shall be equipped with power wiring as follows:

- A. Qty.1 Ground lead, 10 ga. stranded, from the main fuse box ground wire lug to the radio box area (Radio box compartment).
- B. Qty.1 12V, Battery lead, 10 ga. stranded, run from the main fuse box power lug with a inline 30 Amp blade type fuse, powered from 12 V. battery source at the cutoff switch.
- C. Qty.1 12V, Switched ignition, 14 ga. stranded, ½ Amp max, from switched ignition solenoid to the radio box area and can be shared circuit. The switched ignition solenoid shall be powered when the master ignition switch is in the “Run” position or “Accessory” position.

All three (3) leads shall be brought into the radio box compartment and left un-terminated, and labeled, approx. 20-inches long from point of access to the radio box.

6.34.5 Dash harness shall be supplied by the agency (UTA) and installed by the Contractor from the radio box to the specified dash area with 24” if of cable from the exit point, and 24” min of cable inside the radio box.

6.34.6 Three-(3) antennas will be supplied by agency, BUT installations provided by the Contractor.

6.35 **SAFETY EQUIPMENT**

6.35.1 Equip each vehicle with one (1) 5 unit first aid kit. (Ship loose)

6.35.2 One (1) seat belt emergency cutter. (Ship loose)

6.35.3 One (1) EVAC-AID (by Tie Tech, Inc., or an approved equal). (Ship loose)

6.35.4 One (1) General TCP-5LH, 3A-40BC fire extinguishers with a hose. (Ship loose)
APPROVED: Amerex 3A-40BC fire extinguishers.

6.35.5 One storage box with three (3) triangle reflectors. (Ship loose)

6.36 **DRIVE-AWAY REPORT**

6.36.1 A report shall be submitted by the drive-away, listing all incidents and unusual vehicle performance occurring during the delivery trip. Speed and operation of the vehicle en-route shall be controlled so as to prevent damage to any part of the vehicle. In the event the delivery of any vehicle is interrupted for any reason, the Contractor or drive-away, shall submit a report to the Authority describing the nature of the service or repair, and the cause and restoration required, if any, to continue the trip.

6.37 **TRUCK WATER TEST AND ROAD TEST**

6.37.1 Perform a minimum fifteen (15) minute water test to check for water leaks. Water test shall include the top, left, right, front, and rear sides.

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6.37.2 Perform a fifteen (15) mile road test. The road test shall consist of the following: right hand turns, left hand turns, bumpy road, stops, and a minimum of one (1) mile distance at 65 miles per hour. Any tolls occurred during road test are to be paid by the Contractor.

6.38 VEHICLE DOCUMENTATION

- 6.38.1 Provide verification of vehicle and axle weight when delivered to the Procuring Agency for each vehicle.
- 6.38.2 Provide vehicle chassis V.I.N., engine and transmission serial numbers for each Paratransit/cutaway vehicle built.
- 6.38.3 Provide a drive-away report for each vehicle. (See 4.40.1)
- 6.38.4 Provide all defect write up sheets on each vehicle produced by the manufacturer.
- 6.38.5 Provide front end alignment paper work for each vehicle.
- 6.38.6 Provide model and serial numbers of: wheelchair lift, auxiliary heater, A/C add-ons, and any other components that have model and serial numbers.

6.39 BID PRICE FOR OPTIONAL EQUIPMENT: Provide a separate price for FLEX/route deviation CONFIGURATION. The following applies to Pricing Schedule 0008:

- 6.39.1 Seating arrangement for 14 passengers/5 wheelchair position. (See Section 4.48, Diagram 4)
- 6.39.2 The two additional passenger bench seats are to have additional floor structure to support the bench seats and is to be of a minimum of 10 gauge mild steel.
- 6.39.3 Passenger Chime: Passenger chime system for the interior roadside and curbside walls. "STOP REQUESTED" buttons are to be installed on the underside of the flip/fold bench seats. A lighted "STOP REQUEST" sign at the front of the bus facing the passenger area is to be mounted to the ceiling. Passenger chime system must have an on/off switch on

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the UTA approved custom center dash console. (See Section 6.13, Photo 17 and 18 and Section 4.57 photo 21)

6.39.4 PA system: Provide a PA system with two (2) rear speakers, one on each side of the van interior chassis. Exact location will be determined later.

