

ATTACHMENT B SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. OVERVIEW AND DEFINITIONS

The Department of Transportation, through the state of Colorado, is requesting proposals for Transit Vehicles and Related Options, Equipment and Accessories in furtherance of the NASPO ValuePoint Cooperative Purchasing Program.

II. MASTER AGREEMENT OBJECTIVES

The objective of this RFP is to obtain best value, competitive proposal requirements, and to receive collective volume purchasing by all government entities through the NASPO ValuePoint Cooperative Purchasing Program, which creates more favorable pricing than is obtainable by an individual state or local government entity.

III. MASTER AGREEMENT DELIVERABLES

- 1. Master Agreement Structure:** The solicitation and resulting Master Agreements will be structured within the four (4) categories outlined below. Electric bus line items are within each category.

Category 1 Motor Coach - A type of bus used for transporting passengers on excursions and longer-distance. Motor Coach buses often have a front door only, a luggage hold separate from the passenger cabin and can be equipped with facilities required for longer trips, including comfortable seats and a toilet. Motor Coach vehicles are typically 30-foot - 45 foot with forward facing reclining seats. These buses can be made wheelchair accessible and may also be configured for transporting prisoners.

Category 2 Trolley - A transit bus with an interior and exterior designed to look like a streetcar from the early 1900s. They typically hold 20 to 40 passengers.

Category 3 Transit - A type of bus with front and center doors, generally with a rear-mounted engine, low back seating and without luggage compartments or restroom facilities. Transit buses are typically used on a fixed route system. A 30-

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foot to 45 foot is the standard and the average life expectancy of transit bus chassis is about 12 years. Category 3 includes the following sub-categories:

- 3.1 Light Duty
- 3.2 Medium Duty
- 3.3 Heavy Duty
- 3.4 Low Floor Cutaway
- 3.5 Alternate Fuel Cutaway

Category 4 ADA Accessible Van & Minivan - Regular Van: A factory-built 12- or 15-passenger vehicle (including the driver) manufactured by Ford, GM, Chrysler, or other *OEMs. These vehicles have side passenger doors, can be retrofitted with wheelchair lifts, and must meet **ADA requirements. The usual life expectancy of vans ranges from about 125,000 to 150,000 miles.

Minivan: A factory-built vehicle between a Sport Utility Vehicle (SUV) and a van. Examples are the Dodge Caravan and Chevy Astro. They hold seven passengers, including the driver. A wheelchair minivan that has gone through an extensive after-factory conversion. The firms performing this after-factory work raise the roofs and drop the floor of the minivans.

A standard factory-built van that a specialty retrofitter has significantly altered after leaving the van maker's factory. These retrofitters remove the seats and the top half of the van. Among the features are an extended-height roof, a specific wheelchair entry door, a front entry door with a convenient, low step for ambulatory passengers, and new seating with a center aisle. The conversion van has three-across seats: two-person seats on the driver's side and one person on the other. The usual configuration is eight ambulatory seats and one wheelchair tie (8) down.

At the discretion of the Lead State, the scope of a Master Agreement resulting from this RFP may be amended at any time during its term to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in this RFP.

- 2. Menu Style Ordering:** This solicitation is designed to structure contracts that will provide Authorized Users considerable flexibility in purchasing transit vehicles and related options, equipment, and accessories. This flexibility comes from establishing an "ala carte menu" style ordering process that allows Authorized Users to build the bus they want by the addition of preferred options.

- 3. Specifications:** Each Category includes technical specifications. The specifications are NOT intended to restrict competition. Manufacturer(s)/Dealer(s) may propose their vehicles in accordance with their standard manufacturing process. Where that process varies for this specification, deviations must be submitted on the provided Request for Specification Deviation Form and Specification Deviation Certification and Compliance Form. All deviations must be documented and certified as "brand name, equivalent, or equal in performance" and must meet or exceed all FTA requirements (for FTA-compliant vehicles) and all Federal, State, and Local requirements. The lead state may, at any time during the evaluation or contract period, require the bidders to provide proof that the deviation meets the "brand name, equivalent or equal" in performance and meets FTA requirements.

The lead state will also determine whether the change is a cardinal change as defined in the current FTA Best Practices Procurement Manual (BPPM). Deviations that constitute a "Cardinal Change" will be Denied.

In the event of vehicle specification changes, including documented deviations, after the award of the contract, the Supplier shall submit those changes to the lead state. The lead state will determine if the change in the specification is within the original contract scope and could have reasonably been anticipated during the bid competition. The lead state will also determine whether the change is a cardinal change as defined in the current FTA Best Practices Procurement Manual (BPPM).

- A. **Location:** The technical specifications are provided as Exhibits in the RFP Table of Contents in this solicitation.
- B. **Specification Deviation:** Suppliers have the opportunity to submit deviations to the technical specifications. The lead state will review all deviations for "Cardinal Changes" as defined by FTA Circular 4220. 1F, Third Party Contracting Guidance

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

1. Authorized Dealers/Distributors

Only manufacturer Offerors with strong dealer networks in multiple states are asked to respond directly to this RFP and will be named on the award of the Master Agreement. The awardees of the resulting Master Agreements will be responsible for all reporting, management fees required, and the individual Participating Addendums executed. The manufacturer will offer users of this contract set discount levels, which may be sold and serviced at the dealer level. Any interested dealer is highly encouraged to connect with their manufacturer and ensure they have been named as an authorized dealer / distributor. Attachment N, Authorized Dealer Distributors by State, does list authorized dealers / distributors and will be part of the evaluation process to ensure adequate local supply is addressed as well as shipping

and delivery options.

2. Insurance

Offerors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in Master Agreement termination, or at a Participating Entity's option, result in termination of is Participating Addendum.

