

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA

MAY 28, 2010 (Fourth Friday of Each Month)

CAPITOLA CITY COUNCIL CHAMBERS

420 CAPITOLA AVENUE

CAPITOLA, CA 95010

9:00 a.m. – 12:00 noon

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM OR AT METRO'S ADMINISTRATIVE OFFICES LOCATED AT 370 ENCINAL STREET, SUITE 100, SANTA CRUZ, CA

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION - 9:00 a.m.

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. Helen P. French Re: Letter of Thanks
 - b. E/D TAC Re: Senior/Disabled Discount Bus Pass Policy
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MARCH 2010
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2010
- 5-3. CONSIDERATION OF TORT CLAIMS:

DENY THE CLAIM OF KEENAN & ASSOCIATES, #10-0010
DENY THE CLAIM OF STATE FARM INSURANCE, #10-0012
- 5-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2010
- 5-5. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR MARCH 2010

- 5-6. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2010
- 5-7. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF MARCH 2010
- 5-8. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-9. RENEWAL OF AGREEMENT WITH COUNTY OF SANTA CRUZ FOR PAYROLL SERVICES
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MARCH 2010 MEETING(S)
- 5-11. NOTICE OF ACTION TAKEN IN CLOSED SESSION REGARDING SETTLEMENT IN RITA GENTRY VS. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
- 5-12. CONSIDERATION OF SCHEDULING A 45-DAY PUBLIC COMMENT PERIOD BEGINNING JUNE 1, 2010 AND A PUBLIC HEARING ON JUNE 25, 2010 IN ORDER TO OBTAIN PUBLIC INPUT REGARDING METRO'S PROPOSED ANNUAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 2.12% FOR FEDERALLY FUNDED PROCUREMENTS FOR THE FEDERAL FISCAL YEAR 2011 (FFY11)
- 5-13. CONSIDERATION OF AUTHORIZING A DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH WELLS FARGO BANK
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXTEND THE CONTRACT WITH PAT PIRAS CONSULTING FOR REVIEW OF ADA PARATRANSIT ELIGIBILITY PROCESS
- 5-15. CONSIDERATION OF AMENDING THE PURCHASE ORDER WITH WATSONVILLE CADILLAC BUICK IN AN AMOUNT NOT TO EXCEED \$30,000
- 5-16. REPORT ON INSTALLATION OF PAPER TOWEL DISPENSERS AT TRANSIT CENTER EMPLOYEE LOUNGES
- 5-17. CONSIDERATION OF ACCEPTING THE BUS RAPID TRANSIT AND REGIONAL TRANSIT COORDINATION IN MONTEREY BAY STUDY

REGULAR AGENDA

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Pirie

7. CONSIDERATION OF THE FY11 & FY12 DRAFT FINAL BUDGET
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager

8. **PUBLIC HEARING:** CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FY10 FEDERAL FUNDING ASSISTANCE THROUGH THE FTA SECTIONS 5307 AND 5340 OPERATING ASSISTANCE FUNDS
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M.

9. **PUBLIC HEARING:** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO APPLY FOR AND EXECUTE CONTRACTS RELATED TO OPERATIONAL ASSISTANCE THROUGH FEDERAL FUNDING FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S FTA SECTION 5311 FY10 RURAL OPERATING ASSISTANCE FUNDS
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
PUBLIC HEARING WILL TAKE PLACE AT 9:10 A.M.

10. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING FROM THE FEDERAL TRANSPORTATION ADMINISTRATION'S FY10 SECTION 5309 STATE OF GOOD REPAIR/BUS AND BUS FACILITIES DISCRETIONARY GRANTS PROGRAM
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager

11. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING FROM THE FEDERAL TRANSPORTATION ADMINISTRATION'S FY10 SECTION 5308 CLEAN FUELS/BUS AND BUS FACILITIES DISCRETIONARY GRANTS PROGRAM
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager

12. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR STATE FUNDING FROM THE MONTEREY BAY UNIFIED AIR POLLUTION DISTRICT'S AB2766 MOTOR VEHICLE EMISSION REDUCTION GRANTS PROGRAM
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager

13. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT GRANT APPLICATIONS AND SIGN NECESSARY AGREEMENTS FOR FUNDING THROUGH CALTRANS-ADMINISTERED GRANTS PROGRAMS
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
14. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT GRANT APPLICATIONS AND SIGN NECESSARY AGREEMENTS FOR FUNDING THROUGH THE DEPARTMENT OF TRANSPORTATION'S AND/OR FEDERAL TRANSPORTATION ADMINISTRATION'S GRANTS PROGRAMS
Presented By: Angela Aitken, Finance Manager & Acting Assistant General Manager
15. CONSIDERATION OF PROPOSED METRO FIXED ROUTE SERVICE REDUCTIONS FOR FALL 2010
Presented By: Ciro Aguirre, Operations Manager
16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH CREATIVE BUS SALES FOR THE PURCHASE OF FIVE PARATRANSIT MINI-VANS FOR AN AMOUNT NOT TO EXCEED \$231,077
Presented By: Ciro Aguirre, Operations Manager
17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH GFI GENFARE FOR THE PURCHASE OF AN UPGRADE TO THE FAREBOX SYSTEM FOR AN AMOUNT NOT TO EXCEED \$2,362,000 AND APPROVAL OF CONTRACT CHANGE ORDER PROCEDURES
Presented By: Ciro Aguirre, Operations Manager
18. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A WAIVER AND RELEASE WITH ORANGE COUNTY TRANSIT AUTHORITY FOR THE RIGHT TO ACQUIRE ONE (1) ADDITIONAL 40-FOOT LOW FLOOR CNG COACH
Presented By: Ciro Aguirre, Operations Manager
19. CONSIDERATION OF AMENDING THE NOT TO EXCEED CONTRACT AMOUNTS WITH WATSONVILLE TRANSPORTATION INC. AND SANTA CRUZ TRANSPORTATION, LLC FOR SUPPLEMENTAL PARATRANSIT SERVICES FROM \$350,000 TO \$475,000
Presented By: Ciro Aguirre, Operations Manager
20. CONSIDERATION OF CONTRACT RENEWAL WITH ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE BROKER SERVICES AND CONTINUING PARTICIPATION IN THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE
Presented By: Ciro Aguirre, Operations Manager

21. CONSIDERATION OF THE ADEQUACY OF THE SECURITY FUNDING LEVEL PROPOSED FOR INCLUSION IN THE FY11 METRO OPERATING BUDGET IN ADDRESSING THE INCREASED DRUG TRAFFIC OCCURRING AT TRANSIT CENTERS IN SANTA CRUZ AND WATSONVILLE
Presented By: Leslie R. White, General Manager
22. CONSIDERATION OF EXTENDING ROUTE #79 TO THE SANTA CRUZ COUNTY FAIRGROUNDS DURING THE 2010 FAIR AT A COST OF \$4,000.00 TO PROVIDE BOTH FIXED ROUTE AND PARACRUZ SERVICE
Presented By: Leslie R. White, General Manager
23. **ORAL ANNOUNCEMENT:** THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, JUNE 11, 2010 AT 9:00 A.M. AT SANTA CRUZ METRO'S ADMINISTRATION OFFICE, 110 VERNON ST, SANTA CRUZ
24. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
25. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: Claim of State Farm Insurance (Subrogating for Dias, Phyllis), Potential Claim of Phyllis Dias
 - b. Name of Case: Claim of Edward Hinshaw and Barbara Hinshaw
2. CONFERENCE WITH LEGAL COUNSEL – DECIDING WHETHER TO INITIATE LITIGATION
(Pursuant to Government Code Section 54956.9(c))

Number of Potential Cases: One

SECTION III: RECONVENE TO OPEN SESSION

26. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be limited in time in accordance with District Resolution 69-2-1.

When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Capitola City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Tony Tapiz at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be cablecast live on Charter Communications on Channel 8 in the Capitola area. Community Television of Santa Cruz County will replay it *County-wide* on Friday, May 29th and Friday, June 5th at 7:00 p.m. on Comcast Channel 26 and also on Charter Channel 72.

April 15, 2010

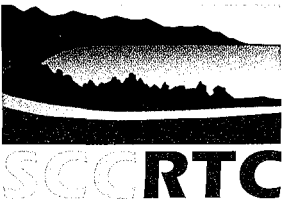
Santa Cruz Metro Transit
920 Pacific Ave.
Santa Cruz, CA 95060

I am writing this letter to thank you for the many rides my husband, Edward, and I received while he was recovering from the fall which left him a paraplegic. He is now able to drive our own car once again, but we did want to let you know we thought your service to us and to other handicapped people was great. All the drivers that we had were courteous and friendly and extremely helpful. For now we will not be using your service, but hope we may use it again if we have unexpected problems. Thank you so much.

Sincerely,

Helene P. French

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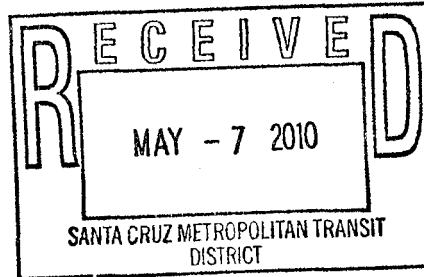


SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1523 Pacific Ave., Santa Cruz, CA 95060-3911 • (831) 460-3200 FAX (831) 460-3215 EMAIL: info@sccrtc.org

May 4, 2010

Santa Cruz Metropolitan Transit District
Board of Directors
110 Vernon St.
Santa Cruz, CA 95060



RE: METRO Request for Input on Senior/Disabled Discount Bus Pass Policy

Dear Chair Pirie:

The Elderly & Disabled Transportation Advisory Committee (E/D TAC) advises the Santa Cruz County Regional Transportation Commission (SCCRTC), the Santa Cruz Metropolitan Transit District (METRO), and other service providers on transportation needs for people with disabilities, seniors and persons with limited means.

At their April 13 meeting, the E/D TAC approved the following motion relative to the Santa Cruz Metropolitan Transit District's request for input on changes to the Discounted Bus Pass policy for Seniors and People with Disabilities:

Approve Metro's revised Discount Fare Program with amendments to explain Medicare eligibility more clearly, to clarify wording with regard to forms of identification, and to include Marriage and Family Therapists (MFT) to the list of approved licensed professional.

Thank you for requesting input from the E/D TAC on this important issue.

Sincerely,

A. John Daugherty, Chair
Elderly and Disabled Transportation Advisory Committee

cc: Peggy Gallagher, METRO
Naomi Gunther, Chair, MAC

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DATE 04/24/10 11:50

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 03/01/10 THRU 03/31/10

CHECK NUMBER	CHECK DATE	CHECK VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30046	03/04/10	-67.75 E465	MILLER, MARY		21678	MEDICAL PREMIUM	-67.75	**VOID
35288	03/01/10	475.78 001263	ABBOTT STREET RADIATOR, INC.		32121	OUT RPR #9935	475.78	
35289	03/01/10	200.12 002861	AMERICAN MESSAGING SVCS, LLC		32251	MAR 10 PAGERS	200.12	
35290	03/01/10	32,381.25 001264	ANDREWS INTERNATIONAL INC		32252	12/28-1/31 SECURITY	32,381.25	
35291	03/01/10	253.25 294	ANDY'S AUTO SUPPLY	0	32116	REV VEH PARTS/FLT	14.98	
					32160	REV VEH PARTS/FLT	80.91	
					32161	REV VEH PARTS/FLT	157.36	
35292	03/01/10	17,236.38 941	ASSURANT EMPLOYEE BENEFITS		32161	MARCH 10 LTD	17,236.38	
35293	03/01/10	63.92 001	AT&T		32247	2/5-3/4 PHONE/OPS	63.92	
35294	03/01/10	10.00 E388	AXTON, RHANNON		32228	DMV/VIT FEE	10.00	
35295	03/01/10	2,995.92 059	BATTERIES USA, INC.		32123	REV VEH PARTS/FLT	2,995.92	
35296	03/01/10	49.00 E486	BECK, LESLIE		32202	DMV/VTT FEES	49.00	
35297	03/01/10	103.50 001047	BOBBY'S PIT STOP		32212	SMOG #102	51.75	
					32213	SMOG CERT #108	51.75	
35298	03/01/10	960.00 001365	BORTNICK, ROBERT S. & ASSOC.	7	32130	JAN PROF/TECH FEES	960.00	
35299	03/01/10	98.55 001112	BRINKS AWARDS & SIGNS	7	32143	NAME PLATES/BOB	98.55	
35300	03/01/10	339.12 002189	BUS & EQUIPMENT		31969	REV VEH PARTS/PC	297.44	
					31970	REV VEH PARTS/PC	41.68	
35301	03/01/10	471,913.48 502	CA PUBLIC EMPLOYEES'		32230	MARCH 10 MEDICAL	471,913.48	
35302	03/01/10	1,155.42 172	CENTRAL WELDER'S SUPPLY, INC.		32224	2/1-1/31 CYL RENT/FL	1,155.42	
35303	03/01/10	25.00 001911	CITY OF SANTA CRUZ	7	32169	EQUIP RENTAL/FLT	25.00	
35304	03/01/10	250.00 001113	CLARKE, SUSAN		32229	ALARM REG/11 DUBOIS	125.00	
					32261	2/4-2/9 BUS AUDIT	125.00	
35305	03/01/10	139,393.75 001124	CLEAN ENERGY		32104	LNG/FLT 7/31/09	8,555.27	
					32105	LNG/FLT 9/23/09	9,217.27	
					32106	LNG/FLT 10/08/09	3,547.27	
					32107	LNG/FLT 10/22/09	10,121.85	
					32108	LNG/FLT 12/04/09	11,125.20	
					32109	LNG/FLT 12/22/09	8,585.31	
					32110	LNG/FLT 12/26/09	10,525.56	
					32111	LNG/FLT 12/29/09	8,825.62	
					32112	LNG/FLT 1/20/10	11,831.14	
					32113	LNG/FLT 02/01/10	11,019.57	
					32114	LNG/FLT 02/04/10	11,847.81	
					32115	LNG/FLT 02/07/10	11,633.84	
					32163	LNG/FLT 12/19/09	0,784.76	
					32275	LNG 2/10/10/FLT	11,773.28	
35306	03/01/10	66.19 075	COAST PAPER & SUPPLY INC.		32152	REV VEH/CLEAN/FLT	66.19	
35307	03/01/10	1,484.59 00-048	CRUZ CAR WASH		32276	OUT RPR REV VEH/FUEL	1,484.59	
35308	03/01/10	1,297.94 001000	DRAIMLER BUSES N. AMERICA INC.		32181	REV VEH PARTS/FLT	359.53	
					32182	REV VEH PARTS/FLT	1,080.76	
					32215	OVERCHRG SLD30318261	-1,640.86	
					32216	REV VEH PARTS/FLT	1,498.51	
35309	03/01/10	40,981.75 800	DELTA DENTAL PLAN		32231	MARCH 10 DENTAL	40,981.75	
35310	03/01/10	18,572.49 001316	DEVCO OIL		32257	11/16-11/30 FUEL/FLT	2,204.35	
					32258	12/1-12/15 FUEL/FLT	2,870.26	
					32259	12/16-12/31 FUEL/FLT	2,526.90	
					32281	2/1-2/15 FUEL/FT	10,970.98	
35311	03/01/10	22,649.26 085	DIXON & SON TIRE, INC.		31967	TIRES & TUBES/PC	110.27	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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 ALL CHECKS FOR ACCOUNTS PAYABLE

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
35312	03/01/10	4,093.72	001329	DOC AUTO LLC		31968	TIRES & TUBES/PC	661.60	
						32127	FEB TIRES & TUBES/FL	898.69	
						32183	JAN TIRES & TUBES/FL	700.88	
						32184	JAN TIRES & TUBES/FL	431.05	
						32185	JAN TIRES & TUBES/FL	467.25	
						32186	JAN TIRES & TUBES/FL	175.97	
						32187	JAN TIRES & TUBES/FL	857.97	
						32188	JAN TIRES & TUBES/FL	467.25	
						32189	JAN TIRES & TUBES/FL	467.25	
						32190	JAN TIRES & TUBES/FL	3,431.90	
						32191	JAN TIRES & TUBES/FL	467.25	
						32192	JAN TIRES & TUBES/FL	1,039.50	
						32193	FEB TIRES & TUBES/FL	898.69	
						32194	FEB TIRES & TUBES/FL	636.81	
						32195	FEB TIRES & TUBES/FL	428.99	
						32197	JAN TIRES & TUBES/FL	39.69	
						32270	FEB TIRES & TUBES/FL	431.05	
						32271	FEB TIRES & TUBES/FL	7,099.96	
						32272	FEB TIRES & TUBES/FL	849.08	
						32273	FEB TIRES & TUBES/FL	1,349.54	
						32274	FEB TIRES & TUBES/PC	736.62	
						31971	OUT RPR REV VEH/PC	1,541.53	
						31972	OUT RPR REV VEH/PC	2,203.58	
						32239	OUT RPR REV VEH/PC	346.61	
						32146	EMPLOY EXAM	30.00	
						32147	EMPLOY EXAM	35.00	
						32148	EMPLOY EXAM	30.00	
						32149	EMPLOY EXAM	35.00	
						32150	EMPLOY EXAM	30.00	
						32151	EMPLOY EXAM	30.00	
						32214	TOW #202	45.00	
						32282	CENSUS 10 BUS SIGNS	1,980.00	
						32286	WATER DRAIN/JAN MB	500.00	
						32097	SVC & SUPPORT	17,083.00	
						32277	MAILING/FIN	56.07	
						32279	JAN DISPATCH SVCS	195.00	
						32249	REV VEH PARTS/FLT	781.66	
						32250	REV VEH PARTS/FLT	1,480.89	
						31895	REV VEH PARTS/FLT	162.97	
						32248	JAN 10 EMAIL SUBSCRIP	670.33	
						32128	RPR/CLEANING/FAC	81.72	
						32129	REV VEH PARTS/FLT	622.33	
						32164	RPRS & MAINT/FAC	302.85	
						32170	SAFETY SUPPLY/FLT	277.51	
						32171	SAFETY SUPPLY/FLT	38.84	
						32172	REV VEH/CLEEN/FLT	281.61	
						32173	SAFETY SUPPLY/FLT	143.12	
						32262	PROF SVCS 1/31 MB	72,333.33	
						32263	PROF SVCS 1/31 MB	1,570.00	
						32201	CALL STOP FORMS	539.75	
35314	03/01/10	45.00	002388	DOGHERRA'S		7			
35315	03/01/10	1,980.00	951	DCNOVAN SIGNS					
35316	03/01/10	500.00	002862	ECOLOGICAL CONCERNS INC.					
35317	03/01/10	17,083.00	001317	EUROTECH, INC.					
35318	03/01/10	56.07	372	FEDERAL EXPRESS					
35319	03/01/10	195.00	002295	FIRST ALARM					
35320	03/01/10	2,262.55	647	GFT GENFARE					
35321	03/01/10	182.97	117	GILLIG LLC					
35322	03/01/10	670.33	001323	GOVDELIVERY, INC.					
35323	03/01/10	1,747.98	282	GRAINGER					
35324	03/01/10	73,903.33	001035	HARRIS & ASSOCIATES					
35325	03/01/10	539.75	001163	INNERWORKINGS, INC					

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 03/01/10 THRU 03/31/10

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35326	03/01/10	1,140.00 878		KELLY SERVICES, INC.		32199	TEMP/OPS W/E 2/7	1,140.00
35327	03/01/10	838.63 001233		KIMBALL MIDWEST		32162	REV VEH PARTS/FLT	838.63
35328	03/01/10	961.00 852		LAW OFFICES OF MARIE F. SANG	7	32153	WORKER COMP FEE	449.50
						32154	WORKER COMP FEES	511.50
35329	03/01/10	803.40 001145		MANAGED HEALTH NETWORK		32232	MARCH 10 RAP	803.40
35330	03/01/10	75.14 013		MCI SERVICE PARTS, INC.		32103	REV VEH PARTS/FLT	62.13
						32134	REV VEH PARTS/FLT	13.01
35331	03/01/10	3,045.60 001305		MCMILLAN & SHUREEN LLP	7	32246	LEGAL SVCS/RISK	3,045.60
35332	03/01/10	1,345.66 001052		MID VALLEY SUPPLY		31955	CLEANING SUPPLY/FAC	190.33
						32155	CLEANING SUPPLY/FAC	1,155.33
35333	03/01/10	479.11 041		MISSION UNIFORM		31851	UNIF/LAUNDRY/FLT	69.85
						31852	UNIF/LAUNDRY/FLT	195.18
						31886	UNIF/LAUNDRY/FAC	50.44
						31957	UNIF/LAUNDRY/FAC	52.10
						32166	UNIF & LAUNDRY/FAC	50.44
35334	03/01/10	801.50 001711		MOHAWK MFG. & SUPPLY CO.		32098	REV VEH PARTS/FLT	373.18
						32099	REV VEH PARTS/FLT	186.59
						32101	REV VEH PARTS/FLT	2.63
						32102	REV VEH PARTS/FLT	6.24
35335	03/01/10	114.32 001454		MONTEREY RAY SYSTEMS		32218	10/1-12/31 COPY/FLT	232.86
35336	03/01/10	7.83 288		MONCIE TRANSIT SUPPLY		32158	REV VEH PARTS/FLT	114.32
35337	03/01/10	7,708.12 001063		NEW FLYER INDUSTRIES LIMITED		32117	REV VEH PARTS/FLT	71.83
						32138	REV VEH PARTS/FLT	437.24
						32139	REV VEH PARTS/FLT	480.19
						32140	REV VEH PARTS/FLT	463.32
						32141	REV VEH PARTS/FLT	4,129.73
						32142	REV VEH PARTS/FLT	164.24
						32176	REV VEH PARTS/FLT	642.56
						32177	REV VEH PARTS/FLT	20.44
						32178	REV VEH PARTS/FLT	78.32
						32179	REV VEH PARTS/FLT	319.12
						32180	REV VEH PARTS/FLT	78.30
						32200	REV VEH PARTS/FLT	163.92
35338	03/01/10	1,110.53 001627		NEW PIG CORPORATION		31958	RPRS/MAINT/FAC	730.74
35339	03/01/10	1,749.62 002721		NEXTEL COMMUNICATIONS		32241	1/4-2/3/PC	1,110.53
35340	03/01/10	1,299.09 009		PACIFIC GAS & ELECTRIC		32175	1/9-2/9 RES PARK	1,749.62
35341	03/01/10	48.50 481		PIED PIPER EXTERMINATORS, INC.	7	32174	JAN REST CONTROL	1,299.09
35342	03/01/10	250.76 882		PRINT SHOP SANTA CRUZ		32196	FUEL CARDS/FLT	48.50
35343	03/01/10	178.84 107A		PROBUILD		31960	RPRS/MAINT/FAC	250.76
35344	03/01/10	20,669.22 904		RNL DESIGN		31961	RPRS/MAINT/FAC	3.73
35345	03/01/10	5,048.10 001098		ROBERT HALF MANAGEMENT RESOURCE		31967	EROS CNTRL 115 DUB	175.11
						32267	SVCS THRU 12/31 MB	8,227.95
						32268	SVCS THRU 12/31 MB	12,228.00
						32269	SVCS THRU 12/31 MB	213.27
						32234	TEMP/FIN W/E 2/5	2,368.80
						32235	TEMP/RR W/E 2/5	1,239.30
						32264	TEMP/ADM W/E 2/5	720.00
						32265	TEMP/ADM W/E 2/12	40.00
35346	03/01/10	40.00 E269		RYLANDER, REED		32233	DMV FEE/FLT	40.00

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 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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CHECK NUMBER	CHECK DATE	CHECK VENDOR NAME	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
35347	03/01/10	18,744.92 966	S.C. FUELS	0	32217	1/14/10 DIESEL/FLT	18,744.92		
35348	03/01/10	104.08 135	SANTA CRUZ AUTO PARTS, INC.		31962	REV VEH PARTS/FLT	11.39		
					31963	REV VEH PARTS/FLT	35.18		
					31964	REV VEH PARTS/PC	15.64		
					32159	REV VEH PARTS/FLT	41.87		
					32242	COPY CHR	19.05		
					32243	HEALTH PERMIT/GOLF	850.00		
					32244	HEALTH PERM/1200 RVR	585.00		
					32245	HEALTH PERM/111 DUB	730.00		
					32203	1/13-2/16 VERNON	200.66		
					32204	1/13-2/16 PACIFIC	2,591.49		
					32205	1/13-2/16 PACIFIC	98.48		
					32206	1/13-2/16 1200B RVR	1,040.73		
					32207	1/13-2/16 VERNON	437.91		
					32208	1/13-2/16 1200A RVR	2,824.81		
					32209	1/13-2/16 GOLF	49.79		
					32283	1/13-2/16 111 DUB	408.94		
					32284	1/13-2/16 111 DUBOIS	88.25		
					32285	1/13-2/16 GOLF	1,153.33		
					32286	1/13-2/16 ENCINAL	815.45		
					32287	1/13-2/16 ENCINAL	162.78		
					32280	JAN 10 PT SVCS	5,879.19		
					32278	PETTY CASH/CS	174.09		
					32277	OUT RPR #807	5,983.16		
					31973	OUT RPR REV VEH/PC	997.86		
					31974	OUT RPR REV VEH/PC	150.55		
					31975	OUT RPR REV VEH/PC	1,668.56		
					31976	OUT RPR REV VEH/PC	150.55		
					32240	OUT RPR REV VEH/PC	150.55		
					31997	PHYS EXAMS/OPS	75.00		
					31998	PHYS EXAMS/OPS	75.00		
					31999	PHYS EXAMS/OPS	75.00		
					32000	PHYS EXAMS/OPS	75.00		
					32001	PHYS EXAMS/OPS	75.00		
					32002	PHYS EXAMS/OPS	75.00		
					32003	PHYS EXAMS/OPS	75.00		
					32004	PHYS EXAMS/OPS	75.00		
					32005	PHYS EXAMS/OPS	75.00		
					32006	PHYS EXAMS/OPS	75.00		
					32007	PHYS EXAMS/OPS	75.00		
					32008	PHYS EXAMS/OP	75.00		
					32219	EMPLOY EXAM/FLT	75.00		
					32220	EMPLOY EXAM/FLT	75.00		
					32221	EMPLOY EXAM/FLT	75.00		
					32222	EMPLOY EXAM/FLT	75.00		
					32223	EMPLOY EXAM/FLT	75.00		
					32236	EMPLOY EXAM/PC	75.00		
					32237	EMPLOY EXAM/PC	75.00		
					32238	EMPLOY EXAM/PC	75.00		
					32118	REV VEH PARTS/FLT	2,455.94		

35357 03/01/10 3,500.31 001800 THERMO KING OF SALINAS, INC

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						32119	REV VEH PARTS/FLT	716.97	
						32120	REV VEH PARTS/FLT	334.40	
						32131	FREIGHT CREDIT	-7.00	
35358	03/01/10	4,903.06	057	U.S. BANK		32124	4246044555645971	1,386.54	
						32125	4246044555645971	2,918.52	
						32126	424604455564	598.00	
35359	03/01/10	47.81	007	UNITED PARCEL SERVICE		32165	FRT OUT/FLT	46.60	
						32260	FRT OUT/FLT	1.21	
35360	03/01/10	10.96	946	UNITED SITE SERVICES		32198	2/3-3/2 RENTAL/OPS	10.96	
35361	03/01/10	2,435.48	002829	VALLEY POWER SYSTEMS, INC.		32210	REV VEH PARTS/FLT	413.33	
						32211	REV VEH PARTS/FLT	645.37	
						32253	REV VEH PARTS/FLT	1,173.84	
						32254	REV VEH PARTS/FLT	48.60	
						32255	REV VEH PARTS/FLT	74.82	
						32256	REV VEH PARTS/FLT	79.72	
35362	03/01/10	661.42	221	VEHICLE MAINTENANCE PROGRAM		32122	REV VEH PARTS/FLT	661.42	
35363	03/01/10	90.02	434	VERIZON WIRELESS	0	32226	PC CARDS/ADMIN	90.02	
35364	03/01/10	937.97	001223	WATSONVILLE CADILLAC, BUICK.		31965	REV VEH PARTS/PC	673.06	
						31966	REV VEH PARTS/PC	264.91	
35365	03/08/10	1,125.00	001128	ALWAYS TOWING & RECOVERY, INC	0	32395	TOW #2807	1,125.00	
35366	03/08/10	168.56	294	ANDY'S AUTO SUPPLY	0	32356	REV VEH PARTS/FLT	15.93	
						32357	REV VEH PARTS/FLT	32.83	
						32358	REV VEH PARTS/FLT	65.66	
						32359	REV VEH PARTS/FLT	54.14	
35367	03/08/10	3,666.45	001D	AT&T		32418	1/19-2/18 PHONES	3,153.73	
						32419	1/13-2/12 T1 LINE	177.99	
						32420	1/13-2/12 TRUNK LINE	334.73	
35368	03/08/10	5,784.42	664	BAY COUNTIES PITCOCK PETROLEUM		32454	FUEL/LUBE FLT	5,784.42	
35369	03/08/10	467.02	001112	BRINKS AWARDS & SIGNS	7	32427	NAME PLATES/MB	467.02	
35370	03/08/10	906.73	002189	BUS & EQUIPMENT		32445	REV VEH PARTS/PT	551.90	
						32446	REV VEH PARTS/PT	354.83	
35371	03/08/10	50.00	B018	BUSTICHI, DENE	7	32431	FEB 10 BOD MTGS	50.00	
35372	03/08/10	85.00	E090	CALLEJAS, LETICIA		32401	EMPLOY EXAM/OPS	85.00	
35373	03/08/10	5,250.00	833	CITRIX SYSTEMS INC.		32329	ANNUAL CITRIX MAINT	5,250.00	
35374	03/08/10	50.00	B014	CITY OF WATSONVILLE		32441	FEB 10 BOD MTGS	50.00	
35375	03/08/10	125.00	001113	CLARKE, SUSAN	7	32448	2/18-2/22 BUS AUDIT	125.00	
35376	03/08/10	33,752.32	001124	CLEAN ENERGY		32390	LNG/FLT 02/18/10	9,990.58	
						32391	LNG/FLT 2/16/10	11,853.82	
						32392	LNGE/FLT 2/13/10	11,907.92	
35377	03/08/10	30,326.51	002569	COMERICA BANK		32412	WORK COMP FUND	30,326.51	
35378	03/08/10	184.00	367	COMMUNITY TELEVISION OF		32424	1/22/10 BOD MTG	184.00	
35379	03/08/10	6,817.15	504	CUMMINS WEST, INC.		32339	REV VEH PARTS/FLT	654.23	
						32340	OT RPR #9838/REV VEH	1,321.77	
						32459	REV VEH PARTS/FLT	4,375.14	
						32460	REV VEH PARTS/FLT	466.01	
35380	03/08/10	5,777.36	001000	DAIMLER BUSES N. AMERICA INC.		32373	REV VEH PARTS/FLT	1,498.51	
						32374	REV VEH PARTS/FLT	1,095.80	
						32375	REV VEH PARTS/FLT	5.02	
						32376	REV VEH PARTS/FLT	100.70	
						32377	REV VEH PARTS/FLT	247.81	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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35381	03/08/10	437.01	157	DELL MARKETING L.P.		32378	REV VEH PARTS/FLT	20.02	
35382	03/08/10	19.32	001316	DEVCO OIL		32379	REV VEH PARTS/FLT	1,310.99	
35383	03/08/10	4,569.85	085	DIXON & SON TIRE, INC.		32402	REV VEH PARTS/FLT	1,498.51	
						32327	D620 LAFTOP BATTERY	309.16	
						32328	MEMORY MODULE	127.85	
						32452	PROPANE/FLT	19.32	
						32362	FEB TIRES & TUBES/PT	220.53	
						32363	FEB TIRES & TUBES/FL	431.05	
						32364	FEB TIRES & TUBES/FL	37.20	
						32365	FEB TIRES & TUBES/FL	99.00	
						32366	FEB TIRES & TUBES/FL	1,732.50	
						32367	FEB TIRES & TUBES/FL	87.98	
						32368	FEB TIRES & TUBES/FL	887.50	
						32369	FEB TIRES & TUBES/FL	139.50	
						32370	FEB TIRES & TUBES/FL	87.98	
						32371	FEB TIRES & TUBES/FL	831.61	
						32372	FEB TIRES & TUBES/FL	15.00	
						32341	OUT RPR REV VEH/PT	484.65	
35384	03/08/10	857.56	001329	DOC AUTO LLC		32442	OUT RPR REV VEH/PT	372.91	
35385	03/08/10	52.49	647	GFI GENFARE		32403	REV VEH PARTS/FLT	52.49	
35386	03/08/10	1,280.94	117	GILLIG LLC		32133	REV VEH PARTS/FLT	124.36	
						32383	REV VEH PARTS/FLT	395.19	
						32384	REV VEH PARTS/FLT	169.31	
						32385	REV VEH PARTS/FLT	18.92	
						32386	REV VEH PARTS/FLT	343.79	
						32387	REV VEH PARTS/FLT	291.12	
						32388	CM REV VEH PARTS/FL	-61.75	
						32444	OUT RPR REV VEH/PT	365.49	
35387	03/08/10	365.49	711	GLASS DOCTOR	7	32432	FEB 10 BOD MTGS	100.00	
35388	03/08/10	100.00	B023	GRAVES, RON	7	32433	FEB 10 BOD MTGS	100.00	
35389	03/08/10	100.00	B021	HAGEN, DONALD N.	7	32434	FEB 10 BOD MTGS	50.00	
35390	03/08/10	50.00	B006	HINKLE, MICHELLE	7	32430	1/1-3/31 LEASE	824.40	
35391	03/08/10	824.40	001209	IKON FINANCIAL SERVICES	7	32435	FEB 10 BOD MTGS	100.00	
35392	03/08/10	100.00	B026	JOHN LEOPOLD	7	32447	TEMP/OPS W/E 2/14	1,140.00	
35393	03/08/10	1,140.00	878	KELLY SERVICES, INC.	7	32360	RPRS & MAINT/FAC	16.49	
35394	03/08/10	16.49	074	KENVILLE LOCKSMITHS	7	32404	REV VEH PARTS/FLT	1,391.02	
35395	03/08/10	1,619.12	001233	KIMBALL MIDWEST	7	32405	REV VEH PARTS/FLT	30.79	
						32406	REV VEH PARTS/FLT	196.31	
						32400	DMV/VIT FEE	49.00	
35396	03/08/10	49.00	E184	LEGORETA, PEDRO	7	32466	REV VEH PARTS/FLT	764.47	
35397	03/08/10	1,099.23	511	LUMINATOR	7	32467	REV VEH PARTS/FLT	334.76	
35398	03/08/10	50.00	B025	MARTINEZ, EMILIO	7	32436	FEB 10 BOD MTGS	50.00	
35399	03/08/10	95.78	E465	MILLER, MARY	7	32468	MEDICAL PREMIUM	67.75	
35400	03/08/10	596.00	041	MISSION UNIFORM	7	32345	OVRPYMT OF MED PREM	28.03	
						32346	UNIF & LAUNDRY/PT	31.02	
						32347	UNIF & LAUNDRY/FLT	191.82	
						32348	UNIF & LAUNDRY/FLT	69.85	
						32349	UNIF & LAUNDRY/FLT	183.02	
						32350	UNIF & LAUNDRY/FAC	69.85	
						32350	UNIF & LAUNDRY/FAC	50.44	

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35401	03/08/10	68.66	001063	NEW FLYER INDUSTRIES LIMITED		32334	REV VEH PARTS/FLT	68.66	
35402	03/08/10	1,559.11	004	NORTH BAY FORD LINC-MERCURY		32456	OUT RPR #503	1,503.77	
						32457	REV VEH PARTS/FLT	26.18	
						32458	REV VEH PARTS/FLT	29.16	
						32135	OUT RPR/FUEL STN	647.17	
						32136	OUT RPR/FUEL STN	3,240.56	
						32137	OUT RPR/FUEL STN	1,761.47	
35403	03/08/10	5,649.20	001176	NORTHSTAR, INC.		32394	SVC CALL/FLT	202.24	
						32437	FEB 10 BOD MTGS	100.00	
						32157	RPRS & MAINT/FAC	7.18	
						32423	SVC THRU 1/31 MB	350.77	
						32425	TEMP/RR W/E 2/12/10	1,224.00	
						32426	TEMP/FTN W/E 2/12/10	2,632.00	
						32438	FEB 10 BOD MTGS	100.00	
						32439	FEB 10 BOD MTGS	100.00	
						32336	HAZ WASTE DISP/FAC	1,130.58	
						32338	REV VEH PARTS/FLT	2,354.20	
						32351	REV VEH PARTS/PT	7.82	
						32352	REV VEH PARTS/PT	402.62	
						32353	REV VEH PARTS/PT	276.97	
						32354	REV VEH PARTS/FLT	28.59	
						32429	REV VEH PARTS/PT CR	52.30	
						32421	1/13-2/16 1217 RV MB	-55.47	
						32407	SHRED SVC/FAC	131.68	
						32413	PROP INS 2/10-11 RVR	268.00	
						32415	PROP INS 2/10-11 RVR	17,548.00	
						32416	PROP INS 2/10-11 GC	1,941.00	
						32450	PROP INS 2/10-11 GC	30,173.00	
						32455	PROP INS 2/10-11 GC	3,111.00	
						32411	12/9-2/8 SVC	164.25	
						32449	3/1-4/28 QUARTERLY	30,746.21	
						32450	FEB 10 LEG SVCS	2,500.00	
						32428	JAN 10 LEG SVCS	2,500.00	
						32335	EMP TOOLS/FLT	218.42	
						32342	MICROSOFT 2010 SVR	1,199.51	
						32443	OUT RPR REV VEH/PT	1,772.14	
						32440	OUT RPR REV VEH/PT	150.55	
						32389	FEB 10 BOD MTGS	50.00	
						32393	INSTALL CIRCUITS OPS	260.23	
						32330	REV VEH/CLEAN/FLT	504.64	
						32331	FRT OUT/FLT	107.18	
						32332	REV VEH PARTS/FLT	4,826.25	
						32333	REV VEH PARTS/FLT	262.84	
						32380	REV VEH PARTS/FLT	804.69	
						32381	REV VEH PARTS/FLT	209.67	
						32382	REV VEH PARTS/FLT	75.86	
						32408	REV VEH PARTS/FLT	2,911.36	
						32409	REV VEH PARTS/FLT	136.04	
						32409	REV VEH PARTS/FLT	798.21	
						32409	REV VEH PARTS/FLT	4,110.10	

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35428	03/08/10	475.72	221	VEHICLE MAINTENANCE PROGRAM		32410	REV VEH PARTS/FLT	140.12	
35429	03/08/10	54.50	434B	VERIZON CALIFORNIA		32461	REV VEH PARTS/FLT	2,878.69	
35430	03/08/10	12,440.00	001043	VISION SERVICE PLAN		32462	REV VEH PARTS/FLT	198.11	
35431	03/08/10	1,011.40	001223	WATSONVILLE CADILLAC, BUICK,		32463	REV VEH PARTS/FLT	216.31	
						32464	REV VEH PARTS/FLT	370.99	
						32132	REV VEH PARTS/FLT	475.72	
						32422	MT BIENLASKI	54.50	
						32465	MAR 10 VSP	12,440.00	
						32326	REV VEH PARTS/PT	494.73	
						32343	REV VEH PARTS/PT	186.69	
						32344	REV VEH PARTS/PT	329.98	
						32451	NON REV/LUBE/FLT	1,873.70	
35432	03/08/10	1,873.70	001506	WESTERN STATES OIL CO., INC.		32396	JAN HVAC/RES PARK	139.00	
35433	03/08/10	671.00	186	WILSON, GEORGE H., INC.		32397	JAN HVAC/ENCINAL	316.00	
						32398	JAN HVAC/PACIFIC	216.00	
						32337	JOB PLACEMENT AD/PA	226.25	
35434	03/08/10	226.25	915	WORKIN.COM, INC.		32361	SAFETY SUPPLY/ERC	54.64	
35435	03/08/10	54.64	147	ZEE MEDICAL SERVICE CO.		32487	REV VEH PARTS/FLT	724.58	
35436	03/15/10	724.58	001188	AFV FLEET SERVICE		32526	EMERG RPR/VERNON	375.00	
35437	03/15/10	375.00	605	AMERICAN LEAK DETECTION		32600	PERS CHOICE FAMILY	1,305.88	
35438	03/15/10	1,305.88	001312	ANTHEM BLUE CROSS		32602	CONST MB THRU 11/30	28,204.50	
35439	03/15/10	60,358.50	001276	BANK OF MARIN		32604	CONST MB THRU 12/31	32,154.00	
						32611	STORM/FLOOD LEVY	1,182.86	
35440	03/15/10	1,182.86	001346	CITY OF SANTA CRUZ		1/28-2/25 WTC		15.81	
35441	03/15/10	1,016.09	130	CITY OF WATSONVILLE UTILITIES		CONTAINER/WTC		721.78	
						2/1-3/1 WTC		42.92	
						1/28-2/25 WTC		203.14	
35442	03/15/10	1,209.36	909	CLASSIC GRAPHICS		1/28-2/25 WTC		32.44	
35443	03/15/10	32,570.66	001124	CLEAN ENERGY		OUT RPR #2301		1,209.36	
						LNG 2/21/10		11,787.71	
						LNG 2/24/10		11,947.58	
						LNG 2/26/10		8,835.37	
						WORK COMP FUND		214,476.09	
35444	03/15/10	214,476.09	002569	COMERICA BANK		FEB OUT RPR/FUEL/PT		1,498.76	
35445	03/15/10	1,498.76	001048	CRUZ CAR WASH		REV VEH PARTS/FLT		72.62	
35446	03/15/10	72.62	504	CUMMINS WEST, INC.		UNL GAS/FLT		91.85	
35447	03/15/10	221.46	001316	DEVCO OIL		PROPANE/FLT		26.52	
						PROPANE/FLT		25.72	
						PROPANE/FLT		27.21	
						PROPANE/FLT		23.00	
						PROPANE/FLT		27.16	
						FEB TIRES & TUBES/PT		110.27	
35448	03/15/10	5,599.08	085	DIXON & SON TIRE, INC.		FEB TIRES & TUBES/FL		693.00	
						FEB TIRES & TUBES/FL		939.81	
						FEB TIRES & TUBES/PT		661.60	
						FEB TIRES & TUBES/FL		1,399.01	
						FEB TIRES & TUBES/FL		1,799.39	
						OUT RPR REV VEH/PT		1,521.75	
35449	03/15/10	1,780.24	001329	DOC AUTO LLC		OUT RPR REV VEH/PT		474.87	
						OUT RPR REV VEH/PT		439.51	

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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
35450	03/15/10	77.00	DOGHERRA'S	7	32514	OUT RPR REV VEH/PT	46.75	
35451	03/15/10	75.00	EVERGREEN OIL INC.		32515	OUT RPR REV VEH/PT	297.36	
35452	03/15/10	490.98	FRIEDRICH, ERICH		32597	OUT RPR REV VEH/PT	77.00	
35453	03/15/10	200.60	GARDA CL WEST		32472	HAZ WASTE DISP	75.00	
35454	03/15/10	670.33	GOVDELIVERY, INC.		32484	PLANNING TRAINING	326.98	
35455	03/15/10	1,251.92	GRAINGER		32485	TRAVEL	164.00	
35456	03/15/10	105.90	GRANITERCOCK COMPANY		32540	FEB LIABILITY	0.60	
35457	03/15/10	492.06	GREENWASTE RECOVERY, INC.		32541	FEB ARMORED CAR SVC	200.00	
35458	03/15/10	3,618.29	HARTFORD LIFE AND ACCIDENT INS	7	32541	MAR ARMORED CAR SVC	670.33	
35459	03/15/10	3,109.72	IULIANO		32536	FEB 10 EMAIL SUBSCR	1,251.92	
35460	03/15/10	912.00	KELLY SERVICES, INC.		32621	LIGHTING/MB	105.90	
35461	03/15/10	125.00	LA GANCA PUBLICATION		32522	RPBS & MAINT/FAC	213.75	
35462	03/15/10	7,591.82	LAMAR BROTHERS TIRE SVC, INC.	7	32575	FEB GARB/RES PARK	78.25	
35463	03/15/10	50.00	LEXISNEXIS		32576	FEB GARB/MT HERMON	182.28	
35464	03/15/10	97.05	MISSION PRINTERS		32577	FEB GARB/SVIC	17.78	
35465	03/15/10	639.53	MISSION UNIFORM		32578	FEB GARB/GRN VALLEY	3,618.29	
35466	03/15/10	657.45	N/S CORPORATION		32505	MARCH 10 LIFE/AD&D	2,688.99	
35467	03/15/10	2,628.68	NEW FLYER INDUSTRIES LIMITED		32144	09/10 PROP TAX #2	420.73	
35468	03/15/10	4,415.10	NEXTEL COMMUNICATIONS		32145	09/10 PROP TAX #2	912.00	
35469	03/15/10	55.23	NUAA, SHELDON		32544	TEMP/OPS W/E 2/21/10	125.00	
35470	03/15/10	14,842.00	NORTHSTAR, INC.		32584	11/6 PUBLIC NOTICE	7,591.82	
35471	03/15/10	13,785.53	PACIFIC GAS & ELECTRIC		32490	FEB TIRES & TUBES/FL	50.00	
					32504	FEB ACCESS CHARGES	97.05	
					32498	UNIF & LAUNDRY/FLT	187.81	
					32499	UNIF & LAUNDRY/FLT	69.85	
					32500	UNIF & LAUNDRY CR/FL	52.10	
					32501	UNIF & LAUNDRY/FAC	1.63	
					32596	UNIF & LAUNDRY/FLT	274.00	
					32613	UNIF & LAUNDRY/FLT	45.00	
					32614	UNIF & LAUNDRY/FLT	2.17	
					32615	UNIF & LAUNDRY/FLT	9.01	
					32616	UNIF & LAUNDRY/FLT	657.45	
					32477	RPRS & MAINT	519.25	
					32469	REV VEH PARTS/FLT	6.28	
					32470	REV VEH PARTS/FLT	1,763.86	
					32523	REV VEH PARTS/FLT	181.85	
					32567	REV VEH PARTS/FLT	13.17	
					32568	REV VEH PARTS/FLT	144.27	
					32612	REV VEH PARTS/FLT	4,415.10	
					32545	1/26-2/25/OPS	55.23	
					32569	PARTS & SUPPLY	14,842.00	
					32486	FEB MAINT/FAC	807.09	
					32546	1/27-2/25 111 DUB	433.18	
					32547	1/27-2/25 ENCINAL	4,573.56	
					32548	1/27-2/25 VERNON	8.67	
					32549	1/27-2/25 115 DUB	15.65	
					32550	1/28-3/1 115 DUB	4,156.23	
					32551	1/27-2/25 GOLF	111.39	
					32552	1/28-3/1 115 DUB	1,347.51	
					32553	1/27-2/25 1200 RVR		

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35472	03/15/10	768.24 043		PALACE ART & OFFICE SUPPLY		32554	1/27-2/25 1122 RVR	151.22	
						32590	1/30-3/2 PACIFIC	2,181.03	
						32488	OFFICE SUPPLY/MC	28.32	
						32489	OFFICE SUPPLY/OPS	360.66	
						32532	OFFICE SUPPLY/PT	77.62	
						32543	OFFICE SUPPLY/FIN	301.84	
						32503	4/10-6/10 POST RENT	147.83	
						32524	EMERG RPR/WTC	508.00	
						32533	ENVELOPES/MC	97.46	
						32555	FORMS/OPS	713.94	
						32492	RPRS & MAINT/FAC	88.75	
						32493	REV VEH PARTS/FLT	93.06	
						32494	RPRS & MAINT/FAC	0.88	
						32495	RPRS & MAINT/FAC	16.07	
						32496	RPRS & MAINT/FAC	2.37	
						32497	RPRS & MAINT/FAC	32.80	
						32474	REV VEH PARTS/FLT	412.44	
						32539	TEMP/RR W/E 2/19/10	979.20	
						32542	TEMP/FIN W/E 2/19/10	2,434.60	
						32585	TEMP/ADM W/E 2/19/10	594.00	
						32471	DIESEL 2/23/10	17,637.55	
						32605	REV VEH PARTS/FLT	2,188.18	
						32606	REV VEH PARTS/FLT	1,396.20	
						32607	REV VEH PARTS/FLT	1,356.92	
						32608	EMP TOOL/FLT	163.20	
						32609	REV VEH PARTS/FLT	266.00	
						32506	REV VEH PARTS/PT	240.70	
						32508	REV VEH PARTS/FLT	-76.65	
						32509	REVS & SUPPLY/FLT	30.05	
						32510	RPRS & MAINT/FAC	454.43	
						32398	REV VEH PARTS/FLT	353.39	
						32610	RPR 138 GOLF CLUB	1,386.56	
						32537	EQUIPMENT/IT	1,600.00	
						32538	EQUIPMENT/IT	3,325.00	
						32528	SOIL TESTING	1,160.00	
						32529	SOIL TEST	1,160.00	
						32535	SOIL TEST	1,160.00	
						32516	OUT RPR REV VEH/PT	1,898.55	
						32517	OUT RPR REV VEH/PT	1,649.43	
						32518	OUT RPR REV VEH/PT	149.78	
						32491	MARCH MAINT/FLT	2,707.41	
						32617	SVC RPR CREDIT	-17.50	
						32618	SVC RPR CREDIT	-35.00	
						32619	CM-216039	35.00	
						32620	CM-216038	17.50	
						32525	FRT OUT/FLT	26.03	
						32520	REV VEH PARTS/FLT	467.52	
						32521	REV VEH PARTS/FLT	3.51	
						32519	REV VEH PARTS/PT	283.85	
35473	03/15/10	147.83 050		PITNEY BOWES INC.					
35474	03/15/10	508.00 001149		PREFERRED PLUMBING, INC.					
35475	03/15/10	811.40 882		PRINT SHOP SANTA CRUZ	7				
35476	03/15/10	233.93 107A		PROBUILD					
35477	03/15/10	412.44 002094		RICON CORPORATION					
35478	03/15/10	4,007.80 001098		ROBERT HALF MANAGEMENT RESOURCE					
35479	03/15/10	17,637.55 966		S.C. FUELS	0				
35480	03/15/10	5,370.50 018		SALINAS VALLEY FORD SALES					
35481	03/15/10	1,006.28 135		SANTA CRUZ AUTO PARTS, INC.					
35482	03/15/10	1,386.56 001340		SCHINDLER ELEVATOR CORP.					
35483	03/15/10	4,925.00 001277		SJB GLOBALNET, INC.					
35484	03/15/10	3,480.00 002067		SOILCONTROL LAB					
35485	03/15/10	2,657.76 001232		SPECIALIZED AUTO AND					
35486	03/15/10	2,707.41 002805		TELEPATH CORPORATION					
35487	03/15/10	26.03 007		UNITED PARCEL SERVICE					
35488	03/15/10	471.03 002829		VALLEY POWER SYSTEMS, INC.					
35489	03/15/10	283.85 001223		WATSONVILLE CADILLAC, BUICK,					

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35490	03/15/10	WEISS, AMY L.	70.00	7	32586	BOD MTG 2/26 SP INT	70.00
35491	03/15/10	WEST BAY BUILDERS, INC.	275,266.94		32601	CONST MB THRU 11/30	253,840.50
					32603	CONST MB THRU 12/31	21,426.44
35492	03/15/10	WESTERN STATES OIL CO., INC.	1,152.32		32475	TRANS FLUID/FLF	1,152.32
35493	03/15/10	ZEP MANUFACTURING COMPANY	194.57		32476	CLEAN SUPPLY/FAC	194.57
35494	03/22/10	ADT SECURITY SERVICES INC.	466.19		32718	APR ALARMS	68.00
					32719	APR ALARMS	101.00
					32720	APR ALARMS	49.23
					32721	APR ALARMS	45.05
					32722	APR ALARMS	49.23
					32723	APR ALARMS	65.30
					32724	APR ALARMS	88.38
35495	03/22/10	ADVANCED MECHANICAL SERVICES	174.91	7	32625	BACKFLOW TEST	174.91
35496	03/22/10	AITKEN, ANGELA	60.80		32797	MEETING MST	60.80
35497	03/22/10	ANDREWS INTERNATIONAL INC	27,682.82		32627	2/1-2/28/10 SECURITY	27,682.82
35498	03/22/10	ANDY'S AUTO SUPPLY	48.96	0	32691	REV VEH PARTS/FLT	48.96
35499	03/22/10	AT&T	462.19		32622	3/5-4/4 OPS	66.27
					32710	REPEATERS/OPS	310.86
					32711	REPEATER/OPS	85.06
35500	03/22/10	BEE CLENE	735.00	0	32727	CARPET CLEAN/ENCINAL	735.00
35501	03/22/10	CAPITALEGE ADVOCACY, LLC	5,000.00		32647	MAR 10 LEG SVCS	5,000.00
35502	03/22/10	CENTRAL WELPER'S SUPPLY, INC.	99.31		32753	RPRS/SAFETY/FAC	99.31
35503	03/22/10	CLASSIC GRAPHICS	1,833.51		32656	OUT RPR #2804	1,117.06
					32657	OUT RPR #2804	716.45
35504	03/22/10	CLEAN ENERGY	20,260.25		32623	ING 3/4/10	11,190.92
					32788	ING 3/1/10	9,069.33
35505	03/22/10	COMCAST	34.08		32716	3/8-4/7 INTERNET MB	34.08
35506	03/22/10	COSTCO	12.67		32712	3/12 LOCAL MTG EXP	12.67
35507	03/22/10	COUNTY OF SANTA CRUZ	12.10		32774	FEB 10 CNG	12.10
35508	03/22/10	DEPARTMENT OF MOTOR VEHICLES	36.91		32663	CVC BOOKS	36.91
35509	03/22/10	DEVCO OIL	11,304.21		32634	2/16-2/28 UNL/PT	11,304.21
35510	03/22/10	DIXON & SON TIRE, INC.	1,677.77		32730	MAR TIRES & TUBES/FL	305.31
					32731	MAR TIRES & TUBES/FL	465.38
					32732	MAR TIRES & TUBES/FL	725.63
					32733	MAR TIRES & TUBES/FL	28.65
					32734	MAR TIRES & TUBES/FL	152.80
35511	03/22/10	DOC AUTO LLC	1,269.29		32748	OUT RPR REV VEH/PT	97.30
35512	03/22/10	DOCTORS ON DUTY	320.00		32749	OUT RPR REV VEH/PT	1,171.99
					32557	EMPLOY EXAM	30.00
					32558	EMPLOY EXAM	30.00
					32559	EMPLOY EXAM	30.00
					32560	EMPLOY EXAM	30.00
					32561	EMPLOY EXAM	30.00
					32562	EMPLOY EXAM	35.00
					32563	EMPLOY EXAM	35.00
					32564	EMPLOY EXAM	35.00
					32565	EMPLOY EXAM	30.00
35513	03/22/10	DOGHERRA'S	61.00	7	32566	EMPLOY EXAM	35.00
35514	03/22/10	ECOLOGICAL CONCERNS INC.	500.00		32632	OUT RPR REV VEH/PT	61.00
					32713	WATER DRAIN/FEB MB	500.00

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35515	03/22/10	105.00	FEB 10 DISPATCH/PT		32650	FEB 10 DISPATCH/PT	105.00
35516	03/22/10	76.56	REV VEH PARTS/FLT		32624	REV VEH PARTS/FLT	76.56
35517	03/22/10	577.14	SUPPLY/REV VEH/FLT		32628	SUPPLY/REV VEH/FLT	577.14
		254.51	SAFETY SUPPLY/FLT		32698	SAFETY SUPPLY/FLT	254.51
		400.00	INTERVIEW/INTERROGAT		32655	INTERVIEW/INTERROGAT	400.00
		71,784.72	PROF SVCS 2/28 MB		32714	PROF SVCS 2/28 MB	71,784.72
		43.06	PROF SVCS 2/28 MB		32715	PROF SVCS 2/28 MB	43.06
		34.08	PROF SVCS 2/28 MB		32716	PROF SVCS 2/28 MB	34.08
		12,769.62	4/1-4/30 RENTAL/PT		32715	4/1-4/30 RENTAL/PT	12,769.62
		3,470.85	REV VEH PARTS/FLT		32652	REV VEH PARTS/FLT	3,470.85
		24,570.00	11 DUBOIS RENT		32668	11 DUBOIS RENT	24,570.00
		2,905.16	115 DUBOIS RENT		32794	115 DUBOIS RENT	2,905.16
		1,140.00	12/21-2/19/10 SVCS		32795	12/21-2/19/10 SVCS	1,140.00
		1,747.53	WEB DEVELOPMENT/IT		32649	WEB DEVELOPMENT/IT	1,747.53
		105.63	CUSTODIAL SERVICES		32648	CUSTODIAL SERVICES	105.63
		414.61	TEMP/OPS W/E 2/28		32796	TEMP/OPS W/E 2/28	414.61
		444.13	PARTS & SUPPLY/FLT		32643	PARTS & SUPPLY/FLT	444.13
		171.50	BLOCK SHEETS		32751	BLOCK SHEETS	171.50
		109.51	SPRING BID PACKET		32628	SPRING BID PACKET	109.51
		261.32	BLOCK SHEETS		32629	BLOCK SHEETS	261.32
		4.17	PRE-EMPLOY EXAMS/HR.		32630	PRE-EMPLOY EXAMS/HR.	4.17
		69.85	REV VEH PARTS/FLT		32556	REV VEH PARTS/FLT	69.85
		50.44	REV VEH PARTS/FLT		32726	REV VEH PARTS/FLT	50.44
		27.50	UNIF & LAUNDRY/FLT		32726	UNIF & LAUNDRY/FLT	27.50
		629.67	UNIF & LAUNDRY/PT		32684	UNIF & LAUNDRY/PT	629.67
		132.97	UNIF & LAUNDRY/FAC		32685	UNIF & LAUNDRY/FAC	132.97
		144.27	UNIF & LAUNDRY/PT		32687	UNIF & LAUNDRY/PT	144.27
		-144.27	UNIF & LAUNDRY/PT		32688	UNIF & LAUNDRY/PT	-144.27
		1,098.67	REV VEH PARTS/FLT		32569	REV VEH PARTS/FLT	1,098.67
		420.59	CR RMA# 60031621		32737	CR RMA# 60031621	420.59
		149.96	REV VEH PARTS/FLT		32738	REV VEH PARTS/FLT	149.96
		121.01	REV VEH PARTS/FLT		32777	REV VEH PARTS/FLT	121.01
		528.88	REV VEH PARTS/FLT		32778	REV VEH PARTS/FLT	528.88
		1,127.85	REV VEH PARTS/FLT		32779	REV VEH PARTS/FLT	1,127.85
		176.08	REV VEH PARTS/FLT		32780	REV VEH PARTS/FLT	176.08
		8,689.41	REV VEH PARTS/FLT		32781	REV VEH PARTS/FLT	8,689.41
		405.66	REV VEH PARTS/FLT		32782	REV VEH PARTS/FLT	405.66
		111.50	REV VEH PARTS/FLT		32783	REV VEH PARTS/FLT	111.50
		14.76	REV VEH PARTS/FLT		32784	REV VEH PARTS/FLT	14.76
		87.35	REV VEH PARTS/FLT		32785	REV VEH PARTS/FLT	87.35
		37.93	REV VEH PARTS/FLT		32786	REV VEH PARTS/FLT	37.93
		432.31	REV VEH PARTS/FLT		32787	REV VEH PARTS/FLT	432.31
		887.00	REV VEH PARTS/FLT		32666	REV VEH PARTS/FLT	887.00
			12/1-2/28 SUPPORT/IT		32667	12/1-2/28 SUPPORT/IT	
			2/5-3/8 SVTC		32641	2/5-3/8 SVTC	
			1/27-2/25 1217 MB		32709	1/27-2/25 1217 MB	
			1/26-3/8 SVTC		32717	1/26-3/8 SVTC	
			CLEAN SUPPLY/PT		32775	CLEAN SUPPLY/PT	
			OFFICE SUPPLY/ADM		32645	OFFICE SUPPLY/ADM	
			MAR MAINT/FAC		32646	MAR MAINT/FAC	
					32635		

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35538	03/22/10	PIED PIPER EXTERMINATORS, INC.	220.00	461	32770	FEB PEST CONTROL	48.50
					32771	FEB PEST CONTROL	48.50
					32772	FEB PEST CONTROL	70.00
					32773	FEB PEST CONTROL	53.00
					32705	OUT RPR HEATER/FLT	80.00
35539	03/22/10	POLAR RADIATOR SERVICE INC	80.00	187	32644	EMERG RPR/MC	447.00
35540	03/22/10	PREFERRED PLUMBING, INC.	447.00	001149	32669	CLEAN SUPPLY/FLT	20.68
35541	03/22/10	PROBUILD	165.71	107A	32670	REV VEH PARTS/FLT	3.01
					32671	RPRS & MAINT/FAC	121.16
					32672	CLEAN SUPPLY/FLT	14.21
					32706	RPRS & MAINT/FAC	6.65
					32640	ELEVATOR MAINT/PACIF	127.00
35542	03/22/10	REPUBLIC ELEVATOR COMPANY	127.00	001153	32653	TEMP/FIN W/E 2/26	2,632.00
35543	03/22/10	ROBERT HALF MANAGEMENT RESOURCE	5,296.00	001098	32654	TEMP/RR W/E 2/26	1,224.00
					32767	TEMP/ADM W/E 2/26	720.00
					32768	TEMP/ADM W/E 3/5	720.00
					32752	DIESEL/3/5/10	17,962.84
35544	03/22/10	S.C. FUELS	17,962.84	966	32665	SAFETY SUPPLY/FLT	34.31
35545	03/22/10	SALINAS VALLEY FORD SALES	34.31	016	32700	RPRS & MAINT/FAC	526.33
35546	03/22/10	SANFORD MECHANICAL EQUIP CO.IN	526.33	001339	32673	REV VEH PARTS/FLT	32.72
35547	03/22/10	SANTA CRUZ AUTO PARTS, INC.	1,581.64	135	32674	REV VEH PARTS/PT	90.76
					32675	REV VEH PARTS/PT	589.07
					32676	REV VEH PARTS/PT	22.29
					32677	REV VEH PARTS/PT	188.23
					32678	REV VEH PARTS/FLT	90.05
					32679	CLEAN SUPPLY/FLT	187.18
					32680	REV VEH PARTS/FLT	32.99
					32681	REV VEH PARTS/FLT	1.37
					32882	REV VEH PARTS/FLT	19.49
					32683	REV VEH PARTS/FLT	13.10
					32692	REV VEH PARTS/PT	304.39
					32658	FEB ADS/FIN	166.88
					32659	FEB ADS/FIN	196.68
					32660	FEB ADS/FIN	184.76
					32661	FEB ADS/FIN	196.68
					32662	FEB ADS/FIN	202.64
					32631	FEB 10 PT SVCS	9,397.42
35549	03/22/10	SANTA CRUZ TRANSPORTATION, LLC	9,397.42	977	32745	SOIL TEST	1,160.00
35550	03/22/10	SOILCONTROL LAB	3,480.00	002067	32746	SOIL TEST	1,160.00
					32747	SOIL TEST	1,160.00
					32793	RESEARCH PARK RENT	12,415.52
35551	03/22/10	SCQUEL III ASSOCIATES	12,415.52	001075	32633	OUT RPR REV VEH/PT	730.22
35552	03/22/10	SPECIALIZED AUTO AND	2,399.85	001232	32702	OUT RPR REV VEH/PT	587.57
					32703	OUT RPR REV VEH/PT	932.28
					32750	OUT RPR REV VEH/PT	149.78
					32792	FEB USE TAX_PREPAY	279.00
					32626	EMERG RFR/LCL	120.00
35553	03/22/10	STATE BOARD OF EQUALIZATION	279.00	080	32728	PHYS EXAM RENEW/FLT	75.00
35554	03/22/10	TELEPHONICS	120.00	001299	32729	PHYS EXAM RENEW/FLT	75.00
35555	03/22/10	THANH N. VU MD	150.00	001165	32769	3/5-3/4/11 ANNUAL FE	328.00
35556	03/22/10	THOMSON REUTERS BARCLAYS	328.00	002675			

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 03/01/10 THRU 03/31/10

CHECK NUMBER	CHECK DATE	CHECK VENDOR NAME	CHECK VENDOR AMOUNT	VENDOR TYPE	VENDOR TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
35557	03/22/10	TOLINE, SHARON	10.00		32651	DMV/VTT FEE	10.00	
35558	03/22/10	UNITED PARCEL SERVICE	28.40		32776	FRT OUT/FLT	28.40	
35559	03/22/10	WATSONVILLE TRANSPORTATION, INC	13,447.02		32642	FEB PT SERVICES	13,447.02	
35560	03/22/10	WATSONVILLE CADILLAC, BUICK,	180.68		32664	REV VEH PARTS/PT	180.68	
35561	03/22/10	WEST PAYMENT CENTER	307.79		32701	FEB INFO CHARGES	307.79	
35562	03/22/10	WILSON, GEORGE H., INC.	999.35		32740	JAN HVAC/SVTC	138.00	
					32741	JAN HVAC/111 DUBOIS	108.00	
					32742	JAN HVAC/1200B RIVER	117.98	
					32743	JAN HVAC/GOLF CLUB	346.00	
					32744	JAN HVAC/WTC	289.37	
					32639	SAFETY SUPPLY/FAC	216.86	
35563	03/22/10	ZEE MEDICAL SERVICE CO.	216.86		32807	DMV/VTT FEES	39.00	
35564	03/29/10	ABACHERLI, ARLETTE	39.00		32986	LOCAL MEETING EXP	82.38	
35565	03/29/10	AGUIRRE, CIRO	82.38		32944	2/13-3/12 TI LINE	177.99	
35566	03/29/10	AT&T	549.00		32945	2/13-3/12 TRUNK LINE	371.01	
					32985	425 PROP ACQ 2/28	273.00	
35567	03/29/10	ATCH*SON,PARISON,CONDOTTI &	273.00	7	32885	APR 10 RET SUPP	57.73	
35568	03/29/10	BAILEY, NEIL	57.73	0	32886	SOIL SUR 425 FRONT	225.00	
35569	03/29/10	BAULDRY ENGINEERING, INC.	225.00		32985	FTA TRIENNIAL WRKSH	170.88	
35570	03/29/10	BEATTY, TOVE	210.88		32984	ARRA WORKSHOP	40.00	
					32828	APRIL 10 COBRA	382.77	
35571	03/29/10	BLUE SHIELD OF CALIFORNIA	1,508.86		32829	FEB-APR 10 COBRA	1,126.09	
					32842	PROF/TECH FEE	2,310.00	
35572	03/29/10	BORTNICK, ROBERT S. & ASSOC.	2,310.00	7	32868	APR 10 RET SUPP	75.05	
35573	03/29/10	BRADFORD, THOMAS	75.05	0	32869	APR 10 RET SUPP	57.73	
35574	03/29/10	BRIDGING, DENISE	57.73	0	32830	APR 10 RET SUPP	57.73	
35575	03/29/10	BROGDON, ROY	57.73		32830	APRIL 10 MEDICAL	468,677.46	
35576	03/29/10	CA PUBLIC EMPLOYEES'	468,677.46	0	32886	APR 10 RET SUPP	57.73	
35577	03/29/10	CAPELLA, KATHLEEN	57.73		32860	REV VEH PARTS/FLT	86.46	
35578	03/29/10	CAPITOL CLUTCH & BRAKE, INC.	86.46	0	32871	APR 10 RET SUPP	28.87	
35579	03/29/10	CARR, DALE	28.87		32942	ADV CA EMPLOYERS/FEES	274.97	
35580	03/29/10	CEB	413.77		32943	CA TORT LIAB 4TH UP	138.80	
					32893	APR 10 RET SUPP	28.87	
35581	03/29/10	CENTER, DOUG	28.87	0	32763	APR 10 RET SUPP	11,102.81	
35582	03/29/10	CLEAN ENERGY	17,805.39		32764	LNG 3/7/10	6,702.58	
					32956	LNG 3/9/10	1,325.00	
35583	03/29/10	CLUTCH COURIERS	1,325.00		32957	FEB 10 MAIL P/U	184.00	
35584	03/29/10	COMMUNITY TELEVISION OF	184.00		32834	BOD MTG 2/26/10	194.00	
35585	03/29/10	COSTCO	200.27		32894	OFFICE SUPPLY/OPS	200.27	
35586	03/29/10	CRAWFORD, TERRI	28.87	0	32760	APR 10 RET SUPP	28.87	
35587	03/29/10	CUMMINS WEST, INC.	2,666.42		32573	REV VEH PARTS/FLT	2,666.42	
35588	03/29/10	DAIMLER BUSES N. AMERICA INC.	454.75		32791	REV VEH PARTS/FLT	14.11	
					32872	REV VEH PARTS/FLT	340.64	
35589	03/29/10	DAVILA, ANA MARIA	28.87	0	32758	APR 10 RET SUPP	28.87	
35590	03/29/10	DIESEL MARINE ELECTRIC, INC.	1,961.42		32735	REV VEH PARTS/FLT	1,961.42	
35591	03/29/10	DIXON & SON TIRE, INC.	2,940.10		32736	MAR TIRES & TUBES/FL	1,444.27	
					32920	MAR TIRES & TUBES/PT	867.00	
					32921	MAR TIRES & TUBES/PT	288.53	
35592	03/29/10	DOGHERRA'S	55.00	7	32937	OUT RPR REV VEH/PT	340.30	
35593	03/29/10	DRAKE, JUDITH	28.87	0	32895	APR 10 RET SUPP	55.00	
							28.87	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 03/01/10 THRU 03/31/10

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
35594	03/29/10	165.55 001172	FERGUSON ENTERPRISES INC.	0	32571	CLEAN SUPPLY/FAC	165.55		
35595	03/29/10	57.73 M099	FIKE, LOUIS	0	32896	APR 10 RET SUPP	57.73		
35596	03/29/10	7,191.02 001158	FRICKE PARKS PRESS INC	0	32941	SPRING 10 HEADWAYS	7,191.02		
35597	03/29/10	51.54 M074	GABRIELE, BERNARD	0	32897	APR 10 RET SUPP	51.54		
35598	03/29/10	28.87 M040	GARBEZ, LINDA	0	32873	APR 10 RET SUPP	28.87		VOIDED
35599	03/29/10	57.73 M100	GARCIA, HELEN	0	32874	APR 10 RET SUPP	57.73		VOIDED
35599	03/29/10	-57.73 M100	GARCIA, HELEN	0	32874	APR 10 RET SUPP	-57.73		**VOID
35600	03/29/10	244.12 1-7	GILLIG LLC	0	32766	REV VEH/SAFETY/FILT	244.12		
35601	03/29/10	28.87 M101	GOES, ALAN	0	32898	APR 10 RET SUPP	28.87		
35602	03/29/10	57.73 M041	GOUVEIA, ROBERT	0	32873	APR 10 RET SUPP	57.73		
35603	03/29/10	1,266.86 282	GRAINGER	0	32704	SAFETY/REV VEH/FILT	220.44		
					32850	RPRS & MAINT/FAC	445.88		
					32851	RPR & MAINT CR	-394.75		
					32852	RPRS & MAINT/FAC	682.91		
					32853	RPRS & MAINT CR	-604.60		
					32946	RPRS & MAINT/FAC	1,086.56		
					32947	949924 CR	-167.58		
					32876	APR 10 RET SUPP	75.11		
35604	03/29/10	75.11 M081	HALL, JAMES	0	32876	APR 10 RET SUPP	75.11		
35605	03/29/10	72.27 510A	HASLER, INC.	0	32963	4/1-4/30 RENTAL/ADM	72.27		
35606	03/29/10	75.05 M043	HOLDNICK, JAMES	0	32877	APR 10 RET SUPP	75.05		
35607	03/29/10	154.84 166	HOSE SHOP, THE	0	32574	REV VEH PARTS/FILT	71.49		
					32754	REV VEH PARTS/FILT	83.35		
					32831	COPIER MOVE	300.00		
35608	03/29/10	300.00 215	IKOM OFFICE SOLUTIONS	0	32831	COPIER MOVE	300.00		
35609	03/29/10	28.87 M104	JUSSEL, PETE	0	32899	APR 10 RET SUPP	28.87		
35610	03/29/10	291.85 M061	KAMEDA, TERRY	0	32887	APR 10 RET SUPP	291.85		
35611	03/29/10	1,140.00 878	KELLY SERVICES, INC.	7	32843	TEMP/OPS W/E 3/7	1,140.00		
35612	03/29/10	29.25 074	KENVILLE LOCKSMITHS	7	32755	RPRS & MAINT/FAC	17.75		
					32756	RPRS & MAINT/FAC	11.50		
					32804	CAPITOLA MALL RENT	1,645.13		
35613	03/29/10	1,645.13 001119	MACERICH PARTNERSHIP LP	7	32804	CAPITOLA MALL RENT	1,645.13		
35614	03/29/10	803.40 001145	MANAGED HEALTH NETWORK	0	32847	April 10 EAP	803.40		
35615	03/29/10	1,006.72 001052	MID VALLEY SUPPLY	0	32156	CLEAN SUPPLY/FAC	436.25		
					32453	CLEAN SUPPLY/CR	-1,085.25		
					32636	CLEAN SUPPLY/FAC	78.66		
					32637	CLEAN SUPPLY/FAC	118.70		
					32636	CLEAN SUPPLY/FAC	234.07		
					32790	CLEAN SUPPLY/FAC	1,224.29		
					32689	UNIF & LAUNDRY/FILT	69.85		
35616	03/29/10	338.33 041	MISSION UNIFORM	0	32689	UNIF & LAUNDRY/FILT	69.85		
					32690	UNIF & LAUNDRY/FILT	185.78		
					32762	UNIF & LAUNDRY/FAC	49.51		
					32801	UNIF & LAUNDRY/FILT	2.17		
					32931	UNIF & LAUNDRY/PT	31.02		
					32572	REV VEH PARTS/FILT	323.12		
					32739	REV VEH PARTS/FILT	276.98		
					32802	REV VEH PARTS/FILT	104.24		
					32948	REV VEH PARTS/FILT	527.54		
					32809	TRIANNUAL EVAC PLAN	77.53		
					32878	APR 10 RET SUPP	28.87		
					32805	2/10-3/11 RES PARK	1,137.60		
					32888	APR 10 RET SUPP	319.71		
					32879	APR 10 RET SUPP	57.73		
35617	03/29/10	1,231.88 001063	NEW FLYER INDUSTRIES LIMITED	0	32879	APR 10 RET SUPP	57.73		
					35618	NJAA, SHILDON	77.53		
					35619	O'MARA, KATHLEEN	28.87		
					35620	PACIFIC GAS & ELECTRIC	1,137.60		
					35621	PARHAM, WALLACE	319.71		
					35622	PENDRAGON, LINDA	57.73		

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 03/01/10 THRU 03/31/10

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
35623	03/29/10	28.87 M109	28.87	Perez, Cheryl	0	32880	APR 10 RET SUPP	28.87	
35624	03/29/10	258.43 M064	258.43	Peters, Terrie	0	32889	APR 10 RET SUPP	258.43	
35625	03/29/10	28.87 M070	28.87	Picarella, Francis	0	32890	APR 10 RET SUPP	28.87	
35626	03/29/10	424.00 481	424.00	Pied Piper Exterminators, Inc.	0	32799	FEB PEST CONTROL	241.00	
						32800	FEB PEST CONTROL	183.00	
35627	03/29/10	319.71 M058	319.71	Poterte, Beverly	0	32891	APR 10 RET SUPP	319.71	
35628	03/29/10	1,500.00 001149	1,500.00	Preferred Plumbing, Inc.	7	32757	OUT RPR/MMF	1,500.00	
35629	03/29/10	1,779.39 882	1,779.39	Print Shop Santa Cruz	7	32844	DAILY VEH FORMS/OPS	108.41	
						32939	ENVELOPES/PT	82.13	
						32930	FORMS PRINT/PT	1,588.85	
35630	03/29/10	69.37 107A	69.37	PROBUILD		32707	PARTS & SUPPLY/FLT	25.58	
						32708	RPRS & MAINT/FAC	43.79	
35631	03/29/10	1,178.60 001153	1,178.60	Republic Elevator Company		32950	RPR/PACIFIC	1,178.60	
35632	03/29/10	49.00 E481	49.00	Reynolds, Michael		32808	DMV/VTT FEES	49.00	
35633	03/29/10	3,611.20 001098	2,632.00	Robert Half Management Resource		32826	TEMP/FIN W/E 3/5	2,632.00	
						32827	TEMP/R/R W/E 3/5	979.20	
35634	03/29/10	57.73 M085	57.73	Rossi, Denise	0	32881	APR 10 RET SUPP	57.73	
35635	03/29/10	28.87 M030	28.87	Rowe, Ruby		32882	APR 10 RET SUPP	28.87	
35636	03/29/10	93.29 018	93.29	Salinas Valley Ford Sales		32940	SAFETY SUPPLY/PT	93.29	
35637	03/29/10	248.55 135	127.68	Santa Cruz Auto Parts, Inc.		32693	REV VEH PARTS/FLT	127.68	
						32694	CR 12706	-57.18	
						32695	REV VEH PARTS/FLT	49.58	
						32696	OTH MOBILE SUPPLY/FL	156.37	
						32697	REV VEH PARTS/FLT	47.70	
						32923	REV VEH PARTS/PT	276.97	
						32924	REV VEH PARTS CR/PT	-276.97	
						32925	REV VEH PARTS CR/PT	-76.65	
						32926	REV VEH PARTS CR/PT	-142.35	
						32927	REV VEH PARTS/PT	95.27	
						32928	REV VEH PARTS/PT	48.13	
35638	03/29/10	2.84 848	2.84	Santa Cruz Electronics, Inc.		32765	REV VEH PARTS/FLT	2.84	
35639	03/29/10	9,192.87 079	9,192.87	Santa Cruz Municipal Utilities		32908	2/17-3/15 111 DUBOIS	88.25	
						32909	2/17-3/15 ENCINAL	149.25	
						32910	2/17-3/15 PACIFIC	2,462.13	
						32911	2/17-3/15 PACIFIC	86.16	
						32912	2/17-3/15 1200A RVR	2,805.88	
						32913	2/17-3/15 1200B RVR	908.85	
						32914	2/17-3/15 111 DUBOIS	408.94	
						32915	2/17-3/15 GOLF	49.79	
						32916	2/17-3/15 GOLF	1,174.15	
						32917	2/17-3/15 VERNON	62.36	
						32918	2/17-3/15 VERNON	438.71	
						32919	2/17-3/15 ENCINAL	558.40	
35640	03/29/10	2,500.00 002267	2,500.00	Shaw / Yoder / Anitih, Inc.		32959	MAR 10 LEG SVCS	2,500.00	
35641	03/29/10	302.74 M010	302.74	Short, Sloan	0	32892	APR 10 RET SUPP	302.74	
35642	03/29/10	28.87 M12	28.87	Silva, Edwardo	0	32900	APR 10 RET SUPP	28.87	
35643	03/29/10	57.73 M054	57.73	Sloan, Francis	0	32883	APR 10 RET SUPP	57.73	
35644	03/29/10	1,709.74 001232	1,709.74	Specialized Auto And		32932	OUT RPR REV VEH/PT	420.40	
						32933	OUT RPR REV VEH/PT	276.95	
						32934	OUT RPR REV VEH/PT	39.88	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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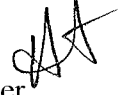
DATE: 03/01/10 THRU 03/31/10

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
35645	03/29/10	169.02	001976		32935	OUT RPR REV VEH/PT	353.34	
35646	03/29/10	247.50	002805		32936	OUT RPR REV VEH/PT	619.17	
35647	03/29/10	525.00	001165	7	32570	REV VEH PARTS/FLT	169.02	
					32845	OUT RPR EQUIP/OPS	247.50	
					32835	EMPLOY EXAM/OPS	75.00	
					32836	EMPLOY EXAM	75.00	
					32837	EMPLOY EXAM/OPS	75.00	
					32838	EMPLOY EXAM/OPS	75.00	
					32839	EMPLOY EXAM/OPS	75.00	
					32840	EMPLOY EXAM/OPS	75.00	
					32841	EMPLOY EXAM/OPS	75.00	
35648	03/29/10	28.87	M086	0	32884	APR 10 RET SUPP	28.87	
35649	03/29/10	5,020.02	057		32884	4246044555645971	933.29	
					32903	4246044555645971	50.00	
35650	03/29/10	97.30	007		32903	4246044555645971	4,036.73	
					32907	FRT OUT/FLT	25.81	VOIDED
35650	03/29/10	-87.30	007		32907	FRT OUT/FLT	71.49	
35651	03/29/10	10.96	946		32803	FRT OUT/FLT	-25.81	**VOID
35652	03/29/10	544.12	002829		32907	FRT OUT/FLT	-71.49	
35653	03/29/10	1,483.44	221		32846	3/3-3/30 RENTAL/OPS	10.96	
35654	03/29/10	90.02	434		32759	REV VEH PARTS/FLT	544.12	
35655	03/29/10	291.85	M076	0	32761	REV VEH PARTS/FLT	1,483.44	
35656	03/29/10	850.13	001239	0	32906	PC CARDS/ADM	90.02	
					32901	APR 10 RET SUPP	291.85	
35657	03/29/10	31.12	M115		32968	NOV A&E SVCS/VERNON	750.00	
35658	03/29/10	172.00	186	0	32969	DEC A&E SVCS/VERNON	100.13	
35659	03/29/10	28.87	M088	0	32902	APR 10 RET SUPP	31.12	
					32798	JAN HVAC/VERNON	172.00	
					32885	APR 10 RET SUPP	28.87	
TOTAL		2,736,670.89	ACCOUNTS PAYABLE			TOTAL CHECKS	375	2,756,670.89

5-1.17

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager
SUBJECT: MONTHLY BUDGET STATUS REPORTS FOR MARCH 2010



I. RECOMMENDED ACTION

Staff recommends that the Board of Directors accept and file the monthly budget status reports for March 2010.

II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of March 2010 were \$176K or 5 % under the amount of revenue expected for March 2010.
- **Consolidated Operating Expenses** for the month of March 2010 were \$165K or 5 % under budget for the month of March 2010.
- **Capital Budget** spending year to date through March 2010 was \$5,379K or 27 % of the Capital budget.

III. DISCUSSION

An analysis of Santa Cruz METRO's budget status is prepared monthly in order to apprise the Board of Directors of Santa Cruz METRO's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of Santa Cruz METRO's FY10 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed 75%.

5-2.1

A. Operating Revenue

For the month of March 2010 Operating Revenues were \$176K or 5 % under the amount of revenue expected for March 2010. Revenue variances are explained in the notes at the end of the revenue report.

B. Operating Expense by Department

Total Operating Expenses by Department for the month of March 2010 were \$165K or 5 % under budget; 2 % over where we were in FY09. The majority of the variance is due to lower than anticipated Fuel & Lube Rev Vehicles and Rev Vehicle Parts expenses.

C. Consolidated Operating Expenses

Consolidated Operating Expenses for the month of March 2010 were \$165K or 5 % under budget. Personnel Expenses, Fuels & Lube Rev Veh, and Rev Vehicle Parts all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

D. Capital Budget

Capital Budget spending year to date through March 2010 was \$5,379K or 27 % of the Capital budget. Of this, \$2,809K or 67 % has been spent on the MetroBase Maintenance Facility project and \$2,004K or 84 % has been spent on the Purchase & Renovation of Vernon Bldg.

IV. FINANCIAL CONSIDERATIONS

Due to the severe economic downturn and the resulting significant decline in revenue, staff is implementing cost - cutting strategies and diligently looking at different scenarios and options in order to close the projected budget gap.

Attachment A: FY10 Operating Revenue for the month ending – 03/31/10
FY10 Operating Expenses by Department for the month ending – 03/31/10
FY10 Consolidated Operating Expenses for the month ending – 03/31/10
FY10 Capital Budget Reports for the month ending – 03/31/10

Prepared by: Kristina Mihaylova, Financial Analyst
Date Prepared: May 05, 2010

5-2.2

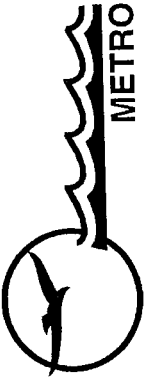


FY10
Operating Revenue
For the month ending - March 31, 2010

Percent of Year Elapsed - 75%

Revenue Source	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
Passenger Fares	\$ 284,863	\$ 278,382	\$ 6,481	2%		\$ 2,384,619	\$ 2,526,680	\$ (142,061)	-6%	\$ 2,384,619	\$ 2,503,993	\$ (119,374)	-5%
Paratransit Fares	\$ 22,203	\$ 23,548	\$ (1,345)	-6%		\$ 178,166	\$ 263,161	\$ (84,995)	-32%	\$ 178,166	\$ 259,036	\$ (80,870)	-31%
Special Transit Fares	\$ 337,018	\$ 356,207	\$ (19,189)	-5%		\$ 2,478,622	\$ 2,670,120	\$ (191,498)	-7%	\$ 2,478,622	\$ 2,603,433	\$ (124,811)	-5%
Highway 17 Fares	\$ 97,998	\$ 93,460	\$ 4,538	5%		\$ 796,553	\$ 814,697	\$ (18,144)	-2%	\$ 796,553	\$ 787,407	\$ 9,146	1%
Highway 17 Payments	\$ 35,576	\$ 35,253	\$ 323	1%		\$ 323,357	\$ 316,079	\$ 7,278	2%	\$ 323,357	\$ 320,003	\$ 3,354	1%
Subtotal Passenger Revenue	\$ 777,658	\$ 786,850	\$ (9,192)	-1%	1	\$ 6,161,318	\$ 6,590,737	\$ (429,419)	-7%	\$ 6,161,318	\$ 6,473,872	\$ (312,554)	-5%
Commissions	\$ -	\$ 459	\$ (459)	-100%		\$ 4,015	\$ 4,123	\$ (108)	-3%	\$ 4,015	\$ 4,522	\$ (507)	-11%
Advertising Income	\$ 20,329	\$ 4,938	\$ 15,391	312%	2	\$ 189,531	\$ 137,944	\$ 51,587	37%	\$ 189,531	\$ 122,255	\$ 67,276	55%
Rent Income - SC Pacific Station	\$ 7,520	\$ 7,714	\$ (194)	-3%		\$ 68,780	\$ 68,630	\$ 150	0%	\$ 68,780	\$ 67,594	\$ 1,186	2%
Rent Income - Watsonville TC	\$ 2,910	\$ 2,675	\$ 235	9%		\$ 26,006	\$ 26,375	\$ (369)	-1%	\$ 26,006	\$ 28,151	\$ (2,145)	-8%
Rent Income - General	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 12,659	\$ (12,659)	-100%
Interest Income	\$ 14,827	\$ 3,918	\$ 10,909	278%	3	\$ 148,771	\$ 38,510	\$ 110,261	286%	\$ 148,771	\$ 326,121	\$ (177,350)	-54%
Other Non-Transp Revenue	\$ 249	\$ 485	\$ (236)	-49%		\$ 7,102	\$ 4,365	\$ 2,737	63%	\$ 7,102	\$ 5,194	\$ 1,908	37%
Sales Tax Revenue	\$ 1,230,411	\$ 1,232,323	\$ (1,912)	0%		\$ 10,867,994	\$ 12,852,774	\$ (1,984,780)	-15%	\$ 10,867,994	\$ 12,343,599	\$ (1,475,605)	-12%
Transp Dev Act (TDA) - Op Asst	\$ 1,195,027	\$ 1,387,805	\$ (192,778)	-14%	4	\$ 3,806,710	\$ 4,163,415	\$ (356,705)	-9%	\$ 3,806,710	\$ 4,483,848	\$ (677,138)	-15%
Subtotal Other Revenue	\$ 2,471,273	\$ 2,640,317	\$ (169,044)	-6%		\$ 15,118,909	\$ 17,296,136	\$ (2,177,227)	-13%	\$ 15,118,909	\$ 17,393,943	\$ (2,275,034)	-13%
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%		\$ 3,645,442	\$ 3,645,442	\$ -	0%	\$ 3,645,442	\$ 3,426,293	\$ 219,149	6%
Repay FTA Advance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	\$ -	0%		\$ 170,894	\$ 170,894	\$ -	0%	\$ 170,894	\$ 161,615	\$ 9,279	6%
Sec 5303 - AMBAG Funding	\$ 2,483	\$ -	\$ 2,483	100%		\$ 4,351	\$ -	\$ 4,351	100%	\$ 4,351	\$ 13,259	\$ (8,908)	-67%
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal Grant Revenue	\$ 2,483	\$ -	\$ 2,483	100%		\$ 3,820,687	\$ 3,816,336	\$ 4,351	0%	\$ 3,820,687	\$ 3,601,167	\$ 219,520	6%
Subtotal Operating Revenue	\$ 3,251,414	\$ 3,427,167	\$ (175,753)	-5%		\$ 25,100,914	\$ 27,703,209	\$ (2,602,295)	-9%	\$ 25,100,914	\$ 27,468,982	\$ (2,368,068)	-9%
Total Operating Expenses	\$ 3,256,677					\$ 26,528,221				\$ 26,528,221	\$ 25,905,543		
Variance	\$ (5,263)					\$ (1,427,307)				\$ (1,427,307)	\$ 1,563,440		
One-Time Revenue													
Transfer (to)/from Capital Reserves	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Cash Flow Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from W/C Reserve	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Liab Ins Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Carryover from Previous Year	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal One-Time Revenue	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Total Revenue	\$ 3,251,414	\$ 3,427,167	\$ (175,753)	-5%		\$ 25,100,914	\$ 27,703,209	\$ (2,602,295)	-9%	\$ 25,100,914	\$ 27,468,982	\$ (2,368,068)	-9%
Total Operating Expenses	\$ 3,256,677					\$ 26,528,221				\$ 26,528,221	\$ 28,626,568		
Variance	\$ (5,263)					\$ (1,427,307)				\$ (1,427,307)	\$ (1,157,586)		

5-2.91



Percent of Year Elapsed - 75%

FY10
Operating Revenue
For the month ending - March 31, 2010

Revenue Source	Current Period			Year to Date			YTD Year Over Year Comparison					
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY09	FY10	\$ Var	% Var

Current Period Notes:

- 1) Passenger Revenue is under budget due to decreased ridership (Spring break at UCSC and Cabrillo College).
- 2) Advertising Income is over budget due to more advertising than expected.
- 3) Interest Income is over budget due to revenue budgeted using County Treasury estimates, while a higher interest rate was actually paid.
- 4) Transp Dev Act (TDA) - Op Assist is under budget due to current economic conditions. TDA revenue allocation was reduced 10 % to \$5,001,649 by RTC in January 2010.