- ❖ APPROVED: 'Clever Devices'- Speakeasy II with remote microphone, momentary switch, foot switch, and with a fully populated plug.

IMPORTANT NOTE: the Speakeasy II requires a DC to DC converter. A Step 7 brand converter is approved only. The Speakeasy brand converter is NOT approved.

6.39.5 Provide an amber front destination sign. Provide a destination sign door with two thumb screws latches and door lock.

- ❖ APPROVED: TWINVISION (16X140) with night dimming sensor

6.39.6 Provide an interior rear curbside mounted amber number destination sign.

- ❖ APPROVED: TWINVISION (14X72)

6.39.7 Provide two front flanged amber LED turn signal lights

6.39.8 Provide and install black bike rack with 2 bike spaces on Route Deviation vehicle.

- ❖ APPROVED: SportWorks DL2 model has been approved.

6.39.9 Provide automatic passenger count system (APC) to be compatible with an output for a mobile data system.

- ❖ APPROVED The Urban Transit Associates APC system with Hella type sensor.

6.39.10 Additional Decal:

- a. FLEX decals – Five-(5) inches in height, white in color – reflective – total four-(4).
- b. Two-(1) reflective handicap decals that is 8-inches high by 8-inches wide shall be supplied and installed. Blue background, w/White symbol.
 - Placement for one 8"x8"(1) decal shall be installed on the forward wheel chair lift door.
- c. Two-(1) reflective handicap decals that is 8-inches high by 8-inches wide shall be supplied and installed. White background, w/Blue symbol.
 - Placement for one 8"x8"(1) decal shall be installed on the left rear of the vehicle.
- d. One-(1) reflective handicap decal shall be supplied and installed. White background, w/Blue symbol.
 - Placement for one up to 8"x8" or 6" x6" decal shall be install on the upper right front corner of the vehicle.

6.40 BID PRICE FOR OPTIONAL EQUIPMENT: Provide a separate price for the following "5310" configurations (22' and 24').

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6.40.1 **GENERAL DIMENSIONS:** for 5310 vehicles the following modifications to the base vehicle are required

6.40.1.1	Number of Passenger Seats 22'	8 minimum
6.40.1.2	Number of Passenger Seats 24'	10 minimum
6.40.1.3	Number of Wheelchair Tie-Down Stations	4 minimum
6.40.1.4	Overall Length 22'	264" (22 ft) maximum
6.40.1.5	Overall Length 24'	290 (24ft 2in) maximum
6.40.1.6	Wheelbase	138" minimum

6.40.2 **SUSPENSION, SHOCKS AND FINAL DRIVE**

6.40.2.1 Minimum 5310 vehicle GVWR of minimum 8,500lb.

Approved:

- A Chevrolet Express 3500
- Ford E-450

6.40.3 **INSTRUMENTS AND CONTROL**

6.40.3.1 OEM AM/FM radio/cd player

6.40.4 **PASSENGER ENTRANCE DOOR AND UTILITY DOOR**

6.40.4.1 Provide a hinged utility door at the rear of the Paratransit vehicle. This utility door must be at least 32" wide x 53" high. The utility door must have either one solid window, or upper and lower windows in it with minimum 840 square inches. If utility door windows are a different size, the intent is to have a large window mounted low in the door and another smaller window mounted high in the door. This is needed for increased safety due to greater visibility while backing up.-Provide standard Rear window in lieu of Utility door. Provide pricing for rear door as an alternative option Rear layout of vehicle be approved by agency.

6.40.5 Door Locks and Ignition Keys

- a. Door Locks and Ignition Keys Each VEHICLE chassis purchased must have a different driver door and ignition key.
- b. All other keys are to be distinct with regard to the vehicle

OEM key code to ignition key FOB must be given to Procuring Agency.