A. Coverage shall be written on an occurrence basis

B. Offeror / Contractor shall pay premiums on all insurance policies

3. Order Process

A. No minimum orders will be considered under this Contract.

B. Orders placed under a Master Agreement(s) resulting from this solicitation will be initiated by the Purchasing Entity. The Purchasing Entity shall be responsible for working with the Purchasing Entity's internal staff, including but not limited to a Grant Administrator, related to the usage of any grant funding for purchases through a Master Agreements from this solicitation.

C. Based on funding availability, the Contractor should develop a quote to include the base vehicle cost and any added optional features. With the quote, the Contractor should also provide a proposed weight calculation, floorplan, and build sheet.

D. A pre-production meeting may be held between the Purchasing Entity and the Contractor to finalize requirements before a purchase order and/or letter of intent is issued by the Purchasing Entity. This meeting is to ensure a complete and accurate understanding of the ordered vehicle and delivery requirements ahead of formal issuance of a purchase order or letter of intent.

E. The contractor shall advise the Purchasing Entity of any design changes, including component style or performance changes, which the applicable base model may go through after contract execution. Any design changes that will present either a price increase or deviation from originally proposed vehicle specifications shall be defined and provided in writing to Purchasing Entity for review prior to finalization of any order that would include the altered base model. Changes to the proposed base model specification that do not meet approval during the review process may result in cancellation of order. Unapproved changes may also constitute a possible Breach of Contract and subject to corrective action.

- F. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied.

4. Manufacturer Quality Assurance Program

The manufacturer shall establish and maintain an in-plant Quality Assurance Department to ensure that the vehicles manufactured under the Master Agreement resulting from this solicitation fully comply with the required specifications. Quality Assurance shall be a specifically defined department and shall be directly responsible to Contractor's top management.

- A. The Quality Assurance Department shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The Quality Assurance Department shall also control the quality of supplied articles. The Quality Assurance Department shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control systems, and acceptance/rejection of materials and manufactured articles in the production of these vehicles.
- B. The Quality Assurance Department shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- C. The Quality Assurance Department shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Purchasing Entity's In-Plant Inspector and Contract Administrator.

Inspection and test records for this Price Agreement shall be available for a minimum of three (3) years after inspection and tests are completed.

- D. The Quality Assurance Department shall detect and promptly assure correction of any deficiencies. There shall be full documentation of any deficiencies detected in the manufacturing process. Corrective actions taken to remedy these deficiencies shall be fully documented.
- E. The manufacturer shall maintain drawings and documentation that essentially describe a quality vehicle that meets all the options and required specifications of the Purchasing Entity's order. The Quality Assurance Department shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.
- F. The manufacturer shall provide and maintain the necessary gauges and other measuring and testing devices for use by the Purchasing Entity to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards

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

The manufacturer's gauges and other measuring and testing devices shall be made available for use by the Purchasing Entity's In-Plant Inspector and Contract Administrator to verify that the vehicles conform to all specification requirements. If necessary, the manufacturer's personnel shall be made to operate the devices and to verify their condition and accuracy.

- G. The manufacturer shall maintain quality control of all manufacturing material purchases.

The manufacturer shall require that each supplier maintains a quality control program for the services and supplies that it provides. The manufacturer's Quality Assurance Department shall inspect, and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials and shall be documented as such.

The manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on all vehicles manufactured under this contract.

- H. The manufacturer shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.
- I. A documentation system for final inspection and tests of the completed vehicle shall be managed by the Quality Assurance Department. It shall substantiate the overall quality of each completed vehicle.
- J. The Quality Assurance Department shall monitor the manufacturer's system for controlling nonconforming materials. The system shall include the procedures for identification, segregation, and disposition of the same.
- K. The Quality Assurance Department shall use statistical analysis, tests, and other quality control procedures when appropriate in the quality control processes.
- L. A system shall be maintained by the Quality Assurance Department for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal devices which shall

provide vehicle and/or component documentation.

- M. The Quality Assurance Department shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and tests of materials, work in progress, and completed articles.
- N. Inspection stations shall be established at the best locations for the work content and the characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body-framing completion, body prior to paint preparation, high pressure water test, coach prior to final paint touch up, coach prior to road test, vehicle after road test and after final test completion.
- i. An adequate number of trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design
 - ii. Rework or rejected identifications shall be attached to inspected articles. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable shall be plainly marked and controlled to prevent installation on the vehicles. Unusable articles shall be isolated and then scrapped.
 - iii. Inspection personnel shall record the discrepancies noted by the manufacturer or the Purchasing Entity's In- Plant Inspector during assembly. This document shall accompany the vehicle from start through final assembly. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing process, or other conditions that cause articles to be in nonconformity with the required specifications. Inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Purchasing Entity shall be contacted to approve any modification, repair, or method of correction to the extent the contract specifications are affected.
- O. The Quality Assurance Department shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Purchasing Entity's personnel and contractors.

5. Production Progress Reports

The contractor shall be required to supply the Purchasing Entity with regular

reports detailing production progress, warranty service requests, and overall sales quantity.