5-2.a2



FY10
Operating Expenses by Department
For the month ending - March 31, 2010

	Current Period				Notes	Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var		Actual	Budget	\$ Var	% Var	Actual FY10	FY09	\$ Var	% Var
Departmental Personnel Expenses													
700 - SCCIC			\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
1100 - Administration	\$ 47,002	\$ 53,237	\$ (6,235)	-12%		\$ 535,790	\$ 570,345	\$ (34,555)	-6%	\$ 535,790	\$ 664,918	\$ (129,128)	-19%
1200 - Finance	\$ 99,398	\$ 97,142	\$ 2,256	2%		\$ 786,466	\$ 874,278	\$ (87,812)	-10%	\$ 786,466	\$ 625,817	\$ 160,649	26%
1300 - Customer Service	\$ 30,310	\$ 39,070	\$ (8,760)	-22%		\$ 284,520	\$ 351,630	\$ (67,109)	-19%	\$ 284,520	\$ 332,649	\$ (48,129)	-14%
1400 - Human Resources	\$ 45,967	\$ 50,597	\$ (4,630)	-9%		\$ 388,497	\$ 455,375	\$ (66,878)	-15%	\$ 388,497	\$ 401,359	\$ (12,862)	-3%
1500 - Information Technology	\$ 49,618	\$ 44,061	\$ 5,557	13%		\$ 391,960	\$ 396,548	\$ (4,588)	-1%	\$ 391,960	\$ 370,174	\$ 21,786	6%
1700 - District Counsel	\$ 39,865	\$ 65,705	\$ (25,840)	-39%		\$ 363,011	\$ 390,344	\$ (27,333)	-7%	\$ 363,011	\$ 317,067	\$ 45,944	14%
1800 - Risk Management			\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
2200 - Facilities Maintenance	\$ 79,286	\$ 87,177	\$ (7,890)	-9%		\$ 706,546	\$ 784,591	\$ (78,045)	-10%	\$ 706,546	\$ 713,630	\$ (7,084)	-1%
3100 - Paratransit Program	\$ 267,826	\$ 307,169	\$ (39,342)	-13%		\$ 2,366,988	\$ 2,764,515	\$ (397,528)	-14%	\$ 2,366,988	\$ 2,271,589	\$ 95,399	4%
3200 - Operations	\$ 176,814	\$ 172,015	\$ 4,799	3%		\$ 1,534,795	\$ 1,570,619	\$ (35,824)	-2%	\$ 1,534,795	\$ 1,449,587	\$ 85,208	6%
3300 - Bus Operators	\$ 1,438,281	\$ 1,195,056	\$ 243,225	20%		\$ 10,236,181	\$ 10,739,998	\$ (503,817)	-5%	\$ 10,236,181	\$ 9,862,574	\$ 373,607	4%
4100 - Fleet Maintenance	\$ 315,886	\$ 324,746	\$ (8,861)	-3%		\$ 2,680,263	\$ 2,922,713	\$ (242,450)	-8%	\$ 2,680,263	\$ 2,779,770	\$ (99,507)	-4%
9001 - Cobra Benefits	\$ (884)	\$ -	\$ (884)	100%		\$ 5,351	\$ -	\$ 5,351	100%	\$ 5,351	\$ 2,421	\$ 2,930	121%
9005 - Retired Employee Benefits	\$ 162,615	\$ 180,037	\$ (17,423)	-10%		\$ 1,202,615	\$ 1,620,335	\$ (417,720)	-26%	\$ 1,202,615	\$ 1,193,931	\$ 8,684	1%
9014 - Operating Grants			\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
110020 - Operating Grants			\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit			\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal Personnel Expenses	\$ 2,751,982	\$ 2,616,010	\$ 135,972	5%		\$ 21,482,983	\$ 23,441,290	\$ (1,958,308)	-8%	\$ 21,482,983	\$ 20,985,486	\$ 497,497	2%
Departmental Non-Personnel Expenses													
700 - SCCIC	\$ -	\$ 4	\$ (4)	-100%		\$ 250	\$ 283	\$ (33)	-12%	\$ 250	\$ 270	\$ (20)	-7%
1100 - Administration	\$ 27,966	\$ 32,146	\$ (4,180)	-13%		\$ 192,561	\$ 240,319	\$ (47,758)	-20%	\$ 192,561	\$ 175,893	\$ 16,668	9%
1200 - Finance	\$ 106,690	\$ 107,720	\$ (1,030)	-1%		\$ 736,623	\$ 752,979	\$ (16,356)	-2%	\$ 736,623	\$ 651,478	\$ 85,145	13%
1300 - Customer Service	\$ 18,949	\$ 16,130	\$ 2,819	17%		\$ 60,185	\$ 78,470	\$ (18,285)	-23%	\$ 60,185	\$ 66,261	\$ (6,076)	-9%
1400 - Human Resources	\$ 2,135	\$ 16,081	\$ (13,946)	-87%		\$ 50,660	\$ 144,730	\$ (94,070)	-65%	\$ 50,660	\$ 26,349	\$ 24,311	92%
1500 - Information Technology	\$ 17,674	\$ 15,118	\$ 2,557	17%		\$ 135,504	\$ 142,255	\$ (6,751)	-5%	\$ 135,504	\$ 71,535	\$ 63,969	89%
1700 - District Counsel	\$ 2,547	\$ 1,692	\$ 855	51%		\$ 13,154	\$ 15,222	\$ (2,067)	-14%	\$ 13,154	\$ 11,315	\$ 1,839	16%
1800 - Risk Management	\$ 6,603	\$ 20,833	\$ (14,230)	-68%		\$ 51,397	\$ 187,498	\$ (136,101)	-73%	\$ 51,397	\$ 35,889	\$ 15,508	43%
2200 - Facilities Maintenance	\$ 104,307	\$ 110,166	\$ (5,859)	-5%		\$ 1,207,222	\$ 1,197,987	\$ 9,235	1%	\$ 1,207,222	\$ 1,239,575	\$ (32,353)	-3%
3100 - Paratransit Program	\$ 42,067	\$ 74,438	\$ (32,370)	-43%		\$ 534,056	\$ 669,939	\$ (135,883)	-20%	\$ 534,056	\$ 466,794	\$ 67,262	14%
3200 - Operations	\$ 47,098	\$ 47,438	\$ (340)	-1%		\$ 372,458	\$ 400,031	\$ (27,573)	-7%	\$ 372,458	\$ 418,604	\$ (46,146)	-11%
3300 - Bus Operators	\$ -	\$ 638	\$ (638)	-100%		\$ 4,574	\$ 5,739	\$ (1,165)	-20%	\$ 4,574	\$ 4,164	\$ 410	10%
4100 - Fleet Maintenance	\$ 128,658	\$ 362,866	\$ (234,209)	-65%		\$ 1,691,527	\$ 3,476,484	\$ (1,784,957)	-51%	\$ 1,691,527	\$ 1,738,645	\$ (47,118)	-3%
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%		\$ (4,935)	\$ -	\$ (4,935)	100%	\$ (4,935)	\$ -	\$ (4,935)	100%
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%		\$ -	\$ 3	\$ (3)	-100%	\$ -	\$ -	\$ -	0%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 13,290	\$ (13,290)	-100%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 0	\$ (0)	-100%
Subtotal Non-Personnel Expenses	\$ 504,695	\$ 805,270	\$ (300,575)	-37%		\$ 5,045,236	\$ 7,311,939	\$ (2,266,703)	-31%	\$ 5,045,236	\$ 4,920,062	\$ 125,174	3%

5-2.61



FY10
Operating Expenses by Department
For the month ending - March 31, 2010

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
Total Departmental Expenses													
700 - SCCIC	\$ -	\$ 4	\$ (4)	-100%		\$ 250	\$ 283	\$ (33)	-12%	\$ 250	\$ 270	\$ (20)	-7%
1100 - Administration	\$ 74,968	\$ 85,383	\$ (10,415)	-12%		\$ 728,352	\$ 810,664	\$ (82,313)	-10%	\$ 728,352	\$ 840,811	\$ (112,459)	-13%
1200 - Finance	\$ 206,088	\$ 204,862	\$ 1,226	1%		\$ 1,523,089	\$ 1,627,257	\$ (104,168)	-6%	\$ 1,523,089	\$ 1,277,295	\$ 245,794	19%
1300 - Customer Service	\$ 49,259	\$ 55,200	\$ (5,940)	-11%		\$ 344,705	\$ 430,100	\$ (85,394)	-20%	\$ 344,705	\$ 398,910	\$ (54,205)	-14%
1400 - Human Resources	\$ 48,102	\$ 66,678	\$ (18,576)	-28%	1	\$ 439,157	\$ 600,105	\$ (160,947)	-27%	\$ 439,157	\$ 427,708	\$ 11,449	3%
1500 - Information Technology	\$ 67,292	\$ 59,178	\$ 8,114	14%		\$ 527,464	\$ 538,803	\$ (11,339)	-2%	\$ 527,464	\$ 441,709	\$ 85,755	19%
1700 - District Counsel	\$ 42,412	\$ 67,396	\$ (24,985)	-37%		\$ 376,165	\$ 405,565	\$ (29,401)	-7%	\$ 376,165	\$ 328,382	\$ 47,783	15%
1800 - Risk Management	\$ 6,603	\$ 20,833	\$ (14,230)	-68%		\$ 51,397	\$ 187,498	\$ (136,101)	-73%	\$ 51,397	\$ 35,889	\$ 15,508	43%
2200 - Facilities Maintenance	\$ 183,593	\$ 197,342	\$ (13,749)	-7%		\$ 1,913,768	\$ 1,982,578	\$ (68,810)	-3%	\$ 1,913,768	\$ 1,953,205	\$ (39,437)	-2%
3100 - Paratransit Program	\$ 309,894	\$ 381,606	\$ (71,713)	-19%	2	\$ 2,901,043	\$ 3,434,454	\$ (533,411)	-16%	\$ 2,901,043	\$ 2,738,383	\$ 162,660	6%
3200 - Operations	\$ 223,912	\$ 219,453	\$ 4,458	2%		\$ 1,907,253	\$ 1,970,650	\$ (63,398)	-3%	\$ 1,907,253	\$ 1,868,191	\$ 39,062	2%
3300 - Bus Operators	\$ 1,438,281	\$ 1,195,693	\$ 242,587	20%	3	\$ 10,240,755	\$ 10,745,737	\$ (504,982)	-5%	\$ 10,240,755	\$ 9,866,738	\$ 374,017	4%
4100 - Fleet Maintenance	\$ 444,543	\$ 687,613	\$ (243,069)	-35%	4	\$ 4,371,790	\$ 6,399,197	\$ (2,027,407)	-32%	\$ 4,371,790	\$ 4,518,415	\$ (146,625)	-3%
9001 - Cobra Benefits	\$ (884)	\$ -	\$ (884)	100%		\$ 416	\$ -	\$ 416	100%	\$ 416	\$ 2,421	\$ (2,005)	-83%
9005 - Retired Employee Benefits	\$ 162,615	\$ 180,037	\$ (17,423)	-10%		\$ 1,202,615	\$ 1,620,338	\$ (417,723)	-26%	\$ 1,202,615	\$ 1,193,931	\$ 8,684	1%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 13,290	\$ (13,290)	-100%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 0	\$ (0)	-100%
Total Operating Expenses	\$ 3,256,677	\$ 3,421,280	\$ (164,603)	-5%		\$ 26,528,220	\$ 30,753,233	\$ (4,225,013)	-14%	\$ 26,528,220	\$ 25,905,542	\$ 622,678	2%

** does not include depreciation

Current Period Notes:

- 1) **Human Resources** is under budget due to a vacant funded position and Prof & Tech Fees straight-lined.
- 2) **Paratransit Program** is under budget due to vacant funded positions and extended leaves.
- 3) **Bus Operators** is over budget due to the settlement of a Worker's Comp Claim. METRO will be receiving a recovery check for this claim in May from the Excess Worker's Comp carrier.
- 4) **Fleet** is under budget due to vacant funded positions, lower than anticipated prices of fuel and the receipt of the quarterly fuel tax credit (\$140K) in March 2010.

5-2.62



FY10
Consolidated Operating Expenses
For the month ending - March 31, 2010

	Current Period				Notes	Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var		Actual	Budget	\$ Var	% Var	FY10	FY09	\$ Var	% Var
LABOR													
501011 Bus Operator Pay	\$ 660,620	\$ 678,293	\$ (17,672)	-3%		\$ 5,580,884	\$ 6,104,632	\$ (523,748)	-9%	\$ 5,580,884	\$ 5,755,198	\$ (174,314)	-3%
501013 Bus Operator Overtime	\$ 172,279	\$ 111,733	\$ 60,546	54%		\$ 1,268,006	\$ 1,005,596	\$ 262,410	26%	\$ 1,268,006	\$ 1,025,152	\$ 242,854	24%
501021 Other Salaries	\$ 584,836	\$ 570,460	\$ 14,376	3%		\$ 4,808,146	\$ 5,049,298	\$ (241,151)	-5%	\$ 4,808,146	\$ 4,641,809	\$ 166,338	4%
501023 Other Overtime	\$ 24,601	\$ 25,297	\$ (696)	-3%		\$ 252,889	\$ 234,653	\$ 18,235	8%	\$ 252,889	\$ 193,242	\$ 59,646	31%
Total Labor -	\$ 1,442,336	\$ 1,385,782	\$ 56,553	4%		\$ 11,909,925	\$ 12,394,179	\$ (484,254)	-4%	\$ 11,909,925	\$ 11,615,401	\$ 294,524	3%
FRINGE BENEFITS													
502011 Medicare/Soc. Sec.	\$ 20,222	\$ 21,390	\$ (1,168)	-5%		\$ 172,973	\$ 193,634	\$ (20,661)	-11%	\$ 172,973	\$ 163,233	\$ 9,739	6%
502021 Retirement	\$ 190,234	\$ 198,175	\$ (7,941)	-4%		\$ 1,636,427	\$ 1,793,939	\$ (157,512)	-9%	\$ 1,636,427	\$ 1,674,626	\$ (38,199)	-2%
502031 Medical Insurance	\$ 457,800	\$ 527,294	\$ (69,493)	-13%		\$ 3,831,699	\$ 4,752,713	\$ (921,015)	-19%	\$ 3,831,699	\$ 3,848,238	\$ (16,540)	0%
502041 Dental Insurance	\$ 40,592	\$ 46,350	\$ (5,758)	-12%		\$ 359,873	\$ 417,701	\$ (57,829)	-14%	\$ 359,873	\$ 354,102	\$ 5,771	2%
502045 Vision Insurance	\$ 12,227	\$ 12,029	\$ 198	2%		\$ 101,760	\$ 108,430	\$ (6,670)	-6%	\$ 101,760	\$ 100,174	\$ 1,586	2%
502051 Life Insurance	\$ 3,618	\$ 4,313	\$ (694)	-16%		\$ 32,265	\$ 38,897	\$ (6,632)	-17%	\$ 32,265	\$ 32,479	\$ (215)	-1%
502060 State Disability	\$ 18,276	\$ 26,404	\$ (8,128)	-31%		\$ 147,420	\$ 238,584	\$ (91,164)	-38%	\$ 147,420	\$ 122,579	\$ 24,841	20%
502061 Disability Insurance	\$ 17,236	\$ 22,449	\$ (5,213)	-23%		\$ 157,038	\$ 203,843	\$ (46,804)	-23%	\$ 157,038	\$ 160,384	\$ (3,345)	-2%
502071 State Unemp. Ins	\$ 858	\$ 4,434	\$ (3,576)	-81%		\$ 63,025	\$ 39,907	\$ 23,118	58%	\$ 63,025	\$ 51,601	\$ 11,424	22%
502081 Worker's Comp Ins	\$ 324,148	\$ 85,756	\$ 238,392	278%		\$ 728,022	\$ 771,804	\$ (43,782)	-6%	\$ 728,022	\$ 641,793	\$ 86,229	13%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 2,119	\$ 26,666	\$ (24,547)	-92%		\$ 258,958	\$ 324,839	\$ (65,881)	-20%	\$ 258,958	\$ 275,501	\$ (16,543)	-6%
502103 Floating Holiday	\$ 491	\$ 6,042	\$ (5,551)	-92%		\$ 23,386	\$ 54,375	\$ (30,990)	-57%	\$ 23,386	\$ 18,164	\$ 5,222	29%
502109 Sick Leave	\$ 50,335	\$ 96,376	\$ (46,040)	-48%		\$ 539,840	\$ 703,755	\$ (163,915)	-23%	\$ 539,840	\$ 480,059	\$ 59,781	12%
502111 Annual Leave	\$ 147,633	\$ 127,977	\$ 19,656	15%		\$ 1,335,298	\$ 1,172,524	\$ 162,774	14%	\$ 1,335,298	\$ 1,291,917	\$ 43,381	3%
502121 Other Paid Absence	\$ 16,315	\$ 10,657	\$ 5,659	53%		\$ 115,383	\$ 95,912	\$ 19,471	20%	\$ 115,383	\$ 97,284	\$ 18,099	19%
502251 Physical Exams	\$ 1,295	\$ 1,108	\$ 187	17%		\$ 7,952	\$ 9,973	\$ (2,021)	-20%	\$ 7,952	\$ 5,510	\$ 2,442	44%
502253 Driver Lic Renewal	\$ 157	\$ 367	\$ (210)	-57%		\$ 1,981	\$ 3,302	\$ (1,321)	-40%	\$ 1,981	\$ 967	\$ 1,014	105%
502999 Other Fringe Benefits	\$ 6,091	\$ 12,443	\$ (6,352)	-51%		\$ 54,824	\$ 111,983	\$ (57,159)	-51%	\$ 54,824	\$ 53,472	\$ 1,351	3%
Total Fringe Benefits -	\$ 1,309,647	\$ 1,230,228	\$ 79,419	6%		\$ 9,568,124	\$ 11,036,116	\$ (1,467,992)	-13%	\$ 9,568,124	\$ 9,370,085	\$ 198,039	2%
Total Personnel Expenses -	\$ 2,751,983	\$ 2,616,010	\$ 135,973	5%	1	\$ 21,478,049	\$ 23,430,294	\$ (1,952,246)	-8%	\$ 21,478,049	\$ 20,985,485	\$ 492,564	2%

5-2.c1



FY10
Consolidated Operating Expenses
For the month ending - March 31, 2010

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10	FY09	\$ Var	% Var
SERVICES													
503011 Acctg & Audit Fees	\$ 78	\$ 858	\$ (780)	-91%		\$ 78,207	\$ 100,676	\$ (22,469)	-22%	\$ 78,207	\$ 81,015	\$ (2,808)	-3%
503012 Admin & Bank Fees	\$ 47,095	\$ 51,333	\$ (4,238)	-8%		\$ 148,643	\$ 162,475	\$ (13,832)	-9%	\$ 148,643	\$ 146,963	\$ 1,680	1%
503031 Prof & Tech Fees	\$ 34,892	\$ 29,888	\$ 5,003	17%		\$ 128,402	\$ 254,909	\$ (126,507)	-50%	\$ 128,402	\$ 79,880	\$ 48,522	61%
503032 Legislative Services	\$ 7,500	\$ 8,617	\$ (1,117)	-13%		\$ 67,500	\$ 77,552	\$ (10,052)	-13%	\$ 67,500	\$ 67,500	\$ -	0%
503033 Legal Services	\$ 3,673	\$ 4,583	\$ (910)	-20%		\$ 17,962	\$ 41,248	\$ (23,287)	-56%	\$ 17,962	\$ -	\$ 17,962	100%
503034 Pre-Employ Exams	\$ 196	\$ 1,037	\$ (841)	-81%		\$ 8,343	\$ 9,332	\$ (988)	-11%	\$ 8,343	\$ 8,912	\$ (569)	-6%
503041 Temp Help	\$ 21,400	\$ -	\$ 21,400	100%	2	\$ 190,756	\$ -	\$ 190,756	100%	\$ 190,756	\$ 86,430	\$ 104,326	121%
503161 Custodial Services	\$ 5,462	\$ 5,508	\$ (46)	-1%		\$ 46,508	\$ 49,573	\$ (3,066)	-6%	\$ 46,508	\$ 51,064	\$ (4,556)	-9%
503162 Uniform & Laundry	\$ 1,444	\$ 3,668	\$ (2,224)	-61%		\$ 15,089	\$ 33,012	\$ (17,923)	-54%	\$ 15,089	\$ 24,950	\$ (9,861)	-40%
503171 Security Services	\$ 30,090	\$ 33,804	\$ (3,714)	-11%		\$ 257,665	\$ 304,777	\$ (47,112)	-15%	\$ 257,665	\$ 267,743	\$ (10,078)	-4%
503221 Classified/Legal Ads	\$ 1,313	\$ 2,200	\$ (887)	-40%		\$ 8,605	\$ 19,800	\$ (11,195)	-57%	\$ 8,605	\$ 11,444	\$ (2,840)	-25%
503222 Legal Advertising	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 333	\$ (333)	-100%		\$ -	\$ 2,998	\$ (2,998)	-100%	\$ -	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 3,386	\$ 6,375	\$ (2,990)	-47%		\$ 27,702	\$ 57,375	\$ (29,673)	-52%	\$ 27,702	\$ 63,634	\$ (35,931)	-56%
503352 Repair - Equipment	\$ 27,022	\$ 35,970	\$ (8,947)	-25%		\$ 338,916	\$ 340,966	\$ (2,050)	-1%	\$ 338,916	\$ 249,142	\$ 89,774	36%
503353 Repair - Rev Vehicle	\$ 25,583	\$ 36,442	\$ (10,858)	-30%		\$ 239,192	\$ 327,977	\$ (88,784)	-27%	\$ 239,192	\$ 330,355	\$ (91,163)	-28%
503354 Repair - Non Rev Vehicle	\$ -	\$ 2,625	\$ (2,625)	-100%		\$ 17,367	\$ 23,625	\$ (6,258)	-26%	\$ 17,367	\$ 13,889	\$ 3,477	25%
503363 Haz Mat Disposal	\$ 1,655	\$ 2,083	\$ (429)	-21%		\$ 37,471	\$ 18,748	\$ 18,723	100%	\$ 37,471	\$ 41,594	\$ (4,123)	-10%
Total Services -	\$ 210,788	\$ 225,324	\$ (14,536)	-6%		\$ 1,628,327	\$ 1,825,043	\$ (196,716)	-11%	\$ 1,628,327	\$ 1,524,516	\$ 103,812	7%
MOBILE MATERIALS AND SUPPLIES													
504011 Fuels & Lube Non Rev Veh	\$ 10,982	\$ 17,283	\$ (6,302)	-36%		\$ 103,683	\$ 155,548	\$ (51,866)	-33%	\$ 103,683	\$ 127,645	\$ (23,963)	-19%
504012 Fuels & Lube Rev Veh	\$ 36,008	\$ 243,917	\$ (207,908)	-85%	3	\$ 975,195	\$ 2,407,252	\$ (1,432,057)	-59%	\$ 975,195	\$ 1,053,660	\$ (78,466)	-7%
504021 Tires & Tubes	\$ 15,340	\$ 17,750	\$ (2,410)	-14%		\$ 145,210	\$ 159,750	\$ (14,540)	-9%	\$ 145,210	\$ 157,172	\$ (11,962)	-8%
504161 Other Mobile Supplies	\$ 218	\$ 858	\$ (640)	-75%		\$ 505	\$ 7,723	\$ (7,218)	-93%	\$ 505	\$ 6,578	\$ (6,073)	-92%
504191 Rev Vehicle Parts	\$ 49,802	\$ 68,083	\$ (18,282)	-27%	4	\$ 389,857	\$ 612,748	\$ (222,891)	-36%	\$ 389,857	\$ 220,118	\$ 169,740	77%
Total Mobile Materials & Supplies -	\$ 112,350	\$ 347,892	\$ (235,542)	-68%		\$ 1,614,450	\$ 3,343,022	\$ (1,728,571)	-52%	\$ 1,614,450	\$ 1,565,174	\$ 49,276	3%

5-2.c2



FY10
Consolidated Operating Expenses
For the month ending - March 31, 2010

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10	FY09	\$ Var	% Var
OTHER MATERIALS & SUPPLIES													
504205 Freight Out	\$ 179	\$ 300	\$ (121)	-40%		\$ 1,229	\$ 2,700	\$ (1,471)	-54%	\$ 1,229	\$ 1,688	\$ (459)	-27%
504211 Postage & Mailing	\$ 42	\$ 3,439	\$ (3,397)	-99%		\$ 8,286	\$ 20,450	\$ (12,164)	-59%	\$ 8,286	\$ 8,772	\$ (486)	-6%
504214 Promotional Items	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
504215 Printing	\$ 23,216	\$ 14,628	\$ 8,587	59%	5	\$ 63,955	\$ 75,855	\$ (11,899)	-16%	\$ 63,955	\$ 60,989	\$ 2,966	5%
504217 Photo Supply/Processing	\$ -	\$ 825	\$ (825)	-100%		\$ 450	\$ 7,425	\$ (6,975)	-94%	\$ 450	\$ 4,503	\$ (4,053)	-90%
504311 Office Supplies	\$ 8,539	\$ 7,353	\$ 1,185	16%		\$ 47,185	\$ 66,178	\$ (18,994)	-29%	\$ 47,185	\$ 49,014	\$ (1,829)	-4%
504315 Safety Supplies	\$ 2,143	\$ 2,792	\$ (649)	-23%		\$ 9,842	\$ 25,127	\$ (15,284)	-61%	\$ 9,842	\$ 10,728	\$ (886)	-8%
504317 Cleaning Supplies	\$ 2,773	\$ 4,933	\$ (2,161)	-44%		\$ 26,295	\$ 44,399	\$ (18,105)	-41%	\$ 26,295	\$ 22,439	\$ 3,856	17%
504409 Repair/Maint Supplies	\$ 5,975	\$ 4,775	\$ 1,200	25%		\$ 31,073	\$ 42,975	\$ (11,902)	-28%	\$ 31,073	\$ 39,692	\$ (8,619)	-22%
504421 Non-Inventory Parts	\$ 1,340	\$ 4,463	\$ (3,122)	-70%		\$ 7,747	\$ 40,164	\$ (32,417)	-81%	\$ 7,747	\$ 45,530	\$ (37,783)	-83%
504511 Small Tools	\$ -	\$ 875	\$ (875)	-100%		\$ 1,503	\$ 7,875	\$ (6,372)	-81%	\$ 1,503	\$ 3,337	\$ (1,834)	-55%
504515 Employee Tool Rplcmt	\$ 23	\$ 225	\$ (202)	-90%		\$ 1,014	\$ 2,025	\$ (1,011)	-50%	\$ 1,014	\$ 1,135	\$ (121)	-11%
Total Other Materials & Supplies -	\$ 44,229	\$ 44,608	\$ (379)	-1%		\$ 198,578	\$ 335,173	\$ (136,595)	-41%	\$ 198,578	\$ 247,827	\$ (49,249)	-20%
UTILITIES													
505011 Gas & Electric	\$ 16,128	\$ 19,101	\$ (2,973)	-16%		\$ 132,406	\$ 171,909	\$ (39,503)	-23%	\$ 132,406	\$ 146,891	\$ (14,485)	-10%
505021 Water & Garbage	\$ 9,412	\$ 10,681	\$ (1,269)	-12%		\$ 99,500	\$ 96,130	\$ 3,370	4%	\$ 99,500	\$ 99,969	\$ (469)	0%
505031 Telecommunications	\$ 4,602	\$ 12,298	\$ (7,696)	-63%		\$ 109,380	\$ 110,683	\$ (1,303)	-1%	\$ 109,380	\$ 82,367	\$ 27,012	33%
Total Utilities -	\$ 30,142	\$ 42,080	\$ (11,938)	-28%		\$ 341,285	\$ 378,721	\$ (37,436)	-10%	\$ 341,285	\$ 329,227	\$ 12,058	4%
CASUALTY & LIABILITY													
506011 Insurance - Property	\$ 6,065	\$ 10,158	\$ (4,093)	-40%		\$ 59,923	\$ 91,423	\$ (31,500)	-34%	\$ 59,923	\$ 50,301	\$ 9,622	19%
506015 Insurance - PL & PD	\$ 38,101	\$ 43,775	\$ (5,674)	-13%		\$ 342,907	\$ 393,975	\$ (51,068)	-13%	\$ 342,907	\$ 364,734	\$ (21,827)	-6%
506021 Insurance - Other	\$ -	\$ -	\$ -	0%		\$ 711	\$ 800	\$ (89)	-11%	\$ 711	\$ 711	\$ -	0%
506123 Settlement Costs	\$ 300	\$ 12,500	\$ (12,200)	-98%	6	\$ 24,372	\$ 112,500	\$ (88,128)	-78%	\$ 24,372	\$ 32,681	\$ (8,309)	-25%
506127 Repairs - Dist Prop	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ (27,744)	\$ 27,744	-100%
Total Casualty & Liability -	\$ 44,465	\$ 66,433	\$ (21,968)	-33%		\$ 427,913	\$ 598,698	\$ (170,785)	-29%	\$ 427,913	\$ 420,683	\$ 7,230	2%
TAXES													
507051 Fuel Tax	\$ 1,490	\$ 1,209	\$ 281	23%		\$ 9,723	\$ 10,882	\$ (1,158)	-11%	\$ 9,723	\$ 7,301	\$ 2,422	33%
507201 Licenses & permits	\$ -	\$ 1,158	\$ (1,158)	-100%		\$ 15,141	\$ 11,373	\$ 3,767	33%	\$ 15,141	\$ 8,869	\$ 6,272	71%
507999 Other Taxes	\$ -	\$ -	\$ -	0%		\$ 16,018	\$ 26,140	\$ (10,122)	-39%	\$ 16,018	\$ 20,163	\$ (4,145)	-21%
Total Utilities -	\$ 1,490	\$ 2,368	\$ (877)	-37%		\$ 40,882	\$ 48,395	\$ (7,513)	-16%	\$ 40,882	\$ 36,333	\$ 4,549	13%

5-2.03

5-2.04

FY10
Consolidated Operating Expenses
For the month ending - March 31, 2010



Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var
Current Period	Year to Date				Actual	Budget	\$ Var	% Var
YTD Year Over Year Comparison					EY10	EY09	\$ Var	% Var

PURCHASED TRANSPORTATION

503406 Contr/Paratrans	\$ 17,693	\$ 20,833	\$(3,140)	-15%	\$ 231,167	\$ 187,498	\$ 43,668	23%
Total Purchased Transportation	\$ 17,693	\$ 20,833	\$(3,140)	-15%	\$ 231,167	\$ 187,498	\$ 43,668	23%

MISC

509011 Dues & Subscriptions	\$ 5,177	\$ 5,485	\$(308)	-6%	\$ 46,603	\$ 50,364	\$(3,761)	-7%
509085 Advertising - Ray Product	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509101 Emp Incentive Prog	\$ (1,063)	\$ 2,883	\$(3,946)	-137%	\$ 5,890	\$ 25,948	\$(20,058)	-77%
509121 Employee Training	\$ 1,481	\$ 4,739	\$(3,258)	-69%	\$ 13,869	\$ 48,850	\$(34,981)	-72%
509123 Travel	\$ 3,379	\$ 7,232	\$(3,853)	-53%	\$ 25,970	\$ 66,086	\$(39,116)	-60%
509125 Local Meeting Exp	\$ 381	\$ 412	\$(31)	-8%	\$ 2,157	\$ 3,713	\$(1,556)	-42%
509127 Board Director Fees	\$ 800	\$ 1,100	\$(300)	-27%	\$ 5,850	\$ 9,900	\$(4,050)	-41%
509150 Contributions	\$ 1,800	\$ 54	\$ 1,746	3223%	\$ 3,780	\$ 487	\$ 3,293	677%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509198 Cash Over/Short	\$ 166	\$ 42	\$ 124	297%	\$ 270	\$ 376	\$(106)	-28%
Total Misc	\$ 12,120	\$ 21,946	\$(9,826)	-45%	\$ 104,388	\$ 204,723	\$(100,335)	-49%

LEASES & RENTALS

512011 Facility Rentals	\$ 31,002	\$ 31,030	\$(27)	0%	\$ 454,013	\$ 429,270	\$ 24,743	6%
512061 Equipment Rentals	\$ 416	\$ 2,756	\$(2,340)	-85%	\$ 9,168	\$ 22,995	\$(13,227)	-59%
Total Leases & Rentals	\$ 31,417	\$ 33,785	\$(2,368)	-7%	\$ 463,181	\$ 451,665	\$ 11,516	3%

Total Non-Personnel Expenses

	\$ 504,694	\$ 805,269	\$(300,574)	-37%	\$ 5,050,172	\$ 7,372,938	\$(2,322,767)	-32%
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** does not include depreciation

Current Period Notes:

- 1) Total Personnel Expenses are over budget due to the settlement of a Worker's Comp Claim. METRO will be receiving a recovery check for this claim in May from the Excess Worker's Comp carrier.
- 2) Temp Help is over budget due to vacant funded positions and extended leaves. (Expense is offset by savings in personnel expense.)
- 3) Fuels & Lube Ray Veh is under budget due to lower than anticipated prices of fuel, as well as the receipt of the quarterly fuel tax credit (\$140K) in March 2010.
- 4) Rev Veh Parts is under budget due to cost cutting measures in place.
- 5) Printing is over budget due to the printing of bus stickers, in bulk, in Customer Service (in addition to the quarterly printing expenses for Headways).
- 6) Settlement costs are under budget due to less than anticipated settlement costs for the month.
- 7) Miscellaneous expenses are under budget due to cost cutting measures in all departments.

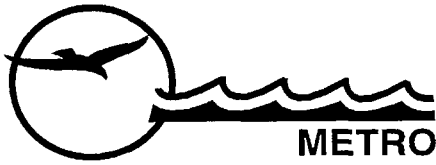


**FY2010
CAPITAL BUDGET**

For the month ending - March 31, 2010

	<u>YTD Actual</u>		<u>FY10 Budget</u>		<u>Remaining Budget</u>		<u>% Spent YTD</u>
<u>Grant-Funded Projects</u>							
MetroBase Maintenance Facility	\$ 2,809,315	\$	4,200,000	\$	1,390,685		67%
MetroBase Operations Facility	\$ -	\$	\$ -	\$	\$ -		0%
Purchase Smartcard Farebox System (ARRA)	\$ -	\$	2,267,000	\$	2,267,000		0%
Purchase & Renovation of Vernon Bldg	\$ 2,004,220	\$	2,400,000	\$	395,780		84%
Pacific Station Project (TCRP)	\$ 5,705	\$	2,100,000	\$	2,094,295		0%
Purchase 27 ParaCruz Vehicles (ARRA)	\$ -	\$	1,750,000	\$	1,750,000		0%
Transit Mgmt. Info. Technology (ARRA)	\$ 84,932	\$	1,264,873	\$	1,179,941		7%
2nd LNG Storage Tank & Process Equipment	\$ -	\$	1,000,000	\$	1,000,000		0%
Facilities Video Surveillance (CCTV) (OHS-1B)	\$ 29,363	\$	220,000	\$	190,637		13%
Fleet Radios/Surveillance (LMR) (OHS-1B)	\$ -	\$	202,457	\$	202,457		0%
Comprehensive Security & Surveillance Sys (OHS-1B)	\$ -	\$	440,505	\$	440,505		0%
Trapeze Pass Interactive Voice Response System	\$ 45,217	\$	91,141	\$	45,924		50%
Subtotal Grant Funded Projects	\$ 4,978,752	\$	15,935,976	\$	10,957,224		31%
<u>IT Projects</u>							
Replace Fleet & Facilities Maintenance Software	\$ 198,608	\$	470,000	\$	271,392		42%
HR Software Upgrade	\$ -	\$	250,000	\$	250,000		0%
Upgrade District Phone System	\$ 42,371	\$	77,825	\$	35,454		54%
Microsoft Office 2007 Pro Upgrade	\$ 54,682	\$	55,000	\$	318		99%
Trapeze Pass Customer Certification Software	\$ 29,213	\$	46,000	\$	16,787		64%
Automated Purchasing System Software	\$ -	\$	40,000	\$	40,000		0%
Digital ID Card Processing Equipment	\$ 8,081	\$	17,000	\$	8,919		48%
Upgrade GFI software to System 7 Version 2	\$ 735	\$	12,584	\$	11,849		6%
3 Laptop PC's for ParaCruz	\$ 5,468	\$	6,000	\$	532		91%
2 Laptop/Docking Stations for HR	\$ 3,645	\$	4,500	\$	855		81%
Subtotal IT Projects	\$ 342,803	\$	978,909	\$	636,106		35%
<u>Facilities Repair & Improvements</u>							
MTC Lane Four Shelter Replacement	\$ -	\$	55,000	\$	55,000		0%
Replace Roof - Watsonville Transit Center Main Building	\$ 53,533	\$	55,000	\$	1,467		97%
Repair, Reseal, and Restripe - Greyhound Lot	\$ -	\$	24,000	\$	24,000		0%
Repair, Reseal, Restripe (Sinkholes) - Operations	\$ 3,991	\$	20,000	\$	16,009		20%
Subtotal Facilities Repairs & Improvements Projects	\$ 57,524	\$	154,000	\$	96,476		37%

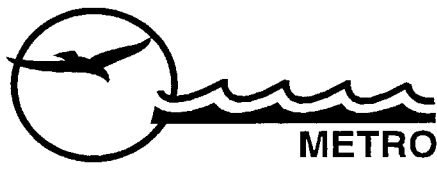
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FY2010
CAPITAL BUDGET
For the month ending - March 31, 2010

	<u>YTD Actual</u>		<u>FY10 Budget</u>		<u>Remaining Budget</u>	<u>% Spent YTD</u>	
<u>Revenue Vehicle Replacement</u>							
Highway 17 Buses (5) - VTA - (Measure A)	\$	-	\$ 2,500,000	\$	2,500,000	0%	
Subtotal Revenue Vehicle Replacements	\$	-	\$ 2,500,000	\$	2,500,000	0%	
<u>Non-Revenue Vehicle Replacement</u>							
NONE	\$	-	\$ -	\$	-	0%	
Subtotal Non-Revenue Vehicle Replacements	\$	-	\$ -	\$	-	0%	
<u>Maint Equipment</u>							
Cumming Engine Tool (Liner Indicator)	\$	-	\$ 1,200	\$	1,200	0%	
Cumming Engine Tool (Part # 3376915)	\$	-	\$ 1,200	\$	1,200	0%	
Subtotal Non-Revenue Vehicle Replacements	\$	-	\$ 2,400	\$	2,400	0%	
<u>Office Equipment</u>							
NONE	\$	-	\$ -	\$	-	0%	
Subtotal Office Equipment	\$	-	\$ -	\$	-	0%	
TOTAL CAPITAL PROJECTS	\$	5,379,079	\$	19,571,285	\$	14,192,206	27%

5-2.22



FY2010
CAPITAL BUDGET
For the month ending - March 31, 2010

	<u>YTD Actual</u>	<u>FY10 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 159,511	\$ 8,605,764	\$ 8,446,252	2%
State / PTMISEA 1B	\$ 4,813,535	\$ 4,446,429	\$ (367,106)	108%
State/Other Capital Grants (Measure A - VTA)	\$ -	\$ 2,500,000	\$ 2,500,000	0%
State/Other Capital Grants (TCRP)	\$ 5,705	\$ 682,017	\$ 676,312	1%
State Security Bond Funds (1B)	\$ -	\$ 862,962	\$ 862,962	0%
STA Funding (Prior Year)	\$ 400,328	\$ 1,163,858	\$ 763,530	34%
STA Funding (Current Year)	\$ -	\$ -	\$ -	0%
District Reserves (Lawsuit & Sakata Proceeds)	\$ -	\$ 1,310,255	\$ 1,310,256	0%
Capital Cash Reserves	\$ -	\$ -	\$ -	100%
TOTAL CAPITAL FUNDING	\$ 5,379,079	\$ 19,571,285	\$ 14,192,206	27%

5-2.13

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Keenan & Associates Subrogating for Santa Cruz City School District
Received: 4/26/10 Claim #: 10-0010
Date of Incident: 03/05/10 Occurrence Report No.: SC 03-10-06

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$_____ and reject the balance.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 5-20-10

I, Tony Tapiz, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of May 28, 2010.

By _____
Tony Tapiz
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-3.1

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 910 et Seq., Government Code)

Claim # ~~430551~~

10-0010

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
110 Vernon Street
Santa Cruz, CA 95060

1. Claimant's Name: Santa Cruz City School District

Claimant's Address/Post Office Box: 405 Old San Jose Road

Claimant's Phone Number: (831) 429-3410 x 223

2. Address to which notices are to be sent: 405 Old San Jose Road
Soquel, CA. 95073

3. Occurrence: Santa Cruz City School district's vehicle
was rear-ended by a City Transit bus
Date: 3/5/10 Time: 10:00 Am Place: 1040 River street
Circumstances of occurrence or transaction giving rise to claim: District's vehicle
was stopped, attempting to make a left turn when it was
rear-ended by a City bus. The district vehicle was
then pushed into on-coming traffic and hit
3rd vehicle.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as known: District vehicle Sustained damage to the
front end, rear-end, bed & lift of the
2001 ISUZU dump truck. This vehicle
is a total loss.

5. Name or names of public employees or employees causing injury, damage, or loss, if known: _____

6. Amount claimed now \$ 17,281.75
Estimated amount of future loss, if known \$ _____
TOTAL \$ _____

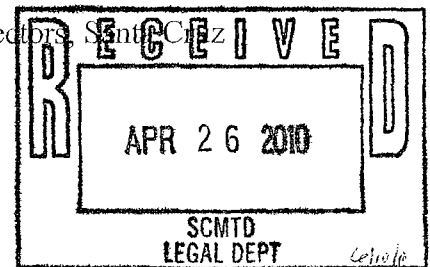
7. Basis of above computations: Independent Appraisal of district
Vehicle damages

Lynette Nance
CLAIMANT'S SIGNATURE (or Company
Representative or Parent of Minor Claimant)

4/13/10
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District

5-3.2



GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: State Farm Insurance (Enloe) Received: 5/10/10 Claim #: 10-0012
Date of Incident: 04/13/10 Occurrence Report No.: PC 04-10-01

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$_____ and reject the balance.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 5-19-10

I, Tony Tapiz, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of May 28, 2010.

By _____
Tony Tapiz
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-3.3

State Farm Insurance Companies



10-0012

State Farm Insurance
Subrogation Services
PO Box 2371
Bloomington, IL 61702-2371

May 4, 2010

Certified Mail-Return Receipt Requested

SANTA CRUZ METRO TRANSIT DISTRICT

110 Vernon St
Santa Cruz, CA 95060

RE: Claim Number:
Our Insured:
Date of Loss: April 13, 2010
Your Insured: SANTA CRUZ METRO TRANSIT DISTRICT
Your Insured Driver:
Your Claim Number:
Your Policy Number:
Loss Location: 140 Dubois
Santa Cruz, CA

Dear Sir / Madam:

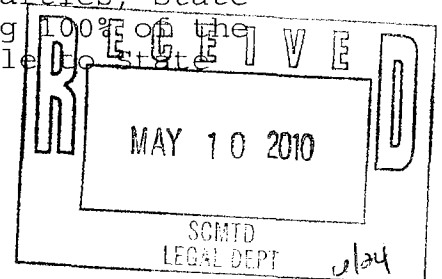
We have been informed you are the liability carrier for the party involved in this loss with our insured. Our investigation indicates your insured is responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$1,555.32
501 - Rental/Loss of Use	\$
600/050 - Med Pay/ PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$1,555.32
Insured Deductible	\$500.00
Total Claim Amount	\$2,055.32

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State

5-3.4



SANTA CRUZ METRO TRANSIT DISTRICT

Page 2

May 4, 2010

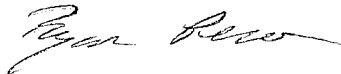
Farm Mutual Automobile Insurance Company for this loss is \$2,055.32.

Please remit payment of this claim, or contact us to discuss settlement. Include our claim number on the payment. Thank you for your cooperation.

If you have any questions, please call (877) 457-8276 and any member of Team #60 may assist you.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Ryan Perno x39150
Claim Processor
(877) 457-8276, Team 60

State Farm Mutual Automobile Insurance Company
Enclosure(s)

5-3.5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only - no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004. This service had been delivered under contract since 1992.
- Discussion of ParaCruz Operations Status Report.
- Attachment A: On-time Performance Chart displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”. The monthly Customer Service Reports summary is included.
- Attachment B: Report of ParaCruz’ operating statistics. Performance Averages and Performance Goals are reflected in the Comparative Operating Statistics Table in order to establish and compare actual performance measures, as performance is a critical indicator as to ParaCruz’ efficiency.
- Attachments C, D, E, F, G: ParaCruz Performance Charts display trends in rider-ship and mileage spanning a period of three years. Graph G is a graphical display reporting use of sub-contracted taxi companies for each month.
- Attachment H: Current calendar year’s statistical information on the number of ParaCruz in-person eligibility assessments, including a comparison to past years, since implementation in August of 2002.

5-4.1

III. DISCUSSION

In the month of March 2010, ParaCruz rides rose by 1420 rides from February 2010, and 105 rides from March 2009. Trends show that ParaCruz ridership typically rises in the month of March. This trend is driven primarily by attendance at the Cabrillo College Stroke and Acquired Disability Center. In addition to the typical trending pattern, February 2010 had 20 weekdays of service, while March had 23. Weekdays for March averaged 390 rides a day, while week-ends averaged 151 rides a day.

The VOIP telephone system installation is completed for ParaCruz, and the reports are now available. However, fiscal 'year to date' statistics are not available for the remainder of this fiscal year, as the system was not in place at the beginning of this fiscal year.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** ParaCruz On-time Performance Charts
- Attachment B:** Comparative Operating Statistics Tables
- Attachment C:** Number of Rides Comparison Chart
- Attachment D:** Shared vs. Total Rides Chart
- Attachment E:** Mileage Comparison Chart
- Attachment F:** Year To Date Mileage Chart
- Attachment G:** Daily Drivers vs. Subcontractor Rides Charts
- Attachment H:** Eligibility Chart

5-4.2

ParaCruz On-time Performance Report		
	March 2009	March 2010
Total pick ups	8615	8720
Percent in "ready window"	93.87%	94.79%
1 to 5 minutes late	2.61%	2.22%
6 to 10 minutes late	1.5%	1.30%
11 to 15 minutes late	.94%	.67%
16 to 20 minutes late	.55%	.33%
21 to 25 minutes late	.21%	.32%
26 to 30 minutes late	.17%	.14%
31 to 35 minutes late	.10%	.08%
36 to 40 minutes late	.02%	.01%
41 or more minutes late (excessively late/missed trips)	.02%	.03%
Total beyond "ready window"	6.13%	5.21%

During the month of March 2010, ParaCruz received nine (9) Customer Service Reports. Two of the reports were valid complaints. Two (2) of the reports were not valid or verifiable complaints. Five (5) reports were compliments.

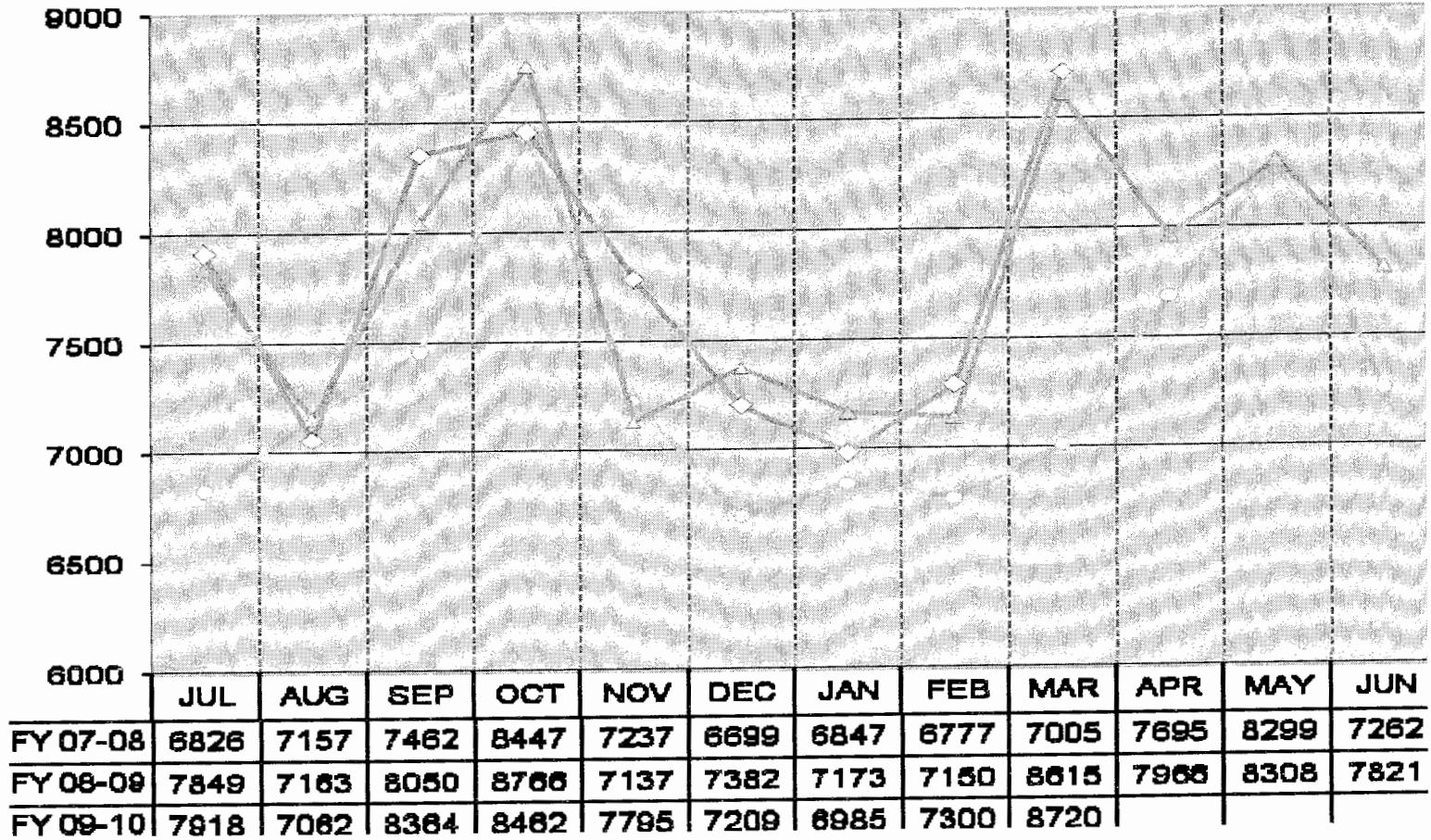
5-4.a1

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through March 2010.

	Mar 09	Mar 10	Fiscal 08-09	Fiscal 09-10	Performance Averages	Performance Goals
Requested	9049	9579	74,422	76026	8513	
Performed	8615	8720	69,184	69802	7826	
Cancel	16.61%	19.34%	17.88%	20.01%	18.57%	
No Shows	2.25%	2.70%	2.73%	2.0%	3.01%	Less than 3%
Total miles	60,393	48,463	471,186	456,573	51,185	
Av trip miles	5.40	5.24	5.16	5.11	5.16	
Within ready window	93.87%	94.79%	93.95%	95.40%	94.94%	92.00% or better
Excessively late/missed trips	3	3	30	11	2.0	Zero (0)
Call center volume	6523	6199	53,632	Avail July 2010	N/A	
Call average seconds to answer	29	30	32	Avail July 2010	N/A	Less than 2 minutes
Hold times less than 2 minutes	96%	96%	96%	Avail July 2010	N/A	Greater than 90%
Distinct riders	817	855	1,605	1,639	810	
Most frequent rider	58 rides	67 rides	300 rides	278 rides	49 rides	
Shared rides	62.0%	61.9%	63.6%	60.3%	63.33%	Greater than 60%
Passengers per rev hour	2.20	2.34	2.11	2.0	2.13	Greater than 1.6 passengers/hour
Rides by supplemental providers	7.59%	9.40%	8.48%	12.76%	11.46%	No more than 25%
Vendor cost per ride	\$22.09	\$20.83	\$22.82	\$25.27	\$23.65	
ParaCruz driver cost per ride (estimated)	\$23.54	\$20.65	\$24.42	\$25.67	\$23.96	
Rides < 10 miles	68.58%	70.0%	70.62%	69.86%	69.87%	
Rides > 10	31.42%	30.0%	29.37%	30.14%	30.13%	

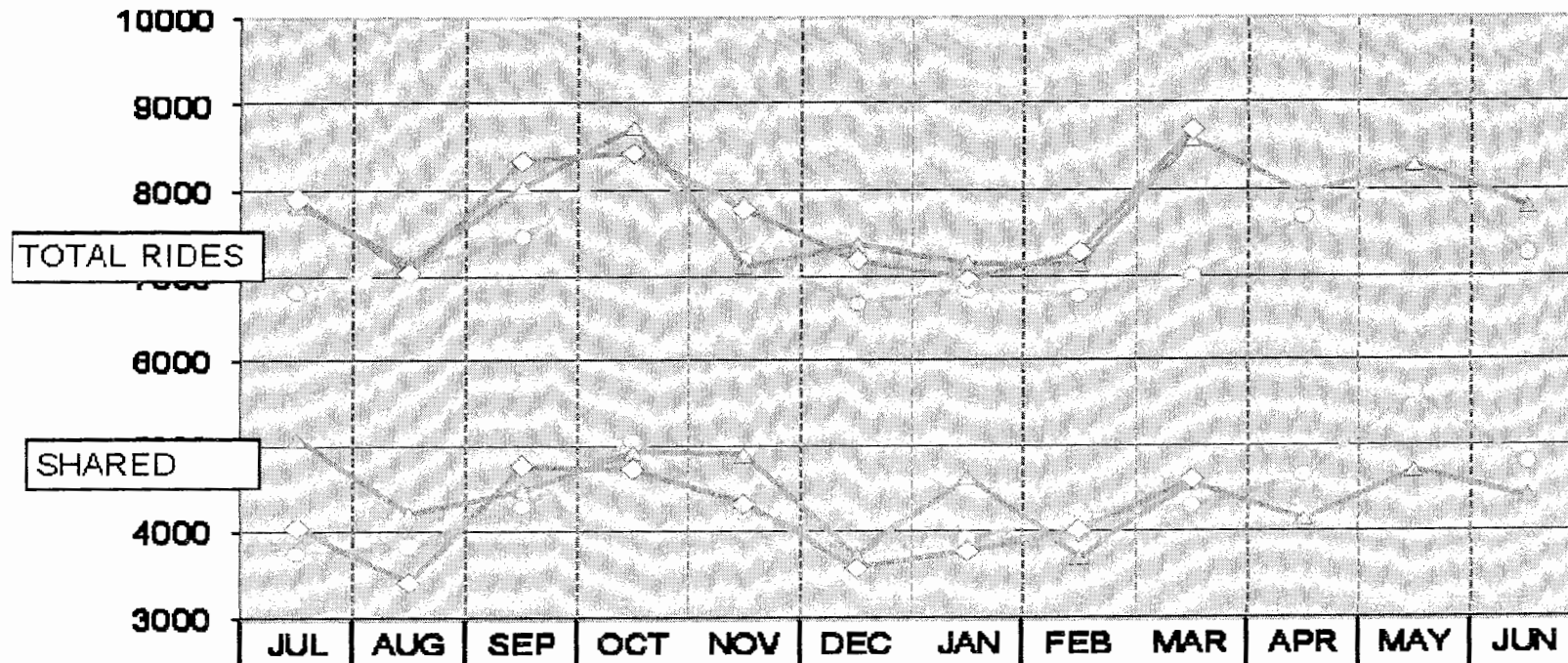
5-4.b1

NUMBER OF RIDES COMPARISON CHART



5-4.c1

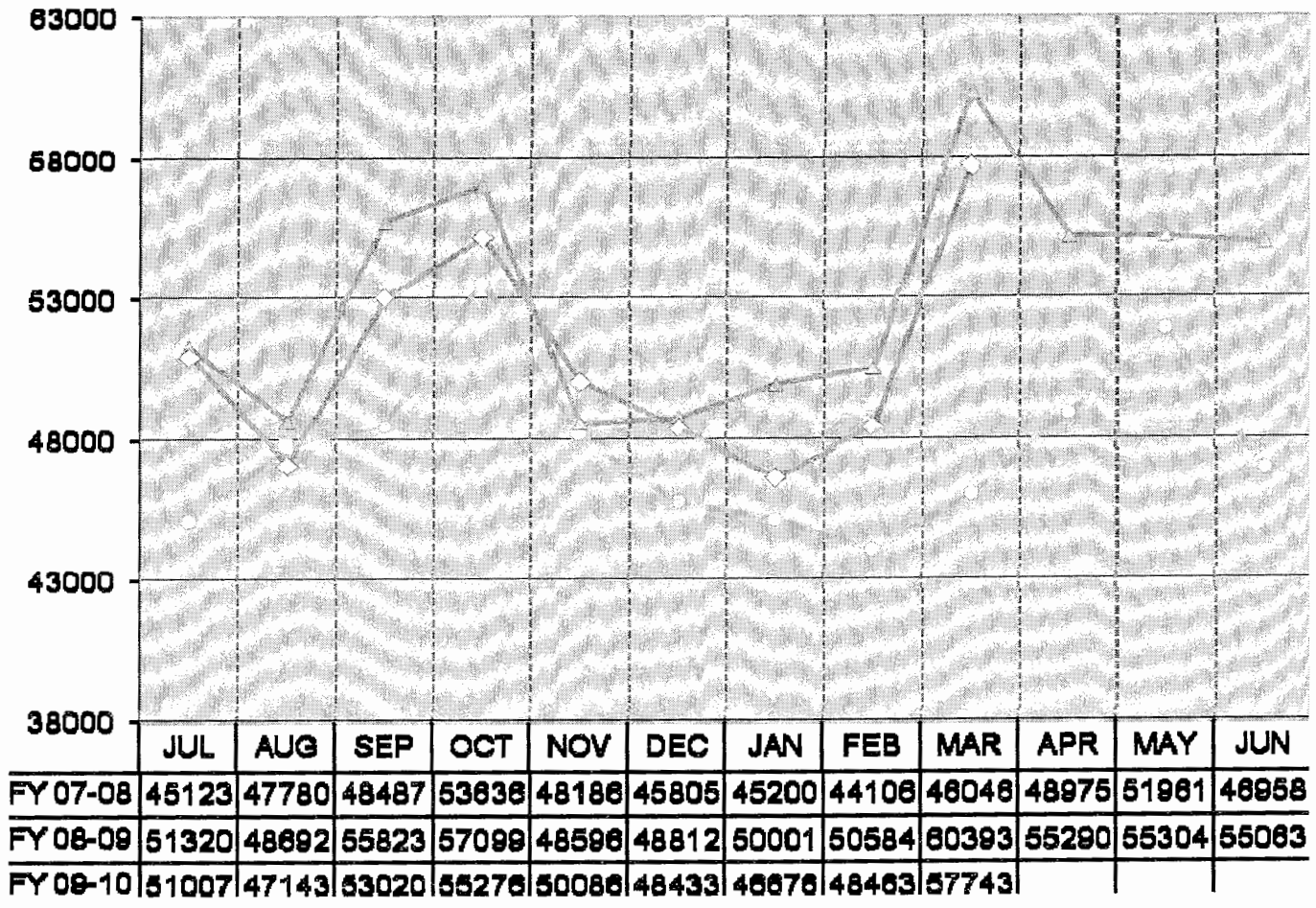
TOTAL RIDES vs. SHARED RIDES



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
○ FY 07-08	6826	7157	7462	8447	7237	6699	6847	6777	7005	7695	8299	7262
▲ FY 08-09	7849	7163	8050	8766	7137	7382	7173	7150	8615	7966	8308	7821
◇ FY 09-10	7918	7062	8364	8462	7795	7209	6985	7300	8720			
○ SHARED	3762	3823	4305	5077	4240	3745	3890	4242	4296	4668	5645	4803
▲ SHARED	5094	4219	4495	4942	4909	3725	4647	3696	4578	4138	4722	4415
◇ SHARED	4034	3413	4781	4747	4337	3578	3780	4005	4618			

5-4.d1

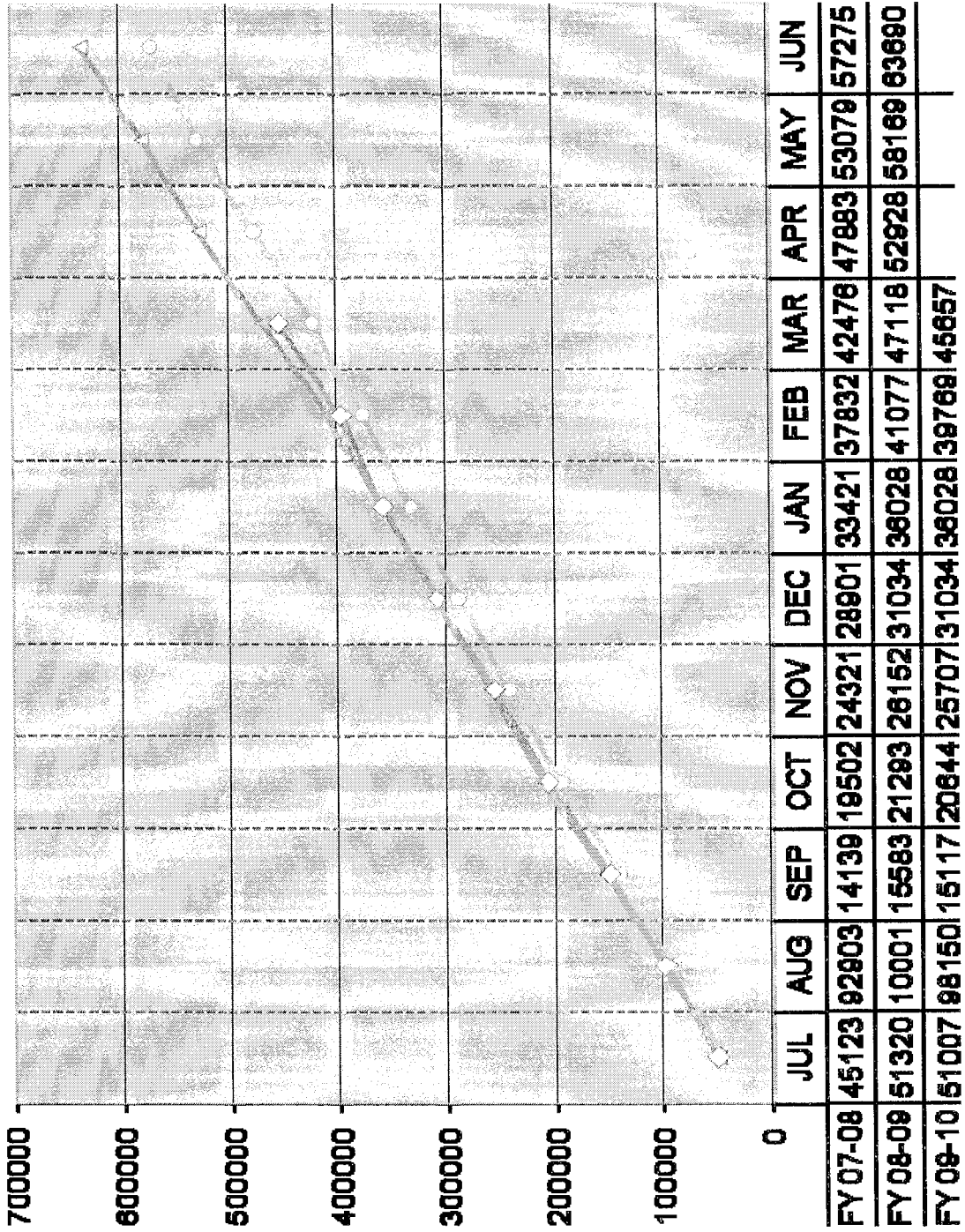
MILEAGE COMPARISON



5-4.e1

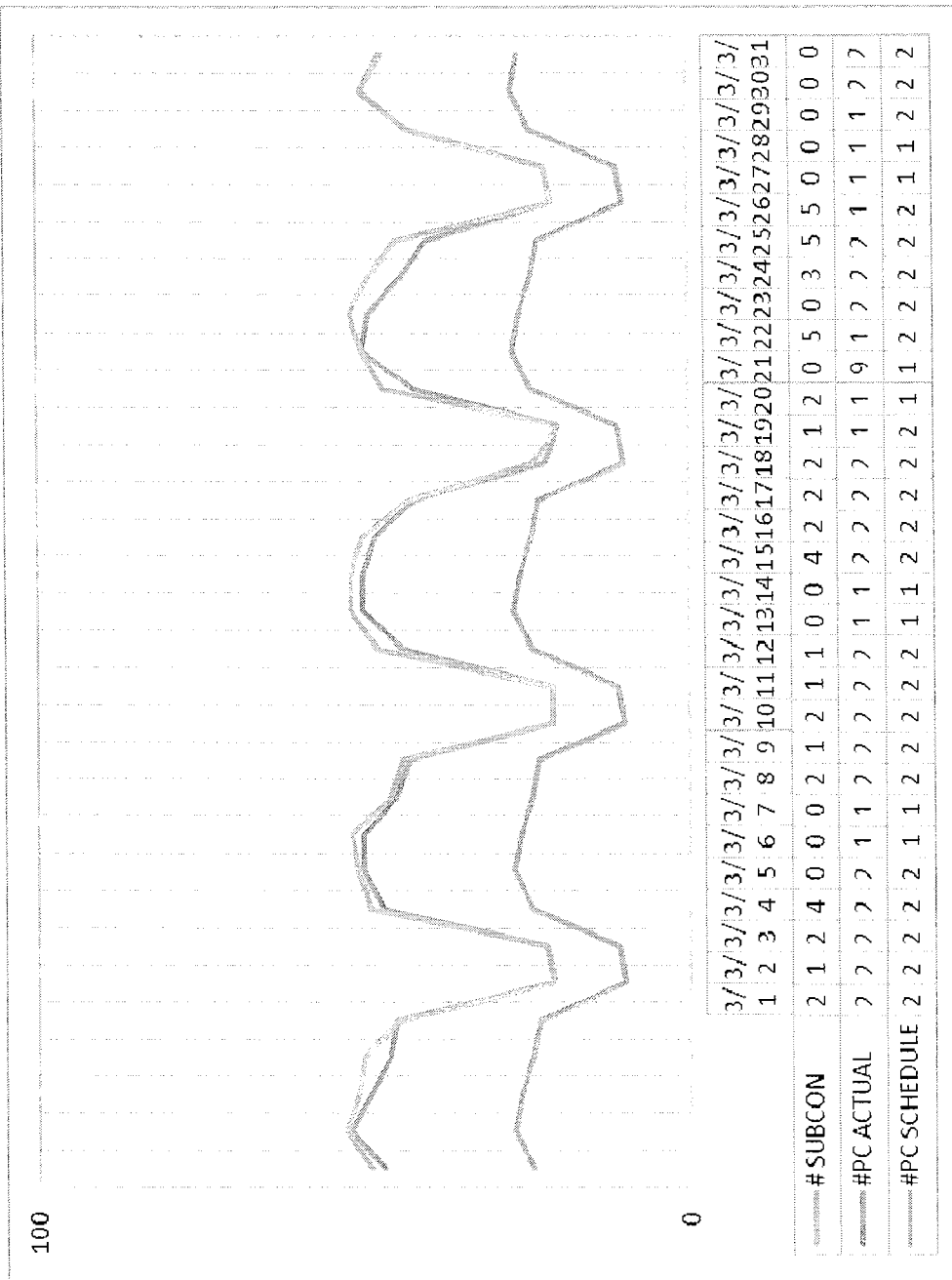
Attachment E

YEAR-TO-DATE MILEAGE COMPARISON



5-4.f1

DRIVERS vs. SUBCONTRACTOR RIDES – MARCH 2010



5-4.g1


Attachment H

MONTHLY ASSESSMENTS						
	UNRESTRICTED	RESTRICTED CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	DENIED	TOTAL
MARCH 2009	40	3	3	4	0	50
APRIL 2009	21	2	2	2	0	27
MAY 2009	45	4	1	0	0	50
JUNE 2009	44	9	1	0	2	56
JULY 2009	36	5	5	1	0	47
AUGUST 2009	28	4	5	3	1	41
SEPTEMBER 2009	33	2	4	4	0	43
OCTOBER 2009	28	8	8	5	0	49
NOVEMBER 2009	32	6	1	4	0	43
DECEMBER 2009	30	3	2	2	0	37
JANUARY 2010	35	1	6	4	0	46
FEBRUARY 2010	42	1	4	1	0	48
MARCH 2010	48	3	3	2	0	56

NUMBER OF ELIGIBLE RIDERS	
YEAR	ACTIVE
2005	5336
2006	5315
2007	4820
2008	4895
2009	5291

5-4.h1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 
SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR MARCH 2010

I. RECOMMENDED ACTION

This report is for informational purposes only. No action is required

II. SUMMARY OF ISSUES

- Total ridership for the month of March 2010 was 539,355, which is a decrease of 10,893 riders or -2.0% versus March 2009.
- FY10 YTD ridership is down 242,476 riders or -5.4% compared to FY09 YTD.
- The top three routes in terms of percent increase (with at least 800 riders) are: Route 7-Beach St., Route 13-University via Walnut, and Route 69N-Santa Cruz/Capitola Cabrillo Night.
- The top three routes in terms of percent decrease (with at least 800 riders) are: Route 27X-University Express, Route 74-Ohlone Parkway/Rolling Hills, and Route 66-Live Oak via 17th Avenue.
- There were 50.77 hours of dropped service amounting to 569.32 miles of dropped service in March 2010.
- Seventeen (17) buses reported issues with lifts while in service.

III. DISCUSSION

In the twenty-three (23) weekdays and eight (8) weekend days of March 2010, Santa Cruz METRO's total ridership was 539,355 riders. This was a loss from the previous year, decreasing by 10,893 riders or -2.0%. Stable fuel prices, along with unemployment in Santa Cruz County at nearly 15% in March 2010, has decrease the demand for public transportation which most likely explains the drop in overall ridership. In total, FY10 YTD ridership is 4,210,465 which is down 242,476 riders from the FY09 YTD ridership of 4,452,941 or simply -5.4%.

Routes 7, 13, 69N all saw a increase from the previous March, gaining at least 0.9% ridership increase from March 2009. Increases on board Route 7 could be due to increased attraction to the beach front area as the weather improved. Gains to Route 13 is most likely due to an increase of UCSC students using transit service during finals week and to acclimate to new class schedules.

5-5.1

Routes 27X, 74, and 66 have seen significant recessions and have contributed to poor ridership with a combining loss of 1,939 riders or -7.5% to these routes. Each of these under performing routes has their unique issues. Route 27X, a University Express, is consistently the least utilized route by UCSC students and staff. Route 74, which drives along Ohlone Parkway in Watsonville, has remained inconsistent in terms of ridership. Santa Cruz METRO Planning Staff is investigating the Route 74 to determine if any minor changes could help boost consistency on this route. Finally, Route 66 to Live Oak via 17th Avenue has lost ridership which is somewhat puzzling considering it is generally a well ridden route. Santa Cruz METRO Planning Staff will continue to monitor this route to determine if this is an outlier or a credible decrease in ridership.

There were 50.77 dropped service hours amounting to 569.32 miles of dropped service due to demonstrations at UCSC and lack of available bus operators. During service, seventeen (17) buses reported issues with the passenger lifts.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

V. ATTACHMENTS

- Attachment A: March 2010 Ridership Report**
- Attachment B: March 2009 Ridership Report**
- Attachment C: FYTD % Change in Ridership**
- Attachment D: Route by Route Ridership**
- Attachment E: Dropped Service for FY10**
- Attachment F: In Service Passenger Lift Problems**

Prepared by: Erich Friedrich, Jr. Transportation Planner.
Date Prepared: May 18, 2010

5-5.2

Santa Cruz METRO
March 2010 Ridership Report

ROUTE	Miles	Hours	UC Student	UC Staff	Cabrillo	Full Fare	Tickets	S/D Fare	Day Pass	S/D Day Pass	Passes/ Free Fare	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
10	5,636.15	472.66	27271	1729	241	817	31	66	17	6	1071	2	31,251	5.54	66.12	36	884
13	1,978.56	169.20	10806	516	92	272	3	18	2	1	340	9	12,059	6.09	71.27	0	318
15	6,810.31	571.75	35073	1403	298	738	8	46	10	4	945	2	38,527	5.66	67.38	15	1005
16	14,868.41	1,206.60	79366	3374	880	2918	48	191	24	11	3036	9	89,857	6.04	74.47	41	2465
19	5,674.99	423.99	22605	1214	309	833	9	92	10	9	1225	8	26,314	4.64	62.06	18	775
3	2,613.26	189.36	579	80	413	568	20	154	19	38	1307	38	3,216	1.23	16.98	19	84
4	1,802.86	187.45	224	61	219	431	93	307	10	32	3598	1	4,976	2.76	26.55	75	108
7	1,198.30	107.34	160	38	113	130	9	59	2	18	749	0	1,278	1.07	11.91	15	12
9	498.69	26.45	36	17	4	134	10	0	1	0	204	0	406	0.81	15.35	0	6
12A	236.95	17.10	926	54	6	23	1	1	0	0	14	0	1,025	4.33	59.94	0	39
20	6,317.15	420.93	18699	729	484	1038	28	126	19	15	1765	109	23,012	3.64	54.67	4	590
27x	1,396.82	119.25	3034	192	20	58	0	2	2	0	75	0	3,383	2.42	28.37	0	180
31	2,487.77	131.10	57	75	207	612	16	23	6	4	838	0	1,838	0.74	14.02	13	121
32	822.07	48.69	34	8	38	228	5	10	1	1	377	5	707	0.86	14.52	2	20
33	548.46	25.30	0	12	6	102	12	2	0	0	315	0	449	0.82	17.75	0	0
34	307.12	19.43	0	0	2	102	1	0	0	0	181	0	286	0.93	14.72	0	0
35	40,372.90	2,021.73	1354	442	3432	12549	372	1306	257	110	22817	8	42,647	1.06	21.09	38	1957
40	2,561.66	103.92	31	12	31	623	6	56	7	14	827	0	1,607	0.63	15.46	0	65
41	3,301.29	137.16	397	120	127	589	9	30	17	5	578	10	1,882	0.57	13.72	2	155
42	3,502.73	129.84	184	26	82	450	3	60	2	4	317	7	1,135	0.32	8.74	0	94
53	1,280.64	90.64	5	20	55	210	6	56	7	2	428	2	791	0.62	8.73	36	17
54	1,682.58	94.24	17	17	232	237	2	61	3	4	428	0	1,001	0.59	10.62	15	26
55	3,101.78	210.84	41	44	2336	574	25	117	13	34	1731	0	4,915	1.58	23.31	89	147
56	2,421.67	106.95	3	10	431	273	9	83	5	1	532	0	1,347	0.56	12.59	22	38
66	6,779.27	585.97	1443	307	1198	5096	143	671	106	71	8233	8	17,276	2.55	29.48	186	492
68	5,233.82	428.55	1368	311	673	2547	87	364	46	27	5318	9	10,750	2.05	25.08	74	321
68N	1,908.05	137.42	430	59	254	805	13	59	0	0	954	0	2,574	1.35	18.73	9	162
69	3,802.54	344.06	1238	357	742	2724	110	393	49	37	5168	22	10,840	2.85	31.51	76	391
69A	15,109.46	814.41	1276	472	1273	8896	339	1324	102	128	9615	13	23,438	1.55	28.78	257	821
69N	1,908.89	153.32	488	71	591	841	24	80	2	4	1168	0	3,269	1.71	21.32	25	176
69W	14,750.06	824.44	1422	471	6032	8510	218	975	107	70	10256	18	28,079	1.90	34.06	172	1009
70	2,878.10	236.66	350	113	4583	1519	68	233	34	27	3017	40	9,984	3.47	42.19	75	352
71	51,285.27	2,934.46	2791	1158	17156	26278	876	3195	333	254	27947	94	80,082	1.56	27.29	476	3546
72	6,049.09	292.49	6	14	351	1708	30	345	37	28	1419	0	3,938	0.65	13.46	24	74
74	3,699.53	216.59	6	34	131	1533	62	277	10	29	1031	0	3,113	0.84	14.37	28	15
75	6,818.76	410.75	18	45	426	3734	63	588	54	72	2357	0	7,357	1.08	17.91	54	186
76	1,681.98	88.66	11	12	29	384	9	73	4	7	396	1	926	0.55	10.44	8	18
79	1,804.65	105.41	10	9	171	609	35	244	27	41	865	0	2,011	1.11	19.08	108	22
88																	
91x	6,372.65	273.59	148	128	1543	1318	118	97	56	17	1627	10	5,062	0.79	18.50	11	258
UC Supp.	1,699.59	104.92	6091	307	12	52	1	4	2	0	49	8	6,526	3.84	62.20	0	105
Night Owl	1,002.06	61.47	3800	53	38	202	0	3	0	0	119	0	4,215	4.21	68.57	0	101
TOTAL	244,206.88	15,045.09	221,798	14,114	45,261	91,265	2,922	11,791	1,403	1,125	123,237	433	513,349	2.10	34.12	2,023	17,155
ROUTE	VTA/SC		ECO	Full	S/D	17	Passes/	RIDERSHIP		Passengers	Passengers	Wheelchair	Bike				
	Day Pass	CalTrain	Pass	Fare	Riders	Day Pass	Free Rides			Per Mile	Per Hour						
17	50,407.46	1,617.98	43	95	270	11515	575	1413	135	11960	26,006	0.52	16.07	48	1626		

5-5.91

March Ridership 539,355

Attachment A

Santa Cruz METRO
March 2009 Ridership Report

ROUTE	Miles	Hours	UC Student	UC Staff Faculty	Cabrillo	Full Fare	Tickets	Cash S/D Riders	Day Pass	S/D Day Pass	Passes/ Free Rides	P. Shores/ Other Fares	Total Ridership	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
10	5,332.67	447.33	27,214	1,718	242	818	30	66	17	6	1,075	19	31,205	5.85	69.76	25	958
13	1,868.64	159.80	10,706	506	92	272	3	18	2	1	340	17	11,957	6.40	74.82	2	408
15	6,490.12	545.10	34,963	1,403	296	738	8	46	10	4	945	28	38,441	5.92	70.52	18	1,295
16	14,865.36	1,225.75	79,210	3,374	880	2,918	45	191	24	11	3,036	75	89,764	6.04	73.23	32	2,295
19	5,545.53	410.94	22,505	1,214	309	833	8	92	10	9	1,225	29	26,234	4.73	63.84	11	721
3	2,499.64	181.13	579	80	413	568	20	154	19	38	1,307	89	3,267	1.31	18.04	10	62
4	1,556.61	161.33	224	61	219	431	91	307	10	32	3,598	175	5,148	3.31	31.91	46	131
7	1,146.20	102.67	160	38	113	130	9	15	12	18	749	20	1,264	1.10	12.31	7	10
9	477.00	25.30	36	17	4	134	10	0	1	0	204	16	422	0.88	16.68	0	2
12A	223.79	16.15	926	54	6	23	1	1	0	0	14	1	1,026	4.58	63.53	0	39
20	5,921.76	394.59	18,601	730	485	1,041	28	126	19	15	1,771	143	22,959	3.88	58.18	9	542
27x	1,194.76	102.00	3,484	213	22	63	0	3	2	0	63	0	3,870	3.24	37.94	0	259
31	2,344.80	121.73	57	75	207	612	15	23	6	4	838	13	1,850	0.79	15.20	10	102
32	786.32	46.57	34	8	38	230	5	10	1	2	379	16	723	0.92	15.53	1	14
33	523.53	24.15	0	12	6	100	11	2	0	0	308	14	453	0.87	16.76	0	4
34	293.16	18.54	0	0	2	99	0	0	0	0	167	1	269	0.92	14.51	0	0
35	37,850.47	1,898.15	1,355	442	3,432	12,557	365	1,306	258	110	22,822	656	43,303	1.14	22.81	17	1,475
40	2,406.04	97.56	31	12	31	623	6	56	7	14	827	15	1,622	0.67	16.63	0	37
41	3,136.19	130.33	397	120	127	589	9	30	17	5	578	15	1,887	0.60	14.48	3	127
42	3,276.97	121.42	184	26	82	450	3	60	2	4	317	8	1,136	0.35	9.36	1	86
53	1,224.96	86.53	5	20	55	210	5	56	7	2	428	10	798	0.65	9.22	19	17
54	1,775.49	103.33	17	17	238	239	2	61	3	4	440	6	1,027	0.58	9.94	7	21
55	2,966.92	201.67	41	44	2,340	575	25	117	12	35	1,746	34	4,969	1.67	24.64	61	93
56	2,316.38	102.30	3	10	431	273	9	83	5	1	532	17	1,364	0.59	13.33	6	23
66	6,342.23	548.64	1,443	307	1,198	6,096	135	671	106	71	8,233	203	18,463	2.91	33.65	129	383
68	4,909.78	402.23	1,370	312	679	2,557	82	364	46	27	5,336	105	10,878	2.22	27.04	71	260
68N	1,784.95	128.56	430	59	254	805	13	59	0	0	954	15	2,589	1.45	20.14	3	97
69	3,628.61	328.46	1,238	357	742	2,724	110	393	49	37	5,168	153	10,971	3.02	33.40	61	273
69A	14,153.92	763.58	1,276	472	1,273	8,896	329	1,324	102	128	9,615	471	23,886	1.69	31.28	185	695
69N	1,825.89	146.65	488	69	591	829	23	76	2	4	1,153	16	3,251	1.78	22.17	17	141
69W	13,835.68	774.07	1,422	471	6,032	8,510	213	975	107	70	10,256	316	28,372	2.05	36.65	142	847
70	3,165.91	260.33	350	113	4,583	1,519	68	233	34	27	3,017	121	10,065	3.18	38.66	30	205
71	48,200.28	2,758.56	2,792	1,158	17,156	26,278	850	3,195	333	254	27,947	1,357	81,320	1.69	29.48	432	3,001
72	5,786.09	279.77	6	14	351	1,708	30	345	37	28	1,419	47	3,985	0.69	14.24	15	58
74	3,538.68	207.17	7	37	141	1,623	59	288	11	30	1,088	94	3,378	0.95	16.31	19	12
75	6,378.84	384.25	18	45	426	3,734	61	588	54	72	2,448	0	7,446	1.17	19.38	41	153
76	1,471.74	77.58	11	12	29	384	9	73	4	7	409	0	938	0.64	12.09	6	19
79	1,726.19	100.83	10	9	171	609	34	224	27	41	906	0	2,031	1.18	20.14	52	7
88	771.85	77.34	10	0	2	13	4,402	7	0	1	1,356	0	5,791	7.50	74.88	43	3
91x	6,082.92	261.64	148	128	1,543	1,318	117	97	56	17	1,756	0	5,180	0.85	19.80	5	206
UC Supp.	1,528.20	94.35	6,091	307	12	52	1	4	2	0	49	10	6,528	4.27	69.19	1	112
Night Owl	1,609.39	129.84	3,600	53	38	202	0	3	0	0	119	1	4,216	2.62	32.47	0	112
TOTAL	232,764.44	14,448.22	221,642	14,117	45,291	92,383	7,244	11,742	1,414	1,129	124,958	4,326	524,246	2.25	36.28	1,537	15,305
			VTA/SC		ECO	Full		S/D	17	Passes/				Passengers	Passengers		
ROUTE			Day Pass	CalTrain	Pass	Fare	Tickets	Riders	Day Pass	Free Rides			RIDERSHIP	Per Mile	Per Hour	Wheelchair	Bike
17	47,572.09	1,529.48	43	95	270	11,515	571	1,413	135	11,960			26,002	0.55	17.00	47	840

March Ridership 550,248

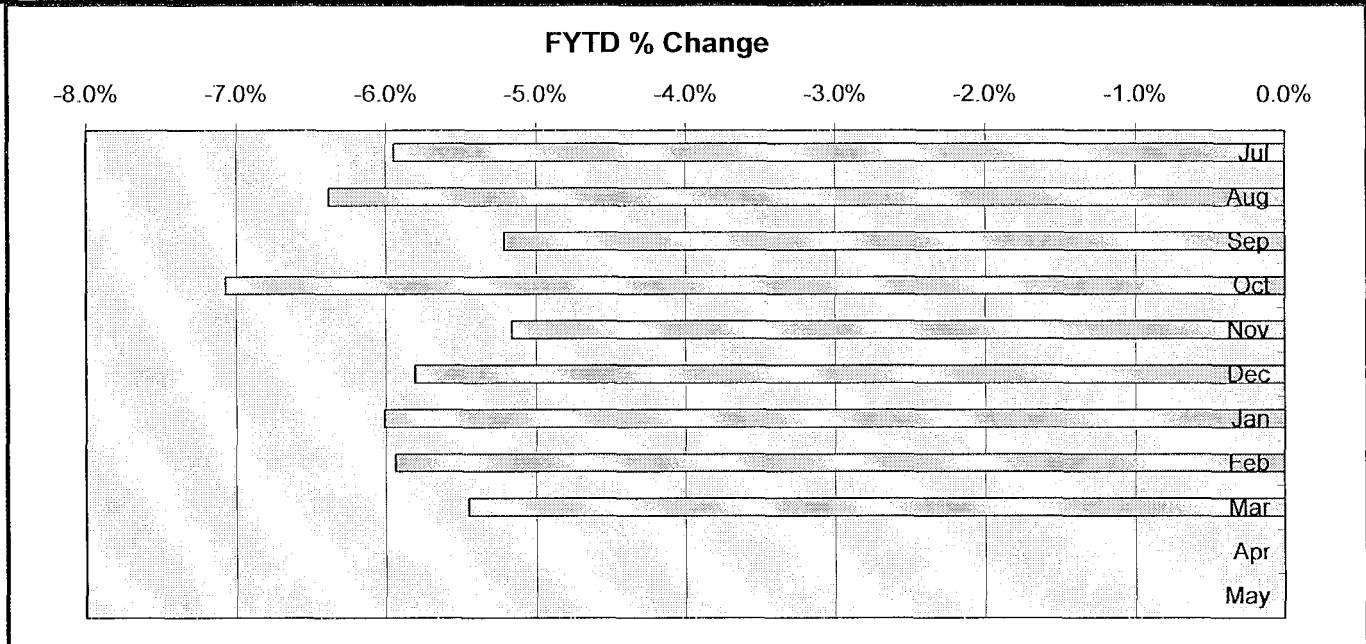
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Attachment B

FYTD % Change in Ridership
Through March 2010

Attachment C

	FY10 YTD Ridership	FY09 YTD Ridership	Difference	% Change
Jul	335,537	356,739	-21,202	-5.9%
Aug	650,763	695,099	-44,336	-6.4%
Sep	1,107,101	1,167,955	-60,854	-5.2%
Oct	1,756,415	1,890,113	-133,698	-7.1%
Nov	2,286,450	2,410,825	-124,375	-5.2%
Dec	2,633,869	2,796,142	-162,273	-5.8%
Jan	3,151,955	3,353,465	-201,510	-6.0%
Feb	3,671,110	3,902,693	-231,583	-5.9%
Mar	4,210,465	4,452,941	-242,476	-5.4%
Apr				
May				
Jun				



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Attachment D

Route by Route Ridership

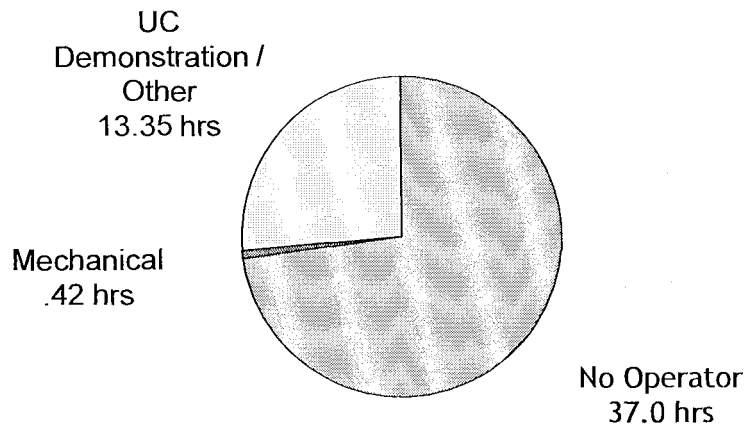
March 2010						
	Route	Destination	FY10 Riders	FY09 Riders	+/- from last year	%
1	34	South Felton	286	269	17	6.3%
2	7	Beach St	1,278	1,264	14	1.1%
3	13	University via Walnut	12,059	11,957	102	0.9%
4	69N	Santa Cruz/Capitola Cabrillo Night	3,269	3,251	18	0.6%
5	19	University via Lower Bay	26,314	26,234	80	0.3%
6	20	University via Westside	23,012	22,959	53	0.2%
7	15	University via Laurel West	38,527	38,441	86	0.2%
8	10	University via High St.	31,251	31,205	46	0.1%
9	16	University via Laurel East	89,857	89,764	93	0.1%
10	17	Santa Cruz/San Jose	26,006	26,002	4	0.0%
11	N/O	University Night Owl	4,215	4,216	-1	0.0%
12	20D	Route 20 Supplemental	6,526	6,528	-2	0.0%
13	42	Davenport/Bonny Doon	1,135	1,136	-1	-0.1%
14	12	University/Eastside Direct	1,025	1,026	-1	-0.1%
15	41	Bonny Doon	1,882	1,887	-5	-0.3%
16	68N	Beach/Broadway/Portola Night	2,574	2,589	-15	-0.6%
17	31	Santa Cruz/Scotts Valley	1,838	1,850	-12	-0.6%
18	70	Santa Cruz/Cabrillo	9,984	10,065	-81	-0.8%
19	53	Capitola/Dominican	791	798	-7	-0.9%
20	33	Lompico	449	453	-4	-0.9%
21	40	Davenport	1,607	1,622	-15	-0.9%
22	79	East Lake	2,011	2,031	-20	-1.0%
23	69W	Santa Cruz/Capitola/Cabrillo Watsonville	28,079	28,372	-293	-1.0%
24	55	Capitola/Rio Del Mar	4,915	4,969	-54	-1.1%
25	68	Live Oak via Broadway/Portola	10,750	10,878	-128	-1.2%
26	72	Corralitos	3,938	3,985	-47	-1.2%
27	69	Santa Cruz/Capitola	10,840	10,971	-131	-1.2%
28	75	Green Valley	7,357	7,446	-89	-1.2%
29	56	Capitola/La Selva	1,347	1,364	-17	-1.2%
30	76	Corralitos/Buena Vista	926	938	-12	-1.3%
31	35	San Lorenzo Valley	42,647	43,303	-656	-1.5%
32	71	Watsonville/Santa Cruz	80,082	81,320	-1,238	-1.5%
33	3	Natural Bridges	3,216	3,267	-51	-1.6%
34	69A	Santa Cruz/Capitola/ Watsonville	23,438	23,886	-448	-1.9%
35	32	Santa Cruz/Scotts Valley	707	723	-16	-2.2%
36	91	Santa Cruz-Watsonville Express	5,062	5,180	-118	-2.3%
37	54	Capitola/Aptos/La Selva	1,001	1,027	-26	-2.5%
38	4	Harvey West/Emeline	4,976	5,148	-172	-3.3%
39	9	Prospect Heights	406	422	-16	-3.8%
40	66	Live Oak via 17th Avenue	17,276	18,463	-1,187	-6.4%
41	74	Ohlone Parkway/Rolling Hills	3,113	3,378	-265	-7.8%
42	27x	University Express	3,383	3,870	-487	-12.6%
43	88	Armory	0	5,791	-5,791	N/A
TOTALS			539,355	550,248	-10,893	-2.0%

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Dropped Service for FY10

	FY07		FY08		FY09		FY10	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	5.02	96.88	5.53	90.97	81.53	1482.81	10.35	208.64
August	15.02	276.46	4.93	110.45	1.13	23.95	32.77	894.57
September	11.30	160.72	9.00	191.05	11.50	194.51	17.30	240.17
October	37.52	540.19	9.52	122.24	29.75	555.98	13.02	234.98
November	37.55	477.48	3.32	45.89	11.60	59.92	14.75	180.63
December	6.08	143.84	18.97	241.87	1.58	26.64	9.40	220.62
January	12.24	188.23	49.20	453.86	0.97	10.95	11.10	196.58
February	13.07	188.23	53.53	717.31	25.18	488.75	2.97	37.97
March	7.13	133.30	22.50	315.63	18.73	452.08	50.77	569.32
April	4.85	43.67	40.75	586.55	19.57	310.04		
May	16.00	241.42	16.40	246.82	19.33	284.60		
June	62.19	802.29	52.05	882.35	5.85	73.64		
TOTAL	227.96	3,292.71	285.70	4,004.99	226.74	3,963.85	162.42	2,783.47

Dropped Service Breakdown for March 2010



5-5.e1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF APRIL 2010

BUS #	DATE	DAY	REASON
2226 D/C LF 40	1-Apr	Thursday	Kneel won't return after deployment.
2301 17 ORI 40	2-Apr	Friday	Arm in securement area stuck 1/2 out, won't budge!
2230 D/C LF40	2-Apr	Friday	Lift alarm not working.
2228 D/C LF 40	4-Apr	Sunday	Ramp sticks but works with help.
9833 GIL 40	9-Apr	Friday	Kneel non-op.
9807 LFF 35	9-Apr	Friday	Lift ramp needs to be fixed.
2206 CNG LFF 40	10-Apr	Saturday	Bio Hazard in driver side securement area.
2208 CNG LFF 40	12-Apr	Monday	Kneel alarm is not working.
2225 D/C LF 40	13-Apr	Tuesday	Kneel very slow in storing, moves up after 10 seconds or more.
9807 LFF 35	17-Apr	Saturday	W/C lift won't deploy, lifts up 6 inches only.
2226 D/C LF 40	17-Apr	Saturday	Kneel warning buzzer broke.
2301 17 ORI 40	18-Apr	Sunday	Won't raise from kneel.
9832 GIL 40	20-Apr	Tuesday	No kneel.
2301 17 ORI 40	20-Apr	Tuesday	Front right side securement area tie down ratchet upside down.
2303 17 ORI 40	21-Apr	Wednesday	Lift drifted out again, bus wouldn't move. Pushed on the handrails w/feet while depressing lift and freed itself.
9832 GIL 40	21-Apr	Wednesday	No kneel.
9832 GIL 40	23-Apr	Friday	Kneel will not go down or engage.
2808	23-Apr	Friday	Kneel toggle switch mount is loose.
2201 CNG LFF 40	24-Apr	Saturday	Kneel takes a while to lift.
2221 D/C LF 35	26-Apr	Monday	Please check the kneel it's not coming up well.
9812 LFF 40	26-Apr	Monday	"Stow" switch on ramp has a short.
9834 GIL 40	28-Apr	Wednesday	Lift doesn't work.
2308 17 ORI 40	29-Apr	Thursday	Lift ? Work.