6.40.6 **INTERIOR SEATING**

6.40.6.1 Seating shall be provided for a minimum of eight (8) seated passengers on the 22' bus and a maximum of 14 seated passengers on the 24' bus. All passenger seats are to consist of 2-seater, side flip-fold benches. Three (3) of the seat benches shall be mounted on the curb side of the vehicle. Install the other seat bench(es) against the street side rear corner of the vehicle. When folded up, the seat must not be any greater than 11-inches thick. The Freedman Double BV, Child Restraint Seat (CRS), Foldaway Seat is approved (see Section 6.70, Diagram 2, 3 and 4)

6.40.7 **MIRRORS - INTERIOR AND EXTERIOR**

6.40.7.1 Provide OEM Curbside and Roadside exterior mirrors with Power control, heated, and for 96-inch-wide vehicle with integral arm and integral convex mirror. (See

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Section 6.12, Photo 14 and 15) Note: Operational function for each glass MUST move within the heads individually.

Glass requirements: flat glass – 7-inches by 7 ½-inches; convex glass 6 ½-inches by 3 ½-inches.

6.40.8 5310 PAINT SCHEME AND DECALS FOR INTERIOR AND EXTERIOR

6.40.8.1 Paint Scheme: The exterior paint shall be BASF Clear Coat. White (background)
APPROVED: DuPont Chroma paint and PPG paint.

6.40.8.2 No additional logos or numbers are required for any 5310 vehicles

6.40.8.3 The following Decals shall NOT be placed on any 5310 vehicles.

- “FARE PAYMENT REQUIRED UPON BOARDING”
- “DRIVER CARRIES NO CHANGE”
- “PLEASE OFFER THESE SEATS TO ELDERLY AND PERSONS WITH DISABILITIES”
-

“TRANSFER UPON REQUEST”

6.40.8.4 All other decals English & Spanish versions included in the base model shall be included on the 5310 vehicle.

6.40.9 RADIO REQUIREMENTS

6.40.9.1 5310 vehicles do not require any two-way radio equipment.

6.40.10 SAFETY EQUIPMENT Include only the following items:

6.40.10.1 Equip each vehicle with one (1) 5 unit first aid kit. (Ship loose)

6.40.10.2 One (1) seat belt emergency cutter. (Ship loose)

6.40.10.3 One (1) EVAC-AID (by Tie Tech, Inc., or an approved equal). (Ship loose)

6.40.10.4 One (1) General TCP-5LH, 3A-40BC fire extinguishers with a hose. (Ship loose)

APPROVED: Amerex 3A-40BC fire extinguishers.

6.40.10.5 One storage box with three (3) triangle reflectors. (Ship loose)

6.40.10.6 One blood borne pathogen clean up kit

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Exhibit B Pricing

VENDOR: LEWIS BUS GROUP	Project: UTA RFP 21-03444AB ParaTransit Buses accessible				
Model	Year 1 – 2022	Year 2 - 2023	Year 3 - 2024	Year 4 - 2025	Year 5 - Final order 2026
BASE BUS	112,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
FLEX BUS	134,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
5310 22' *	104,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
5310 24'	105,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
ELECTRIC	Year 1 – 2022	Year 2 - 2023	Year 3 - 2024	Year 4 - 2025	Year 5 - Final order 2026
Electric Base	286,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
Electric Flex	308,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
Electric 5310 22	277,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
Electric 5310 24	279,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
LOW FLOOR PRICES	Year 1 – 2022	Year 2 - 2023	Year 3 - 2024	Year 4 - 2025	Year 5 - Final order 2026
BASE BUS	170,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00

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FLEX BUS	192,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
5310 22' *	161,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
5310 24'	163,000.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00	PPI + Chassis Model Year change of 900.00
<p><i>* 22' Bus is priced on an E450 Chassis as E350 is no longer available at Champion/Glaval. * 22' Bus is priced on an E450 Chassis as E350 is no longer available at Champion/Glaval</i></p>					

NOTE: Chassis model year changes happen usually between August-October, this charge can be avoided if orders are placed in the right timeline, prior to model year changes. PPI increase is for the OEM Building the bus, the 900.00 chassis model year changes is strictly a pass through charge to cover Ford model year increases.