- A. Production Status Updates shall be compiled and submitted on a weekly basis. Updates will specify, at a minimum: Purchasing Entity name, Bus chassis VIN, manufacturer body number, current location, production stage, and timeframe for delivery. Updates shall track the progress of each vehicle through the procurement and production process from initial receipt of order through delivery to, and eventual acceptance of, each individual vehicle by the Purchasing Entity.
 - i. The Contractor must assure accuracy of the vehicle production progress and location status in order to provide a reliable timeframe for scheduling travel to the manufacturing facility for the inspection of vehicles in various stages of the production process.
 - ii. Any delays encountered throughout the production or delivery process shall be promptly communicated to the Purchasing Entity. Failure to communicate delays (or possible delays) in a timely and forthright manner may constitute a possible Breach of Contract if vehicle(s) is subsequently delivered outside of the agreed upon timeframe.
- B. Warranty Repair Summary Reports shall be compiled and submitted on a monthly basis once vehicles begin to be delivered under the Master Agreement. Reports will contain a list of recent defects reported by the Purchasing Entity as well as the associated response(s) and corrective action(s) undertaken by the Contractor during the applicable time period. Summaries will include all outstanding warranty claims and repair orders, as well as the specific vehicle and notification information.
- C. Volume and Operational Reports shall be compiled and submitted on a quarterly basis. Each Quarterly Volume Report shall include details of sales and Purchasing Entity information.

6. In-Plant Inspection

The Purchasing Entity and its Contract Administrator reserve the right to appoint an In-Plant Inspector, at any time during the manufacture of vehicles ordered under a Master Agreement resulting from this solicitation, to visit the body builder to review the progress on the vehicles and/or to conduct detailed vehicle production inspections. Contractor and/or body manufacturer shall make all production and quality assurance documents pertaining to the vehicles manufactured for this procurement available to In-Plant Inspector for review. Whenever on-site at the manufacturer's facilities, the In-Plant Inspector shall be authorized to approve pre-delivery acceptance tests and to release buses for transport to the Contractor.

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- A. An office space with a desk and internet access shall be provided to the In-Plant Inspector for the duration of their stay at the body manufacturer's facility.
- B. The presence of an In-Plant Inspector shall not relieve the manufacturer's Quality Assurance organization of its responsibility to meet all the requirements of this contract.

7. Pre-Delivery Test

Fully documented pre-delivery tests shall be conducted on each vehicle following manufacture to determine its acceptability to the Purchasing Entity. These tests shall include pre-delivery inspections and testing by the manufacturer, Contractor, In-Plant Inspector, and the Purchasing Entity and its contracted representatives. Documentation of individual vehicle inspections shall be provided at time of delivery.

- A. The manufacturer shall conduct pre-delivery acceptance tests at its plant on each vehicle following completion of manufacture and before releasing it for shipment to Contractor. These pre-delivery tests shall include visual and measured inspections, as well as testing total bus operation. The tests shall be conducted, and the results shall be documented by the manufacturer. Additional tests shall be conducted at the Contractor (Dealer)'s discretion to ensure the completed vehicles have attained the desired quality and have met the requirements defined in the Purchasing Entity's order. This additional testing shall be recorded on the appropriate test forms. ***Examples of the test forms to be used during the pre-delivery inspection process should be provided for review at the time of proposal.***
- B. Pre-delivery tests shall be scheduled and conducted with sufficient notice to be witnessed by the In-Plant Inspector, if the In-Plant Inspector is on site. The Inspector may accept or reject the test results. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each vehicle. The vehicle manufacturer's facility shall be equipped with a pit or a lift for the inspection of the underfloor equipment by In-Plant Inspector and shall be made available to In-Plant Inspector to conduct an underbody inspection immediately after the conclusion of the road test. The manufacturer shall also provide a hoist, scaffold, or elevated platform to easily and safely inspect vehicle roofs.
 - i. Release and shipment of any bus completed while the Purchasing Entity's In-Plant Inspector is present at the manufacturing facility shall require In-Plant Inspector's written authorization. Prior to offering a vehicle for release authorization, the manufacturer shall ensure that the vehicle is complete with all components such as the lift, correct number and type of seats, heating and air conditioning systems, quality paint and finish, and all optioned accessories properly installed and adjusted. The release inspection for each vehicle shall

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include a visual inspection as well as a road test to verify total vehicle operation.

- C. Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition perform as designed.
- D. Total vehicle operation shall be evaluated during road tests. The purpose of the road test is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystems that can be operated only when the vehicle is in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the tests. Observed defects shall be recorded. The vehicle shall be retested when defects are corrected, and adjustments are made. This process shall continue until defects or required adjustments are no longer detected or required. Results shall be pass/fail for these vehicle operation tests. Immediately after the road test the vehicle shall be hoisted on a lift to better identify leaks and other defects.
- E. Once the vehicle has shipped to the Contractor's facility, the dealer's service representatives shall carry out a final inspection before delivery. The Contractor shall promptly rectify any defects and/or deficiencies found during this inspection. No vehicle shall be accepted by the Purchasing Entity before this inspection and correction of defects and/or deficiencies has occurred.
- F. The Purchasing Entity reserves the right to conduct pre-delivery inspections after each vehicle arrives at the Contractor's facility in addition to inspections conducted at the manufacturing facility and by Contractor. Visual and measured inspections as well as total vehicle operation and a 15-mile road test shall be conducted by the Purchasing Entity at their discretion. A lift and location shall be made available to the Purchasing Entity inspector to conduct an underbody inspection immediately after the conclusion of the road test. Contractor shall provide a hoist, scaffold, or elevated platform for ease of safely inspecting vehicle roofs. Noted defects shall be reported to Contractor's service personnel. Issues that may be resolved while the Purchasing Entity's inspector remains on site shall be re-inspected and repairs verified. Vehicles that pass Contractor's and the Purchasing Entity inspector's pre-delivery inspections (as applicable) shall be authorized for delivery scheduling.

8. Delivery and Delay Requirements

- A. **Delivery Location.** Contractors shall be required to deliver completed vehicles anywhere within the state or territory of the Purchasing Entity, to a location designated by the Purchasing Entity, at the time of purchase order. Contractor shall make delivery to the Purchasing Entity within ten (10)

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business days of completed vehicle arriving at dealer's facility and successfully undergoing the inspection tests.