F New Flyer
G Gillig
C Champion
LF Low Floor Flyer
GM GMC
CG CNG
CN SR855 & SR854
OR Orion/Hwy 17

Note: Lift operating problems that cause delays of less than 30 minutes.

5-5.f1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 

SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR MARCH 2010

I. RECOMMENDED ACTION

This report is for informational purposes only. No action is required

II. SUMMARY OF ISSUES

- Total ridership for the month of March 2010 was 27,578, which is an increase of 963 riders or 3.6% from March 2009.
- FY10 average ridership per weekday was 942. This is an 6.4% decrease from FY09
- FY10 riders per revenue hour were 16.12 riders per hour, which is a 7.1% decrease from FY09.
- March 2010 Highway 17 Express operating costs was \$156,545.79 with March 2010 fare revenue at \$97,997.59 and additional funds from AMTRAK and SJSU at \$12,603.09 resulting in a 70.7% cost recovery ratio.

III. DISCUSSION

In the twenty-three (23) weekdays, and eight (8) weekend days of March 2010, the Highway 17 Express total ridership was 27,578 riders. This was a gain from the previous year, increasing by 963 riders or simply 3.6%. This gain is due to having twenty-three (23) weekdays in March 2010 versus only twenty-two (22) in March 2009.

FY10 average weekday ridership on the Highway 17 Express was 942 riders per weekday, a 6.4% decrease from 1,006 riders per weekday in FY09. Simultaneously Highway 17 Express has seen an 7.1% decrease in riders per revenue hour from 17.36 riders per revenue hour to 16.12 riders per revenue hour. These decreases in ridership are most likely due to much lower gasoline prices in March 2010 than in March 2009 as well as an increase in unemployment in both Santa Clara and Santa Cruz counties.

The operating cost of the Highway 17 Express for March 2010 was \$156,545.79. A respectable 70.7% of the operating costs were recovered from fare revenue of \$97,997.59 and additional funds from AMTRAK and SJSU of \$12,603.09 totaling to \$110,600.68 in March 2010. Please see attachments regarding these figures.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

5-6.1

V. ATTACHMENTS

Attachment A: Highway 17 Express Operating Statistics Summary Fiscal Year 2010

Attachment B: Highway 17 Express Revenue & Expenditure Summary

Attachment C: Highway 17 Express Operating Statistics Summary Fiscal Year 2009

Prepared by: Erich Friedrich, Jr. Transportation Planner.
Date Prepared: May 18, 2010

5-6.2

HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

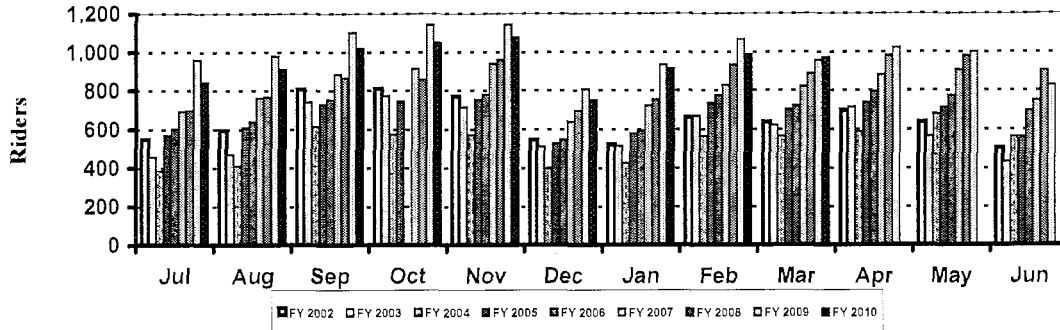
FISCAL YEAR 2010

MONTHLY	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
Total Ridership	23,566	24,127	26,172	29,411	27,204	19,484	23,695	23,695	27,578			
Avg. Weekday Ridership	842	908	1,020	1,049	1,076	747	911	984	970			
Avg. Saturday Ridership	533	510	522	652	544	387	510	498	644			
Avg. Sunday Ridership	519	502	535	767	656	300	489	506	674			
Total Service Days	31	31	30	31	30	31	31	28	31			
Number of Weekdays	23	21	21	22	19	22	20	20	23			
Number of Saturdays	4	5	4	5	4	4	5	4	4			
Numbers of Sundays	4	5	5	4	7	5	6	4	4			
Revenue Hours	1,618	1,552	1,523	1,590	1,482	1,585	1,527	1,442	1,636			

QUARTERLY	Q1	Q2	Q3	Q4
Total Ridership	73,865	76,099	74,968	
Avg. Weekday Ridership	921	952	955	
Avg. Saturday Ridership	521	537	548	
Avg. Sunday Ridership	519	573	547	
Revenue Hours	4,694	4,657	4,605	

FYTD	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
Total Ridership	23,566	47,693	73,865	103,276	130,480	149,964	173,659	197,354	224,932			
Avg. Weekday Ridership	842	873	921	953	975	936	932	939	942			
Avg. Saturday Ridership	533	520	521	557	555	529	526	523	535			
Avg. Sunday Ridership	519	510	519	574	597	547	538	535	547			
Revenue Hours	1,618	3,170	4,694	6,283	7,765	9,351	10,878	12,320	13,956			

HIGHWAY 17 EXPRESS
Average Weekday Ridership History



FYTD COMPARISON
2010 vs. 2009

	FY 2010	FY 2009	Percent Change
# of Weekdays	191	190	0.5%
Total Ridership	224,932	237,901	-5.5%
Avg. Wkday Ridership	942	1,006	-6.4%
Avg Sat Ridership	535	556	-3.7%
Avg Sun Ridership	547	556	-1.6%
Revenue Hours	13,956	13,707	1.8%
Riders Per Rev. Hour	16.12	17.36	-7.1%

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**HIGHWAY 17 EXPRESS
REVENUE & EXPENDITURE SUMMARY
FISCAL YEAR 2010**

PERIOD	TOTAL COST*	REVENUE								RATIOS				VTA COST SUMMARY			JPA COST SUMMARY		
		PASSENGER FARE REVENUE					ADDITIONAL FUNDS			TOTAL REVENUE	Ridership	Average Fare per Rider	Total Cost per Rider	Cost Recovery	Billed to VTA	VTA Fare Revenue	VTA Net Cost	TOTAL JPA Cost	JPA Cost per Rider
		FAREBOX	SCMTD Pass Sales	VTA Pass Sales	VTA EcoPass	Total Fare Revenue	SJSU** Funded	AMTRAK Funded											
Jul '09	\$155,343.40	\$54,382.61	\$14,362.50	\$9,810.00	\$1,120.00	\$79,675.11		\$10,361.00	\$90,036.11	23,566	\$3.38	\$6.59	58.0%	\$43,683.65	\$10,930.00	\$32,653.65	\$65,307.29	\$2.77	
Aug '09	\$148,122.32	\$57,058.08	\$15,222.50	\$9,360.00	\$940.00	\$82,580.56	\$279.28	\$10,361.00	\$93,220.84	24,127	\$3.42	\$6.14	62.9%	\$37,750.74	\$10,300.00	\$27,450.74	\$54,901.48	\$2.28	
Sep '09	\$145,713.48	\$56,350.07	\$17,092.50	\$17,460.00	\$828.00	\$91,730.57	\$2,117.96	\$10,348.15	\$104,196.68	26,172	\$3.50	\$5.57	71.5%	\$39,046.40	\$18,288.00	\$20,758.40	\$41,516.80	\$1.59	
Oct '09	\$152,325.81	\$63,785.70	\$18,733.50	\$15,750.00	\$924.00	\$99,193.20	\$2,489.96	\$10,480.59	\$112,143.75	29,411	\$3.37	\$5.18	73.6%	\$36,765.03	\$16,674.00	\$20,091.03	\$40,182.06	\$1.37	
Nov '09	\$141,545.21	\$67,168.82	\$17,159.50	\$15,930.00	\$716.00	\$100,974.32	\$2,198.20	\$10,870.85	\$114,043.37	27,204	\$3.71	\$5.20	80.6%	\$30,396.92	\$16,646.00	\$13,750.92	\$27,501.84	\$1.01	
Dec '09	\$151,732.86	\$49,562.08	\$14,356.00	\$9,630.00	\$480.00	\$74,028.08	\$1,726.56	\$10,371.00	\$86,125.64	19,484	\$3.80	\$7.79	56.8%	\$42,913.61	\$10,110.00	\$32,803.61	\$65,607.22	\$3.37	
Jan '10	\$145,542.10	\$58,924.22	\$15,357.50	\$9,630.00	\$800.00	\$84,711.72	\$655.52	\$10,544.09	\$95,911.33	23,695	\$3.58	\$6.14	65.9%	\$35,245.38	\$10,430.00	\$24,815.38	\$49,630.77	\$2.09	
Feb '10	\$138,266.15	\$53,630.04	\$16,974.00	\$14,310.00	\$748.00	\$85,682.04	\$2,246.08	\$10,497.20	\$98,405.32	23,695	\$3.62	\$5.84	71.2%	\$34,988.41	\$15,058.00	\$19,930.41	\$39,860.83	\$1.68	
Mar '10	\$156,545.79	\$65,602.59	\$16,689.00	\$14,850.00	\$856.00	\$97,997.59	\$2,030.08	\$10,573.01	\$110,600.68	27,578	\$3.55	\$6.68	70.7%	\$38,678.55	\$15,706.00	\$22,972.55	\$45,945.11	\$1.67	
FYTD 2010	\$1,335,137.11	\$526,464.19	\$145,947.00	\$116,730.00	\$7,412.00	\$796,553.19	\$13,743.64	\$94,386.89	\$904,683.72	224,932	\$3.54	\$5.94	67.8%	\$339,368.69	\$124,142.00	\$215,226.69	\$430,453.39	\$1.91	
FYTD 2009	\$1,329,649.44	\$495,052.17	\$142,122.50	\$145,620.00	\$9,788.00	\$792,582.67	\$14,287.64	\$92,121.16	\$898,991.47	237,901	\$3.33	\$5.59	67.6%	\$370,736.99	\$155,408.00	\$215,328.99	\$430,657.97	\$1.81	
Percent Change	0.4%	6.3%	2.7%	-19.8%	-24.3%	0.5%	-3.8%	2.5%	0.6%	-5.5%	6.3%	6.2%	0.2%	-8.5%	-20.1%	0.0%	0.0%	5.7%	

FYTD 2009 Percent of Passenger Fare Revenues	66.1%	18.3%	14.7%	0.9%
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Abbreviations: SCMTD = Santa Cruz Metropolitan Transit District
SJSU = San Jose State University

* SCMTD Invoice
** Expenses for SJSU blocks less farebox for SJSU blocks

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Attachment B

HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

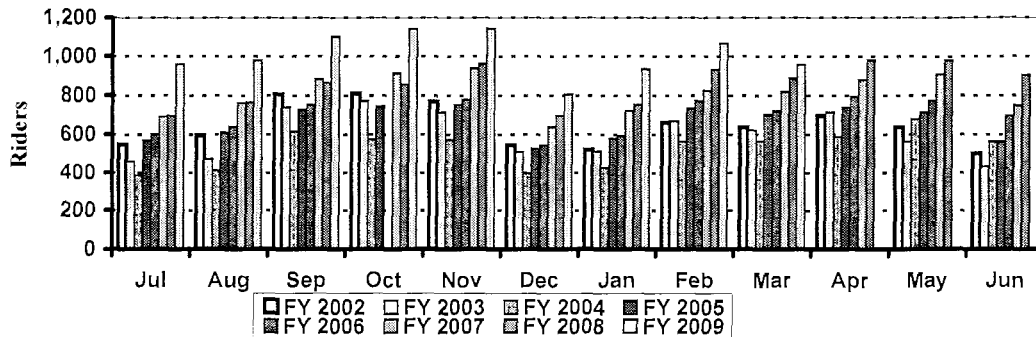
FISCAL YEAR 2009

MONTHLY	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	26,183	27,827	31,546	28,009	21,008	24,835	25,969	26,615			
Avg. Weekday Ridership	959	977	1,101	1,142	1,142	805	933	1,066	955			
Avg. Saturday Ridership	540	566	550	625	567	422	559	580	590			
Avg. Sunday Ridership	531	565	500	697	660	324	488	584	649			
Total Service Days	31	31	30	31	30	31	31	28	31			
Number of Weekdays	22	21	21	23	18	22	21	20	22			
Number of Saturdays	4	5	4	4	5	4	5	4	4			
Numbers of Sundays	5	5	5	4	7	5	5	4	5			
Revenue Hours	1,485	1,451	1,468	1,633	1,456	1,592	1,562	1,453	1,625			

QUARTERLY	Q1	Q2	Q3	Q4
Total Ridership	79,919	80,563	77,419	
Avg. Weekday Ridership	1,012	1,024	983	
Avg. Saturday Ridership	553	540	575	
Avg. Sunday Ridership	532	564	573	
Revenue Hours	4,403	4,681	4,639	

FYTD	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	52,092	79,919	111,465	139,474	160,482	185,317	211,286	237,901			
Avg. Weekday Ridership	959	968	1,012	1,046	1,063	1,018	1,006	1,013	1,006			
Avg. Saturday Ridership	540	554	553	570	569	547	549	552	556			
Avg. Sunday Ridership	531	548	532	567	592	549	540	545	556			
Revenue Hours	1,485	2,936	4,403	6,037	7,492	9,084	10,646	12,098	13,723			

HIGHWAY 17 EXPRESS
Average Weekday Ridership History



FYTD COMPARISON
2009 vs. 2008

	FY 2009	FY 2008	Percent Change
# of Weekdays	190	190	0.0%
Total Ridership	237,901	191,901	24.0%
Avg. Wkday Ridership	1,006	822	22.4%
Avg Sat Ridership	556	414	34.4%
Avg Sun Ridership	556	427	30.4%
Revenue Hours	13,723	12,937	6.1%
Riders Per Rev. Hour	17.34	14.83	16.9%

5-6.c1

Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 

SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ
MONTHLY SERVICE REPORT FOR THE MONTH OF MARCH 2010

I. RECOMMENDED ACTION

This report is for information purposes only. No action is required

II. SUMMARY OF ISSUES

- There were eighteen (18) school-term days in March 2010 and seventeen (17) school-term days in March 2009.
- Revenue received from UCSC was \$289,862.69 versus \$286,520.90 a increase of 1.2%.
- System-wide UCSC ridership decreased by 7.7% FYTD.
 - Total student ridership decreased by 7.2% FYTD.
 - Total Faculty/Staff ridership decreased by 14.2% FYTD.
 - Average Student ridership per school day decreased by 6.5%.
 - Average Faculty/Staff ridership per weekday decreased by 5.1%

III. DISCUSSION

For the month of March 2010, there were eighteen (18) school-term days.

UCSC Revenue in March 2010 increased a total of \$3,341.79 or 1.2% over March 2009 despite drops in UCSC ridership. This is due to billing rates per rider and supplemental route subsidies increasing slightly more than the reduction in ridership. UCSC ridership for all Santa Cruz METRO service in March 2010 was negative compared to March 2009, with a decrease of 7.7% FYTD. Monthly comparisons included a 6.5% decrease in Average Student ridership per school day and a 5.1% decrease in Average Faculty/ Staff ridership per weekday in March 2010 from March 2009.

After several conversations with university staff, it has been determined that shifts in student demographics are mostly responsible for the losses in ridership. The university, in the previous year, has reduced the number of incoming first year Freshmen while simultaneously raising the number of accepted Junior transfer students. Of the two groups, Junior transfer students tend to be less transit dependent than first year Freshmen, therefore effect on ridership is negative even though UCSC attendance is slightly more than in previous years.

5-7.1

Please see attached charts and graphs that will depict average UCSC Student and Faculty/Staff ridership decreasing by 6.5% and 5.1% respectively.

IV. FINANCIAL CONSIDERATIONS.

Total revenue received as of March 2010 is negative \$76,012.10 or -3.43% FYTD under March 2009 actuals.

V. ATTACHMENTS

- Attachment A: Total UCSC Monthly Revenue**
- Attachment B: Total UCSC Ridership**
- Attachment C: Monthly UCSC Ridership**
- Attachment D: Total UCSC Student Ridership**
- Attachment E: Total UCSC Faculty/Staff Ridership**

Prepared by: Erich Friedrich, Jr. Transportation Planner.

Date Prepared: May 18, 2010

5-7.2

Total UCSC Monthly Revenue

FY 09 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-08	\$ 40,787.95	\$ 14,367.08	-	\$ 9,719.80	-	\$ 64,874.83	\$ 48,944.00	32.5%	\$ 15,930.83
Aug-08	\$ 43,773.78	\$ 16,273.16	-	\$ 10,973.81	-	\$ 71,020.75	\$ 55,280.33	28.5%	\$ 15,740.42
Sep-08	\$ 151,871.29	\$ 18,162.59	\$ 3,763.96	\$ 2,563.82	\$ 2,007.46	\$ 178,369.12	\$ 126,441.28	41.1%	\$ 51,927.84
Oct-08	\$ 408,791.24	\$ 21,030.79	\$ 13,538.41	\$ 1,999.52	\$ 5,435.42	\$ 450,795.38	\$ 373,239.85	20.8%	\$ 77,555.53
Nov-08	\$ 274,825.68	\$ 15,381.16	\$ 10,512.74	\$ 5,500.47	\$ 3,989.36	\$ 310,209.41	\$ 278,625.33	11.3%	\$ 31,584.08
Dec-08	\$ 129,527.31	\$ 11,581.57	\$ 4,892.43	\$ 3,560.21	\$ 2,118.85	\$ 151,680.37	\$ 144,450.71	5.0%	\$ 7,229.66
Jan-09	\$ 324,761.80	\$ 15,605.62	\$ 11,679.83	\$ 297.04	\$ 3,803.13	\$ 356,147.42	\$ 291,196.34	22.3%	\$ 64,951.08
Feb-09	\$ 313,712.45	\$ 16,053.38	\$ 12,788.37	\$ 893.73	\$ 4,582.22	\$ 348,030.15	\$ 316,841.16	9.8%	\$ 31,188.99
Mar-09	\$ 256,439.79	\$ 16,335.68	\$ 7,795.60	\$ 1,419.89	\$ 4,529.94	\$ 286,520.90	\$ 248,308.68	15.4%	\$ 38,212.22
Apr-09	\$ 337,553.59	\$ 16,412.05	\$ 13,858.64	\$ 657.89	\$ 6,013.28	\$ 374,495.45	\$ 344,270.47	8.8%	\$ 30,224.98
May-09	\$ 300,396.54	\$ 15,066.45	\$ 12,869.92	\$ 1,647.19	\$ 6,425.82	\$ 336,405.92	\$ 323,061.52	4.1%	\$ 13,344.40
Jun-09	\$ 136,348.98	\$ 14,611.75	\$ 4,245.33	\$ 1,648.20	\$ 3,218.69	\$ 160,072.95	\$ 155,257.04	3.1%	\$ 4,815.91
FY 2009	\$ 2,718,790.40	\$ 190,881.28	\$ 95,945.23	\$ 40,881.57	\$ 42,124.17	\$ 3,088,622.65	\$ 2,705,916.71	14.1%	\$382,705.94
FY 10 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-09	\$48,734.00	\$13,306.66				\$62,040.66	\$ 64,874.83	-4.4%	-\$2,834.17
Aug-09	\$41,885.71	\$13,429.30				\$55,315.01	\$ 71,020.75	-22.1%	-\$15,705.74
Sep-09	\$153,393.69	\$15,756.32	\$2,760.13	\$652.54	\$2,408.04	\$174,970.72	\$ 178,369.12	-1.9%	-\$3,398.40
Oct-09	\$385,944.49	\$16,972.17	\$10,275.05	\$0.00	\$4,055.38	\$417,247.09	\$ 450,795.38	-7.4%	-\$33,548.29
Nov-09	\$291,654.82	\$15,207.74	\$7,550.34	\$918.86	\$4,427.86	\$319,759.62	\$ 310,209.41	3.1%	\$9,550.21
Dec-09	\$115,072.85	\$11,307.11	\$3,421.37	\$1,091.96	\$1,985.66	\$132,878.95	\$ 151,680.37	-12.4%	-\$18,801.42
Jan-10	\$331,619.03	\$15,284.03	\$8,693.45	\$0.00	\$3,366.77	\$358,963.28	\$ 356,147.42	0.8%	\$2,815.86
Feb-10	\$302,031.88	\$15,521.39	\$9,450.70	\$0.00	\$3,594.24	\$330,598.21	\$ 348,030.15	-5.0%	-\$17,431.94
Mar-10	\$258,226.37	\$17,196.20	\$7,032.35	\$1,954.18	\$5,453.59	\$289,862.69	\$ 286,520.90	1.2%	\$3,341.79
Apr-10									
May-10									
Jun-10									
FY 2010 Total	\$1,928,562.84	\$133,980.92	\$49,183.39	\$4,617.54	\$25,291.54	\$2,141,636.23	\$2,217,648.33	-3.43%	-\$76,012.10

5-7.01

Attachment A

Total UCSC Ridership

FY 2009 UCSC Ridership														
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Student	37,662	40,419	131,263	353,320	273,202	114,975	280,693	271,143	221,642	291,749	259,634	117,847	2,393,549	
Staff	13,266	15,026	15,698	18,177	15,302	11,263	13,488	13,875	14,119	14,185	13,022	12,629	170,050	
Total	50,928	55,445	146,961	371,497	288,504	126,238	294,181	285,018	235,761	305,934	272,656	130,476	2,563,599	
Percentage Difference Between This Year and Last Year														
Student	15.3%	7.1%	39.9%	8.1%	11.5%	4.0%	18.4%	6.4%	14.4%	6.1%	2.1%	0.4%	9.9%	
Staff	-15.5%	-11.5%	1.9%	-4.7%	-2.9%	-1.0%	-14.9%	-19.8%	-14.0%	-23.3%	-27.6%	-15.3%	-12.9%	
Total	5.3%	1.3%	34.5%	7.4%	10.7%	3.5%	16.3%	4.7%	12.2%	4.3%	0.1%	-1.4%	8.0%	
FY 2010 UCSC Ridership														
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Student	42,121	36,202	130,437	318,699	240,838	95,023	273,839	253,307	209,334				1,599,800	
Staff	11,501	11,607	13,030	14,015	12,558	9,337	12,621	12,978	14,039				111,686	
Total	53,622	47,809	143,467	332,714	253,396	104,360	286,460	266,285	223,373	0	0	0	1,711,486	
Percentage Difference Between This Year and Last Year														
Student	11.8%	-10.4%	-0.6%	-9.8%	-11.8%	-17.4%	-2.4%	-6.6%	-5.6%					
Staff	-13.3%	-22.8%	-17.0%	-22.9%	-17.9%	-17.1%	-6.4%	-6.5%	-0.6%					
Total	5.3%	-13.8%	-2.4%	-10.4%	-12.2%	-17.3%	-2.6%	-6.6%	-5.3%					
				UCSC Ridership FYTD			FYTD 2009	FYTD 2010						
				Student			1,724,319	1,599,800	-7.2%					
				Staff			130,214	111,686	-14.2%					
				TOTAL			1,854,533	1,711,486	-7.7%					

5-7.61

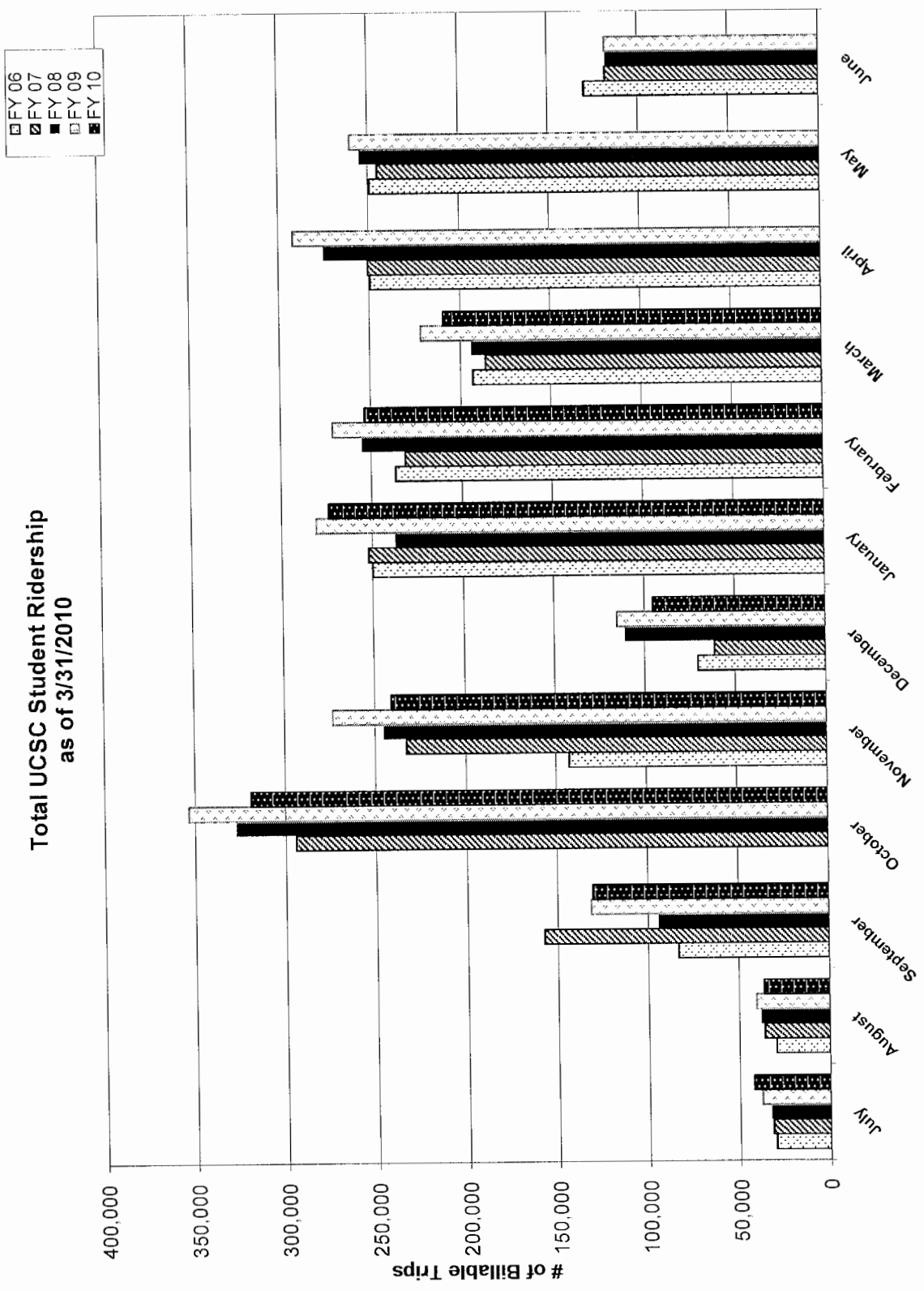
Attachment B

Monthly UCSC Ridership

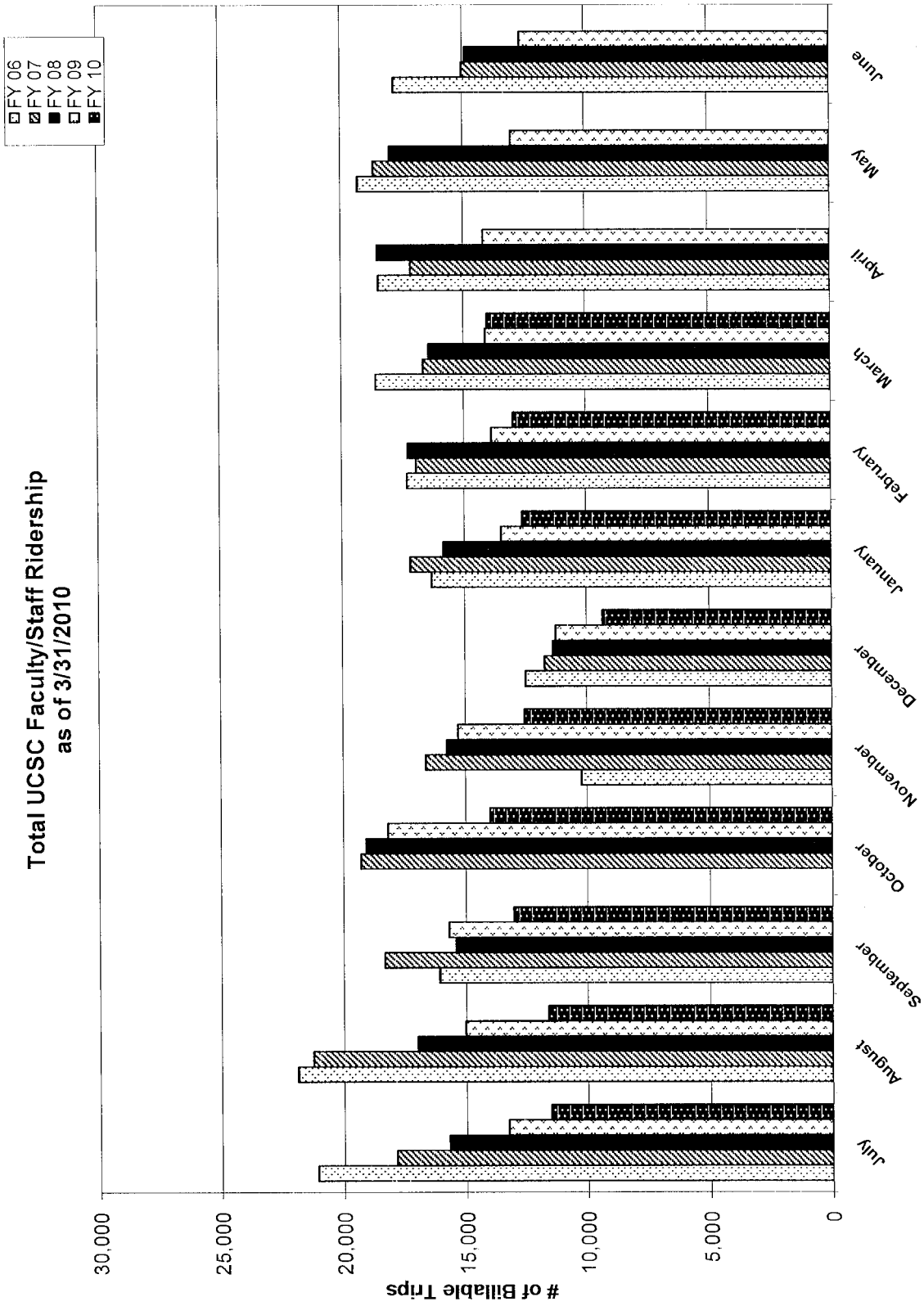
March 2010	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Day			Average Faculty/Staff Ridership Per Weekday		
	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%
Regular Service	196,719	208,267	-5.5%	13,502	13,546	-0.3%	10,112.1	10,780.8	-6.2%	613.7	645.0	-4.9%
Supplemental	5,825	6,091	-4.4%	315	307	2.6%	323.6	358.3	-9.7%	14.3	14.6	-2.1%
Night Owl	3,264	3,800	-14.1%	41	53	-22.6%	181.3	223.5	-18.9%	1.9	2.5	-26.2%
27x	3,526	3,484	1.2%	181	213	-15.0%	195.9	204.9	-4.4%	8.2	10.1	-18.9%
TOTAL	209,334	221,642	-5.6%	14,039	14,119	-0.6%	10,812.9	11,567.6	-6.5%	638.1	672.3	-5.1%

5-7.e1

Attachment
C



5-7.d1



5-7.e1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

That the Board of Directors accept and file the MetroBase Status Report.

II. SUMMARY OF ISSUES

- Maintenance Building
 - West Bay is continuing with site work on 2nd half of site.
 - Concrete Floors
 - Parts Washer piping
 - Chasis Wash Bay
- Operations Building
 - RNL has repackaged the Operations Building.
 - Invitation For Bids(IFB) is pending State release of Proposition 1B Bond Funds.
- Vernon Administration Building
 - On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz
 - Harris & Associates is assisting in closeout documents with DMC Construction.

III. DISCUSSION

West Bay Builders is continuing to work on second phase of the Maintenance Building. West Bay Builders is working on the Punchlist items to finalize building. Current work includes concrete floor repairs, parts washer piping, chasis wash bay, and clean up. METRO is awaiting substantial completion in order to authorize Dama Shield Inc to perform epoxy work. Estimated date for substantial completion is June 2010.

In regards to the Operations Building, RNL Design has completed the re-package of the Operations Building. The plans have been reviewed by the City of Santa Cruz, and plan checked by Bureau Veritas. Invitation for Bids is pending State release of Proposition 1B Bond Funds.

5-8.1

On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz. DMC Construction has completed punch list items. METRO is closing out the project and Harris & Associates is assisting with the closeout with DMC Construction.

Information for the MetroBase Project can be viewed at <http://www.scmtd.com/metrobase>
Information on the project, contact information, and MetroBase Hotline number (831) 621-9568 can be viewed on the website.

Previous information regarding the MetroBase Project:

- A. Maintenance Building (IFB 06-01)
 - West Bay working on punch-list items for 2nd half.
 - IFB 06-01 Maintenance Building awarded to West Bay Builders.
- B. Operations Building
 - RNL Design Operations Building re-package complete.
 - Invitation For Bids is pending State release of Proposition 1B Bond Funds.
- C. Vernon Administration Building (IFB 09-10)
 - Wald, Ruhnke & Dost Architects completed bid set.
 - Invitation For Bids 09-10 due March 24, 2009.
 - On April 24, 2009, the Board of Directors approved a contract with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.
 - Notice-to-Proceed for Vernon project is May 6, 2009.
 - On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz, CA.

IV. FINANCIAL CONSIDERATIONS


Funds for the construction of the Maintenance Building, and Vernon Administration Building Components of the MetroBase Project are available within the funds the METRO has secured for the Project.

V. ATTACHMENTS

Attachment A: None

5-8.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager, and Acting Assistant General Manager 
SUBJECT: RENEWAL OF AGREEMENT WITH COUNTY OF SANTA CRUZ FOR PAYROLL SERVICES

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a new agreement with the County of Santa Cruz for payroll services, through June 30, 2014, not to exceed \$50,000 annually.

II. SUMMARY OF ISSUES

- Santa Cruz METRO's current contract with the County of Santa Cruz (County) for payroll services will expire June 30, 2010.
- Santa Cruz METRO is responsible for providing the County with accurate documentation of hours worked by each employee, while the County actually processes the bi-weekly payroll for approximately 310 employees, that includes the following services and deductions:
 - Process bi-weekly payroll which includes approximately thirty types of pay such as straight time, overtime, bilingual, shift differential, uniform allowance, instructor pay, union non-work pay, sick pay, vacation pay, personal leave pay, administrative leave pay, out-of-class pay, accrual payoffs, accident pay, etc.
 - File all payments for taxes
 - Remittance to the appropriate payees, for deductions such as insurance, garnishments, direct deposit to banks, etc.
 - Retirement deductions, deferred compensation and related reporting
 - Issue paychecks and W-2's, etc.
- The County has provided payroll services to Santa Cruz METRO for approximately thirty five years in a satisfactory manner, at a cost significantly lower than private service bureaus for similar services and deductions.
- Over time the County has adapted its computer system to provide specialized services and reports exclusive to Santa Cruz METRO, and has established computer links to facilitate the data transfer process. They have been very responsive to Santa Cruz METRO's payroll needs, especially when changes are made as a result of new agreements with bargaining units.

5-9 .1

III. DISCUSSION

The current contract with the County of Santa Cruz for payroll services will expire June 30, 2010. Santa Cruz METRO has contracted with the County to provide payroll services for approximately thirty five years.

Due to the specialized needs of Santa Cruz METRO, including over thirty different types of pay, and approximately fifteen deductions, only the County can economically provide these payroll services.

The County has adapted its computer system to provide specialized services and reports exclusive to Santa Cruz METRO, and has established computer links to facilitate the data transfer process. The County has been very responsive to Santa Cruz METRO's payroll needs, especially when changes are made as a result of new agreements with bargaining units.

IV. FINANCIAL CONSIDERATIONS

Funds to support this agreement (not to exceed \$50,000 annually) are included in the FY11 & FY12 Projected Budget Framework. Due to the complex nature of Santa Cruz METRO's payroll processing, the cost for these services would be significantly higher if these payroll services were contracted with a private payroll provider, or if the payroll processing was performed in-house.

V. ATTACHMENTS

Attachment A: Santa Cruz Metropolitan Transit District – Service Agreement

Prepared by: Debbie Kinslow, Assistant Finance Manager

Date Prepared: April 5, 2010

5-9.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Santa Cruz METRO)
Service Agreement**

This Agreement is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY", and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, hereinafter referred to as "Santa Cruz METRO", this 1st day of July, 2010.

Witnesseth

WHEREAS, the County is able to furnish and Santa Cruz METRO wishes to receive and purchase payroll services as hereinafter set forth it is agreed as follows:

NOW, THEREFORE, in consideration of the policies, covenants and obligations of the parties hereinafter set forth it is agreed as follows:

THE COUNTY shall maintain the level of service provided to Santa Cruz METRO as of June 30, 2010, which shall include the following:

I. Scope of Services

- A. The COUNTY agrees during the term of this Agreement to perform the following functions and duties with regard to the Santa Cruz METRO'S payroll:
1. To process Santa Cruz METRO'S bi-weekly payroll for approximately 350 employees, all of whom have wages computed hourly and must be reported by department.
 2. To include approximately thirty types of pay such as the following: straight time, overtime, bilingual, shift differential, uniform allowance, instructor pay, union non-work pay, sick pay, vacation pay, administrative leave pay, personal leave pay, guarantee pay, termination pay, out-of-class pay, accrual payoffs, accident report pay, travel time, jury duty, holiday pay, trainee pay, over-80 hours pay, double-time, advance pay.
 3. To include with remittance to appropriate payees approximately fifteen deductions such as the following: various insurance deductions, garnishments, retirement, direct deposit to banks, deferred compensation, union dues, Medicare, credit unions, adjustment.

5-9.91

4. To provide for timekeeper data entry and retrieval of attendance information, which shall include corrections and balancing by either:
 - a) hard copy via mail, courier, or
 - b) electronically via IBM type personal computer connected to COUNTY'S database.
5. To issue, sign and prepare checks for pick-up by 12:00 noon on Thursday following the end of the pay period (Wednesday if Thursday is a holiday); to manually prepare pay warrants when necessary, upon request.
6. To provide each payee with a Earnings, Deductions & Leave statement which shows at a minimum the following:
 - a) current earnings by hours and amount, current taxes and other deductions by amount;
 - b) year-to-date earnings, taxes and other deductions;
 - c) current balances for sick, annual, personal, administrative leave and floating holidays;
7. To provide for direct deposit to banks both for saving, checking and net pay.
8. To file all Federal and State payroll taxes within prescribed time limits.
9. To deduct for Medicare from employees hired after 4/1/86, and for FICA as necessary.
10. For Santa Cruz METRO employees covered by the Public Employees Retirement System, COUNTY will process all retirement deductions in accordance with PERS contract with Santa Cruz METRO, which include deductions on first 80 hours only (not to include overtime). Santa Cruz METRO shall provide COUNTY a copy of its contract with PERS.
11. To interface with F.A.M.I.S. to provide journal entries for posting to general ledger within five (5) work days of payday.

5-9.02

12. To provide reports by department with the following information and frequency shown in parenthesis:
 - a) By department and employee, usage and balance-available reports on compensatory time, sick leave, annual leave, administrative leave, personal leave, floating holidays, overtime reports, leave usage, hours and liability for leave reports (payday).
 - b) Payroll history by employee made available by payday.
 - Master File
 - Earnings History
 - c) Hours and earnings (payday). Hours register by department as well as one total for all departments.
 - d) Deductions (payday).
 - e) Audit report (payday).
 - f) Last rate of pay increase, by employee amount and date (monthly).
 - g) Payroll register (payday).
13. To generate new reports as required, and to provide direct access to the database for retrieval of information as required. (If an additional charge for a report is required by County, County will notify Santa Cruz METRO in advance so that Santa Cruz METRO may approve charges.)
14. To account for taxable, non-cash fringe benefits.
15. To issue W-2's and quarterly reports; to provide, upon request, duplicate W-2's.
16. To provide information needed for special project reports.
17. To maintain the payroll system in conformance with State and Federal laws and regulations and PERS requirements.

II. Duties of Santa Cruz METRO

5-9.93

- A. Santa Cruz METRO shall deposit in advance with the COUNTY such funds as are necessary to process and make payment of required payroll.
- B. Santa Cruz METRO shall provide COUNTY accurate documentation of hours worked by each employee in advance of payday.

III. Compensation

- A. Santa Cruz METRO agrees to pay COUNTY for all services rendered, not to exceed \$50,000 annually.
- B. The COUNTY agrees to submit an annual invoice for total payroll services provided.

IV. Terms of Agreement

- A. The term of this Agreement shall be four years, beginning July 1, 2010 and ending June 30, 2014.
- B. This Agreement may be cancelled by either party as of June 30 of any year by mailing to the other party 120 days written notice of cancellation.
- C. The fees, terms or conditions of this Agreement may be modified in writing with the consent of the parties. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representative of both parties.
- D. Upon termination of this Agreement, a final accounting shall be made of the fees payable to the COUNTY and any funds belonging to the Santa Cruz METRO in the possession of the COUNTY and any balance due either party shall be promptly paid by the debtor party.
- E. All records, reports and material pertaining to Santa Cruz METRO payroll subject to this Agreement shall be the property of the Santa Cruz METRO and shall be available to the Santa Cruz METRO upon termination of this Agreement.

V. Assignment

Neither party shall assign this Agreement or any part hereof without the written consent of the other party. This provision is not intended to restrict the COUNTY from engaging personnel, as COUNTY deems reasonably advisable.

5-9.94

VI. Independent Contractor

While performing service hereunder, the COUNTY shall be an independent contractor and not an agent, officer, or employee of the Santa Cruz METRO.

VII. Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

VIII. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

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

SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

COUNTY OF SANTA CRUZ

By: _____
Leslie R. White, General Manager

By: _____
Mary Jo Walker, Auditor-Controller

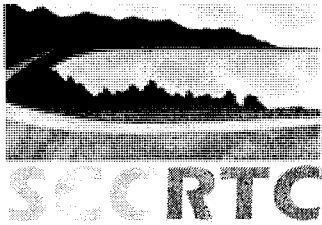
Approved as to form:

Approved as to form:

Margaret R. Gallagher
District Counsel

County Counsel

5-9.95



Santa Cruz County Regional Transportation Commission

MINUTES

Thursday
March 4, 2010
9:00 a.m.

Board of Supervisors Chambers
701 Ocean St
Santa Cruz CA 95060

1. Roll call

The meeting was called to order at 9:07 am.

Members present:

Dene Bustichi	John Leopold
Tony Campos	Kirby Nicol
Neal Coonerty	Ellen Pirie
Ron Graves	Antonio Rivas
Randy Johnson	Mark Stone
Don Lane	Marcela Tavantzis
Dave Murray (ex officio)	

Staff present:

George Dondero	Luis Mendez
Kim Shultz	Yesenia Parra
Gini Pineda	Grace Blakeslee
Daniel Nikuna	Karena Pushnik
Cory Caletti	Dave Garti

2. Oral communications

Jack Nelson said that he thought the discussion of greenhouse gas (GHG) emissions in Chapter 6 of the draft 2010 Regional Transportation Plan was inadequate. He said that his main concern is regarding induced demand and increased vehicle miles traveled resulting from the proposed Highway 1 HOV lanes project and the assumption that decreases in GHG from vehicles traveling at optimum speed would offset these increases.

5-10.1

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that there were add-on pages for Item 22 and a news release from Caltrans. He said that Item 27 on the closed session would be removed from the agenda.

CONSENT AGENDA (Pirie/Coonerty) Unanimous

Jack Nelson commented on Item 16b-1 saying that while the article tries to quantify how much GHG emissions are reduced when vehicles travel at optimum speed, it is silent on the effects of induced demand.

MINUTES

4. Approved draft minutes of the February 4, 2010 regular SCCRTC meeting
5. Approved draft minutes of the February 18, 2010 Transportation Policy Workshop meeting
6. Accepted draft minutes of the February 9, 2010 Elderly & Disabled Transportation Advisory Committee meeting
7. Accepted draft minutes of the February 11, 2010 Budget & Administration/Personnel Committee meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

No consent items

BUDGET AND EXPENDITURES ITEMS

8. Accepted status report on Transportation Development Act (TDA) revenues
9. Approved staff recommendation on Proposition 1B Transit Security Funds for Santa Cruz Metropolitan Transit District (Resolution 19-10)

ADMINISTRATION ITEMS

10. Accepted reappointments to the Elderly & Disabled Transportation Advisory Committee
11. Accepted meeting schedules for SCCRTC Committees and invite Commissioners to participate

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INFORMATION/OTHER ITEMS

12. Accepted monthly meeting schedule
13. Accepted correspondence log
14. Accepted letters from SCCRTC committees and staff to other agencies - None
15. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues
16. Accepted information items
 - a. Article from *ACCESS*, Fall 2009, Number 35 titled "TOD and Carsharing: A Natural Marriage"
 - b. Article from *ACCESS*, Fall 2009, Number 35 titled "Traffic Congestion and Greenhouse Gases"

REGULAR AGENDA

17. Commissioner reports

Chair Randy Johnson commended former Commissioner Pat Spence for her service and her dedication to the disabled community. He presented a plaque honoring Ms. Spence which was accepted by Commissioner Campos on her behalf.

18. Appoint Commissioners to Budget & Administration/Personnel Committee

Commissioner Pirie moved and Commissioner Lane seconded to appoint Commissioners Campos, Stone, Leopold, Rivas, Pirie and Coonerty to the Budget & Administration/Personnel Committee. The motion was approved unanimously.

19. Director's report

Executive Director George Dondero said that the draft Regional Transportation Plan (RTP) and the accompanying Supplemental Environmental Impact Report (SEIR) have been released. A public hearing will be held at the next Regional Transportation Commission meeting on April 1, 2010 at the Board of Supervisors Chambers. Public comments are due by April 19. The documents are posted to the RTC website at www.sccrtc.org and available at the RTC office and public libraries throughout the county.

20. Caltrans report and consider action items

Dave Murray, Caltrans District 5, said that landscaping for the Highway 17 Merge Lanes project is scheduled to begin April 1, 2010. He referred to the

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Caltrans news release regarding the Adopt-a-Highway program, saying it continues to be a worthwhile and successful program. The program has over 2,500 groups participating in the removal of litter along state highways saving the Department of Transportation over \$1 million.

Commissioners discussed the Adopt-a-Highway process.

Responding to a question from Commissioner Rivas about a project on Freedom Boulevard, Mr. Murray said that the transportation management system is a radar system to detect traffic counts and that the project will add sites for data collection.

21. Transportation Development Act (TDA) Article 8 Allocation Claim from the City of Scotts Valley for its citywide sidewalks project

Senior Planner Karena Pushnik presented the staff report and described the Transportation Development Act claim from the City of Scotts Valley. Improvement projects are located on Bean Creek Road near the Scotts Valley Middle School, Vine Hill Rd and other locations within the city.

Commissioner Pirie moved and Commissioner Campos seconded to approve the Elderly & Disabled Transportation Advisory Committee and staff recommendations that the Regional Transportation Commission approve a resolution approving the City of Scott Valley Transportation Development Act Article 8 allocation claim for \$93,315 for sidewalk construction projects and/or Americans with Disabilities Act-compliant curb ramps.

A roll call vote was taken and the motion (Resolution 20-10) passed with Commissioners Campos, Coonerty, Johnson, Lane, Leopold, Nicol, Pirie, Rivas and Stone voting "yes".

22. State and federal legislation

Transportation Planner Grace Blakeslee presented the staff report saying that a statewide coalition of local government, transportation and public transit leaders, including the League of California Cities, are proposing a ballot initiative for the November 2010 ballot to protect local government revenues. The measure, named the Local Taxpayer, Public Safety and Transportation Protection Act, prohibits the state from taking or borrowing local taxpayer funds dedicated to public safety, emergency response, transportation and other vital local government services.

In addition, Ms. Blakeslee said that staff and RTC state legislative assistants were successful in obtaining senate sponsorship for a bill that would modernize SAFE language to expand the list of eligible motorist aid services under the program and authorize the Metropolitan Transportation Commission to place call boxes in state and federal parks. SB 1418 (Wiggins) which was introduced to the state legislature on February 19, 2010 would also allow individual

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Service Authority for Freeway Emergencies (SAFE) to increase the SAFE fee by \$1 to \$2 on vehicles registered within their jurisdictions.

Deputy Director Luis Mendez explained the proposed "gas tax swap" alternatives and the impacts on transit and schools. Mr. Mendez also reviewed the status of federal transportation legislation and a federal jobs bill which passed in the House and is waiting to be taken up in the Senate.

Commissioners discussed whether AMBAG or the RTC would be able to impose the local gas tax included in the legislature's "gas tax swap" proposal and whether approval of the tax increase would need to be placed on a ballot measure.

Les White described some of the different gas tax swap proposals saying that the major issues are tax rates and how the bills are structured. He said that at this time AMBAG would have to adopt a sustainable building scenario as outlined in SB375 and submit it to the state in order to disburse funds. He encouraged the Commission to question whether the funding stream should go through AMBAG or the RTC.

Commissioners discussed gas costs to consumers, transportation projects conforming to SB375 guidelines, and effects of tax swaps on non-drivers.

Responding to an observation by Commissioner Nicol that the proposed SAFE fee increase from \$1 to \$2 is a 100% increase, Ms. Blakeslee said that the initial 1\$ fee was enacted in 1986 and that all funds collected go directly to local SAFE programs.

Commissioner Rivas moved and Commissioner Pirie seconded to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Support the Local Tax Payer, Public Safety and Transportation Protection Act proposed for the November 2010 ballot and direct staff to submit letters of support;
2. Accept oral report on other state legislative efforts; and,
3. Accept oral report on federal legislative efforts.

The motion passed with Commissioner Nicol voting "no".

23. Fiscal Year (FY) 09-10 budget and work program

Deputy Director Luis Mendez reported that the decline in Transportation Development act (TDA) revenues appears to be reaching a plateau and that staff is not proposing reductions to TDA recipients at this time. Mr. Mendez said that there are some changes in the budget due to corrected grant amounts and additional funding for certain items in the budget.

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Commissioner Lane moved and Commissioner Stone seconded to approve the Budget and Administration/Personnel (B&A/P) Committee and staff recommendations that the Regional Transportation Commission (RTC) adopt a resolution approving the amended FY 09-10 Budget and Work Program.

The motion (Resolution 21-10) passed unanimously.

24. Fiscal Year (FY) 10-11 budget and work program

Deputy Director Luis Mendez said that the proposed budget addresses revenue challenges with both continued vigilance of expenditures and additional funding of \$484,000 from grant funds secured by the RTC. The FY 10-11 work program continues to implement the RTC's priorities and on-going projects and also addresses the additional work that must be completed for the recently secured grants.

Mr. Mendez said that the Budget and Administration/Personnel Committee (B&A/P) recommended reducing apportionments to TDA recipients by the .54% consistent with the estimated amount of TDA revenue reductions, except for Bike to Work and the Community Traffic Safety Coalition, which can maintain FY 09-10 levels of funding by using reserve funds. In the event that TDA revenues do not meet estimates, staff will return to the B&A/P and the RTC with any proposed actions

Mr. Mendez also said that reserve funds should be higher after carry-over funds are calculated; that staff recommends filling an unfilled ½ time tech position to help address the additional work for the secured grants; that no Cost of Living Adjustment (COLA) is anticipated for staff; and that there may be increased revenues if there is an increase in SAFE fees and if the California Transportation Commission (CTC) approves a funding request for State Transportation Improvement Program (STIP) funds for planning, programming and monitoring activities required of the RTC by state and federal law.

Commissioners discussed how carryover funds affect reserve funds and reimbursing Transportation Development Act funds with the additional STIP funding requested from the CTC.

Commissioner Rivas moved and Commissioner Leopold seconded to approve the Budget and Administration/Personnel (B&A/P) Committee and staff recommendations that the Santa Cruz County Regional Transportation Commission (RTC) adopt a resolution approving the proposed FY 10-11 budget and work program.

Commissioners commented on carryover amounts being difficult to ascertain and historical trends showing that there is a precedent for monies to become available from carryovers.

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Mr. Mendez noted that while adopting the FY 10-11 budget this early has limitations, it is necessary in order to be included in the AMBAG budget and work program and to provide estimated TDA revenues for recipients to produce their budgets for next year.

Commissioner Pirie asked for updates on both budgets in June and added the recommendation to the motion. Commissioner Tavantzis commented on how the RTC would handle the need for furloughs if the budget required furloughs. Executive Director Dondero responded stating that staff would discuss this if the need was to arise.

The maker and second agreed and the motion (Resolution 22-10) passed unanimously.

25. Review of items to be discussed in closed session

The Commission adjourned into closed session at 10:30 am.

CLOSED SESSION

26. Conference with Real Property Negotiator Pursuant to Government Code 54956.8 for acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

27. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: George Dondero and Yesenia Parra

Bargaining Units: Mid-Management Unit and General Representation Unit

OPEN SESSION

28. Report on closed session

The Commission reconvened into open session at 12:27 pm. There was nothing to report

29. Adjourn to special meeting of the Service Authority for Freeway Emergencies

There was no SAFE meeting.

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30. Next Meetings

The meeting adjourned at 12:28 pm.

The next Transportation Policy Workshop is scheduled for March 18, 2010 at 9:00 am at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, April 1, 2010 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean St., Santa Cruz CA.

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Jack Nelson
Patrick Mulhearn
Les White

Assemblymember Monning
SCMTD

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: May 28, 2010

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Action Taken In Closed Session Regarding The Following Claim:
Settlement with Rita Gentry

Settlement with Rita Gentry

On February 12, 2010 in closed session the Board of Directors authorized a Compromise and Release Agreement in the amount of \$292,557.00 (less permanent disability advances) which terminates METRO's liability for permanent disability and future medical treatment. Motioned by Director Graves, Seconded by Director Rotkin, the following Directors authorized the final settlement: Graves, Hagen, Hinkle, Leopold, Pirie, Robinson and Rotkin with Directors Bustichi, Martinez, Stone and Tavantzis being absent. Pursuant to this direction, this claim was settled by way of Compromise and Release in the sum of \$292,557.00 and the Excess Carrier reimbursed METRO for all these expenses.


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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: May 28, 2010

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel
Angela Aitken, Finance Manager and Acting Assistant General Manager 

SUBJECT: **CONSIDERATION OF SCHEDULING A 45-DAY PUBLIC COMMENT PERIOD BEGINNING JUNE 1, 2010 AND A PUBLIC HEARING ON JUNE 25, 2010 IN ORDER TO OBTAIN PUBLIC INPUT REGARDING METRO'S PROPOSED ANNUAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 2.12% FOR FEDERALLY FUNDED PROCUREMENTS FOR THE FEDERAL FISCAL YEAR (FFY11)**

I. RECOMMENDED ACTION

Set a 45-day Public Comment Period beginning June 1, 2010, and a Public Hearing, for review and consideration of METRO's proposed DBE Goal for FFY11.

II. SUMMARY OF ISSUES

- As a recipient of Federal Transit Administration (FTA) Funds, METRO is required to comply with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), which states that grantees must establish and implement a Disadvantaged Business Enterprise (DBE) program and annually set DBE participation targets.
- Caltrans created methodology for calculating the Annual Anticipated DBE Percentage Level (AADPL), which includes Underutilized DBEs.
- METRO Staff calculated the DBE Goal for FFY11 using the Caltrans methodology.
- METRO's Public Notice announcing its proposed DBE Goal for FFY11 will be published in general circulation media, minority-focused media and trade association publications.
- A Public Hearing will be held on June 25, 2010 to receive public comments on METRO's proposed DBE goal and its rationale.
- METRO will accept public comments on the proposed goal during the 45 Day comment period beginning June 1, 2010 through July 16, 2010.

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III. DISCUSSION

As an eligible recipient of federal-aid funding, the Santa Cruz Metropolitan Transit District (METRO) is required to comply with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), which states that grantees must establish and implement a Disadvantaged Business Enterprise (DBE) program and annually set DBE participation targets. As part of this program, METRO must establish an annual target for DBE participation in all new contracts that are eligible to be funded with federal funds.

The purpose of the DBE program is to increase the opportunities for minority and women-owned small businesses to participate in federally funded projects. The primary objective of the DBE program is to provide a level playing field on which DBEs can compete fairly for Department of Transportation (DOT) assisted contracts. Establishing a level playing field helps to guarantee nondiscrimination in the award and administration of DOT-assisted contracts. The CUCP certifies that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs in California.

It is the policy of METRO to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts. METRO will never exclude any person from participating in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, disability or sexual orientation.

In previous years, METRO used the Federal Transit Administration's (FTA) methodology to establish its DBE goal. In the Spring of 2009, the California Department of Transportation (Caltrans) published methodology for calculating the Annual Anticipated DBE Percentage Level (AADPL), which includes Underutilized DBEs (UDBE). UDBEs are DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include Black Americans, Native Americans, Asian Pacific Americans, and females. The UDBEs represent the Race-Conscious portion of METRO's AADPL.

METRO executed a contract with Caltrans, which required METRO to follow the Caltrans methodology to calculate its DBE goal for FFY10 and future years. METRO must meet the maximum feasible portion of its AADPL by using Race-Neutral means of facilitating DBE participation. Race-Neutral measures focus on developing the business practices of all small businesses. METRO must establish contract goals for UDBEs to meet any portion of METRO's AADPL that is not met through Race-Neutral means. METRO's boilerplate language for formal bids and proposals includes language regarding the required use of DBE firms.

METRO anticipates awarding \$4,065,974 in federally assisted contracts in FFY11. METRO is proposing an overall DBE goal of 2.12% for U.S. DOT-assisted contracts for FFY11, approximately 0.36% of which it projects to meet through Race-Neutral means and 1.76% through Race-Conscious means (see *Attachment A*). To obtain the Race-Conscious portion of

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METRO's AADPL, Staff substituted UDBEs (i.e. Black Americans, Native Americans, Asian Pacific Americans, and female-owned DBEs) for DBEs in the Caltrans DBE formula. In the final step, the Race-Neutral portion of AADPL is calculated by taking the overall AADPL minus the Race-Conscious portion.

A DBE firm is defined as a for-profit "small business concern" that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals. California DBE firms are certified as such through the California Unified Certification Program (CUCP). Both the U.S. Bureau of Census and the California Department of Transportation's Unified Certification Program maintain extremely specific and uniform data on business activity and ownership by county. Both data sources use the North American Industry Classification System (NAIC), which categorizes business activities into hundreds of six-digit classification codes. Caltrans also uses the NAIC in its DBE Vendor Directory, enabling METRO staff to accurately calculate a DBE goal conforming to the preferred method.

Outreach/Public Comment Period Established

Beginning on May 24, 2010, METRO published its Public Notices in English (*Attachment B*) and Spanish (*Attachment C*), announcing the proposed DBE goal for FFY11, announcing the upcoming Public Hearing on June 25, 2010, and informing members of the local community that the DBE goal and its supporting rationale are available for public inspection at METRO's Administrative Offices. The Public Notice will be published in general circulation media, minority-focused media and trade association publications. A public hearing to receive comments on METRO's proposed DBE goal for FFY11 will be held on June 25, 2010 at the Santa Cruz City Council Chambers. This meeting will be televised and a Spanish Interpreter will be available. METRO will accept written comments on its proposed DBE Goal for FFY11 and its rationale through July 16, 2010.

METRO's DBE Goal for FFY11 and supporting information regarding METRO's DBE Program is available for public inspection at METRO's Administrative Offices, the Santa Cruz Central Branch Library, 224 Church Street, Santa Cruz, CA 95060 and the Watsonville Main Library, 275 Main Street, Watsonville, CA 95076 through July 16, 2010.

Additionally, METRO staff will attend the Elderly and Disabled Transportation Advisory Committee (E&D TAC) meeting on June 8, 2010, and the Metro Advisory Committee (MAC) meeting on June 16, 2010. At these meetings, staff will explain the methodology used for calculating METRO's DBE goal for FFY11, and comments will be accepted.

IV. FINANCIAL CONSIDERATIONS

METRO staff anticipates that there will be costs associated with the outreach efforts to gather public comments, but does not anticipate that it will be more than \$3,000. Adopting the Annual

5-12.3

DBE Program Goal for FFY11 has no significant financial impact. However, contracts funded with FTA assistance will be monitored for DBE goal achievement.

V. ATTACHMENTS

Attachment A: DBE Spreadsheet

Attachment B: Public Notice: Disadvantaged Business Enterprise Goal for Fiscal Year 2011 (FFY11) – English

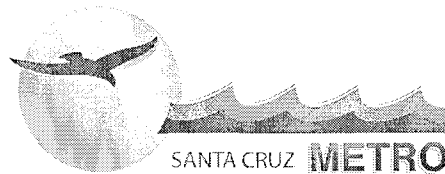
Attachment C: Public Notice: Disadvantaged Business Enterprise Goal for Fiscal Year 2011 (FFY11) – Spanish

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DBE Calculations for FFY 2011

Contracts to be Awarded	NAIC	Category Description	# of DBEs (Numerator)	Total Establishments in Districts 04 & 05 (Denominator)	Project Cost	%DBE	%UDBE	Weight	AADPL	RC AADPL	RN AADPL
Smartcard Farebox System (purchase)	334514	Totalizing Fluid Meter & Counting Device Manufacturing	0	14	\$ 2,267,000	0.00%	0.00%	55.76%	0.00%	0.00%	0.00%
Facilities Video Surveillance Project (installation)	238210	Electrical Contractors & other wiring installation Contractors	102	2,140	102,088	4.8%	3.2%	2.5%	0.12%	0.08%	0.04%
Facilities Video Surveillance Project (cameras & equipment)	423410	Photographic Equipment & Supplies	5	46	62,571	10.9%	10.9%	1.5%	0.17%	0.17%	0.00%
Land Mobile Radio Project (Fleet)	334220	Radio Broadcasting & Wireless Communications Equipment	3	95	143,370	3.2%	2.1%	3.5%	0.11%	0.07%	0.04%
Automated Purchasing System Software	423430	Computer Equipment & Software	28	757	85,000	3.7%	3.2%	2.1%	0.08%	0.07%	0.01%
Metro Center Shelter Replacement (lane 4)	236220	Commercial & Institutional Building Construction	82	1,086	75,000	7.6%	5.1%	1.8%	0.14%	0.09%	0.05%
Repair/Reseal parking lot at Operations	238990	All Other Specialty Trade Contractors	203	786	4,000	25.8%	15.4%	0.1%	0.03%	0.02%	0.01%
Dental Insurance for Employees	524114	Direct Health & Medical Insurance Carriers	1	79	892,997	1.3%	1.3%	22.0%	0.28%	0.28%	0.00%
Long-term Disability Insurance for Employees	524113	Direct Life Insurance Carriers	2	172	110,000	1.2%	1.2%	2.7%	0.03%	0.03%	0.00%
Lobbying Services	541820	Public Relations Agencies	122	285	64,000	42.8%	40.4%	1.6%	0.67%	0.64%	0.04%
Purchase of Tires	423130	Tire & Tube Merchant Wholesalers	1	30	160,000	3.3%	3.3%	3.9%	0.13%	0.13%	0.00%
Concrete Finishing (Golf Club Drive)	238110	Poured Concrete Foundation & Structure Contractors	84	568	99,948	14.8%	7.7%	2.5%	0.36%	0.19%	0.17%
					\$ 4,065,974			100.0%	2.12%	1.76%	0.36%

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PUBLIC NOTICE
DISADVANTAGED BUSINESS ENTERPRISE
GOAL FOR FEDERAL FISCAL YEAR 2011(FFY11)

Notice is hereby given that the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) is proposing an overall Disadvantaged Business Enterprise (DBE) goal of 2.12% (0.36% of which it projects to meet through race neutral means and 1.76% through race conscious means) for U.S. Department of Transportation assisted contracts for FFY11. This goal has been set based upon information currently available. As part of this program, Santa Cruz METRO must establish an annual target for DBE participation in all new contracts that are eligible to be funded with federal funds. A DBE firm is defined as a for-profit "small business concern" that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals. California DBE firms are certified as such through the California United Certification Program (CUCP).

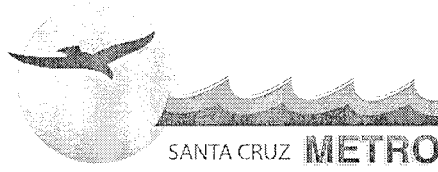
It is the policy of Santa Cruz METRO to ensure nondiscrimination on the basis of race, color, sex, national origin, disability and/or sexual orientation in the award and administration of DOT-assisted contracts. It is the intention of Santa Cruz METRO to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

The rationale for this goal and supporting information regarding Santa Cruz METRO's DBE Program will be available for public inspection at Santa Cruz METRO's Administrative Offices, 110 Vernon Street, Santa Cruz, CA 95060. These documents are available for inspection from 8 am to 5 pm, Monday through Friday, from June 1, 2010 through July 16, 2010 at the above address, on METRO's website www.scmttd.com and at the Santa Cruz Central Branch Library, 224 Church Street, Santa Cruz, CA 95060 and the Watsonville Main Library, 275 Main Street, Watsonville, CA 95076, during regular library hours.

Santa Cruz METRO and the Federal Transit Administration will accept written comments on Santa Cruz METRO's proposed DBE goal and its rationale for 45 days from the date of this notice. Comments should be submitted to Angela Aitken, Finance Manager and Acting Assistant General Manager, at the address listed above, or by email: DBE@scmttd.com or to the Federal Transit Administration, Civil Rights Office, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105.

Santa Cruz METRO will hold a Public Hearing on its FFY11 DBE goal at 9:00 am on June 25, 2010 at the Santa Cruz City Council Chambers at 809 Center Street, Santa Cruz, CA 95060. Members of the public may address Santa Cruz METRO's Board of Directors at this meeting.

5-12.61



Attachment C

AVISO AL PÚBLICO

EMPRESA DE NEGOCIOS EN DESVENTAJA META PARA EL AÑO FISCAL FEDERAL 2011 (FFY11)

Se hace saber que el Distrito de Tránsito Metropolitano de Santa Cruz, (Santa Cruz METRO) propone una meta conjunta para la Empresa de Negocios en Desventaja (DBE) de 2.12% (0.36% de cual sus proyectos se cumplan a través de medios neutrales de raza y 1.76% a través de medios conscientes de raza) para los contratos de asistencia del Departamento de Transporte de EE.UU. (U.S. DOT) para el año fiscal federal 2011 (FFY11). Este objetivo se ha creado basándose en la información actualmente disponible. Como parte de este programa, el Santa Cruz METRO debe establecer una meta anual para participación de DBE en todos los contratos nuevos que son elegibles de ser financiados con fondos federales. Una empresa DBE se define como una “empresa pequeña” con fines de lucro que es al menos el 51 por ciento de propiedad y controlada por uno o mas individuales con desventaja social y económica. Empresas DBE de California están calificadas como tales a través del Programa de Certificación Unido de California (CUCP).

Es la póliza del Santa Cruz METRO de asegurar la no discriminación por motivos de raza, color, sexo, origen nacional, discapacidad, y/u orientación sexual en la concesión y administración de contratos asistidos del DOT. Es la intención del Santa Cruz METRO de crear una igualdad de condiciones en la que DBEs pueden competir en condiciones justas para contratos asistidos de DOT.

La razón de este objetivo y la información relativa apoyando el programa DBE del Santa Cruz METRO estará disponible para inspección pública en las oficinas administrativas de Santa Cruz METRO, 110 Vernon Street, Santa Cruz, CA 95060. Estos documentos estarán disponibles para inspección de las 8 am a las 5 pm, lunes a viernes, desde el 1 de junio de 2010 hasta el 16 de julio de 2010 en la dirección arriba indicada, en el sitio web de METRO www.scmtd.com y en la Biblioteca Central de Santa Cruz, 224 Church Street, Santa Cruz, CA 95060 y la Biblioteca Principal de Watsonville, 275 Main Street, Watsonville, CA 95076, durante las horas regulares de las bibliotecas.

Santa Cruz METRO y la Administración Federal de Tránsito aceptarán comentarios por escrito sobre el objetivo propuesto de DBE del Santa Cruz METRO y su razón de ser por 45 días a partir de la fecha de esta notificación. Los comentarios deben ser sometidos a Angela Aitken, Gerente de Finanzas y Asistente Interino al Gerente General, en la dirección arriba indicada, o por correo electrónico: DBE@scmtd.com o a la Administración Federal de Tránsito, Oficina de Derechos Civiles, Región IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105.

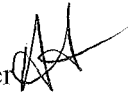
Santa Cruz METRO tendrá una Audiencia Pública sobre su meta del FFY11 de DBE a las 9:00 am el 25 de junio, 2010 en las Salas de Consejo de la Ciudad de Santa Cruz en 809 Center Street, Santa Cruz, CA 95060. Miembros del público podrán dirigirse a la Junta Directiva del Santa Cruz METRO en esta sesión.

5-12.c1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 

SUBJECT: RESOLUTION AUTHORIZING A DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH WELLS FARGO BANK

I. RECOMMENDED ACTION

That the Board of Directors adopt the attached resolution authorizing a deposit account for the administration of approved workers' compensation claims with Wells Fargo Bank.

II. SUMMARY OF ISSUES

- Santa Cruz METRO contracts with a third party administrator for its self-insured worker's compensation program.
- At the April 9, 2010 Board meeting, the Board of Directors awarded a two-year contract to Athens Administrators to provide third party administration of approved worker's compensation claims.
- A new deposit account must be established for the purpose of paying approved workers' compensation claims as a result of the new contract with Athens Administrators.
- Santa Cruz METRO staff requests that the Board authorize the General Manager to establish a trust deposit account with Wells Fargo Bank for the administration of approved worker's compensation claims subject to the terms and conditions for such accounts.
- Santa Cruz METRO staff also requests that the following officers be designated as authorized signers on the new trust deposit account with Wells Fargo Bank:
 - Leslie White, Secretary/General Manager
 - Angela Aitken, Finance Manager and Acting Assistant General Manager
- Athens Administrators has requested that the following individuals be designated as authorized signers on the new trust deposit account with Wells Fargo Bank:
 - Jodi Ellington, CFO
 - Linda Slaughter, COO
 - Heather Hornbrook, Division Manager
 - John Ingram, Division Manager

5-13.1

III. DISCUSSION

Santa Cruz METRO contracts with a third party administrator for its self-insured worker's compensation program. For the last five years, Santa Cruz METRO has contracted with Sedgwick Claims Management Services, Inc. to provide these services. The contract with Sedgwick CMS expired on April 28, 2010. At the April 9, 2010 Board meeting, the Sedgwick CMS contract was extended for one additional month.

At the April 9, 2010 Board meeting, the Board of Directors awarded a new two-year contract to Athens Administrators to provide third party administration of approved worker's compensation claims.

In February 2005 the Board adopted a resolution authorizing a trust deposit account with Comerica Bank for the purpose of paying approved worker's compensation claims with Octagon Risk/Sedgwick CMS. This Comerica Bank trust deposit account will be closed when the contract terminates with Sedgwick CMS.

A new deposit account must be established for the purpose of paying approved workers' compensation claims as a result of the new contract with Athens Administrators. Santa Cruz METRO has maintained two (2) deposit accounts with Wells Fargo Bank since March 2008 for the purpose of depositing bus fares and processing payments to vendors. These deposit accounts are maintained with Wells Fargo Bank rather than the County Treasury due to the volume of cash and check activity. The trust deposit account requires approximately 200 checks be written per month and therefore does not fit the criteria to be maintained with the County Treasury. This new trust deposit account with Wells Fargo Bank will replace the Comerica Bank trust deposit account.

Santa Cruz METRO staff requests that the Board authorize the General Manager to establish a trust deposit account with Wells Fargo Bank subject to the terms and conditions for such accounts.

Santa Cruz METRO staff also requests that the following officers and employees be designated as authorized signers on the new deposit account with Wells Fargo Bank:

- o Leslie White, Secretary/General Manager
- o Angela Aitken, Finance Manager and Acting Assistant General Manager

Athens Administrators has requested that the following individuals be designated as authorized signers on the new deposit account with Wells Fargo Bank:

- o Jodi Ellington, CFO
- o Linda Slaughter, COO
- o Heather Hornbrook, Division Manager
- o John Ingram, Division Manager

5-13.2

IV. FINANCIAL CONSIDERATIONS

Funds to support the monthly fee for maintaining the new deposit account with Wells Fargo Bank has been included in the FY10, FY11, and FY12 operating budgets.

V. ATTACHMENTS

Attachment A: Resolution Authorizing a Deposit Account for the Administration of Approved Worker's Compensation Claims with Wells Fargo Bank

Prepared by: Debbie Kinslow, Assistant Finance Manager
Date Prepared: May 4, 2010

5-13.3

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Attachment A

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**A RESOLUTION AUTHORIZING A DEPOSIT ACCOUNT
FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS
WITH WELLS FARGO BANK**

WHEREAS, the Santa Cruz Metropolitan Transit District has entered into a contract with Athens Administrators for administering worker's compensation claims, and

WHEREAS, the Santa Cruz Metropolitan Transit District has determined that it is in the best interest of Santa Cruz METRO to establish a trust deposit account with Wells Fargo Bank ("Bank") for the purpose of paying approved worker's compensation claims.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that this Board authorizes the General Manager to establish a deposit account with Wells Fargo Bank ("Bank") subject to Bank's terms and conditions for such accounts:

BE IT FURTHER RESOLVED AND ORDERED that the following individuals are designated as the authorized signers on the account:

Leslie White, Secretary/General Manager - SCMTD
Angela Aitken, Finance Mgr. and Acting Assistant General Manager - SCMTD
Jodi Ellington, CFO - Athens Administrators
Linda Slaughter, COO - Athens Administrators
Heather Hornbrook, Division Manager - Athens Administrators
John Ingram, Division Manager - Athens Administrators

PASSED AND ADOPTED this 28th day of May, 2010, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

APPROVED _____

ELLEN PIRIE

Chair

ATTEST _____

LESLIE R. WHITE

General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER

District Counsel

5-13.01

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Ciro Aguirre, Manager of Operations
SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR REVIEW OF THE ADA PARATRANSIT ELIGIBILITY PROCESS

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting to extend the contract for review of the ADA Paratransit eligibility process through December 31, 2010.

II. SUMMARY OF ISSUES

- METRO entered into a contract with Pat Piras Consulting for review of the ADA paratransit eligibility process on May 5, 2008.
- Extenuating circumstances precluded the principle agent from being available for contracted consultation services for approximately three (3) months.
- This contract will expire on June 30, 2010, Staff recommends extending the contract by six (6) months at no additional cost to METRO.

III. DISCUSSION

METRO entered into a contract with Pat Piras Consulting for review of the ADA paratransit eligibility process on May 5, 2008. Contract will expire on June 30, 2010. Contractor has been ill and will be unable to complete contract requirements before the June 30, 2010 contract expiration date.

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for review of the ADA paratransit eligibility process to extend the term of the contract to December 31, 2010. This will be a time extension only and there will be no additional contract compensation.

IV. FINANCIAL CONSIDERATIONS

No additional financial implications from this action. Contract costs are covered in the ParaCruz operating budget.

5-14.1

V. ATTACHMENTS

Attachment A: Contract Amendment

Prepared By: Lloyd Longnecker, Purchasing Agent
Date Prepared: May 10, 2010

5-14.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SIXTH AMENDMENT TO CONTRACT NO. 08-22
FOR REVIEW OF ADA PARATRANSIT ELIGIBILITY PROCESS**

This Sixth Amendment to Contract No. 08-22 for review of ADA paratransit eligibility process is made effective July 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("Santa Cruz METRO") and Pat Piras Consulting ("Contractor").

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for Review of ADA paratransit eligibility process ("Contract") on May 5, 2008.
- 1.2 On July 25, 2008, Santa Cruz METRO extended the contract term to November 30, 2008.
- 1.3 On November 21, 2008, Santa Cruz METRO extended the contract term to March 31, 2009.
- 1.4 On April 1, 2009, Santa Cruz METRO extended the contract term to June 30, 2009.
- 1.5 On July 1, 2009, Santa Cruz METRO extended the contract term to August 31, 2009.
- 1.6 On September 1, 2009, Santa Cruz METRO extended the contract term to June 30, 2010.
- 1.7 The Contract allows for the extension upon mutual written consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through December 31, 2010. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

- 3.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

IV. AUTHORITY

- 4.1 Each party has full power to enter into and perform this Sixth Amendment to the Contract and the person signing this Sixth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Sixth Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

5-14.91
1

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

PAT PIRAS CONSULTING
CONTRACTOR

By _____
Patrishia Piras
Principal/Director

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-14.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Ciro Aguirre, Operations Manager
April Warnock, Paratransit Superintendent
SUBJECT: CONSIDERATION OF AMENDING THE PURCHASE ORDER WITH WATSONVILLE CADILLAC BUICK IN AN AMOUNT NOT TO EXCEED \$30,000.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to increase the total amount of the purchase order with Watsonville Cadillac Buick, for an amount not to exceed \$30,000.

II. SUMMARY OF ISSUES

- For fiscal year 2010, purchase order number 300101-P was established with Watsonville Cadillac Buick for parts and labor to perform repairs on ParaCruz Fleet vehicles with an annual encumbrance of \$22,000.
- Watsonville Cadillac Buick supplies 'Dealer Only' Original Equipment Manufacturer (OEM) parts and repair labor for ParaCruz mini-vans.
- Due to aging fleet and excessive accumulated mileage, ParaCruz mini-vans have required numerous Dealer Only parts to be replaced.
- Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to increase the total amount of the purchase order with Watsonville Cadillac Buick for automotive parts in an amount not to exceed \$30,000.

III. DISCUSSION

Purchase order number 300101-P, was established with Watsonville Cadillac Buick for parts and labor to perform repairs on METRO's ParaCruz fleet. In the past, ParaCruz utilized this purchase order to outsource specialty repairs, such as transmissions and axles, and to order Original Equipment Manufacturer (OEM) parts not offered as "aftermarket" items. The ParaCruz mini-van fleet is based on the Chevrolet Venture Chassis that has exceeded its standard usage duty-cycle requiring increased maintenance and repair for these vehicles. Due to these circumstances repairs and parts have exceeded the Board of Directors authorized purchase order amount of \$22,000 by \$2,589.10.

5-15.1

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the purchase order with Watsonville Cadillac Buick to increase the purchase order limit for a new total amount not to exceed \$30,000.

IV. FINANCIAL CONSIDERATIONS

Funds to support these amendments are included in the ParaCruz FY10 Outside Repair Revenue Vehicle Budget (503353)

V. ATTACHMENTS

None.

Prepared By: April Warnock, Paratransit Superintendent
Date prepared: May 19, 2010

5-15.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Ciro F. Aguirre, Manager of Operations
SUBJECT: INSTALLATION OF PAPER TOWEL DISPENSERS AT TRANSIT CENTER EMPLOYEE LOUNGES

I. RECOMMENDED ACTION

This report is for information only – no action requested.

II. SUMMARY OF ISSUES

- METRO experienced a series of drainage problems at the Santa Cruz METRO Transit Center
- Review of the cause for the drainage problems was originally determined to be a broken pipeline.
- After repairs were performed drainage problems persisted and were attributed to the inappropriate placement of paper towels being introduced into the sewer system through the restrooms.
- Repeated instances resulted in significant costs to repair the drains and ultimately resulted in the removal of paper towels from the restrooms, employee lounge areas, and the installation of hand air dryers as preventative measures.
- On April 23, 2010 a representative of the United Transportation Union (UTU) approached the METRO Board of Directors with a request to have the paper towel dispensers reinstalled in the employee lounges.
- Discussions with the Facilities Department resulted in the installation of the paper towel dispensers in the employee lounges, with hand air dryers remaining in the restrooms.

III. DISCUSSION

The METRO Transit Center in Downtown Santa Cruz experienced several drainage problems in 2009 and 2010 attributed initially to piping issues. METRO, at significant cost repaired what was reported to be at fault. In 2010 Drainage issues began arising again and were determined to be caused by the inappropriate placement of paper hand towels being disposed of in the restrooms. Significant cost was incurred by METRO due to the drainage issues that needed to be cleared and addressed, and was repeatedly, attributed to the paper towels being disposed of improperly. The METRO Facilities Department, as a preventive measure, on April 22, 2010

5-16.1

decided to remove the paper towel dispensers from the restrooms and the employee lounges, and in their stead, placed electric hand air dryers.

On April 23, UTU approached the Board of Directors requesting that the hand towel dispenser be reinstalled citing inconvenience to those Operators wishing to wash and dry eating utensils. After discussions with METRO's Facilities Department, it was agreed, on a trial basis, that the paper towel dispensers would be reinstalled in the employee lounges, but the electric hand air dryers would remain in the restrooms. The towel dispensers were installed in the lounge areas on April 29, 2010.

To date, there have been no further drainage or dispenser issues brought to Staffs attention.

IV. FINANCIAL CONSIDERATIONS

NONE AT THIS TIME

V. ATTACHMENTS

NONE AT THIS TIME

5-16.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 

SUBJECT: **CONSIDERATION OF ACCEPTING THE *BRT AND REGIONAL TRANSIT COORDINATION IN MONTEREY BAY STUDY***

I. RECOMMENDED ACTION

That the Board accept the *BRT and Regional Transit Coordination in Monterey Bay study.*

II. SUMMARY OF ISSUES

- In January 2006, the Monterey Bay Unified Air Pollution Control District (Air District) jointly awarded \$80,000 from the FY06 AB2766 Motor Vehicle Emissions Reduction Program to Monterey-Salinas Transit and Santa Cruz METRO to evaluate the feasibility of Bus Rapid Transit (BRT) on specific corridors in the Monterey Bay area.
- Monterey-Salinas Transit (MST) executed the grant agreement with the Air District and awarded a contract to Wilbur Smith Associates in September 2006 to conduct an overview and to evaluate specific corridors for BRT feasibility in Monterey and Santa Cruz counties.
- Wilbur Smith Associates evaluated the Watsonville to Santa Cruz corridor and incorporated its findings into the Short Range Transit Plan, as related in the attached memo from Wilbur Smith Associates (Attachment A).
- Wilbur Smith Associates produced an overview of BRT concepts along with recommendations for planning a regional network as detailed in the attached *BRT and Regional Transit Coordination in Monterey Bay* (Attachment B).
- The grant agreement between MST and the Air District requires that the Santa Cruz METRO Board of Directors hold a public hearing and consider adopting the *BRT and Regional Transit Coordination in Monterey Bay study*.
- On April 23, 2010, the Santa Cruz METRO Board of Directors held a public hearing on *BRT and Regional Transit Coordination in Monterey Bay* and directed staff to circulate the study for public comment through May 12, 2010.
- Staff posted the *BRT and Regional Transit Coordination in Monterey Bay study* on Santa Cruz METRO online, at Santa Cruz Metro Center, at the Santa Cruz METRO Administrative Offices and at the Santa Cruz and Watsonville Public Libraries.

5-17.1

- Notices of the public comment period were posted on Santa Cruz METRO's web site, at the four transit centers and published in the *Santa Cruz Sentinel* and in *La Ganga*, the Spanish language newspaper.
- There were no public comments on the study.
- Staff recommends that the Board accept the *BRT and Regional Transit Coordination in Monterey Bay* study.

III. DISCUSSION

Santa Cruz METRO and Monterey-Salinas Transit (MST) collaborated on a joint grant application to the Monterey Bay Unified Air Pollution Control District (Air District) for funding from the AB2766 Motor Vehicle Emission Reduction Program to study Bus Rapid Transit (BRT) for congested corridors in Monterey and Santa Cruz counties. The Air District awarded a grant of \$80,000 in FY06 AB2766 funds to Santa Cruz METRO and MST for the Monterey Bay Bus Rapid Transit Study Project. As the lead agency, MST executed the grant agreement with the Air District in January 2006.

The scope of work of the BRT project had three goals: 1) an overview of BRT feasibility as a public transit option in the Monterey Bay area; 2) a report for MST to serve as the basis for their application to the Federal Transit Administration (FTA) for funding from the Very Small Starts program; and, 3) a preliminary feasibility study to identify BRT corridors in the Santa Cruz METRO service area.

Santa Cruz METRO and MST coordinated to evaluate proposals and select a consultant to perform the BRT feasibility study. In September, 2006, MST awarded a contract to Wilbur Smith Associates for the BRT project and work began on October 18, 2006.

In March 2007, the Santa Cruz METRO Board of Directors designated the corridor between Watsonville and Santa Cruz as the corridor to be evaluated for BRT feasibility in Santa Cruz County. Wilbur Smith Associates analyzed the high-intensity transit routes between Santa Cruz and Watsonville and evaluated the feasibility of BRT service. During the same period, Santa Cruz METRO contracted with Wilbur Smith Associates to update Santa Cruz METRO's Short Range Transit Plan. The BRT feasibility evaluation was the basis for a trunk line between Watsonville and Santa Cruz in the trunk-and-feeder model presented in the Short Range Transit Plan. The attached memorandum from Wilbur Smith Associates (Attachment A) describes the work performed for Monterey Bay BRT Study and its relationship to the Short Range Transit Plan.

In July 2009, Wilbur Smith Associates delivered a regional overview of BRT planning in the Monterey Bay area. The attached *BRT and Regional Transit Coordination in Monterey Bay* makes recommendations for planning a regional BRT network in the Monterey Bay area. The primary recommendation is to establish a regional Connectivity Council through a Memorandum of Understanding among the regional transportation agencies. The Connectivity Council would

5-17.2

secure funding to hire a Mobility Manager to perform public relations and planning tasks to create a regional strategy, goals and priorities for developing the regional BRT network.

The grant agreement between the Air District and MST requires that the Board of Directors hold a public hearing and consider adopting the *BRT and Regional Transit Coordination in Monterey Bay* study. On April 23, 2010, the Santa Cruz METRO Board of Directors held a public hearing to receive public comments on the study. The Board directed staff to post the study and receive public comments through May 12, 2010.

On April 26, 2010, staff posted the study at Metro Center, the Santa Cruz METRO Administrative Offices, the Watsonville Public Library, the Santa Cruz Public Library and on Santa Cruz METRO's web site at www.scmtd.com. Notices of the public comment period were posted April 26th on the Administrative Office bulletin board and at Santa Cruz METRO's transit centers in Capitola, Santa Cruz, Scotts Valley and Watsonville. Public notices were published in the *Santa Cruz Sentinel* on April 28th and in *La Ganga*, the Spanish language newspaper, on April 30th. Comments could be sent to BRF@scmtd.com or mailed to the Administrative Office at 110 Vernon St., Santa Cruz.

No comments were received either at the public hearing or during the public comment period.

Staff recommends that the Board accept the *BRT and Regional Transit Coordination in Monterey Bay* study.

IV. FINANCIAL CONSIDERATIONS

There is no financial impact.

V. Attachments

Attachment A: Memo from Wilbur Smith Associates to Santa Cruz METRO Board of Directors

Attachment B: *BRT and Regional Transit Coordination in Monterey Bay*

Staff Report prepared by Thomas Hiltner, Grants/Legislative Analyst

Date Prepared: May 19, 2010

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Attachment A

MEMO To: Board of Directors, Santa Cruz METRO

Date: March 30, 2010

From: Marlene Connor, Project Manager, Wilbur Smith Associates

Subject: Monterey Bay Bus Rapid Transit Study

Background

Wilbur Smith Associates was selected to complete a Monterey Bay Bus Rapid Transit Study. The study initially consisted of three parts, a Regional BRT Overview, and work scopes individually negotiated with Monterey Salinas Transit (MST) and Santa Cruz METRO.

Projects

MST, which had discussed the potential for BRT implementation for a number of months, was focused on the development of a specific project formatted to comply with the guidelines for funding as an FTA Very Small Starts application. This focus was reinforced and assisted by additional resources provided by the Air District Board for development of a specific corridor MST project. The selected corridor, on Lighthouse and Fremont, was successfully presented to FTA for funding and has moved forward into project development

A Regional Plan which conceptually identified regional connections and projects was also completed.

Santa Cruz METRO

The Santa Cruz METRO Board acted to consider the BRT conceptually for the long distance corridor between Watsonville and Santa Cruz. Based on conversations with METRO staff, the thought of more frequent service in the Watsonville to Santa Cruz corridor was considered logical because of its status as one of METRO's highest ridership corridors. The development of initial BRT planning concepts was incorporated into the operations planning components within the Short Range Transit Plan which was then underway.

5-17.a1

**BRT and
Regional Transit Coordination
in Monterey Bay**



July 2009

5-17.b1

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Introduction

The goal of this part of the project is to consider the role of a Conceptual Regional BRT Plan that can incorporate both the broader perspectives of the affected regional agencies with the more specific input from the operating agencies. The contents include an overview of those various agency modal perspectives and a conceptualization how a longer term BRT network might evolve to be integrated into the public transportation vision for the region.

As indicated in Exhibit 1 on the following page, the base map for the Monterey Bay area, which for the purposes of this study encompasses the operating areas of Santa Cruz METRO to the north and Monterey-Salinas Transit to the south. The study area is affected by a hillside and mountain topography that limits connections to other activity centers in the broader urban area to the north including San Jose, the east bay and Oakland and the San Francisco Peninsula.

Major highway corridors include:

- State Route 1 that links Monterey with Santa Cruz and continues north and south of those cities along the coast;
- US 101 which is an inland route extending from north of San Francisco through San Jose and Salinas and moving inland to the south;
- State Route 68 connecting Monterey with Salinas and US 101;
- State Route 156 linking SR 1 with US 101 north of Salinas; and
- SR 17 that connects Santa Cruz and San Jose.

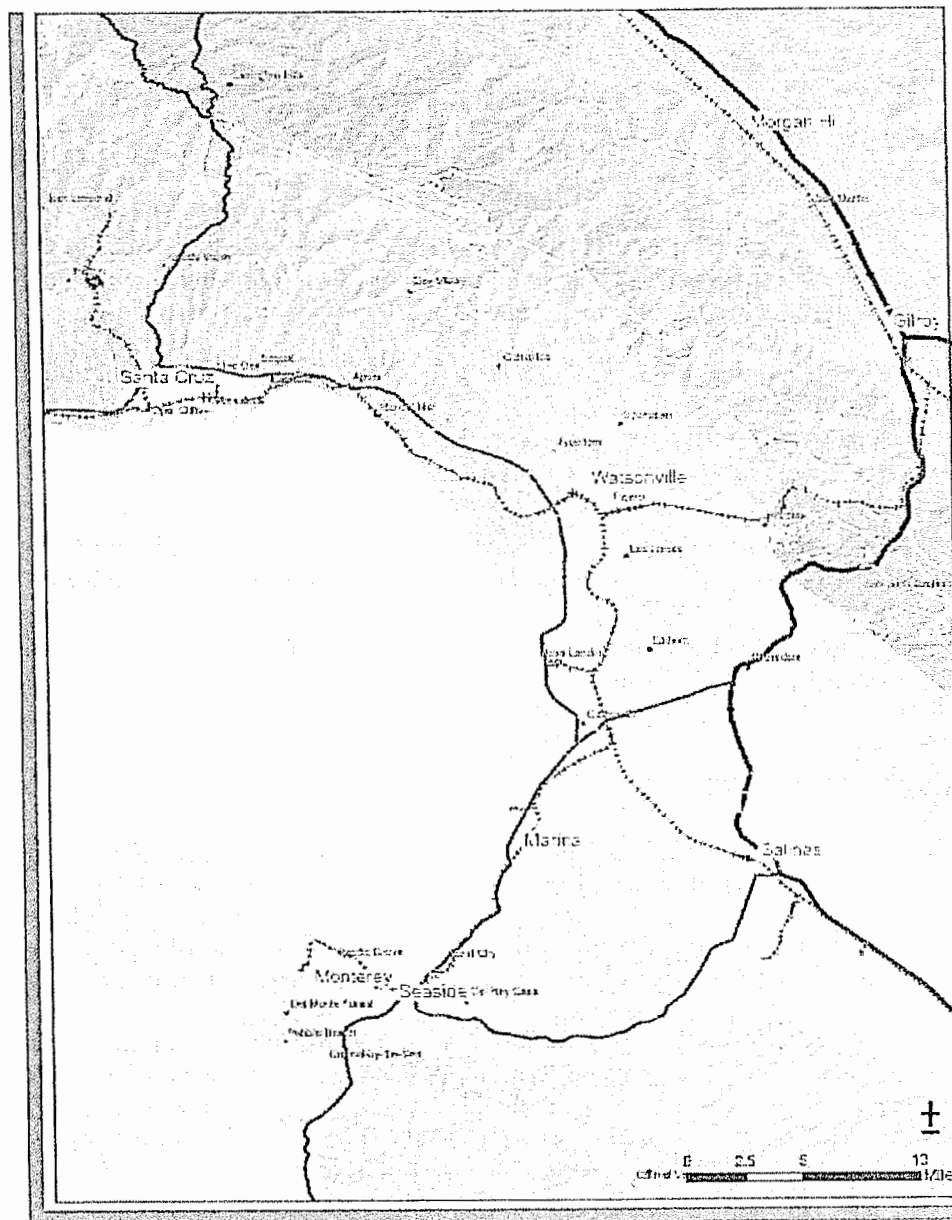
In addition to these main highway corridors, there are several rail corridors that have service connections and/or service potential. The existing operations are:

- Caltrain service that operates to Gilroy and accesses the San Francisco Peninsula, and
- Amtrak Coast Starlight that stops in Salinas before heading north to San Jose and the East Bay.

Also, there has been discussion regarding Caltrain service extension to Salinas including stops at Pajaro, near Watsonville and Castroville. In addition, TAMC has been conducting an analysis of transit potential in the rail corridor north of Monterey and SCCRTC has acquired the rail right of way in the Santa Cruz area.

As indicated above, most inter-regional travel connects with the urban areas north of the Monterey Bay, which are closer than the southern connections to San Luis Obispo and Santa Barbara.

Exhibit 1: Monterey Bay Study Area



Bus Rapid Transit

BRT has evolved the past decade to become an integral component of the multi-modal public transit options available throughout the country, paralleling the success BRT has had in South America, Europe, and throughout the world. However, although there are numerous services operating as BRT, their applications continue to be diverse based on the operating environment and local policy priorities. These applications are often referred to either as BRT Light, which denotes a service that is distinguishable from regular bus service, but often operates in mixed flow traffic with few other attributes. On the other hand, some jurisdictions operate BRT in exclusive rights of way and have substantial stations and, thus give the appearance of more a rail than bus operation. The type of service that can be a candidate for BRT operation also varies from a main corridor application with stops at half-mile or mile spacing to more of a commuter express application with a few stops in the peripheral areas focusing on accessing an urban destination.

Therefore, BRT has a number of different applications, but all are linked by a common set of elements or attributes which include:

- Running way – either mixed flow or exclusive
- Stations – design and system development
- Vehicles – size and propulsion systems
- Fare collection – on or off-board payment
- Intelligent Transportation Systems – traffic signal preference or priority and customer information and communication
- Service and operating plans – station spacing and route layout simplicity
- Branding – marketing and communications

BRT in the Monterey Bay

As the study evolved, it became apparent that there were different perspectives regarding BRT from the two operating agencies, Monterey-Salinas Transit and Santa Cruz METRO. MST approached the study from the view of developing a specific project for submittal to the FTA for funding, whereas METRO was more interested in better understanding some of the elements of the programs and especially balancing the ability to link communities with improved service without any potential adverse impacts on vehicle and bicycle flow.

MST staff completed a significant amount of pre-research and had worked with the National Transit Institute to present a two-day workshop in May 2006 on BRT attributes and projects with a panel of experts discussing policies, planning and projects from national and international views. Also as a follow up to that workshop, staff from Lane Transit in Eugene, Oregon, which had been involved in the initial set of FTA BRT candidate cities, provided additional guidance and insight to MST regarding the Lane Transit process and issues for MST to consider as this planning study moved forward.

Lane Transit embarked on a thorough commitment to BRT, working extensively with the community to select an initial starter project, which they determined required a designated right of way and exclusive guideway. In addition, while developing the initial route, Lane Transit had already begun working on both a potential second project and an overall planning process that would rank the potential for additional BRT lines to be developed in the future. As part of that process, key corridors were identified for interim improvements in service including the use of some BRT elements or attributes (e.g. queue jumpers).

This phased development of a broader BRT system plan was embraced by MST staff as a method to similarly evolve a system of BRT services for MST. General discussions began regarding potential attractors and corridors including downtown Salinas, the evolving campus and associated activities for CSUMB, and access to Monterey and the Cannery Row destinations that attracted large volumes of tourists annually.

The initial scoping process for potential BRT lines was guided to some degree by the pragmatics of the FTA Very Small Starts process, which included the following thresholds in order to qualify for FTA funding:

- Existing corridor ridership exceeding 3,000/day
- Frequent service - 10 min peak/15 min off-peak
- Span of service - 14 hrs /day
- Signal priority or pre-emption
- Low floor/level boarding
- Special branding
- Total cost less than \$50 million
- Cost per mile less than \$3 million (excluding vehicles)

These thresholds were considered from a system and project view before moving ahead with the development of the Fremont/Lighthouse Corridor project.

In Santa Cruz, the METRO Board extensively discussed whether to view this study as a corridor specific project or a broader concept for additional study and refinement. Ultimately the Board adopted the latter position and asked for additional input on how BRT could improve access between Watsonville and Santa Cruz, one of the key corridors in their system. As indicated previously, several members had expressed concern regarding preference or priority treatments within the roadways south of Santa Cruz and also questioned the viability of service enhancements during an era of constrained resources.

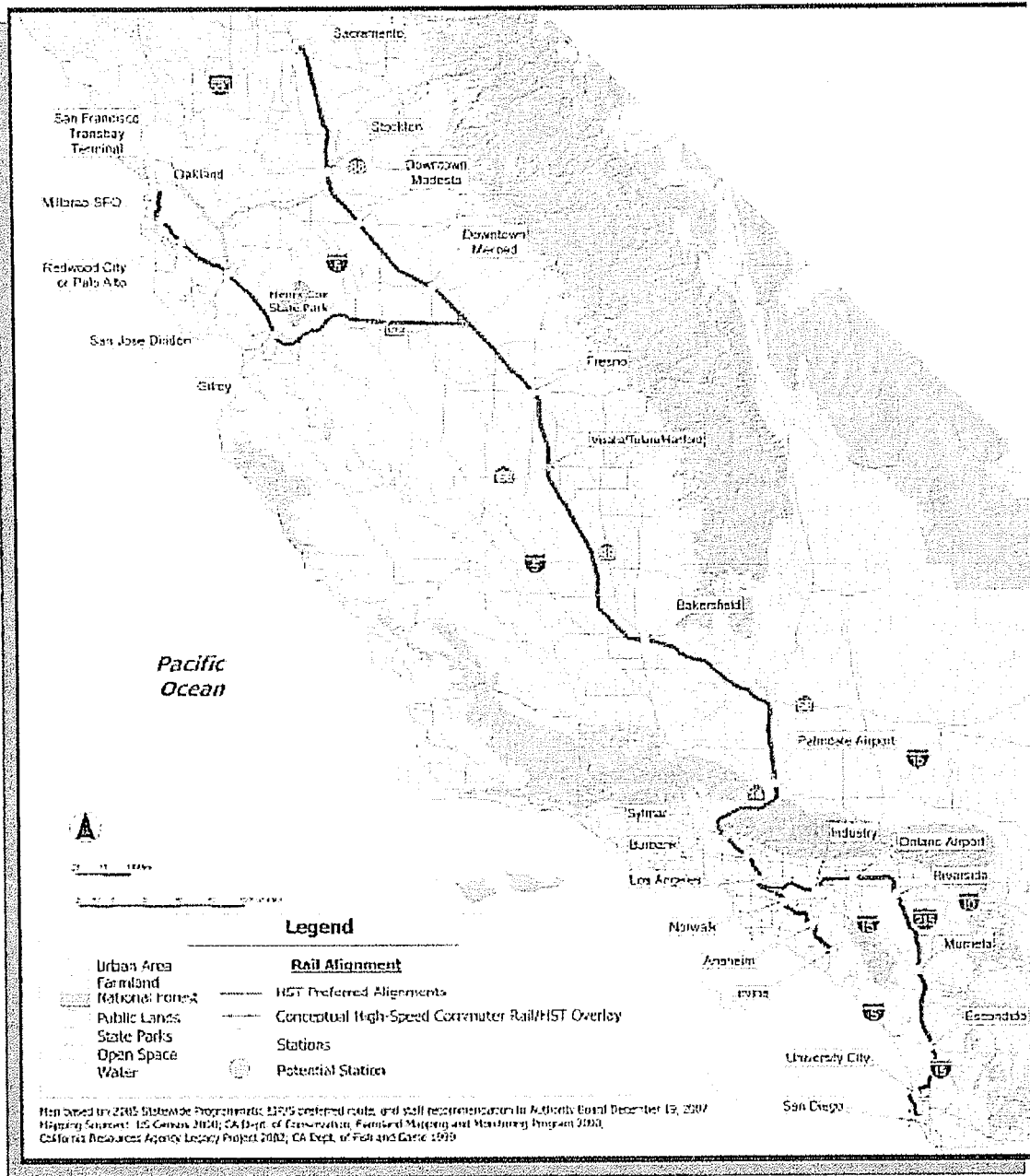
As the study progressed, there was an additional request from the University of California at Santa Cruz to enhance the project with supplemental resources to consider the potential for Very Small Starts funding for a project to connect the UCSC campus with Metro Center in downtown Santa Cruz. This concept had evolved from prior studies by UCSC regarding options and alternatives to increase mode share by transit for students and employees, based to some degree on anticipated increases in students and staff.

✓ As a result, preliminary BRT analyses were conducted on both the Fremont/Lighthouse and the UCSC - Metro Center Bay/Mission/Laurel corridors.

California High-Speed Rail and Other Rail Connections

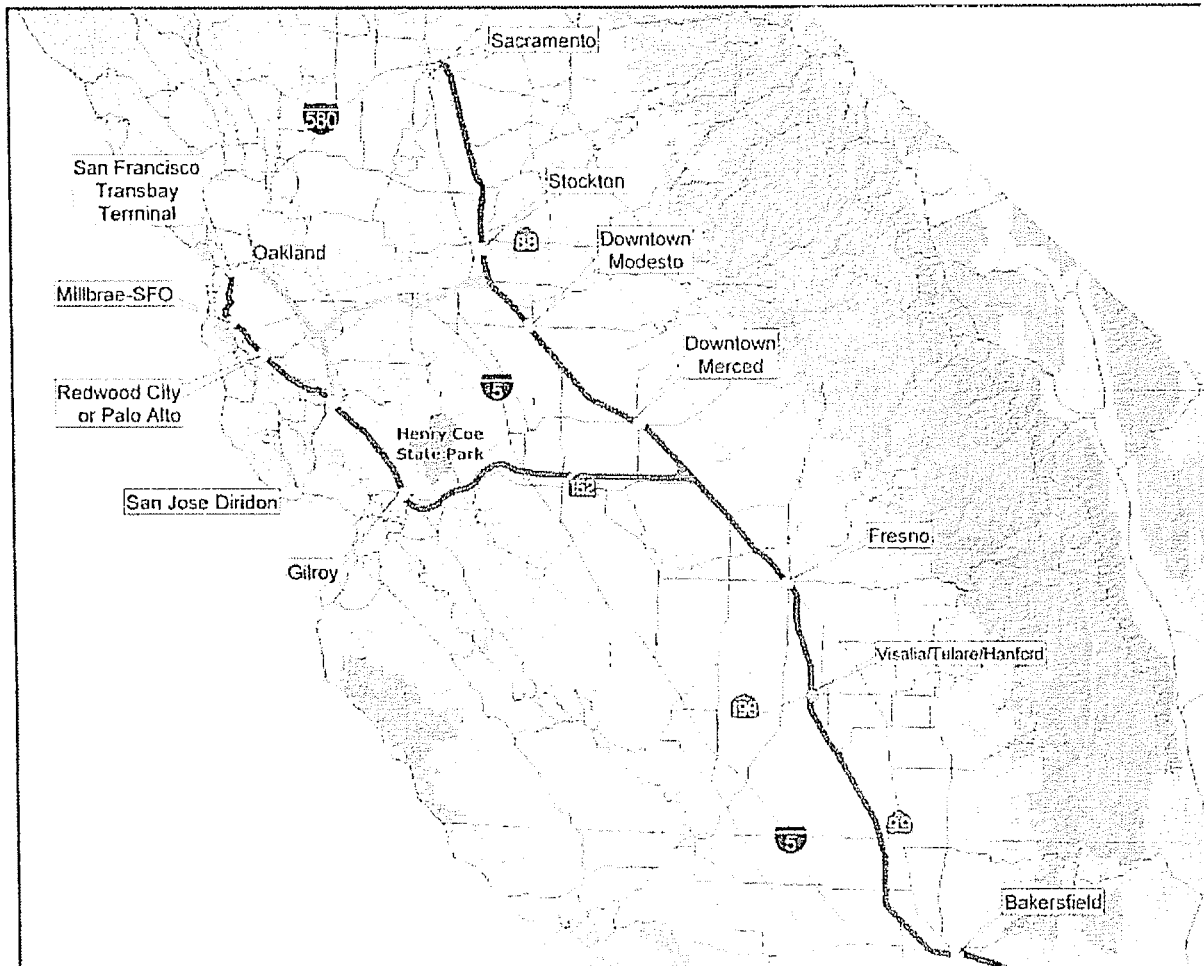
In November 2008, California voters approved Proposition 1A, Safe, Reliable, High-Speed Passenger Train Bond Act, which established the framework for the development of a high-speed rail (HSR) system for the state, as indicated on the following page in Exhibit 2, the statewide map.

Exhibit 2: Proposed High-Speed Rail System



With regard to the Monterey Bay area, station stops are planned for both San Jose and Gilroy as shown in Exhibit 3, on the following page. The routing is further defined in the subsequent information, which indicates that the preferred station location for Gilroy would be the existing Caltrain Station.

Exhibit 3: Northern California Proposed HSR Station Stops

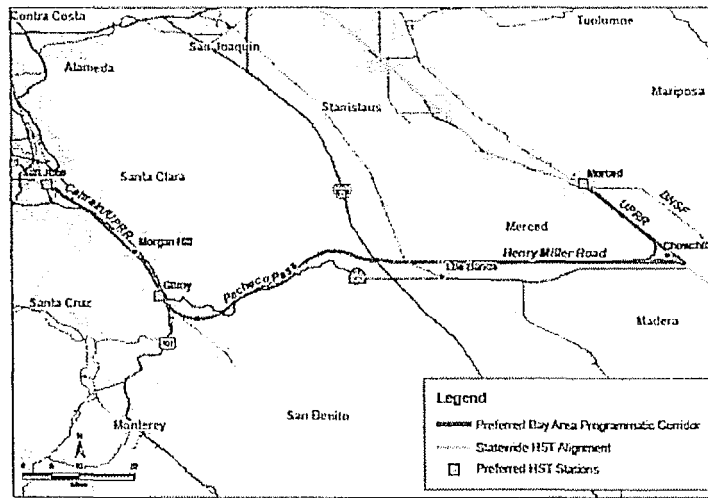


From a national perspective, interest in high speed rail increased dramatically when President Obama added \$8 billion dollars of funding into the American Recovery and Reinvestment Act and a commitment for an additional \$1 billion per year through the budget process. Potential corridors and projects throughout the nation eagerly awaited additional information from the Administration regarding plans and processes. Some initial concepts were received as part of the High-Speed Rail Strategic Plan released in April 2009 which identified ten corridors plus the Northeast Corridor as potential candidates for funding (including the California Project). Exhibit 4 on the following page presents the initial San Jose to Merced Alignment from the California High-Speed Rail Strategic Plan. In addition more detailed application guidance was presented on June 17, 2009. Thus, the HSR system development continues via input from the FRA and the Obama administration.

CODE 101051

Exhibit 4: Initial San Jose to Merced Alignment from the California High-Speed Rail Strategic Plan

The selected alignment for the San Jose to Merced section generally follows the Caltrain/Union Pacific Railroad corridor from San Jose to Gilroy, passing through urban and suburban areas. From Gilroy, the corridor extends east through the mountainous Pacheco Pass, generally following State Route 152, and then along Henry Miller Road to Chowchilla to connect with the Bakersfield to Merced section of the HST system. Stations are proposed in San Jose (Diridon Station), Gilroy and downtown Merced. The preferred station location in the city of Gilroy is the current Caltrain Station. The Project EIR/EIS will examine site-specific impacts of the preferred alignment, station locations, and HST operations between San Jose and Merced, and will identify specific mitigation measures as necessary. This public scoping effort is intended to collect information on potential impacts, mitigation measures, and project alternatives to help define the scope of evaluation of the project. Comments will be accepted through close of business on Friday, April 10, 2009 at comments@hst.ca.gov.



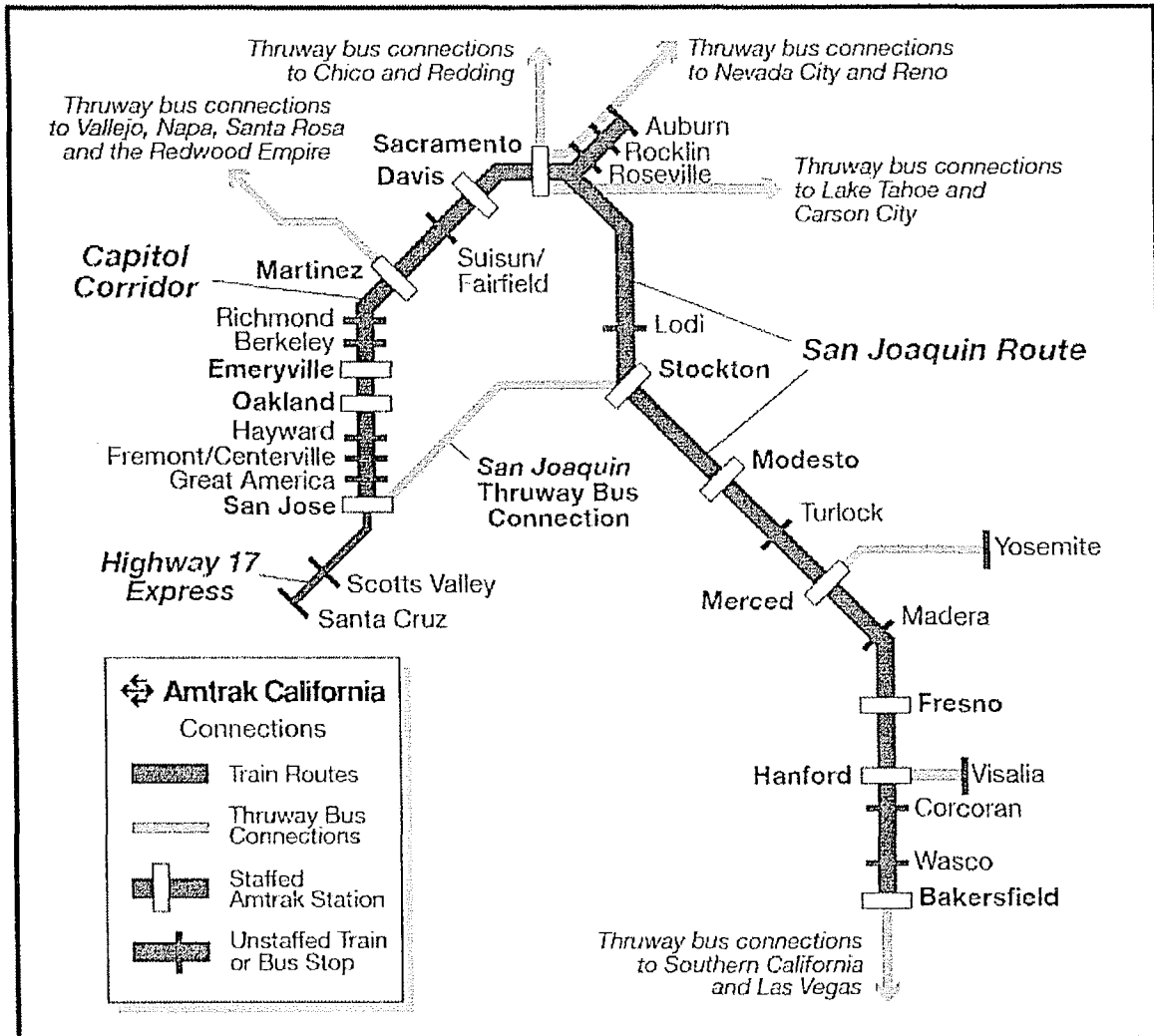
Existing rail service is available via Caltrain at the Gilroy Station and via Amtrak at the Salinas Station. The former provides three northbound and two southbound trips per weekday, and the latter includes a daily stop by the Coast Starlight Express, plus connecting bus service to Monterey and Carmel.

Bus connections are also an important part of the access alternatives offered at Gilroy with services operated by VTA, MST, San Benito and Greyhound. Regarding Greyhound, although the service network has been reduced in comparison with prior levels, there are Greyhound alternatives within the Monterey Bay area connecting north to Watsonville, Santa Cruz and San Jose as well as south through Salinas, King City and ultimately San Luis Obispo and Los Angeles.

Regional Transit Planning

Similar to the multi-provider rail connection theme above, Santa Cruz METRO has partnered with VTA, Caltrans, and Amtrak to be a part of the Amtrak Thruway program. Exhibit 5 on the following page provides more detail of the program.

Exhibit 5: Amtrak Thruway Program



The two interesting facets of the Highway 17 Express program, as shown above, are the emphasis on providing that regional connection, which then offers more regional mobility options, and the funding partnerships which offer benefits to customers of multiple connecting services

Key components of an expanded Monterey Bay regional BRT or transit program should also include the ability to maximize connections and develop partnerships with other agencies

Monterey Salinas Transit is also providing several current regional connections as the Amtrak Thruway bus, including express service to San Jose via Route 55, which also serves Gilroy and Morgan Hill. In addition, MST operates three routes to Watsonville, two primarily along the Coastal Corridor from Marina and Salinas

and another along Highway 101 from Salinas. These services recognize the increasing demand for mobility within the area.

TAMC Projects and Planning

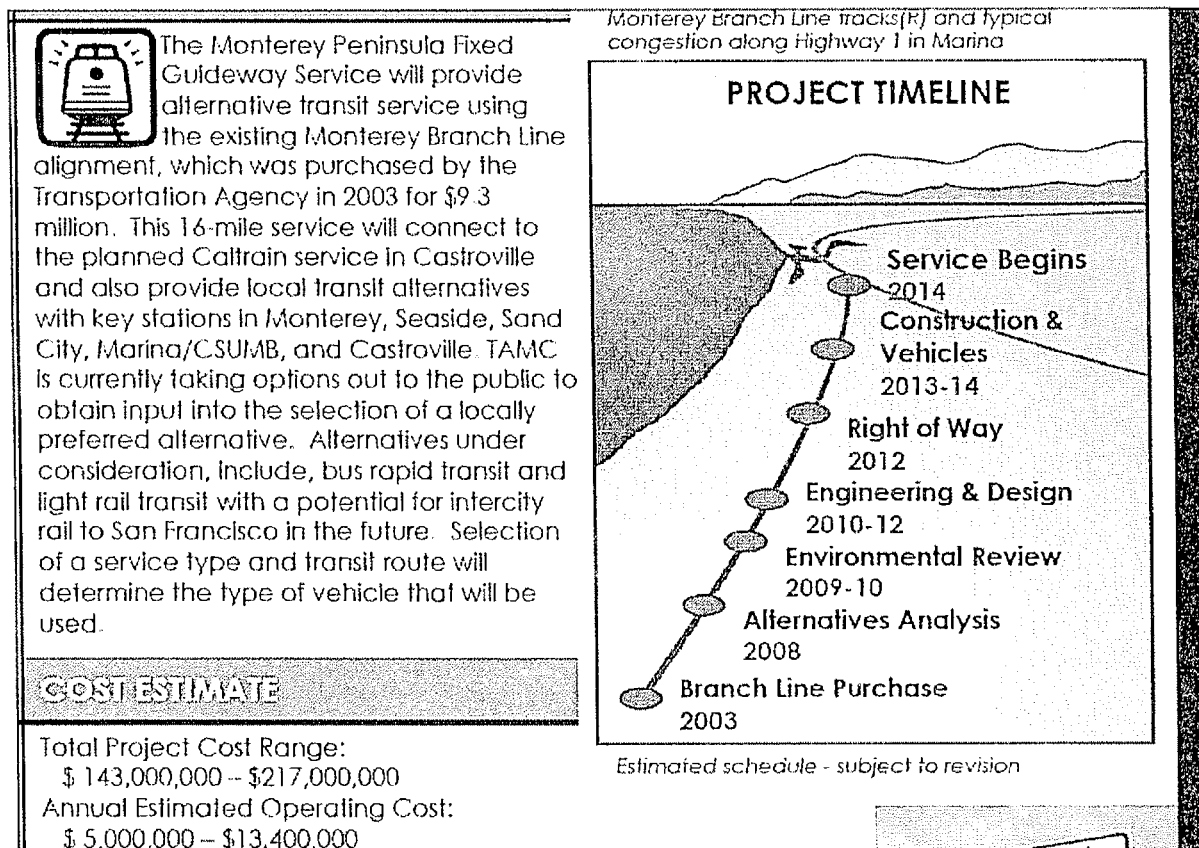
The Transportation Agency for Monterey County (TAMC) has also been developing regional transit connections. One project includes extending the Caltrain service to the south as described below in Exhibit 6.

Exhibit 6: TAMC Regional Transit Connection Project

<p>Extends existing San Francisco-San Jose-Gilroy Caltrain commuter rail service to Pajaro, Castroville & Salinas in Monterey County.</p> <p>Utilizes 38 miles of existing Union Pacific Coast Mainline track between Gilroy and Salinas to provide an alternative to the highly congested US 101 corridor.</p> <p>Capital improvements:</p> <ul style="list-style-type: none"> • Train layover facility, intermodal bus facility & commuter parking in Salinas • New platforms & parking in Castroville & Pajaro 	<p style="text-align: center;"><i>Caltrain engine at Salinas Station</i></p>
<p>PROJECT BENEFITS</p> <ul style="list-style-type: none"> ▶ Improves commuter access between Salinas and San Jose, San Francisco ▶ Provides alternative to traffic congestion ▶ Facilitates access to jobs, health care, shopping ▶ Enhances productivity and air quality ▶ Expands transportation options for the elderly, young, and disabled ▶ Reduces commuter stress ▶ Promotes economic development around stations 	<p>PROJECT TIMELINE</p> <p style="text-align: center;"><i>Estimated schedule - subject to revision</i></p>
<p>COST ESTIMATE</p> <p>Total Capital Project Cost: \$101,000,000</p> <p>Net Annual Operating Cost: \$1,200,000</p>	

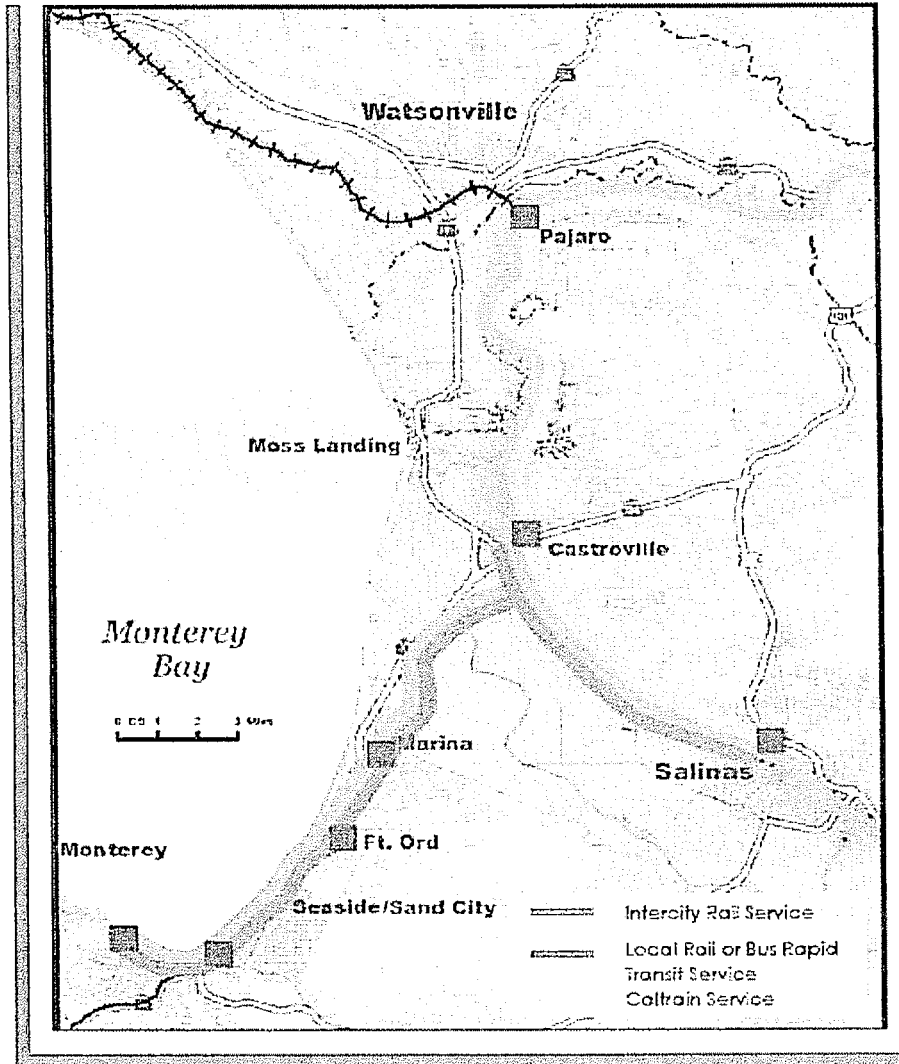
In addition, TAMC has acquired the right of way for the Monterey Peninsula Fixed Guideway Service, as described below in Exhibit 7.

Exhibit 7: TAMC Fixed Guideway Service Project



Collectively, the TAMC projects could result in a system approach for the area, as depicted in Exhibit 8 on the following page, a recent brochure. However, as noted by TAMC, there are a number of alternatives to be considered based upon potential funding opportunities, policy and public support and ability to meld the multiple agencies and operators into a seamless public transportation system that can be used with ease and understanding by a variety of customers.

Exhibit 8: TAMC Proposed System Approach



Santa Cruz County Regional Transportation Commission

The SCCRTC goals are:

Purpose of the SCCRTC:

1. Set priorities for major capital improvements to our transportation infrastructure, including highways, major roads, rail, and alternative transportation facilities.
2. Pursue and allocate funding for all elements of our transportation system.
3. Adopt policies to improve mobility, access and air quality.
4. Plan for future projects and programs to improve the regional transportation system while improving the region's quality of life.
5. Inform businesses and the public about alternatives to driving alone and the need to better manage our existing transportation system.
6. Conduct programs to encourage the use of alternative transportation modes.

During the recent past there have been significant planning discussions through the Transportation Funding Task Force, which was established to consider potential funding priorities for the County, many of which focus on future options for the Highway 1 corridor. In addition, the SCCRTC has reached an agreement in principle with Union Pacific to acquire the Santa Cruz Branch Rail Line.

AMBAG (The Association of Monterey Bay Area Governments)

AMBAG is the designated Metropolitan Planning Organization for Monterey, Santa Cruz and San Benito counties. MPOs are typically charged with the responsibility of ensuring a continuing, comprehensive and cooperative planning process is utilized in building the affected communities in the region. AMBAG is responsible for transportation and mobile air source planning for the three-county region and coordinates the programming and planning of projects and facilities that also consider the air quality impacts of these transportation projects.

CODE 101051

The Monterey region is the only area of the state where the responsibility for transportation planning is shared by the following: a Council of Governments (AMBAG), Regional Transportation Planning agencies that operate at the County level, the local transit operators and the State Department of Transportation (Caltrans). AMBAG also works closely with the region's air quality planning and monitoring agency, the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and the local jurisdictions in the area.

From a programmatic perspective, the three main planning processes that AMBAG coordinates and approves are the annual Overall Work Program, which describes activities and budgets for a given year, the Metropolitan Transportation Improvement Program, which is a three-year roll up of funded projects and activities, and the longer term Metropolitan Transportation Plan, which provides a 20+ year framework for the region.

The most recent update of the MTP was completed in 2005. It would appear that the next update of that plan would have the best potential to add in a thorough discussion of the various transportation options and alternatives contained in this overview and both frame out the priorities of the region and indicate a phased implementation plan to meet those priorities, based on available and potential resources.

Monterey Bay Unified Air Pollution Control District (MBUAPCD)

The Monterey agency was created in 1965; three years later Santa Cruz joined to form a two-county agency, and subsequently San Benito County was also added to form the current agency. The MBUAPCD is responsible for overall air quality planning and monitoring from a number of different programs and perspectives, including an Air Quality Management Plan. The AQMP also includes a number of Transportation Control Measures which provide policy direction to achieve air quality goals, such as Improved Public Transit Service to attract new ridership, as shown below in Exhibit 9.

Exhibit 9: MBUAPCD Transportation Control Measure

TABLE 7.2-1 IMPROVED PUBLIC SERVICE TRANSIT PROJECTS IN FY 2006/07 to FY 2009/10 MTIP

No.	Lead Agency	Description	FFY 2006-2010 Project Cost
MTIP FY06/07-FY09/10			
1	TAMC	Caltrain Extension to Monterey County	\$26,168,000
2	TAMC	Caltrain Extension: Gilroy to Salinas	\$500,000
3	TAMC	Coast Daylight Caltrain Extension Track Improvement	\$500,000
4	SBCOG	Transit Operations	\$7,665,000
5	MST	Monterey Transit Station	\$300,000
6	MST	Bus Operations	\$66,706,000
7	MST	Rides Operations	\$6,062,000
8	MST	Bus Replacement	\$9,368,000
9	MST	Salinas-King City Transit Service Line 23	\$329,000
10	City of Salinas	Intermodal Transportation Center	\$1,454,000
11	City of Salinas	Salinas Central City Transit Shuttle Service	\$426,000
12	King City	King City Transit Capital and Operations	\$236,000
13	City of Greenfield	Greenfield Autolift Capital & Operations	\$214,000
13 Total MTIP Projects			\$119,928,000

CODE 101051

Creating the Monterey Bay Public Transportation Vision

As indicated in the information contained above, there are a number of agencies that have varying perspectives that can influence the planning and implementation of public transportation in the Monterey Bay. In addition, there are a number of potential modal alternatives that have been identified that offer pieces of connection opportunities to the region (e.g. Caltrain extension). However, at the moment there does not appear to be an overall planning concept to connect all the local jurisdictions in the region to the various modal opportunities. An enhanced, coordinated bus system, anchored by Bus Rapid Transit services within key corridors would have the potential to achieve that planning goal.

As indicated above, BRT is comprised of a series of attributes or elements that can be enhanced to meet additional demands for service. It also has the flexibility to extend to new areas of development or to modify routing to serve other modal services that might develop over time, such as High-Speed Rail. In addition, it has the potential to provide high levels of service to accommodate large numbers of passengers to facilities such as the Monterey Bay Aquarium or to serve Transit Oriented Developments or other densified land use.

BRT also can incorporate a number of Intelligent Transportation System components, such as real time arrival information, off board payment alternatives, such as a smart card, plus other enhanced customer information opportunities. All of these can be addressed in a consistent manner that would serve to facilitate travel in a seamless system within the region. Arguably, the ability to use one fare card for all services or call one phone number for information on all services would expand mobility options for many potential riders within Monterey Bay.

From an implementation standpoint, the current MST Bay Rapid Transit project has demonstrated that once the corridor had been identified, moving forward to complete the Federal Transit Administration Very Small Starts can be accomplished within a year. Furthermore, once a project has been submitted, funding approval can be secured for the following federal fiscal year.

Another approach to creating the public transportation vision would be through adopting a mobility management process for the region. The following excerpt from the SamTrans Strategic Plan provides a good overview of the concept:

Although the most recent discussions about Mobility Management have developed from the human service transportation coordination process, the concept has the potential for a much broader application. Many jurisdictions have created Mobility Manager positions to recognize that ongoing coordination is a process that requires dedicated staff time in order to achieve results. These positions have typically been funded by FTA sources which can provide 80 percent of the cost. Mobility Management is also an eligible activity for ARRA funding.

Mobility leaders are guided by the principles of mobility management. Mobility management is a comprehensive and innovative approach for managing and delivering coordinated transportation services to customers on an individual basis through a wide range of transportation options and service providers. It focuses on providing a range of transportation options that match the needs of the customer, linking land use and transportation investments, educating and marketing to the customers to influence travel

behavior, and solidifying partnerships to maximize transportation investments and efficiencies.

Mobility management is about getting people where they need to go. Just as importantly, it also is a transportation strategy for working towards a sustainable future. Making transportation investments and providing services that maximize travel options will enable people to make sustainable choices about how they move. Influencing individual behavior, which on a collective scale can minimize fuel and energy consumption and pollution, is an essential role that the District must embrace for the future.

Key Principles of District Mobility Management

- Meet the demand for mobility of specific target groups and influence pre-trip mode choice.
- Provide information on a variety of modes of transportation to the user and maximize awareness of transportation options.
- Meet mobility needs via an efficient and integrated use of transportation and land use infrastructure.
- Create alliances with different partners, a vital factor for improving transit access and creating a sustainable transit environment.
- Address people's attitudes to influence travel choices.
- Anticipate, monitor and take action to mitigate and/or take advantage of external factors, such as demographic trends and economic forecasts.
- Achieve long-term financial stability to provide the levels of investment that meet the growing demand for transportation services.

Source: Federal Transit Administration's United We Ride Program

Thus, it would appear that bringing together the affected parties and partners to think through the potential for a regional approach to enhanced bus connections, led by a series of BRT corridor projects, embracing the concepts of Mobility Management would have significant potential to move forward with the public transportation vision for the Monterey Bay

Moving Forward

In order to reach the desired goal of a regional BRT network in the Monterey Bay, which would provide enhanced mobility options, consistent with national goals of managing energy consumption, and improving air quality and congestion, there are a number of recommendations for moving the process forward

The existing public transportation network in the Monterey Bay provides good and varied transit services by a number of agencies whose programs have been described in this report. The development of a regional approach to the development of a BRT network which would be a foundation from which greater connectivity regionally could be accomplished would mean viewing the various components as part of "one system", with connectivity and consistency. This would require the development of regional goals and priorities to guide the overall network development. The regional system then, could serve more people, more effectively and offer the potential for what will be a growing number of future users.

1. Establish a Regional Connectivity Council.

The transportation agencies in the Monterey Bay, including MST, Santa Cruz METRO, Air District Board, TAMC, SCCRTD and AMBAG should formally develop a Regional Connectivity Council. This Council will be the working group consisting of Monterey Peninsula key stakeholders. Many of the people and agencies involved in this study will make up that group. Individuals on the Regional Connectivity Council will represent transportation providers, elected officials, Caltrans representatives, and any other relevant agency involved with transportation on the Peninsula. The primary tasks of the Regional Connectivity Council are to develop strategies, goals, and objectives for developing and promoting the regional BRT network, assist fellow agencies with implementation barriers, and make project priority recommendations for the region that benefit all residents. Priorities could include, but not be limited to: funding for operations and capital improvements, key nodes, including destinations and attractions connectivity, target corridors for congestion mitigation, etc. Of course, priorities need to be assigned collectively for a regional approach.

2. Secure funding for a Mobility Manager to staff regional connectivity processes.

This position is eligible for eighty percent federal funding with a local match. Additionally, ARRA monies could also be used to fund this position.

3. Lead agency to hire a Mobility Manager.

The Mobility Manager is an important component which would ensure that the process of developing the regional connectivity foundation piece to continued consistent BRT development.

The Mobility Manager's primary responsibilities are to provide support and guidance for all elements of developing a coordinated regional BRT network. The position would report directly to the designated lead agency.

4. Develop Memorandum of Understanding (MOU).

The MOU will be between the various partnering agencies to reinforce participation and development goals.

5. Conduct a public relations event to announce the vision for a regional BRT network.

The public relations event could provide the foundation for regional movement enhancement throughout the service areas and make it publicly official as part of the event. Each individual participant should be recognized, along with supporting agencies and officials. The celebration could be at an upcoming event or a stand alone event.

6. Develop strategies, priorities, and principles to meet the development goals.
The Regional Connectivity Council and Mobility Management staff should develop strategies, priorities, and principles to meet the development goals.

7. Identify and establish processes to share information between participating organizations.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 26, 2010
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Board Chair present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

Prepared by: Tony Tapiz, Acting Administrative Services Coordinator
Date Prepared: May 24, 2010

6.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION**

TEN YEARS

Vickie Sanchez
Customer Service Representative

FIFTEEN YEARS

Liz Bytheway
Accounting Specialist

TWENTY YEARS

None

TWENTY-FIVE YEARS


None

THIRTY YEARS

John Fuentes
Bus Operator

6.91

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 
SUBJECT: CONSIDERATION OF THE FY11 & FY12 DRAFT FINAL BUDGET

I. RECOMMENDED ACTION

That the Board of Directors consider input and give additional direction to staff as necessary for the FY11 & FY12 Draft Final Budget prior to the Public Hearing and adoption of a resolution at the June 25, 2010 Board of Director's Meeting regarding the FY11 & FY12 Final Budget.

II. SUMMARY OF ISSUES

- The FY11 & FY12 Draft Final Budget is presented this month for Board Review. A public hearing has been scheduled for 9am, June 25, 2010 in the Santa Cruz City Council Chambers. A fifteen (15) day public comment period will begin on May 26, 2010.
- The FY11 & FY12 Draft Final Budget is a new two-year budget. The Board of Directors adopted the last two-year budget in December 2008 for FY09 and FY10. A one-year FY10 budget was adopted on June 26, 2009.
- A budget workshop with Union representatives was held on May 10, 2010 at 8:30am in the Santa Cruz Conference Room to answer questions about the draft final two-year Operating and Capital Budget and to obtain input from the employee organizations.
- The proposed two-year **FY11 and FY12 Draft Final Operating Budget** Operating Revenues are \$31,655,105 and \$32,198,489 respectively. The corresponding Total Expenses are \$37,359,767 and \$38,681,297 respectively. One-Time Revenues, Transfers from Reserves and Unrealized Revenues are being used at this time to balance the budget; \$5,704,662 in FY11, and \$6,482,808 in FY12.
- When analyzing and reviewing the FY11 budget variances, it should be noted that the variances presented compare the FY11 proposed budget to the FY10 *projected actual* spending, which has already been reduced by \$5,473,773 when compared to the FY10 *published budget*. Significant cost-cutting measures and savings have been achieved at all levels in all departments in the current fiscal year and should be accounted for as part of the variance analysis and review.
- Major **Operating Revenue** assumptions in the FY11 & FY12 Draft Final Budget when compared to the projected actual FY10 include:
 - A slight decrease of 0.7% in FY11 in Passenger Fares (fare box revenue) and an increase of 1.0% in FY12
 - No increase in FY11 and a 5.0% increase in FY12 for Special Transit Fares which includes the UCSC and Cabrillo CPI-based contracts

7.1

- An increase of 5.0% in both years for Paratransit Fares
- A 15.0% increase is budgeted in FY11 for the Highway 17 Fares due to an increase of the “Cash Single Ride” fare from \$4.00 to \$5.00 effective June 10, 2010; the increase for FY12 is budgeted at 1.0%
- A significant decrease of 67.0% in Interest Income is projected for FY11 using the County Treasurer’s apportionment rate estimate of 0.25%; a 0% increase is budgeted for FY12
- Sales Tax revenue is projected to increase by 1.0% in FY11, and by 2.0% in FY12
- The Transportation Development Act (TDA) allocation reflects a 0.5% decrease, and is based on the Santa Cruz County Regional Transportation Commission (SCCRTC)’s proposed budget dated February 11, 2010. No increase is proposed for FY12.
- There is a 0.5% decrease budgeted in FY11 for the FTA §5307 Operating Assistance based on the Federal Register announcements of the appropriations, with no increase budgeted in FY12
- In response to the dramatic and unprecedented decline in revenues over the past two (2) years, it is necessary at this time to utilize the significant use of **One-Time Revenues and Transfers from Reserves** to balance the budget including:
 - American Reinvestment & Recovery Act of 2009 (ARRA) funds in the amount of \$270,000 in FY11; an increase of 31.7% from the FY10 projected actual. This will be the final disbursement of the \$475,000 operating grant
 - Redistribution of the Federal Small Transit Intensive Cities (STIC) funds from the capital budget to the operating budget in the amount of \$1,202,159 in both years
 - Funding of \$2,800,000 in FY11 from the State Transportation Act (STA) program that was made available to recipients pursuant to the passage of ABx8 9 as a result of the “gas tax swap” signed into law on March 22, 2010. ABx8 9 temporarily suspends STA efficiency criteria through FY11 and FY12 to ensure that STA funds can be used for operations rather than capital. The estimated amount to be received in FY12 is \$2,500,000.
 - Use of the remaining (anticipated) Carryover from Previous Year of \$1,151,566 for FY11 only, which will deplete the carryover balance to \$0, with none available in FY12
 - Transfers from the Legal Settlements Reserve Account of \$150,000 to pay for anticipated settlement costs in both years
 - Transfers from the Capital Reserve Account of \$130,947 in FY11, and \$136,617 in FY12 for MetroBase project management costs

7.2

- The FY11 **Operating Expense** budget variance are calculated by comparing FY11 budget projections against FY10 projected *actual spending*, which has already been reduced by \$5,473,773 when compared to the FY10 *published budget*. These costs reductions and FY10 projected *actual spending* were presented to the Board in February and March 2010. Significant cost-cutting measures and savings have been achieved at all levels in all departments in the current fiscal year and should be noted when reviewing the FY11 & FY12 variances.
 - A net increase overall of 3.0% in FY11 in Personnel Expense due to the following:
 - Contractual increases provided for in the current labor contracts
 - Reduction in service by 15 Operator bids, achieved by not funding 15 Operator positions that were funded but unfilled in the FY10 budget. There were no live body layoffs as a result of this service reduction.
 - 3.0% inflationary increase budgeted for medical, dental, vision, and life insurance benefits
 - Non-Personnel expenses increased by 13% overall in FY11 due to the following:
 - Anticipated increases in market and futures pricing for Fuel – Revenue Vehicles; coupled with the loss of the Alternative Fuel Tax Credit Program past December 31, 2010 of approximately \$250,000
 - Increase in anticipated Legal Settlement costs due to recent accidents
 - Increases in Repairs to Buildings and Equipment due to deferred maintenance
 - Increases in Repairs to Revenue Vehicles due to an aging fleet and the expiration of warranties
 - Additional Property Insurance expense on the new Maintenance Building where coverage was previously provided by the contractor’s “course of construction” policy
 - Increase in Bank Fees related to anticipated changes in the cash management of the Revenue Room
- The FY11 Draft Final **Capital Budget** totals \$13,192,005, and is funded with the remainder of the unspent funds from the FY10 Capital Budget.

III. DISCUSSION

The Board of Directors must adopt a FY11 & FY12 Final Budget by June of 2010. The FY11 & FY12 Draft Final Budget is presented this month for Board Review. A public hearing has been scheduled for 9am, June 25, 2010 in the Santa Cruz City Council Chambers. A fifteen (15) day public comment period begins on May 26, 2010.

The Board of Directors adopted the last two-year budget in December 2008 for FY09 and FY10. A one-year FY10 budget was adopted on June 26, 2009.

A budget workshop with Union representatives was held on May 10, 2010 at 8:30am in the Santa Cruz Conference Room to answer questions about the draft final two-year Operating and Capital Budget and to obtain input from the employee organizations.

A. Operating Revenues

The proposed two-year **FY11 and FY12 Draft Final Operating Budget** Operating Revenues are \$31,655,105 and \$32,198,489 respectively. The corresponding Total Expenses are \$37,359,767 and \$38,681,297 respectively. One-Time Revenues, Transfers From Reserves and Unrealized Revenues are being used at this time to balance the budget; \$5,704,662 in FY11, and \$6,482,808 in FY12.

Fare Revenue accounts have been projected based on data through February 2010. A 0.7% decrease in Passenger Fares (fare box revenue) is projected for FY11, with a 1.0% increase budgeted for FY12. Increases of 0% in FY11 and 5.0% in FY12 are projected for Special Transit Fares that include the UCSC and Cabrillo contracts. These contracts have built in CPI adjustments. Paratransit Fares are anticipated to increase by 5.0% each year.

Interest Income is projected to decrease significantly over the projected budget for FY10 due to the County Treasurer's apportionment rate estimate of 0.25%. The apportionment rate is not expected to improve much in FY12.

Sales Tax Revenues have been projected at a 1.0% increase over FY10 projected receipts with a 2.0% increase budgeted in FY12. These projections are based on actual sales tax receipts for the first ten (10) months of FY10, projections from the April 2010 report from the State Board of Equalization, and many other economic indicators from local County agencies, surrounding Cities and a neighboring transit agency. Staff projects that during FY11, the economy will start to level off and in FY12, the economy will start to slowly recover.

TDA Funding is budgeted in the amount of \$4,974,478 in FY11; a 0.5% decrease from the FY10 allocation from the SCCRTC. This amount is based on the Santa Cruz County Regional Transportation Commission (SCCRTC)'s proposed budget dated February 11, 2010, which has been approved by the SCCRTC and the Santa Cruz Auditor Controller. No increase is proposed for FY12.

There is a 0.5% decrease budgeted in FY11 for the **FTA §5307 Operating Assistance** based on the Federal Register appropriations announcement, with no increase budgeted in FY12. The five-year loan drawn in FY05 in the amount of \$350,000 for Paratransit start-up costs has been paid in full, therefore no repayments are budgeted in FY11 or FY12.

One-Time Revenues, Transfers From Reserves and Unrealized Revenues are needed to balance the FY11 & FY12 Draft Final Budget at this time including:

7.4

American Reinvestment & Recovery Act of 2009 (ARRA) funds of \$270,000 in FY11; an increase of 31.7% from FY10 projected actual. This will be the final disbursement of the \$475,000 operating grant.

Redistribution of the **Federal Small Transit Intensive Cities (STIC)** funds from the capital budget to the operating budget in the amount of \$1,202,159 in both years.

Funding of \$2,800,000 in FY11 from the **State Transportation Act (STA)** program made available to recipients pursuant to the passage of ABx8 9 as a result of the “gas tax swap” that was signed into law on March 22, 2010. ABx8 9 temporarily suspends STA efficiency criteria through the 2011-12 fiscal years to ensure that STA funds can be used for operations rather than capital. The estimated amount to be received in FY12 is \$2,500,000.

Use of the remaining (anticipated) **Carryover From Previous Year** of \$1,151,556 for FY11 only; this will deplete the carryover balance to \$0 with none available in FY12.

Transfers from the **Legal Settlements Reserve Account** of \$150,000 to pay for anticipated settlement costs in both years.

A **Transfer from Capital Reserves** of \$130,947 in FY11 and \$136,617 in FY12 is budgeted for the Project Manager’s salary and benefits, with the labor expense of the position capitalized as part of the grant-funded project. The Board of Directors approved the Project Manager position for the MetroBase project and these expenses are included in the operating budget for payroll and audit purposes.

B. Operating Expenses

Operating Expenses are projected to be above the FY10 projected actual by 5.4% in FY11 and 3.5% in FY12 due to contractual increases included in the current labor contracts; the potential for increased fuel costs; uncertainty regarding the future of the Alternative Fuel Tax Rebate Program; increased vehicle repair costs due to expired warranties; and other reasons listed below.

Significant **Departmental Expense** changes include:

- An increase in FY12 of 13.6% in the Administration budget due to six (6) months of labor and fringe benefits expense for a new General Manager, and the anticipated payout of accrued payroll liabilities
- The Finance department is expected to increase by 12.3% in FY11 due to the addition of a second Grants Analyst position, and an increase in bank fees related to anticipated changes in the cash management of the Revenue Room; this bank fee increase is offset by a reduction in the Operations budget which is only increasing by 1.0% in FY11
- An increase of 35.3% in the Customer Service budget due to the transfer of a Transit Supervisor from the Operations budget

7.5

- An increase of 10.1% in the Human Resources budget for FY11 due to increased staff training (contractual obligation) and anticipated executive recruitment expense
- Risk Management's budget has increased by 272% over the FY10 projected actual, because Settlement Costs vary significantly from year to year
- Facilities Maintenance is decreased by 10.0% in FY11 due to the elimination of lease expenses and the migration towards owned facilities
- Paratransit expenses are up by 20.1% in FY11 primarily due to anticipated increases in the market and futures pricing for fuel (gasoline); the arrival of larger higher capacity vehicles with a possible lower MPG based on usage environment, and an projected increase in the number of rides being performed

C. Capital Budget

The FY11 Draft Final **Capital Budget** totals \$13,192,005, and is funded with the remainder of the unspent funds from the FY10 Capital Budget.

IV. FINANCIAL CONSIDERATIONS

The FY11 & FY12 Draft Final Operating Budget, as presented, is balanced with One-Time Revenues, Transfers from Reserves and Unrealized Revenues. In order to balance the FY12 Draft Final Operating budget, additional cost containment and/or revenue enhancement actions must be identified. Items currently under consideration, yet not formally approved as of this time are:

- Extension of the Alternative Fuel Tax Credit Rebate program past December 31, 2010
- Funds from the passage of a Federal Jobs bill

Both items listed above will require extensive advocacy efforts

The FY11 Draft Final Capital Budget is funded with the remainder of the unspent funds from the FY10 Capital Budget.

V. ATTACHMENTS

- Attachment A:** FY11 & FY12 Draft Final Operating Budget
Attachment B: FY11 & FY12 Draft Final Capital Budget
Attachment C: FY11 & FY12 Draft Final Authorized and Funded Personnel

Prepared by: Debbie Kinslow, Assistant Finance Manager

Date Prepared: May 20, 2010

7.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY11 & FY12 DRAFT FINAL OPERATING BUDGET REVENUE SOURCES

REVENUE SOURCE	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	% CHANGE BUDGET FY10 PROJ FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
Passenger Fares	3,386,252	3,416,931	3,149,634	-7.8%	3,127,587	-0.7%	3,158,862	1.0%
Special Transit Fares	3,590,053	3,682,013	3,212,406	-12.8%	3,212,406	0.0%	3,373,026	5.0%
Paratransit Fares	322,124	327,254	233,945	-28.5%	245,642	5.0%	257,924	5.0%
Highway 17 Fares	1,034,204	1,070,046	1,047,834	-2.1%	1,205,009	15.0%	1,217,059	1.0%
Highway 17 Payments	436,551	431,200	431,200	0.0%	435,512	1.0%	439,867	1.0%
Commissions	5,677	5,500	5,500	0.0%	5,500	0.0%	5,500	0.0%
Advertising Income	187,312	150,000	215,000	43.3%	215,000	0.0%	215,000	0.0%
Rent Income - SC Pacific Station	90,384	91,774	91,774	0.0%	91,774	0.0%	91,774	0.0%
Rent Income - Watsonville TC	36,716	34,399	34,399	0.0%	34,399	0.0%	34,399	0.0%
Rent Income - General	12,659	-	-	0.0%	-	0.0%	-	0.0%
Interest Income	391,808	50,000	175,000	250.0%	57,750	-67.0%	57,750	0.0%
Other Non-Transp Revenue	(5,244)	5,823	8,000	37.4%	8,000	0.0%	8,000	0.0%
Sales Tax (1/2 cent)	14,923,142	16,201,999	14,000,000	-13.6%	14,140,000	1.0%	14,422,800	2.0%
Transp Dev Act (TDA) Funds	5,696,249	5,551,220	5,001,649	-9.9%	4,974,478	-0.5%	4,974,478	0.0%
FTA Sec 5307 - Op Assistance	3,496,293	3,715,442	3,715,442	0.0%	3,696,155	-0.5%	3,696,155	0.0%
Misc. Local Operating	-	-	10,000	0.0%	10,000	100.0%	25,000	150.0%
Repay FTA Advance (#4 and #5 of 5)	(70,000)	(70,000)	(70,000)	0.0%	-	-100.0%	-	0.0%
FTA Sec 5311 - Rural Op Asst	161,615	170,894	170,894	0.0%	170,894	0.0%	170,894	0.0%
AMBAG Funding	27,799	15,000	2,483	-83.4%	25,000	906.8%	50,000	100.0%
SUBTOTAL REVENUE	33,723,594	34,849,495	31,425,160	-9.8%	31,655,105	0.7%	32,198,489	1.7%
ONE-TIME REVENUES								
ARRA Operating	-	-	205,000	100.0%	270,000	31.7%	-	-100.0%
STIC	-	-	-	0.0%	1,202,159	100.0%	1,202,159	0.0%
STA	-	-	-	0.0%	2,800,000	100.0%	2,500,000	-10.7%
SUBTOTAL ONE-TIME REVENUES	-	-	205,000	100.0%	4,272,159	1984.0%	3,702,159	-13.3%
SUBTOTAL REVENUE AND ONE-TIME REVENUES	33,723,594	34,849,495	31,630,160	-9.2%	35,927,264	13.6%	35,900,648	-0.1%
TRANSFERS FROM RESERVES								
Carryover from Previous Year	795,471	3,268,589	1,004,151	-69.3%	1,151,556	14.7%	-	-100.0%
Xfr from Ins Res-Legal Settlement	-	150,000	150,000	0.0%	150,000	0.0%	150,000	0.0%
Transfer (to)/from Capital Reserves	-	119,305	119,305	0.0%	130,947	9.8%	136,617	4.3%
Transfer (to)/from Operating Reserves	-	2,547,920	2,547,920	0.0%	-	-100.0%	-	0.0%
SUBTOTAL TRANSFERS FROM RESERVES	795,471	6,085,814	3,821,376	-37.2%	1,432,503	-62.5%	286,617	-80.0%
UNREALIZED REVENUE								
	-	-	-	0.0%	-	0.0%	2,494,032	
TOTAL REVENUE	34,519,065	40,935,309	35,451,535	-13.4%	37,359,767	5.4%	38,681,297	3.5%

* FTA funding is used solely to fund labor expense

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Consolidated Expenses**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	7,571,893	8,139,509	7,380,395	7,932,855	7.5%	8,109,216	2.2%
501013 Bus Operator OT	1,498,661	1,340,792	1,643,592	1,541,590	-6.2%	1,613,802	4.7%
501021 Other Salaries	6,161,033	6,760,686	6,379,967	6,566,866	2.9%	6,848,898	4.3%
501023 Other OT	273,100	310,543	342,431	359,085	4.9%	373,863	4.1%
Totals	15,504,688	16,551,531	15,746,384	16,400,395	4.2%	16,945,780	3.3%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	219,517	257,801	229,563	251,216	9.4%	258,854	3.0%
502021 Retirement	2,215,059	2,388,462	2,170,260	2,328,719	7.3%	2,705,443	16.2%
502031 Medical Ins	5,107,701	6,334,591	5,239,275	5,368,339	2.5%	5,522,010	2.9%
502041 Dental Ins	473,738	556,752	478,430	474,593	-0.8%	488,251	2.9%
502045 Vision Ins	133,491	144,513	134,150	135,280	0.8%	139,164	2.9%
502051 Life Ins/AD&D	43,264	51,834	42,896	43,462	1.3%	44,759	3.0%
502060 State Disability Ins (SDI)	174,294	317,792	194,014	185,825	-4.2%	191,456	3.0%
502061 Long Term Disability Ins	214,215	271,195	208,370	225,464	8.2%	232,708	3.2%
502071 State Unemployment Ins (SUI)	51,904	53,211	69,419	63,224	-8.9%	63,273	0.1%
502081 Worker's Comp Ins	740,341	1,029,073	605,813	700,000	15.5%	720,000	2.9%
502101 Holiday Pay	315,564	404,834	351,251	391,864	11.6%	402,427	2.7%
502103 Floating Holiday	83,980	72,498	67,900	69,581	2.5%	78,788	13.2%
502109 Sick Leave	683,804	886,879	686,810	816,653	18.9%	840,883	3.0%
502111 Annual Leave	1,792,333	1,556,459	1,778,496	1,530,199	-14.0%	1,556,128	1.7%
502121 Other Paid Absence	141,865	127,880	148,604	124,552	-16.2%	128,262	3.0%
502251 Phys. Exams	6,740	13,300	9,986	13,699	37.2%	14,110	3.0%
502253 Driver Lic Renewal	1,380	4,400	2,738	4,532	65.6%	4,668	3.0%
502999 Other Fringe Benefits	70,827	149,310	71,691	69,762	-2.7%	71,639	2.7%
Totals	12,470,019	14,620,784	12,489,662	12,796,964	2.5%	13,462,824	5.2%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Consolidated Expenses**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	80,015	103,250	117,069	95,250	-18.6%	95,250	0.0%
503012 Admin/Bank Fees	185,856	216,630	152,323	259,350	70.3%	315,389	21.6%
503031 Prof/Technical Fees	140,958	334,575	140,267	225,132	60.5%	250,559	11.3%
503032 Legislative Services	90,000	103,400	90,000	103,400	14.9%	106,502	3.0%
503033 Legal Services	1,473	55,000	21,432	55,000	156.6%	55,000	0.0%
503034 Pre-Employment Exams	12,530	12,440	12,221	7,300	-40.3%	7,519	3.0%
503041 Temp Help	105,043	-	283,824	-	-100.0%	-	0.0%
503161 Custodial Services	68,499	66,100	61,569	50,000	-18.8%	50,000	0.0%
503162 Uniforms/Laundry	30,487	44,015	28,354	33,600	18.5%	34,100	1.5%
503171 Security Services	358,207	406,368	341,364	374,332	9.7%	360,664	-3.7%
503221 Classified/Legal Ads	13,054	26,400	10,937	29,100	166.1%	29,793	2.4%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	4,000	-	4,000	100.0%	4,000	0.0%
503351 Repair - Bldg & Impr	73,337	91,500	75,000	100,000	33.3%	100,000	0.0%
503352 Repair - Equipment	327,259	412,872	467,840	576,490	23.2%	581,621	0.9%
503353 Repair - Rev Vehicle	376,355	437,300	320,412	410,000	28.0%	410,000	0.0%
503354 Repair - Non Rev Vehicle	13,890	31,500	26,049	25,000	-4.0%	25,000	0.0%
503363 Haz Mat Disposal	51,806	46,000	53,726	49,500	-7.9%	49,500	0.0%
Totals	1,928,769	2,391,350	2,202,383	2,397,454	8.9%	2,474,897	3.2%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	138,057	207,400	139,052	151,100	8.7%	151,100	0.0%
504012 Fuels & Lubricants - Rev Veh	1,316,522	3,245,000	1,682,279	2,095,000	24.5%	2,135,000	1.9%
504021 Tires & Tubes	180,368	213,000	194,804	243,000	24.7%	247,000	1.6%
504161 Other Mobile Supplies	6,580	10,300	431	-	-100.0%	-	0.0%
504191 Rev Vehicle Parts	460,132	817,000	636,045	625,000	-1.7%	635,000	1.6%
Totals	2,101,659	4,492,700	2,652,610	3,114,100	17.4%	3,168,100	1.7%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Consolidated Expenses**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	1,981	3,600	1,575	2,500	58.7%	2,500	0.0%
504211 Postage & Mailing	9,129	26,266	12,368	23,400	89.2%	23,984	2.5%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	76,063	101,137	61,112	102,487	67.7%	83,158	-18.9%
504217 Photo Supp/Process	4,783	9,900	675	6,000	788.9%	5,903	-1.6%
504311 Office Supplies	57,066	88,240	57,972	70,617	21.8%	72,229	2.3%
504315 Safety Supplies	12,084	33,500	11,552	16,300	41.1%	16,300	0.0%
504317 Cleaning Supplies	30,517	59,200	35,282	33,100	-6.2%	33,100	0.0%
504409 Repair/Maint Supplies	45,834	57,300	37,646	40,000	6.3%	40,000	0.0%
504421 Non-Inventory Parts	46,071	53,550	9,609	45,000	368.3%	45,000	0.0%
504511 Small Tools	3,363	10,500	2,252	8,700	286.4%	8,700	0.0%
504515 Employee Tool Replacement	1,361	2,700	1,485	3,000	102.0%	3,000	0.0%
Totals	288,252	445,893	231,525	351,104	51.6%	333,873	-4.9%
UTILITIES							
505011 Gas & Electric	183,850	229,212	185,000	225,000	21.6%	225,000	0.0%
505021 Water & Garbage	131,072	128,171	135,132	150,000	11.0%	150,000	0.0%
505031 Telecommunications	116,428	147,578	157,167	169,000	7.5%	170,000	0.6%
Totals	431,350	504,961	477,299	544,000	14.0%	545,000	0.2%
CASUALTY & LIABILITY							
506011 Insurance - Property	71,469	121,898	80,790	115,000	42.3%	115,000	0.0%
506015 Insurance - PL/PD	481,462	525,300	457,208	525,300	14.9%	525,300	0.0%
506021 Insurance - Other	711	800	1,067	750	-29.7%	750	0.0%
506123 Settlement Costs	162,577	150,000	36,110	150,000	315.4%	150,000	0.0%
506127 Repairs - District Prop	(30,744)	-	-	-	0.0%	-	0.0%
Totals	685,475	797,998	575,174	791,050	37.5%	791,050	0.0%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Consolidated Expenses

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	10,183	14,510	12,350	14,000	13.4%	14,000	0.0%
507201 Licenses & Permits	12,652	15,800	22,712	23,000	1.3%	23,300	1.3%
507999 Other Taxes	21,012	27,000	24,026	30,000	24.9%	30,000	0.0%
Totals	43,847	57,310	59,087	67,000	13.4%	67,300	0.4%
PURCHASED TRANS.							
503406 Contract/Paratransit	176,002	250,000	320,210	250,000	-21.9%	250,000	0.0%
Totals	176,002	250,000	320,210	250,000	-21.9%	250,000	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	62,021	66,820	62,141	66,025	6.3%	68,747	4.1%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	8,094	34,600	8,821	34,600	292.3%	35,533	2.7%
509121 Employee Training	22,935	63,065	18,582	55,575	199.1%	55,967	0.7%
509123 Travel	36,260	86,780	33,887	90,780	167.9%	93,443	2.9%
509125 Local Meeting Expense	4,474	4,950	2,664	4,950	85.8%	5,099	3.0%
509127 Board Director Fees	10,350	13,200	7,575	13,200	74.3%	13,596	3.0%
509150 Contributions	22	650	2,970	650	-78.1%	650	0.0%
509198 Cash Over/Short	522	500	159	500	214.5%	500	0.0%
Totals	144,678	270,565	136,798	266,280	94.7%	273,535	2.7%
LEASES & RENTALS							
512011 Facility Lease	728,350	522,357	547,273	359,000	-34.4%	346,300	-3.5%
512061 Equipment Rental	15,976	29,860	13,133	22,420	70.7%	22,639	1.0%
Totals	744,326	552,217	560,406	381,420	-31.9%	368,939	-3.3%
PERSONNEL TOTAL							
	27,974,706	31,172,315	28,236,046	29,197,359	3.4%	30,408,603	4.1%
NON-PERSONNEL TOTAL							
	6,544,358	9,762,994	7,215,489	8,162,408	13.1%	8,272,694	1.4%
TOTAL OPERATING EXPENSES							
	34,519,065	40,935,309	35,451,535	37,359,767	5.4%	38,681,297	3.5%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Departmental Expenses**

DEPARTMENT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
1100 Administration	977,524	1,116,801	939,190	988,886	5.3%	1,123,675	13.6%
1200 Finance	1,788,447	2,153,007	2,056,528	2,310,312	12.3%	2,329,711	0.8%
1300 Customer Service	496,968	572,736	439,431	594,460	35.3%	600,516	1.0%
1400 Human Resources	607,666	800,140	585,625	644,595	10.1%	721,198	11.9%
1500 Information Technology	628,672	716,342	695,709	731,359	5.1%	759,999	3.9%
1700 District Counsel	468,429	490,759	494,178	508,030	2.8%	530,190	4.4%
1800 Risk Management	168,925	250,000	67,193	250,000	272.1%	250,000	0.0%
2200 Facilities Maintenance	2,581,391	2,568,539	2,551,163	2,295,325	-10.0%	2,326,104	1.3%
3100 Paratransit Program	3,626,158	4,579,272	3,894,861	4,679,287	20.1%	4,959,574	6.0%
3200 Operations	2,506,237	2,603,509	2,522,083	2,548,525	1.0%	2,629,984	3.2%
3300 Bus Operators	13,209,215	14,348,318	13,253,891	13,449,603	1.5%	13,881,489	3.2%
4100 Fleet Maintenance	5,899,119	8,575,136	6,290,834	6,604,642	5.0%	6,761,481	2.4%
9001 Cobra Benefits	2,716	-	1,952	-	-100.0%	-	0.0%
9005 Retired Employee Benefits	1,557,326	2,160,449	1,658,648	1,754,441	5.8%	1,807,075	3.0%
700 SCCIC/COPS	270	300	250	300	20.2%	300	0.0%
TOTAL OPERATING EXPENSES	34,519,065	40,935,309	35,451,535	37,359,767	5.4%	38,681,297	3.5%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Administration - 1100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	410,679	376,042	340,274	347,220	2.0%	416,015	19.8%
501023 Other OT	239	584	96	-	-100.0%	-	0.0%
Totals	410,918	376,626	340,370	347,220	2.0%	416,015	19.8%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	7,815	7,761	8,189	6,951	-15.1%	8,229	18.4%
502021 Retirement	75,311	71,613	64,072	57,221	-10.7%	78,204	36.7%
502031 Medical Ins	72,118	64,953	58,031	50,154	-13.6%	58,041	15.7%
502041 Dental Ins	7,439	5,714	5,784	4,821	-16.6%	5,546	15.0%
502045 Vision Ins	2,028	1,842	1,623	1,360	-16.2%	1,575	15.9%
502051 Life Ins/AD&D	857	876	755	629	-16.7%	754	19.8%
502060 State Disability Ins (SDI)	4,026	5,289	3,602	3,477	-3.5%	4,433	27.5%
502061 Long Term Disability Ins	4,294	10,166	5,670	4,982	-12.1%	7,021	40.9%
502071 State Unemployment Ins (SUI)	1,069	886	1,152	840	-27.1%	1,050	25.0%
502081 Worker's Comp Ins	11,047	17,137	10,323	9,302	-9.9%	9,568	2.9%
502101 Holiday Pay	5,985	7,054	5,793	4,881	-15.7%	5,921	21.3%
502103 Floating Holiday	16,878	18,665	18,665	12,475	-33.2%	19,402	55.5%
502109 Sick Leave	32,943	69,442	92,399	19,524	-78.9%	23,685	21.3%
502111 Annual Leave	71,987	60,728	67,588	92,211	36.4%	98,774	7.1%
502121 Other Paid Absence	104	3,292	3,320	3,051	-8.1%	3,701	21.3%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	5,101	8,000	4,959	4,029	-18.8%	5,024	24.7%
Totals	319,002	353,417	351,923	275,908	-21.6%	330,928	19.9%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Administration - 1100**

ACCOUNT	ACTUAL	PUBLISHED	PROJECTED		% CHANGE		% CHANGE
	FY09	BUDGET	ACTUAL	BUDGET	PROJ FY10	BUDGET	BUDG FY11
		FY10	FY10	FY11	BUDG FY11	FY12	BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	1,300	-	1,300	100.0%	1,339	3.0%
503031 Prof/Technical Fees	29,460	42,232	12,060	17,232	42.9%	17,749	3.0%
503032 Legislative Services	90,000	103,400	90,000	103,400	14.9%	106,502	3.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	661	-	23,129	-	-100.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	3,300	8,100	2,349	8,100	244.8%	8,343	3.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	5,467	11,700	4,545	11,700	157.4%	12,051	3.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	128,888	166,732	132,083	141,732	7.3%	145,984	3.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Administration - 1100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	4,773	11,800	6,581	11,800	79.3%	12,154	3.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	6,023	10,487	1,065	10,487	884.7%	10,802	3.0%
504217 Photo Supp/Process	-	100	-	100	100.0%	103	3.0%
504311 Office Supplies	4,500	8,790	4,730	8,790	85.9%	9,054	3.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	15,296	31,177	12,375	31,177	151.9%	32,112	3.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Administration - 1100**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	48,261	54,450	49,814	54,450	9.3%	56,084	3.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	4,781	31,100	5,321	31,100	484.5%	32,033	3.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	35,217	84,780	33,338	88,780	166.3%	91,443	3.0%
509125 Local Meeting Expense	4,224	4,700	2,664	4,700	76.4%	4,841	3.0%
509127 Board Director Fees	10,350	13,200	7,575	13,200	74.3%	13,596	3.0%
509150 Contributions	-	-	2,970	-	-100.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	102,833	188,230	101,681	192,230	89.1%	197,997	3.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	587	620	759	620	-18.3%	639	3.0%
Totals	587	620	759	620	-18.3%	639	3.0%
PERSONNEL TOTAL	729,920	730,042	692,293	623,127	-10.0%	746,943	19.9%
NON-PERSONNEL TOTAL	247,604	386,759	246,897	365,759	48.1%	376,732	3.0%
DEPARTMENT TOTALS	977,524	1,116,801	939,190	988,886	5.3%	1,123,675	13.6%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Finance - 1200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	554,899	698,081	675,719	774,527	14.6%	767,197	-0.9%
501023 Other OT	122	551	413	620	50.2%	614	-0.9%
Totals	555,021	698,632	676,132	775,147	14.6%	767,811	-0.9%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	10,452	11,974	12,105	13,363	10.4%	13,161	-1.5%
502021 Retirement	87,931	106,594	104,961	124,264	18.4%	137,965	11.0%
502031 Medical Ins	96,283	130,921	117,862	131,716	11.8%	121,906	-7.4%
502041 Dental Ins	9,916	15,306	12,348	13,784	11.6%	13,038	-5.4%
502045 Vision Ins	3,129	4,019	3,960	4,419	11.6%	4,201	-4.9%
502051 Life Ins/AD&D	1,199	1,590	1,461	1,614	10.4%	1,549	-4.0%
502060 State Disability Ins (SDI)	6,357	11,539	7,364	9,553	29.7%	9,382	-1.8%
502061 Long Term Disability Ins	6,245	11,876	7,407	10,500	41.8%	10,149	-3.3%
502071 State Unemployment Ins (SUI)	2,198	1,932	2,753	2,891	5.0%	2,730	-5.6%
502081 Worker's Comp Ins	7,972	37,391	9,546	27,907	192.3%	28,704	2.9%
502101 Holiday Pay	8,113	9,528	13,511	10,859	-19.6%	10,473	-3.6%
502103 Floating Holiday	8,515	9,465	3,527	10,145	187.6%	10,449	3.0%
502109 Sick Leave	41,585	36,769	19,949	42,094	111.0%	40,548	-3.7%
502111 Annual Leave	100,606	66,199	75,824	77,364	2.0%	72,662	-6.1%
502121 Other Paid Absence	3,882	5,745	7,637	6,577	-13.9%	6,336	-3.7%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	4,149	6,228	5,492	5,518	0.5%	5,497	-0.4%
Totals	398,533	467,076	405,707	492,566	21.4%	488,750	-0.8%

7.a11

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Finance - 1200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	79,765	103,000	116,819	95,000	-18.7%	95,000	0.0%
503012 Admin/Bank Fees	185,836	215,280	152,324	258,000	69.4%	314,000	21.7%
503031 Prof/Technical Fees	3,200	-	-	32,000	100.0%	6,500	-79.7%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	1,707	-	152,833	-	-100.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	4,347	7,100	6,321	6,000	-5.1%	6,000	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	-	515	716	600	-16.1%	600	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	274,855	325,895	429,012	391,600	-8.7%	422,100	7.8%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a12

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Finance - 1200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	180	106	422	250	-40.7%	250	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	1,140	2,100	398	2,000	403.1%	2,000	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	3,302	8,550	4,866	6,000	23.3%	6,000	0.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	4,622	10,756	5,685	8,250	45.1%	8,250	0.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	71,469	121,898	80,790	115,000	42.3%	115,000	0.0%
506015 Insurance - PL/PD	481,462	525,300	457,208	525,300	14.9%	525,300	0.0%
506021 Insurance - Other	711	800	1,067	750	-29.7%	750	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	553,642	647,998	539,064	641,050	18.9%	641,050	0.0%

7.a13

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Finance - 1200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	1,252	2,150	770	1,200	55.9%	1,250	4.2%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	522	500	159	500	214.5%	500	0.0%
Totals	1,774	2,650	929	1,700	83.1%	1,750	2.9%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	953,554	1,165,708	1,081,839	1,267,712	17.2%	1,256,561	-0.9%
NON-PERSONNEL TOTAL	834,893	987,299	974,689	1,042,600	7.0%	1,073,150	2.9%
DEPARTMENT TOTALS	1,788,447	2,153,007	2,056,528	2,310,312	12.3%	2,329,711	0.8%

7.a14

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Customer Service - 1300

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	226,115	237,483	206,156	267,086	29.6%	277,205	3.8%
501023 Other OT	1,064	5,000	561	9,386	1573.1%	9,671	3.0%
Totals	227,179	242,483	206,717	276,472	33.7%	286,876	3.8%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	1,889	2,744	2,364	4,716	99.5%	4,894	3.8%
502021 Retirement	37,947	38,796	32,585	43,855	34.6%	51,301	17.0%
502031 Medical Ins	74,870	91,128	60,554	72,147	19.1%	74,312	3.0%
502041 Dental Ins	8,095	10,367	6,801	8,702	27.9%	8,963	3.0%
502045 Vision Ins	1,892	2,009	1,692	2,039	20.5%	2,101	3.0%
502051 Life Ins/AD&D	630	702	531	656	23.6%	676	3.0%
502060 State Disability Ins (SDI)	2,747	5,769	2,688	3,578	33.1%	3,713	3.8%
502061 Long Term Disability Ins	3,397	3,297	2,850	3,441	20.7%	3,573	3.9%
502071 State Unemployment Ins (SUI)	966	966	1,256	1,260	0.3%	1,260	0.0%
502081 Worker's Comp Ins	4,799	17,918	3,761	13,953	271.1%	14,352	2.9%
502101 Holiday Pay	3,214	3,269	2,702	3,676	36.0%	3,817	3.9%
502103 Floating Holiday	-	-	-	-	0.0%	-	0.0%
502109 Sick Leave	5,548	13,075	8,402	14,704	75.0%	15,270	3.9%
502111 Annual Leave	41,014	34,084	42,567	37,472	-12.0%	38,825	3.6%
502121 Other Paid Absence	1,187	2,043	1,502	2,297	53.0%	2,386	3.9%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	164	185	606	1,393	129.8%	1,399	0.4%
Totals	188,359	226,352	170,859	213,888	25.2%	226,840	6.1%

7.a15

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Customer Service - 1300

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	13,156	14,500	14,061	16,000	13.8%	16,000	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	-	-	-	-	0.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	4,000	-	4,000	100.0%	4,000	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	1,012	2,100	1,827	1,500	-17.9%	1,500	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	14,168	20,600	15,888	21,500	35.3%	21,500	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a16

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Customer Service - 1300

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	3,001	6,000	4,536	4,000	-11.8%	4,200	5.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	57,601	65,000	37,380	65,000	73.9%	46,500	-28.5%
504217 Photo Supp/Process	2,750	4,300	-	5,000	100.0%	5,000	0.0%
504311 Office Supplies	1,565	4,000	1,811	4,000	120.9%	4,500	12.5%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	64,917	79,300	43,727	78,000	78.4%	60,200	-22.8%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.a17

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Customer Service - 1300

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	1,722	1,900	1,575	2,500	58.7%	2,800	12.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	1,722	1,900	1,575	2,500	58.7%	2,800	12.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	-	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	22	500	-	500	100.0%	500	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	22	500	-	500	100.0%	500	0.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	601	1,600	666	1,600	140.2%	1,800	12.5%
Totals	601	1,600	666	1,600	140.2%	1,800	12.5%
PERSONNEL TOTAL	415,538	468,836	377,575	490,360	29.9%	513,716	4.8%
NON-PERSONNEL TOTAL	81,430	103,900	61,856	104,100	68.3%	86,800	-16.6%
DEPARTMENT TOTALS	496,968	572,736	439,431	594,460	35.3%	600,516	1.0%

7.a18

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Human Resources - 1400

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	319,156	349,386	291,213	321,678	10.5%	333,478	3.7%
501023 Other OT	1,420	1,400	551	997	81.1%	1,034	3.7%
Totals	320,576	350,786	291,764	322,675	10.6%	334,512	3.7%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	5,747	6,032	5,291	5,538	4.7%	5,741	3.7%
502021 Retirement	50,857	55,658	47,328	51,501	8.8%	60,180	16.9%
502031 Medical Ins	69,767	80,041	68,028	57,397	-15.6%	59,119	3.0%
502041 Dental Ins	7,282	7,654	6,327	5,451	-13.8%	5,615	3.0%
502045 Vision Ins	1,974	2,009	1,815	1,700	-6.4%	1,750	3.0%
502051 Life Ins/AD&D	827	888	770	739	-4.0%	761	3.0%
502060 State Disability Ins (SDI)	3,508	5,769	3,269	3,869	18.4%	4,013	3.7%
502061 Long Term Disability Ins	3,869	7,292	3,672	4,428	20.6%	4,589	3.6%
502071 State Unemployment Ins (SUI)	1,072	966	1,256	1,050	-16.4%	1,050	0.0%
502081 Worker's Comp Ins	16,208	18,696	5,114	11,628	127.4%	11,960	2.9%
502101 Holiday Pay	4,515	4,800	4,101	4,407	7.5%	4,568	3.7%
502103 Floating Holiday	8,230	8,906	8,906	9,173	3.0%	9,448	3.0%
502109 Sick Leave	18,383	19,199	10,323	17,628	70.8%	18,273	3.7%
502111 Annual Leave	40,703	30,689	30,374	26,298	-13.4%	27,301	3.8%
502121 Other Paid Absence	3,535	3,000	20,408	2,754	-86.5%	2,855	3.7%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	2,782	4,781	4,094	4,061	-0.8%	4,066	0.1%
Totals	239,260	256,380	221,072	207,621	-6.1%	221,289	6.6%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Human Resources - 1400

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	13,295	115,800	9,111	39,200	330.2%	89,200	127.6%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	12,445	12,440	12,221	7,300	-40.3%	7,519	3.0%
503041 Temp Help	-	-	37,578	-	-100.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	2,819	11,000	1,779	15,000	743.2%	15,450	3.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	-	-	-	-	0.0%	-	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	28,559	139,240	60,689	61,500	1.3%	112,169	82.4%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a20

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Human Resources - 1400

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	414	750	92	1,000	992.9%	1,030	3.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	1,332	200	3,435	5,200	51.4%	5,356	3.0%
504217 Photo Supp/Process	234	-	(113)	-	-100.0%	-	0.0%
504311 Office Supplies	999	1,500	1,260	1,500	19.0%	1,545	3.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	2,979	2,450	4,674	7,700	64.7%	7,931	3.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.a21

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Human Resources - 1400

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	1,490	1,270	575	1,275	121.9%	1,313	3.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	14,553	49,765	6,854	43,575	535.8%	43,727	0.3%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	250	250	-	250	100.0%	258	3.2%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	16,293	51,285	7,428	45,100	507.2%	45,298	0.4%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	559,836	607,166	512,836	530,296	3.4%	555,801	4.8%
NON-PERSONNEL TOTAL	47,831	192,975	72,791	114,300	57.0%	165,398	44.7%
DEPARTMENT TOTALS	607,666	800,140	585,625	644,595	10.1%	721,198	11.9%