- i. Dealer shall allow for, at minimum, 48-hour advance notice when contacting the Purchasing Entity to schedule a delivery date and time.
- ii. The Purchasing Entity shall reserve the right to either pick up the vehicle at the Contractor's facility or to have the vehicle delivered to their location.

B. **Delays.** In the case of unavoidable delays caused by weather, strike, injunctions, government closures, or further circumstances determined to be beyond the control of Contractor, the timeframe for completion of delivery shall be extended a number of days equivalent to the length of the uncontrollable delay, and shall be agreed upon in writing by the Contractor and the Purchasing Entity

- A delay is unavoidable only if the delay was not reasonably expected to occur in connection with, or during the contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial, and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.
 - Delays in delivery resulting from operations, accidents, or mechanical failures encountered en route by third party contract transportation services shall be considered a cause beyond the control of Contractor, provided shipment was scheduled appropriately in advance and vehicle was ready at time of transport.
 - The contractor shall be responsible for correcting or repairing any defects or damage that may result during transport. Contractor shall notify the Purchasing Entity of any accidents or mechanical failures that may be encountered en route to delivery, and the Purchasing Entity shall reserve the right to evaluate damage and/or refuse delivery if significant damage is sustained.
- ii. The Contractor shall notify the Purchasing Entity as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

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- iii. The Contractor agrees to supply, as soon as such data is available, any reasonable proofs that are required by the Purchasing Entity to make a decision on any request for a delivery extension. The Purchasing Entity shall examine the request, and any documents supplied by the Contractor, and shall determine if the Contractor is entitled to an extension, and the duration of such extension. The Purchasing Entity shall notify the contractor of its decision in writing.
 - iv. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any clause under this provision.
- C. **Late Deliveries.** Delays in the completion of vehicle delivery beyond the delivery dates specified, either as agreed in the contract or as extended by the Purchasing Entity, may constitute a possible Breach of Contract and subject to corrective action.
- D. **Delivery Requirements.** Dealer shall deliver vehicles that are properly serviced, clean, full of fuel, and ready for service. The Purchasing Entity representatives shall inspect vehicle at time of delivery and conduct a road test to check for total vehicle operation, including braking, power, noise, alignment, vibration, and steering to verify it is free of defects and delivered with all required equipment and documentation, per the Purchasing Entity and FTA vehicle post-delivery inspection and Full Acceptance requirements. The required elements for a vehicle to pass post-delivery inspection include:
- i. Vehicle dimensions, construction, and options match original order and floorplan.
 - ii. Odometer shows less than 3,000 miles.
 - iii. Fluids are filled to proper levels.
 - iv. Engine is in proper operating condition.
 - v. All seats and seatbelts are in good condition and correct configuration.
 - vi. Tires are inflated to correct pressure.
 - vii. Components, accessories, gauges and switches, radio, cruise control, horn, mirrors, lights, windshield wipers, and all mechanical and hydraulic features are fully functional.
 - viii. Door operation, including interlock, is free from defect.
 - ix. Electrical connections are tight at batteries and fuse panel.
 - x. Exhaust height is a minimum 12 inches above the ground.
 - xi. Paint and glass condition is unblemished and in good condition.
 - xii. Bumpers are level.
 - xiii. Wheelchair Lift is properly adjusted and exhibits proper operation.
 - xiv. Heating and Cooling systems function according to specifications.
 - xv. Emergency exits, including roof hatch, open and close properly.
 - xvi. Tow Hooks are installed to rear frame of vehicle.

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- E. **Equipment Requirements.** Required equipment to be on board vehicle at time of delivery, and mounted as specified, as applicable, includes:
- i. Two (2) complete sets of keys. Each set shall include at least one key for each type of lock, such as driver's door/ignition, lift door, battery box, fuel door, storage, and entry door.
 - ii. ABC rechargeable fire extinguisher
 - iii. First Aid Kit
 - iv. Body Fluid Kit
 - v. Emergency Triangles
 - vi. Seat Belt Cutter
 - vii. Required number of Wheelchair Securement Systems
 - viii. Spare Tire
- F. **Documentation Requirements.** Required documentation to be delivered in person, or shipped to coincide with delivery of the vehicle, includes the items listed below. **Vehicle Title Documentation is to be reviewed by the Purchasing Entity for accuracy.**
- i. Dealer Invoice To include:
 - Purchasing Entity Name
 - Purchasing Entity Ship to Address
 - Purchasing Entity Master Agreement Number
 - The Purchasing Entity Master Agreement Category Number and Name
 - Purchasing Entity PO Number (as applicable)
 - Order Date
 - Ship Date (to match Bill of Sale Date)
 - Year, Make, and Model of Vehicle Sold
 - Vehicle description to include engine type, lift location, number of ambulatory seats total, number of wheelchair locations, fuel type, and GVWR
 - Purchase Price
 - ii. Vehicle Testing/Inspection Verification
 - Documentation of full front-end alignment completed in Purchasing Entity's state by Contractor
 - Water test certification completed at manufacturer plant
 - The Purchasing Entity State's certified scale weight certificate
 - The Purchasing Entity State's State Patrol/DOT inspection completion report and decal
 - CNG pressure test certification, as applicable
 - Model and S/N Manifest
 - iii. Vehicle Registration
 - 60-day temporary tags and registration

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- iv. Vehicle Title Documentation (*May be submitted up to five (5) business days after delivery*)
 - Manufacturer's Certificate of Origin (MSO) – Body
 - To include odometer disclosure and the Purchasing Entity as lienholder
 - Manufacturer's Certificate of Origin (MSO) – Chassis
 - To include odometer disclosure and the Purchasing Entity as lienholder
 - Completed Purchasing Entity State Application for Title Form
 - To include the Purchasing Entity as lienholder
 - Completed Purchasing Entity State Verification of VIN Form
 - Bill of Sale
 - Standard Sales Tax Receipt
 - v. FTA Post-Delivery Audit Documentation (*May be submitted up to five (5) business days after delivery*)
 - Post Delivery Buy America Vehicle Specific Content Breakdown
 - Includes body and subcomponent certifications
 - Post Delivery Buy America Chassis Content Breakdown
 - Post Delivery Buy America Final Assembly Certification
 - Post Delivery FMVSS Certification
 - vi. All vehicle specific manuals
 - vii. Warranty registration cards and forms may be submitted *up to five (5) business days after delivery* to allow for current mileage and delivery dates to be added. Copies of forms completed and submitted by Contractor shall be provided to the Purchasing Entity within this timeframe.
 - viii. Service policy documents and warranty claim contact information.
- G. **Delivery Acceptance.** If vehicle, equipment, or documentation package is determined to be incomplete at time of delivery, vehicle will not be Fully Accepted. Delivery date of an incomplete vehicle shall be considered delayed until such time as required repairs, equipment, or documents are provided that will complete the order, and such delays shall be subject to evaluation as defined in Delivery and Delay Requirements. Complete vehicles that are delivered within the accepted vehicle delivery timeframe, match the original order without presenting unforeseen or unwanted deviations, meet all criteria of the specifications, are delivered with all required documentation, manuals, and equipment, are clean and full of fuel, and that have passed inspection and been found to be free of defects shall be signed for by a representative of the Purchasing Entity.
- i. The contractor shall secure a signed receipt from the Purchasing Entity certifying date of delivery and odometer reading. Each

successful delivery, including date, VIN of vehicle, and odometer reading, shall be reported to the Purchasing Entity.

- ii. Delivery of vehicle shall not signify **Full Acceptance** on behalf of the Purchasing Entity. Acceptance procedures under Vehicle Full Acceptance, below.

9. Initial Vehicle Orientation Requirements

Contractor shall provide the Purchasing Entity with hands-on instruction, by a qualified and experienced employee, in the safe operation of all mechanical, electrical, and hydraulic components on the vehicle. Orientation in vehicle operations shall be made available to Operations, Maintenance, or Supervisory staff as required by the Purchasing Entity, and conducted at the time of first vehicle delivery.

- A. Orientation shall enable an operator to locate, identify, verify, and operate all accessible vehicle components and functions, including:
 - i. Engine compartment daily pre-trip inspection items such as belts, hoses, and fluid levels.
 - ii. Wheels, lug nuts, tires, and recommended pressure settings.
 - iii. Exterior lights, including head lamps, turn signals, flashers, brake lamps, and back-up alarm.
 - iv. Battery compartment, high-amp breakers, and master battery disconnect switch.
 - v. Doors, including automatic interior light activation, mobility aid lift door alarms and interlock, and entry door manual release mechanism.
 - vi. Emergency exits and associated latching mechanisms and alarms.
 - vii. OEM chassis controls, switches, gauges, and indicators, including HVAC, radio, dimmer switch, and brights.
 - viii. Electric heated mirror adjustment.
 - ix. Driver console controls, switches, gauges, and indicators, including interior lights, electric heated entry step, and voltmeter.
 - x. Fast idle and interlock system.
 - xi. Safety equipment.
 - xii. Seat operation and adjustment, including driver and foldaway, as applicable.
 - xiii. Mobility aid securement system.
 - xiv. Mobility aid (wheelchair) lift, including pendant control, manual operation, and breaker reset.
 - xv. Electrical panel, breaker identification and reset procedure.
 - xvi. Any and all installed optional equipment, including cameras and event button, stop requests, destination signs, yield to bus signals, and public address systems.
- B. Contractor's instructor shall conduct a minimum five (5) mile familiarization road test with the Purchasing Entity's designated operator.

10. Training Program Requirements

Contractor shall provide the Purchasing Entity with an approved instruction program to ensure complete working knowledge of vehicle components and installed systems. Training program shall include, but not be limited to: detailed procedures for proper operation, service, and maintenance of vehicle powertrain, chassis, heating and air conditioning, body electrical (including doors, lighting, interlock and alarm system, troubleshooting, etc.), mobility aid (wheelchair) lift, and all installed optional equipment.

- A. Specialized operations and maintenance training shall be provided to any Purchasing Entity taking delivery of vehicles equipped with kneeling air suspension and/or CNG/LPG alternate fuel conversions with required AFSS and combustible gas leak detection systems.
- B. Proposer shall provide a description of maintenance training curriculum at time of proposal. Description shall include, but not be limited to, a sample curriculum listing service areas to be addressed, details of how soon after delivery and by whom training shall be conducted, and what type of documentation or literature shall be provided to trainees in addition to required manuals.

11. Vehicle Full Acceptance

The Purchasing Entity shall conduct post-delivery testing of vehicles before **Full Acceptance**. Tests shall be completed within ten (10) business days of vehicle being signed for at delivery and shall include visual inspection and total vehicle operation. Vehicles that fail post-delivery tests are subject to non-acceptance.

- A. Per the Purchasing Entity and FTA guidelines, the Purchasing Entity shall document details of all inspections, as well as any noted defects, on the Purchasing Entity's provided test forms and shall notify the Contractor in writing of all post-delivery testing inspection results that either result of Full Acceptance or Non-Acceptance. If the inspection results in Non-Acceptance of the vehicle, the Contractor will initiate repairs following the below procedures.
 - i. The Contractor shall perform any repairs of defects documented in the Non-Acceptance paperwork within five (5) business days after receipt of written notification from the Purchasing Entity. The Purchasing Entity may elect to perform repairs in-house and be reimbursed by the Contractor at the established hourly labor rate for warranty repair. If the Purchasing Entity elects to have the Contractor perform repairs and the Contractor cannot successfully arrange to have the necessary work completed to bring vehicle up to specification compliance within an agreed upon timeframe between the Contractor and the Purchasing Entity, the Purchasing Entity may select to issue a "Letter of Rejection Form," in which case the

Contractor shall take possession of the vehicle, and may be found to be in Breach of Contract, and as such be subject to the corrective actions.