7.a22

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Information Technology - 1500

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	319,264	308,786	342,644	317,995	-7.2%	327,475	3.0%
501023 Other OT	491	2,090	3,405	1,399	-58.9%	1,441	3.0%
Totals	319,755	310,876	346,049	319,394	-7.7%	328,916	3.0%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	5,761	5,417	5,598	5,578	-0.3%	5,745	3.0%
502021 Retirement	48,761	49,983	49,560	51,875	4.7%	60,222	16.1%
502031 Medical Ins	53,266	60,858	55,994	57,007	1.8%	58,717	3.0%
502041 Dental Ins	6,041	6,350	6,042	6,132	1.5%	6,316	3.0%
502045 Vision Ins	1,316	1,340	1,320	1,360	3.0%	1,400	3.0%
502051 Life Ins/AD&D	608	654	611	629	3.1%	648	3.0%
502060 State Disability Ins (SDI)	3,249	3,846	3,219	3,776	17.3%	3,889	3.0%
502061 Long Term Disability Ins	2,923	6,802	2,928	4,446	51.8%	4,579	3.0%
502071 State Unemployment Ins (SUI)	644	644	837	840	0.3%	840	0.0%
502081 Worker's Comp Ins	3,164	12,465	2,894	9,302	221.5%	9,568	2.9%
502101 Holiday Pay	4,065	4,287	4,236	4,416	4.2%	4,548	3.0%
502103 Floating Holiday	8,793	9,177	9,177	9,451	3.0%	9,735	3.0%
502109 Sick Leave	17,871	17,149	5,928	17,664	198.0%	18,194	3.0%
502111 Annual Leave	41,518	31,486	20,453	32,433	58.6%	33,406	3.0%
502121 Other Paid Absence	2,714	2,680	74	2,760	3655.1%	2,843	3.0%
502251 Phys. Exams	0	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	2,724	4,720	4,047	4,029	-0.5%	4,032	0.1%
Totals	203,420	217,857	172,916	211,698	22.4%	224,683	6.1%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Information Technology - 1500

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	15,300	52,143	49,446	13,500	-72.7%	13,910	3.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	4,342	-	-	-	0.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	55,223	100,507	90,180	155,190	72.1%	159,970	3.1%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	74,865	152,650	139,626	168,690	20.8%	173,880	3.1%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a24

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Information Technology - 1500

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	-	210	-	50	100.0%	50	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	-	-	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	24,602	26,300	29,019	23,427	-19.3%	24,130	3.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	24,602	26,510	29,019	23,477	-19.1%	24,180	3.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.a25

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Information Technology - 1500

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	30	150	-	100	100.0%	100	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	6,000	8,300	8,100	8,000	-1.2%	8,240	3.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	6,030	8,450	8,100	8,100	0.0%	8,340	3.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	523,175	528,732	518,964	531,092	2.3%	553,599	4.2%
NON-PERSONNEL TOTAL	105,497	187,610	176,745	200,267	13.3%	206,400	3.1%
DEPARTMENT TOTALS	628,672	716,342	695,709	731,359	5.1%	759,999	3.9%

7.a26

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

District Counsel - 1700

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	285,870	285,411	298,686	303,537	1.6%	312,614	3.0%
501023 Other OT	69	270	-	-	0.0%	-	0.0%
Totals	285,939	285,682	298,686	303,537	1.6%	312,614	3.0%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	5,132	5,046	5,547	5,368	-3.2%	5,529	3.0%
502021 Retirement	44,489	46,559	45,729	49,920	9.2%	57,957	16.1%
502031 Medical Ins	35,936	38,860	37,878	37,356	-1.4%	38,477	3.0%
502041 Dental Ins	3,787	4,479	3,672	3,829	4.3%	3,944	3.0%
502045 Vision Ins	1,316	1,340	1,320	1,360	3.0%	1,400	3.0%
502051 Life Ins/AD&D	521	561	518	533	3.1%	549	3.0%
502060 State Disability Ins (SDI)	2,559	3,846	2,415	3,091	28.0%	3,183	3.0%
502061 Long Term Disability Ins	2,631	5,996	2,817	4,237	50.4%	4,364	3.0%
502071 State Unemployment Ins (SUI)	644	644	840	840	0.0%	840	0.0%
502081 Worker's Comp Ins	2,874	12,465	2,894	9,302	221.5%	9,568	2.9%
502101 Holiday Pay	3,790	3,997	3,967	4,254	7.2%	4,382	3.0%
502103 Floating Holiday	6,933	7,141	7,141	7,723	8.2%	7,955	3.0%
502109 Sick Leave	15,464	15,988	38,557	17,015	-55.9%	17,526	3.0%
502111 Annual Leave	39,342	32,937	20,210	35,028	73.3%	36,080	3.0%
502121 Other Paid Absence	1,163	2,498	3,990	2,659	-33.4%	2,738	3.0%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	1,419	2,422	2,087	2,079	-0.4%	2,082	0.2%
Totals	168,000	184,778	179,580	184,593	2.8%	196,576	6.5%

7.a27

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

District Counsel - 1700

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	-	-	-	-	0.0%	-	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	5,000	48	5,000	10316.7%	5,000	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	-	-	614	-	-100.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	-	-	-	-	0.0%	-	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	-	5,000	662	5,000	655.9%	5,000	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a28

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

District Counsel - 1700

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	49	-	-	-	0.0%	-	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	-	-	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	1,128	800	927	900	-2.9%	1,000	11.1%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	1,177	800	927	900	-2.9%	1,000	11.1%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.a29

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**
District Counsel - 1700

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	9,888	7,500	10,146	8,000	-21.2%	9,000	12.5%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	2,382	5,000	3,629	4,000	10.2%	4,000	0.0%
509123 Travel	1,043	2,000	549	2,000	264.3%	2,000	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	13,313	14,500	14,324	14,000	-2.3%	15,000	7.1%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	453,939	470,459	478,266	488,130	2.1%	509,190	4.3%
NON-PERSONNEL TOTAL	14,490	20,300	15,912	19,900	25.1%	21,000	5.5%
DEPARTMENT TOTALS	468,429	490,759	494,178	508,030	2.8%	530,190	4.4%

7.a30

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Risk Management - 1800

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	-	-	-	-	0.0%	-	0.0%
501023 Other OT	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	-	-	-	-	0.0%	-	0.0%
502021 Retirement	-	-	-	-	0.0%	-	0.0%
502031 Medical Ins	-	-	-	-	0.0%	-	0.0%
502041 Dental Ins	-	-	-	-	0.0%	-	0.0%
502045 Vision Ins	-	-	-	-	0.0%	-	0.0%
502051 Life Ins/AD&D	-	-	-	-	0.0%	-	0.0%
502060 State Disability Ins (SDI)	-	-	-	-	0.0%	-	0.0%
502061 Long Term Disability Ins	-	-	-	-	0.0%	-	0.0%
502071 State Unemployment Ins (SUI)	-	-	-	-	0.0%	-	0.0%
502081 Worker's Comp Ins	-	-	-	-	0.0%	-	0.0%
502101 Holiday Pay	-	-	-	-	0.0%	-	0.0%
502103 Floating Holiday	-	-	-	-	0.0%	-	0.0%
502109 Sick Leave	-	-	-	-	0.0%	-	0.0%
502111 Annual Leave	-	-	-	-	0.0%	-	0.0%
502121 Other Paid Absence	-	-	-	-	0.0%	-	0.0%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.a31

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Risk Management - 1800**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	4,855	50,000	9,699	50,000	415.5%	50,000	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	1,473	50,000	21,384	50,000	133.8%	50,000	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	-	-	-	-	0.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	-	-	-	-	0.0%	-	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	6,328	100,000	31,083	100,000	221.7%	100,000	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a32

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Risk Management - 1800

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	20	-	-	-	0.0%	-	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	-	-	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	-	-	-	-	0.0%	-	0.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	20	-	-	-	0.0%	-	0.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	162,577	150,000	36,110	150,000	315.4%	150,000	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	162,577	150,000	36,110	150,000	315.4%	150,000	0.0%

7.a33

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Risk Management - 1800

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	-	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	-	-	-	-	0.0%	-	0.0%
NON-PERSONNEL TOTAL	168,925	250,000	67,193	250,000	272.1%	250,000	0.0%
DEPARTMENT TOTALS	168,925	250,000	67,193	250,000	272.1%	250,000	0.0%

7.a34

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Facilities Maintenance - 2200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	478,485	510,123	478,824	497,611	3.9%	517,429	4.0%
501023 Other OT	43,270	32,201	44,702	48,517	8.5%	50,449	4.0%
Totals	521,755	542,324	523,526	546,128	4.3%	567,878	4.0%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	7,418	9,013	7,391	8,811	19.2%	9,159	3.9%
502021 Retirement	80,413	83,168	78,323	81,940	4.6%	96,013	17.2%
502031 Medical Ins	171,150	211,171	170,793	179,756	5.2%	185,149	3.0%
502041 Dental Ins	19,859	20,359	19,941	18,714	-6.2%	19,275	3.0%
502045 Vision Ins	4,086	4,354	3,960	4,079	3.0%	4,201	3.0%
502051 Life Ins/AD&D	1,358	1,521	1,275	1,313	3.0%	1,352	3.0%
502060 State Disability Ins (SDI)	6,143	12,500	6,942	6,685	-3.7%	6,948	3.9%
502061 Long Term Disability Ins	6,625	7,235	6,863	6,563	-4.4%	6,822	3.9%
502071 State Unemployment Ins (SUI)	2,254	2,093	2,721	2,471	-9.2%	2,471	0.0%
502081 Worker's Comp Ins	10,997	40,509	8,873	27,907	214.5%	28,704	2.9%
502101 Holiday Pay	8,622	7,172	6,669	7,012	5.1%	7,288	3.9%
502103 Floating Holiday	2,995	-	1,340	-	-100.0%	-	0.0%
502109 Sick Leave	20,216	28,689	19,950	28,047	40.6%	29,154	3.9%
502111 Annual Leave	66,422	71,119	63,597	70,631	11.1%	73,237	3.7%
502121 Other Paid Absence	11,264	4,483	12,638	4,382	-65.3%	4,555	3.9%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	361	408	375	386	2.8%	397	3.0%
Totals	420,181	503,793	411,648	448,696	9.0%	474,726	5.8%

7.a35

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Facilities Maintenance - 2200**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	14,761	17,800	15,284	14,700	-3.8%	14,700	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	20,717	-	25,161	-	-100.0%	-	0.0%
503161 Custodial Services	68,499	66,100	61,569	50,000	-18.8%	50,000	0.0%
503162 Uniforms/Laundry	3,331	4,700	2,736	3,000	9.6%	3,000	0.0%
503171 Security Services	7,114	9,200	7,889	8,000	1.4%	8,000	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	73,337	91,500	75,000	100,000	33.3%	100,000	0.0%
503352 Repair - Equipment	200,165	218,050	320,748	320,000	-0.2%	320,000	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	51,806	46,000	53,726	49,500	-7.9%	49,500	0.0%
Totals	439,730	453,350	562,112	545,200	-3.0%	545,200	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a36

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Facilities Maintenance - 2200**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	-	-	32	-	-100.0%	-	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	102	550	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	1,783	3,200	953	1,500	57.5%	1,500	0.0%
504315 Safety Supplies	4,479	6,200	5,679	8,000	40.9%	8,000	0.0%
504317 Cleaning Supplies	26,191	33,100	29,922	25,000	-16.4%	25,000	0.0%
504409 Repair/Maint Supplies	45,834	57,300	37,646	40,000	6.3%	40,000	0.0%
504421 Non-Inventory Parts	1,109	5,300	2,171	4,000	84.3%	4,000	0.0%
504511 Small Tools	35	3,600	830	2,000	141.1%	2,000	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	79,533	109,250	77,231	80,500	4.2%	80,500	0.0%
UTILITIES							
505011 Gas & Electric	183,850	229,212	185,000	211,000	14.1%	211,000	0.0%
505021 Water & Garbage	131,072	128,171	135,132	143,800	6.4%	143,800	0.0%
505031 Telecommunications	70,318	55,157	88,482	85,000	-3.9%	85,000	0.0%
Totals	385,240	412,540	408,614	439,800	7.6%	439,800	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	(495)	-	-	-	0.0%	-	0.0%
Totals	(495)	-	-	-	0.0%	-	0.0%

7.a37

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Facilities Maintenance - 2200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	10,930	13,000	21,137	20,000	-5.4%	20,000	0.0%
507999 Other Taxes	21,012	27,000	24,026	30,000	24.9%	30,000	0.0%
Totals	31,942	40,000	45,162	50,000	10.7%	50,000	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	329	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	329	-	-	-	0.0%	-	0.0%
LEASES & RENTALS							
512011 Facility Lease	693,584	495,742	518,867	175,000	-66.3%	158,000	-9.7%
512061 Equipment Rental	9,592	11,540	4,005	10,000	149.7%	10,000	0.0%
Totals	703,176	507,282	522,872	185,000	-64.6%	168,000	-9.2%
PERSONNEL TOTAL	941,936	1,046,117	935,173	994,825	6.4%	1,042,604	4.8%
NON-PERSONNEL TOTAL	1,639,455	1,522,422	1,615,990	1,300,500	-19.5%	1,283,500	-1.3%
DEPARTMENT TOTALS	2,581,391	2,568,539	2,551,163	2,295,325	-10.0%	2,326,104	1.3%

7.a38

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Paratransit - 3100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	963,412	927,092	739,353	986,195	33.4%	1,048,099	6.3%
501013 Bus Operator OT	171,312	124,350	146,243	197,239	34.9%	209,620	6.3%
501021 Other Salaries	451,484	812,774	677,900	779,396	15.0%	821,106	5.4%
501023 Other OT	35,936	74,200	75,323	74,978	-0.5%	78,990	5.4%
Totals	1,622,144	1,938,416	1,638,818	2,037,807	24.3%	2,157,815	5.9%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	27,333	29,221	28,631	29,653	3.6%	31,394	5.9%
502021 Retirement	224,059	269,637	223,935	275,751	23.1%	329,096	19.3%
502031 Medical Ins	613,338	798,613	667,675	723,545	8.4%	745,251	3.0%
502041 Dental Ins	56,563	67,798	58,713	65,892	12.2%	67,869	3.0%
502045 Vision Ins	16,728	18,755	16,830	18,015	7.0%	18,555	3.0%
502051 Life Ins/AD&D	5,759	6,738	5,592	5,893	5.4%	6,070	3.0%
502060 State Disability Ins (SDI)	18,095	53,850	21,222	22,495	6.0%	23,816	5.9%
502061 Long Term Disability Ins	21,518	33,761	21,534	22,040	2.4%	23,354	6.0%
502071 State Unemployment Ins (SUI)	9,052	9,016	11,721	11,130	-5.0%	11,130	0.0%
502081 Worker's Comp Ins	120,642	174,499	160,401	123,256	-23.2%	126,777	2.9%
502101 Holiday Pay	36,901	56,230	44,451	56,899	28.0%	60,285	5.9%
502103 Floating Holiday	5,514	5,805	5,805	6,450	11.1%	6,976	8.2%
502109 Sick Leave	56,308	95,491	72,239	96,928	34.2%	102,694	5.9%
502111 Annual Leave	157,951	103,470	160,478	104,583	-34.8%	110,503	5.7%
502121 Other Paid Absence	15,148	14,360	12,302	14,575	18.5%	15,440	5.9%
502251 Phys. Exams	1,060	3,000	1,512	3,090	104.4%	3,183	3.0%
502253 Driver Lic Renewal	68	1,000	153	1,030	573.2%	1,061	3.0%
502999 Other Fringe Benefits	4,104	6,363	4,872	5,603	15.0%	5,654	0.9%
Totals	1,390,140	1,747,606	1,518,064	1,586,829	4.5%	1,689,109	6.4%

7.a39

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Paratransit - 3100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	16,667	8,000	3,285	8,000	143.5%	8,000	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	-	-	7,925	-	-100.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	2,394	3,600	743	3,600	384.8%	3,600	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	2,963	8,000	2,565	5,000	94.9%	5,000	0.0%
503353 Repair - Rev Vehicle	168,852	180,000	163,181	150,000	-8.1%	150,000	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	190,876	199,600	177,698	166,600	-6.2%	166,600	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	1,100	-	1,100	100.0%	1,100	0.0%
504012 Fuels & Lubricants - Rev Veh	149,746	250,000	161,603	320,000	98.0%	360,000	12.5%
504021 Tires & Tubes	21,078	26,000	17,936	26,000	45.0%	30,000	15.4%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	48,596	95,000	36,045	50,000	38.7%	60,000	20.0%
Totals	219,420	372,100	215,583	397,100	3	451,100	0

7.240

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Paratransit - 3100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	302	5,500	-	5,500	100.0%	5,500	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	1,607	7,000	-	7,000	100.0%	7,000	0.0%
504217 Photo Supp/Process	269	1,600	129	300	132.6%	300	0.0%
504311 Office Supplies	3,215	12,500	5,921	10,000	68.9%	10,000	0.0%
504315 Safety Supplies	439	1,300	804	1,300	61.7%	1,300	0.0%
504317 Cleaning Supplies	30	1,100	660	1,100	66.7%	1,100	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	1,100	-	1,000	100.0%	1,000	0.0%
504511 Small Tools	979	1,700	-	1,700	100.0%	1,700	0.0%
504515 Employee Tool Replacement	552	1,000	450	1,000	122.2%	1,000	0.0%
Totals	7,393	32,800	7,964	28,900	262.9%	28,900	0.0%
UTILITIES							
505011 Gas & Electric	-	-	-	14,000	100.0%	14,000	0.0%
505021 Water & Garbage	-	-	-	6,200	100.0%	6,200	0.0%
505031 Telecommunications	19,383	37,000	16,001	32,000	100.0%	32,000	0.0%
Totals	19,383	37,000	16,001	52,200	226.2%	52,200	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.241

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Paratransit - 3100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	800	-	500	100.0%	500	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	800	-	500	100.0%	500	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	176,002	250,000	320,210	250,000	-21.9%	250,000	0.0%
Totals	176,002	250,000	320,210	250,000	-21.9%	250,000	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	-	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	150	-	150	100.0%	150	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	-	150	-	150	100.0%	150	0.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	154,000	100.0%	158,000	2.6%
512061 Equipment Rental	799	800	525	5,200	890.5%	5,200	0.0%
Totals	799	800	525	159,200	30223.8%	163,200	2.5%
PERSONNEL TOTAL	3,012,285	3,686,022	3,156,882	3,624,637	14.8%	3,846,924	6.1%
NON-PERSONNEL TOTAL	613,873	893,250	737,979	1,054,650	42.9%	1,112,650	5.5%
DEPARTMENT TOTALS	3,626,158	4,579,272	3,894,861	4,679,287	20.1%	4,959,574	6.0%

7.242

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Operations - 3200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	1,092,997	1,110,162	1,109,889	1,100,818	-0.8%	1,140,219	3.6%
501023 Other OT	102,694	100,217	144,065	151,693	5.3%	157,122	3.6%
Totals	1,195,691	1,210,378	1,253,954	1,252,511	-0.1%	1,297,342	3.6%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	13,286	19,766	12,905	19,596	51.9%	20,293	3.6%
502021 Retirement	177,668	182,396	174,771	182,233	4.3%	212,729	16.7%
502031 Medical Ins	223,232	266,791	239,065	243,812	2.0%	251,127	3.0%
502041 Dental Ins	21,458	25,482	23,169	23,484	1.4%	24,189	3.0%
502045 Vision Ins	5,951	6,363	6,063	6,118	0.9%	6,302	3.0%
502051 Life Ins/AD&D	2,138	2,409	2,138	2,161	1.1%	2,225	3.0%
502060 State Disability Ins (SDI)	13,214	18,269	14,732	14,419	-2.1%	14,934	3.6%
502061 Long Term Disability Ins	12,434	18,318	12,363	14,871	20.3%	15,400	3.6%
502071 State Unemployment Ins (SUI)	3,215	3,059	3,977	3,780	-4.9%	3,780	0.0%
502081 Worker's Comp Ins	35,519	59,204	81,948	41,860	-48.9%	43,056	2.9%
502101 Holiday Pay	14,348	15,668	15,616	15,548	-0.4%	16,102	3.6%
502103 Floating Holiday	15,190	9,136	9,136	9,618	5.3%	9,906	3.0%
502109 Sick Leave	43,373	62,671	27,738	62,191	124.2%	64,410	3.6%
502111 Annual Leave	170,250	155,769	142,280	153,580	7.9%	158,834	3.4%
502121 Other Paid Absence	13,241	9,792	8,187	9,717	18.7%	10,064	3.6%
502251 Phys. Exams	450	500	915	515	-43.7%	530	3.0%
502253 Driver Lic Renewal	122	-	75	-	-100.0%	-	0.0%
502999 Other Fringe Benefits	3,237	5,189	4,766	4,478	-6.0%	4,496	0.4%
Totals	768,327	860,783	779,842	807,983	3.6%	858,378	6.2%

7.243

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Operations - 3200**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	28,740	30,900	24,021	32,000	33.2%	32,000	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	72,852	-	36,585	-	-100.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	841	565	122	500	311.5%	500	0.0%
503171 Security Services	351,093	397,168	333,476	366,332	9.9%	352,664	-3.7%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	3,086	4,000	2,315	2,500	8.0%	2,500	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	456,612	432,633	396,518	401,332	1.2%	387,664	-3.4%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Operations - 3200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	92	900	126	300	138.1%	300	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	7,978	15,000	18,834	12,800	-32.0%	11,500	-10.2%
504217 Photo Supp/Process	1,530	3,500	659	600	-8.9%	500	-16.7%
504311 Office Supplies	11,722	15,200	5,717	10,000	74.9%	10,000	0.0%
504315 Safety Supplies	105	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	21,427	34,600	25,335	23,700	-6.5%	22,300	-5.9%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	26,727	33,500	33,057	30,000	-9.2%	31,000	3.3%
Totals	26,727	33,500	33,057	30,000	-9.2%	31,000	3.3%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.245

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Operations - 3200

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	-	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
LEASES & RENTALS							
512011 Facility Lease	34,766	26,615	28,406	30,000	5.6%	30,300	1.0%
512061 Equipment Rental	2,687	5,000	4,973	3,000	-39.7%	3,000	0.0%
Totals	37,453	31,615	33,379	33,000	-1.1%	33,300	0.9%
PERSONNEL TOTAL	1,964,018	2,071,161	2,033,795	2,060,493	1.3%	2,155,720	4.6%
NON-PERSONNEL TOTAL	542,219	532,348	488,288	488,032	-0.1%	474,264	-2.8%
DEPARTMENT TOTALS	2,506,237	2,603,509	2,522,083	2,548,525	1.0%	2,629,984	3.2%

7.246

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Bus Operators - 3300

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	6,608,481	7,212,418	6,641,042	6,946,660	4.6%	7,061,116	1.6%
501013 Bus Operator OT	1,327,349	1,216,442	1,497,350	1,344,351	-10.2%	1,404,182	4.5%
501021 Other Salaries	-	-	-	-	0.0%	-	0.0%
501023 Other OT	-	-	-	-	0.0%	-	0.0%
Totals	7,935,831	8,428,860	8,138,391	8,291,011	1.9%	8,465,299	2.1%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	107,291	124,296	112,580	118,906	5.6%	120,810	1.6%
502021 Retirement	1,049,352	1,146,955	1,029,756	1,105,742	7.4%	1,266,420	14.5%
502031 Medical Ins	1,763,004	2,087,421	1,748,049	1,720,441	-1.6%	1,772,055	3.0%
502041 Dental Ins	184,403	208,879	186,956	176,577	-5.6%	181,874	3.0%
502045 Vision Ins	50,713	53,920	50,691	48,946	-3.4%	50,414	3.0%
502051 Life Ins/AD&D	16,561	18,837	15,645	15,752	0.7%	16,224	3.0%
502060 State Disability Ins (SDI)	89,791	154,807	101,351	90,204	-11.0%	91,649	1.6%
502061 Long Term Disability Ins	122,655	135,972	118,517	125,423	5.8%	127,445	1.6%
502071 State Unemployment Ins (SUI)	23,731	25,921	33,697	30,240	-10.3%	30,240	0.0%
502081 Worker's Comp Ins	454,078	501,683	245,342	339,535	38.4%	349,236	2.9%
502101 Holiday Pay	200,519	263,759	225,282	253,862	12.7%	258,066	1.7%
502103 Floating Holiday	-	-	-	-	0.0%	-	0.0%
502109 Sick Leave	334,408	412,123	277,713	396,660	42.8%	403,228	1.7%
502111 Annual Leave	789,819	690,684	884,378	651,048	-26.4%	661,448	1.6%
502121 Other Paid Absence	66,274	61,818	60,549	59,499	-1.7%	60,484	1.7%
502251 Phys. Exams	4,180	8,000	6,711	8,240	22.8%	8,487	3.0%
502253 Driver Lic Renewal	1,190	3,000	2,331	3,090	32.6%	3,183	3.0%
502999 Other Fringe Benefits	11,254	13,732	10,701	9,428	-11.9%	9,428	0.0%
Totals	5,269,221	5,911,808	5,110,246	5,153,593	0.8%	5,410,690	5.0%

7.247

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Bus Operators - 3300

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	-	-	-	-	0.0%	-	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	-	-	-	-	0.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	851	4,150	1,754	1,500	-14.5%	2,000	33.3%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	-	-	-	-	0.0%	-	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	851	4,150	1,754	1,500	-14.5%	2,000	33.3%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Bus Operators - 3300**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	-	-	-	-	0.0%	-	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	-	-	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	-	-	-	-	0.0%	-	0.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Bus Operators - 3300**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	-	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	3,313	3,500	3,500	3,500	0.0%	3,500	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	3,313	3,500	3,500	3,500	0.0%	3,500	0.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	13,205,051	14,340,668	13,248,637	13,444,603	1.5%	13,875,989	3.2%
NON-PERSONNEL TOTAL	4,164	7,650	5,254	5,000	-4.8%	5,500	10.0%
DEPARTMENT TOTALS	<u>13,209,215</u>	<u>14,348,318</u>	<u>13,253,891</u>	<u>13,449,603</u>	1.5%	<u>13,881,489</u>	3.2%

7.250

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Fleet Maintenance - 4100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	2,022,085	2,072,437	1,958,664	1,856,999	-5.2%	1,936,160	4.3%
501023 Other OT	87,795	94,031	73,317	71,494	-2.5%	74,542	4.3%
Totals	2,109,879	2,166,469	2,031,981	1,928,494	-5.1%	2,010,702	4.3%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	27,393	36,532	28,965	32,736	13.0%	33,899	3.6%
502021 Retirement	338,270	337,103	319,241	304,418	-4.6%	355,356	16.7%
502031 Medical Ins	538,040	604,278	518,923	507,217	-2.3%	522,434	3.0%
502041 Dental Ins	56,005	61,514	51,623	48,406	-6.2%	49,858	3.0%
502045 Vision Ins	14,505	14,736	13,613	12,916	-5.1%	13,304	3.0%
502051 Life Ins/AD&D	4,707	5,241	3,908	4,252	8.8%	4,380	3.0%
502060 State Disability Ins (SDI)	24,604	42,308	27,212	24,678	-9.3%	25,495	3.3%
502061 Long Term Disability Ins	27,625	30,480	23,750	24,533	3.3%	25,412	3.6%
502071 State Unemployment Ins (SUI)	7,060	7,084	9,209	7,882	-14.4%	7,882	0.0%
502081 Worker's Comp Ins	73,041	137,106	74,720	86,047	15.2%	88,505	2.9%
502101 Holiday Pay	25,492	29,071	24,923	26,050	4.5%	26,975	3.6%
502103 Floating Holiday	10,932	4,204	4,204	4,546	8.2%	4,917	8.2%
502109 Sick Leave	97,704	116,283	113,613	104,198	-8.3%	107,902	3.6%
502111 Annual Leave	272,722	279,295	270,750	249,551	-7.8%	245,058	-1.8%
502121 Other Paid Absence	23,354	18,169	18,000	16,281	-9.6%	16,860	3.6%
502251 Phys. Exams	1,050	1,800	848	1,854	118.8%	1,910	3.0%
502253 Driver Lic Renewal	-	400	179	412	130.8%	424	3.0%
502999 Other Fringe Benefits	3,028	4,882	3,530	3,171	-10.2%	3,208	1.2%
Totals	1,545,532	1,730,486	1,507,206	1,459,149	-3.2%	1,533,779	5.1%

7.251

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Fleet Maintenance - 4100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	1,524	3,200	3,300	2,500	-24.2%	2,500	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	85	-	-	-	0.0%	-	0.0%
503041 Temp Help	4,764	-	-	-	0.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	23,070	31,000	23,000	25,000	8.7%	25,000	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	2,588	200	488	-	-100.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	59,343	68,000	44,945	80,000	78.0%	80,000	0.0%
503353 Repair - Rev Vehicle	207,503	257,300	157,232	260,000	65.4%	260,000	0.0%
503354 Repair - Non Rev Vehicle	13,890	31,500	26,049	25,000	-4.0%	25,000	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	312,767	391,200	255,013	392,500	53.9%	392,500	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	138,057	206,300	139,052	150,000	7.9%	150,000	0.0%
504012 Fuels & Lubricants - Rev Veh	1,166,776	2,995,000	1,520,677	1,775,000	16.7%	1,775,000	0.0%
504021 Tires & Tubes	159,290	187,000	176,868	217,000	22.7%	217,000	0.0%
504161 Other Mobile Supplies	6,580	10,300	431	-	-100.0%	-	0.0%
504191 Rev Vehicle Parts	411,536	722,000	600,000	575,000	-4.2%	575,000	0.0%
Totals	1,882,239	4,120,600	2,437,027	2,717,000	-57%	2,717,000	-

7.252

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Fleet Maintenance - 4100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	1,981	3,600	1,575	2,500	58.7%	2,500	0.0%
504211 Postage & Mailing	298	1,000	581	500	-13.9%	500	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	280	800	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	400	-	-	0.0%	-	0.0%
504311 Office Supplies	4,250	7,400	2,771	4,500	62.4%	4,500	0.0%
504315 Safety Supplies	7,061	26,000	5,069	7,000	38.1%	7,000	0.0%
504317 Cleaning Supplies	4,296	25,000	4,700	7,000	49.0%	7,000	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	44,962	47,150	7,439	40,000	437.7%	40,000	0.0%
504511 Small Tools	2,349	5,200	1,422	5,000	251.6%	5,000	0.0%
504515 Employee Tool Replacement	809	1,700	1,035	2,000	93.2%	2,000	0.0%
Totals	66,286	118,250	24,590	68,500	178.6%	68,500	0.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	21,921	19,628	22,000	12.1%	22,000	0.0%
Totals	-	21,921	19,628	22,000	12.1%	22,000	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	(30,249)	-	-	-	0.0%	-	0.0%
Totals	(30,249)	-	-	-	0.0%	-	0.0%

7.253

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Fleet Maintenance - 4100

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	10,183	14,510	12,350	14,000	13.4%	14,000	0.0%
507201 Licenses & Permits	-	100	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	10,183	14,610	12,350	14,000	13.4%	14,000	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	771	1,300	837	1,000	19.5%	1,000	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	771	1,300	837	1,000	19.5%	1,000	0.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	1,710	10,300	2,205	2,000	-9.3%	2,000	0.0%
Totals	1,710	10,300	2,205	2,000	-9.3%	2,000	0.0%
PERSONNEL TOTAL	3,655,411	3,896,955	3,539,187	3,387,642	-4.3%	3,544,481	4.6%
NON-PERSONNEL TOTAL	2,243,707	4,678,181	2,751,648	3,217,000	16.9%	3,217,000	0.0%
DEPARTMENT TOTALS	5,899,119	8,575,136	6,290,834	6,604,642	5.0%	6,761,481	2.4%

7.254

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
COBRA Benefits - 9001**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	-	-	-	-	0.0%	-	0.0%
501023 Other OT	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	-	-	-	-	0.0%	-	0.0%
502021 Retirement	-	-	-	-	0.0%	-	0.0%
502031 Medical Ins	0	-	1,722	-	-100.0%	-	0.0%
502041 Dental Ins	2,699	-	(276)	-	-100.0%	-	0.0%
502045 Vision Ins	17	-	506	-	-100.0%	-	0.0%
502051 Life Ins/AD&D	-	-	-	-	0.0%	-	0.0%
502060 State Disability Ins (SDI)	-	-	-	-	0.0%	-	0.0%
502061 Long Term Disability Ins	-	-	-	-	0.0%	-	0.0%
502071 State Unemployment Ins (SUI)	-	-	-	-	0.0%	-	0.0%
502081 Worker's Comp Ins	-	-	-	-	0.0%	-	0.0%
502101 Holiday Pay	-	-	-	-	0.0%	-	0.0%
502103 Floating Holiday	-	-	-	-	0.0%	-	0.0%
502109 Sick Leave	-	-	-	-	0.0%	-	0.0%
502111 Annual Leave	-	-	-	-	0.0%	-	0.0%
502121 Other Paid Absence	-	-	-	-	0.0%	-	0.0%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	-	-	-	-	0.0%	-	0.0%
Totals	2,716	-	1,952	-	-100.0%	-	0.0%

7.a55

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 COBRA Benefits - 9001**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	-	-	-	-	0.0%	-	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	-	-	-	-	0.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	-	-	-	-	0.0%	-	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a56

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 COBRA Benefits - 9001**

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	-	-	-	-	0.0%	-	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	-	-	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	-	-	-	-	0.0%	-	0.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.a57

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 COBRA Benefits - 9001

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	-	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	2,716	-	1,952	-	-100.0%	-	0.0%
NON-PERSONNEL TOTAL	-	-	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	2,716	-	1,952	-	-100.0%	-	0.0%

7.a58

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Retired Employee Benefits - 9005

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
LABOR							
501011 Bus Operator Pay	-	-	-	-	0.0%	-	0.0%
501013 Bus Operator OT	-	-	-	-	0.0%	-	0.0%
501021 Other Salaries	-	-	-	-	0.0%	-	0.0%
501023 Other OT	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	-	-	-	-	0.0%	-	0.0%
502021 Retirement	-	-	-	-	0.0%	-	0.0%
502031 Medical Ins	1,396,698	1,899,556	1,494,701	1,587,790	6.2%	1,635,424	3.0%
502041 Dental Ins	90,190	122,850	97,331	98,801	1.5%	101,765	3.0%
502045 Vision Ins	29,835	33,826	30,758	32,970	7.2%	33,959	3.0%
502051 Life Ins/AD&D	8,099	11,817	9,695	9,292	-4.2%	9,570	3.0%
502060 State Disability Ins (SDI)	-	-	-	-	0.0%	-	0.0%
502061 Long Term Disability Ins	-	-	-	-	0.0%	-	0.0%
502071 State Unemployment Ins (SUI)	-	-	-	-	0.0%	-	0.0%
502081 Worker's Comp Ins	-	-	-	-	0.0%	-	0.0%
502101 Holiday Pay	-	-	-	-	0.0%	-	0.0%
502103 Floating Holiday	-	-	-	-	0.0%	-	0.0%
502109 Sick Leave	-	-	-	-	0.0%	-	0.0%
502111 Annual Leave	-	-	-	-	0.0%	-	0.0%
502121 Other Paid Absence	-	-	-	-	0.0%	-	0.0%
502251 Phys. Exams	-	-	-	-	0.0%	-	0.0%
502253 Driver Lic Renewal	-	-	-	-	0.0%	-	0.0%
502999 Other Fringe Benefits	32,504	92,400	26,165	25,589	-2.2%	26,357	3.0%
Totals	1,557,326	2,160,449	1,658,648	1,754,441	5.8%	1,807,075	3.0%

7.a59

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Retired Employee Benefits - 9005

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	-	-	-	-	0.0%	-	0.0%
503012 Admin/Bank Fees	-	-	-	-	0.0%	-	0.0%
503031 Prof/Technical Fees	-	-	-	-	0.0%	-	0.0%
503032 Legislative Services	-	-	-	-	0.0%	-	0.0%
503033 Legal Services	-	-	-	-	0.0%	-	0.0%
503034 Pre-Employment Exams	-	-	-	-	0.0%	-	0.0%
503041 Temp Help	-	-	-	-	0.0%	-	0.0%
503161 Custodial Services	-	-	-	-	0.0%	-	0.0%
503162 Uniforms/Laundry	-	-	-	-	0.0%	-	0.0%
503171 Security Services	-	-	-	-	0.0%	-	0.0%
503221 Classified/Legal Ads	-	-	-	-	0.0%	-	0.0%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	-	-	-	0.0%	-	0.0%
503351 Repair - Bldg & Impr	-	-	-	-	0.0%	-	0.0%
503352 Repair - Equipment	-	-	-	-	0.0%	-	0.0%
503353 Repair - Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503354 Repair - Non Rev Vehicle	-	-	-	-	0.0%	-	0.0%
503363 Haz Mat Disposal	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	-	-	-	-	0.0%	-	0.0%
504012 Fuels & Lubricants - Rev Veh	-	-	-	-	0.0%	-	0.0%
504021 Tires & Tubes	-	-	-	-	0.0%	-	0.0%
504161 Other Mobile Supplies	-	-	-	-	0.0%	-	0.0%
504191 Rev Vehicle Parts	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	-	-	-

7.a60

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Retired Employee Benefits - 9005

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	-	-	-	-	0.0%	-	0.0%
504211 Postage & Mailing	-	-	-	-	0.0%	-	0.0%
504214 Promotional Items	-	-	-	-	0.0%	-	0.0%
504215 Printing	-	-	-	-	0.0%	-	0.0%
504217 Photo Supp/Process	-	-	-	-	0.0%	-	0.0%
504311 Office Supplies	-	-	-	-	0.0%	-	0.0%
504315 Safety Supplies	-	-	-	-	0.0%	-	0.0%
504317 Cleaning Supplies	-	-	-	-	0.0%	-	0.0%
504409 Repair/Maint Supplies	-	-	-	-	0.0%	-	0.0%
504421 Non-Inventory Parts	-	-	-	-	0.0%	-	0.0%
504511 Small Tools	-	-	-	-	0.0%	-	0.0%
504515 Employee Tool Replacement	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
UTILITIES							
505011 Gas & Electric	-	-	-	-	0.0%	-	0.0%
505021 Water & Garbage	-	-	-	-	0.0%	-	0.0%
505031 Telecommunications	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	-	-	-	-	0.0%	-	0.0%
506015 Insurance - PL/PD	-	-	-	-	0.0%	-	0.0%
506021 Insurance - Other	-	-	-	-	0.0%	-	0.0%
506123 Settlement Costs	-	-	-	-	0.0%	-	0.0%
506127 Repairs - District Prop	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%

7.a61

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Retired Employee Benefits - 9005

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
TAXES							
507051 Fuel Tax	-	-	-	-	0.0%	-	0.0%
507201 Licenses & Permits	-	-	-	-	0.0%	-	0.0%
507999 Other Taxes	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PURCHASED TRANS.							
503406 Contract/Paratransit	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
MISC EXPENSE							
509011 Dues/Subscriptions	-	-	-	-	0.0%	-	0.0%
509085 Advertising - Rev Prod	-	-	-	-	0.0%	-	0.0%
509101 Employee Incentive Program	-	-	-	-	0.0%	-	0.0%
509121 Employee Training	-	-	-	-	0.0%	-	0.0%
509123 Travel	-	-	-	-	0.0%	-	0.0%
509125 Local Meeting Expense	-	-	-	-	0.0%	-	0.0%
509127 Board Director Fees	-	-	-	-	0.0%	-	0.0%
509150 Contributions	-	-	-	-	0.0%	-	0.0%
509198 Cash Over/Short	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
LEASES & RENTALS							
512011 Facility Lease	-	-	-	-	0.0%	-	0.0%
512061 Equipment Rental	-	-	-	-	0.0%	-	0.0%
Totals	-	-	-	-	0.0%	-	0.0%
PERSONNEL TOTAL	1,557,326	2,160,449	1,658,648	1,754,441	5.8%	1,807,075	3.0%
NON-PERSONNEL TOTAL	-	-	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	1,557,326	2,160,449	1,658,648	1,754,441	5.8%	1,807,075	3.0%

7.a62

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 DRAFT FINAL CAPITAL BUDGET**

PROJECT/ACTIVITY	FEDERAL FUNDS	STATE FUNDS	STATE TRANSIT ASSIST. (STA)	LOCAL FUNDS	TOTAL
Grant-Funded Projects					
MetroBase Maintenance Facility (5309) / (PTMISEA)	\$ 1,108,062	\$ 891,938	\$ -	\$ -	\$ 2,000,000
Purchase Smartcard Farebox System (ARRA) (5311)	\$ 1,999,536	\$ 267,464	\$ 95,000		\$ 2,362,000
Purchase of 425 Front Street (FTA) / (TCRP)	\$ 1,457,667	\$ 617,333	\$ -		\$ 2,075,000
Purchase 27 ParaCruz Vehicles (ARRA)	\$ 1,750,000	\$ -	\$ -		\$ 1,750,000
Transit Mgmt. Info. Technology (ARRA)	\$ 1,165,000	\$ -	\$ -		\$ 1,165,000
Comprehensive Security & Surveillance Sys (OHS-1B)		\$ 440,505	\$ -		\$ 440,505
Facilities Video Surveillance Project (OHS-1B)		\$ 185,000	\$ -		\$ 185,000
Fleet - Land Mobile Radio Project (OHS-1B)		\$ 195,000	\$ -		\$ 195,000
Subtotal	\$ 7,480,265	\$ 2,597,240	\$ 95,000	\$ -	\$ 10,172,505
IT Projects					
Replace Fleet & Facilities Maintenance Software		\$ -	\$ 170,000		\$ 170,000
HR Software Upgrade (NTE \$165K + 10%)		\$ -	\$ 181,500		\$ 181,500
Trapeze Pass Customer Certification Software		\$ -	\$ 5,000		\$ 5,000
Automated Purchasing System Software		\$ -	\$ 84,000		\$ 84,000
Subtotal		\$ -	\$ 440,500	\$ -	\$ 440,500

7.b1

Attachment B

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 DRAFT FINAL CAPITAL BUDGET**

PROJECT/ACTIVITY	FEDERAL FUNDS	STATE FUNDS	STATE TRANSIT ASSIST. (STA)	LOCAL FUNDS	TOTAL
Facilities Repair & Improvements					
MTC Lane Four Shelter Replacement		\$ -	\$ 75,000		\$ 75,000
Repair, Reseal, Restripe (Sinkholes) - Operations		\$ -	\$ 4,000		\$ 4,000
Subtotal		\$ -	\$ 79,000	\$ -	\$ 79,000
Revenue Vehicle Replacement					
Highway 17 Buses (5) - VTA - (Measure A)		\$ 2,500,000	\$ -		\$ 2,500,000
Subtotal		\$ 2,500,000	\$ -	\$ -	\$ 2,500,000
Non-Revenue Vehicle Replacement					
NONE		\$ -	\$ -		\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -
Maint Equipment					
NONE		\$ -	\$ -		\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -
Office Equipment					
NONE		\$ -	\$ -		\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -
Misc.					
NONE		\$ -	\$ -		\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL PROJECTS	\$ 7,480,265	\$ 5,097,240	\$ 614,500	\$ -	\$ 13,192,005

7.62

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 DRAFT FINAL CAPITAL BUDGET**

PROJECT/ACTIVITY	FEDERAL FUNDS	STATE FUNDS	STATE TRANSIT ASSIST. (STA)	LOCAL FUNDS	TOTAL
CAPITAL PROGRAM FUNDING					
Federal Grants	\$ 7,480,265				\$ 7,480,265
<u>State Funds - Detail</u>					
Measure A - (VTA)		\$ 2,500,000			\$ 2,500,000
PTMISEA (1B)		\$ 891,938			\$ 891,938
State Security Bond Funds (1B)		\$ 820,505			\$ 820,505
CalTrans Section 5311		\$ 267,464			\$ 267,464
Statewide Transportation Improvement Program (STIP)		\$ -			\$ -
Traffic Congestion Relief Program - (TCRP)		\$ 617,333			\$ 617,333
State Transit Assistance (STA) (Carryover)-Prior Years			\$ 614,500		\$ 614,500
<u>Local Funds - Detail</u>					
Local Reserves (Lawsuit & Sakata Proceeds)				\$ -	\$ -
TOTAL CAPITAL FUNDING	\$ 7,480,265	\$ 5,097,240	\$ 614,500	\$ -	\$ 13,192,005

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 UNFUNDED CAPITAL NEEDS LIST**

	PROJECT/ACTIVITY	2011	2012	TOTAL
Revenue Vehicles				
	Replace (10) 1984 Diesel Gilligs	\$ 4,500,000		\$ 4,500,000
	Replace (7) 1988 New Flyer Highway 17 Buses	\$ 3,150,000		\$ 3,150,000
	Replace (30) 1998 New Flyer Local Buses (9801-9830)	\$ 7,125,000	\$ 7,125,000	\$ 14,250,000
	Replace (7) 2003 Paratransit Vans	\$ 525,000		\$ 525,000
	Replace (2) 2006 Paratransit Vans	\$ 150,000		\$ 150,000
	Replace (1) 2007 Paratransit Vans		\$ 75,000	\$ 75,000
	AVL/APC (86)		\$ 1,200,000	\$ 1,200,000
	Replace Highway 17 - WiFi (23 Units)	\$ 175,000		\$ 175,000
	Subtotal	\$ 15,625,000	\$ 8,400,000	\$ 24,025,000
Facilities				
	MetroBase Construction - Operations / Parking	\$ 16,000,000	\$ 16,000,000	\$ 32,000,000
	Pacific Station ROW	\$ 1,458,000	\$ 884,000	\$ 2,342,000
	Pacific Station Design		\$ 396,000	\$ 396,000
	Subtotal	\$ 17,458,000	\$ 17,280,000	\$ 34,738,000
Facilities Repair & Improvements				
	Bus Stop Improvements / Shelters	\$ 500,000	\$ 500,000	\$ 1,000,000
	Land Mobile Radio (LMR) & Repeaters		\$ 2,500,000	\$ 2,500,000
	Repair Sidewalks, Bus Lanes, Slurry Parking Lots, etc.	\$ 25,000	\$ 25,000	\$ 50,000
	Repairs & Improvements-Routine Replacements	\$ 150,000	\$ 150,000	\$ 300,000
	METRO Transit Center, Clock Refurbishment - to Digital	\$ 120,000		\$ 120,000
	Computer Kiosks - MC	\$ 110,000		\$ 110,000
	Electronic LED Message Boards (3) - MC	\$ 85,000		\$ 85,000
	Information Booth Remodel - MC	\$ 40,000		\$ 40,000
	Subtotal	\$ 1,030,000	\$ 3,175,000	\$ 4,205,000

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 UNFUNDED CAPITAL NEEDS LIST**

PROJECT/ACTIVITY	2011	2012	TOTAL
Non-Revenue Vehicle Replacement			
Replace (10) Ford Vans	\$ 270,000		\$ 270,000
Replace (4) Ford Explorers	\$ 128,000		\$ 128,000
Replace (4) Hybrid Sedans	\$ 108,000		\$ 108,000
Replace (4) Pickups	\$ 101,000		\$ 101,000
Replace Facility (2) F250 Service Body Trucks	\$ 58,000		\$ 58,000
New - Field Supervisor Vehicle - Ops	\$ 38,000		\$ 38,000
Replace F350 Flat Bed	\$ 37,000		\$ 37,000
New- Mid-size Maintenance Utility Bed Vehicle - PC	\$ 36,000		\$ 36,000
Replace (1) Contour Sedan	\$ 25,000		\$ 25,000
Replace Shuttle Vehicles for Operator Relief (10)		\$ 160,000	\$ 160,000
Replace (1) F550 Truck		\$ 74,000	\$ 74,000
Replace (1) Honda Civic Hybrid		\$ 32,000	\$ 32,000
Subtotal	\$ 801,000	\$ 266,000	\$ 1,067,000
Routine Replacements	\$ 50,000	\$ 50,000	\$ 100,000
Tooling & Toolboxes (Road Response) - PC	\$ 10,000		\$ 10,000
Vehicle Diagnostic Code Scanner - PC	\$ 3,500		\$ 3,500
Automatic Refrigerant Recovery, Recycling and Recharging U	\$ 3,500		\$ 3,500
Tool Sets - Metro Transit Supervisors - Ops	\$ 1,000		\$ 1,000
Subtotal	\$ 68,000	\$ 50,000	\$ 118,000
IT			
Upgrade to SQL 2008	\$ 30,000		\$ 30,000
Server Virtualization Project - IT	\$ 23,000		\$ 23,000
Arcview/Photoshop Graphics Workstation - IT	\$ 8,500		\$ 8,500
Sun Sparc Server - IT	\$ 8,000		\$ 8,000
Color Printer - MC	\$ 5,000		\$ 5,000
Wireless Headset - MC	\$ 2,200		\$ 2,200
Routine Hardware Replacements (Servers, Printers, Laptops, Monitors, etc.)	\$ 50,000	\$ 50,000	\$ 100,000
Subtotal	\$ 126,700	\$ 50,000	\$ 176,700

7.65

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Authorized and Funded Personnel - Full Time Equivalent (FTE)
 Summary

Department	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Administration - 1100	6.00	5.50	6.00	5.00	6.00	4.00	6.00	4.00
Finance - 1200	13.50	12.00	13.50	12.00	15.50	12.00	15.50	12.00
Customer Service - 1300	10.25	5.75	10.25	5.75	10.25	6.00	10.25	6.00
Human Resources - 1400	6.00	6.00	6.00	6.00	6.00	5.00	6.00	5.00
Information Technology - 1500	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
District Counsel - 1700	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Facilities Maintenance - 2200	17.00	13.00	17.00	13.00	17.00	12.00	17.00	12.00
Paratransit - 3100	57.00	56.00	57.00	56.00	57.00	53.00	57.00	53.00
Operations - 3200	21.00	19.00	21.00	19.00	20.00	18.00	20.00	18.00
Bus Operators - 3300	182.00	161.00	182.00	161.00	182.00	146.00	182.00	146.00
Fleet Maintenance - 4100	55.00	44.00	55.00	44.00	55.00	37.00	55.00	37.00
Total Full-Time Equivalents (FTEs)	375.75	330.25	375.75	329.75	376.75	301.00	376.75	301.00

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Administration - 1100

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
General Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant General Manager	1.00	0.50	1.00	0.00	1.00	0.00	1.00	0.00
Project Manager*	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Admin Services Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	2.00	2.00	2.00	2.00	2.00	1.00	2.00	1.00
Total Full-Time Equivalents (FTEs)	6.00	5.50	6.00	5.00	6.00	4.00	6.00	4.00

* Funded by capital grant

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Authorized and Funded Personnel - Full Time Equivalent (FTE)
 Finance - 1200

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.50	0.00	0.50	0.00	0.50	0.00	0.50	0.00
Accounting Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Accounting Tech/Sr Acctng Tech	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Financial Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Grants/Legislative Analyst	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00
Transportation Planning Supervisor *	0.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00
Jr. Transportation Planner	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Transit Planner	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
Transit Surveyor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Purchasing Agent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Purchasing Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Vault Room Coordinator	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00
Revenue Specialist	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Total Full-Time Equivalents (FTEs)	13.50	12.00	13.50	12.00	15.50	12.00	15.50	12.00

* Moved From Customer Service in FY11

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Authorized and Funded Personnel - Full Time Equivalent (FTE)
 Customer Service - 1300

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Planning & Marketing Manager	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Transportation Planning Supervisor *	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Transit Supervisor	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Customer Service Coordinator	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00
CSR	5.00	3.00	5.00	3.00	5.00	3.00	5.00	3.00
Ticket & Pass Program Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.25	0.75	1.25	0.75	1.25	1.00	1.25	1.00
Total Full-Time Equivalent (FTEs)	10.25	5.75	10.25	5.75	10.25	6.00	10.25	6.00

* Moved To Finance in FY11

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Human Resources - 1400

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Asst Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Personnel Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Benefits Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Specialist	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00
Human Resources Tech	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full-Time Equivalentents (FTEs)	6.00	6.00	6.00	6.00	6.00	5.00	6.00	5.00

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Information Technology - 1500

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Information Technology Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Database Administrator/Sr	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Systems Administrator/Sr	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
IT Technician/Sr IT Tech	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full-Time Equivalentents (FTEs)	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
District Counsel - 1700

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
District Counsel	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Claims Investigator I-II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Paralegal	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Total Full-Time Equivalentents (FTEs)	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Facilities Maintenance - 2200

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Facilities Maintenance Manager	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Facilities Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Sr. Facilities Maint Worker	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Facilities Maint Worker II	4.00	3.00	4.00	3.00	4.00	3.00	4.00	3.00
Facilities Maint Worker I	3.00	2.00	3.00	2.00	3.00	2.00	3.00	2.00
Lead Custodian	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Custodial Service Worker I	5.00	5.00	5.00	5.00	5.00	4.00	5.00	4.00
Administrative Assistant	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Total Full-Time Equivalents (FTEs)	17.00	13.00	17.00	13.00	17.00	12.00	17.00	12.00

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Paratransit - 3100

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Paratransit Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Paratransit Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Accessible Services Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Paratransit Eligibility Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Reservation & Scheduling Coord	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00
Safety/Road Response Coord	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Dispatcher/Scheduler & Dispatcher	8.00	8.00	8.00	8.00	8.00	7.00	8.00	7.00
Clerk I-II-III	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Van Operator	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00
Reservationist	7.00	6.00	7.00	6.00	7.00	6.00	7.00	6.00
Mechanic I-II	2.00	2.00	2.00	2.00	2.00	1.00	2.00	1.00
Total Full-Time Equivalents (FTEs)	57.00	56.00	57.00	56.00	57.00	53.00	57.00	53.00

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Operations - 3200

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fixed Route Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Transit Supervisor	14.00	12.00	14.00	12.00	13.00	11.00	13.00	11.00
Schedule Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Safety & Training Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Admin Assistant/Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Clerk I	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	21.00	19.00	21.00	19.00	20.00	18.00	20.00	18.00

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FY11 & FY12 DRAFT FINAL OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Bus Operators - 3300

Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Bus Operators	182.00	161.00	182.00	161.00	182.00	146.00	182.00	146.00
Total Full-Time Equivalents (FTEs)	182.00	161.00	182.00	161.00	182.00	146.00	182.00	146.00

7.C11

FY11 & FY12 DRAFT FINAL OPERATING BUDGET
 Authorized and Funded Personnel - Full Time Equivalent (FTE)
 Fleet Maintenance - 4100


Position Title	Authorized FY 09	Funded FY 09	Authorized FY 10	Funded FY 10	Authorized FY 11	Funded FY 11	Authorized FY 12	Funded FY 12
Maintenance Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Fleet Maint Supervisor	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
FM Lead Mechanic	6.00	5.00	6.00	5.00	6.00	3.00	6.00	3.00
FM Mechanic III	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
FM Mechanic I - II	16.00	13.00	16.00	13.00	16.00	10.00	16.00	10.00
Body Repair Mechanic	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Upholsterer I - II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Supervisor of Parts & Materials	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FM Lead Parts Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parts Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Receiving Parts Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Admin Assistant/Supervisor	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Accounting Tech/Sr Acctng Tech	2.00	2.00	2.00	2.00	2.00	1.00	2.00	1.00
Administrative Clerk I	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Vehicle Service Technician	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Vehicle Service Detailer	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Vehicle Service Worker 1 - II	12.00	8.00	12.00	8.00	12.00	7.00	12.00	7.00
Total Full-Time Equivalents (FTEs)	55.00	44.00	55.00	44.00	55.00	37.00	55.00	37.00

7-c12

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 

SUBJECT: PUBLIC HEARING TO CONSIDER AUTHORIZING THE GENERAL MANAGER TO APPLY FOR AND EXECUTE CONTRACTS RELATED TO FY10 FEDERAL FUNDING THROUGH THE FEDERAL TRANSPORTATION ADMINISTRATION'S SECTIONS 5307 AND 5340 OPERATING ASSISTANCE FUNDS

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to apply for and execute contracts related to FY10 Federal Funding through the Federal Transportation Administration's Sections 5307 and 5340 operating assistance funds.

II. SUMMARY OF ISSUES

- On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides federal financial assistance to transit agencies through the Federal Transit Administration (FTA).
- The FTA provides Sections (§) 5307 and 5340 Urbanized Area and Small Transit Intensive Cities (STIC) funds to Santa Cruz METRO as a direct recipient. Santa Cruz METRO's FFY10 §5307 apportionment is \$3,696,155 and the §5340 (STIC) apportionment is \$1,202,159, as published in the May 13, 2010 *Federal Register*.
- In prior years, Santa Cruz METRO has delineated the §5340 (STIC) funds to capital expenditures. In FY10, Santa Cruz METRO is designating all §5307 and §5340 funds to operational assistance in the total amount of \$4,898,314.
- Santa Cruz METRO has conducted the requisite public comment period to announce an annual Program of Projects to use all §5307 and §5340 funds for operational assistance, and has programmed the use of these funds with the Association of Monterey Bay Area Governments in Amendment #22 to the current Metropolitan Transportation Improvement Plan.
- Holding a public hearing and authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with the FTA for §5307 and §5340 funds.

8.1

III. DISCUSSION

On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides for the continuation of federal financial assistance to transit agencies through the Federal Transit Administration (FTA) through 2010, which means that while transit and transportation programs still lack a long-term surface transportation act, certain funding streams have not been interrupted. Sections §5307 and §5340 STIC (Small Transit Intensive Cities) are appropriating a combined total of \$4,898,314 to Santa Cruz METRO in FY10 (*Federal Register*, May 13, 2010).

In prior years, Santa Cruz METRO has designated the §5340 (STIC) portion of this combined funding to capital expenditures. This year, due to budgetary constraints and economic factors, Santa Cruz METRO is designating the FTA's §5340 (STIC) appropriation of \$1, 202,159, along with the §5307 appropriation of \$3,696,155, to operational assistance. These funds have been programmed in Amendment #22 to the Metropolitan Transportation Improvement Plan by the regional Metropolitan Planning Organization (MPO), AMBAG, to be completed in June 2010 and which will serve as the published Program of Projects as per Santa Cruz METRO's agreement with AMBAG.

The required public hearing will be held at this Board of Directors' meeting to provide an opportunity to consider comments from interested parties on the proposed use of §5307 and §5340 funds for operating assistance. Staff published a notice of this public hearing in the *Santa Cruz Sentinel* and *Watsonville Pajaronian*, in addition to posting it at Santa Cruz and Watsonville libraries and Santa Cruz and Watsonville transit centers. No written comments were received. Any public comments made during the public hearing will be included in the minutes.

The attached Board Resolution authorizes the General Manager to submit applications and execute a contract with the FTA for §5307 and §5340 operational assistance funds.

IV. FINANCIAL CONSIDERATIONS

The FTA's §5307 and §5340 funding programs will contribute \$4,898,314 in operating assistance for FY10. Local sales tax revenue used to fund operations provides the required local match for these funds.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Execute Contracts Related to the FTA's FY10 §5307 and §5340 funds.

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS
RELATED TO FY10 FEDERAL TRANSPORTATION ADMINISTRATION
SECTIONS 5307 AND 5340 OPERATIONAL ASSISTANCE FUNDS**

WHEREAS, the President signed into law H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, on March 18, 2010; and

WHEREAS, the HIRE Act included an extension of public transit programs through December 31, 2010, including combined appropriations of Sections 5307 and 5340 funds to Santa Cruz METRO in the amount of \$4,898,314; and

WHEREAS, in prior years, Santa Cruz METRO has delineated the §5340 funds to capital expenditures but, due to budget issues, Santa Cruz METRO is designating all FY10 §5307 and §5340 funds to operational assistance; and

WHEREAS, Santa Cruz METRO has conducted the requisite public comment period to announce the use of all §5307 and §5340 funds for operational assistance, and has programmed these funds with the Association of Monterey Bay Area Governments in Amendment #22 to the current Metropolitan Transportation Improvement Plan;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz METRO is authorized to submit applications and execute for and on behalf of Santa Cruz METRO any and all agreements necessary to obtain operational assistance through the Federal Transportation Administration's Sections 5307 and 5340 funds.

PASSED AND ADOPTED this 28th Day of May, 2010 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

8.91

Resolution No. _____
Page 2


APPROVED _____
ELLEN PIRIE
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

8.92

DATE: May 28, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 
SUBJECT: PUBLIC HEARING TO CONSIDER AUTHORIZING THE GENERAL MANAGER TO APPLY FOR AND EXECUTE CONTRACTS RELATED TO OPERATIONAL ASSISTANCE THROUGH FEDERAL FUNDING FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S FTA SECTION 5311 FY10 RURAL OPERATING ASSISTANCE FUNDS

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to apply for and execute contracts related to operational assistance through federal funding from the California Department of Transportation's FTA Section 5311 FY10 rural operating assistance funds.

II. SUMMARY OF ISSUES

- On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides federal financial assistance to transit agencies through the Federal Transit Administration (FTA).
- The Federal Transit Administration (FTA) provides Section (§) 5311 Rural Operating Assistance funds to the California Department of Transportation (Caltrans), of which Santa Cruz METRO is a sub-recipient. Santa Cruz METRO's FY10 §5311 apportionment is \$156,618.
- The net cost of rural transit operations in Santa Cruz County is \$1,336,832 in the current year. Santa Cruz METRO has submitted a pre-application to Caltrans for \$156,618. Additional paperwork is due June 15, 2010.
- Santa Cruz METRO has conducted the requisite public comment period to announce an annual Program of Projects to use §5311 funds for rural operational assistance, and has programmed the use of these funds with the Association of Monterey Bay Area Governments (AMBAG) in Amendment #22 to the current Metropolitan Transportation Improvement Plan.
- Holding a public hearing and authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with the FTA and Caltrans for §5311 rural operating assistance funds.

9.1

III. DISCUSSION

On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides for the continuation of federal financial assistance to transit agencies through the Federal Transit Administration (FTA) through 2010, which means that while transit and transportation programs still lack a long-term surface transportation act, certain funding streams supporting transit operations have not been interrupted. One such funding source is §5311 for rural operating assistance, which is administered through the California Department of Transportation (Caltrans).

The amount of estimated FTA funds in the current apportionment for the §5311 program for FY10 is \$156,618. Santa Cruz METRO staff has calculated that the total cost of providing service to rural areas in the county (as defined by Caltrans) is \$1,714,624. Caltrans requires that farebox revenue be subtracted from this figure to arrive at a net estimated operating cost for rural service. The total farebox revenue on designated rural routes in FY09 was \$377,792, so the net cost of rural operations is \$1,336,832.

These funds have been programmed in Amendment #22 to the Metropolitan Transportation Improvement Plan by the regional Metropolitan Planning Organization (MPO), AMBAG, to be completed in June 2010 and which will serve as the published Program of Projects as per Santa Cruz METRO's agreement with AMBAG.

The required public hearing will be held at this Board of Directors' meeting to provide an opportunity to consider comments from interested parties on the proposed use of §5311 funds for rural operating assistance. Staff has published a notice of the public hearing in the *Santa Cruz Sentinel* and *Watsonville Pajaronian*, in addition to posting it at Santa Cruz and Watsonville libraries and Santa Cruz and Watsonville transit centers. No written comments were received. Any public comments made during the public hearing will be included in the minutes.

The attached Resolution authorizes the General Manager to submit a final application and execute contracts with Caltrans for §5311 rural operating assistance funds.

IV. FINANCIAL CONSIDERATIONS

The FTA's §5311 Rural Operating Assistance program, as administered by Caltrans, will contribute \$156,618 in rural operating assistance for FY10. Local sales tax revenue used to fund rural operations provides the required local match for these funds.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Execute Contracts Related to the FTA's §5311 rural operating assistance funds administered through Caltrans.

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS
FOR FEDERAL FUNDING FROM THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION'S FTA SECTION 5311 FY10
RURAL OPERATIONAL ASSISTANCE FUNDS**

WHEREAS, the President signed into law H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, on March 18, 2010; and

WHEREAS, the HIRE Act included an extension of public transit programs through December 31, 2010, including a rural operating assistance appropriation of Section (§) 5311 funds to Santa Cruz METRO in the amount of \$156,618; and

WHEREAS, Santa Cruz METRO has conducted the requisite public comment period to announce the use of §5311 rural operating assistance funds, and has programmed these funds with the Association of Monterey Bay Area Governments in Amendment #22 to the current Metropolitan Transportation Improvement Plan;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz METRO is authorized to submit applications and execute for and on behalf of Santa Cruz METRO any and all agreements necessary to rural obtain operational assistance through the California Department of Transportation's FTA §5311 rural operating assistance funds.

PASSED AND ADOPTED this 28th Day of May, 2010 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

9.01

Resolution No. _____
Page 2

APPROVED _____
ELLEN PIRIE
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:


MARGARET GALLAGHER
District Counsel

9.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angcla Aitken, Finance Manager and Acting Assistant General Manager 

**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION
AUTHORIZING THE GENERAL MANAGER TO SUBMIT A
GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS
FOR FEDERAL FUNDING FROM THE FEDERAL
TRANSPORTATION ADMINISTRATION'S FY10 SECTION 5309
STATE OF GOOD REPAIR/BUS AND BUS FACILITIES
DISCRETIONARY GRANTS PROGRAM**

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a Resolution authorizing the General Manager to submit a grant application and sign necessary agreements for federal funding from the Federal Transportation Administration's FY10 Section 5309 State of Good Repair/Bus and Bus Facilities Discretionary Grants Program.

II. SUMMARY OF ISSUES

- On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides federal financial assistance to transit agencies through the Federal Transit Administration (FTA).
- In FY10, the FTA is providing \$775 million in the Section (§) 5309 State of Good Repair (SGR)/Bus and Bus Facilities Discretionary Grants Program to bring outdated fleets and facilities up to the FTA's "state of good repair" standards. In the past, many of these allocations were made via earmarks.
- §5309 SGR/Bus and Bus Facilities Discretionary Grants finance capital projects to replace and purchase buses and related equipment. In addition, capitalized preventative maintenance performed by Santa Cruz METRO staff mechanics is an allowable grant expenditure.
- Santa Cruz METRO staff proposes to request approximately \$6 million for the purchase of up to 12 new CNG buses and is working with the FTA to develop a "force account plan" to submit which will justify the capitalization of the expense of using paid workforce hours spent on bus-related preventative maintenance over the depreciable life of the vehicles as the local match for the project.

10.1

- Authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with the FTA for §5309 SGR/Bus and Bus Facilities Discretionary Grants Program funds.

III. DISCUSSION

On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides for the continuation of federal financial assistance to transit agencies through the Federal Transit Administration (FTA) through 2010, which means that while transit and transportation programs still lack a long-term surface transportation act, certain funding streams have not been interrupted. The Section (§) 5309 State of Good Repair (SGR)/Bus and Bus Facilities Discretionary Grants Program is part of this extension, with \$775 million in total available funds in FY10. In past years, many §5309 allocations were made via Congressional earmarks.

The FTA's §5309 SGR/Bus and Bus Facilities Discretionary Grants Program finances capital projects to replace, rehabilitate, and purchase buses and related equipment, as well as financing capital projects related to bus facilities. This year, the FTA has \$775 million available and anticipates an additional \$2.9 billion in the FY11 federal budget. The program is "intended to contribute to the improvement of the condition of transit capital assets," (*Federal Register*, 5/4/10, p. 23844) and has no minimum or maximum limit. However, the FTA is taking into consideration the geographic diversity of its award decisions.

Santa Cruz METRO staff recommends applying for approximately \$6 million in capital assistance from the §5309 FY10 SGR/Bus and Bus Facilities Discretionary Grants Program to purchase up to 12 new CNG buses and related equipment. Santa Cruz METRO staff estimates that the capitalized labor costs of preventative maintenance performed by staff mechanics over the life of the vehicles—costs which are generally paid out of locally generated funds—well exceed the required 20% match. Therefore, staff has requested approval from the FTA for submission of a "force account plan" which details the complete cost of Santa Cruz METRO's workforce in keeping the vehicles in a state of good repair. A portion of this cost will then serve as the local match for the project.

The attached Board Resolution authorizes the General Manager to submit applications and sign agreements with the FTA for FY10 §5309 SGR/Bus and Bus Facilities Discretionary Grants Program funds.

IV. FINANCIAL CONSIDERATIONS

The FTA's FY10 §5309 State of Good Repair Discretionary Grants Program will potentially add \$6 million in capital for the purchase of up to 12 new CNG buses and related equipment, with plans for an FTA-approved "force account plan" detailing Santa Cruz METRO's preventative maintenance expense over the life of the vehicles to be submitted with the proposal to meet the required local match.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Sign Agreements for Federal Funding through the FTA's FY10 §5309 Bus and Bus Facilities Discretionary Grants Program Funds.

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS
RELATED TO THE FEDERAL TRANSPORTATION ADMINISTRATION'S
FY10 SECTION 5309 STATE OF GOOD REPAIR/BUS AND BUS FACILITIES
DISCRETIONARY GRANTS PROGRAM FUNDS**

WHEREAS, the President signed into law H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, on March 18, 2010; and

WHEREAS, the HIRE Act included an extension of public transit programs through December 31, 2010, including \$775 million for the FY10 Section (§) 5309 State of Good Repair/Bus and Bus Facilities Discretionary Grants Program; and

WHEREAS, the FY10 §5309 State of Good Repair/Bus and Bus Facilities Discretionary Grants Program funds capital projects to replace and purchase buses, facilities and related equipment and maintain or return them to a state of good repair; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit an application to the FY10 §5309 State of Good Repair/Bus and Bus Facilities Discretionary Grants Program for funding to purchase up to 12 new CNG buses and related equipment;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz METRO is authorized to submit applications and sign all agreements necessary to obtain funding through the Federal Transportation Administration's §5309 State of Good Repair/Bus and Bus Facilities Discretionary Grants Program.

PASSED AND ADOPTED this 28th Day of May, 2010 by the following vote:

- AYES:** Directors -
- NOES:** Directors -
- ABSTAIN:** Directors -
- ABSENT:** Directors -

10.a1

Resolution No. _____

Page 2

APPROVED _____

ELLEN PIRIE
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:


MARGARET GALLAGHER
District Counsel

10.92

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 

**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION
AUTHORIZING THE GENERAL MANAGER TO SUBMIT A
GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS
FOR FEDERAL FUNDING FROM THE FEDERAL
TRANSPORTATION ADMINISTRATION'S FY10 SECTION 5308
CLEAN FUELS/BUS AND BUS FACILITIES DISCRETIONARY
GRANTS PROGRAM**

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a Resolution authorizing the General Manager to submit a grant application and sign necessary agreements for federal funding from the Federal Transportation Administration's FY10 Section 5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program.

II. SUMMARY OF ISSUES

- On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides federal financial assistance to transit agencies through the Federal Transit Administration (FTA).
- In FY10, the FTA is providing \$81.2 million in the Section (§) 5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program for projects promoting energy efficient technologies that reduce emissions.
- §5308 Clean Fuels Discretionary Grants require a demonstrated need for one-time funding for projects related to clean fuels like CNG in order to construct clean fuels' facilities and/or purchase vehicles that enable the local Air District to meet and/or maintain National Ambient Air Quality Standards.
- Santa Cruz METRO staff proposes to request approximately \$1.4 million to install a second LNG storage tank and address noise-abatement issues at the L/CNG Fueling Station, with state PTMISEA (Public Transportation Modernization, Improvement and Service Enhancement Account) and local AB2766 funds providing the required 20% match for the project.
- Authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with the FTA for §5308 Clean Fuels Discretionary Grants Program funds.

11.1

III. DISCUSSION

On March 18, 2010, President Obama signed H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, which includes an extension of public transit programs through December 31, 2010. The HIRE Act provides for the continuation of federal financial assistance to transit agencies through the Federal Transit Administration (FTA) through 2010, which means that while transit and transportation programs still lack a long-term surface transportation act, certain funding streams have not been interrupted. The Section (§) 5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program is part of this extension, with \$81.2 million in total available funds in FY10.

Section 5308 funding requirements state that proposed projects must assist areas in achieving or maintaining National Ambient Air Quality Standards, are preferably for a one-time need for a project such as the construction of clean fuels bus facilities and projects related to clean fuel. The installation of a second LNG storage tank and addressing of related noise-abatement issues at the Fueling Station meet the criteria for this program and would potentially fund up to 80% of the total project cost.

Santa Cruz METRO staff recommend applying for approximately \$1.4 million in one-time assistance from the §5308 FY10 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program to install the second 15,000-gallon storage tank at the L/CNG Fueling Station and address noise-abatement issues expressed by Santa Cruz METRO's neighbors across the San Lorenzo River near Graham Hill Road. If successful, the proposed 20% local match will come from the FY10 PTMISEA (Public Transportation Modernization Improvement and Service Enhancement Account) allocation, and the MBUAPCD FY11 AB2766 Vehicle Emission Reduction Grants Program funds, if received. Total project cost is approximately \$1.75 million.

The attached Board Resolution authorizes the General Manager to submit applications and sign agreements with the FTA for §5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program funds.

IV. FINANCIAL CONSIDERATIONS

The FTA's FY10 §5308 programs will potentially contribute \$1,400,000 towards the total estimated cost of \$1,750,000 to install a second LNG storage tank at the Fueling Station and address noise-abatement issues. Possible FY11 AB2766 Motor Vehicles Emissions Reduction Grant and PTMISEA funds can be used for the required match.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Sign Agreements for Federal Funding through the FTA's FY10 §5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program Funds.

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS
RELATED TO THE FEDERAL TRANSPORTATION ADMINISTRATION'S
FY10 SECTION 5308 CLEAN FUELS/BUS AND BUS FACILITIES
DISCRETIONARY GRANTS PROGRAM FUNDS**

WHEREAS, the President signed into law H.R. 2847, the Hiring Incentives to Restore Employment (HIRE) Act, on March 18, 2010; and

WHEREAS, the HIRE Act included an extension of public transit programs through December 31, 2010, including \$81.2 million for the FY10 Section (§) 5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program; and

WHEREAS, the FY10 §5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program funds projects related to clean fuels infrastructure and which enable the local Air District to meet and/or maintain National Ambient Air Quality Standards and/or which require one-time financial assistance; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit an application to the FY10 §5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program for one-time funding to complete the installation of a second LNG storage tank and address noise-abatement issues at the Fueling Station;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz METRO is authorized to submit applications and sign all agreements necessary to obtain funding through the Federal Transportation Administration's §5308 Clean Fuels/Bus and Bus Facilities Discretionary Grants Program.

PASSED AND ADOPTED this 28th Day of May, 2010 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

11.a1

Resolution No. _____

Page 2

ABSENT: Directors -

APPROVED _____

ELLEN PIRIE
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:


MARGARET GALLAGHER
District Counsel

11.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 

SUBJECT: **CONSIDERATION OF ADOPTING A RESOLUTION
AUTHORIZING THE GENERAL MANAGER TO SUBMIT
GRANT APPLICATIONS AND SIGN NECESSARY
AGREEMENTS FOR FUNDING FROM THE MONTEREY BAY
UNIFIED AIR POLLUTION CONTROL DISTRICT'S FY11
AB2766 MOTOR VEHICLE EMISSION REDUCTION GRANTS
PROGRAM**

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a Resolution authorizing the General Manager to submit grant applications and sign necessary agreements for funding from the Monterey Bay Unified Air Pollution Control District's FY11 AB2766 Motor Vehicle Emission Reduction Grants Program.

II. SUMMARY OF ISSUES

- The California Clean Air Act of 1988 (AB2766), funded by \$6 of DMV fees per vehicle registered in California, endows revenue to designated Air Pollution Control Districts (APCD) in the state who select local projects which reduce motor vehicle emissions.
- The Monterey Bay Area Unified Air Pollution Control District (MBUAPCD) is the APCD in Santa Cruz County who administers the AB2766 Motor Vehicle Emissions Reduction Grants Program, with \$1.6 million in FY11 and a maximum award of \$200,000 per project.
- AB2766 provides funding for projects with particular focus on cost-effectiveness and leveraging, greenhouse-gas (GHG) and vehicle-miles-traveled (VMT) reduction, and getting diesel vehicles off the road. Santa Cruz METRO applied in FY10 to install a second CNG storage tank and would have received \$200,000 had other funding been secured.
- Santa Cruz METRO staff has developed new leveraging scenarios which include FY11 AB2766 funds to fully fund the installation of a second CNG storage tank, noise abatement measures at the Fueling Station and some related maintenance costs, with a total project cost estimate of \$1.75 million.
- Authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with the MBUAPCD for FY11 AB2766 funds.

12.1

III. DISCUSSION

Passed as AB2766, The California Clean Air Act of 1988 is funded by \$6 of DMV fees per vehicle. It is then parsed out (or subvended) to Air Pollution Control Districts (APCD) throughout the state, which means that each local APCD is vested with the authority to administer these locally generated funds. This allows Santa Cruz METRO to leverage state funds that are already in place to complete the MetroBase project, which includes the second storage tank at the L/CNG Fueling Station and related components and maintenance. The leveraged funds come from FY10 PTMISEA (Public Transportation Modernization Improvement and Service Enhancement Account), and were generated by voter approval of Proposition 1B.

The MBUAPCD FY11 AB2766 Grant Program has a total of \$1.6 million to award, in up to \$200K chunks, and eligible projects must reduce motor vehicle emissions and meet their other criteria. The total project budget is approximately \$1,750,000, which includes a noise-abatement strategy to address the concerns expressed about the fan noise by Santa Cruz METRO's neighbors across the San Lorenzo River near Graham Hill Road.

Because of recent news from the State Senate regarding a potential full appropriation of all remaining PTMISEA bond revenue (around \$20 million) in FY11, one strategy for Santa Cruz METRO to fund the installation of the second LNG storage tank is to utilize PTMISEA funds as the local match, since leverage is 20% of the proposal score. Remaining PTMISEA funds, if received in a single appropriation, will be used for final phase of the MetroBase project, specifically the Operations Building.

Santa Cruz METRO is also pursuing one-time federal funding for the installation of a second LNG storage tank through the FTA's Section 5308 FY10 Clean Fuels Discretionary Grants Program as another possible source of leverage. If this one-time assistance is obtained, Santa Cruz METRO can use PTMISEA and AB2766 funds as the required local match. This scenario requires much less in PTMISEA funding to round out the project budget, as the Clean Fuels Discretionary Grants Program can potentially fund up to 80% of the total project cost.

Because cost-effectiveness is 60% of the overall score, MBUAPCD has also requested that Santa Cruz METRO explore acquisition of some 5,500 psi, 2.5' diameter 15-to-16-foot long CNG tanks, made for indefinite life of 1.25" steel, which were part of the dismantled Monterey-Salinas Transit CNG station when they chose the clean diesel path. PG&E may still have these tanks in storage with the caveat that they be given to another eligible agency, according to MBUAPCD. Santa Cruz METRO Maintenance staff is investigating this option in order to meet the cost-effectiveness criteria and whether installation of these smaller tanks, in addition to a second large storage tank and noise abatement measures, might speed up the fueling of CNG buses.

Ten percent (10%) each is awarded to the scoring categories of reduction of VMT (vehicle miles traveled) and TCM (Transportation Control Measure) status. Santa Cruz METRO's project is eligible in the Fueling Infrastructure category. MBUAPCD has offered to review the grant proposal prior to submission and make suggestions. The final submission is due on June 16, 2010.

12.2

Staff recommends that the Board of Directors authorize the General Manager to submit applications to and execute contracts in regard to the MBUAPCD's AB2766 Motor Vehicle Emissions Reduction Grants Program.

IV. FINANCIAL CONSIDERATIONS

The MBUAPCD's FY11 AB2766 Motor Vehicle Emissions Reduction Grants Program will potentially provide \$200,000 in funding towards the installation of a second LNG storage tank at the MetroBase Fueling Station. State PTMISEA funds and possible federal funds through the Section 5308 Clean Fuels Discretionary Grants Program may be used to provide the required local match for these funds.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Execute Contracts Related to the MBUAPCD's FY11 AB2766 Motor Vehicle Emissions Reduction Grants Program funds.

12.3

BEFORE THE BOARD OF DIRECTORS OF **Attachment**
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

A

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING AN APPLICATION AND THE EXECUTION OF CONTRACTS
RELATED TO FY11 MONTEREY BAY UNIFIED AIR POLLUTION CONTROL
DISTRICT AB2766 MOTOR VEHICLE EMISSIONS REDUCTION
GRANTS PROGRAM FUNDS**

WHEREAS, Assembly Bill 2766 authorizes air pollution control districts to impose a motor vehicle registration surcharge fee to be used to reduce air pollution from motor vehicles to implement the California Clean Air Act of 1988; and

WHEREAS, the Monterey Bay Unified Air Pollution Control District is responsible for the administration of the surcharge fee collected on vehicles registered in Monterey, Santa Cruz and San Benito Counties; and

WHEREAS, the Monterey Bay Unified Air Pollution Control District has \$1.6 million in the FY11 AB 2766 Motor Vehicle Emission Reduction Program (AB2766) and is authorized to make grants up \$200,000; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit an application in the maximum amount of \$200,000 to the Monterey Bay Unified Air Pollution Control District to construct a second LNG storage tank and address noise-abatement issues at the MetroBase Fueling Station in order to support the existing CNG fleet and facilitating faster full fleet conversion to CNG;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager is authorized to submit an application and execute a contract with the Monterey Bay Unified Air Pollution Control District on behalf of the Santa Cruz Metropolitan Transit District for FY11 AB2766 Motor Vehicle Emissions Reduction Grants Program funds.

12.01

PASSED AND ADOPTED this 28th day of May 2010, by the following vote:

AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

APPROVED _____
ELLEN PIRIE
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:


MARGARET GALLAGHER
District Counsel

12.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 

**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION
AUTHORIZING THE GENERAL MANAGER TO SUBMIT
GRANT APPLICATIONS AND SIGN NECESSARY
AGREEMENTS FOR FUNDING THROUGH CALTRANS-
ADMINISTERED GRANTS PROGRAMS**

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a Resolution authorizing the General Manager to submit grant applications and sign necessary agreements for funding through Caltrans-administered grants programs.

II. SUMMARY OF ISSUES

- Throughout the year, the Department of Transportation (DOT) and/or the Federal Transportation Administration (FTA) release many opportunities to apply for grant funding which are administered through the California Department of Transportation (Caltrans).
- Not all Caltrans-administered grants programs require individualized Board Resolutions to accompany the application.
- Many grants programs will accept a generic resolution authorizing the General Manager to submit applications and sign agreements.
- Non-specific Resolutions are good for up to three (3) years from the date of signature unless a new or interim General Manager replaces the General Manager to whom the Resolution refers and/or the Board of Directors rescinds the Resolution.
- Authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with Caltrans for grants funds.

III. DISCUSSION

The Department of Transportation and/or Federal Transportation Administration release several grants opportunities every year, many of which are administered through the state agency, the California Department of Transportation (Caltrans). In the past, Santa Cruz METRO staff has prepared a separate Staff Report and Board Resolution for each grants program, though not all programs which are applied for require a specific Resolution.

13.1

Staff recommends authorizing a generic Resolution allowing the General Manager to apply for and sign agreements related to Caltrans-administered grants programs' funds. In addition to decreasing the time required to prepare Staff Reports and Board Resolutions, a non-specific Resolution allows the General Manager and staff to provide Caltrans with required paperwork on a timely basis, instead of having to incorporate the Board of Directors' meeting schedule into often challenging grants' submission deadlines.

It is staff's understanding from speaking to Caltrans that non-specific Resolutions are good for up to three (3) years or until the General Manager who has been authorized is no longer with the agency or until such time as the Board of Directors rescinds the Resolution for any reason. Staff is also in the process of discussing regular, ongoing reporting to the Board of Directors on the status of all current grant applications in order to keep the Board apprised of grants-related activity to troubleshoot the issue of the Board of Directors staying informed about funding sources and programs.

The attached Board Resolution authorizes the General Manager to submit applications and sign agreements with the California Department of Transportation (Caltrans) for their grants program funds.

IV. FINANCIAL CONSIDERATIONS

The financial considerations of each grant program will be incorporated in either a specific Staff Report and Board Resolution related to a specific Caltrans-administered grants program, or through regular reporting to the Board of Directors on grants-related activity and status.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Sign Agreements for Funding through Caltrans-administered Grants Program Funds.

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS FOR
FUNDING THROUGH CALTRANS-ADMINISTERED
GRANTS PROGRAM FUNDS**

WHEREAS, the Santa Cruz Metropolitan Transit District frequently applies for funding opportunities through various Caltrans-administered grant programs; and

WHEREAS, the Board of Directors supports an aggressive approach to pursuing grants funding for Santa Cruz Metropolitan Transit District's current and future operational and capital funding needs; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit applications to Caltrans' grants programs for much-needed funding whenever such opportunities arise; and

WHEREAS, it is not always necessary or timely to prepare a specific Board Resolution for each individual grant program; and

WHEREAS, this Resolution will be good for three (3) years from the date of execution, or until such time there is a new General Manager and/or the Board rescinds this Resolution for any reason;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz Metropolitan Transit District is authorized to submit applications and sign all agreements necessary to obtain funding through Caltrans-administered grants programs.

PASSED AND ADOPTED this 28th Day of May, 2010 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

13.91

Resolution No. _____
Page 2

APPROVED _____
ELLEN PIRIE
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

13.a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager *AA*

SUBJECT: **CONSIDERATION OF ADOPTING A RESOLUTION
AUTHORIZING THE GENERAL MANAGER TO SUBMIT
GRANT APPLICATIONS AND SIGN NECESSARY
AGREEMENTS FOR FUNDING THROUGH THE DEPARTMENT
OF TRANSPORTATION'S AND/OR FEDERAL
TRANSPORTATION ADMINISTRATION'S GRANTS
PROGRAMS**

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a Resolution authorizing the General Manager to submit grant applications and sign necessary agreements for funding through the Department of Transportation's and/or Federal Transportation Administration's grants programs.

II. SUMMARY OF ISSUES

- Throughout the year, the Department of Transportation (DOT) and/or the Federal Transportation Administration (FTA) release many opportunities to apply for grant funding.
- Not all DOT and FTA grants programs require individualized Board Resolutions to accompany the application.
- Many grants programs will accept a generic resolution authorizing the General Manager to submit applications and sign agreements.
- Non-specific Resolutions are good for up to three (3) years from the date of signature unless a new or interim General Manager replaces the General Manager to whom the Resolution refers and/or the Board of Directors rescinds the Resolution.
- Authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with the DOT and/or FTA for grants funds.

III. DISCUSSION

The Department of Transportation and/or Federal Transportation Administration release several grants opportunities every year. In the past, Santa Cruz METRO staff has prepared a separate Staff Report and Board Resolution for each grants program, though not all programs which are applied for require a specific Resolution. Staff recommends

14.1

authorizing a generic Resolution allowing the General Manager to apply for and sign agreements related to DOT and/or FTA grants programs' funds. In addition to decreasing the time required to prepare Staff Reports and Board Resolutions, a non-specific Resolution allows the General Manager and staff to provide DOT and/or FTA with required paperwork on a timely basis, instead of having to incorporate the Board of Directors' meeting schedule into often challenging grants' submission deadlines.

It is staff's understanding from speaking to the FTA that non-specific Resolutions are good for up to three (3) years or until the General Manager who has been authorized is no longer with the agency or until such time as the Board of Directors rescinds the Resolution for any reason. Staff is also in the process of discussing regular, ongoing reporting to the Board of Directors on the status of all current grant applications in order to keep the Board apprised of grants-related activity to troubleshoot the issue of the Board of Directors staying informed about funding sources and programs.

The attached Board Resolution authorizes the General Manager to submit applications and sign agreements with the Department of Transportation and/or the Federal Transportation Administration for their grants program funds.

IV. FINANCIAL CONSIDERATIONS

The financial considerations of each grants program will be incorporated in either a specific Staff Report and Board Resolution related to a specific Department of Transportation or Federal Transportation Administration grants program, or through regular reporting to the Board of Directors on grants-related activity and status.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Sign Agreements for Federal Funding through the Department of Transportation's and/or Federal Transportation Administration's Grants Program Funds.

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS
RELATED TO THE DEPARTMENT OF TRANSPORTATION'S AND FEDERAL
TRANSPORTATION ADMINISTRATION'S GRANTS PROGRAM FUNDS**

WHEREAS, the Santa Cruz Metropolitan Transit District frequently applies for Department of Transportation and/or Federal Transportation Administration funding opportunities through various grant programs; and

WHEREAS, the Board of Directors supports an aggressive approach to pursuing grants funding for Santa Cruz Metropolitan Transit District's current and future operational and capital funding needs; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit applications to Department of Transportation and/or Federal Transportation Administration grants programs for much-needed funding whenever such opportunities arise; and

WHEREAS, it is not always necessary or timely to prepare a specific Board Resolution for each individual grant program; and

WHEREAS, this Resolution will be good for three (3) years from the date of execution, or until such time there is a new General Manager and/or the Board rescinds this Resolution for any reason;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz Metropolitan Transit District is authorized to submit applications and sign all agreements necessary to obtain funding through the Department of Transportation's and/or Federal Transportation Administration's Grants Programs.

PASSED AND ADOPTED this 28th Day of May, 2010 by the following vote:

AYES: Directors -

NOES: Directors -

14.a1

Resolution No. _____

Page 2

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
ELLEN PIRIE
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

14.a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010
TO: Board of Directors
FROM: Ciro F. Aguirre, Manager of Operations
SUBJECT: **CONSIDERATION OF PROPOSED METRO FIXED ROUTE SERVICE REDUCTIONS FOR FALL 2010**

I. RECOMMENDED ACTION

That the Board of Directors considers METRO staff recommendations of proposed Fixed Route Service Reductions for Fall 2010 scheduled to take effect on September 16, 2010.

II. SUMMARY OF ISSUES

- Due to elimination and reduction from various funding sources, METRO is experiencing a decrease in its operating funds.
- METRO has been able to sustain its current level of service through the use of funding from unfilled positions and reliance on overtime and other cost saving measures performed by existing staff.
- METRO will be unable to financially sustain Fixed Route Bus Service at the current levels in Fiscal Year 2011.
- On April 09, 2010, METRO staff presented to the Board of Directors a preliminary Fixed Route Service Reduction Proposal not aired on Public Television.
- METRO staff has created, for presentation to the Board and the Public, a Fixed Route Service Reduction Proposal which reflects a modified level of service that can be sustained by the projected budget and available labor resources for Fiscal Year 2011.
- METRO staff, with Board approval, has scheduled various Public Hearings throughout Santa Cruz County in order to solicit public input and comments on the proposed Service Reduction Proposal.