- ii. The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete required repairs. At the Purchasing Entity's option, the Contractor may be required to remove the vehicle from the Purchasing Entity's property while corrective actions are being applied. If the vehicle is removed from the Purchasing Entity's property, the Contractor's representative must diligently pursue repair procedures, and the Contractor shall assume risk of loss while the vehicle is under its control.

B. Vehicles that have passed all inspections and been delivered in accordance with all specified requirements shall be considered and the Contractor will be notified that the vehicle is Fully Accepted.

C. Full Acceptance of vehicles shall not release the Contractor or the manufacturer from liability for faulty workmanship or materials.

12. Changes in Contractor Contact

The Contractor shall notify the Contracting Officer of any changes in the company status, such as mergers, sell-offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract.

13. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

14. Warranty and After Sales Service

It is expected that all parties responding to this RFP shall meet or exceed the warranty criteria outlined in this solicitation. High value is placed on after-sale field service support and quick replacement parts availability, to include warranty service and training support programs proposed and expeditious replacement parts availability. Training is important as this new vehicle may have components unfamiliar to the Purchasers' maintenance and operating personnel. The Purchasing Entity is concerned with the type of training provided, qualifications of the instructors, and the amount of training provided.

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A. Warranty Provisions

- i. The contractor shall warrant the accepted vehicle against parts failure or malfunction due to design, construction or installation errors, defective materials or workmanship, and missing or incorrect parts. Warranty and service provisions specified this solicitation shall be required in addition to any statutory remedies or warranties imposed on Contractor or provided by body, chassis, or component manufacturer. Warranty shall be based on regular operation of the vehicle under the operating conditions prevailing in the purchasing State.
 - Proposer shall provide details of all warranties associated with vehicles offered, including those for components, subsystems, and optional equipment. Contractor shall specify warranty provider, length of warranty period, and whether time-dependent individual component warranties begin to elapse at time of installation, delivery, acceptance, or vehicle in-service date. If a minimum warranty requirement is not stated, then Contractor shall guarantee such equipment against defective materials and workmanship for a period of at least one (1) year from the date of Full Acceptance with no mileage limitation. If the manufacturer's standard warranty exceeds the minimum one (1) year warranty stated herein, then the manufacturer's standard warranty shall apply.
 - Proposer shall indicate any available extended warranty offers, covering the complete vehicle, including its components, subsystems, and optional equipment that may exceed the basic component warranties and may be provided at no cost to the Purchasing Entity.
 - Each vehicle shall be warranted and guaranteed to maintain structural and functional integrity and be free from related defects for the time periods and mileages provided in warranty.
 - Warranty service must be made available to the Purchasing Entity at multiple locations throughout the Purchasing Entity's state. The Contractor shall assist as needed in conducting and coordinating repairs within the warranty periods specified for each component and applicable warranty.
 - Contractor shall be responsible for furnishing all parts and labor required to correct defects occurring within established warranty periods at no cost to the Purchasing Entity.

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- Contractor shall identify any manufacturer's vehicle or component warranty that is structured to provide full parts and labor coverage for a limited time, and parts-only coverage after the full coverage period has expired, Contractor shall specify the length of each applicable period and extent of coverage provided by each.
 - Replacement parts provided under warranty shall be new unless the OEM specifies that a remanufactured part be supplied.
 - If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by authorized or certified technicians with the concurrence of Contractor, the subsystem shall have the unexpired warranty period of the original subsystem.
- ii. When two or more subcomponents are tied together by design to create a functional system, and those subcomponents are provided or installed by different manufacturers, Contractor shall obtain written agreements as to which party is responsible for system defects and warranty provisions. Examples of these functional groups/systems are Alternator/A/C Brackets, OEM/Air Bag Suspension, Camera/Data Systems, etc. The Purchasing Entity's Contract Administrator reserves the right to view these agreements at any time, for the duration of the contract.
- iii. Warranty shall be voided and not applicable to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way that adversely affects its performance or reliability, except insofar as such repairs were performed in accordance with Contractor provided maintenance manuals or authorized instruction, and the workmanship was in accordance with recognized standards of the industry. The warranty shall be void if the Purchasing Entity fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor provided maintenance manuals.
- iv. Warranty shall not apply to normal wear and tear of scheduled maintenance items, nor to any items furnished and installed by the Purchasing Entity, such as radios, fareboxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible.