III. DISCUSSION

Due to a prolonged recession, there has been a reduction of Federal, State and Local funding sources to Mass Transit. These economic conditions have impacted METRO's operational revenues significantly. METRO has been able to continue providing bus service, at current levels, to the community by reducing its labor expenditures through attrition of staff and operator positions. Because revenues have not rebounded sufficiently a budget deficit now exists, and bus service to the community at current levels will not be sustainable in Fiscal Year 2011.

15.1

At the April 09, 2010 METRO Board of Directors meeting, METRO staff presented a preliminary overview of the Fixed Route Service Reduction Proposal that was not televised. With additional input from the METRO Board, METRO staff has developed a service reduction proposal that will allow METRO to provide bus service at a sustainable level in alignment with projected budget and labor resources for Fiscal Year 2011 (see Attachment A). These proposed service reductions were created taking into consideration the following criteria: minimal impact to the community, efficient scheduling of trips through improved interlining and departure times, reduction in underperforming trips, reduction in redundant service, and increased in-service driving time.

METRO has designed a public outreach program to inform the public of the service reduction proposal. Public hearings are being held throughout the County. These meetings will consist of a power point presentation and question and answer sessions. Notifications of dates, times and locations of these hearings have been provided in English and Spanish through a variety of media including METRO's website, distribution of flyers and postings at the various Transit Centers, on buses and through direct public contact with our Customer Service Representatives. (see Attachment B).

On May 6, 2010, METRO staff produced a televised version of the proposed service reduction plan in English and Spanish. This was coordinated through the assistance of Kathy D'Angelo, Operations Coordinator, Santa Cruz Community Television, her staff and volunteers. (see Attachment C for televised air times).

Staff requests that the METRO Board of Directors consider staff recommendations on the proposed Fixed Route Service Reduction Plan, and that the Board consider public input and comments as they become available through June 11, 2010.

IV. FINANCIAL CONSIDERATIONS:

None

V. ATTACHMENTS:

Attachment A: SANTA CRUZ METRO PROPOSED SERVICE REDUCTION RECOMMENDATIONS

Attachment B: SANTA CRUZ METRO PROPOSED SERVICE REDUCTION AND PUBLIC HEARING LOCATIONS FLYER, ENGLISH/SPANISH

Attachment C: PROPOSED SERVICE REDUCTION TELEVISED SCHEDULE FLYER, ENGLISH

Attachment D: PROPOSED SERVICE REDUCTION TELEVISED SCHEDULE FLYER, SPANISH

15.2



SANTA CRUZ METRO
SERVICEDUCATION

Fall 2010

Operating Revenue

11%

24%

65%

Operating

Revenue

2010

Revenue Lost: \$4 Million

(as of March 2010)

Passenger Fares: -\$300,000

Decreased Ridership

Sales Tax Revenue: -\$3,200,000

Economic recession has lead to lower consumer spending

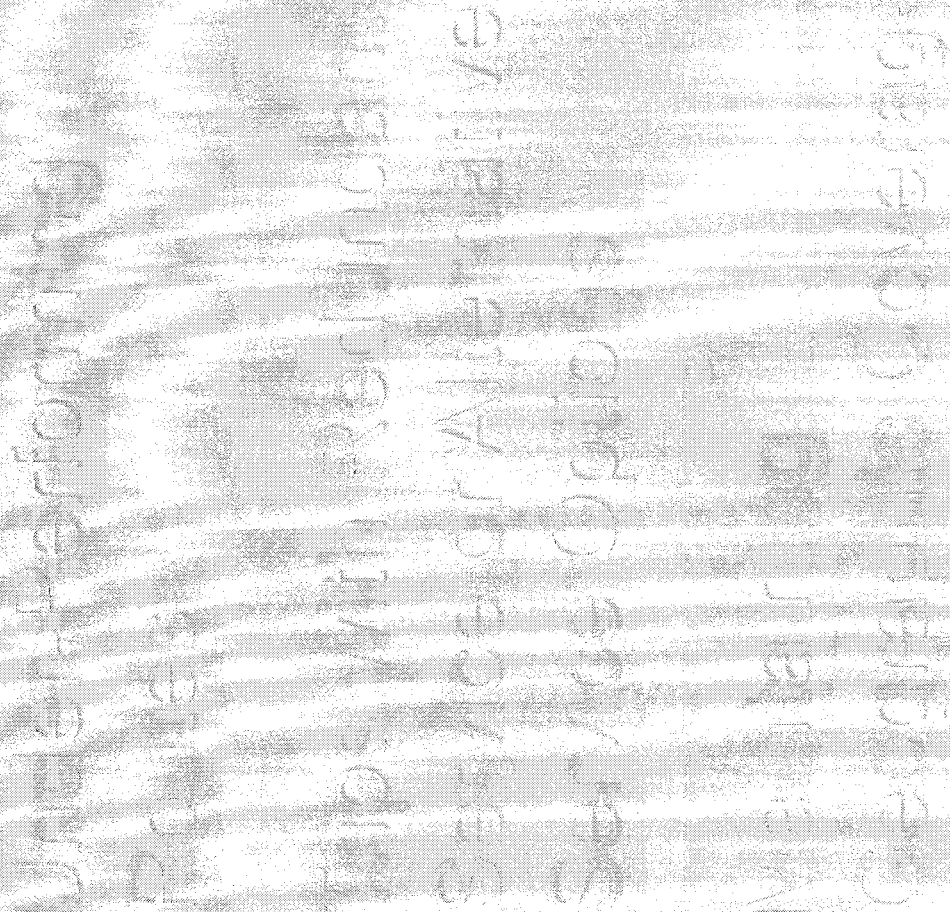
20% below the FY10 published budget

Trans Dev Act (TDA): -\$500,000

Sales tax based revenue allocated from the Regional Transportation Commission

- Directly to sales tax, more so and on every source available
- A large amount of responsibility
- Services reduction recommendation
- Involves reaching the right level to the
- The balanced FMIB Budgets
- Dedicated on reducing services by
- The recommended levels.

Factors for Determining Service Reductions



Efficiencies Without Additional Service Reductions:

DEPARTMENT OF
REVENUE
COMMUNICATIONS
DIVISION

Format of Presentation

- o Sectioned by Geographic Area
- o Color Coordinated

Red Text = Deletion/Reduction in Service

Blue Text = Change in Service Without Reduction

Green Text = Additional or Reinstatement of Service

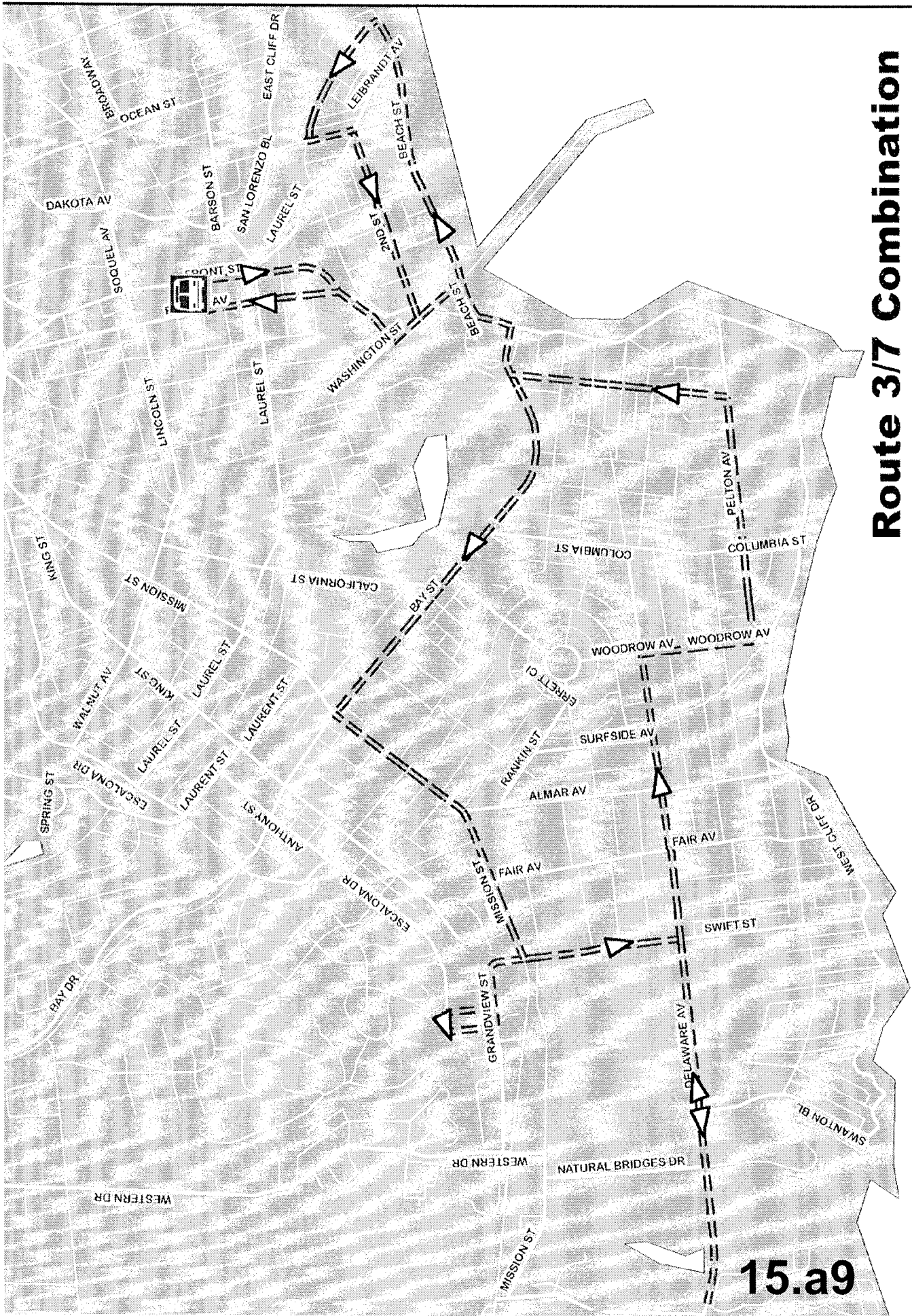
Local Santa Cruz

Description of Change

Combine Routes 3 and 7 into a new 50 minute Route.

Alternative Trips

Route 20/20D



Route 3/7 Combination

15.a9

UCSC

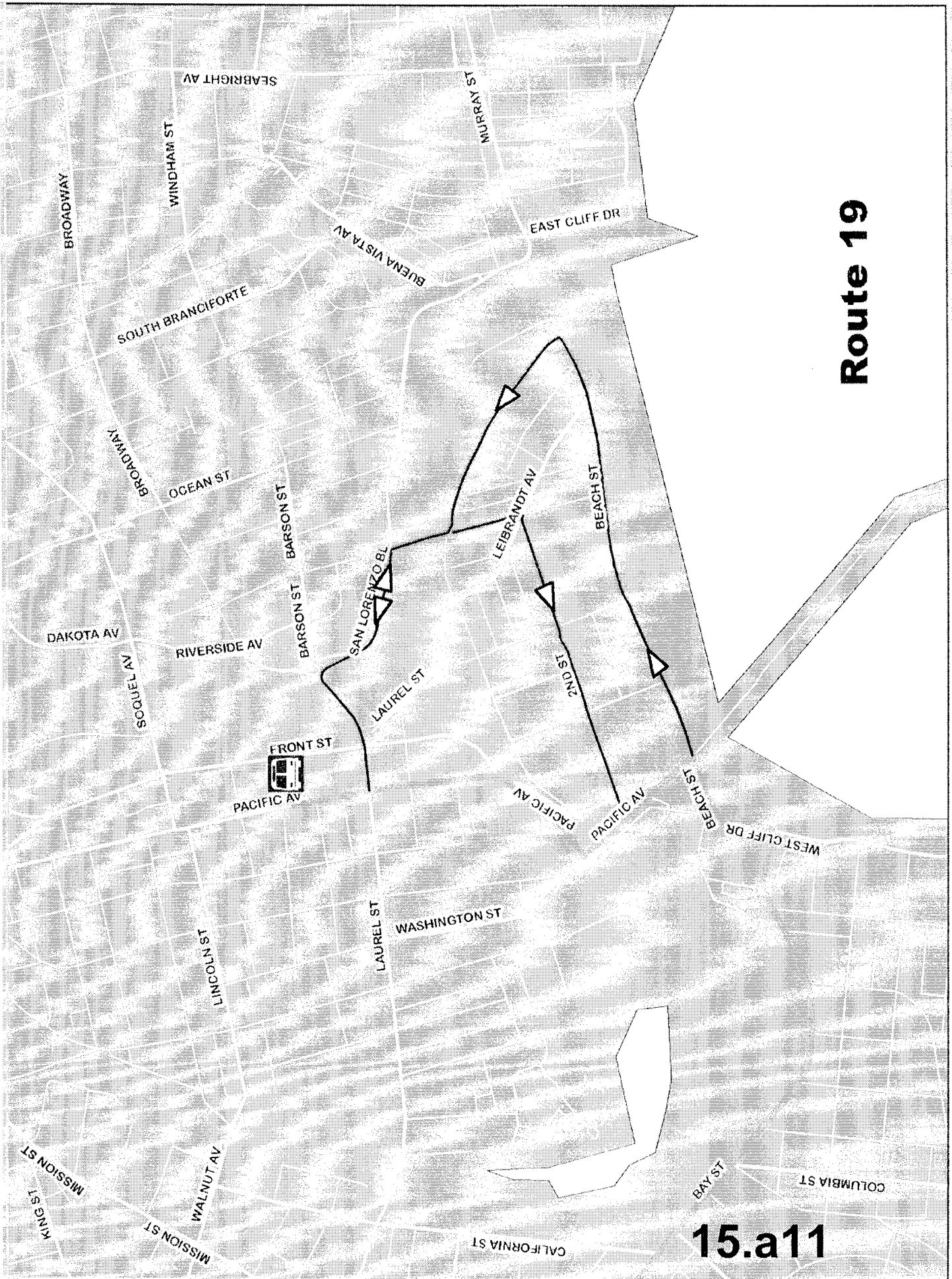
UCSC

UCSC

UCSC

UCSC

Service Affected	Area	WD/WE	Description of Change	Alternative Trips
Route 16N	UCSC Late Night Via Laurel	WD (Sun-Th)	<ul style="list-style-type: none"> Delete 12:00am Trip Delete 12:40am Trip Delete 1:20am Trip Delete 2:00am Trip 	None
Route 16N	UCSC Late Night Via Laurel	WE (Fri-Sat)	<ul style="list-style-type: none"> Delete 11:45pm Trip Delete 12:00am Trip Delete 12:40am Trip Delete 1:20am Trip Delete 2:00am Trip Delete 2:40am Trip 	None
Route 19	UCSC via Bay St.	WD & WE	Alter routing on evening trips to expand service along the beach front area	N/A
Route 19N	UCSC Late Night Via Bay St.	WE (Fri-Sat)	<ul style="list-style-type: none"> Delete 11:45pm Trip Delete 12:00am Trip Delete 12:40am Trip Delete 1:20am Trip Delete 2:00am Trip Delete 2:40am Trip 	Many alternative trips
Route 27X	UCSC Express	WD	Delete all 8 Trips	None
Night Owl Dial-a-Ride	UCSC Late Night Floater	WE (Fri-Sat)	Delete Friday/Saturday Floater (12:45am – 3:18am)	None

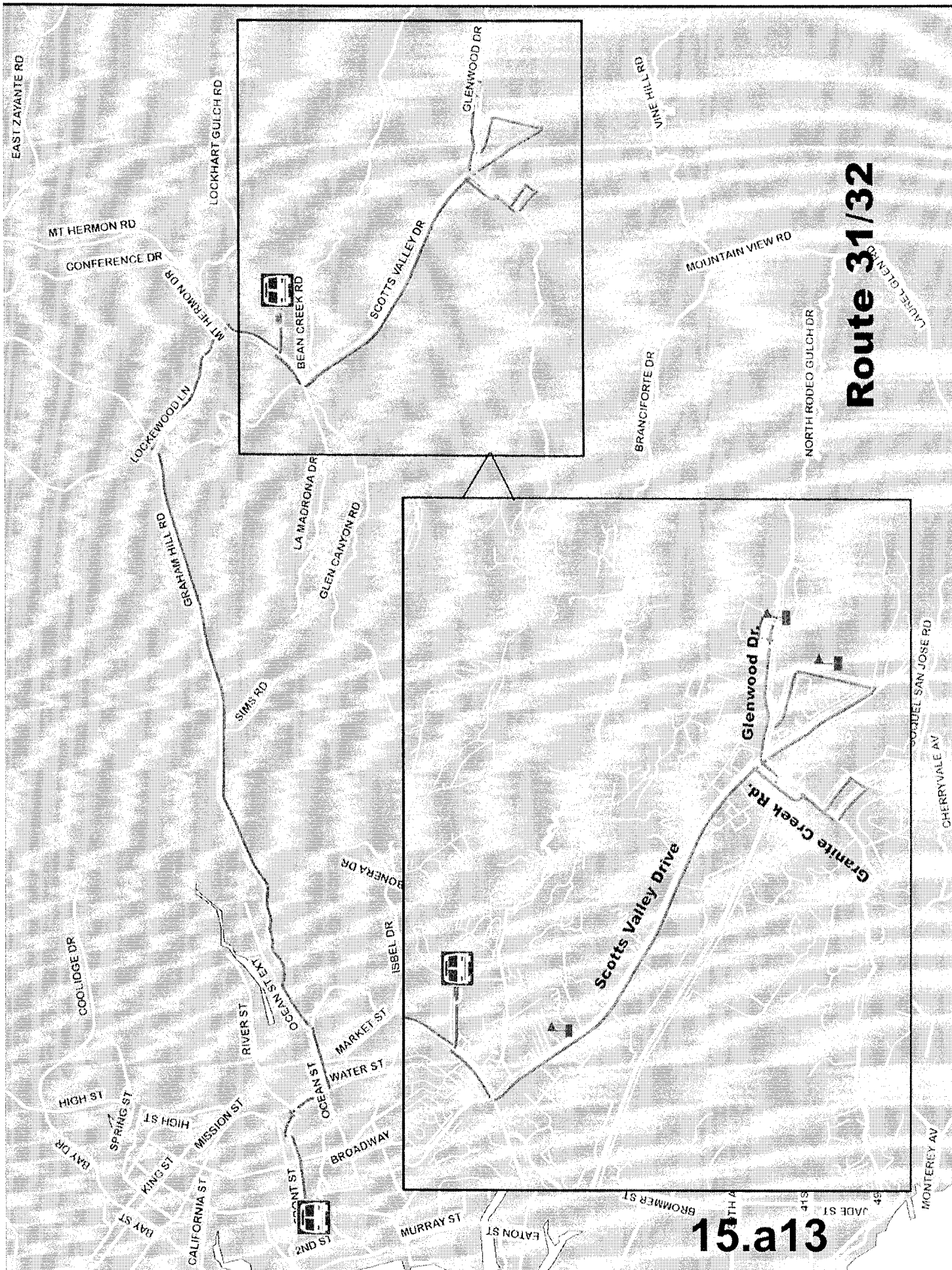


Route 19

15.a11

Scotts Valley & San Lorenzo Valley

Service Affected	Area	WD/ WE	Description of Change	Alternative Trips
Route 31	Scotts Valley	WD	<ul style="list-style-type: none"> •Delete 6:55am Trip •Delete 7:25am Trip •Delete 1:25pm Trip •Delete 2:30pm Trip •Delete 3:25pm Trip •Delete 4:25pm Trip 	<ul style="list-style-type: none"> •7:00am Route 35A •7:30am Route 35A
Route 32	Scotts Valley	WD	<ul style="list-style-type: none"> •Delete 2:15pm Trip •Delete 2:55pm Trip 	See Below
Route 31/32	Scotts Valley	WD	Add 4 trips to serve school bell times in Scotts Valley	N/A
Route 35	San Lorenzo Valley	WD	Change 7 afternoon Route 35's into Route 35A's	N/A
Route 35A	San Lorenzo Valley	WD	Delete 10:45pm Trip (to Santa Cruz)	None



Route 31/32

15.a13

Scotts Valley & San Lorenzo Valley

31 Santa Cruz / Scotts Valley

Departs	Departs	Departs	Departs	Departs	Departs	Departs	Arrives
Santa Cruz Metro Lane 4	Water & Ocean	Graham Hill & Treetop	Cavallaro Transit Center (Scotts Vly)	Vine Hill School	Burlwood Dr. & Granite Creek	Scotts Valley High School	Cavallaro Transit Center (Scotts Vly)
A	B	C	D	E	F	G	H
MONDAY - FRIDAY							
7:00 AM	7:05 AM	7:10 AM	7:20 AM	-----	-----	7:32 AM	7:40 AM
2:25 PM	2:30 PM	-----	-----	2:45 PM	-----	-----	2:57 PM

32 Scotts Valley Drive

Departs	Departs	Departs	Departs				Arrives
Cavallaro Transit Center (Scotts Vly)	Vine Hill School	Burlwood Dr. & Granite Creek	Scotts Valley High School	Burlwood Dr. & Granite Creek	Cavallaro Transit Center (Scotts Vly)	Water & Ocean	Santa Cruz Metro
A	B	C	D	E	F	G	H
MONDAY - FRIDAY							
7:45 AM	7:57 AM	8:05 AM	8:15 AM	-----	8:23 AM	-----	-----
3:00 PM	-----	-----	3:12 PM	3:15 PM	3:25 PM	3:33 PM	3:45 PM

15.a14

North Coast & Bonny Doon

Service Affected	Area	WD/ WE	Description of Change	Alternative Trips
Route 42	Davenport	WD	<ul style="list-style-type: none"> • Delete 12:30pm trip • Delete 7:15pm • Delete 10:00pm trip • Add 8:30pm Trip 	<ul style="list-style-type: none"> • None • None
Route 42	Davenport	WE	• Delete 10:00pm Trip	• None

Middle County

Service Affected	Area	WD/ WE	Description of Change	Alternative Trips
Route 53	Soquel/ Dominican	WD	Delete all 5 Trips	•Route 55 •Route 71
Route 54	La Selva	WE	Delete all 6 Trips	•Route 56 •Route 71
Route 54	La Selva	WD	Delete 5:30pm Trip	•Route 55 •Route 56 •Route 71
Route 56	La Selva	WD	Delete all 5 Trips	•Route 55 •Route 71
Route 56	La Selva	WD	Add 8:45am Trip Add 1:55pm Trip Add 5:35pm Trip	N/A
Route 56	La Selva	WE	Add 8:25am Trip Add 11:05am Trip Add 6:40pm Trip	N/A

Live Oak

Service Affected	Area	WD/ WE	Description of Change	Alternative Trips
Route 66 and 68	Live Oak	WD WE	Adjust Departure Times of Routes 66 and 68	•N/A
Route 68	Live Oak	WE	Delete 6:45pm Trip	•Route 66
Route 68N	Live Oak	WD	Delete all 10 Trips	•Route 19 •Route 66
Route 68N	Live Oak	WE	Delete all 10 Trips	•Route 19 •Route 66
Route 69	Capitola Road	WD	<ul style="list-style-type: none"> •Delete 6:00am Trip (to Santa Cruz) •Delete 9:52am Trip (to Capitola) •Delete 10:22am Trip (to Capitola) 	<ul style="list-style-type: none"> •5:55am Route 66 •9:37am Route 69W •10:07am Route 69A •10:37am Route 69W

Live Oak

66

Live Oak via 17th To Capitola Mall

Departs	Departs	Departs	Arrives
Santa Cruz Metro Lane 4	Capitola Road & 7th Ave.	Portola & 30th	Capitola Mall
MONDAY - FRIDAY			
6:45 AM	6:55 AM	7:03 AM	7:15 AM
7:45 AM	7:55 AM	8:03 AM	8:15 AM
8:45 AM	8:55 AM	9:05 AM	9:18 AM
9:45 AM	9:55 AM	10:05 AM	10:18 AM
10:45 AM	10:55 AM	11:05 AM	11:18 AM
11:45 AM	11:55 AM	12:05 PM	12:18 PM
12:45 PM	12:57 PM	1:07 PM	1:20 PM
1:45 PM	1:57 PM	2:08 PM	2:22 PM
2:45 PM	2:57 PM	3:08 PM	3:22 PM
3:45 PM	3:57 PM	4:08 PM	4:22 PM
4:45 PM	4:59 PM	5:10 PM	5:25 PM
5:50 PM	6:05 PM	6:16 PM	6:35 PM
6:50 PM	7:04 PM	7:15 PM	7:30 PM
7:55 PM	8:05 PM	8:15 PM	8:25 PM
9:00 PM	9:10 PM	9:20 PM	9:30 PM
10:00 PM	10:10 PM	10:20 PM	10:30 PM
SATURDAY - SUNDAY			
6:45 AM	6:55 AM	7:02 AM	7:10 AM
7:45 AM	7:55 AM	8:02 AM	8:10 AM
8:45 AM	8:55 AM	9:05 AM	9:15 AM
9:45 AM	9:55 AM	10:05 AM	10:15 AM
10:45 AM	10:55 AM	11:05 AM	11:15 AM
11:45 AM	11:55 AM	12:05 PM	12:15 PM
12:45 PM	12:57 PM	1:08 PM	1:20 PM
1:45 PM	1:57 PM	2:08 PM	2:20 PM
2:45 PM	2:57 PM	3:08 PM	3:20 PM
3:45 PM	3:57 PM	4:08 PM	4:20 PM
4:45 PM	4:58 PM	5:10 PM	5:25 PM
5:50 PM	6:03 PM	6:15 PM	6:30 PM
6:50 PM	7:01 PM	7:12 PM	7:25 PM
7:55 PM	8:05 PM	8:15 PM	8:25 PM
9:00 PM	9:10 PM	9:20 PM	9:30 PM
10:10 PM	10:20 PM	10:30 PM	10:40 PM

66

Live Oak via 17th To Metro Center

Departs	Departs	Departs	Arrives
Capitola Mall Lane 1	Portola & 30th	Capitola Road & 7th Ave.	Santa Cruz Metro Lane 4
MONDAY - FRIDAY			
5:55 AM	6:00 AM	6:08 AM	6:20 AM
7:00 AM	7:05 AM	7:13 AM	7:25 AM
7:50 AM	7:56 AM	8:06 AM	8:27 AM
8:00 AM	8:06 AM	8:16 AM	8:37 AM
9:00 AM	9:06 AM	9:16 AM	9:35 AM
10:00 AM	10:07 AM	10:16 AM	10:33 AM
11:00 AM	11:07 AM	11:17 AM	11:33 AM
12:00 PM	12:07 PM	12:17 PM	12:33 PM
1:00 PM	1:07 PM	1:18 PM	1:37 PM
2:00 PM	2:07 PM	2:18 PM	2:37 PM
3:00 PM	3:12 PM	3:23 PM	3:42 PM
4:05 PM	4:12 PM	4:23 PM	4:42 PM
5:05 PM	5:12 PM	5:23 PM	5:45 PM
6:05 PM	6:16 PM	6:23 PM	6:45 PM
7:10 PM	7:17 PM	7:27 PM	7:48 PM
8:25 PM	8:32 PM	8:40 PM	8:55 PM
9:40 PM	9:47 PM	9:55 PM	10:10 PM
10:40 PM	10:45 PM	10:52 PM	11:05 PM
SATURDAY - SUNDAY			
7:00 AM	7:05 AM	7:13 AM	7:25 AM
8:00 AM	8:05 AM	8:13 AM	8:25 AM
9:00 AM	9:06 AM	9:15 AM	9:30 AM
10:00 AM	10:06 AM	10:15 AM	10:30 AM
11:00 AM	11:07 AM	11:17 AM	11:33 AM
12:00 PM	12:07 PM	12:17 PM	12:33 PM
1:00 PM	1:07 PM	1:17 PM	1:35 PM
2:00 PM	2:07 PM	2:17 PM	2:35 PM
3:05 PM	3:12 PM	3:22 PM	3:40 PM
4:05 PM	4:12 PM	4:22 PM	4:40 PM
5:05 PM	5:12 PM	5:22 PM	5:40 PM
6:05 PM	6:12 PM	6:22 PM	6:40 PM
7:10 PM	7:17 PM	7:27 PM	7:45 PM
8:25 PM	8:01 PM	8:39 PM	8:55 PM
9:35 PM	9:41 PM	9:49 PM	10:05 PM
10:40 PM	10:45 PM	10:52 PM	11:05 PM

15.a18

Live Oak

68

Live Oak via Broadway/Portola To Capitola Mall

Departs	Departs	Departs	Departs	Arrives
Santa Cruz Metro Lane 4	Seabright & Broadway	East Cliff Village	Portola & 30th	Capitola Mall
A	B	C	D	E
MONDAY - FRIDAY				
6:15 AM	6:19 AM	6:23 AM	6:31 AM	6:40 AM
7:15 AM	7:19 AM	7:23 AM	7:31 AM	7:40 AM
8:15 AM	8:20 AM	8:26 AM	8:34 AM	8:45 AM
9:15 AM	9:20 AM	9:26 AM	9:34 AM	9:45 AM
10:15 AM	10:21 AM	10:27 AM	10:35 AM	10:48 AM
11:15 AM	11:21 AM	11:27 AM	11:35 AM	11:48 AM
12:15 PM	12:21 PM	12:27 PM	12:35 PM	12:48 PM
1:15 PM	1:23 PM	1:30 PM	1:40 PM	1:53 PM
2:15 PM	2:23 PM	2:30 PM	2:40 PM	2:53 PM
3:15 PM	3:23 PM	3:30 PM	3:40 PM	3:53 PM
4:15 PM	4:23 PM	4:30 PM	4:40 PM	4:53 PM
5:20 PM	5:28 PM	5:35 PM	5:45 PM	5:58 PM
SATURDAY - SUNDAY				
8:15 AM	8:20 AM	8:26 AM	8:35 AM	8:45 AM
9:15 AM	9:20 AM	9:26 AM	9:35 AM	9:45 AM
10:15 AM	10:20 AM	10:26 AM	10:35 AM	10:45 AM
11:15 AM	11:20 AM	11:26 AM	11:35 AM	11:45 AM
12:15 PM	12:22 PM	12:29 PM	12:38 PM	12:48 PM
1:15 PM	1:22 PM	1:29 PM	1:38 PM	1:50 PM
2:15 PM	2:22 PM	2:29 PM	2:38 PM	2:50 PM
3:15 PM	3:22 PM	3:29 PM	3:38 PM	3:50 PM
4:15 PM	4:22 PM	4:29 PM	4:38 PM	4:50 PM
5:20 PM	5:27 PM	5:34 PM	5:43 PM	5:55 PM

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68

Live Oak via Broadway/Portola To Metro Center

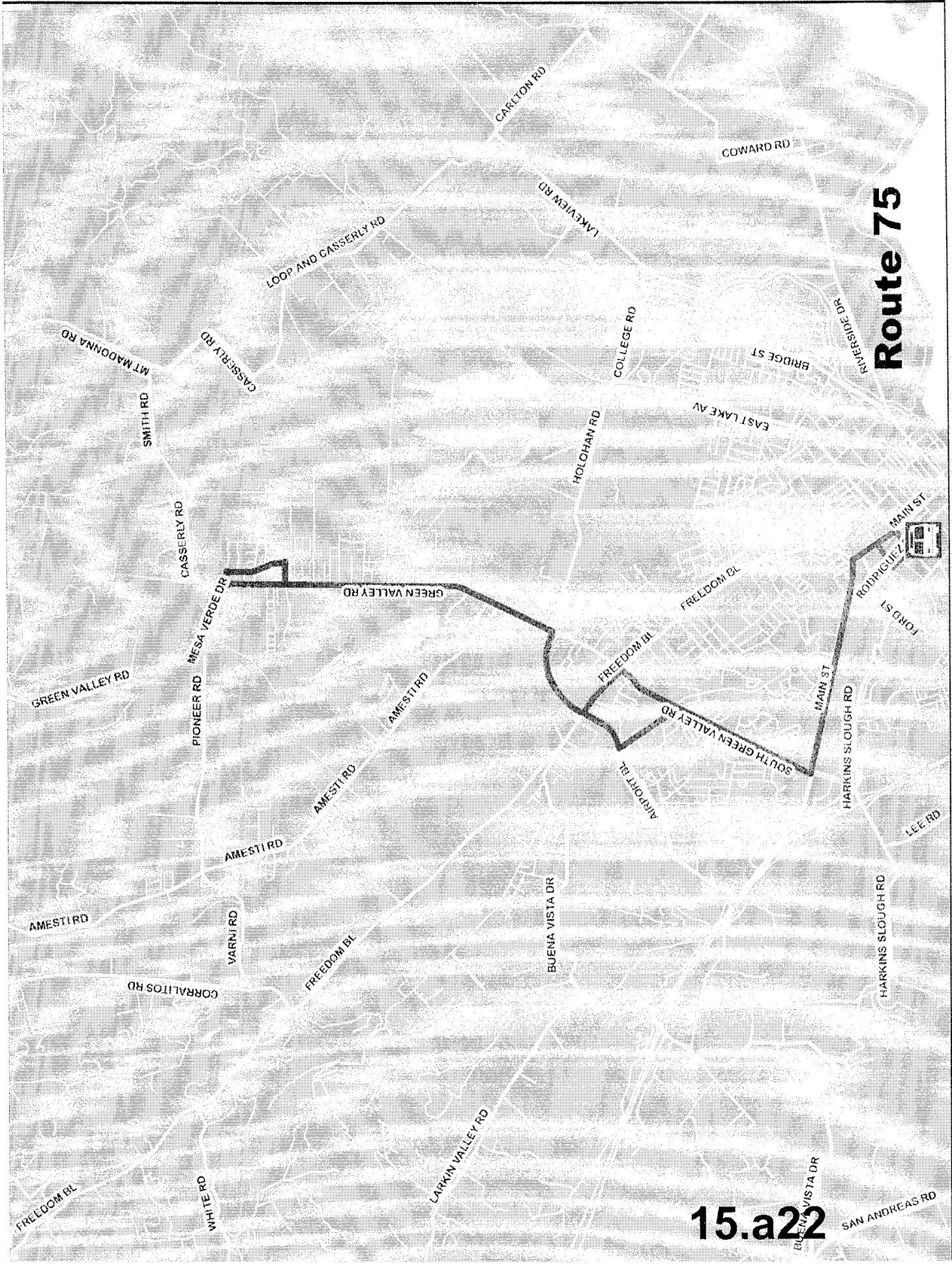
Departs	Departs	Departs	Departs	Arrives
Capitola Mall	Portola & 30th	East Cliff Village	Seabright & Broadway	Santa Cruz Metro Lane 4
E	D	C	B	A
MONDAY - FRIDAY				
6:30 AM	6:34 AM	6:43 AM	6:49 AM	7:00 AM
7:30 AM	7:34 AM	7:43 AM	7:49 AM	8:00 AM
8:30 AM	8:35 AM	8:45 AM	8:52 AM	9:03 AM
9:30 AM	9:36 AM	9:47 AM	9:54 AM	10:05 AM
10:30 AM	10:36 AM	10:47 AM	10:54 AM	11:05 AM
11:30 AM	11:36 AM	11:47 AM	11:54 AM	12:05 PM
12:30 PM	12:36 PM	12:47 PM	12:54 PM	1:05 PM
1:30 PM	1:36 PM	1:47 PM	1:56 PM	2:08 PM
2:30 PM	2:36 PM	2:47 PM	2:56 PM	3:08 PM
3:30 PM	3:36 PM	3:47 PM	3:56 PM	4:05 PM
4:30 PM	4:36 PM	4:47 PM	4:56 PM	5:05 PM
5:30 PM	5:36 PM	5:48 PM	5:57 PM	6:08 PM
6:40 PM	6:46 PM	6:58 PM	7:07 PM	7:18 PM
SATURDAY - SUNDAY				
8:30 AM	8:35 AM	8:45 AM	8:52 AM	9:00 AM
9:30 AM	9:35 AM	9:45 AM	9:52 AM	10:00 AM
10:30 AM	10:36 AM	10:46 AM	10:55 AM	11:03 AM
11:30 AM	11:36 AM	11:46 AM	11:55 AM	12:03 PM
12:30 PM	12:36 PM	12:46 PM	12:55 PM	1:03 PM
1:30 PM	1:36 PM	1:47 PM	1:56 PM	2:05 PM
2:30 PM	2:36 PM	2:47 PM	2:56 PM	3:05 PM
3:30 PM	3:36 PM	3:47 PM	3:56 PM	4:05 PM
4:30 PM	4:36 PM	4:47 PM	4:56 PM	5:05 PM
5:30 PM	5:36 PM	5:47 PM	5:56 PM	6:05 PM

Cabrillo/South County

Service Affected	Area	WD/ WE	Description of Change	Alternative Trips
Route 69A	Watsonville to S.C.	WE	Change 7:50am trip (to Santa Cruz) into a 69A	•N/A
Route 69N	Capitola Rd.	WD	Delete 9:40pm Trip	•Route 66
Route 70	Cabrillo	WD	Delete all 21 Trips	•Route 19 •Route 66
Route 91X	Santa Cruz Express	WD	Delete 6:25am Trip	•6:10am Route 71 •6:20am Route 69W
Route 91X	Santa Cruz Express	WE	Delete 7:15am Trip	•6:10am Route 71 •6:37am Route 69W
Route 91X	Watsonville Express	WD	Delete 6:35am Trip	•7:10am Route 71 •7:15am Route 69W

Local Watsonville

Service Affected	Area	WD/ WE	Description of Change	Alternative Trips
Route 75	Green Valley	WD	Delete 8:09pm Trip	None
Route 75	Green Valley	WD/ WE	Delete Wheelock Loop on 7 trips	None
Route 76	Corralitos/ Buena Vista	WE	Delete all Trips	•Route 69A •Route 71



Route 75



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Highway 17 Express

Service Affected	Area	WD/ WE	Description of Change	Alternative Trips
Highway 17 Express	Santa Cruz/ San Jose	WD	Delete portion of route between the Soquel Park & Ride and the Santa Cruz Metro Center on 4 Trips : •4:53am (to San Jose) •5:15am (to San Jose) •5:15pm (to Santa Cruz) •6:15pm (to Santa Cruz)	•6:45pm Route 71 •7:45pm Route 71

Statistics on Service Reduction Proposal

	Current	Proposed	% Change
Weekday Trips (per week)	3750	3371	10.1%
Weekday Service Hours (per week)	3146	2904	7.7%
Weekend Trips (per weekend)	741	666	10.1%
Weekend Service Hours (per weekend)	675	610	9.6%

Contact Santa Cruz METRO

Online: www.scmtd.com/en/agency-info/planning

Email: service@scmtd.com

Write to:

Service Reductions

Santa Cruz Metropolitan Transit District

110 Vernon St,

Santa Cruz, CA 95060

Call Customer Service: (831) 425-8600

Santa Cruz METRO Public Hearings

Date	Times	Locations	City
------	-------	-----------	------

(Routes serving the Location)

May 25, 2010	2:00pm & 6:00pm	Santa Cruz Metro Center	Santa Cruz
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920 Pacific Avenue

(Routes: All except 53-

56 72-79)

Santa Cruz METRO Public Hearings

Date	Times	Locations <small>(Routes serving the Location)</small>	City
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May 26, 2010	3:30pm & 5:00pm	Aptos Public Library 7695 Soquel Drive <small>(Routes: 55, 56, 69W, 71)</small>	Aptos
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Santa Cruz METRO Public Hearings

Date Times Locations City

(Routes serving the Location)

May 27, 2010 4:30pm & 6:00pm Marinovich Park Com. Center Watsonville

120 2nd Street
(Routes: 69A, 69W, 71, 72-79, 91X)

June 1, 2010 3:30pm & 5:00pm Watsonville Public Library Watsonville

275 Main Street
(Routes: 69A, 69W, 71, 72-79, 91X)

Santa Cruz METRO Public Hearings

Date	Times	Locations	City
------	-------	-----------	------

(Routes serving the Location)

May 24, 2010	4:30pm & 6:00pm	Simpkins Family Swim Center	Santa Cruz/
		979 17 th Avenue (Routes: 66)	Live Oak
May 28, 2010	4:30pm & 6:00pm	Simpkins Family Swim Center	Santa Cruz/
		979 17 th Avenue (Routes: 66)	Live Oak

Prepared by: Admin/Ed Date:

Santa Cruz METRO Public Hearings

Date	Times	Locations (Routes serving the Location)	City
------	-------	--	------

June 2, 2010	4:30pm & 6:00pm	Scotts Valley Com. Center 370 Kings Village Road (Routes 31, 32, 35A)	Scotts Valley
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Santa Cruz METRO Public Hearings

Date	Times	Locations	City
------	-------	-----------	------

(Routes serving the Location)

June 4, 2010	4:30pm & 6:00pm	Boulder Creek Rec. Hall Annex 13333 Middleton Avenue (Routes 35, 35A)	Boulder Creek
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PROPOSED SERVICE REDUCTION
 Due to declining revenues, METRO is forced to reduce transit services in Santa Cruz County. The proposed reductions will impact the following routes:

Westside Santa Cruz	3,7	Mission /Western /Lighthouse /Beach St.
UCSC	16N, 19N, 19, 27X	University: /Laurel /Lower Bay-Night Owl University-Lower Bay, UC Express
Scotts Valley	31,32	Scotts Valley/Santa Cruz via Hwy 17
San Lorenzo Valley	35, 35A	Santa Cruz/San Lorenzo Valley
North Coast	40, 41, 42	Davenport/Bonny Doon/North Coast Beaches
Live Oak	66,68,68N,69	Live Oak: Capitola Rd. / 17th /via East Cliff
Mid-County	53,54,56	Capitola: Soquel /Dominican Aptos, La Selva Beach
Watsonville	75	Green Valley
	76	Green Valley, Corralitos, Weekends Only
Cabrillo/South-County	69A,69W,70,91X	Capitola Road-Cabrillo-Watsonville

05/10/10

**For further information see <http://www.scmtd.com/service>
 Or call Customer Service (831) 425 8600**

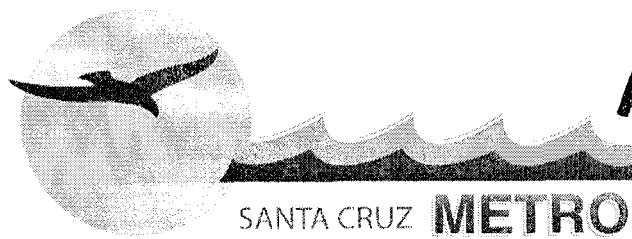
Santa Cruz METRO wants to hear from you! Please e-mail your comments by **June 11, 2010** on the proposed service reductions to service@scmtd.com, or mail them to:

Service Reductions: Santa Cruz Metropolitan Transit District
 110 Vernon St. Santa Cruz, CA 95060

JOIN US AT A COMMUNITY MEETING FOR DETAILS:

DATE	TIME	LOCATION	CITY
May 25, 2010	2:00 p.m. & 6:00 p.m.	Santa Cruz Metro Center 920 Pacific Avenue	Santa Cruz
May 26, 2010	3:30 p.m. & 5:00 p.m.	Aptos Library 7695 Soquel Drive	Aptos
May 27, 2010	4:30 p.m. & 6:00 p.m.	Marinovich Park Community Center 120 2nd Street	Watsonville
May 28, 2010	4:30 p.m. & 6:00 p.m.	Simpkins Family Swim Center 979 17th Avenue	Santa Cruz/ Live Oak
June 1, 2010	3:30 p.m. & 5:00 p.m.	Watsonville Public Library 275 Main Street, Suite 100	Watsonville
June 2, 2010	4:30 p.m. & 6:00 p.m.	Scotts Valley Community Center 370 Kings Village Road	Scotts Valley
June 4, 2010	4:30 p.m. & 6:30 p.m.	Boulder Creek Recreation Hall Annex 13333 Middleton Avenue	Boulder Creek

15.61



Attachment **C**

SANTA CRUZ **METRO**

Santa Cruz METRO Proposed Service Reduction
INFORMATION ALERT

Santa Cruz METRO, with the support of *Community Television of Santa Cruz County*, has produced two 25 minute television programs in English and Spanish, presenting the details of the Proposed Service Reductions that will be the subject of 16 Public Community Meetings at several locations around the County starting on May 25, 2010.

This program is scheduled to play on Comcast 25 / Charter 71, and will also be streaming LIVE at www.communitytv.org on the following dates and times.

METRO Service Reduction - ENGLISH

Tuesday, 5/11/2010 at 11:00am
Wednesday, 5/12/2010 at 5:30pm
Friday, 5/14/2010 at 6:30pm
Friday, 5/14/2010 at 9:00pm
Sunday, 5/16/2010 at 5:30pm
Tuesday, 5/18/2010 at 11:00am
Friday, 5/21/2010 at 6:30pm

For more information please visit our website at www.scmtd.com

Comment via email to service@scmtd.com

Send a letter to Santa Cruz METRO /110 Vernon Street Santa Cruz, CA 95060

Or call Customer Service at (831) 425 8600 / M-F 7 – 6

Thank you for your attention. METRO values your opinion and would encourage you to comment on these proposed service reductions.

15.c1



PROPUESTA de REDUCCION de SERVICIOS
 Debido a la disminución de ingresos, METRO se ve obligado a reducir los servicios de tránsito en el Condado de Santa Cruz. Las reducciones propuestas tendrán un impacto en las siguientes rutas:

Westside Santa Cruz	3,7	Mission /Western /Lighthouse /Beach St.
UCSC	16N, 19N, 19, 27X	University: /Laurel /Lower Bay-Night Owl University-Lower Bay, UC Express
Scotts Valley	31,32	Scotts Valley/Santa Cruz vía Hwy 17
San Lorenzo Valley	35, 35A	Santa Cruz/San Lorenzo Valley
North Coast	40, 41, 42	Davenport/Bonny Doon/North Coast Beaches
Live Oak	66,68,68N,69	Live Oak: Capitola Rd. / 17th /vía East Cliff
Mid-County (Mediados del Condado)	53,54,56	Capitola: Soquel /Dominican Aptos, La Selva Beach
Watsonville	75	Green Valley
	76	Green Valley, Corralitos, Solo Fin de Semana
Cabrillo/South-County	69A,69W,70,91X	Capitola Road-Cabrillo-Watsonville

05/10/10

**Para más información, vaya al <http://www.scmtd.com/service>
 O llame al Servicio al Cliente at (831) 425 8600**

Santa Cruz METRO quiere oír de usted! Por favor envíe sus comentarios por correo electrónico antes del **11 de junio, 2010** sobre la propuesta de reducción de servicio al service@scmtd.com, o por correo a:

Service Reductions: Santa Cruz Metropolitan Transit District
 110 Vernon St. Santa Cruz, CA 95060

Unase con nosotros en una reunion comunitaria para mas detalles:

FECHA	HORA	UBICACIÓN	CIUDAD
25 de mayo, 2010	2:00 p.m. & 6:00 p.m.	Centro del Santa Cruz Metro 920 Pacific Avenue	Santa Cruz
26 de mayo, 2010	3:30 p.m. & 5:00 p.m.	Biblioteca de Aptos 7695 Soquel Drive	Aptos
27 de mayo, 2010	4:30 p.m. & 6:00 p.m.	Centro Comunitario Marinovich Park 120 2 nd Street	Watsonville
28 de mayo, 2010	4:30 p.m. & 6:00 p.m.	Centro de Natación Familiar Simpkins 979 17 th Avenue	Santa Cruz/ Live Oak
1 de junio, 2010	3:30 p.m. & 5:00 p.m.	Biblioteca Pública de Watsonville 275 Main Street, Suite 100	Watsonville
2 de junio, 2010	4:30 p.m. & 6:00 p.m.	Centro Comunitario de Scotts Valley 370 Kings Village Road	Scotts Valley
4 de junio, 2010	4:30 p.m. & 6:30 p.m.	Salon de Recreación Anexo Boulder Creek 13333 Middleton Avenue	Boulder Creek

15.62



Attachment D

Propuesta de Reduccion de Servicios

INFORMACION DE ALERTA

Santa Cruz METRO, con el apoyo de la *Televisión Comunitaria del Condado de Santa Cruz*, ha elaborado dos programas de television, dure 25 minutos, en Inglés y Español. Se presenta los detalles de las reducciones propuestas de servicios que serán objeto de 14 de Reuniones Públicas de la Comunidad en varios lugares alrededor de la Condado de partida el 25 de mayo de 2010.

Este programa está programado para jugar en Comcast 25 / Charter 71, y también será transmitido en vivo en www.communitytv.org en las siguientes fechas y horarios.

METRO Reduccion de servicios en ESPAÑOL

Martes, 5/11/2010 a las 11:30am

Viernes, 5/14/2010 a las 6:00pm

Martes, 5/18/2010 a las 11:30am

Viernes, 5/21/2010 a las 6:00pm

Usted puede asistir a una de estas reuniones y darnos sus comentrios en persona o puedes visitar nuestra pagina web www.scmttd.com.

Nos puede enviarnos un correo electronico a service@scmttd.com

Envie una carta a SC METRO / 110 Vernon Street Santa Cruz, CA 95060

O llame al Servicio al Cliente al (831) 425 8600

Gracias por su atencion y requerde que METRO valora su opinion y quiere oir sus comentarios sobre cambios propuestos.

15.d1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Ciro Aguirre, Operations Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH CREATIVE BUS SALES, INC. FOR PURCHASE OF FIVE (5) PARATRANSIT MINI-VANS FOR AN AMOUNT NOT TO EXCEED \$231,077

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract with - Creative Bus Sales, Inc. for the purchase of five (5) paratransit mini-vans for an amount not to exceed \$231,077

II. SUMMARY OF ISSUES

- Staff has determined that five Paratransit mini-vans are required to service areas that pose maneuvering issues encountered in some of the rural parts of Santa Cruz County.
- A paratransit vehicle request for proposal was conducted by the California Association for Coordinated Transportation and Morongo Basin Transit Authority to solicit proposals from qualified firms for the purchase of paratransit vehicles.
- Santa Cruz METRO can purchase five (5) mini-vans from this contract as a piggy-back procurement allowed under Federal Transit Administration Third Party Contracting Guidance Circular C 4220.1F.

III. DISCUSSION

The fleet of mini-vans currently in operation for METRO ParaCruz has reached the end of its useful life and in need of replacement. Twenty-two (22) raised top vans will be purchased to replace the bulk of the current ParaCruz mini-van fleet. Staff has reviewed maneuvering issues encountered throughout certain areas of Santa Cruz County and have determined that five (5) mini-vans will be required to service those areas. American Reinvestment Recovery Act (ARRA) funds will be used for this procurement.

In the past, Santa Cruz METRO has purchased paratransit mini-vans using the State of California Department of General Services' (DGS) paratransit vehicle contract. Since the fall of 2009, the State DGS has failed to award a contract on two separate occasions for these types of vehicles citing problems with the submitted bids.

A competitive procurement was conducted to solicit bids from qualified firms from the California Association for Coordinated Transportation (CalACT) and the Morongo Basin Transit

16.1

Authority (MBTA). This procurement was audited by the California Department of Transportation (Caltrans) which concluded that all Federal Transit Administration (FTA) required contract terms and conditions have been complied with. Santa Cruz METRO will be charged a 1.5% contract fee from CalACT/MBTA for the use of this contract.

Santa Cruz METRO can purchase mini-vans from this contract as a piggy-back procurement allowed under FTA Third Party Contracting Guidance Circular C 4220.1F. The purchase of five (5) mini-vans will include the following options: Low Floor configuration, Freedman rear lowered bench seat, cloth seat covers, installation of custom graphics (ParaCruz provided decals), and a power sliding door with ramp access.

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Creative Bus Sales, Inc. for the purchase of five (5) paratransit mini-vans for an amount not to exceed \$231,077.

IV. FINANCIAL CONSIDERATIONS

American Reinvestment Recovery Act Funds to support this contract are included in the FY10 Capital budget under Grant Funded Projects.

V. ATTACHMENTS

Attachment A: Contract Procurement Costs Summary

Attachment B: Contract with Creative Bus Sales

Prepared By: Lloyd Longnecker, Purchasing Agent
Date Prepared: May 18, 2010

Note: The CalACT/MBTA Contract is available for review at the Administration Office of Santa Cruz METRO or online at www.scmtd.com

16.2

Attachment A

Procurement Cost Summary for Five Paratransit Mini-vans

Mini-Van Pricing	Per Unit
El Dorado Amerivan PT Mini-van	\$ 38,564.00
Document Prep Fee	\$ 55.00
Options	\$ 3,745.00
Subtotal	\$ 42,364.00
ADA Amount	\$ (11,500.00)
Taxable amount	\$ 30,864.00
Sales Tax @9.5%	\$ 2,932.08
Delivery Fee	\$ 225.00
DMV Electronic Filing	\$ 50.00
California Tire Fee	\$ 8.75
Total unit price	\$ 45,579.83
Total for 5 mini-vans	\$ 227,899.15
CalAct Fee of 1.5%	\$ 3,177.30
Grand Total for Procurement	\$ 231,076.45

16.a1

**CONTRACT FOR PROCUREMENT OF PURCHASE OF
FIVE EACH PARATRANSIT MINI-VANS (10-26)**

THIS CONTRACT is made effective on June 1, 2010 between SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO "), and CREATIVE BUS SALES, INC. ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.02 Santa Cruz METRO's Need for Purchase of Five Each Raised Paratransit Mini-Vans

Santa Cruz METRO requires the purchase of five each paratransit mini-vans to be used for paratransit service. In order to obtain said five each paratransit mini-vans, a contract was processed by the California Association for Coordinated Transportation and Morongo Basin Transit Authority setting forth specifications for such purchase of five each paratransit mini-vans. The California Association for Coordinated Transportation and Morongo Basin Transit Authority contract is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of paratransit mini-vans desired by Santa Cruz METRO and whose principal place of business is 13501 Benson Avenue, Chino, CA. Pursuant to the Invitation for Bids by the California Association for Coordinated Transportation and Morongo Basin Transit Authority, Contractor submitted a bid for Provision of said paratransit mini-vans, which is attached hereto and incorporated as an exhibit to Exhibit A.

1.04 Selection of Contractor and Intent of Contract

On May 28, 2010, Santa Cruz METRO selected Contractor to provide said five paratransit mini-vans. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

Santa Cruz METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14 of the General Conditions of the Contract.

16.61₁

a) Exhibit A

California Association for Coordinated Transportation and Morongo Basin Transit Authority's Request for Proposal No. 09-02 dated November 2009 including Addendum No. 1 dated December 4, 2009, Addendum No. 2 dated December 4, 2009, Addendum No. 3 dated December 10, 2009, and Addendum No. 4 dated January 4, 2010.

b) Exhibit B

Proposal Response from Creative Bus Sales, Inc. dated December 18, 2009.

c) Exhibit C

Santa Cruz METRO's Cost summary sheet for the purchase of five paratransit mini-vans with options under this contract submitted by Creative Bus Sales, Inc..

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B and C.

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Morongo Basin Transit Authority contract.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor as identified in the Cost Summary Form, Exhibit B, not to exceed amount of \$231,077, for satisfactory completion of all work under the terms and provisions of this Contract within thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the \$231,077, maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a purchase order number provided by Santa Cruz METRO upon delivery of vehicle(s). Contractor's invoices shall include detailed records. Expenses shall only be billed if allowed under the contract.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4)

16.62

years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to Santa Cruz METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by Santa Cruz METRO unless specifically allowed by this contract.

5. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

Attention: General Manager

CONTRACTOR

Creative Bus Sales, Inc.
13501 Benson Avenue
Chino, CA 91710-5232

Attention: Dan Williams

16.63

6. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CREATIVE BUS SALES, INC.

By _____
Anthony Matijevich
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

16.64

EXHIBIT - A



CalACT/MBTA

COOPERATIVE PURCHASING SCHEDULE

VEHICLE SPECIFICATIONS

AND

BID REQUIREMENTS

ACCESIBLE

TRANSIT/PARATRANSIT VEHICLES

RFP # 09-02
(rev. 120409)

Morongo Basin Transit Authority
Lead Agency for the
California Association for Coordinated Transportation
November 2009



1.0 Background Information

The Morongo Basin Transit Authority (“MBTA”) a member of the California Association for Coordinated Transportation (“CalACT”) takes the lead agency role in the formation of the CalACT/MBTA Vehicle and Materials Purchasing Cooperative. For the purposes of this Cooperative Purchasing Schedule, the informal arrangement entered into by the MBTA and CalACT shall hereinafter be referred to as the “Cooperative.”

The specific roles and obligations of the MBTA and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by the parties. As a general matter, MBTA staff, consultants, and counsel shall be responsible for the development of bid requirements, product specifications and the awarding of vehicle contracts on behalf of the Cooperative. After the vehicle contract is awarded, CalACT shall be responsible for assigning the vehicles, collecting fees, and the general administration of the vehicle contract.

2.0 Solicitation Details

The Cooperative seeks sealed proposals for the Vehicle Classes detailed in Attachment A and A-1. These vehicles may be purchased using Federal Transit Administration (“FTA”) funding by Cooperative members. Said proposals to be submitted without price information are to be received by MBTA at the office of the General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, Ca 92252 up to and no later than 2:00 pm on December 18, 2009. Proposals are to be delivered in person by a representative of the proposing firm. No proposals received after the above specified date and time will be accepted. After evaluation of non-cost factors is complete, the Cooperative will correspond with responsive firms requesting price information.

The form of procurement for this solicitation is the development of a **Local Government Purchasing Schedule** as defined in the FTA Circular 4220.1F Chapter V, Part 4. Wherein the FTA authorizes local governments to make arrangements with multiple vendors to provide options for goods or services in the future at established prices to the local government or others that the local government chooses to share these arrangements with. Unlike other forms of procurement, the FTA does not require the specification of a minimum or maximum quantity of purchase for such a schedule, however for planning purposes, the Cooperative will upon request provide the potential vendors with an estimate derived from a vehicle survey conducted amongst the CalACT membership.

The FTA's Best Practice Procurement Manual (Ch 2, pp 68-69) also provides grantees with a justification for Multiple Award Contracting "in order to ensure the quality or timeliness of deliveries by not limiting the grantee to a single supplier who may not perform according to the grantee's expectations or needs or who may not be able to meet peak delivery requirements. In this event, another supplier is immediately available to assure that needs will be met."

In accordance with 49 U.S.C. § 5325 (c), FTA recipients may award contracts to parties other than a low bidder in order to further objectives such as long term efficiency and lower costs. In addition, 49 U.S.C. § 5325 (f) (1b) authorizes recipients to base awards for rolling stock on factors such as performance, standardization, life cycle costs or other factors or on a competitive process for selection of award such as this solicitation's. (49 U.S.C. 5325 (f) (2).)

Further, the California legislature in Public Contract Code § 20217 (a) finds and declares that it is in the public interest for **transit agencies** to "consider the broadest possible range of competing products and materials available, fitness of purpose, manufacturer's warranty, vendor financing, performance reliability, standardization, life cycle costs, delivery timetables, support logistics, and other similar factors in addition to price in the award of these contracts."

The above, as well as precedents set by practices in other states provide a preponderance of clear and compelling justifications for the Cooperative to create and maintain a bid schedule with multiple awards for products and for its assignees to purchase from the schedule considering factors other than lowest price.

The MBTA specifically reserves the unilateral right to exercise part or all of the options for vehicles covered under this document for a period of twenty-four (24) months after the date of award of the contract(s). The MBTA further reserves the unilateral right to assign or withhold assignment of vehicles under this procurement to any other public agency, government entity, or non-profit organizations performing governmental services under intergovernmental contracting procedures. The assignment of deliverable vehicles under these options shall be accomplished in accordance with the terms of this Contract. The assignment shall be in writing, signed between The MBTA or its designated agent(s) and the assignee, and be approved by the contractor. Assignees shall acknowledge in writing their responsibility for inspection of product and enforcement of contract. Further, assignees and the contractor will hold the MBTA and its agent(s) harmless from any liabilities.

Each proposal shall conform to and be responsible to this Request for Proposal ("RFP"). The RFP for this contract opportunity, including information for proposing firms, vehicle specifications, and all other documents are now on file and copies thereof may be obtained at the MBTA office.

The MBTA reserves the right to reject any or all proposals and to waive any irregularities and informalities in proposals received.

The Cooperative may assign any/all of the non-exercised units to other publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services. Other political subdivisions authorized to purchase with public funds may be allowed to purchase from bid schedule with written consent from the Cooperative and Contractor. Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price, terms and conditions from the time of contract award to the expiration of the contract term. The Cooperative will consider granting one (1) substantiated request for adjustment only in the event of an inordinate or unusual price increase from the chassis manufacturer during the contract term. Such a price increase should be due to an unusual event causing the Original Equipment Manufacturer ("OEM") to make such a price increase such as regulatory changes outside the OEM's control or OEM manufacturer increasing prices for chassis at a rate that is at a minimum twice the historical rate of increase for this item in the past five years. The documentation of such factors shall be provided by the dealer. Should the Cooperative not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed by the Cooperative's purchasing schedule upon the responsible dealer's request.

Subsequently there shall be two (2) one-year renewal options at the end of each model year after the initial twenty-four (24) month period. A cost increase shall be considered at each renewal date, up to a maximum of 4%, due to chassis cost increases and/or manufacturer's option cost increases. Vendor is responsible for requesting and providing justification for such cost increase in a timely manner for consideration by the MBTA. The MBTA, in its sole and absolute discretion, may choose to accept or reject each new model year renewal cost increase.

During the proposal process, all correspondence and verbal contact shall be directed to the General Manager, Morongo Basin Transit Authority: 62405 Verbena Road, Joshua Tree, California, 92252. Telephone 760.366.2986, Fax 760.366.2445, email joe@mptabus.com.

Proposers must submit one (1) original signature signed copies and three (3) hard copies per proposal. Bidder shall submit one (1) copy of financial statement as specified herein.

3.0 Method of Selection and Awards

The Cooperative's objective in this procurement is to conduct a solicitation that provides members the ability to select the vendor and product of their choice while maintaining compliance with FTA standards regarding competitive acquisition of goods and services by recipients. Towards this end, the

competitive method of selection by the Cooperative will be by ***Negotiated Procurement***.

Successful inclusion into the Procurement schedule requires the following steps:

1. Demonstration of sufficient financial strength and resources to perform the work contracted for by providing financial statements supported by correspondence by an outside professional certified public accountant. MBTA will determine the acceptability and sufficiency of the documents submitted at its sole and absolute discretion. Proposer to submit one (1) copy of this document separately to the MBTA in a sealed envelope identifying its contents marking each page with a notation stating "Confidential for MBTA only".
2. Evidence of adequate manufacturing facilities to produce and factory test equipment on schedule and the existence of a spare parts distribution system sufficient to support equipment without delays and a service organization with skills and equipment sufficient to perform all warranty and on-site work.
3. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps offeror took to resolve any judgments, liens, fleet defects history and warranty Claims. Offeror shall submit five (5) client references with its proposal.
4. Proposed vehicle(s) meeting Vehicle Specifications and other bid requirements specified in this solicitation. Offeror must submit a narrative description detailing which vehicles classes it is making a proposal for and the technical specifications for each vehicle class in one consolidated (1) proposal package without including pricing information.
5. Offerors meeting the non-cost based criteria of the solicitation will be then asked to submit pricing information. The opening of the pricing information will not be public.
6. Proposals that offer a product compliant with the solicitation's specifications and whose price meets a pre-determined but undisclosed competitive range will be included in the Notice of Intent to Award for the vehicle schedule. Pricing offered must fall within a competitive range, pre-determined for the base vehicle price, and within a competitive range for the total aggregate price of the evaluated options identified by the solicitation. Pricing will not be disclosed to any party until after all the awards are made.
7. Proposals that offer a product compliant with the solicitation's specifications but whose pricing is not the within pre-determined but undisclosed

competitive ranges will be afforded one (1) opportunity to make one (1) Best and Final Offer (“BAFO”) to provide pricing within the competitive ranges.

Offerors of any proposals that have been determined as not compliant with the solicitation requirements and/or not in the competitive pricing ranges, and cannot be reasonably made to be within the competitive ranges or compliant, will be notified in writing, including the shortcomings of their proposals.

4.0 Vehicle Specifications (Attachments A, A-1 and A-2)

5.0 Required Certifications and Assurances (Attachment B)

6.0 Successful Bidder(s) Notes and Requirements

- 1) The Successful Bidders or Prime Contractor(s) shall be the single point of contact for all warranty issues. The Bidder shall coordinate any or all warranty issues to correct defects in materials and workmanship during the warranty period, which shall begin on the date that payment is authorized (the date of full acceptance). This requires the Successful Bidder to provide a single point of contact for all warranty issues to the Procuring Agency in coordinating all OEM, and component warranties, etc. The warranty of each unit shall include the chassis, engine, drive train, add-on equipment, vehicle modifications, etc., and shall be for the current OEM standard warranty and shall start at the date and mileage of acceptance. Delayed warranty certification shall be provided for each vehicle at time of acceptance. Proposing firms shall describe their policy and procedures on warranty(s) both on workmanship and material as applying to this equipment along with the method of adjustment. Manufacturer shall assume responsibility and warranty for materials and accessories used in the vehicles whether the same are made by the manufacturer or purchased from an outside source. A copy of this warranty shall be provided. The Successful Bidder warrants and guarantees to the Procuring Agency each complete bus and specific subsystem and components for parts and labor as follows:

A. OEM standard factory warranties for chassis and engine.

The wheelchair lift shall be warranted for a minimum of sixty (60) months, unlimited mileage and cycles.

The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 36,000 miles. Warranty to be extended to 100,000 miles by the manufacturer to cover any failure as a result of frame alterations to lengthen the chassis for a Class C. This would include but not be limited to frame, drive lines, brake lines and fuel lines that are altered as a result of the chassis stretch.

The air-conditioning system shall be warranted for a minimum of twenty-four (24) months, unlimited mileage.

B. CNG Warranty

CNG warranty shall cover: All fittings, steel tubing, flexible conductive hose and non electrical components shall have a limited lifetime warranty. All electrical components shall be warranted for three (3) years or 36,000 miles. All installation hardware (nuts, bolts, washers) shall be warranted from manufacturer defects for the life of the vehicle.

- All aluminum or composite cylinders shall be warranted no less than 15 years from the original hydrostat test date stamped on the cylinder label with the condition the cylinder is properly maintained and used in accordance to manufacturer recommendations. Throughout the entire fifteen (15) year warranty period, the cylinder must be visually inspected internally and externally by properly trained and certified inspectors at intervals required by applicable regulations. The results of each required inspection must be properly documented in accordance with applicable regulations ANSI/NGV 2 & FMVSS 304.
- All tank brackets and cradles shall have a limited lifetime warranty from manufacture defects for the life of the product.
- All CNG cylinder valves shall be warranted from defects in the design, materials and workmanship for two years unlimited mileage.
- CNG conversion kits shall be warranted for no less than three (3) years or 36,000 miles (Including the regulator, fuel rail, fuel hose, fuel injectors, electrical harness, electrical connectors.)
- The installing organization shall warrant all workmanship for five (5) years or 100,000miles from date of installation.

The warranty shall not apply to any part or component of the vehicle that has been repaired or altered in any way so as to adversely affect its performance or reliability, except insofar as such repairs were made in accordance with the contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall be void if the buyer fails to conduct normal inspections and schedule preventative maintenance procedures as recommended in the contractor's maintenance manuals.

- 2) The warranty shall not apply to any part or component of the vehicle that has been repaired or altered in any way so as to adversely affect its performance or reliability, except insofar as such repairs were in accordance with maintenance manuals provided by the Successful Bidder and the workmanship was in accordance with recognized industry standards. The warranty may be voided if the buyer fails to conduct normal inspections and/or scheduled preventative maintenance procedures as recommended in the maintenance manuals provided by the Successful Bidder. Warranty shall not apply to normal wear items such as brake pads, belts, bulbs or lubricants.

- 3) **Fleet Defects:** A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this Contract. For the purposes of this bid, identical defects occurring within twenty five (25) percent of vehicles delivered shall be considered a "fleet defect". The Successful Bidder shall correct any and all fleet defects under the warranty provisions. The Successful Bidder is responsible for the inspection and/or correction of the potential or defective parts in all of the vehicles affected.
- 4) Successful Bidder(s) are required to meet with the Cooperative every six (6) months to review contract requirements, warranty issues, the delivery schedule, usage reports, and to resolve any customer issues. The first meeting shall be scheduled at the pre-production meeting. Meetings will occur approximately every six (6) months for the length of the contract. The meetings will take place at the agency or at the point of manufacture.
- 5) Each Bidder shall describe its policy and procedures concerning warranties, both on workmanship and material, as they apply to this equipment, and the Successful Bidder's/manufacture's method of adjustment. The final stage manufacturer and/or the Successful Bidder shall assume responsibility and warranty for all materials and accessories used in the vehicles, whether they are made by the manufacturer or purchased from an outside source. The warranty, as well as any recall notifications, shall cover each vehicle, and the ultimate purchaser or recipient agency.
- 6) **Service Warranty:** Any recognized service or warranty work required, which is performed by the Successful Bidder, under the Bidder's or manufacturer's warranty shall be performed within the State of California. It shall be the responsibility of, and paid for by the Successful Bidder. This location shall be within two (2) hours travel time of the recipient's location or the Successful Bidder shall provide warranty work certification to a local shop capable of performing the work or provide for mobile service to the buyer's facilities to make repairs.
- 7) **Parts:** An adequate stock of repair parts and qualified service facilities shall be readily available within the State of California, and shall be available and delivered to the transportation providers repair shop within seventy-two (72) hours of the time requested/ordered from the Successful Bidder.
- 8) The Successful Bidder shall bear all reasonable financial costs for providing backup service from alternative sources, for failure to provide repair parts within the seventy-two (72) hour time limit. The Successful Bidder shall bear all costs until the parts are received. Freight and transportation for the parts shall be the

responsibility of the Successful Bidder and the use of an overnight delivery is required when the bus is put out of service due to the needed parts. If overnight delivery is not available, the part shall be sent by the fastest method available and at a minimum using UPS Ground.

- 9) **Experience:** Each bidder shall submit evidence of its ability and experience in providing the equipment described in these specifications with the bid, by including a list of five (5) users' names, addresses, and telephone numbers who have been provided similar equipment on the same chassis from the same Successful Bidder/manufacture during the past two (2) years. If a newly available vehicle is bid, the MBTA will determine the acceptability and qualifications of the manufacturer and consider the proposing dealer's previous experience delivering similar products. The MBTA's decision shall be final.
- 10) **Inspection:** The intent of this inspection is to resolve as many discrepancies, as possible, on the equipment and allow the manufacturer the opportunity to correct the discrepancies while the equipment is still in the manufacturer's plant and before its shipment. The cost of this inspection shall be included as part of the Bidder's Proposal. This inspection in itself *will not* constitute acceptance of the vehicle. Final acceptance shall be made upon delivery of an acceptable product complying with the specifications at the designated location indicated on the purchase order.
- 11) **At Delivery:** The odometer reading on any bus shall not exceed 3,000 miles at the time of delivery of the completed vehicle to the purchasing agency. There will be a charge of one dollar (\$1.00) per mile for each vehicle with an odometer reading in excess of 3,000 miles payable to the purchasing agency at the time of delivery. Under no circumstances are tow vehicles to be attached to any buses.
- 12) **Pre-Production Meeting:** Upon bid award(s), a pre-production meeting will be required. The manufacturer(s) shall produce a pilot model that shall serve as a standard for the units that follow as ordered. This shall not relieve the Successful Bidder from an obligation to manufacture all units in compliance with all specifications. The pilot vehicle will be available for inspection by the Cooperative prior to the start of the meeting. The meeting will include, at a minimum, representative(s) from the successful manufacturer, the Successful Bidder, and representative(s) from the Cooperative. If these meetings are not held within Southern California, the Successful Bidder/manufacture shall pay travel expenses and \$50 per day per diem for one (1) Cooperative representative. The bidder shall pay, upon the Cooperative's request, the hourly rate up to \$1500 per vehicle and travel expenses for one (1) independent inspection consultant per vehicle directly invoiced to the Successful Bidder. The Cooperative shall be notified in writing, a minimum of thirty (30) calendar days prior to meeting date.

13) Vehicles inspected at the manufacturer's plants which do not comply with the specifications, will not be approved for delivery. Twenty (20) calendar days will be allowed to correct any and all deficiencies. Additional inspection trips for compliance shall be at the expense of the Successful Bidder at the rates detailed above.

14) **Service:** Prior to delivery, each vehicle shall be inspected and serviced by the Successful Bidder or by an authorized dealer of the manufacturer in a service shop within southern California. The service shall include not less than the following:

- A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
- B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
- C. A four-wheel alignment at final point of inspection . Wheel alignment shall take place after delivery to the Successful Bidder's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to Purchasing Agency.
- D. Full tank of fuel at the Successful Bidder's location.
- F. Documentation of the alignment of headlights shall be provided to the Purchasing Agency at delivery.
- G. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.
- H. Copy of the Successful Bidder's pre-delivery inspection and all subsequent inspections by Successful Bidder's inspectors shall be provided to the Purchasing Agency upon delivery.
- I. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.
- J. **Acceptance:** Final acceptance will be made upon delivery of completed vehicles complying with the specifications at the designated location(s) on the purchase order and upon the signed acceptance by the agency listed on the purchase order. Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or materials appearing after final payment has been made.

- 15) **Vehicle Registration Documents Required:** The Successful Bidder shall register all vehicles. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each unit.
- 16) **General:** All accessories and equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, shall be furnished and included in the purchase price of each vehicle. Complete printed specifications, published literature, and photos, or illustrations of the basic unit, or units that the bidder proposes to furnish with this bid shall accompany each bid.
- 17) Bids will not be considered if the Successful Bidder's designated Freight on Board (F.O.B.) delivery destination is other than that specified in this solicitation.
- 18) Bids will be considered only from manufacturers having a California representative carrying an adequate supply of repair parts in the State of California. This representative shall have the ability to perform all warranty work in California.
- 19) The successful bidder is to furnish evidence that they hold a valid distributor agreement from the bus manufacturer, or that they are the bus manufacturer.
- 20) The manufacturer shall provide full and competent engineering services to handle and correct any and all problems associated with the performance of these vehicles and equipment. At least one (1) qualified service representative shall be available to render prompt service.
- 21) All equipment/options are to be factory installed. If the equipment/options are not available for factory installation, dealer installed equipment/accessories may be acceptable to meet the specifications. Any component added to the vehicle by the dealer must meet manufacturers approved instructions for additions. The bidder is to specify those items that will be dealer installed.
- 22) Modifications to the vehicles may be performed by final-stage manufacturers provided that they are certified and registered by the National Highway Traffic Safety Administration to manufacture and/or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567 and 568. In addition, all modifications shall be in accordance with the OEM guidelines for building on an incomplete chassis. The vehicle manufacturer shall be ISO 9001:2000 certified. A copy of all pertinent certifications shall be submitted with the bid documents.
- 23) Due to the critical nature of these vehicles, the requirements, pertinent regulations and standards will be strictly enforced. It is the **Successful Bidder's responsibility to obtain current copies of the regulations for bidding and/or construction purposes.**

- 24) The Successful Bidder(s) are required to provide certification affixed to each vehicle that each unit meets or exceeds all State and Federal requirements as of the date of manufacture. California Air Resources Board ("CARB") re-certification shall be supplied for any components not supplied with the OEM chassis that effects the fuel and/or exhaust systems.
- 25) The bus manufacturer, as final-stage manufacturer, will be required to provide all test data, drawings, etc., relating to the certification of the vehicle as an accessible vehicle.
- 26) Upon delivery, it shall be the Successful Bidder's responsibility to provide any evidence necessary that the vehicles provided fully comply with all requirements of this specification.
- 27) **Quality of Materials:** Whenever, under the contract documents, it is provided that the Successful Bidder shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured article shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation.
- 28) **Welding:** Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. Where metal is welded, the contact surface shall be free of scale, spatter, and grease and shall be treated to preclude rusting.
- 29) **Invoice Payments:** The manufacturer's invoice(s) submitted to the Purchasing Agency identified on the Purchase Order for payment shall include the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).
- 30) A procurement fee of 1.5% of total pre-tax price per vehicle up to \$15,000 per purchase order shall be collected by the vendor(s) and remitted to the Cooperative monthly based on activity on this contract, due within forty five (45) days of acceptance by the purchasing agencies. Offeror will include the cost of the procurement fee in the proposed price of the vehicle. The vendor will reflect the procurement charge on each invoice to the purchaser as a separate line item. Contractors will supply monthly activity reports and payments to the Cooperative. This activity may be audited. Vendors not reporting sales by way of this Contract will be subject to the cost of auditing and reasonable charges for collections. Failure to report will also be seen as failure to perform the contract and may lead to corrective action up to and including termination. These fees will support the cost of contract development and maintenance. The MBTA may choose to assign vehicles directly to itself or to agencies within the political subdivisions comprising the MBTA's joint powers authority, waiving procurement fees in exchange for appropriate discounting by the contractor. MBTA may adjust the procurement fee

by .25% increments during the course of the contract; vendors are to adjust pricing to reflect this increase or decrease.

- 31) **Hybrid Training:** In cooperation with CalAct, a comprehensive training course shall be provided to the drivers and/or driver's trainers of the fleet. The course shall provide information on basic system function, system operation, driver interface with system, 'what to expect when operating', and best practices for optimization of system performance.

A multi-day course shall also be provided for the fleet vehicle support team on repair and diagnosis of the hybrid system. This training shall contain information on the system architecture, detailed system operation, use and function of system specific diagnostic tooling, navigation and use of available service information including wiring schematics and repair manuals, service procedures for system supplied components, and system diagnostic and troubleshooting procedures. (2.5 days)

Training shall be provided in locations that are convenient to where the hybrid buses are in service.

7.0 General Provisions

1. **PRE-AWARD INSPECTIONS:** The Cooperative and/or its designated agent(s), reserve the right to perform a pre-award inspection of the proposing firm's facility. The purpose of the evaluation will be to assure that the proposing firm:
 - a. Has in operation, or has the capability to have in operation, a manufacturing location and dealership infrastructure adequate to assure delivery of all equipment within the time specified under contract;
 - b. Has adequate engineering and service personnel to satisfy any engineering or service problem that may arise during the warranty period;
 - c. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time;
 - d. Has adequate control to assure that workmanship will comply with the specifications.
2. **DELIVERY:** Delivery of the vehicles shall be completed within 180 calendar days after issuance of purchase orders by the Cooperative's participants. Delivery of alternative fueled vehicles shall be completed within 270 calendar days. If the

delivery is delayed because of strike, injunctions, governmental controls, or any cause or circumstances beyond the reasonable control of the manufacturer, supplier or contractor, the time of completion of delivery may be extended upon written request from the proposing firm and approval by the Cooperative and the ordering agency. The request for extension must include detailed justification for the length of the time extension. The purchase price of the vehicle will be reduced by \$100.00 per day, per bus, as liquidated damages for each day beyond the delivery deadline if the proposing firm fails to request written approval for a time extension prior to the delivery deadline or if the delay cannot be justified as being beyond the proposing firm's control.

3. COORDINATING DELIVERY TIME: All vehicle deliveries shall be coordinated with the Cooperative's participating agency. The proposing firm shall contact purchasing agencies to agree upon a delivery schedule at least three working days prior to delivery. Delivery shall be made during normal working hours. Delivery terms are Freight on Board (FOB) to be specified by the purchaser, either at their place of business or at closest dealer location. No additional charges shall apply for deliveries made within 100 miles of closest dealer location. Dealers shall only charge additional mileage fees for distance delivered exceeding 100 miles from the closest dealer location. Example: delivery made 150 miles from dealer shall only be charged for 50 miles.
4. TRAINING: Included, as part of this proposal shall be a 4-hour session of vehicle operation training. This training will be made available by the qualified personnel representing the successful proposing firm to the purchasing agency upon its request. The training session shall be held no later than thirty (30) days after delivery of the first vehicle at a time convenient to both parties.
5. TERMS OF PAYMENT: Proposing firm is to detail their terms of payment. Proposing firms are to submit the discounted amount, if any, for full payment within forty-five (45) days of delivery and to show this amount on the Proposal Form. Delivery and acceptance of the vehicle shall not release the successful firm from liability for and repair of faulty workmanship or materials found after final payment has been made.
6. INDEMNIFICATION: The proposing firm and all of the Cooperative's assignees hereby agree to indemnify, hold harmless, and defend the Cooperative, its officers, officials, employees, representatives, and agents, from and against any and all claims, losses, demands, damages, costs, expenses or liabilities, including the cost of defense of any lawsuit arising therefrom, including, but not limited to, actions arising out of, related to, or caused by the Proposing Firm or the Cooperative's assignees' breach of a contract, injuries to or death of any person including without limitation workmen and the public, damage to property resulting from the performance of a contract, except as otherwise provided by statute, and any negligent or willfully wrongful act of the Proposing Firm or the

Cooperative's assignees or any of their agents, contractors, employees or licensees, except liability arising out of the concurrent active or sole negligence of the Cooperative.. The Proposing Firm and all of the Cooperative's assignees hereby agree to waive any and all rights or claims to any type of express or implied indemnity from the Cooperative, its officers, officials, employees, representatives, and agents.

7. ACCEPTANCE: Vehicles delivered to the Cooperative's assignees in a condition below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to: the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, mechanical operation of the vehicle and all electronic components. If any vehicle is delivered incomplete, incorrect, or contains any defective or damaged parts, the proposing firm shall, at their expense, furnish and replace parts acceptable to the Cooperative's participants. Any delivered vehicle not confirming to this RFP, without the expressed written consent of the Cooperative's assignees, will be rejected.

Within five (5) days after delivery, the Cooperative's purchasers must inspect the vehicle to determine if it is in an acceptable operating condition. The purchaser shall notify the vendor, in writing, within five (5) days after delivery if the vehicle has or has not been "accepted". Failure of the purchaser to furnish to the vendor a written statement of acceptance or non-acceptance postmarked within five (5) days after delivery shall be deemed to constitute acceptance of the vehicle. A letter of conditional acceptance or a letter of non-acceptance must furnish details of the deficiencies. Dealer is not to deliver more than three (3) vehicles per day unless this requirement is waived in writing by the purchasing agency.

The vendor shall promptly correct all defects and resubmit the vehicle for acceptance. The Cooperative's participants shall not be required to furnish space, labor, or material to perform the bidder's responsibilities so as to permit acceptance of a vehicle in compliance with this RFP. The Cooperative's assignees must accept or reject the resubmitted vehicle within ten (10) days from the date of re-submittal. The Purchasing Agency shall not place a vehicle into passenger service until after acceptance.

In the event the vendor fails to comply with the written order of purchase to complete and/or repair the vehicle prior to acceptance, and purchaser finds it necessary to perform any work on any vehicle which should have been done by the vendor within the intent of this RFP, The Purchasing Agency will be reimbursed for all incidental costs including materials, labor and reasonable overhead expenses.

8. PROTEST PROCEDURE: Anyone wishing to file a protest concerning this proposal package must do so in writing. Such protest must be received by the MBTA no later than five (5) working days prior to proposal opening. The MBTA,

in its sole and absolute discretion, may delay the proposal opening until the protest is resolved.

Pre-Award protests must be made within five (5) working days of receipt of the Notice of Intent to Award Contracts. Protests must be made in writing and addressed to the MBTA General Manager. Protests must outline a factual and procedural basis for the protest. Upon receipt of protest MBTA staff and counsel will review and may bring forward to the MBTA Board of Directors at an appropriate time for consideration. At its sole discretion, the MBTA may elect to have the General Manager receive the protest. The MBTA Board by resolution authorizes the General Manager to issue solicitations, award, modify and cancel contracts and hear protests. This action and their decision will complete the proposal opening / award announcement administrative protest remedy at the Cooperative level. Failure to object in the manner specified shall constitute a waiver on offerors part to protest the solicitation.

Written protests shall be addressed to General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, Ca, 92252 by direct mail, postage prepaid or personal delivery with copy of protest to MBTA General Counsel, Rutan & Tucker LLP at 611 Anton Boulevard, suite 140, Costa Mesa, California, 92626 attn: Patrick Munoz.

Beyond the Cooperative level, a protester must deliver its appeal to the Federal Transit Administration (FTA) Region IX Administrator at 211 Main Street, Suite 1160, San Francisco, CA, 94105 within five (5) working days of the date when the protester has received actual or constructive notice of the MBTA's final decision.

The FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and that such a protest must be filed in accordance with Circular 4220.1F.

Proposer(s) receiving awards based on this solicitation may not protest and agree to waive pursuit of any legal remedies regarding the Cooperative's decision to award to any other proposers.

9. OR EQUAL AND OR APPROVED EQUAL: The vehicle specifications may include the terms "or equal" and "or approved equal" pertaining to certain specified components. The meaning of these terms is not the same. The term "or equal" means as "minimally meets or exceeds" specification standards, or "is the same as or exceeds" bid specification standards as set. The item must still meet the requirements of the technical specification.

When the term "or approved equal" is used, anyone desiring to provide an alternate to the product referenced as acceptable is required to submit the

proposed alternate item for evaluation and approval to The Cooperative within the first seven working days after the RFP is released. Proposed alternates should be sent by FAX or next day mail and will not be considered for evaluation past this period.

Proposing firms are specifically instructed to provide full and complete technical information concerning each alternate item, including all similarities and differences. In general, items that are proprietary with availability only to a single vendor will not be approved.

The decision to accept or reject proposed alternatives will be determined solely by the MBTA. If a proposed alternative is found to be acceptable, all potential proposing firms will be notified of this change in the specification. A decision of rejection is final, and need not be explained by the MBTA. Proposing firms not following the “approved equal” rules may be judged as non-responsive by the Cooperative. Non-responsive means the proposal has been declared as not meeting the intent of the product desired for purchase in a major area and therefore will not be considered further in the evaluation for purchase.

8.0 Bidders Authorized Offer

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

1. The attached Response (and corresponding, responsive price information) is a firm offer and shall be held open for a period of 120 days following the Bid due date and time specified in the RFP, and it may be accepted by the Cooperative without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, our Response will remain valid for 180 days or until the protest and any related court action is resolved, whichever is later.
2. In preparing this Response, we have not been assisted by any employee of the MBTA whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

3. We understand that the MBTA will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the MBTA, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the Solicitation document.
4. We understand that any Contract awarded, as a result of this Response will incorporate all the Solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in this solicitation, MBTA RFP #09-02, if selected as a contractor.
5. Under the requirements of [Lobbying Disclosure Act](#), 2 U.S.C., Section 1601 *et seq.*, no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
6. We **are not** submitting proposed Contract exceptions to this solicitation.
7. The authorized signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Bid.
8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.
9. By submitting this Bid, Bidder hereby agrees to abide by all applicable federal regulations, including those provided in this solicitation in Attachment B.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this Solicitation.

Printed Name, Title

Company Name

Signature

Date

Proposing Firm Name:

Mailing Address:

Phone Number:

By: _____



**VEHICLE SPECIFICATIONS
ACCESIBLE PARATRANSIT VEHICLES**

ATTACHMENT A

**Morongo Basin Transit Authority
Lead Agency for the
California Association for Coordinated Transportation
Vehicle Purchasing Cooperative**

November 2009



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SPECIFICATIONS FOR PARATRANSIT BUS

1.0 **SCOPE**

- 1.1 The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001:2000 certified. A copy of this certification must accompany the bid submittals.
- 1.2 This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid lift and door.
- 1.3 FTA Circular 4220.1F does not require a Local Government Purchasing Schedule such as this solicitation to specify a minimum or maximum quantity to be ordered. However, a CalACT survey amongst its membership leads the Cooperative to believe that up to 500 cutaways of the various types solicited for may be purchased through the term of this contract. The cooperative does not guarantee this amount or obligate itself to any purchase from the proposers.

2.0 **APPLICABLE STANDARDS, LAW AND REGULATIONS**

- 2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.
 - Federal Motor Vehicle Safety Standards (FMVSS)
 - Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
 - California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
 - California Health and Safety Code
 - California Air Resources Board and Environmental Protection Agency Standards and Guidelines
 - OEM Body Builders Standards and Guidelines
 - National Fire Protection Agency Regulations 52
 - Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

2.2 **ALTOONA BUS TESTING:** Bidders that are offering vehicles (either as a base vehicle or with optional engines or modifications to the fuel system) are required to test at a minimum for 5-year/150,000 mile service life to CFR 49 part 665. A copy of the final test report shall be submitted with the bid. Bidders for CNG and Hybrid Class vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report provided to the Cooperative's prior to final acceptance of the first vehicle by a recipient. Failure to comply with this requirement will result in nullification of conditional award.

3.0 VEHICLE CLASSES:

Vehicles shall conform to the requirements of the following table:

VEHICLE CLASS	A Ford E350	A GM 3500	B Ford E450	B GM 4500	B-CNG Ford E450	B-HYB Ford E450	C Ford E450	C-CNG Ford E450
SPECIFICATIONS								
Number of Wheelchair Positions	2	2	2	2	2	2	2	2
Minimum Seat Positions-Rear Lift	8	8	12	12	12	12	16	16
Minimum Seat Positions-Front Lift	7	7	11	11	11	11	14	14
Minimum OEM Gross Vehicle Weight rating in lbs**.	11,500	12300	14500	14200	14050	14050	14,500	14,500
Wheel Base (Inches)	138	139	158	159	158	158	176-190	176-190
Minimum Entrance Door Height (Inches)	72	75	75	75	75	75	75	75
Minimum Clear Door Width (Inches)	27	27	30	30	30	30	30	30
Front Lift	30	30	30	30	30	30	30	30
Rear Lift								
Minimum Engine Size-Gas(Liters)	5.4L	6.0	6.8	6.0	6.8	5.4	6.8	6.8

** For diesel option GVWR allowed to vary with similar chassis

* One wheelchair position required for Class A front lift

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of vehicle Classes A through C unless otherwise stated within specifications.