B. Warranty Claims and Repairs

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- i. The contractor shall be responsible for resolving all warranty claims related to defects manifesting during the coverage periods specified for each complete, unmodified vehicle as presented at time of Full Acceptance. This responsibility includes scheduling, coordinating, and monitoring all warranty repairs and parts replacement until fully resolved, and applies to OEM chassis as well as body manufacturer and component vendor related warranty work. Failure to respond to, and resolve, warranty claims according to contract specifications may constitute a Breach of Contract and be subject to corrective action.
- ii. The contractor shall be the first point of contact for all maintenance issues that may be covered under warranty and shall provide a flowchart of responsibility for addressing warranty issues that arise. Contractor should provide name, phone number, email address, and location of primary Warranty Contact for each state and U.S. territory at time of proposal, as well as name, title, and contact information for that individual's immediate superior and department manager. The Purchasing Entity and the Purchasing Entity's Contract Administrator shall be notified of any change to the primary contacts or to their contact information.
 - Contractor shall be required to maintain a warranty repair tracking system. The contractor shall record reported and actionable warranty repair issues that arise after each vehicle has been delivered, and actions taken to fix these issues during the applicable vehicle and component warranty periods. The Contractor's warranty contact shall note when the Purchasing Entity reports an issue and determine warranty status within the specified timeframes. Examples of Contractor's current software or warranty claim and repair order tracking system should be provided at time of proposal.
- iii. Defects detected by the Purchasing Entity upon vehicle delivery or within the warranty periods shall be promptly reported to the Contractor. Within five (5) business days of receiving notification of a defect occurring within the applicable warranty period, Contractor shall either: A) agree that a reported defect is in fact covered by the applicable warranty, B) request further information to clarify the nature of the defect, C) dispatch a representative to inspect the questionable component or subsystem, or D) refute the claim and provide documentation of applicable manufacturer's warranty that specifically addresses the issue, is consistent with any previous warranty coverage, and satisfactorily establishes the reasons the reported defect may not be covered by the provisions of the applicable warranty.

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- If Contractor does not request clarifying information, dispatch an inspector, or refute the claim within five (5) business days of notification of defect, the Purchasing Entity reserves the right to have repairs performed by an authorized service provider and submit costs to Contractor for reimbursement.
 - If Contractor and the Purchasing Entity cannot mutually resolve status of warranty coverage and responsibility, the disputed claim shall be presented to the Purchasing Entity's Contract Administrator for review and evaluation. If no agreement is reached within ten (10) days of initial defect report, the Purchasing Entity reserves the right to have repairs performed by an authorized service provider while responsibility for the costs of repairs are being determined.
 - Refutation of a claim that is determined to be covered by the provisions of the applicable warranty may constitute a Breach of Contract and subject to corrective action.
- iv. If Purchaser requires Contractor to perform repairs of a defect covered under warranty, Contractor's representative must initiate repairs within five (5) business days after determination of warranty status. The Contractor shall arrange diagnosis and repair, notify Purchaser of arrangements, communicate with service provider the status of the repairs until they are complete, notify Purchaser that defect has been corrected, and conduct follow-ups to confirm all issues have been resolved. Purchaser shall coordinate vehicle availability with representative's service schedule and service provided must be at a level that meets or maintains manufacturer's requirements to sustain warranty coverage. After repairs are complete, Contractor shall provide Purchaser with a work order that includes vehicle identification, mileage, initial defect description, type of warranty work performed, parts replaced, number of labor hours involved, and dates of initial report and repair completion.
- Failure to initiate or satisfactorily arrange requested repairs according to contract specifications may constitute a Breach of Contract and be subject to corrective action.
- v. Warranty Repair Summary Reports shall be provided to the PURCHASING STATE'S Contract Administrator on a monthly basis. Each entry of the reports shall list, at a minimum, first date of notification, vehicle identification and mileage, name of assisting Contractor agent, details of the issue, determination of warranty status, vendors contacted for

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additional support, name of technician or authorized service provider performing repair, dates repairs were first initiated and finally completed, and how long repairs performed under authorization shall continue to be covered. Contractor's responsiveness to Purchaser warranty claims will be regularly monitored and evaluated by the PURCHASING STATE'S Contract Administrator.

- vi. Technical Service Bulletins (TSBs) and Recall Notices as regularly issued by the respective manufacturers to the Contractor shall be passed on to the PURCHASING STATE'S Contract Administrator and Purchasers with affected vehicles ordered under this Price Agreement within five (5) business days of notification. Contractor shall contact Purchasers affected by recalls and arrange a plan of remediation as applicable.

C. Fleet Wide Defects

- i. Fleet Defects shall be defined as the failure of identical items covered by the warranty, and occurring during the warranty period in a significant proportion of the vehicles delivered under the Purchasing Entity's Price Agreement. Identical defects occurring in fifty (50) percent of vehicles delivered shall be considered a "Fleet Defect." Should Purchasers or the Purchasing Entity's Contract Administrator determine the existence of such a systemic design or manufacturing defect, the Contractor and the respective component manufacturer shall, within ten (10) business days of receipt of notice of Fleet Defect, submit a plan of remediation. Upon approval of such remediation plan by the Purchasing Entity's Contract Administrator and affected Purchasers, Contractor shall implement the required design modifications, repairs, adjustments, or replacements that will correct the defect on all affected vehicles, at no cost to the Purchasing Entity. After correcting the defect, Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in any other like vehicles purchased under the Purchasing Entity's Price Agreement. The work program shall include inspection and/or correction of defective or potentially defective parts in all vehicles. The warranty on items determined to be Fleet Defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin either on the date the Fleet Defect was determined to exist, or on the repair/replacement date for corrected items.
- ii. The contractor shall inform the Purchasing Entity's Contract Administrator and affected Purchasers of any "inherent" engineering defects which arise during the life cycle of the equipment. If Contractor fails to correct identified

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defects during the life cycle of the equipment, Contractor's responsibility shall continue until such time as it takes to successfully and completely correct the defects.

- iii. Fleet Defect warranty repairs required of Contractor or its designated representative that shall be determined to be beyond the scope of its capabilities may be performed by qualified Purchasing Entity's maintenance staff or authorized service providers and shall be reimbursed by Contractor. If the nature of repairs or lack of appropriate Purchasing Entity facilities necessitates transporting defective vehicles off-site or to an Authorized Service Center for repairs to be completed, transportation costs shall also be reimbursed by the Contractor.

D. Repairs Completed by Purchaser

- i. Authorization. The contractor or the respective manufacturers may authorize the Purchasing Entity's maintenance technicians to perform warranty service. Contractors remain responsible for monitoring that the Purchasing Entity receives correct replacement parts, return shipping, and proper labor reimbursements in a timely manner.
 - If the Purchaser's staff must be "certified" by the manufacturer to perform and be reimbursed for warranty repairs, the Contractor shall provide documentation that details the qualifications required in order for the Purchasing Entity's repair facilities to become certified. If not currently available, Contractor shall document the potential for this type of infrastructure to be developed and provide a timeline for post-award implementation at time of proposal. The Purchasing Entity shall be responsible for all costs associated with becoming certified.
- ii. Parts. An authorized or certified Purchasing Entity choosing to perform warranty-covered repairs shall correct or repair defects using either Contractor specified spare parts available from its own stock or those specifically supplied by Contractor for the repair. Monthly, or at a period to be mutually agreed upon, the Purchasing Entity shall submit reports of all warranty-covered repairs to Contractor for reimbursement of parts and labor. The contractor shall provide forms for these reports.
 - Contractor supplied parts shall be shipped pre-paid to authorized Purchasing Entity's repair facility from any source selected by Contractor, the "next business day" following receipt of request for said parts. Parts replaced during warranty covered repairs that are required

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to be returned to Contractor or component manufacturer shall be supplied with return labels at no cost to the Purchasing Entity. If prepaid return labels are not provided, shipping costs for return of defective parts shall be included on monthly reports and reimbursed by Contractor. Materials shall be returned in accordance with Contractor/manufacturer's instructions.

- Reimbursement for stock parts used in warranty-covered repairs shall be at the invoice cost of the parts at the time of repair, including taxes as applicable.
- iii. Labor. Reimbursement of labor expenses incurred by the Purchasing Entity for warranty-covered repairs shall be at Contractor's standard hourly reimbursement rate. The contractor shall notify the Purchasing Entity of any changes to standard hourly labor reimbursement rate that occur over the life of the contract within five (5) business days of such rate changes.

E. After Sale Service

Service Support Network Information (required)

- i. Proposer, at the time of proposal submission, shall describe their available warranty repair service support network, to include technical assistance and repair facilities available, as well as any mobile warranty-covered repair service programs and parts distribution capability. The proposer should provide service center locations, qualifications of technical staff, and contact information.
- ii. Proposers should identify authorized service centers or authorized service providers within each state and U.S. territory.
- iii. Individual authorized service centers may be listed for multiple warranty categories. Contractor facility may be listed as a service center.
- iv. Proposers providing proposals for multiple chassis models shall list authorized service centers for each individual chassis and powertrain.
- v. Alternative Fuel model proposers shall specifically identify OEM chassis authorized service centers within the defined regions that are equipped and able to service and repair vehicles outfitted with CNG and LPG alternative fuel systems.

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- vi. Authorized service centers/providers shall be designated for applicable mobility aid lift manufacturers.
- vii. Authorized warranty repair facilities should be designated for both proposed base model climate control unit and optional roof mounted HVAC systems.
- viii. Purchasers shall be responsible for transporting vehicles to authorized service centers unless Contractor's representative or third-party authorized service provider is able to perform warranty repairs on-site.
- ix. The contractor shall retain responsibility for coordinating warranty-covered repairs and following up with Purchaser and authorized service centers and service providers to ensure all repairs are completed within the requirements of the Master Agreement.

F. Mobile Service Technicians and Support (optional)

- i. Contractors may optionally offer mobile warranty-covered repair services throughout the Purchasing Entity's state.
 - The contractor may optionally offer mobile technician on-site service. Parts and labor shall be furnished at no cost to the Purchaser for eligible repairs performed within the warranty period.
 - The optional service should provide a mobile service technician familiar with any area of the state where a vehicle could be ordered under a Master Agreement resulting from this solicitation. Mobile service technician(s) should be prepared to travel throughout the Purchasing Entity's state to perform warranty-covered repairs for Purchasers requesting assistance from Contractor. Contact information may be provided for third party contractor mobile repair services if the party is authorized to perform warranty repairs.
 - Contractor shall specify standard labor rate that shall be charged in the event component failure is determined to be due to negligence or misuse of equipment on the part of Purchaser.

G. Transportation Services for Warranty Repair (optional)

- i. Contractor may optionally offer transportation services to include pick up of vehicle requiring warranty service from Purchaser location and transport to nearest authorized service center.

- ii. Optional Transportation services offered by the Contractor may include
 - A driver to operate a road worthy vehicle and all associated costs (insurance, chase vehicles, travel expenses, etc.)
 - Towing or shipping vehicles that cannot be safely driven.
- iii. Contractor representative or contracted transportation service shall be responsible for confirming road-worthiness of a vehicle as well as for any damages that may be incurred during transport. Return service must be available to Purchasers unable to pick vehicle up from a service center once repairs are completed. Mileage rates proposed shall be the same for all instances.

H. Rental or “Loaner” Vehicle (optional)

Contractor may optionally make available the use of an interim replacement vehicle, or “loaner” bus, through a rental or loaner, to be made available to Purchasers implementing warranty repairs that place a vehicle out of service for a significant length of time. Contractor may propose unit configurations that shall be made available, a daily flat rate for rental of loaner bus, insurance and legal operating requirements, and per- mile pickup and delivery fees.

V. LEAD STATE RESPONSIBILITIES AND TASKS

1. Participating State Terms and Conditions. As a courtesy to Offerors, some Participating States’ specific Terms and Conditions are provided as Attachments (see Attachment E Participating Information) to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.
2. The Purchasing Entity shall make payment **in full** within forty-five (45) calendar days after **Full Acceptance** of a vehicle. Payment is contingent on receiving all paperwork required at the time of delivery, in addition to accepting a fully operational vehicle that meets the specification requirements. Purchases funded in part with State or Federal grant funding may result in two separate payments to the Contractor.