- 4.1 **VEHICLE LOADING:** In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.
- 4.11 **UNLADEN WEIGHT:** A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.
- 4.2 **ENGINE:** California approved gasoline electronic fuel injection (EFI) fuel management system.
- 4.25 **CNG:** When available the 6.8L E450 engine to be OEM gaseous prepped. Areas where the alternate fuel system impacts the standard specifications (for gasoline/diesel fueled vehicles) may be waived for this contract. This includes such things as: gross vehicle weight rating, payload, engine displacement, emission rating, cargo volume and others directly affected by the fuel system modifications. The bidder may be required to substantiate the reasons for downgrading the base requirement. A minimum of 27-gallon gas equivalent capacity in three 3600 psi tanks shall be installed between the frame rails on the chassis. The CNG tanks shall have a production date of no more than 24 months from date the bus is delivered. The tanks shall be Type III aluminum and carbon fiber construction, twenty (20) year life that complies with NGV2-2007 and FMVSS 304. All fittings and hoses are to be stainless steel or flex tubing approved for use with CNG at 3600 psi. All lines are to be supported with split block high pressure retaining devices and or rubber insulated line clamps approved for use with CNG at 3600 psi. All fasteners are to be Grade 8 fasteners and installed in a manner that is compliant with applicable sections identified in 2.1. Conversion shall include dust and gravel shields to protect tanks and valves. Vehicle shall have OEM gas ready engine. The system shall be installed by Engine System Manufacturers approved installers and include the following:
- a) NGV-2 3600 psi rated fill receptacle sized at buyers choice, no extra cost
 - b) Electronic tank shut off valves.
 - c) Exterior fuel pressure gauge
 - d) Locking fuel door
 - e) Lockout switch for fuel filler door to prevent starting with fuel door open

Proposer to offer as options, a Kidde Aerospace & Defense (KAD) or approved equal Automatic Fire Sensing and Suppression System (AFSS) complete with fire detector(s), control panel, manual activation switch and engine compartment and battery compartment

and methane detection system. The purpose of the AFSS is to ensure coach and passenger safety and survivability in the event of fire. The AFSS shall detect fires in protected areas. Upon fire detection the AFSS shall immediately activate an audible and visual alarm in the vehicle operator's area. After a 15 second delay, the AFSS shall shutdown the vehicle engine and discharge extinguishing agent into the protected areas. The vehicle operator shall have the capability to extend or terminate the engine shutdown and extinguisher discharge delay. The completed AFSS shall be tested and certified by KAD. The test shall determine that the system has been properly installed and will function as intended; a Certification Report from KAD shall be provided indicating such at time of delivery.

- 4.3 **HYBRID ELECTRIC DRIVE SYSTEMS:** All vehicles shall be approved and marketed by the original equipment manufacturer. Full factory literature, parts, service, technical support and warranties shall be available, equal to Azure Dynamics hybrid electric drive system. Drive system must be installed as per Hybrid's Body Builders Guide and provide a process for the hybrid electric drive manufacturer to sign-off of the hybrid system. The Hybrid Electric Vehicle (HEV) shall be primarily propelled by an internal combustion engine and also convert energy normally wasted during coasting and braking into electricity which is stored in a battery until needed by the electric motor. The HEV shall not need to be plugged into an external source of electricity to be recharged. Conventional gasoline and regenerative braking shall provide all the energy the vehicle needs. The HEV shall be capable of sustained highway speeds.

The system shall also include the following:

- a) 100 kW AC induction w/ regenerative braking
- b) 120 kW inverter
- c) 288V, 60kW, 8.5 Ah, maintenance-free nickel metal hydride Automatic high voltage disconnect in case of vehicle collision.
- d) The bus body builder must provide adequate shielding to protect the hybrid components from road debris and collision.
- e) Electronic 5-Speed Torqueshift Auto O/D Transmission

- 4.4 **TRANSMISSION:** Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.

- 4.5 **BRAKES:** Dual hydraulic power-assisted system with disc-type brakes on the front wheels and drum or disc-type on the rear wheels. A foot operated parking brake shall be supplied with a warning light on the dashboard.

- 4.6 **SPRINGS:** The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM, shall be installed on the lift side of the vehicle to keep the bus level.

- 4.7 **SHOCK ABSORBERS:** Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.

- 4.8 **STEERING**: Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.
- 4.9 **WHEELS**: Each vehicle shall be equipped with seven OEM white matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.
- 4.9 **TIRES**: Seven OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire and wheel shall be shipped and delivered with the vehicle unless optional spare tire is carrier is selected.
- 4.95 **BUMPERS**: A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mph impacts.
- 5.0 **AXLES**: The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.
- 5.1 **DRIVESHAFT**: Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.
- 5.2 **ELECTRICAL**: The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid lift must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.
- 5.21 **WIRING AND SWITCHES**: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure - type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code. No

wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Cooperative. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.

- 5.22 **CHARGING SYSTEM:** The vehicle charging system will use a OEM 12-volt alternator with the highest output alternator available from the chassis OEM.
- a) A fast idle system equal to Intermotive Gateway shall be installed. The fast idle system must be able to automatically increase the engine speed to 1,500 RPM on gas engines and 1200 RPM on diesel. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on. A manual switch/button shall be located convenient to the driver to engage the system when the vehicle is in Park and vehicle is not in motion, as described above.
- 5.23 **LIGHTS:** Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:
- a) OEM daytime running lights.
 - b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).
 - c) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.
 - d) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.
 - e) Center mounted LED light will be provided and mounted above rear window.
 - f) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
 - g) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.

h) Vehicle shall be equipped with an LED rear center brake light.

- 5.24 **BATTERIES:** Each vehicle shall have two maximum capacity chassis OEM batteries of equal capacity and rating. One battery shall be installed in an easily accessible tray described in Section 5.25 and the other shall remain in the OEM engine compartment location. Provisions shall be made to charge the auxiliary battery from the engine alternator. Battery cables installed in place of chassis manufacturer's battery cables shall be a continuous run and sized to match the electrical systems maximum current draw. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use Only". Hybrid vehicles require that the two OEM batteries supplied with the chassis be installed as per the electric hybrid manufacturer's instructions and body builder's guide.
- 5.25 **BATTERY TRAY:** A locking weather protected sliding type battery box shall be installed on the curbside behind the passenger door with stainless steel bearing slides that provides for a latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray shall be large enough to hold two OEM batteries. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of four) and have the ability for the battery to extend a minimum of 3 inches beyond the opening of the battery compartment. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. One thumb-release latch and one locking latch that will rotate 180 degrees from the closed position shall secure the battery door. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery
- 5.26 **GROUNDING:** Three added grounds shall be installed on the vehicle; all shall be # 0 gauge. One ground shall be installed between the engine and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the lift pump housing and the side battery, grounds must be continuous, without splices. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.
- 5.3 **FUEL TANK:** Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards. The Class B-HYB chassis shall have the smallest tank option installed as per manufacture requirements.
- 5.4 **INSTRUMENT PANEL:** The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance

and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:

- a. Ammeter or voltmeter
- b. Oil pressure gauge
- c. Fuel capacity gauge
- d. Engine temperature gauge
- c. Speedometer
- e. Emergency brake warning light

- 5.5 **BACK-UP ALARM:** Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.
- 5.6 **BODY MODIFICATIONS:** The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. No second stage manufacturer welds, or holes, will be accepted if they are not a minimum of 1" from the top of the top flange and 1¼" from the bottom of the bottom flange. Welds, and/or holes that are in the center (the area between the top and bottom flanges as measured above) area of the web of the frame and comply with OEM requirements will be accepted. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.
- 5.7 **STRUCTURE:** The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.
- 5.71 **ROOF CONSTRUCTION:** The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.

- 5.72 **BUS BODY:** The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.
- a) All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.
 - b) The body shall be free of cracks, dents, defects or physical damage.
 - c) All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.
- 5.8 **SEATING:** All seating, including driver, shall meet the following requirements: Seat material shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellent treatment that prevents liquids from passing through fabric. Vinyl seat material shall be minimum level 3 vinyl (36 oz. per running yard).

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209,210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

- b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.
- f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.
- g) A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid lift except when there is a rear lift. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.
- i) All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation

instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.

k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

l) **Passenger Seats**

All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing and track mounted for easy removal, and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats shall be available in cloth or vinyl, at buyer's choice at no extra cost. Driver seat can be cloth or vinyl, independent of Passenger Seat Material Choice, also at buyer's choice with no extra cost.

m) **Driver Seat**

Vehicle to be equipped with Freedman Sport adjustable bucket seat with right hand armrest. Upholstery shall be color coordinated with passenger seats. Seat trim will include all OEM or equal Upholstery color will be grey cloth unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered.

5.9 **FLOORS:** The floor overlay shall have a minimum of 5/8" 7 ply APA certified A/C (A side up) exterior grade plywood securely fastened to the cross sills. All plywood edges are to be properly sealed for moisture. Plywood is to be sanded and filled where needed to create a smooth surface to lay the floor rubber.

5.91 **FLOOR COVERINGS:** The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2 millimeter Altro (Beta) Transflor Meta or approved equal color to be specified

by buyer. All step edges shall have Altro T36T Aluminum Step edge (or equal) with band of 2 ½ inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind stepwell. The flooring shall be securely bonded to the sub-floor with Altro Eco 20 (or approved equal) water based adhesive for porous surfaces, all non-porous surfaces to use Altro 8165 (or approved equal) contact adhesive. All edges shall be sealed and all seams heat welded to prevent water penetration. The flooring shall extend up the sidewalls to the seat rail line. It shall be coved with backing of molded plastic, fiberglass or extruded or press formed aluminum with a minimum one inch (1") radius at the floor/wall joint to form a smooth water tight transition. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives

- 6.0 **REAR EMERGENCY EXIT:** The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen.
- 6.1 **ENTRY DOOR:** The vehicle shall be equipped with an electric front entrance door, reference A & M Doors. Door shall be a two-section door equipped with 2" elastomeric material on each section that overlaps a minimum of 1.5" to form a tight seal. The clear height and width of the entry door shall be as specified in section 3.0. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors. Entry door shall not be operable unless the vehicle is in park.
- 6.2 **ENTRY STEPS:** The front passenger steps and step well shall be heavy-duty welded steel, minimum 14 gauges, with adequate reinforcement to prevent deflection more than ¼" under a 300 pound load placed on an area 28" wide on the center of the step. Upon removal of the load, this step will rebound to its original dimension. A standee line is required with color to match step edges.
- a) The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9.5" deep. The bottom step tread shall be a minimum of 9" and not exceed 12" from the ground unloaded. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. A three-step entry is allowed only in a Class B bus with a front lift or if chosen as an option. The steps shall be designed so that water will not pool at any time.
 - b) Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance.

- 6.21 **DRIVERS RUNNING BOARD/ASSIST:** The driver's door entry area shall be equipped with a running board. Running board shall be a minimum of 9" deep, maximum of 12". This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated aluminum, or equal. Driver entry area shall include a steel reinforced molded plastic grab handle, mounted to the rear of the door opening on the outside on the B pillar. Handle shall be a minimum of 6" grab area, durable, corrosion proof, and have no sharp edges. Installation with self-taping screws will not be accepted, must include bolts into threaded inserts and be able to support 250 pounds pull force.
- 6.3 **MODESTY PANELS, STANCHION AND HANDRAILS:** An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted lift is required when a front lift is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.
- 6.4 **INTERIOR PANELING:** All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.
- 6.5 **WINDOWS:** All windows, except the windshield, rear and doors, shall be egress transit type or a top T-slide panel type, a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear

and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.

a) Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with the FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Driver's door and entry door shall not be considered as an emergency exit.

- 6.6 **INSULATION:** Foam sprayed insulation, or equal, equivalent to 1.5" fiberglass shall be installed in the roof, rear wall, rear caps, sidewalls and extended door sections including lift doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches fiberglass). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.
- 6.7 **PAINT AND TRIM:** Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic white enamel that matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost.
- 6.8 **FRONT CAP:** The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.
- 6.9 **UNDERCOATING:** The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim or equivalent equal to Tectyl 12-LV or BASF Degacoat for bus applications. All openings in the floorboards and firewall shall be sealed.
- 6.91 **WHEEL HOUSING:** The wheel housing shall be constructed of a minimum 14 gauge galvanized steel, or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.

6.95 AIR CONDITIONING: All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; Class A chassis shall be capable of producing from the auxiliary A/C system a minimum 45,000 BTU equal to American Cooling Technology (ATC) ACT-40HD System, 10 CID Compressor, EZ 5 Evaporator and CS 2 Condenser or Carrier model AC-712MAX system comprised of a 10 cid compressor, EM- 1 Evaporator and CM-2 Condenser. Class B and Class C Gasoline and Diesel vehicles require auxiliary systems capable of producing a minimum 60,000 BTU equal to or better than Trans/Air TA 73 Evaporator, SMC3L Condenser, 13 CID Compressor or ACT 50 HD compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser or Carrier model AC- 813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM- 3 Condenser or ACT-532HD using, EZ-5 evaporator, with 13 CID compressor and CS-32 condenser . Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.

- a) All compressor installations must be completed with mounting hardware warranted and supported by the A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud. All controls for both air conditioners shall be located for ready access by the driver. Cooling shall be specified in BTU at 100° F. ambient temperature. The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser. Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically attached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type F, Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No "tie-in systems will be allowed."
- b) Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.

- c) Class B Hybrid shall have TM16 compressor, EM-1 evaporator and KR-3 roof mounted condenser. Drive system shall be AC24LS motor using a Dmo C445 motor controller or equal.

7.0 HEATER: Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass $\frac{1}{4}$ turn valves that are clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver's entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall not be less than 30,000 BTU for Class A, and 50,000 BTU for types B and C

- a) Comfort; Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.
- b) Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable

7.1 MOBILITY AID LIFT: At buyer's option, a Braun Millennium 2 (NL917-2), or Ricon S-5005, will be installed in front of the rear axle or behind the rear axle at the purchaser's option and without additional charge. Lifts installed in the rear position will have front pumps for ease of service. The lift shall incorporate a positive locking mechanism to prevent drifting from the stowed position.

- a) The lift platform shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" measured from 2" above the platform surface to 32" above the platform and a minimum clear length of not less than 50" measured from 2" above the surface of the platform. All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.
- b) The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.
- c) All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.
- d) The lift platform shall be equipped with handrails on both sides. Any lighting installed on handrails must not interfere with Standees use of the handrails,

and operate at a temperature that will not result in burns should skin come in contact with them even if left on for long periods of time.

- e) The mobility aid lift system shall have one control station capable of controlling all lift functions. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist type connection. The Cooperative must approve the final routing and securement of the cord.

7.3 **LIFT ENTRY DOOR:** The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and widths to accommodate lift chosen by buyer.

- a) The lift entry shall be two entry doors and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10 " wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors must be properly installed so that the top and bottom of each door are square with each other. Lift door opening will include a rain gutter. Door opening frame will be powder coated a bright white to match vehicle exterior. Lift doors will be constructed with tubular 12-gauge, 304 stainless steel frame and fiberglass or aluminum interior and exterior material. Doors shall be designed for long life/heavy use and at a minimum be constructed of 14 gauge, 1" tubular steel around the perimeter. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins. Locking lift door must have a locking high quality lever-type door handle located at the inside center of each door. Door latch shall be vertical rotating; two point type with latch rod at top and bottom. Locking door must have a vertical rotating latch at top and bottom and have a locking door handle on the door first opened/last closed. Latch adjustment plates shall be located at the top and bottom of the doorframe structure.
- b) A positive factory-installed gas shock installed at top of door to assist in maintaining opened or closed position of door(s) and shall be installed to hold the lift entry doors open while the lift is in use. An additional door tether shall be installed that will prevent the doors from opening past 100 degrees.
- c) Automatic curb illumination lamps shall be provided for passenger loading inside the lift doorway.

7.5 **CONTROL INTERLOCK:** The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged.

The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status

- 7.61 PARK CRANK ONLY MODULE, to prevent starting vehicle in neutral equal to Intermotive, PCOM module.
- 8.0 MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS: Each vehicle shall be equipped with forward facing mobility aid securement and occupant restraint system as indicated by Table 1. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement.
- a) Mobility aid securement and occupant restraint system(s), including all attachment hardware, straps and anchorages, shall meet or exceed the following requirements:
- * 30 mph/20 G Impact Test criteria per SAE J2249
 - * 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)
- b) The securement system shall be QRT MAX (8300 series knob less) retractor, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. The system(s) shall be flanged "L" continuous track mounted type (with end caps), capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. The Track shall be installed in a location/manner that will maximize usable area while still meeting the track manufacturers installation requirements. End caps shall be installed with bolts, with large washers under the floor at securement nuts. Each vehicle shall come with two retractable tie-down systems.
- c) A closable box shall be provided and secured next to the wheel chair lift for storage of securement systems. Final location and type to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided prior to award. **Any deviation from track installation will require written approval from securement manufacturer that the installation will not alter required testing in Section 8.0.**
- 8.3 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet SAE J2249.

8.4 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

- a) A web cutter for emergency use shall be provided with each vehicle.
- b) One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift.
- c) STORAGE CONTAINER: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver's area if the front cap is used for destination signage with a hinged lockable door. The container must be sealed and not have any exposed wires, protrusions or sharp edges. Cooperative must approve final design.

8.5 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.
- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.
- d) MIRRORS: A fully adjustable 6"X 9" (Reference BR A5008, or equal) passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors. Reference BR/ Hadley S2201 & S2290 (Ford E350 & E450 9x13 heads) and S2076 S2261 (Chevy3500 with 9 x 13 heads) (or equal) split view model, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the Ford fender. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed.
- e) Sufficient interior lighting (a minimum of eight incandescent) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled

- f) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be welded with a continuous seam. Aluminized steel exhaust tubing shall be used for exhaust modifications.
- g) TWO-WAY RADIO ANTENNA PREP: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. See attached picture for currently accepted design, by Viking Marine.
- h) Manual: A complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securement, and all options.
- i) Brake Max, or DuraTrans Programmable Overdrive Controller (Ref. Intermotive) or approved equal to allow for programming of shift patterns for overdrive/tow-haul feature. Brake Max for Tow/Haul equipped vehicles, DuraTrans for Non tow/Haul equipped vehicles.
- j) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.
- k) Chrome retractable coat hook in as accessible location to the driver seat location.

8.6 PAINTING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

8.7 PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy must be available for review and acceptance prior to preproduction meeting.

- a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
- b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for **each** vehicle ordered.
- c) All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid lift, air-conditioning system, tie downs, seating, heater, etc.
- d) The Contractor shall have available complete bus maintenance manuals to include the engine, transmission and OEM chassis as well as a complete

parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.

9.0 Base Price (Pre-tax as specified in this submission). Mark “No-Bid” if your firm is not proposing for a particular vehicle class

- 9.1 Class A _____
- 9.2 Class A-GM _____
- 9.3 Class B _____
- 9.4 Class B-GM _____
- 9.5 Class B-CNG _____
- 9.6 Class B Hybrid _____
- 9.7 Class C _____
- 9.8 Class C-CNG _____

NOTE-PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION, MBTA WILL REQUEST THIS INFORMATION AND PROVIDE FURTHER INSTRUCTIONS WHEN APPROPRIATE

10.0 OPTIONS

Provide pricing for each of the following options:

- a) Folding Seat equal to Freedman Notch Back with top grab handle, armrest, color, fabric and foam to match standard seat specification.* _____
- b) 34"-36" equal to Freedman’s Feather Weight Mid-Hi Flip Seat.* _____
- c) 17"-18" equal to Freedman’s Feather Weight Mid-Hi Flip Seat.* _____
- d) Child Restraint Seat
Integrated Child Restraint seat, Freedman I.C.S. (or approved equal) for transportation of children up to 60 lbs. Seat must be rigid high back with integrated child harness built into the seat frame. Seat must be seat belt ready and be able to properly secure an infant carrier seat for a child under one year and less than 20 lbs. Seat must meet FMVSS Standard 213 * _____

- e) Roof Vents: Equal to Transpec six way adjustable _____
- f) Additional Mobility aid position(s) with tie downs (to match std) _____
- g) Energy absorbing HELP Front bumper. * _____
- h) Credit for each seat left out of standard vehicle. _____
- i) Locking rear door with alarm and window in place of rear window. _____
- j) Removable diamond plate aluminum fuel pump access plate in floor. _____
- k) Locking fuel door. * _____
- l) Armored marker lights, and side turn signal. _____
- m) Recaro SHS Driver Seat. * _____
USSC 9500 Driver Seat _____
- n) A drive line brake retarder of ample size for the chassis shall be installed as recommended by the retarder manufacturer for the vehicle ordered integrated with OEM foot control.* (Not to be offered with CNG) _____
- o) Raised floor when necessary to provide additional securement positions.* _____
- p) Mor-Ryde RL suspension system.* _____
- q) Engines Credit for 5.4 L gas engine on Ford chassis. _____
Diesel: Ford List size and price _____
Chevrolet: List size and price _____
- r) 75,000 BTU minimum auxiliary A/C system equal to Trans/Air model 774 Super (TA 77 Evaporator and SC4 Condenser) or ATC Model 913-21HD EZ 91 Evaporator and CS 3 Condenser) with 13.1 CID compressor.* (#16 suction hose) (Lowest priced of systems offered is to be evaluated)
List additional A/C systems offered (Manufacturer/size and price):

- s) Amerex fire suppression system meeting requirements of 4.25 _____

- t) Transign Electric Roller Curtain Sign. (installed with roller curtain)* _____
- u) REI Buswatch DVR System (4 Camera)* _____
- v) Passenger Stop Request system with Stop request Sign _____
- w) Largest available OEM diesel (GM)* _____
- x) Maxon WL-7C wheelchair lift* _____
- y) Pentex 200 amp alternator _____
- z) Road Speed Limiter: Ref Brand: InterMotive Speed Sentinel II. _____
- aa) Sportworks bike rack* _____
- bb) Automatic stop start system: Ref Brand: Intermotive Eco-Star _____
- cc) Quality AM/FM CD radio w/ mp3, installed antenna and 4 speakers _____
- dd) Kidde AFSS and methane detection per section 4.25.* (CNG only) _____
- ee) Cruise control _____
- ff) Apollo 250GB DVR System with GPS (4 Camera) _____

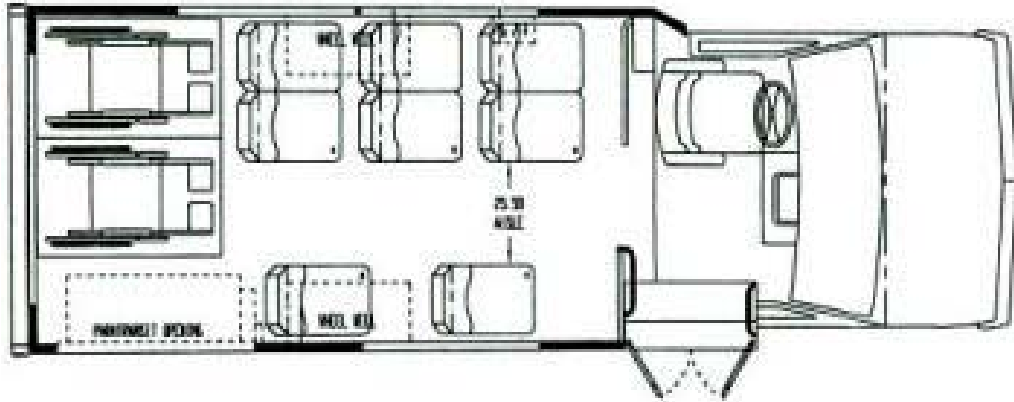
***This option price to be evaluated.**

**NOTE-OPTION PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION,
MBTA WILL REQUEST INFORMATION WHEN APPROPRIATE**

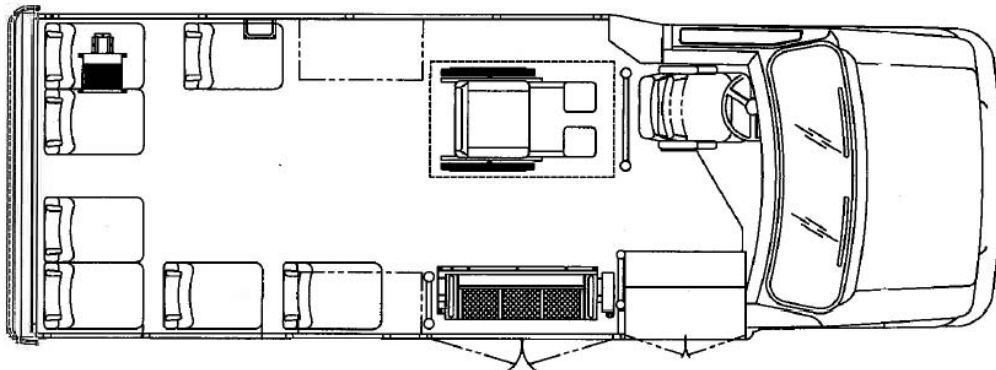
11.0 Antenna Access Plate



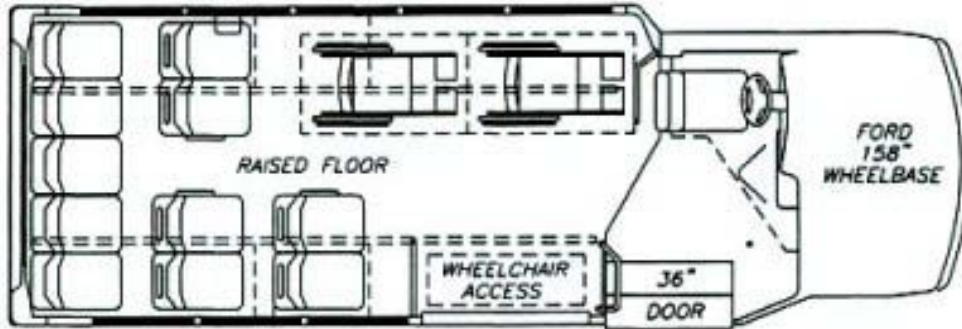
12.0 Floor Plans



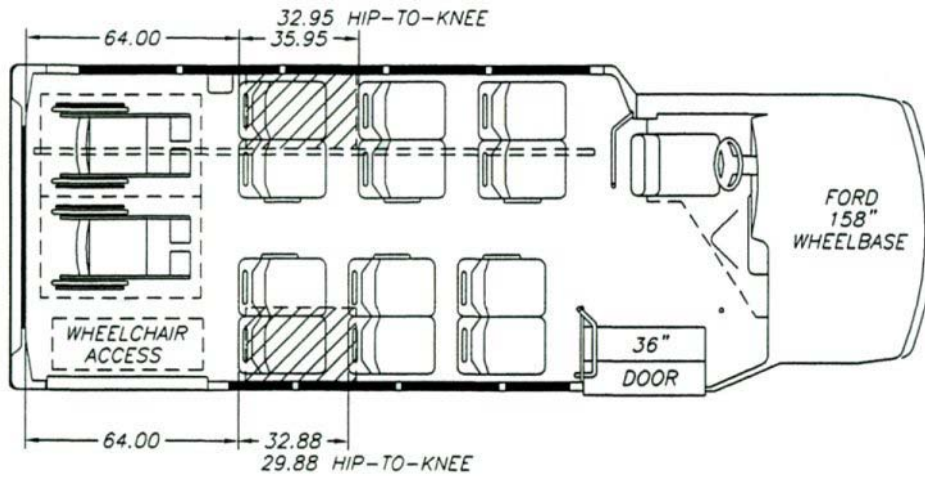
Class A, Rear Lift



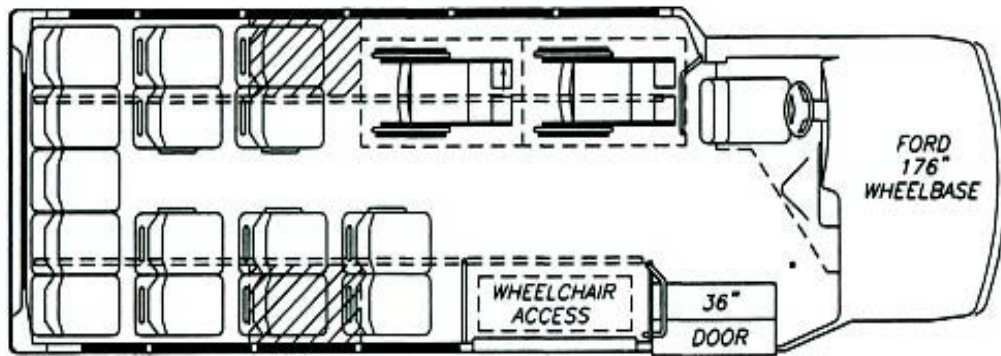
Class A, Front Lift



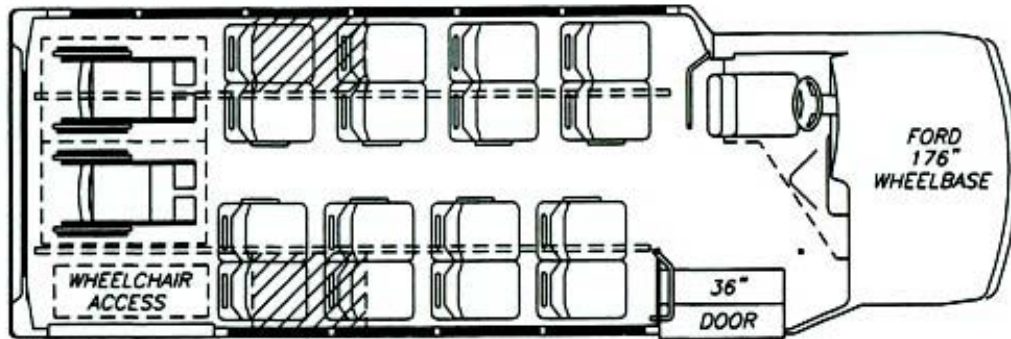
**Class B Front Lift
Ford and GM Chassis**



**Class B Rear Lift
Ford and GM Chassis**



Class C Front Lift



Class C Rear Lift



VEHICLE SPECIFICATIONS
AND
BID REQUIREMENTS
FOR
CalACT Class D LOW FLOOR MINIVAN
Attachment A-1

November 2009
Morongo Basin Transit Authority

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TYPE 4, MODIFIED MINIVAN SPECIFICATION REQUIREMENTS

1.0 Scope; MINIVAN-CLASS D

The Modification shall result in increased interior headroom and clearances and improved passenger accessibility provisions for persons with disabilities. The vans are to be converted in accordance with this specification. No modifications beyond the scope of this specification will be allowed. The van shall be a complete, operating vehicle, and, at a minimum, it shall conform in strength, quality of material and workmanship as provided by the automobile industry. The Manufacturer shall be ISO 9001:2000 certified for the design, sale, manufacture of customized buses and multipurpose passenger vehicles. A copy of the certification must accompany the bid submittals. All parts added as a result of the modification process shall be new. The basic van must be a current model year, factory production vehicle which is cataloged by the OEM manufacturer and for which published literature and printed specifications are currently available.

This specification is intended for use in purchasing a completed vehicle(s) with all equipment and accessories needed for its operation. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as needed/required.

The vehicle shall conform in all respects to the following standards, laws, and regulations:

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations, Title 49, Chapter V-National Safety Bureau
- California Code of Regulations (CCR), Title 13
- Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR, Part 38, Subpart B-Buses, Vans and Systems
- State of California Vehicle Code
- California Health and Safety Code
- California Air Resources Board Regulations
- Original Equipment Manufacturer (OEM) Body Builders Book

1.1 CAPACITY: This minivan shall be capable of carrying in one trip two (2) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver. The vehicle must be convertible to at least five (5)

ambulatory passengers, plus the driver. Conversion to a full ambulatory/mobility aid capacity will be achieved by the use of an "ADA, and FMVSS compliant center mounted, fold up seat.

- 1.2 **ADDITIONAL CAPACITY:** An ambulatory passenger capacity that exceeds five (5) is desired, providing all specification requirements are met herein. Should a capacity larger than five (5) be offered, there shall be no additional price increase. No additional bid preference will be given.
- 1.3 **MODIFICATION:** This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rear most passenger seat and lowered to meet minimum the ADA 56 inch door opening requirement. There shall be no extrusion to any portion of the vehicle roof in meeting the ADA 56 inch door-opening requirement. A manual, fold up mobility aid ramp is to be mounted on the curbside sliding door, and two mobility aid positions will be provided.
- 1.4 **REQUIREMENTS:** All labor, parts, materials, and other items used shall be the best quality available in commercial practice.
 - a) All equipment is required to be new and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
 - b) Engineering changes and modifications shall conform to accepted practices of the Society of Automotive Engineers and other professional organizations, which may establish relevant standards.
 - c) The minivan interior and exterior shall be aesthetically pleasing.
 - d) All exposed metal shall be primed and painted. All metal shall be thoroughly cleaned and primed, including welded joints. Metal parts shall be free of dirt and rust.
- 1.5 **CHASSIS AND PACKAGES:** The model shall be a Dodge or Chrysler Caravan SE with OEM option packages that at a minimum contain items listed in section 1.6
- 1.6 **SUB PACKAGES:** Prior to award, the bidder shall provide a listing, published by the OEM, OEM chassis and packages with these items:
 - a) Front and rear dual air conditioning
 - b) AM/FM stereo with CD
 - c) Dark tinted windows
 - d) Cruise control
 - e) Tilt steering
 - f) Power door locks with remote keyless entry, and power windows
 - g) Largest OEM cooling system available
 - h) Long wheelbase
 - i) Heavy duty cooling

- j) Day time running lights
- k) Low back bucket seats
- l) White clear coat monotone paint
- m) 160 amp alternator

1.7 VEHICLE WEIGHT REQUIREMENTS: The Contractor shall certify that all vehicles delivered shall not exceed the Original Equipment Manufacturer's Gross Vehicle Weight Rating (GVWR) of the chassis, regardless of the installed options and seating configuration ordered. This shall be submitted with the bid.

- a) The bidder shall submit passenger position loading schematics of engineering quality with the bid, which show the passenger seat positions. The schematics will show a chart with the ambulatory/mobility positions for each capacity, the equivalent weights, and compliance with the OEM GVWR and Gross Axle Weight Rating (GAWR) ratings for the specified vehicle. All weight calculations shall be estimated as 150 lbs. per ambulatory and 250 lbs. per mobility aid passenger. Loading calculations must be made with a full tank of fuel. For the center folding seat 300 lbs (150 lb per passenger x 2) shall be used in lieu of the 250 LB mobility aid passenger weight.
- b) A copy of a weight certificate from a state certified scale (state of final builders location will be accepted for these purposes) showing the unladen weight of the vehicle, with a full fuel tank, as specified, must be submitted with the bid.
- c) An additional weight detail breakout listing of engineering quality must be provided with the bid demonstrating GVWR compliance that separately lists:
 - 1) The conversion base vehicle weight,
 - 2) The specified passenger payload of at least two and three if available rear ambulatory, two middle ambulatory, one front wheelchair, plus driver,
 - 3) The combined weight of all listed options,
 - 4) The combined weight of all specified accessories (belts, fire extinguisher, first-aid kit, etc.) in this specification.
- d) All required weight breakout listings will show compliance with the OEM GAWR ratings, front and rear.

List the manufacturer's gross axle weight rating: Front: _____

 Rear: _____

- e) The Cooperative or purchasing agency reserves the right to request a state certified weight certificate, at contractor's expense, for each vehicle equipped as ordered, at any time, during the build/delivery process. The weight certificate will

show compliance with the OEM GVWR with all accessories and options installed. A State of California certified weight slip will be required at time of inspection.

- 2.0 ENGINE: The engine shall be a California certified, 3.3 liter flex fuel, E-85, V-6, gasoline engine. The engine shall be a current production model and match the year of the chassis.
- 2.1 TRANSMISSION: The vehicle shall have an automatic transmission, with a minimum four (4)-speed transmission with automatic overdrive.
- 2.2 RADIATOR AND COOLING SYSTEM: The vehicle shall have the heaviest duty available radiator and cooling system, with a coolant recovery system factory installed, and with factory specified coolant.
- 2.3 HOOD: The hood lock release shall be inside the vehicle, easily identified and accessible to the driver.
- 2.4 FLUID MAINTENANCE: The driver must be able to check and fill/top-off all fluid levels from inside the front hood. Dipsticks, filler caps, etc. will be clearly marked for identification using florescent colored tape or coatings.
- 2.5 FLUID LINE PROTECTION: All lines beneath the vehicle which are exposed as a result of the floor modification shall be protected from road damage through the use of corrosion resistant covers or shields, where the Cooperative determines it is appropriate. All covers and shields shall permit accessibility for repairs, maintenance, and inspections. Final design of covers and shields are subject to approval by the State of California. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and rebending OEM brake or fuel lines is strictly prohibited. Hoses under the floor shall have a 3-sided cover which protects them and the hardware which supports them.
- 2.6 BRAKES: The vehicle shall be equipped with an OEM Anti-Lock Brake System (ABS).
- 2.7 PARKING BRAKES: The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light. Parking brakes shall be properly adjusted to factory specifications upon delivery.
- 2.75 ELECTRONIC STABILITY CONTROL: The vehicle shall be equipped with OEM electronic stability control (ESP).
- 2.8 AXLES: The axle capacity rating shall be at least equal or exceed the GVWR of the vehicle. In the event the GAWR ratings exceed the GVWR of the specified chassis, the GVWR rating shall be the basis for all weight calculations.
- 2.9 DRIVE AXLE ANGLE ALIGNMENT: Bidder must submit, prior to award, detailed documentation which shows how OEM-factory specification front drive axle angle

alignment is maintained (i.e. use of spacers, brackets, etc.) after the lowered floor modification.

- 3.0 WHEEL ALIGNMENT: Each completed vehicle shall have a four-wheel alignment prior to final delivery. Documentation of wheel alignment with adjustment data shall be furnished at time of inspection. Alignment must comply with OEM specifications, camber kits must be installed if needed to comply with this requirement. The equipment used to do the alignment shall generate this documentation. This documentation shall include OEM alignment specifications. Hand written documents are not acceptable. Documentation shall include Vehicle Identification Number (VIN).
- 3.4 REPLACEMENT FUEL TANK: Tank, fuel and vent lines, and hardware must meet all current FMVSS standards, including FMVSS 301, as well as all current CARB and EPA requirements (see section 7.7). If the OEM tank is removed during conversion and replaced with an aftermarket tank, documentation from the tank manufacturer or vehicle second stage manufacturer to show compliance to regulations is required with the bid. The tank must replicate OEM capacity and shall be fully calibrated with the OEM dash fuel gauge. Tanks shall be treated or coated so as to resist corrosion for the complete applicable warranty period.
- 3.5 SUSPENSION: The vehicle will retain the complete OEM front and rear suspension with OEM components. Rear suspension must include OEM Load Leveling suspension (SER) to maintain a level position once loaded to full capacity without affecting the ride quality.
- 3.51 POWERTRAIN SUBFRAME INSTALLATION: The area of contact between the power train subframe and the OEM body structure shall be maintained. Installation of spacers shall replicate the OEM contact area between the frame and unibody.
- 3.6 ROAD CLEARANCE: With a full capacity load, the vehicle shall be able to clear a conventional public street speed bump, without making contact with any portion of the vehicle surface, at 10 miles per hour.
 - a) Ground Clearance: With passengers and driver and with all available options installed (FULLY LOADED); there must be a minimum of 4-1/2 inches of clearance between the lowest part of the van and level ground.
- 3.7 WHEELS: The minivan shall be equipped with four (4) OEM Stamped Steel wheels with painted bolt-on wheel covers, 16" minimum, and a matching OEM full size spare.
- 3.8 WHEEL WELLS: Wheel wells shall be OEM. Alteration of the lower portion of the rear wheel wells to accommodate lowered floor shall be done with stainless steel or aluminized steel.

- 4.0 TIRES: Five identical brand and size tires shall be furnished. Tires shall be steel belted radials, the size, load rating and the brand as provided by the OEM for the chassis specified.
- 4.1 SPARE TIRE: The spare tire shall be OEM Stamped Steel Wheel mounted inside the vehicle and secured in an easily accessible carrier as approved by the Cooperative
- 4.2 TIRE CHANGING EQUIPMENT: Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity and other tools necessary for changing the mounted tires and stored in a compartment/container within the vehicle. Such storage space shall not diminish passenger capacity nor block accessory access.
- 4.3 TIRE CHANGE: The vehicle shall have the necessary configuration and clearance on the frame to allow for the use of the OEM jack in changing the tire. The configuration shall meet or exceed the OEM design, and have provisions to prevent jack slippage. Full instructions on the tire changing procedures and towing of a lowered floor minivan shall be provided.
- 4.4 BUMPERS: Front and rear bumpers shall be OEM, shock absorption type.
- 4.5 ELECTRICAL: Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM.
- 4.6 WIRING: All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color coded to match the OEM, with no wires of the same color in the same loom or harness. All harnesses which are modified or added to the vehicle will be secured to the frame at a maximum of two feet intervals with insulated clamps. Plastic wire ties are not acceptable. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-proofed material.
- 4.7 CIRCUIT PROTECTION: All circuits shall be fuse protected and a schematic diagram, of engineering quality, indicating color and function shall be included with each vehicle. All electrical accessories except the radio and lights must be wired through the ignition, and must shut off when the engine is off.
- 4.8 BATTERY: The vehicle must have the heaviest duty available factory installed battery. Battery cables and connectors shall be OEM.
- 4.9 ALTERNATOR: The vehicle charging system will use the largest OEM optional 12-volt alternator available.
- 5.0 HORN: Factory OEM.

- 5.1 GAUGES: The vehicle shall be equipped with OEM needle or digital type gauges or OEM warning lights. All gauges will be installed in the OEM manufacturer's designated positions within the vehicle dashboard.
- 5.2 FRONT AND REAR HEATING: An OEM heating/defrosting system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. Non-OEM heater hoses shall be a continuous run of like material to the OEM heater lines which ran to the heater prior to conversion. No splices between the front and rear connections will be allowed. The lines must be mechanically attached in a manner which replicates the OEM. Whenever possible, and at a minimum, provide attachments to the vehicle structure at no greater than 18-inch intervals. Lines must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system.
- 5.3 FRONT AND REAR AIR CONDITIONING: Air conditioning shall be OEM front and rear mounted, with separate fan controls mounted on the front center console. Rear ceiling mounted A/C controls shall be removed and a new low profile interior panel color matched to OEM interior shall be installed to eliminate head strike. Conversions shall not impede access to front and rear air conditioning components. Non-OEM refrigerant hoses shall be a continuous run of like material to the OEM refrigerant lines which ran to the rear evaporator prior to conversion. A label must be placed in the engine compartment detailing manufacturer's name, refrigerant type and quantity, and compressor oil type and quantity.
- 5.4 INTERIOR LIGHTING: Overhead and lower lighting shall be installed in the interior rear of the vehicle that provides not less than two foot-candles of illumination at the entrance ramp area. This system shall illuminate automatically when the vehicle front and sliding doors are open. A manual switch must be available which overrides any timing device on the interior light system.
- a) Seat Lights: Additional lighting shall be installed in the lower panels of the vehicle which provides a minimum of two foot-candles of floor illumination for the center and rear seats. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling to prevent being a hazard to passengers. Additional lighting shall be wired to work in concert with the OEM interior overhead light switches. All additional lighting must be adequately circuit protected.
- 5.5 EXTERIOR LIGHTING: Exterior lighting shall be installed in accordance with the Federal Motor Carrier Safety Regulations and the California Code of Regulations, Title 13. All lights shall be sealed from moisture and grounded to the body framing structure. The brake light shall not override emergency flashers or turn signals. An OEM center stoplight, two OEM back-up lights, and OEM running lights shall remain factory installed and complete.
- 5.6 LIGHT COMPLIANCE: All accessory vehicle lighting will conform to ADA, 49 CFR, Part 38, and Subpart B.

- 5.7 STEREO: Shall be OEM AM/FM radio with CD and, a minimum of, four factory-installed speakers, 2 front and 2 rear.
- 6.0 HEADLIGHT ADJUSTMENTS: After conversion, the manufacturer will adjust the headlights for proper alignment using appropriate equipment to accurately align headlights per FMVSS requirements prior to delivery.
- 6.1 BODY SPECIFICATIONS: Conversion of a minivan by modifying the sidewalls, or floor, shall require the construction of an internal reinforcement of equal or greater strength which does not destroy or reduce the original integrity or strength of the vehicle against impact. All metal components which are added, as reinforcement shall be professionally seam welded, and shall be made corrosion proof through a commercial primer application or the use of stainless steel or aluminized steel
- a) Interior Height: Shall provide a maximum measurement of 60 inches (plus or minus 2 inches) at the vehicle center of the interior roof to the interior of the vehicle floor.
- 6.2 FMVSS TESTING: Documentation showing successful compliance with FMVSS 571.126, 135, 204, 206, 208, 214, and 216 standards for the current model requested after conversion is required to be provided prior to bid award.
- 6.3 OEM "PASS THROUGH": Documentation by an engineering associate must be provided which states the reasons for OEM "Pass Through" where claimed in lieu of required FMVSS testing. The Cooperative reserves the right to request re-testing if a pass through claim, based on submitted documentation, is deemed inappropriate.
- 6.4 VEHICLE PRODUCTION: The bidder shall submit a vehicle modification production work plan with the bid which describes the processes used when OEM vehicle flooring is cut out and accessibility modifications made. The production work plan shall include the method of bracing, type of cutting, welding, and attachments, and reinforcements which would ensure proper alignment and construction.
- a) Reinforcement: Any modifications to the floor, roof, or sides shall require reinforcement to prevent vibration, drumming, or flexing.
- b) Exterior Panels: Shall be sufficiently stiff to prevent vibration, drumming, or flexing while the minivan is in normal operation.
- c) Structural Securement: All points of contact between longitudinal or cross members and other structural materials shall be welded, or bolted with minimum grade 5 zinc plated, cadmium plated, or galvanized fasteners.

- d) Insulation: The roof and body shall be fully insulated, OEM is acceptable. Add-on insulation shall be glued or affixed in such a manner which does not allow sagging or bunching of the insulation.
- e) Road Noise: At 60 miles per hour, the ambient noise level shall not exceed 89.5 DB measured from the geometric center of the passenger compartment.
- f) Fasteners: All metal hardware and fasteners shall be non-corrosive high strength steel. Clamps shall be fully insulated to prevent premature wear.

6.5 MISCELLANEOUS BODY COMPONENTS:

- a) Windshield Wipers: Intermittent with dual jet washers and multiple speed control.
- b) Rear Window Accessories: The rear window shall have an OEM electric window defogger, wiper, and washer.
- c) Paint: The basic vehicle factory color shall be OEM standard white. Chip guard paint (same color as body) shall be standard. The reference point (for the top) shall be from a point 3 inches above the bottom of an unmodified sliding door. The chip guard shall be applied from this point to the bottom of the rocker panel, and shall extend from the rear of the front wheel opening to the front of the rear wheel opening.
- d) Transit Striping: Transit stripe, 3 inch width, will be installed on each side of the vehicle. Colors available at a minimum shall be: white, red, orange, yellow, green, light blue, and blue. Reference: Stripe shall be 3M reflective tape series 680, or approved equal. The stripe shall be white if user does not choose another color. The stripe will be installed in a professional manner with cutouts for emblems etc. See Drawing "A" Page 19 for install position of stripe.
- e) Rear View Mirror: An interior rear-view OEM mirror with a night driving adjustment shall be installed to afford the driver a view of all passengers.
- f) Side View Mirrors: Each minivan shall be equipped with OEM exterior left and right side mirrors, the largest available, containing a convex/wide view mirror on the right side. Mirrors shall have electric adjustment capability.
- g) Sun Visors: Two OEM fully adjustable sun visors shall be provided.
- h) Sealant, Rust proofing and Undercoating: All exposed floor attachment seams shall be sealed with a high rated butyl caulk. The entire surface of the exterior lowered floor shall have a rust inhibiting coating with a nonflammable resin equal to Tectyl 121 applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current federal and state flammability standards.

- 6.6 PASSENGER DOORS AND STEPWELLS: The minivan shall have standard OEM driver and passenger front doors; one manual right side mobility aid accessible rear passenger door, with a minimum opening height of 56 inches, a minimum usable width which will accommodate the ramp platform without causing the ramp to contact the door, and the opening bottom shall be a minimum of 9 inches above the ground. Door extensions shall be constructed of stainless steel. Both sliding doors shall have a locking mechanism to securely hold doors in the open position when the vehicle is on a hill.
- a) Ground effects: Vehicle shall incorporate stainless steel or aluminum body extensions on both street and curb side of vehicle. These shall be primed and painted to match the exterior color of the vehicle. See Drawing A for details.
 - a) Passenger Door Tracks: Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with the sliding door arms.
 - b) Sliding Passenger Door Arms/Brackets: Reinforcement of the sliding door components shall be, at a minimum, adequate to support the excess weight created by the floor and door extensions. Under normal closure conditions, there should be no evidence of door track “flexing” or wobbling.
 - c) Sliding Door Closures: The minivan sliding passenger doors shall be easily opened, closed and latched by pulling the door handle with one hand. Full instructions shall be provided on the proper maintenance and periodic adjustment of the sliding door(s).
 - d) Locks: OEM remote keyless entry shall be provided with four (4) OEM full function key fobs. All access doors shall have power locks with driver single control capability in the interior.
 - e) Sliding Left Passenger Door: An OEM-built second sliding door shall be provided on the rear passenger left side of the vehicle. The door height opening shall be a minimum of 52 inches. The door width shall be as provided by the OEM. The door shall be equipped with an interlock system so that the door cannot be opened beyond the fuel door when the fuel door is open.
 - f) Rear Door Emergency Exit: The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle. The vehicle override device shall be mounted on the inside of the rear door to prevent accidental release. The handle shall be coated with a florescent yellow or bright red, for easy identification. A permanent label with a minimum 1/2 inch letters shall be attached near the handle with opening instructions.
 - g) Signage: All emergency exits and signs shall comply with the Federal Motor Vehicle Safety Regulations, the California Motor Vehicle Code, and California Code of Regulations Title 13.

- 6.7 INTERIOR PANELS: All interior panels shall be OEM vinyl/cloth or equal. Materials and treatments shall be flame retardant to meet FMVSS 571.302 and be surface treated for efficient cleaning. Panel fastening devices shall match the color of the panels.
- 6.8 INTERIOR COLOR: The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be a dark blue/gray, with additional color selections subject to Contractor availability.
- 7.0 FLOORING:
- a) Sub Floor: The interior floor, including area behind rear seat, shall be insulated with minimum 3/8 inch thick marine grade plywood to minimize interior noise. The adhesive used in the production of said plywood must be marine quality.
 - b) Floor Pan: The floor pan shall be a minimum #16 gauge stainless steel or aluminized steel, with rust inhibiting epoxy primer or equivalent covering the weld joints. The vehicle floor and related components must be structurally sufficient to meet the requirements of FMVSS 207 and 210 for all seating systems and belt anchorages as well as SAE J2249 for the mobility aid restraint system. Said tests must be performed using a representative floor pan vehicle structure. (Bench testing of OEM seats, if modified, that utilize unaltered OEM anchorages may be tested independent of the vehicle.) Testing must be done by an American Association for Laboratory Accreditation, or equal, accredited facility. Seats that do not utilize OEM floor structure must be tested with replacement floor structure. Above testing can be done with floor structure jig mounted if the vendor can validate this test will satisfy FMVSS requirements. Submit testing results prior to award. The resulting floor must be continuous and sealed to provide a watertight interior compartment. The replacement vehicle floor and related components must be corrosion resistant, meeting the requirements for 1000-hr exposure as specified in ASTM B117.
 - c) Floor Covering Material: The floor surface shall be covered by commercial-grade transit flooring, 1.8mm Altro Transflor Chroma Zeal, or approved equal, possessing anti-skid properties. Rear area behind seats to be covered with rubber material, securely adhered to the subfloor. The floor covering color shall be coordinated with the vehicle interior. The flooring shall be securely bonded to the sub-floor with Altro Eco 20 (or approved equal) water based adhesive for porous surfaces, all non-porous surfaces to use Altro 8165 (or approved equal) contact adhesive. All edges shall be sealed and all seams heat welded to prevent water penetration. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives.
 - d) Trip Hazards: All areas of the vehicle interior floor shall be level, with no tripping hazards throughout the access area. Mobility Aid restraint tracks, and seat locks

shall be beveled with no sharp edges and will protrude no more than 1/4 inch above the floor surface.

7.1 SEATS AND GRAB HANDLES

- a) All seats are to be manufactured utilizing materials designed to withstand the demands of transit and paratransit use. All visually exposed metal must powder coated or stainless steel. All seat frames must be constructed with heavy-duty steel/tubing and shall be jig welded to insure maximum consistency and durability. There are to be no sharp edges that may snag or injure passengers. All seats and restraints in the vehicle, as specified, must comply with current FMVSS standards, including 201, 202, 207, 208, 209, 210, and 214. Documentation of current model year testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and the vendor can validate that test results, meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. All seat material shall be gray and compliant with Docket 90-A, FTA (ASTM E662/FAR 25.853). The seat material must also be bacterial resistant and conform to ASTM G21 on the face and back. Seat material shall be available in vinyl or fabric at buyer's option at no additional charge. All cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellant treatment that prevents liquids from passing through fabric.
- b) Front Passenger Seat: The seat base shall be adapted to permit easy roll out for mobility aid access, OEM style is acceptable. The seat shall lock and unlock easily from the floor area, and have a positive lock device with visual indicator which assures securement is in place. This shall be highlighted with Yellow or Red to visually identify the latch as not being secure. Foot base for this seat position shall be easily removed from the seat base for easy transport and storage.
- d) Center Row Seat: The center seat shall be a two passenger fold up type, reference Freedman ASSY, 3PT FOLDAWAY, CRS, DBL, SS, Mid Hi, or approved equal, without the outer leg locking floor latch. The seat shall have US arm fold up armrests, or approved equal, on the right side.
- e) Center Row Seat Pedestal Lock: The rear center seat shall have an automatic lock mechanism built into the seat mounting pedestal to prevent the seat from flipping up during left side boarding. The lock must be engineered and installed by the seat provider and meet all specified test requirements.
- f) Center Row Seat Clearance: Fully folded, there shall be a minimum of 45-1/2 inches of clearance from the outer edge of the folded seat bottom cushion/seat structure to the right sliding door opening at inside ramp edge (when deployed).

This shall be measured by drawing an imaginary vertical line from the edge of the seat at its closest point to the door opening.

- g) Rear Row Passenger Seats: The rear most passenger seats shall be capable of accommodating three adult size passengers. The seat design shall include a split back design (minimum 50/50, maximum 60/40 design) to allow independent folding of the back rest. OEM split back seat is allowed if it meets all other seat requirements. Seat back shall have a forward dump feature to allow for emergency evacuation. The dump release mechanism must be operational from both the front and the back of the seat. When the back rest is dumped forward, it shall lock in the down position until released with either the front or rear mechanism. When dumped forward, the back rest shall be totally flat and horizontal. The thickness of the seat cushion shall be minimized to facilitate the lowest possible overall seat cushion height. The distance from the top of the seat cushion to the modified floor surface shall not exceed 20 inches. Seats shall come equipped with CRS-225 hooks and rear tether and must comply with FMVSS 225.
- h) Seat belts: All seats shall have OEM, or equal 3-point seat belts. Each vehicle shall have two seat belt extenders, one 15 inch and one 9 inch. Seat Belts shall meet or exceed FMVSS 209. Passenger restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Securement devices, both for ambulatory and mobility aid passengers, shall meet all state and federal standards.
- i) Grab Handles: Grab handles shall be installed, one on each pillar between the front and side sliding doors, one mounted at the rear of each side sliding door (on the pillar), and one mounted in the interior for the curb side front passenger seat, between the front door and the windshield (5 total grab handles) where already installed, OEM are acceptable. Non-OEM grab handles shall be padded with a non-slip surface for comfort and safety and conform to ADA requirements as listed in 49 CFR, Part 38, Subpart B.

7.2 MOBILITY AID SECUREMENTS:

- a) Mobility Aid Security and Occupant Restraint Systems: The securement system shall be Q'Straint Securement System model QRT Q 8300-Max, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan, or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. The system(s) shall be flanged "L" continuous track mounted type, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. Each vehicle shall come with two retractable tie-down systems.
- b) Mobility Aid Securement and Occupant Restraint System(s): All attachment hardware and anchorages shall meet or exceed the following requirements:

- * 30 mph/20 Impact Test criteria per SAE J2249
- * 36 CFR Part 1192 and CFR Part 38 (ADA)
- * All applicable FMVSS, as amended
- * California Code of Regulations, Title 13

- c) Mobility Aid Securement System: Each vehicle shall be equipped with the number of securement systems as required in Section 1.1 of this specification.

- d) Track Mounting: The system anchorages and/or “L” track shall be mounted to the vehicle floor in accordance with the requirements of the system manufacturer. A copy of the manufacturer’s installation instructions must be provided to MBTA prior to award.

- e) Track Installation: As standard, the vehicle shall be equipped with laterally oriented mobility aid restraint track. Track shall include end caps where track does not terminate into the side wall. Floor plans illustrating locations of must be available for review and approval prior to the bid award. Floor plan must comply with requirements as described in “i” below. See drawing “B”, Page 19, for current layout.

- f) Occupant Restraint System: For each mobility aid securement system set installed in the vehicle, a corresponding Occupant Restraint System shall also be provided. The Occupant Restraint System shall consist of adjustable lap (pelvic) belt and a shoulder (upper torso) belt, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended.

- g) Belt Web Cutter: A high quality web cutter, for emergency use, shall be provided with each vehicle, along with instructions for use.

- h) Storage Containers: The Contractor shall furnish and permanently install a container within the rear cargo area behind the rear seat to store the First Aid Kit, Blood Borne Pathogen Protection Kit and Reflective Triangles. A container shall also be available or provided to store tie downs. The Cooperative must approve final designs and placement.

- i) Mobility aid and Passenger Placement: The bidder shall furnish drawings of proposed seating arrangements, including spaces for two (2) mobility aid positions, with one minimum clearance area of 30 inches by 48 inches. The bidder must indicate sufficient space for placing/boarding two mobility aids, one position in the rear passenger area and one position in the front passenger area. At a minimum, the securement location(s) and area(s) shall meet all applicable ADA requirements.

7.3 MOBILITY AID RAMP: The vehicle shall be equipped with a manually-operated, folding, mobility access ramp which folds and unfolds through the right side door. The ramp must also swing out of the doorway about a nominally vertical axis providing clear access for ambulatory passengers. Ramp and all components shall

leave a clear path to and from the rear and center seats with no trip hazards. Bidders shall provide illustrations of their ramp construction, which must be built to withstand heavy transit use. This ramp shall comply with ADA, 49 CFR Section 38.23(c) and 38.25(b). The fold and unfold motion of the ramp must be counterbalanced so that the force exerted by the operator does not exceed 15 lbs. damped so that, in the event the ramp is allowed to free fall, no point along the ramp length shall move faster than 18 inches/second.

- a) Obstruction: The installed ramp shall not obstruct the view of the driver through any vehicle window.
- b) Usable Width: The ramp shall have a minimum usable width of 30 inches and a slope meeting the requirements of ADA, 49 CFR, Section 38.23(c) Vehicle Ramp (5) Slope.
- c) Tensioning Device: The ramp shall have an adjustable tensioning device installed that prevents rattling of the ramp while folded up inside the vehicle, during driving.
- d) Mechanism: Both handle and cable or pull mechanism that releases ramp for swing away operation must be reinforced for transit use. The handle must be highlighted with florescent coloring for easy identification.
- e) Hardware and Ramp Bracket: The ramp bracket shall be constructed of heavy gauge steel, reinforced to prevent bending and covered with illumination type paint or coating for easy visibility while boarding. The bracket shall be as streamlined as possible and shall have a cover to remove sharp edges. Self-lubricating bearings will be used where necessary. The ramp bracket attaching hardware shall be a minimum of grade 5, and shall be the self-locking type to prevent loosening.

7.5 MISCELLANEOUS RAMP:

- a) Ramp Surface: The ramp surface shall be continuous and made skid resistant through an epoxy/powder coating or similar permanent application, have no protrusions from the surface greater than ¼ inch and shall accommodate both four-wheel and three-wheel mobility aids.
- b) Ramp Load: The ramp shall support a load of 750 lbs., placed halfway up the ramp distributed over an area of 26 inches by 26 inches, with a safety factor of at least three (3) based on the ultimate strength of the material.
- c) Ramp Visibility: An outline of 1 inch safety approved reflective tape, 3M or equivalent, shall run along both sides of the ramp and the outer and inner edge for increased visibility. Reflective yellow or white is required.

7.6 VEHICLE PREPARATION: Upon final delivery, a copy of the weight certificate and wheel alignment shall be provided. The vehicle(s) will be washed externally and cleaned internally, in a professional manner. Vehicles with road dust and mud, dirty

carpets and floor, streaked and smudged windows, etc. will not be accepted at the delivery site.

7.7 CALIFORNIA EMISSIONS: Vehicle engine and fuel system must have Certified California Emissions; Documentation must be provided prior to award.

7.8 SAFETY EQUIPMENT: All safety equipment shall be OSHA and Title 13 compliant, clearly marked, installed and secured to the vehicle, and must be easily accessible to the driver. Installation shall not interfere with passenger or driver entry or exit.

- a) First Aid Kit: A minimum 10-unit first-aid kit shall be furnished and mounted in the rear storage container which meets the requirements of the California Code of Regulations, Title 13 Section 1243.
- b) Blood Borne Pathogen Protection Kit: A blood borne pathogen protection kit with case shall be furnished and mounted in the rear storage area of the vehicle.
- c) Fire Extinguisher: One metal or plastic constructed California Highway Patrol approved minimum 2.5 lb. 4BC fire extinguisher shall be provided, containing a gauge to indicate the state of charge and an automotive-type bracket with easy release strap for storage/securement. The extinguisher shall be mounted in the rear storage area of the vehicle. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.
- d) Reflective Triangles: One set of three triangle warning devices, in a container, meeting the requirements of FMVSS 571.125 and approved by the California Highway Patrol.
- e) Dash Warning Light: A red, flashing, heavy duty warning light, a minimum 1 inch in diameter, will be installed on the driver's side dash panel, in an area clearly noticeable to the driver in a seated position, and activated when right or left sliding door are open or ajar and the ignition switch on. The light lens or trimming shall be clearly lettered, "door ajar."
- f) Backup Alarm: A heavy-duty, weatherproofed warning alarm, ECCO #530 or 575, or approved equal, shall be provided which is readily audible from the outside when the transmission is in reverse.
- g) Air Bags: Front airbags shall be installed and equipped for the model specified by the OEM, and will meet all Federal and State Safety Standards.
- h) Rear Cargo Restraint: The rear cargo area will have web-like nylon/elastic netting to secure objects.
- i) Control Interlock: The curbside sliding door shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved

when the curbside slide door is open. The interlock shall be a fully automatic, solid state, microprocessor controlled unit (Ref. Intermotive ILIS 602G) or approved equal. Interlock shall utilize an LED display panel to show subsystem status and integrated into the dash. The Interlock must prevent driving the vehicle with parking brake left on. The Interlock must meet ADA Title 49 Lift Interlock requirements.

- j) Yellow Safety Tape or Coating: The interior folding ramp pivot hinge and center folding seat base shall be covered with a yellow tape or coating to provide contrast. Both curb side and street side door openings shall have a two inch yellow band across the edge of the door opening. The band shall be Altro floor material intended for step edges and installed flush with the existing Altro floor material and per manufacturer's instructions.

8.0 PUBLICATIONS AND PRINTED MATERIALS: Each vehicle will have complete set of operation, quality assurance, and warranty publications.

Operation Manual: A complete operations manual will be provided which covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility aid ramp deployment, deployment of seats, and related equipment.

Quality Assurance Checklist: A quality assurance checklist will be completed by the Contractor which documents a thorough inspection of each vehicle by a company representative immediately after construction and identifies any needed corrective action for specification compliance.

Warranty Information: Each vehicle will have a published listing of Contractor warranty repair locations, including address, telephone number, contact name & location maps.

8.1 OPTIONS:

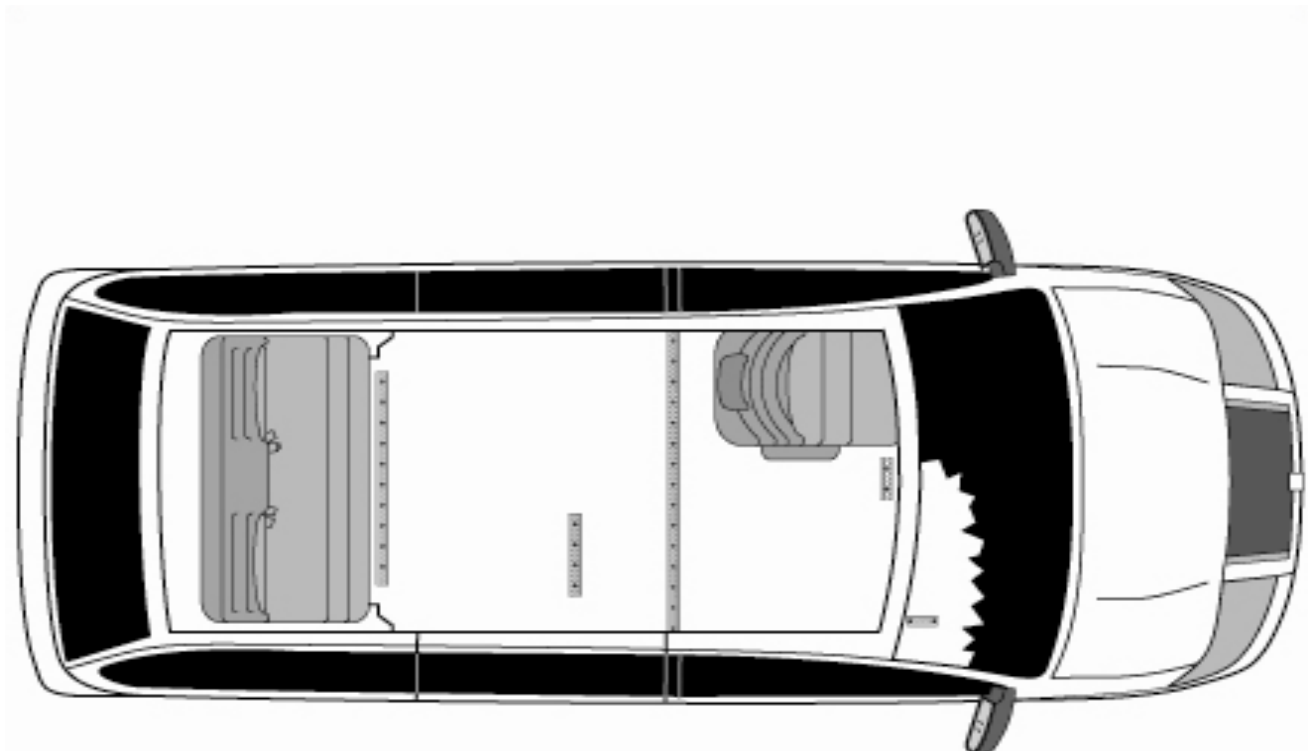
- a) Power sliding curbside door _____
- b) Portable/removable ramp. _____
- c) Credit for center foldaway seat _____
- d) Seat belt monitoring for rear seat position, copilots removable seat and drivers seat. System to warn passenger when passenger belt is not buckled with passenger in place and of vehicle movement. Ref: Intermotive Seat Belt Monitoring System _____

8.2 Vehicle Drawings

DRAWING A



DRAWING B



9.0 CONTRACTOR REQUIREMENTS & NOTES

WARRANTY: The warranty of each unit shall include the chassis, engine, drive train, modifications, etc., and shall be equal to the current OEM standard warranty and shall start on the date of acceptance. The Contractor will coordinate warranty issues during the standard warranty period for all OEM and conversion manufacturer products.

Each contractor shall describe his/her policy and procedures concerning warranties, both on workmanship and material, as applying to this equipment, and the contractor's/manufacture's method of adjustment. The final stage manufacturer and Contractor shall assume the responsibility and warranty for all materials and accessories used in the vehicles, whether they are made by the manufacturer or purchased from an outside source for a minimum warranty of three (3) years or 36,000 miles. A copy of OEM warranty and manufacturer's warranty shall be provided for each unit. The California Department of Transportation shall not be considered to be a dealer; however, the Contractor shall provide The Cooperative a copy of any recall notice.

Any modification added to the base OEM vehicle that is required to be removed from the vehicle to perform warranty work will be at the cost of the Contractor.

All warranty repairs will be the responsibility of and under the control of the Contractor.

Fleet Defects: A Fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of vehicles delivered under this contract. For the purposes of this bid, identical defects occurring in 25 percent of the vehicles delivered shall be considered a "Fleet Defect." The Contractor shall correct a fleet defect under the warranty provisions. The Contractor then is responsible to perform inspections and take corrective action for all vehicles that incorporate the item having been found to be a "Fleet Defect." This inspection/repair action shall also be required on any vehicle that is no longer under the standard warranty if it still meets the time or mileage requirements of the warranty.

SERVICE WARRANTY: Any recognized service or warranty work required, which is performed by the Contractor, under the Contractor's or manufacturer's warranty shall be at a location within the state and will be the responsibility of and paid for by the Contractor. This location must be within two (2) hours travel time of the recipient's location or the Contractor must provide warranty work certification to a local shop capable of performing the work.

EXPERIENCE: Each bidder shall submit evidence of his/her ability and experience to provide the equipment described in these specifications with the bid, by including a list of five users' names, addresses, and telephone numbers who have been provided similar equipment on the same chassis from the same

Contractor/manufacturer during the past two years. If a newly manufactured vehicle is bid, the Cooperative will determine the acceptability and qualifications of the manufacturer. The Cooperative' decision shall be final.

PARTS: An adequate stock of repair parts and qualified service facilities must be readily available in California, and must be available and delivered to the transportation providers repair shop within 72 hours of the time requested/ordered from the Contractor.

The Contractor will bear all reasonable financial costs for providing backup service from alternative sources, for failure to provide repair parts within the 72-hour time limit; and will bear all such costs until the parts are received. Freight and transportation for the parts is the responsibility of the Contractor and use of overnight delivery is required when the bus is put out of service due to the needed parts. If overnight delivery is not available the part must be sent by the fastest method available and at a minimum using UPS Ground Trac.

INSPECTION: The intent of this inspection is to resolve as many discrepancies, as possible, on the equipment and allow the manufacturer the opportunity to correct the discrepancies while the equipment is still in the manufacturer's plant and before shipment to California. The cost of these inspections will be paid by the agency identified on the purchase order. This inspection in itself will not constitute acceptance of the vehicle. Final acceptance will be made upon delivery of an acceptable product complying with the specifications at the designated location indicated on the purchase order. The vehicles are to be transported to the contractor from the vehicle manufacturer. If the odometer reading exceeds 300 miles at the time of delivery there will be a charge of five dollars (\$5.00) per mile for each vehicle payable to the purchasing agency or deducted from the vendor invoice.

Upon bid award, a preproduction meeting is required at the manufacturer's facility. The meeting will include at a minimum, representative(s) from the successful manufacturer, dealer and representative(s) from the Cooperative. A vehicle built to specification will be available for inspection prior to the start of the meeting. For out-of-state travel the Contractor/manufacturer will pay the travel and per diem expense for up to two (2) Cooperative representatives. The Cooperative is to be notified in writing, a minimum of 30 days prior to the meeting date. The successful bidder will pay upon the Cooperative's request the inspection fees and travel expenses for one (1) independent inspection consultant per vehicle directly invoiced to the successful bidder.

The Contractor/manufacturer can request additional in-plant inspections during the design and construction of the vehicles, upon contract award. The Contractor/manufacturer as detailed above must pay all travel costs. Vehicle's inspected out-of-state at the manufacturer's plants, which do not comply with the specifications, will not be approved for shipment to California. Twenty (20) calendar days will be allowed to correct all deficiencies. Additional inspection trips for

compliance will be at the expense of the Contractor and include all expenses (meals, lodging, and transportation).

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop within California. The Vehicle will be inspected for compliance to vehicle specifications, FMVSS and Buy America requirements. The purchasing agency inspector is to be contacted a minimum of three (3) business days prior to vehicle being ready for inspection. A service technician is to be available to the inspector to correct and note deficiencies that are identified while the inspector is on the premise. A written copy of the inspection is to be provided to the purchasing agency at the time of delivery. Non compliant items that are noted by the inspector will need authorization by the inspector verifying that the deficiency has been corrected prior to delivery.

SERVICE: The vehicle service shall include not less than the following prior to delivery:

1. Check all fluid levels and fill as necessary. This inspection must include engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid.
2. Complete wash and detail of the vehicle prior to delivery and inspection.
3. Full tank of fuel at the F.O.B. point.
4. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition and tagging of cooling system.
5. A copy of the pre-delivery inspection and all subsequent inspections by contract inspectors are to be provided to the receiving agency upon delivery.
6. A copy of a certificate from a State (state of final builders location will be accepted for the purpose of bid review) certified scale showing the unladen weight of the vehicle, with a full fuel tank, as specified must be submitted with the bid.

ACCEPTANCE: Final acceptance will be made upon delivery of acceptable products complying with the specifications at the designated locations in the purchase order and signature of acceptance by the agency listed on the purchase order.

Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or a material defect appearing even after final payment has been made.

VEHICLE REGISTRATION DOCUMENTS REQUIRED: The Contractor shall register all vehicles as per buyer's requirements. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each unit.

GENERAL: All equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, must be furnished and included in the purchase price of each vehicle.

Complete printed specifications, published literature, and photos, or illustrations of the basic unit or units that the bidder proposes to furnish must be provided prior to Award. Bids will not be considered if the Contractor's designated F.O.B. delivery destination is other than that stated in the invitation to bid.

Bids will be considered only from a manufacturer having a California representative carrying an adequate supply of repair parts in California. This representative shall have the capability of performing all warranty work in the State of California.

The manufacturer shall provide full and competent engineering services to handle any, and correct all problems associated with the performance of this equipment. At least one qualified service representative shall be available to render prompt service.

All equipment/options are to be factory installed. If the equipment/options are not available for factory installation, dealer installed equipment/accessories may be acceptable to meet the specifications. Any component added to the vehicle by the dealer must meet manufacturers approved instructions for additions. The bidder is to specify those items that will be dealer installed.

Modifications to the vehicles may be performed by final-stage manufacturers only if National Highway Traffic Safety Administration certifies them and are registered to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. In addition, all modifications must be in accordance with the OEM guidelines for building on an incomplete chassis (i.e. Ford's Quality Vehicle Modifiers guidelines and body builder's manual). The vehicle manufacturer must be ISO 9001 certified and a copy of the certifications must be submitted with the bid documents.

Due to the critical nature of this product, the requirements of these regulations and standards will be strictly enforced. It is the Contractor's responsibility to obtain current copies of the regulations for bidding and/or construction purposes.

The Contractor is required to provide certification affixed to each vehicle that each unit meets or exceeds all State and Federal requirements as of the date of manufacture. California Air Resources Board (CARB) re-certification must be supplied for any components not supplied with the OEM chassis that effects the fuel or exhaust system. Provide copies prior to award.

The final-stage manufacturer will be required to provide all test data, drawings, etc., relating to the certification of the vehicle as an accessible vehicle. Upon delivery, it

shall be the supplier's responsibility to provide any evidence necessary that the product fully meets all requirements of this set of specifications.

QUALITY OF MATERIALS: Whenever, under the contract documents, it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured article shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation.

Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All visible welds shall be ground smooth. Where metal is welded, the contact surface shall be free of scale, spatter, and grease and shall be treated to preclude rusting.

INVOICE PAYMENTS: Manufacturers invoice(s) submitted to the agency identified on the purchase order for payment must include the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

10.0 BIDDERS REQUIRED SUBMITTALS

I, _____, of _____ certify that I have read and will comply with all bid materials and requirements as stated in the bid materials. Please initial Next to each item that you have completed, understand, submitted and will comply with the following:

Low Floor Minivan, Class D:

To be included with the bid:

- _____ 1) A copy of the Manufacturer's ISO 9001: 2000 Certification
- _____ 2) Vehicle Weight Requirements
 - _____ a) GVWR Certification
 - _____ b) Passenger Load schematic that shows the passenger seat positions
 - _____ c) Unladen Weight certificate from a state certified scale
 - _____ d) Payload Weight detail demonstrating GVWR compliance
 - _____ e) GAWR Compliance
- _____ 3) Replacement Fuel Tank documentation from the tank manufacturer to show compliance with FMVSS standards, CARB and EPA requirements.
- _____ 4) Verification of two years experience

Prior to award:

- _____ 1) Evidence that bidder holds a valid distributor agreement from the bus manufacturer or is the bus manufacturer.

- _____ 2) FMVSS Testing: Documentation showing successful compliance with FMVSS 571 126,135,201,202,204,206,207, .208,209,210, 214, 216,and 302 standards or OEM “Pass Through” with reasons for OEM “Pass Through”) FMVSS Compliance documentation for current model year and seats.
- _____ 3) Certificate of California Emissions compliance
- _____ 4) Track Mounting; copy of manufacturer’s installation instructions.
- _____ 5) Documentation that shows how Front Drive Axle Angle Alignment is maintained after lowered floor modification.
- _____ 6) Sub Packages-Listing of OEM chassis and packages published by the OEM with listed items.
- _____ 7) Complete printed specifications, published literature, and photos of the basic unit or unit that the bidder proposes to furnish.

At time of inspection/ delivery (acceptance) of each unit:

- _____ 1) A State of California certified weight slip
- _____ 2) Documentation of wheel alignment with adjustment data including Vehicle ID number
- _____ 3) A schematic diagram of engineering quality indicating color and function of circuit protection
- _____ 4) Operation Manual, Quality Assurance Checklist, Warranty Information
- _____ 5) Pre-delivery inspection and all subsequent inspections by contract inspectors
- _____ 6) Certification of compliance for vehicle emissions
- _____ 7) Complete printed specifications, published literature, and photos or illustrations of the units.
- _____ 8) Final-stage manufacturer to provide all test data, drawings relating to the certification of the vehicle as an accessible vehicle.

Upon Request:

- _____ Any Information that the Cooperative deems appropriate.

11.0 Base Price (Pre-tax as specified in this submission). Mark “No-Bid” if your firm is not proposing for a particular vehicle class

11.1 Class Base D _____

11.2 EVALUATED OPTIONS:

- a) Power sliding curbside door _____
- b) Portable/removable ramp. _____
- c) Credit for center foldaway seat _____
- d) Seat Belt Monitoring System _____

NOTE-PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION, MBTA WILL REQUEST THIS INFORMATION AND PROVIDE FURTHER INSTRUCTIONS WHEN APPROPRIATE



**VEHICLE SPECIFICATIONS
LOW FLOOR PARATRANSIT VEHICLES
(CLASS F AND G)**

ATTACHMENT A-2

**Morongo Basin Transit Authority
Lead Agency for the
California Association for Coordinated Transportation
Vehicle Purchasing Cooperative**

November 2009



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SPECIFICATIONS FOR PARATRANSIT BUS

1.0 **SCOPE**

- 1.1 The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001:2000 certified.
- 1.2 This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid ramp and door.
- 1.3 FTA Circular 4220.1F does not require a Local Government Purchasing Schedule such as this solicitation to specify a minimum or maximum quantity to be ordered. Upon request the results of a CalACT survey among its membership regarding the vehicle types to be offered will be provided.

2.0 **APPLICABLE STANDARDS, LAW AND REGULATIONS**

- 2.1 The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.
 - Federal Motor Vehicle Safety Standards (FMVSS)
 - Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
 - California Vehicle Code and CCR Title 13 regulations as applicable to transit vehicles
 - California Health and Safety Code
 - California Air Resources Board and Environmental Protection Agency Standards and Guidelines
 - OEM Body Builders Standards and Guidelines
 - National Fire Protection Agency Regulations 52
 - Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

- 2.2 **ALTOONA BUS TESTING:** Bidders for Low Floor vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report (Hardcopy and electronic version on CD) provided to the Cooperative's prior to final acceptance of the first vehicle by a recipient. No vehicles with Class 1 or 2 failures are acceptable. Correspondence detailing remedial action taken to mitigate any Class 3 structural failures must be provided to the satisfaction of the MBTA. Failure to comply with these requirements will result in nullification of conditional award.

Altoona tests for hybrid or CNG vehicles performed on standard floor versions of the proposed low floor vehicles are not acceptable as per 49 CFR, 665.5 (2) (Major change in configuration/Modified mass produced chassis). A separate Altoona test or correspondence from the FTA demonstrating the proposed vehicle's compliance with this requirement must be presented to the Cooperative. Offerors may not offer buses using the FTA's demonstrator model test exemption for five (5) or less vehicles for sale under this contract.

3.0 VEHICLE CLASSES:

Vehicles solicited for in this attachment are as follows:

CalACT Class F (Low Floor Ford Cutaway): This specification is for a Mid Size Low Floor Commercial bus of the "Body-on-Chassis" type on Ford chassis suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas. The bus shall have a standard power ramp to facilitate entry by passengers including those in a wheelchair. The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this specification. The bus shall be of the Low Floor type with air suspension both front and rear. The bus shall have a kneeling feature to lower the bus a minimum 4" when the passenger door is opened. The standard bus shall have a 12V electric pump compressor to inflate the air suspension. The bus must be rear wheel drive without the use of a drop box or transfer case.

CalACT Class G (Low Floor GM): This specification is for a Mid Size Low Floor Commercial bus of the "Body-on-Chassis" type on GM chassis suitable for transporting both ambulatory and non-ambulatory passengers in both rural and urban areas. The bus shall have a standard power ramp to facilitate entry by passengers including those in a wheelchair. The bus shall meet all requirements of the Americans with Disabilities Act even though the specific items may not be listed in detail in this specification. The bus shall be of the Low Floor type with air suspension both front and rear. The bus shall have a kneeling feature to lower the bus a minimum 4" when the passenger door is opened. The bus shall have an engine driven air compressor with a reserve tank, air dryer and spitter valve. The bus must be rear wheel drive without the use of a drop box or transfer case.

Base vehicles to be proposed for both classes are for vehicle available from proposer with the maximum seating capacity and/or length available from the manufacturer. Offeror to provide lengths, seating plans and configurations available that it proposes to offer via this contract and show applicable credits if any for units of lesser capacities. Configurations not proposed and priced are to be considered a cardinal change and are not to be sold under this contract.

4.0 SPECIFICATION REQUIREMENTS

These specifications apply to all components of vehicle Classes F and G unless otherwise stated within specifications.

- 4.1 **VEHICLE LOADING:** In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.
- 4.11 **UNLADEN WEIGHT:** A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.
- 4.2 **ENGINE:** California approved gasoline electronic fuel ejection (EFI) fuel management system.
- 4.25 **CNG:** For Ford Only. Proposer desiring to offer CNG as an option for low floor bus, must meet Altoona testing requirements in compliance with 49 CFR part 665 to the satisfaction of the Cooperative. When available the 6.8L E450 engine to be OEM gaseous prepped. Areas where the alternate fuel system impacts the standard specifications (for gasoline/diesel fueled vehicles) may be waived for this contract. This includes such things as: gross vehicle weight rating, payload, engine displacement, emission rating, cargo volume and others directly affected by the fuel system modifications. The bidder may be required to substantiate the reasons for downgrading the base requirement. A minimum of 27-gallon gas equivalent capacity in three 3600 psi tanks shall be installed between the frame rails on the chassis. The CNG tanks shall have a production date of no more than 24 months from date the bus is delivered. The tanks shall be Type III aluminum and carbon fiber construction, twenty (20) year life that complies with NGV2-2007 and FMVSS 304. All fittings and hoses are to be stainless steel or flex tubing approved for use with CNG at 3600 psi. All lines are to be supported with split block high pressure retaining devices and or rubber insulated line clamps approved for use with CNG at 3600 psi. All fasteners are to be Grade 8 fasteners and installed in a manner that is compliant with applicable sections identified in 2.1. Conversion shall include dust and gravel shields to protect tanks and valves. Vehicle shall have OEM gas ready engine. The system shall be installed by Engine System Manufacturers approved installers and include the following:
- a) NGV-2 3600 psi rated fill receptacle sized at buyers choice, no extra cost
 - b) Electronic tank shut off valves.
 - c) Exterior fuel pressure gauge
 - d) Locking fuel door
 - e) Lockout switch for fuel filler door to prevent starting with fuel door open

Proposer to offer as options, a Kidde Aerospace & Defense (KAD) or approved equal Automatic Fire Sensing and Suppression System (AFSS) complete with fire detector(s), control panel, manual activation switch and engine compartment and battery compartment and methane detection system. The purpose of the AFSS is to ensure coach and passenger safety and survivability in the event of fire. The AFSS shall detect fires in protected areas. Upon fire detection the AFSS shall immediately activate an audible and visual alarm in the vehicle operator's area. After a 15 second delay, the AFSS shall shutdown the vehicle engine and discharge extinguishing agent into the protected areas. The vehicle operator shall have the capability to extend or terminate the engine shutdown and extinguisher discharge delay. The completed AFSS shall be tested and certified by KAD. The test shall determine that the system has been properly installed and will function as intended; a Certification Report from KAD shall be provided indicating such at time of delivery.

- 4.3 **HYBRID ELECTRIC DRIVE SYSTEMS:** All vehicles shall be approved and marketed by the original equipment manufacturer. Proposer desiring to offer hybrids as an option for low floor bus, must meet Altoona testing requirements in compliance with 49 CFR part 665 to the satisfaction of the Cooperative. Proposer if offering Hybrid option must meet Full factory literature, parts, service, technical support and warranties shall be available, equal to Azure Dynamics hybrid electric drive system. Drive system must be installed as per Hybrid's Body Builders Guide and provide a process for the hybrid electric drive manufacturer to sign-off of the hybrid system. The Hybrid Electric Vehicle (HEV) shall be primarily propelled by an internal combustion engine and also convert energy normally wasted during coasting and braking into electricity which is stored in a battery until needed by the electric motor. The HEV shall not need to be plugged into an external source of electricity to be recharged. Conventional gasoline and regenerative braking shall provide all the energy the vehicle needs. The HEV shall be capable of sustained highway speeds.

The system shall also include the following:

- a) 100 kW AC induction w/ regenerative braking
- b) 120 kW inverter
- c) 288V, 60kW, 8.5 Ah, maintenance-free nickel metal hydride Automatic high voltage disconnect in case of vehicle collision.
- d) The bus body builder must provide adequate shielding to protect the hybrid components from road debris and collision.
- e) Electronic 5-Speed Torqueshift Auto O/D Transmission

Manufacturers of low floor vehicles may propose alternative hybrid systems that are compliant with Altoona testing requirements per section 2.2. Proposed systems shall be fully described, documented and supported by manufacturer's design and test data. Acceptance of this option shall be at the discretion of the MBTA.

- 4.4 **TRANSMISSION:** Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.

- 4.5 **BRAKES**: Dual hydraulic power-assisted system with disc-type brakes on the front wheels and drum or disc-type on the rear wheels. A foot operated parking brake shall be supplied with a warning light on the dashboard.
- 4.6 **SPRINGS/AIRBAGS**: The front and rear springs or airbags as applicable, shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM shall be installed on the ramp side of the vehicle to keep the bus level.
- 4.7 **SHOCK ABSORBERS**: Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.
- 4.8 **STEERING**: Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.
- 4.9 **WHEELS**: Each vehicle shall be equipped with seven OEM white matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.
- 4.9 **TIRES**: Seven OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire and wheel shall be shipped and delivered with the vehicle unless optional spare tire is carrier is selected.
- 4.95 **BUMPERS**: A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mph impacts.
- 5.0 **AXLES**: The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.
- 5.1 **DRIVESHAFT**: Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.
- 5.2 **ELECTRICAL**: The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid ramp must be wired through the ignition, and must shut off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.
- 5.21 **WIRING AND SWITCHES**: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or

modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure - type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Cooperative. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.

- 5.22 **CHARGING SYSTEM:** The vehicle charging system will use a OEM 12-volt alternator with the highest output alternator available from the chassis OEM.
- a) A fast idle system equal to Intermotive Gateway shall be installed. The fast idle system must be able to automatically increase the engine speed to 1,500 RPM on gas engines and 1200 RPM on diesel. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on. A manual switch/button shall be located convenient to the driver to engage the system when the vehicle is in Park and vehicle is not in motion, as described above.

- 5.23 **LIGHTS:** Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

- a) OEM daytime running lights.
- b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).
- c) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.
- d) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.

- e) Center mounted LED light will be provided and mounted above rear window.
- f) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
- g) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
- h) Vehicle shall be equipped with an LED rear center brake light.

5.24 **BATTERIES:** Each vehicle shall have two maximum capacity chassis OEM batteries of equal capacity and rating. Proposer to describe to installation method and location of batteries to the approval of the Cooperative. Hybrid vehicles require that the two OEM batteries supplied with the chassis be installed as per the electric hybrid manufacturer's instructions and body builder's guide.

5.25 **BATTERY TRAY:** A locking weather protected sliding type battery box shall be installed on the curbside adjacent to the passenger door with stainless steel bearing slides slides that provides for a latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of four) and have the ability for the battery to extend a minimum of 3 inches beyond the opening of the battery compartment. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. A minimum of one locking latch shall secure the battery door. Sufficient means shall be provided to hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery

5.26 **GROUNDING:** Three added grounds shall be installed on the vehicle; all shall be # 0 or #2 gauge. One ground shall be installed between the engine and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the ramp pump housing and the side battery, grounds must be continuous, without splices. Third ground may be deleted if the vehicle does not require a separate hydraulic pump. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.

5.3 **FUEL TANK:** Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with California Air Resources Board standards.

- 5.4 **INSTRUMENT PANEL:** The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:
- a. Ammeter or voltmeter
 - b. Oil pressure gauge
 - c. Fuel capacity gauge
 - d. Engine temperature gauge
 - c. Speedometer
 - e. Emergency brake warning light
- 5.5 **BACK-UP ALARM:** Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.
- 5.6 **BODY MODIFICATIONS:** The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.
- 5.7 **STRUCTURE:** The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.
- 5.71 **ROOF CONSTRUCTION:** The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.
- 5.72 **BUS BODY:** The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current

certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.

- a) All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.
- b) The body shall be free of cracks, dents, defects or physical damage.
- c) All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.

5.8 **SEATING:** All seating, including driver, shall meet the following requirements: Seat material shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellent treatment that prevents liquids from passing through fabric. Vinyl seat material shall be minimum level 3 vinyl (36 oz. per running yard).

All seats shall meet the following minimum requirements:

- a) All applicable FMVSS requirements, including FMVSS 207, 209, 210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

- b) Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.
- c) Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle.
- d) All exposed metal surfaces shall be powder coated.
- e) All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.
- f) All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.
- g) A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid ramp except when there is a rear ramp. Random movement to any seat position for ambulatory passengers must be maintained.
- h) Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.
- i) All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award

of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

- j) A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.
- k) The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

l) **Passenger Seats**

All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing, mounted for easy removal and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the Cooperative for approval. Seats shall be available in cloth or vinyl, at buyer's choice at no extra cost. Driver seat can be cloth or vinyl, independent of Passenger Seat Material Choice, also at buyer's choice with no extra cost.

m) **Driver Seat**

Vehicle to be equipped with Freedman Sport adjustable bucket seat with right hand armrest. Upholstery shall be color coordinated with passenger seats. Seat trim will include all OEM or equal Upholstery color will be grey cloth unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered.

5.9 **FLOORS:** The floor overlay shall have a minimum of 5/8" 7 ply APA certified A/C (A side up) exterior grade plywood, or 5/8" thick one piece engineered wood, fastened to the cross sills. All edges are to be properly sealed for moisture. Finished surface is to be sanded and filled where needed to create a smooth surface for the final floor overlay material.

5.91 **FLOOR COVERINGS:** Proposer to describe floor coverings available with base vehicle and any available options to the purchasing agencies.

- 6.0 **REAR EMERGENCY EXIT:** The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen.
- 6.1 **ENTRY DOOR:** All vehicles shall be equipped with an electric front entrance door. Doors shall be a two-section outward opening, equipped with 2" elastometric material on each section that overlaps a minimum of 1.5" to form a tight seal. The entrance door for low floor designed buses shall be a minimum of forty-two inches wide with a thirty-six (36) inches wide clear opening with no obstructions for the ramp and wheelchair passengers. Clear entry door dimensions shall be 36" wide by 75" high. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors or removable panel. Entry door shall not be operable unless the vehicle is in park.
- 6.2 **ENTRY STEPS:** Steps shall not be allowed on low floor buses. Height from ground to passenger entry shall be a maximum of 11" when kneeled. Bus must be capable of kneeling a minimum of 4 inches.
- 6.21 **DRIVERS RUNNING BOARD/ASSIST:** The driver's door entry area shall be equipped with a running board. Running board shall be a minimum of 6.5" at front, maximum of 12" at rear. This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated aluminum, or equal.
- 6.3 **MODESTY PANELS, STANCHION AND HANDRAILS:** An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted ramp is required when a front ramp is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting

points. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.

- 6.4 **INTERIOR PANELING:** All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.
- 6.5 **WINDOWS:** All windows, except the windshield, rear and doors, shall be egress transit type or a top T-slide panel type, a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.
- a) Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with the FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Driver's door and entry door shall not be considered as an emergency exit.
- 6.6 **INSULATION:** Foam sprayed insulation, or equal, equivalent to 1.5" thickness shall be installed in the roof, rear wall, rear caps, sidewalls and extended door sections including ramp doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches thickness). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.
- 6.7 **PAINT AND TRIM:** Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality

acrylic white enamel that matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost.

- 6.8 **FRONT CAP:** The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.
- 6.9 **UNDERCOATING:** The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim coating for bus applications. All openings in the floorboards and firewall shall be sealed.
- 6.91 **WHEEL HOUSING:** The wheel housing shall be constructed of a minimum 16 gauge galvanized steel, or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.
- 6.95 **AIR CONDITIONING:** All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; Class F and Class F and G Gasoline and Diesel vehicles require auxiliary systems capable of producing a minimum 60,000 BTU equal to or better than Trans/Air TA 73 Evaporator, SMC3L Condenser, 13 CID Compressor or ACT 50 HD compressor, EZ-5 Evaporator, with 13 CID compressor and CF 32 condenser or Carrier model AC-813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM-3 Condenser. Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.
- a) All compressor installations must be completed with mounting hardware supplied by A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud. All controls for both air conditioners shall be located for ready access by the driver. Cooling shall be specified in BTU at 100° F. ambient temperature. The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser. Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically attached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use refrigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type F, Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per

manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No "tie-in systems will be allowed."

- a) Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.
- b) Class G Hybrid shall have TM16 compressor, EM-1 evaporator and KR-3 roof mounted condenser. Drive system shall be AC24LS motor using a Dmo C445 motor controller or equal.

7.0 **HEATER:** Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass ¼ turn valves and/or electronic controlled pump/valves. ¼ turn valves to be clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver's entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall be 35,000 BTU for types E and F.

- a) Comfort; Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.
- b) Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable

7.1 **MOBILITY AID RAMP:** Low floor buses shall be equipped with a power operated entrance ramp located at the ambulatory passenger door and shall be manufactured by Braun Mobility, Ricon, or equal. The ramp shall be ADA compliant and have minimum width of 34" and minimum length of 62" when deployed. Vehicle shall be capable of deploying the ramp at raised and kneeled positions. Ramp shall provide an incline ratio of no more than 6:1 when deployed from street level. Ramp operation shall be fully ADA compliant and controls shall be easily accessible from the driver's position and capable of deployment from a curb side control switch(es).

- 7.3 **RAMP ENTRY DOOR:** The ramp entrance door shall be the same as the ambulatory passenger door and shall be swing out type electrically operated and a minimum of forty-two inches wide with a thirty-six (36) inches wide clear opening with no obstructions for the passengers. Clear entry door dimensions shall be 36" wide by 75" high. The inside outward most leading edge of both entry door panels shall be equipped with grab handles to assist passenger loading.
- 7.5 **CONTROL INTERLOCK:** The controls for the ramp shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the ramp is not stowed and so the ramp cannot be deployed unless the interlocks are engaged. The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status
- 7.61 **PARK CRANK ONLY MODULE,** to prevent starting vehicle in neutral equal to Intermotive, PCOM module.
- 8.0 **MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS:** Each vehicle shall be equipped with forward facing mobility aid securement and occupant restraint system as indicated by Table 1. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement.
- a) Mobility aid securement and occupant restraint system(s), including all attachment hardware, straps and anchorages, shall meet or exceed the following requirements:
- * 30 mph/20 G Impact Test criteria per SAE J2249
 - * 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)
- b) The securement system shall be QRT MAX (8300 series knob less) retractor, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. Agency shall have a choice of post style anchors (Slide-n-Click or Solo) or flanged "L" continuous track mounted type (with end caps), capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. The Track shall be installed in a location/manner that will maximize usable area while still meeting the track manufacturers installation requirements. End caps shall be installed with bolts, with large washers under the floor at securement nuts. Each vehicle shall come with two retractable tie-down systems.
- c) A closable box shall be provided for storage of securement systems, torso pads, and accessories. Final location and type of design to be determined at

preproduction meeting. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturers installation instructions must be provided prior to award. Any deviation from track installation will require written approval from securement manufacturer that the installation will not alter required testing in Section 8.0.

8.3 OCCUPANT RESTRAINT SYSTEM: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet SAE J2249.

8.4 SECUREMENT/RESTRAINT SYSTEM ACCESSORIES

- a) A web cutter for emergency use shall be provided with each vehicle.
- b) One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid ramp.

8.5 ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the Sate Fire Marshall at time of delivery.
- b) A minimum 16-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) Section 1243 mounted per buyer's instructions
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.
- d) MIRRORS: A fully adjustable convex type 6"X 9" passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors, split view model, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the fender. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed.

- e) Sufficient interior lighting (a minimum of six LED or incandescent type) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled
- f) Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be welded with a continuous seam. Aluminized steel exhaust tubing shall be used for exhaust modifications.
- g) TWO-WAY RADIO ANTENNA PREP: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind drivers seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. See attached picture for currently accepted design, by Viking Marine.
- h) Manual: A complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securement, and all options.
- i) Brake Max, or DuraTrans Programmable Overdrive Controller (Ref. Intermotive) or approved equal to allow for programming of shift patterns for overdrive/tow-haul feature. Brake Max for Tow/Haul equipped vehicles, DuraTrans for Non tow/Haul equipped vehicles.
- j) One blood borne pathogen protection kit incorporating a body fluid cleanup kit.
- k) Chrome retractable coat hook in as accessible location to the driver seat location.

8.6 PAINING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

8.7 PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy must be available for review and acceptance prior to preproduction meeting.

- a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
- b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for **each** vehicle ordered.

- c) All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid ramp, air-conditioning system, tie downs, seating, heater, etc.
- d) The Contractor shall have available complete bus maintenance manuals to include the engine, transmission and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.
- e) **Low Floor Vehicle Training:** In cooperation with CalACT, a comprehensive training course shall be provided to purchasing agencies. The course shall provide information to maintenance staff on service requirements and troubleshooting techniques and include an orientation session for Drivers and/or trainers describing ramp use and operating procedures for the low floor vehicles. Training to be provided at a location convenient to purchasing agency's staff.

9.0 Base Price (Pre-tax as specified in this submission). Mark "No-Bid" if your firm is not proposing for a particular vehicle class

9.1 Class F _____

9.2 Class G _____

NOTE-PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION, MBTA WILL REQUEST THIS INFORMATION AND PROVIDE FURTHER INSTRUCTIONS WHEN APPROPRIATE

10.0 OPTIONS

Provide pricing for each of the following options:

- a) Folding Seat equal to Freedman Notch Back with top grab handle, armrest, color, fabric and foam to match standard seat specification.* _____
- b) 34"-36" equal to Freedman's Feather Weight Mid-Hi Flip Seat.* _____
- c) 17"-18" equal to Freedman's Feather Weight Mid-Hi Flip Seat.* _____
- d) Child Restraint Seat
Integrated Child Restraint seat, Freedman I.C.S. (or approved equal) for transportation of children up to 60 lbs. Seat must be rigid high back with integrated child harness built into the seat frame. Seat must be seat belt ready and be able to properly secure an infant carrier seat for a child under one year and less than 20 lbs. Seat must meet FMVSS Standard 213 * _____
- e) Roof Vents: Equal to Transpec six way adjustable _____
- f) Additional Mobility aid position(s) with tie downs (to match std) _____
- g) Energy absorbing HELP Front bumper. (N/A on GM) _____
- h) Credit for each seat left out of standard vehicle. _____
- i) Locking rear door with alarm and window in place of rear window. _____
- j) Removable fuel pump access plate in floor. _____

- k) Locking fuel door. * _____
- l) Armored marker lights, and side turn signal. _____
- m) Recaro SHS Driver Seat. * _____
USSC 9500 Driver Seat _____
- n) A drive line brake retarder of ample size for the chassis shall be installed as recommended by the retarder manufacturer for the vehicle ordered integrated with OEM foot control. (Not to be offered with GM) _____
- o) Largest available OEM diesel. _____
Hybrid if applicable _____
CNG if applicable _____
- p) 75,000 BTU minimum auxiliary A/C system equal to Trans/Air model 774 Super (TA 77 Evaporator and SC4 Condenser) or ATC Model 93-21HD (EZ 9 Evaporator and CS 32 Condenser) with 13 CID compressor.*
(Lowest priced of systems offered is to be evaluated)
List additional A/C systems offered (Manufacturer/size and price):

- q) Amerex fire suppression system meeting requirements of 4.25 _____
- r) Transign Electric Roller Curtain Sign. (installed with roller curtain)* _____
- s) Apollo 250GB DVR System with GPS (4 Camera)* _____
- t) Twin Vision Front and Side LED Destination Signs. _____
- u) Passenger Stop Request system with Stop requested Sign _____
- v) Pentex 200 amp alternator _____
- w) Road Speed Limiter: Ref Brand: InterMotive Speed Sentinel II. _____
- x) Transmission driven air compressor (for suspension) _____

- y) Engine driven air compressor (for suspension if not std) _____
- z) Sportworks bike rack* _____
- aa) Automatic stop start system: Ref Brand: Intermotive Eco-Star _____
- bb) Quality AM/FM CD radio w/ mp3, installed antenna and 4 speakers _____
- cc) Kidde AFSS and methane detection per section 4.25.* (CNG only) _____
- dd) Cruise control _____

***This option price to be evaluated.**

**NOTE-OPTION PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION,
MBTA WILL REQUEST INFORMATION WHEN APPROPRIATE**

11.0 Antenna Access Plate



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**Attachment B
CalACT/MBTA Vehicle Purchasing Cooperative**

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND STATE OF
CALIFORNIA BIDDER'S REQUIREMENTS AND CERTIFICATIONS**

November, 2009

1. CIVIL RIGHTS REQUIREMENTS

Bidder's Name

Hereby certifies that:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Successful Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Successful Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Successful Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable

Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Successful Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Successful Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Successful Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.
- (3) The Successful Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I am authorized to make this verification on behalf of the supplier. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as those matters I believe them to be true. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____, California
Date City

Signature _____

Printed/Typed _____

Title _____

**2. CERTIFICATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT OF 1990**

The Bidder hereby certifies that it shall comply with all requirements contained in 49 CFR 37, Transportation Services for Individuals with Disabilities (ADA) as it relates to bus design or special equipment as provided in the Vehicle Specifications and Bid Requirements for Accessible Paratransit Vehicles.

Name and Title of Authorized Representative

Signature

Date

3. BIDDER'S CERTIFICATION OF "BUY AMERICA" COMPLIANCE

The Successful Bidder agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a wavier has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

The bidder must attach documentation that supports the information provided below.

<u>COMPONENT</u>	<u>COMPONENT MANUFACTURER</u>	<u>COUNTRY OF ORIGIN</u>	<u>PERCENTAGE OF VEHICLE COST</u>
Engine	_____	_____	_____
Transmission	_____	_____	_____
Front Axle Assemblies	_____	_____	_____
Rear Axle Assemblies	_____	_____	_____
Drive Shaft Assemblies	_____	_____	_____
Front Suspension	_____	_____	_____
Rear Suspension	_____	_____	_____
Air Compressor and Pneumatic Systems	_____	_____	_____
Alternator and Electronic Systems	_____	_____	_____
Steering System	_____	_____	_____
Air Conditioning Evaporator Condenser Assemblies	_____	_____	_____
Heating Systems	_____	_____	_____
Passenger Seats	_____	_____	_____
Driver's Seat Assemblies	_____	_____	_____
Window Assemblies	_____	_____	_____
Entrance and Exit Door	_____	_____	_____

Door Control Assemblies	_____	_____	_____
Interior Lighting	_____	_____	_____
Front and Rear End Caps	_____	_____	_____
Front and Rear Bumper	_____	_____	_____
Aluminum Extrusions	_____	_____	_____

<u>COMPONENT</u>	<u>COMPONENT MANUFACTURER</u>	<u>COUNTRY OF ORIGIN</u>	<u>PERCENTAGE OF VEHICLE COST</u>
------------------	-----------------------------------	----------------------------------	---

Steel or Fiberglass	_____	_____	_____
Exterior Panels	_____	_____	_____
Interior Trim	_____	_____	_____
Flooring	_____	_____	_____

4. BUY AMERICA COMPLIANCE

The following is the actual location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly:

FINAL ASSEMBLY COST \$_____

5. BUY AMERICA COMPLIANCE

Certification requirement for procurement of buses, other rolling stock and associated equipment.

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

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company _____ Name

Title _____

6. BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PLAN

The bidder certifies that it has complied with 49 CFR 26.49, which requires each transit vehicle manufacturer to establish and submit for the Federal Transit Administration approval of annual overall percentage goal for the participation of disadvantaged business enterprise. Transit vehicle manufacturers must set their goals based on the principles in 49 CFR 26.45.

The _____ hereby certifies that it has on file with the Federal Transit Administration, a Disadvantaged Business Enterprise Plan.

BY: _____

TITLE: _____

MANUFACTURER: _____

DATE: _____

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Successful Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Successful Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

8. BIDDERS' CERTIFICATION OF ENERGY CONSERVATION, AIR QUALITY, AND CLEAN WATER COMPLIANCE

Company/Organization Name:

The third party contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named contractor will:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251 et seq.
3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Report any violation of these requirements by a sub-recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Company: _____

Official's Name: _____

Title: _____

Date: _____

9. CARGO PREFERENCE

The Successful Bidder agrees:

- a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Successful Bidder in the case of a subcontractor's bill-of-lading.); and
- c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

32. FEDERAL CHANGES

The Successful Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (From FTA Master Agreement (12) dated October 1, 2005) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Successful Bidder's failure to comply shall constitute a material breach of this contract.

10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Successful Bidder shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause FTA Grantee to be in violation of the FTA terms and conditions.

11. FLY AMERICA REQUIREMENTS

The Successful Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Successful Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Successful Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
_____, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions
as amended by "Government wide Guidance for New Restrictions on Lobbying,"61 CFR 1413).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, Contracts under grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

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

Executed this _____ day of _____, of 20____.

BY: _____
(Signature of Authorized Official)

(Title of Authorized Official)

13. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

**49 U.S.C. 5323
49 CFR Part 663**

Pre-Award and Post-Delivery Audit Requirements - The Bidder agrees to comply with 49 U.S.C. Section 5323(L) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Respondent certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Bidder shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Bidder shall submit 1) manufacturer's FMVSS self-certification sticker information per vehicle that the vehicle/s comply/ies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

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

Certificate of Compliance

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

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

Date

Signature

Company

Name

Title

STATE OF CALIFORNIA

14. DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (NEW 11-90)

COMPANY/ORGANIZATION NAME:

The Bidder named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Bidder or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition.
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs,
 - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - i. Abide by the terms of the company's policy statement, and
 - ii. Notify the employer (Bidder) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (ii) from an employee or otherwise receiving actual notice of that conviction. The Bidder, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:

- (a) Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The Bidder agrees to maintain a list identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Date

Signature

Company

Name

Title

15. TERMINATION

49 U.S.C.Part 18 FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The MBTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Cooperative's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the MBTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the Cooperative, the Contractor will account for the same, and dispose of it in the manner as the MBTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver the vehicle(s) in accordance with the contract delivery schedule, or, if the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the contract, the MBTA may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this Contract.

If it is later determined by the MBTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or other events which are not the fault of, or are beyond the control of, the Contractor, the Cooperative, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

c. Opportunity to Cure (General Provision) The MBTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure or correct the defect. In such case, the Notice of Termination will state the time period in which cure or correction is permitted and other appropriate conditions

If Contractor fails to remedy to the MBTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) business days after receipt by Contractor of written notice from the County setting forth the nature of said breach or default, the MBTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the MBTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the County elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Contract, such waiver by the MBTA shall not limit the MBTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to procuring agency, the Federal Government, and/or the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that

the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the Bidder certifies as follows: (1) The lower tier participant certifies, by submission of this proposal, that neither it, nor its principals as defined at 49 CFR Part 29.995 or affiliates, as defined by 49CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction as defined by 49 CFR 29.904, or by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

17. PRIVACY ACT

5 U.S.C. 552

Flow Down

The Federal Privacy Act requirements flow down to each third party Contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. Section 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1E

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of the County of Los Angeles. This decision shall be final and conclusive unless within ten (10) business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations (CFR), Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate Contract goal of DBE participation has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the Termination of this Contract, or such other remedy, as the County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this Contract is conditioned on submission of the following prior to award. :

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Bidder's commitment; and
6. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
 - a. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- b. The Contractor must promptly notify MBTA, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Flow Down

These requirements flow down to the Contractor and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Bidder, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. BUS TESTING COMPLIANCE

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

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

NOTE:

Following notification of the bid award, the successful bidder will be required to submit a copy of the bus testing report or provide a date, prior to the final acceptance of the first unit, on which the test report will be provided. (Bidder to initial in the space provided.)

22. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle to be manufactured in response to this bid complies with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR, Part 665. The undersigned further certifies that a copy of the bus testing report will be provided to the bidder prior to the delivery of the first unit, excepted in the case of a vehicle placed in mass transportation service prior to October 1, 1988 that is being produced with no major changes in configuration or components.

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

23. FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION

I, _____, certify on behalf of

_____ that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date

Signature

Company

Name

Title

24. ACCESS TO RECORDS AND REPORTS

1. Where the Purchaser is a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator, or his authorized representatives, including any PMO Bidder access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Bidder, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital, or other non-profit organization, and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 CFR 19.48, Bidder agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives with access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) 1) through other than competitive bidding, the Bidder shall make available records related to the contract to the Purchaser, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Bidder agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of

termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Bidder agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. The FTA does not require the inclusion of these requirement in subcontracts.

25.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) **Overtime requirements** - No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The County shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- (5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

26. BIDDERS REQUIRED SUBMITTALS AND ASSURANCES

I, _____, of _____ certify that I have read and will comply with all bid materials and requirements including the terms and conditions of the Federal requirements and contract clauses as they apply listed herein and in Appendix A.1 of the FTA Best Practices Procurement Manual. Federal requirements will apply to the contract and if those requirements change then the changed requirements will apply. The contractor agrees to all provisions stated in this Invitation for Proposals and shall be considered to be included in the contract between the Purchaser(s) and the successful proposer.

I, _____, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of California, under license # _____ and th

Date: _____

Signature: _____

Company Name: _____

Title: _____

27. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

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

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

28. CalACT/MBTA RECYCLED PRODUCTS STATEMENT

CalACT/MBTA Cooperative RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

29. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the **CONTRACTOR** must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.

30. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECT'S," 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

31. Registration Requirements. The **CONTRACTOR** and all subcontractors must obtain a Dun and Bradstreet Data Universal Number (DUNS), (<http://www.dnb.com>), or update the existing DUNS record, and register with the Central Contractor Registration (CCR) (<http://www.ccr.gov>). The **CONTRACTOR** shall ensure that all third party contractors and subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR).

32. Audit and Records—Negotiation.

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General.—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

33. Whistleblower Protections under the American Recovery and Reinvestment Act of 2009.

(Mar 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

34. American Recovery and Reinvestment Act—Reporting Requirements.

(MAR 2009)

(a) *Definitions.* As used in this clause—

“Contract”, as defined in FAR [2.101](#), means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by [31 U.S.C. 6301](#), *et seq.* For discussion of various types of contracts, see FAR [Part 16](#).

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one

part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR [2.101](#)). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 1
To Bid Requirements (Boilerplate)
Vehicle RFP #09-02
Date Issued: 120409

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum. This addendum revises and reissues the *Bid Requirements/Terms and Conditions* portion of your bid package.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed in this addendum are to be considered denied.

MBTA revises and reissues RFP #09-02 as follows:

1. MBTA amends *Terms and Conditions* Section 6.0, (30), page 11 as follows: A procurement fee of 1.5% of total pre-tax price per vehicle *up to \$15,000 per purchase order* shall be collected by the vendor(s) and remitted to the Cooperative each month based on activity on this contract, fee is due within forty five (45) days of acceptance by the purchasing agencies. Offeror will include the cost of the procurement fee in the proposed price of the vehicle.
2. MBTA amends *Terms and Conditions* Section 7.0, (8), page 15 to add: At its sole discretion, the MBTA may elect to have the General Manager act on behalf of the Board of Directors to receive protests. The MBTA Board of Directors via Resolution #09-04 authorizes the General Manager to issue solicitations, award, modify and cancel contracts *and* hear protests on behalf of the MBTA.
3. MBTA amends *Terms and Conditions* Section 6.0, (22), page 10 to delete line stating the chassis may not be modified to alter the wheelbase.
4. MBTA corrects numbering irregularities in Section 5.0
5. Section 4.0, page 5. MBTA provides for attachment A-2, low floor cutaways. Submission of proposal for attachment A-2 is due to be received by MBTA at the office of the General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, Ca 92252 up to and no later than **2:00 pm on January 12, 2010**. All other terms and conditions in RFP 09-02 apply.
6. Section 3.0 (1), page 4. MBTA directs proposers to submit financial statements separately and confidentially to MBTA only. These documents are not to be released to CalACT or any other parties. Please mark each page as confidential.
7. Proposers are directed to correspond separately to the Cooperative requesting that any commercial information regarding purchasing activity on this contract be withheld from any requesting parties.

8. Section 3.0 (1), page 4 is amended as follows: Demonstration of sufficient financial strength and resources to perform the work contracted for by providing financial statements supported by correspondence by an outside professional certified public accountant. MBTA will determine the acceptability and sufficiency of the documents submitted at its sole and absolute discretion.
9. MBTA adds to 7.0 (4), page 13 that training be provided upon request.
10. MBTA revises 7.0 (7), page 14 as follows: Within five (5) days after delivery, the Cooperative's purchasers must inspect the vehicle to determine if it is in an acceptable operating condition. The purchaser shall notify the vendor, in writing, within five (5) days after delivery if the vehicle has or has not been "accepted". Failure of the purchaser to furnish to the vendor a written statement of acceptance or non-acceptance postmarked within five (5) days after delivery shall be deemed to constitute acceptance of the vehicle. A letter of conditional acceptance or a letter of non-acceptance must furnish details of the deficiencies. Dealer is not to deliver more than three (3) vehicles per day unless this requirement is waived in writing by the purchasing agency.
11. MBTA revises 6.0 (1) (a), page 5 as follows: The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 36,000 miles. When the body manufacturer has modified or caused the chassis wheelbase to be modified the body manufacturer shall warrant that modification for a minimum of 36 months or 100,000 miles whichever comes first. The body manufacturer shall warrant this modification whether performed by the manufacturer or an outside contractor or vendor. The warranty shall cover failure or degradation in performance of items modified or failures as a result of modification to the wheelbase including but not limited to frame members (including cross-members, gussets, brackets, etc.), drive lines, brake lines, fuel lines and electrical harnesses.
12. Clarification to 5.0 (a), 5 &6: The manufacturer or dealer/representative is responsible for any failures as a direct result of altering the OEM Chassis. Dealer/representative shall be the point of contact/coordinator for resolving warranty issues for OEM chassis and the installed accessory manufacturers.
13. MBTA revises 6.0 (2), page 6 adding : Warranty shall not apply to normal wear items such as brake pads, belts, bulbs or lubricants.
14. Section 7.0 (2), page 12: MBTA revises and allows 270 days for delivery of alternative fueled vehicles.

MORONGO BASIN TRANSIT AUTHORITY

ADDENDUM NO. 2

**To Vehicle Specifications
Vehicle RFP #09-02
Date Issued: 120409**

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed in this addendum are to be considered denied.

MBTA revises and reissues Vehicle Specifications document as follows:

1. MBTA revises to Section 7.3 (a), page 20 allowance for stainless steel strap style hinge.
2. MBTA revises and amends Section 8.4 (c) as follows: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver's area with a hinged lockable door or with a thumb latch at buyers option. The container must be sealed and not have any exposed wires, protrusions or sharp edges. If there is a destination sign installed access to the area as noted is required. Cooperative must approve final design.
3. MBTA amends Section 2.2, page 5 requesting electronic and hard copy version of Altoona test report be provided.
4. MBTA amends Section 2.2, page 5 adding: Offerors may not offer buses using the FTA's demonstrator/prototype model test exemption for five (5) or less vehicles for sale under this contract.
5. Revision Section 9.0, page 25 (vehicle specs). Line added to identify make and model proposed.
6. Section 2.2, page 5: MBTA allows Class A vehicles to be Altoona tested for 4-years, 100,000 miles.
7. Section 4.9, page 8: Class A vehicles are not included in the requirement referencing tire carrier.
8. Revision to Section 5.91, page 15: Other available adhesives approved in writing by Altro for this application may be proposed.
9. Clarification Section 6.2, (a), page 15: 12" measurement is from top of step.
10. Section 6.6, page 17: MBTA accepts as approved equal "Expanded polystyrene insulation 1" thick in sidewall, 1.5" thick in ceiling.

11. Section 6.9, page 17 is revised: The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim undercoating for bus applications.
12. Section 6.95 MBTA accepts as equal for Class A vehicle: Trans/Air TA712 Super with 10 CID compressor, TA71 Evaporator and SMC2L condenser.
13. Section 7.3, page 20 MBTA accepts as equal: steel tube for the bus body frame that accepts the drop inwheel chair door assembly. The door assembly is constructed of corrosion resistant aluminum extrusion frame that is welded together at all corners. It has stainless steel continuous hinges riveted to both sides that hold the door leaf panels. The frame and hinges are powder coat painted white. The door leaf panels are constructed of an aluminum tubular steel perimeter frame, aluminum exterior and plastic exterior panels all trimmed with aluminum C channel.
14. Section 8.5,(f), page 22, MBTA accepts as modification to exhaust installation specified on Type A vehicles, routing exhaust pipe straight out the rear on Ford Type A buses due to the added cross member supplied by Ford on the 2010 E-350 chassis.
15. MBTA clarifies Section 10.0 (u), page 26 and requests REI Buswatch model 70134, no spare hard drive 4 camera installed DVR system.
16. MBTA adds to Section 10.0 (v), page 26 to request touch tape at wheelchair lift.
17. MBTA clarifies Section 10.0 (aa), page 26: Bike rack to propose is to be painted black, propose least expensive Sportworks 2-bicycle capacity rack available.
18. Revision MBTA adds detail to options request in Section 10.0 (ff), page 26: Apollo MR-4, installed with 4 cameras. No spare hard drive.
19. MBTA clarifies Section 1.0, page 4: ISO 9001 certification is a requirement that MBTA will not delete. Proposer may provide documentation to the Cooperative prior to delivery of the first vehicle sold under this contract. Failure to do so will result in nullification of award.
20. MBTA accepts as equal for hybrid buses only: Sadem DM-8 compressor.
21. Section 7.3, (a), page 20: MBTA accepts as equal 1" aluminum tube in lieu of steel tube.
22. Attachment A-1, section 6.6, page 12: MBTA accepts as equal ABS plastic flares in lieu of stainless steel.
23. Attachment A-1, section 7.1, (b) page 14: MBTA accepts substitution of one piece seat and base.
24. Attachment A-1, section 7.1, (g) page 15: MBTA accepts as equal, OEM rear seat level with retractable foot rests in lieu of 20" cushion height.
25. Attachment A-2, Section 5.26 page 10 (low floor buses): MBTA will allow substitution of #2 gauge grounds. Allows for deletion of third ground on low floor vehicles proposed that don't require a separate hydraulic pump.
26. Attachment A-2, Section 6.1 page 15 (low floor buses): MBTA allows service access via a removable panel.
27. Attachment A-2, Section 6.1 page 15 (low floor buses) MBTA revises specification as follows: Running board shall be a minimum of 6.5" at front and maximum of 12" at rear.

**MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 3
To Bid Requirements (Boilerplate)
Vehicle RFP #09-02
Date Issued: 121009**

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum. This addendum revises and reissues the *Bid Requirements/Terms and Conditions* portion of your bid package.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed in this addendum are to be considered denied.

MBTA revises and reissues RFP #09-02 as follows:

1. MBTA amends and clarifies *Terms and Conditions* Section 6.0, (30), page 11 as follows: A procurement fee of 1.5% of total pre-tax price per vehicle *up to \$15,000 per purchase order* shall be collected by the vendor(s) and remitted to the Cooperative each month based on activity on this contract, fee is due within forty five (45) days of acceptance by the purchasing agencies. Offeror will **not** include the cost of the procurement fee in the proposed price of the vehicle. The vendor will reflect the procurement charge on each invoice to the purchaser as a separate line item.

MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 4
Request for Price Information and Additions to Contract
Vehicle RFP #09-02 Date Issued: 010410

The following instructions and clarifications and additions form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated.

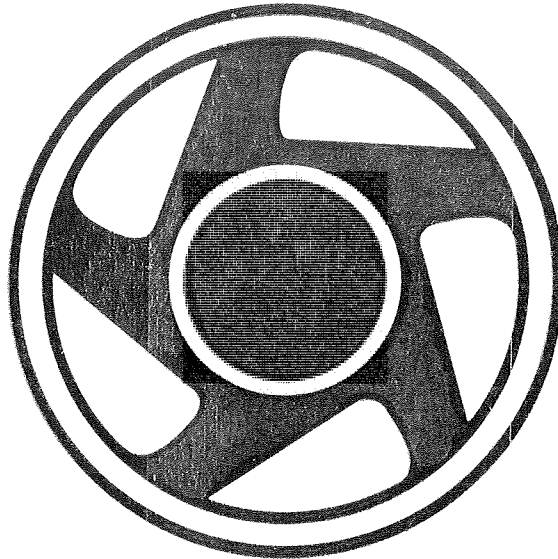
MBTA issues further instruction regarding RFP #09-02 as follows:

1. MBTA has evaluated and accepted proposals submitted and requests price information from A-Z Bus Sales, Buswest and Creative Bus Sales. Proposers are to submit pricing in two (2) separate sealed envelopes per manufacturer represented. Envelopes are to be marked to the attention of the MBTA General Manager and MBTA General Counsel and are to indicate the manufacturer and vehicle classes proposed on the outside of the envelope. The contents of each envelope are to be identical. Proposers are to print and fill out blank lines for base pricing and options on pages 24 through 26 of Attachment A (Cutaway Vehicle Specifications) and page 27 of Attachment A-1 (low floor minivan) if applicable. Please sign and date your submission at the bottom of page 26 of Attachment A and page 27 of Attachment A-1.
2. Price information is to be submitted in person at 1100 am on Tuesday, January 12, 2010 at the offices of MBTA's counsel Rutan and Tucker LLP, 611 Anton Boulevard, Costa Mesa, California. The bid opening will not be public. Pricing submitted will be disclosed only after all bids have been accepted or rejected from the Purchasing Schedule.
3. Low floor cutaway proposals may be accepted at time, date and location specified above or the proposer may submit proposals at the time and location originally specified in the solicitation (MBTA offices at 200 pm, January 12, 2010 at 62405 Verbena Road, Joshua Tree, California). Proposers for this class are asked to provide one (1) original and one (1) hard copy. Seat testing and Altoona test documents may be provided on a CD.
4. Outside the State of California, public entities that are authorized to perform public transit operations may utilize the award of this contract in the fashion local regulations allow provided the use falls within the scope and the award of this contract. Such users may make use of the support and benefit of this contract. All of the RFP's terms and conditions apply. This contract does not modify or supplant the territories assigned by vehicle manufacturers. To utilize this contract, the dealer must agree to comparable terms and conditions and agree to support the upkeep of the contract through the submittal of required reports and applicable contract administration fee .payments. A dealer that fails to meet the provided prices, provide comparable service, and agree to these terms will not be authorized to access the contract. Out of state procurements using this contract as authorization must be assigned in writing by CalACT and the successful bidder awarded to and be reported to the CalACT-MBTA Cooperative Administrator to track activity against the scope of the procurement.
5. No exceptions to the solicitation requirements are granted by the MBTA. Specifically, vehicles to be included in the purchasing schedule must conform to the wheelbase requirements stated for each vehicle class in Section 3.0 of Attachment A. A three step entry is not permitted in a Class A bus. Proposers offering non-compliant front w/c lift vehicles will only be authorized to sell rear lift equipped vehicles in a particular class.

EXHIBIT - B
Eldorado National - Low Floor Minivan
Technical Submittal

CalACT/MBTA
Cooperative Purchasing Schedule

RFP #09-02
Attn: Mr. Joe Meer, General Manager
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

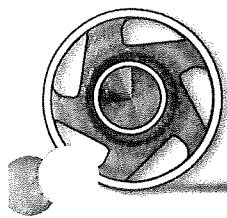


Sales Copy

Due: 12/18/09 Time: 2:00 pm

Creative Bus Sales, Inc.
13501 Benson Ave. Chino, CA 91710
(909) 465-5528

1	Letter of Submittal
2	Creative Bus Sales - Facility Information
3	Manufacturing Facility Information
4	ISO 9001:2000 Certification
5	Reference Experience / Evidence of Satisfactory Performance
6	Parts and Service Information
7	Warranty Information / Policies and Procedures
8	Authorized Dealer and DMV Information
9	Cooperative Purchasing Schedule - Addendums
10	Cooperative Purchasing Schedule - Bid Requirements
11	Cooperative Purchasing Schedule - Attachment A1
12	Cooperative Purchasing Schedule - Attachment B
13	Proposed Vehicle Narrative
14	Vehicle Specifications
15	Floorplans / Payload / Weight Certifications
16	Noise Certification
17	CARB Certification
18	Production Plan Letter
19	Ramp Construction
20	Wheelchair Securement System
21	Wheelchair Securement Track Installation
22	Pre-Delivery Inspection
23	Vehicle Brochures
24	Dodge Chassis Information
25	OEM Drive Axle Alignment Description
26	Service Manual / Operators Manual
27	Seat Test Documentation
28	Crash Testing
29	Altoona Testing
30	Financial Information - Dealer / Manufacture



Creative Bus Sales

December 17th, 2009

Morongo Basin Transit Authority
Office of the General Manager
62405 Verbena Road
Joshua Tree, CA 92252

Attention: Mr. Joe Meer,

RE: Letter of Transmittal – RFP #09-02
Low Floor Minivan

Dear Mr. Meer,

- Enclosed is Creative Bus Sales, Inc.'s proposal in response to RFP #09-02. Creative Bus Sales Corporate facility is located at:

Creative Bus Sales 13501 Benson Ave. Chino, CA 91710
(909) 465-5528 – Phone (909) 465-5529 – Fax

- Creative Bus Sales shall be the prime contractor; we offer EIDorado National low-floor minivans for your consideration. EIDorado National of Salina Kansas is the manufacturer of the van.
- Creative Bus Sales is in receipt of Addendums 1 thru 3 for RFP #09-02 and enclosed these Addendums to further acknowledge our receipt.

Verification of Experience

- **EIDorado National**, a U.S. owned and operated company with over 450,000 square feet of manufacturing space, is a subsidiary of Thor Industries, Inc., a New York Stock Exchange listed company. Thor is the largest manufacturer of recreational vehicles and a leading builder of commercial buses. Thor has achieved an outstanding performance in it's 25-year history. It is the only company in it's two industries that has been profitable every year since it's inception and has substantial cash and no debt. Annual sales are over \$2.5 billion. EIDorado National is the nation's largest commercial bus manufacturer and the second largest low-floor minivan manufacturer.
- EIDorado National has held California State contracts since the mid 90's involving thousands of low floor minivans. EIDorado also produces minivans for contracts throughout the United States.

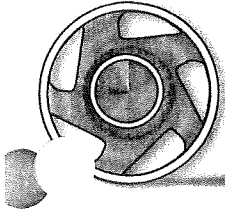
- **Creative Bus Sales**, Since its founding in 1980, Creative Bus Sales has always been a family owned and operated business. With over 25 years in the bus industry, Creative Bus Sales has more expertise about vehicle sales, service, parts, warranty and customer satisfaction than any other dealership in the nation.
- Creative is the nation's largest bus dealership and is proud to offer products from 11 of the top commercial and school bus manufacturers. With multiple locations throughout the United States, Creative is able to service customers in all locations. Since acquiring the company in 1993, current ownership has transformed Creative Bus Sales into the largest dealership in the country. From our original location in Huntington Beach, Creative has grown to occupy over 8 acres of property in the city of Chino alone.
- In 2001 Creative purchased and began operating El Dorado Bus Sales in Hayward, CA and in 2006 Creative opened its newest location in Las Vegas.
- Over the past few years Creative has experienced an unparalleled period of growth. Not only has the volume of buses sold increased, the Creative family of businesses has also grown. In 2007 Creative took its first venture into the school bus sales business by becoming the IC Bus and Trans Tech dealership for the California and Nevada territory. Creative Bus Sales became the exclusive IC Bus dealer for the state of California providing both commercial and school bus products.
- 2007 also marked the opening of Creative Bus Sales Alternative Fuels Facility or Yorba location. Yorba is a one and a half acre facility dedicated entirely to alternative fuel conversions or upfits. The Yorba shop specializes in performing one of a kind CNG and Propane conversions on Chevy and Ford chassis.
- With more than 150 employees dedicated to serving the industry's needs, look for more new and exciting ideas from Creative Bus Sales in the coming years...

Technical Narrative

Creative Bus Sales proposes the enclosed ElDorado National American Low-Floor Minivan for your consideration. We have a complete understanding of your specification requirements.

Interior layout drawings, seating and wheelchair floorplans as well as weight distribution calculations have been included for your review.

No Exceptions Or Deviations Have Been Taken To Your Specifications



Creative Bus Sales

Vehicle Classes Proposed: ElDorado National, Low-Floor Minivan

1. Type D - Low Floor Minivan

Management Plan

Project Managers

Don White and Dan Williams will serve as the proposed Project Managers for this contract. They will coordinate the various aspects of the contract between CalACT/MBTA and Creative Bus Sales. They will be responsible for acting as the liaison between CalACT/MBTA, Manufacturer and Creative Bus Sales. In this position, they will ensure that any outstanding issues were resolved to the satisfaction of CalACT/MBTA as well as participate in any meetings with CalACT/MBTA, Creative Bus Sales, and manufacturer representatives.

Engineers

The van manufacturer has a staff of engineers available for solution of engineering problems at their facility. These engineers have worked on previous State of California projects and are available Monday through Friday during business hours.

Pilot Van Inspection Meeting

A pilot Van inspection meeting with CalACT/MBTA, Creative Bus Sales, and manufacturer personnel will be held to inspect the initial production van. This analysis will detail all facets of the production and components to be used during the construction of the pilot van (also referred as the first article/pilot van).

The production order for the pilot van will be based upon the RFP specifications, plus any subsequent modifications that are approved by CalACT/MBTA. At least one of the Co-Project Manager's will attend the pilot bus inspection meeting.

Quality Control Meetings

The manufacturer will hold periodic Quality Control Meetings in conjunction with the Pre-Production Meetings. These meetings will be attended by the Project Manager and Quality Control Supervisor and will serve to update participants on the status of open/closed items and the kinds of discoveries/solutions that the Quality Control Process has brought to light.

Creative Bus Sales, Inc.

Creative Bus Sales, Inc. currently employs over one hundred fifty employees in service, sales, marketing and administration at its Chino and Hayward, California facilities. El Dorado Bus Sales of Hayward is a DBA of Creative Bus Sales. Creative's corporate headquarters is located in Chino California.

The following section presents a brief overview of the organizational structural of Creative Bus Sales, Inc.

Tony Matijevich, President

Mr. Matijevich currently serves as the President of Creative Bus Sales, Inc. Since purchasing Creative Bus Sales in 1993, Mr. Matijevich has helped make Creative the largest commercial bus dealer in the United States. Mr. Matijevich has been involved in numerous large transit contracts including sales to the Regional Transit Commission (Las Vegas), Metropolitan Transit Development Board (San Diego), Los Angeles Department of Transportation, UCLA and many others. Prior to purchasing Creative, Mr. Matijevich was the President of EIDorado National Corporation.

Stewart Pickett, Corporate Sales Manager

Mr. Pickett is responsible for all sales activities of Creative Bus Sales, Inc. Mr. Pickett has over eighteen years of experience in the commercial bus industry including positions with National Coach and Blue Bird Bus.

Terry McCrea, Chief Financial Officer

Mr. Terry McCrea currently serves as Chief Financial Officer for Creative Bus Sales. He is responsible for overseeing all financial, administrative and human resource activities of the company.

Don White, Contract and Transit Sales (Southern California)

Mr. White has been involved in transit and contracts to major transit authorities for over eighteen years including projects with Caltrans, OCTA, RTC, UCLA and many others. These projects included LPI, CNG, Diesel/Electric Hybrid and Gasoline/Electric Hybrid buses.

Dan Williams, Transit Sales (Northern California)

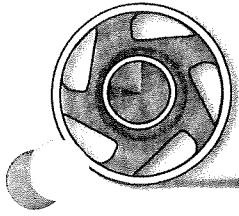
Mr. Williams has been in the transportation industry since 1981 and specifically bus sales since 1996. Previous to EIDorado Bus Sales, Mr. Williams worked for 10 years with Budget Rent-A-Car and 7 years with MV Transportation.

Jay Holzhuter, Fleet and Transit Sales (Northern California)

Mr. Holzhuter began with EIDorado Motor Corporation bus warranty division, moving into a sales position within two years. Mr. Holzhuter then began working for EIDorado Bus Sales as retail salesman moving up to GM and then President. Responsibilities for EBS parent, Creative Bus Sales include; sales and sales management to fleet and transit customers working with the State of California, DOT and General Services the past 17 years.

Steve Chung, Transit Sales (Southern California)

Mr. Chung has over 16-years of experience in commercial vehicle sales and has spent the last 24-months focusing on transit bus sales. He currently works with transit agencies, universities, and various fleet operators. His education is from UC Santa Barbara and he is also a certified Six Sigma Black Belt.



Creative Bus Sales

Bill Anderson, Service Manager

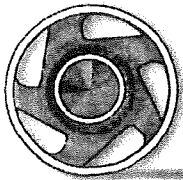
Mr. Anderson Currently serves as Creative's Service Manager. In this capacity he is responsible for supervising twenty technicians who perform vehicle repairs, upgrades, service and parts delivery. Mr. Anderson has over twenty-five years of experience in commercial vehicle maintenance.

Keith Grube, Corporate Parts Manager

Mr. Keith Grube currently serves as Corporate Parts Manager for Creative Bus Sales. He is responsible for overseeing the entire parts operation for commercial, transit and school bus sales, including the new 10,000 sq. ft. dedicated parts facility. Mr. Grube has been involved in the transportation industry for over 10 years.

TJ Matijevich, Director of Marketing & Business Development

T.J. has been with Creative for the past five years, in which time he has focused on the establishment and improvement of the marketing department. His main areas of work have been the company website, design & placement of print advertisements, and online marketing. During this time, T.J. has also established himself as a member of the sales team. T.J. graduated with a B.S. of Science from the University of Southern California in 2005.



Creative Bus Sales

Since its founding in 1980, Creative Bus Sales has always been a family owned and operated business. With over 25 years in the bus industry, Creative Bus Sales has more expertise about vehicle sales, service, parts, warranty and customer satisfaction than any other dealership in the nation. Creative is the nation's largest bus dealership and is proud to offer products from 11 of the top commercial and school bus manufacturers. With multiple locations throughout the United States, Creative is able to service customers in all locations.

Since acquiring the company in 1993, current ownership has transformed Creative Bus Sales into the largest dealership in the country. From our original location in Huntington Beach, Creative has grown to occupy over 8 acres of property in the city of Chino alone. In 2000 Creative purchased and began operating El Dorado Bus Sales in Hayward, CA and in 2006 Creative opened its newest location in Las Vegas.

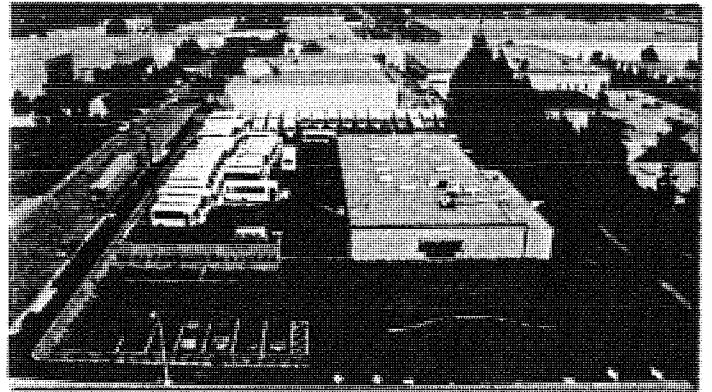
Over the past few years Creative has experienced an unparalleled period of growth. Not only has the volume of buses sold increased, the Creative family of businesses has also grown. In 2007 Creative took its first venture into the school bus sales business by becoming the IC dealership for the California territory.

2007 also marked the opening of Creative Bus Sales Alternative Fuels Facility or Yorba location. Yorba is a one and a half acre facility dedicated entirely to alternative fuel conversions or upfits. The Yorba shop specializes in performing one of a kind CNG and Propane conversions on Chevy and Ford chassis.

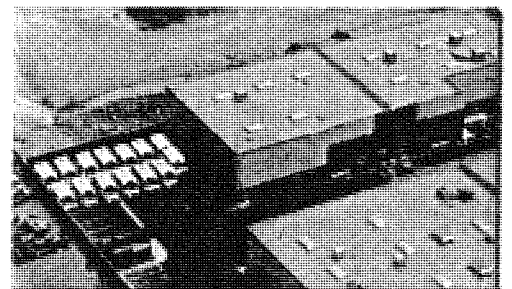
With more than 100 employees dedicated to serving the industry's needs, look for more new and exciting ideas from Creative Bus Sales in the coming years...



Chino Headquarters Locations



Hayward Location



Las Vegas Location

EIDorado National - Kansas

Thor Industries Commercial Bus Division
total amount of sq. ft. is 252,000 (5.8 acres under roof)

FACILITY FACTS

33 Acres

Built: 2001

Office Space: 11,000 sq ft

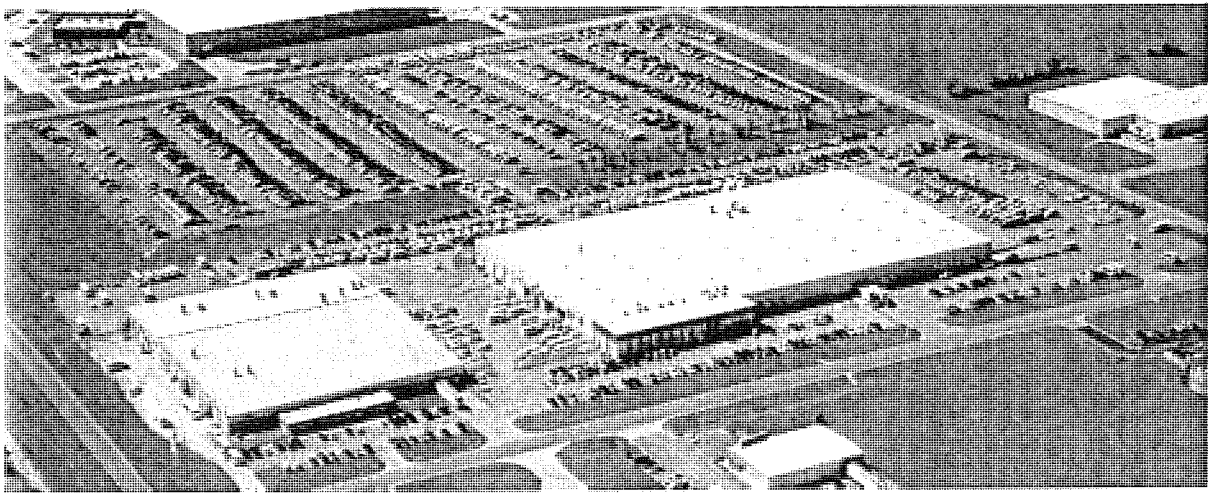
Inside Plant Space: 252,000 sq ft

Outside Plant Yard: 1,059,000 sq ft

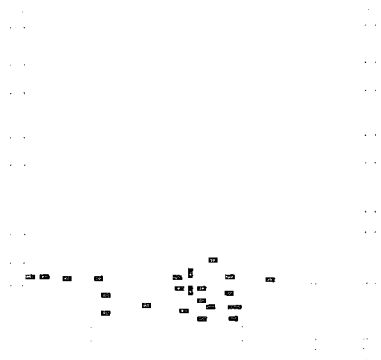
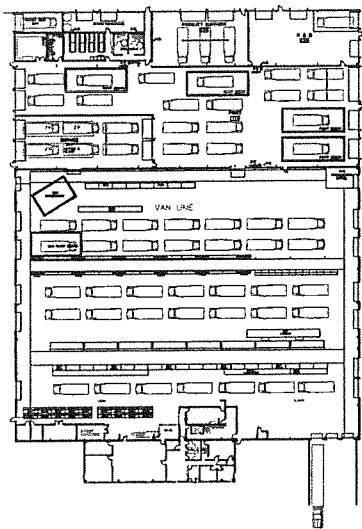
Parking Area: 60,000 sq ft

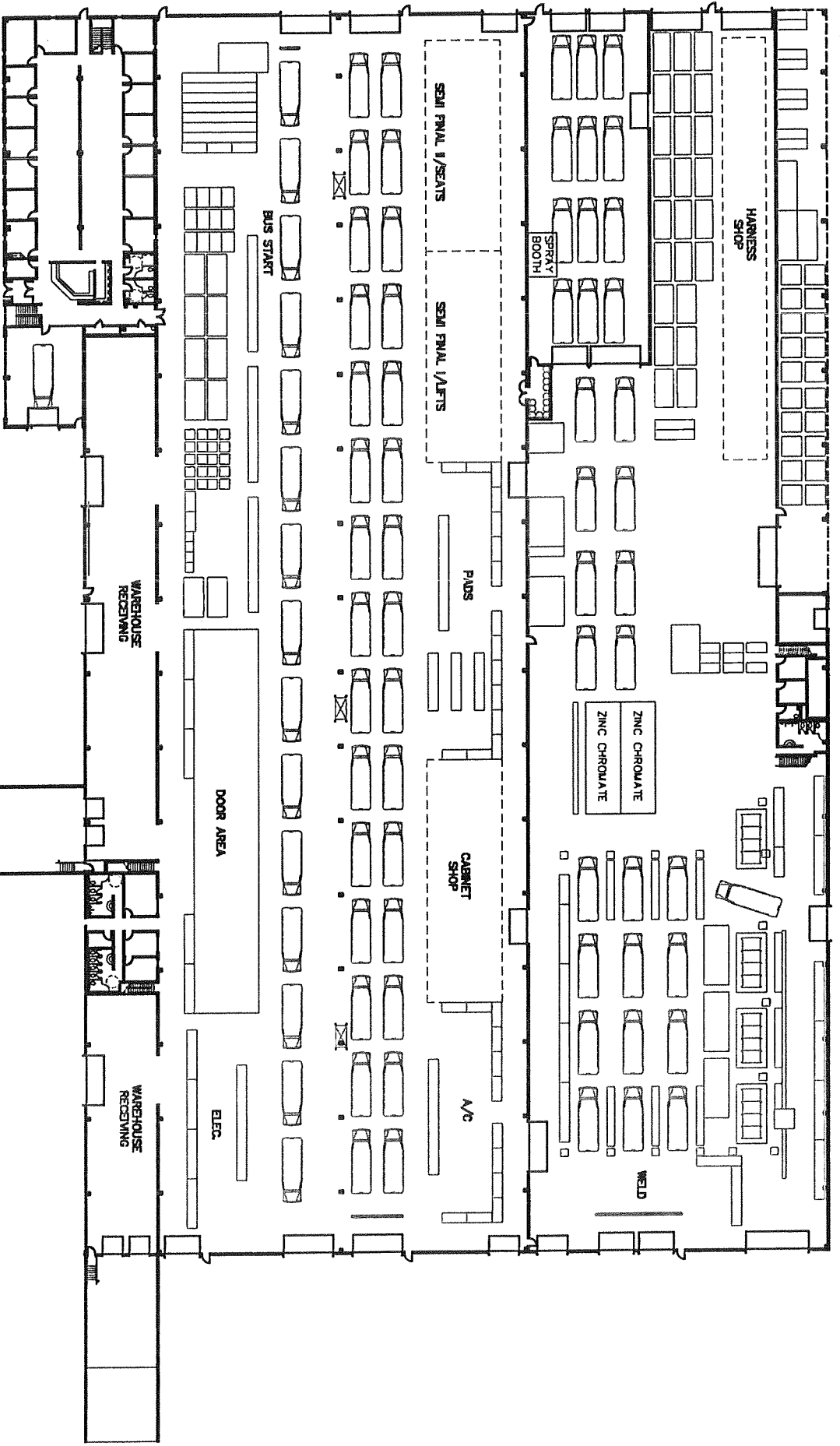


1655 Wall Street • Salina, Kansas 67401



With our modern state-of-the-art facility, we are able to provide timely delivery in addition to the exceptional quality that sets the standard in our industry!

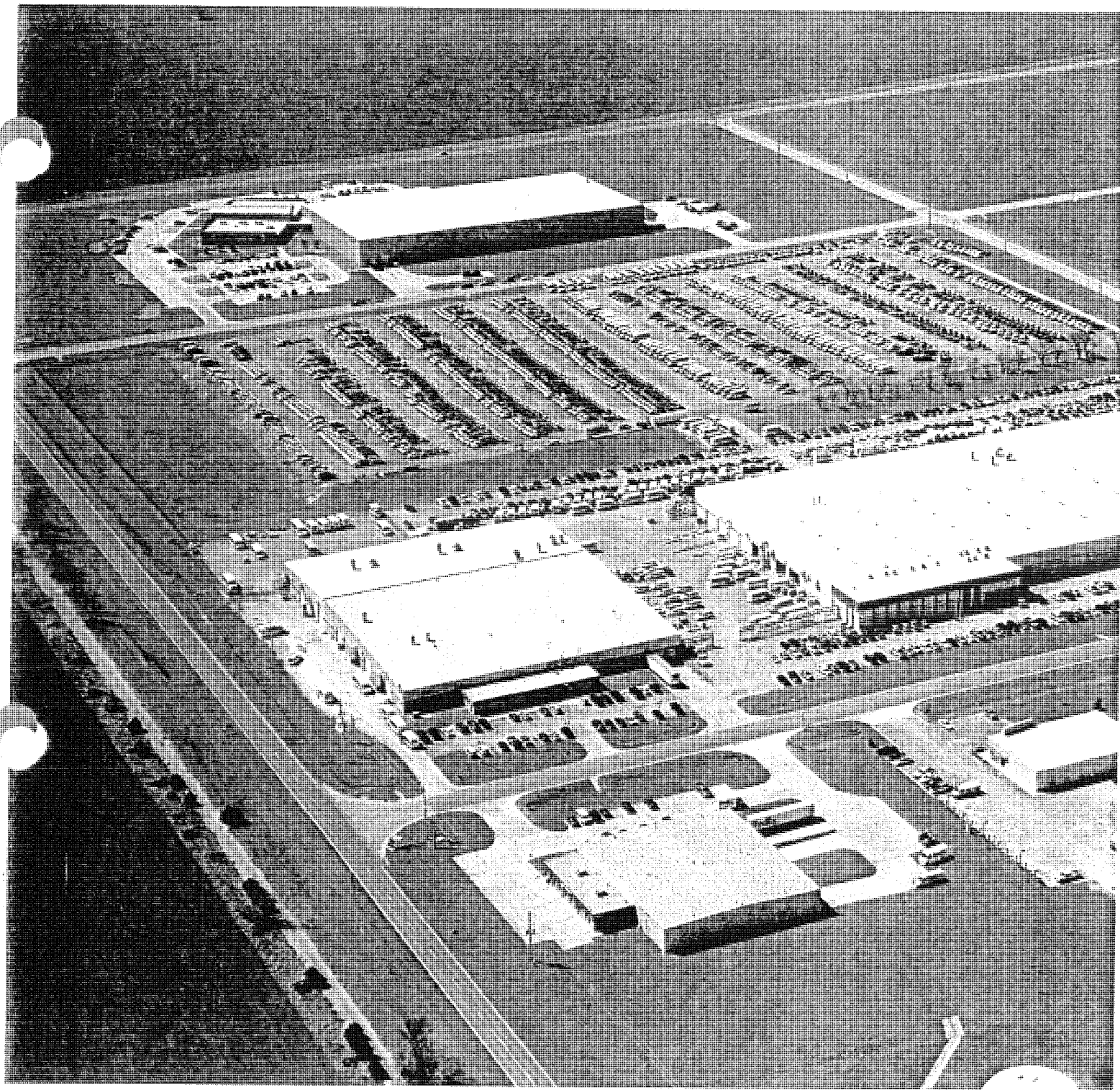


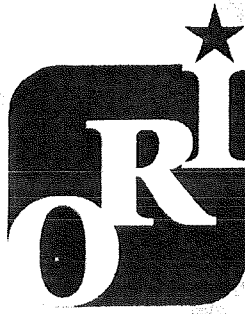


ELDORADO NATIONAL, INC.
 BUILDING B FLOOR PLAN

Scale: 1"=60'-0"
 JONES GILLAM
 Architects & Engineers
 Suite 202, 451 E. 7th St.
 Phoenix, AZ 85002
 PH (602) 257-0388







**Orion Registrar, Inc., USA
Certificate of Registration**

This is to certify the Quality Management System of:

**EIDorado National (Kansas), Inc.
1655 Wall Street
Salina, Kansas 67401
USA**

*Has been assessed by Orion Registrar and found to be in compliance with
the following Quality Standard:*

ISO 9001:2008

The Quality Management System is Applicable to:

**Design, Manufacture and Sale of Customized
Buses and Multipurpose Passenger Vehicles**

The Registration period is from October 30, 2009 to October 29, 2012.

*This registration is subject to the company maintaining its system to the
required standard, and applicable exceptions, which will be monitored by Orion.*

Client ID 00342-00001. Certificate ID A0000205-7.

ETC / NAICS / SIC Code(s): 22 / 336112 / 3713



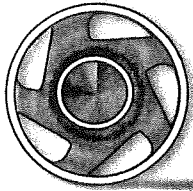
Paul M. [Signature]
President

10/23/2009
Date



Orion Registrar, Inc. ★ Arvada, Colorado ★ PO Box 745070 ★ 303-456-6010 ★ FAX 303-456-6681

To authenticate this certificate please visit www.orion4value.com



Creative Bus Sales

EIDorado National - Amerivan Low Floor Minivan References Creative Bus Sales

1.	CCCTA Scott Mitchell 2477 Arnold Industrial Way Concord, CA 94520 (925) 680-2090 ext. 404
2.	Long Beach Transit Kathleen Rasmussen 1963 E. Anaheim Street Long Beach, CA 90801 (562) 599-8552
3.	Access Services Rick Streiff 633 West 5 th ST. 9 th Floor Los Angeles, CA 90017 (213) 270-6000
4.	City of West Hollywood Joyce Rooney 8300 Santa Monica Blvd. West Hollywood, CA 90069 (323) 848-6370
5.	City of Los Angeles - Dept. of Aging Alice Schreiman 3580 Wilshire Blvd. Los Angeles, CA 90010 (213) 252-4066



Eldorado
National - Kansas
Thor Industries Mobility Division

1655 Wall Street
Salina, KS 67401

Phone: 866-392-6300
Fax: 785-493-2037

TO: To Whom It May Concern

RE: Letter of References for Amerivans

State of Kansas / Kansas DOT
700 S.W. Harrison Street
Topeka, Kansas 66603-3754
Contact: Kelly Broxterman
Phone: 785-291-3030

Current / still active

State of Mississippi
401 North West Street RM 1068
Jackson, Mississippi 39201-1091
Contact: Larry Brown
Phone: 601-359-7300

Current / still active

State of Montana
424 Morey Street
P.O. Box 20437
Billings, Montana 59104-0437
Contact: Richele Parkhurst
Phone: 406-657-0274

Current / still active

State of Louisiana
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Contact: Pete Jones
Phone: 225-342-0274

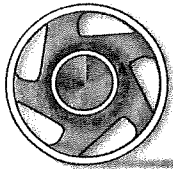
Current / still active

Kentucky Rural Transit Enterprises
P.O. Box 746
Mount Vernon, Kentucky 40456
Contact: Shirley L. Cummins
Phone: 606-256-9835

Current / still active

State of Indiana
402 West Washington Street
Room W478
Indianapolis, Indiana 46204
Contact: Cindi Atkinson
Phone: 317-234-5033

Current / still active



Creative Bus Sales

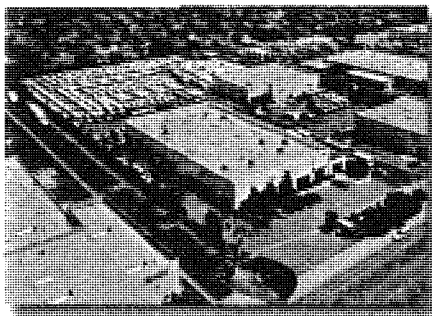
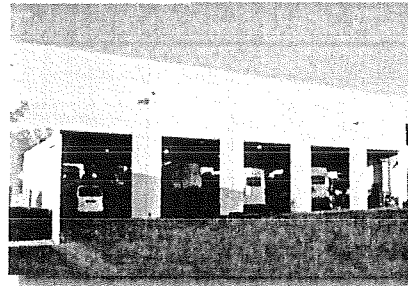
Superior Bus Service and Parts to Meet All Bus Maintenance Needs.

Maintenance Program Details

Creative Bus Sales specializes in all types of bus service and bus maintenance. We are here to help with all your bus service and bus maintenance needs. No job is too small or too large, from fleet service contracts to routine maintenance work – Creative has it covered.

Our trained service technicians are available 6 days a week to perform service work for our customers. The extensive training our service professionals go through makes them the best in the industry. With dedicated foreman & managers, multiple state of the art maintenance bays, and the most up to date tools – we think you'll agree. Our state of the art service facility and trained technicians have the capability to solve the most difficult service issues.

We also provide installation, service, and warranty for your Alternative Fuel Vehicles. Our Alternative Fuel Conversion Facility is dedicated to installing Compressed Natural Gas or Propane fuel conversions. Our Alternative Fuel conversions comply with NFPA 52 Code-2006, FMVSS 303 4 304, AND Title 13. All compressed natural gas and propane conversion meet CARB and EPA certifications. Our technicians have received training from the industry's leading professionals such as BAF, BAYTECH, NGVI, and CSA. Technicians are also certified by the Automotive Service Excellence and receive continuous training to provide top quality Alternative Fuel Conversions.

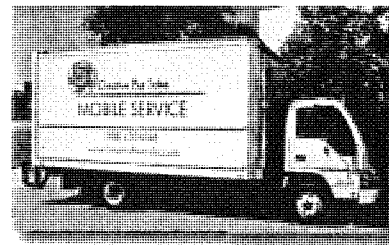


Service Facilities

Our five acre facility in Chino, California has the capacity to handle service work for the even the largest of fleet maintenance accounts. Our brand new bus service bays are equipped with only the newest, state of the art equipment. Combined with our extensively trained and certified service technicians, you can be assured that your bus is receiving the highest level of service with reliability that you can count on. 4 more service facilities will be in California 2010 to provide immediate service to our customers.

Mobile Service Capabilities

Need service and can't get your vehicle to us? Not a problem! With Creative Bus Sales Mobile Service, we'll come to your location. Our quick mobile response truck is fully equipped for on-site repairs



Parts Support

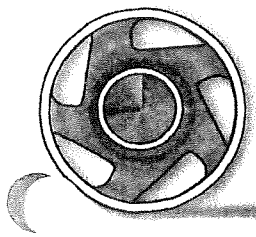
Our 10,000 Sq Ft On-Site Parts distribution warehouse ensures superior parts availability and response. We stock parts from all of the major bus manufacturers. With more parts in stock than ever before, Creative Bus Sales has what you need, when you need it. In addition, we have introduced online parts ordering. No waiting, no hassle, find what you need and place your order directly online.

Our trained sales team is available 5 days a week to assist customers with their bus parts needs. Our skilled parts sales team has the knowledge to find the bus part needed to get your bus up and running as quickly as possible.

www.CreativeBusSales.com

Sales 800.326.2877 * Parts 888.993.504 * Service 888.993.5045

WWW.CREATIVEBUSSALES.COM — CHINO · HAYWARD · LAS VEGAS

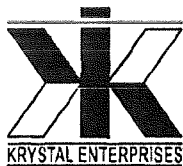
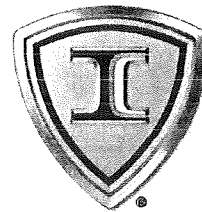
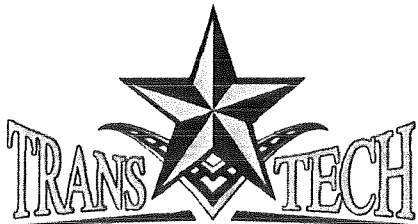


Creative Bus Sales

ONE CALL DOES IT ALL

Get All Your Bus Parts in Just One Call With Creative Bus!

Offering Products From:



GENERAL COACH
America, Inc.
Thor Industries Commercial Bus Division



Creative Bus Sales — Your One Stop Parts Shop

We've recently made BIG improvements to our parts operation:

- New 10,000 SQ FT Dedicated Parts Facility
- 5 Additional Customer Service Representatives
- Now Available — Online Parts Ordering!

(888) 993-5040

www.creativebussales.com

13501 Benson Avenue · Chino, CA 91710

WWW.CREATIVEBUSSALES.COM — CHINO · HAYWARD · LAS VEGAS

ELDORADO NATIONAL AMERIVAN LIMITED WARRANTY

EIDorado National Corporation (ENC) warrants to the original purchaser of this product that EIDorado National will repair or replace, at its option, any parts that fail because of defective material or workmanship as follows:

- Repair or replace for a period of 7 years or 70,000 miles (112,000 km), whichever comes first, the structural metal component of the EIDorado National installed floor and ramp. These components are warranted for "rust-through" damage. Surface rust is not covered.
- Repair or replace for a period of 3 years from the in-service date or 36,000 miles (58,000 km), whichever occurs first, all other *Amerivan* components. Maintenance items and normal wear and tear excluded.
- Labor costs for specified parts replaced under this warranty for a period of three years or 36,000 miles from date of purchase. An EIDorado National rate schedule determines the parts covered and labor allowed. Under normal circumstances, an authorized EIDorado National *Amerivan* service technician must perform warranty work. In an emergency, and if service from a *Amerivan* service technician is not readily available, it is the owners responsibility to contact EIDorado National for authorization prior to commencement of any repair, and EIDorado National reserves the right to limit the extent of those repairs. Unauthorized repair or parts replacement by someone other than an authorized *Amerivan* service technician is not covered by this warranty. EIDorado National also reserves the right to require that defective parts be returned for inspection prior to paying warranty claims. Diagnostic work or troubleshooting is not covered by this warranty.

EIDorado National reserves the right to discontinue models or options, change specifications, materials, equipment or design at any time without notice and without incurring obligation.

This warranty is in lieu of any other warranty expressed or implied. This warranty covers only those parts installed by EIDorado National and is intended to supplement the vehicle manufacturer warranty. Refer to the vehicle manufacturer warranty coverage of original vehicle equipment.

This Warranty Does Not Cover:

- Damage caused by accident, road hazard, misuse, lack of proper maintenance, failure to follow towing, hoisting, and other operating instructions.

NOTE: EIDorado National recommends that this product be inspected by an authorized EIDorado National service technician at least once every six months or sooner if necessary. Any required maintenance or repair should be performed at that time.

WARNING

THIS PRODUCT HAS BEEN DESIGNED AND MANUFACTURED TO EXACT SPECIFICATIONS. ANY MODIFICATION OF THIS PRODUCT CAN BE DANGEROUS.

This Warranty Is Void If:

- The conversion has been maintained or repaired by someone other than a authorized EIDorado National *Amerivan* service technician, or by a person not authorized by EIDorado National to perform such maintenance or repair.
- The conversion has been modified or altered in any respect from its original design without written authorization by EIDorado National.

EIDorado National disclaims liability for any personal injury or property damage that results from operation of an EIDorado National product that has been modified from the original EIDorado National design. No person or company is authorized to change the design of this EIDorado National product without written authorization by EIDorado National.

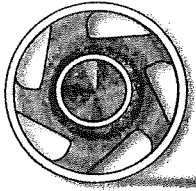
EIDorado National's obligation under this warranty is exclusively limited to the repair or exchange of parts that fail within the applicable warranty period.

EIDorado National assumes no responsibility for expenses or damages, including incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential

damages, so the above limitation or exclusion may not apply.

Important: The warranty registration card must be completed and returned to EIDorado National within twenty (20) days after installation of this EIDorado National product for the warranty to be valid. The warranty is not transferable.

The warranty gives specific legal rights. There may be other rights that vary from state to state.



Creative Bus Sales

Warranty Procedure

Warranty restitution can only be applied to repairs made if the following procedures are followed and it is determined that your problem is covered under chassis, body or component warranty.

Before any work is performed on your vehicle you must contact:

Northern California
EIDorado Bus Sales
29220 Pacific Street
Hayward, CA 94544
Frank Marcos
(510) 728-1500

Southern California
Creative Bus Sales
13501 Benson Avenue
Chino, CA 91710
Bill Anderson
(909) 465-5528

Please have the following information ready when you call: **Make, model, serial number and current mileage.**

Please note: Failure to follow this procedure will result in the denial of any future vehicle warranty claims

Chassis Warranty Items: Contact your local chassis manufacturer.

Bus Warranty Items: Per the specified terms of the CalACT contract, 36 months or 36,000 miles




ElDorado
National - Kansas
Thor Industries Mobility Division

FACTORY AUTHORIZED DISTRIBUTOR

December 7th, 2009

To Whom It May Concern:

Creative Bus Sales, Inc. of Chino, California is the authorized ElDorado National dealer for the Amerivan low-floor accessible mini-van built in our Salina, Kansas manufacturing facility.

Creative Bus Sales, Inc. has been a dealer in good standing and a quality representative of the ElDorado National products for many years.

Please contact me for any further information. I may be reached at (800) 850-1287

Sincerely,

Mitch Comfort
Director of Sales and Marketing

1655 Wall Street--Salina, KS 67401--Phone 866-392-6300--Fax 785-493-2037

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

1/1/1990 SR Y EH 24-910334 00001 EH

CREATIVE BUS SALES INC.
 13501 BENSON AVE
 CHINO, CA 91710-5232

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

FOR GENERAL TAX QUESTIONS, PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.

BOE-442-R REV. 13 (6-00)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: **Sales and Use Tax**, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; **Excise Taxes, Fuel Taxes and Environmental Fees**, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; **Property Taxes**, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

*All references are to the California Revenue and Taxation Code unless otherwise indicated.



A Public Service Agency

VEHICLE DEALER

Lic. No.: 29057

Date Issued: MAR 1, 2008

Expiration Date: FEB 28, 2010

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

ISSUED TO VALID ONLY AT
CREATIVE BUS SALES INC
13501 BENSON AVE
CHINO CA 91710

A/C NEW

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO.

1001191

SIGNATURE OF LICENSEE

**MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 1
To Bid Requirements (Boilerplate)
Vehicle RFP #09-02
Date Issued: 120409**

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum. This addendum revises and reissues the *Bid Requirements/Terms and Conditions* portion of your bid package.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed in this addendum are to be considered denied.

MBTA revises and reissues RFP #09-02 as follows:

1. MBTA amends *Terms and Conditions* Section 6.0, (30), page 11 as follows: A procurement fee of 1.5% of total pre-tax price per vehicle *up to \$15,000 per purchase order* shall be collected by the vendor(s) and remitted to the Cooperative each month based on activity on this contract, fee is due within forty five (45) days of acceptance by the purchasing agencies. Offeror will include the cost of the procurement fee in the proposed price of the vehicle.
2. MBTA amends *Terms and Conditions* Section 7.0, (8), page 15 to add: At its sole discretion, the MBTA may elect to have the General Manager act on behalf of the Board of Directors to receive protests. The MBTA Board of Directors via Resolution #09-04 authorizes the General Manager to issue solicitations, award, modify and cancel contracts *and* hear protests on behalf of the MBTA.
3. MBTA amends *Terms and Conditions* Section 6.0, (22), page 10 to delete line stating the chassis may not be modified to alter the wheelbase.
4. MBTA corrects numbering irregularities in Section 5.0
5. Section 4.0, page 5. MBTA provides for attachment A-2, low floor cutaways. Submission of proposal for attachment A-2 is due to be received by MBTA at the office of the General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, Ca 92252 up to and no later than **2:00 pm on January 12, 2010**. All other terms and conditions in RFP 09-02 apply.
6. Section 3.0 (1), page 4. MBTA directs proposers to submit financial statements separately and confidentially to MBTA only. These documents are not to be released to CalACT or any other parties. Please mark each page as confidential.
7. Proposers are directed to correspond separately to the Cooperative requesting that any commercial information regarding purchasing activity on this contract be withheld from any requesting parties.

8. Section 3.0 (1), page 4 is amended as follows: Demonstration of sufficient financial strength and resources to perform the work contracted for by providing financial statements supported by correspondence by an outside professional certified public accountant. MBTA will determine the acceptability and sufficiency of the documents submitted at its sole and absolute discretion.
9. MBTA adds to 7.0 (4), page 13 that training be provided upon request.
10. MBTA revises 7.0 (7), page 14 as follows: Within five (5) days after delivery, the Cooperative's purchasers must inspect the vehicle to determine if it is in an acceptable operating condition. The purchaser shall notify the vendor, in writing, within five (5) days after delivery if the vehicle has or has not been "accepted". Failure of the purchaser to furnish to the vendor a written statement of acceptance or non-acceptance postmarked within five (5) days after delivery shall be deemed to constitute acceptance of the vehicle. A letter of conditional acceptance or a letter of non-acceptance must furnish details of the deficiencies. Dealer is not to deliver more than three (3) vehicles per day unless this requirement is waived in writing by the purchasing agency.
11. MBTA revises 6.0 (1) (a), page 5 as follows: The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 36,000 miles. When the body manufacturer has modified or caused the chassis wheelbase to be modified the body manufacturer shall warrant that modification for a minimum of 36 months or 100,000 miles whichever comes first. The body manufacturer shall warrant this modification whether performed by the manufacturer or an outside contractor or vendor. The warranty shall cover failure or degradation in performance of items modified or failures as a result of modification to the wheelbase including but not limited to frame members (including cross-members, gussets, brackets, etc.), drive lines, brake lines, fuel lines and electrical harnesses.
12. Clarification to 5.0 (a), 5 & 6: The manufacturer or dealer/representative is responsible for any failures as a direct result of altering the OEM Chassis. Dealer/representative shall be the point of contact/coordinator for resolving warranty issues for OEM chassis and the installed accessory manufacturers.
13. MBTA revises 6.0 (2), page 6 adding : Warranty shall not apply to normal wear items such as brake pads, belts, bulbs or lubricants.
14. Section 7.0 (2), page 12: MBTA revises and allows 270 days for delivery of alternative fueled vehicles.

MORONGO BASIN TRANSIT AUTHORITY

ADDENDUM NO. 2

To Vehicle Specifications Vehicle RFP #09-02 Date Issued: 120409

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed in this addendum are to be considered denied.

MBTA revises and reissues Vehicle Specifications document as follows:

1. MBTA revises to Section 7.3 (a), page 20 allowance for stainless steel strap style hinge.
2. MBTA revises and amends Section 8.4 (c) as follows: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver's area with a hinged lockable door or with a thumb latch at buyers option. The container must be sealed and not have any exposed wires, protrusions or sharp edges. If there is a destination sign installed access to the area as noted is required. Cooperative must approve final design.
3. MBTA amends Section 2.2, page 5 requesting electronic and hard copy version of Altoona test report be provided.
4. MBTA amends Section 2.2, page 5 adding: Offerors may not offer buses using the FTA's demonstrator/prototype model test exemption for five (5) or less vehicles for sale under this contract.
5. Revision Section 9.0, page 25 (vehicle specs). Line added to identify make and model proposed.
6. Section 2.2, page 5: MBTA allows Class A vehicles to be Altoona tested for 4-years, 100,000 miles.
7. Section 4.9, page 8: Class A vehicles are not included in the requirement referencing tire carrier.
8. Revision to Section 5.91, page 15: Other available adhesives approved in writing by Altro for this application may be proposed.
9. Clarification Section 6.2, (a), page 15: 12" measurement is from top of step.
10. Section 6.6, page 17: MBTA accepts as approved equal "Expanded polystyrene insulation 1" thick in sidewall, 1.5" thick in ceiling.

11. Section 6.9, page 17 is revised: The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyoleim undercoating for bus applications.
12. Section 6.95 MBTA accepts as equal for Class A vehicle: Trans/Air TA712 Super with 10 CID compressor, TA71 Evaporator and SMC2L condenser.
13. Section 7.3, page 20 MBTA accepts as equal: steel tube for the bus body frame that accepts the drop inwheel chair door assembly. The door assembly is constructed of corrosion resistant aluminum extrusion frame that is welded together at all corners. It has stainless steel continuous hinges riveted to both sides that hold the door leaf panels. The frame and hinges are powder coat painted white. The door leaf panels are constructed of an aluminum tubular steel perimeter frame, aluminum exterior and plastic exterior panels all trimmed with aluminum C channel.
14. Section 8.5,(f), page 22, MBTA accepts as modification to exhaust installation specified on Type A vehicles, routing exhaust pipe straight out the rear on Ford Type A buses due to the added cross member supplied by Ford on the 2010 E-350 chassis.
15. MBTA clarifies Section 10.0 (u), page 26 and requests REI Buswatch model 70134, no spare hard drive 4 camera installed DVR system.
16. MBTA adds to Section 10.0 (v), page 26 to request touch tape at wheelchair lift.
17. MBTA clarifies Section 10.0 (aa), page 26: Bike rack to propose is to be painted black, propose least expensive Sportworks 2-bicycle capacity rack available.
18. Revision MBTA adds detail to options request in Section 10.0 (ff), page 26: Apollo MR-4, installed with 4 cameras. No spare hard drive.
19. MBTA clarifies Section 1.0, page 4: ISO 9001 certification is a requirement that MBTA will not delete. Proposer may provide documentation to the Cooperative prior to delivery of the first vehicle sold under this contract. Failure to do so will result in nullification of award.
20. MBTA accepts as equal for hybrid buses only: Sadem DM-8 compressor.
21. Section 7.3, (a), page 20: MBTA accepts as equal 1" aluminum tube in lieu of steel tube.
22. Attachment A-1, section 6.6, page 12: MBTA accepts as equal ABS plastic flares in lieu of stainless steel.
23. Attachment A-1, section 7.1, (b) page 14: MBTA accepts substitution of one piece seat and base.
24. Attachment A-1, section 7.1, (g) page 15: MBTA accepts as equal, OEM rear seat level with retractable foot rests in lieu of 20" cushion height.
25. Attachment A-2, Section 5.26 page 10 (low floor buses): MBTA will allow substitution of #2 gauge grounds. Allows for deletion of third ground on low floor vehicles proposed that don't require a separate hydraulic pump.
26. Attachment A-2, Section 6.1 page 15 (low floor buses): MBTA allows service access via a removable panel.
27. Attachment A-2, Section 6.1 page 15 (low floor buses) MBTA revises specification as follows: Running board shall be a minimum of 6.5" at front and maximum of 12" at rear.

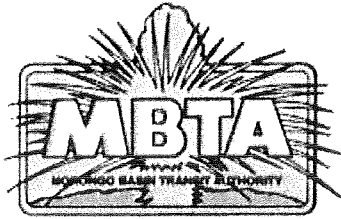
MORONGO BASIN TRANSIT AUTHORITY
ADDENDUM NO. 3
To Bid Requirements (Boilerplate)
Vehicle RFP #09-02
Date Issued: 121009

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder must sign, and submit with the Bid Proposal, a copy of this Addendum. This addendum revises and reissues the *Bid Requirements/Terms and Conditions* portion of your bid package.

Items requested by vendors in the RFP's approved equal and request for comment period that are not addressed in this addendum are to be considered denied.

MBTA revises and reissues RFP #09-02 as follows:

1. MBTA amends and clarifies *Terms and Conditions* Section 6.0, (30), page 11 as follows:
A procurement fee of 1.5% of total pre-tax price per vehicle *up to \$15,000 per purchase order* shall be collected by the vendor(s) and remitted to the Cooperative each month based on activity on this contract, fee is due within forty five (45) days of acceptance by the purchasing agencies. Offeror will **not** include the cost of the procurement fee in the proposed price of the vehicle. The vendor will reflect the procurement charge on each invoice to the purchaser as a separate line item.



CalACT/MBTA

COOPERATIVE PURCHASING SCHEDULE

VEHICLE SPECIFICATIONS

AND

BID REQUIREMENTS

ACCESSIBLE

TRANSIT/PARATRANSIT VEHICLES

RFP # 09-02
(rev. 120409)

Morongo Basin Transit Authority
Lead Agency for the
California Association for Coordinated Transportation
November 2009



1.0 Background Information

The Morongo Basin Transit Authority ("MBTA") a member of the California Association for Coordinated Transportation ("CalACT") takes the lead agency role in the formation of the CalACT/MBTA Vehicle and Materials Purchasing Cooperative. For the purposes of this Cooperative Purchasing Schedule, the informal arrangement entered into by the MBTA and CalACT shall hereinafter be referred to as the "Cooperative."

The specific roles and obligations of the MBTA and CalACT are described in detail in the Cooperative Purchasing Agreement entered into by the parties. As a general matter, MBTA staff, consultants, and counsel shall be responsible for the development of bid requirements, product specifications and the awarding of vehicle contracts on behalf of the Cooperative. After the vehicle contract is awarded, CalACT shall be responsible for assigning the vehicles, collecting fees, and the general administration of the vehicle contract.

2.0 Solicitation Details

The Cooperative seeks sealed proposals for the Vehicle Classes detailed in Attachment A and A-1. These vehicles may be purchased using Federal Transit Administration ("FTA") funding by Cooperative members. Said proposals to be submitted without price information are to be received by MBTA at the office of the General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, Ca 92252 up to and no later than 2:00 pm on December 18, 2009. Proposals are to be delivered in person by a representative of the proposing firm. No proposals received after the above specified date and time will be accepted. After evaluation of non-cost factors is complete, the Cooperative will correspond with responsive firms requesting price information.

The form of procurement for this solicitation is the development of a **Local Government Purchasing Schedule** as defined in the FTA Circular 4220.1F Chapter V, Part 4. Wherein the FTA authorizes local governments to make arrangements with multiple vendors to provide options for goods or services in the future at established prices to the local government or others that the local government chooses to share these arrangements with. Unlike other forms of procurement, the FTA does not require the specification of a minimum or maximum quantity of purchase for such a schedule, however for planning purposes, the Cooperative will upon request provide the potential vendors with an estimate derived from a vehicle survey conducted amongst the CalACT membership.

The FTA's Best Practice Procurement Manual (Ch 2, pp 68-69) also provides grantees with a justification for Multiple Award Contracting "in order to ensure the quality or timeliness of deliveries by not limiting the grantee to a single supplier who may not perform according to the grantee's expectations or needs or who may not be able to meet peak delivery requirements. In this event, another supplier is immediately available to assure that needs will be met."

In accordance with 49 U.S.C. § 5325 (c), FTA recipients may award contracts to parties other than a low bidder in order to further objectives such as long term efficiency and lower costs. In addition, 49 U.S.C. § 5325 (f) (1b) authorizes recipients to base awards for rolling stock on factors such as performance, standardization, life cycle costs or other factors or on a competitive process for selection of award such as this solicitation's. (49 U.S.C. 5325 (f) (2).)

Further, the California legislature in Public Contract Code § 20217 (a) finds and declares that it is in the public interest for **transit agencies** to "consider the broadest possible range of competing products and materials available, fitness of purpose, manufacturer's warranty, vendor financing, performance reliability, standardization, life cycle costs, delivery timetables, support logistics, and other similar factors in addition to price in the award of these contracts."

The above, as well as precedents set by practices in other states provide a preponderance of clear and compelling justifications for the Cooperative to create and maintain a bid schedule with multiple awards for products and for its assignees to purchase from the schedule considering factors other than lowest price.

The MBTA specifically reserves the unilateral right to exercise part or all of the options for vehicles covered under this document for a period of twenty-four (24) months after the date of award of the contract(s). The MBTA further reserves the unilateral right to assign or withhold assignment of vehicles under this procurement to any other public agency, government entity, or non-profit organizations performing governmental services under intergovernmental contracting procedures. The assignment of deliverable vehicles under these options shall be accomplished in accordance with the terms of this Contract. The assignment shall be in writing, signed between The MBTA or its designated agent(s) and the assignee, and be approved by the contractor. Assignees shall acknowledge in writing their responsibility for inspection of product and enforcement of contract. Further, assignees and the contractor will hold the MBTA and its agent(s) harmless from any liabilities.

Each proposal shall conform to and be responsible to this Request for Proposal ("RFP"). The RFP for this contract opportunity, including information for proposing firms, vehicle specifications, and all other documents are now on file and copies thereof may be obtained at the MBTA office.

The MBTA reserves the right to reject any or all proposals and to waive any irregularities and informalities in proposals received.

The Cooperative may assign any/all of the non-exercised units to other publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services. Other political subdivisions authorized to purchase with public funds may be allowed to purchase from bid schedule with written consent from the Cooperative and Contractor. Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price, terms and conditions from the time of contract award to the expiration of the contract term. The Cooperative will consider granting one (1) substantiated request for adjustment only in the event of an inordinate or unusual price increase from the chassis manufacturer during the contract term. Such a price increase should be due to an unusual event causing the Original Equipment Manufacturer ("OEM") to make such a price increase such as regulatory changes outside the OEM's control or OEM manufacturer increasing prices for chassis at a rate that is at a minimum twice the historical rate of increase for this item in the past five years. The documentation of such factors shall be provided by the dealer. Should the Cooperative not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed by the Cooperative's purchasing schedule upon the responsible dealer's request.

Subsequently there shall be two (2) one-year renewal options at the end of each model year after the initial twenty-four (24) month period. A cost increase shall be considered at each renewal date, up to a maximum of 4%, due to chassis cost increases and/or manufacturer's option cost increases. Vendor is responsible for requesting and providing justification for such cost increase in a timely manner for consideration by the MBTA. The MBTA, in its sole and absolute discretion, may choose to accept or reject each new model year renewal cost increase.

During the proposal process, all correspondence and verbal contact shall be directed to the General Manager, Morongo Basin Transit Authority: 62405 Verbena Road, Joshua Tree, California, 92252. Telephone 760.366.2986, Fax 760.366.2445, email joe@mbtabus.com.

Proposers must submit one (1) original signature signed copies and three (3) hard copies per proposal. Bidder shall submit one (1) copy of financial statement as specified herein.

3.0 Method of Selection and Awards

The Cooperative's objective in this procurement is to conduct a solicitation that provides members the ability to select the vendor and product of their choice while maintaining compliance with FTA standards regarding competitive acquisition of goods and services by recipients. Towards this end, the

competitive method of selection by the Cooperative will be by **Negotiated Procurement**.

Successful inclusion into the Procurement schedule requires the following steps:

1. Demonstration of sufficient financial strength and resources to perform the work contracted for by providing financial statements supported by correspondence by an outside professional certified public accountant. MBTA will determine the acceptability and sufficiency of the documents submitted at its sole and absolute discretion. Proposer to submit one (1) copy of this document separately to the MBTA in a sealed envelope identifying its contents marking each page with a notation stating "Confidential for MBTA only".
2. Evidence of adequate manufacturing facilities to produce and factory test equipment on schedule and the existence of a spare parts distribution system sufficient to support equipment without delays and a service organization with skills and equipment sufficient to perform all warranty and on-site work.
3. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability and steps offeror took to resolve any judgments, liens, fleet defects history and warranty Claims. Offeror shall submit five (5) client references with its proposal.
4. Proposed vehicle(s) meeting Vehicle Specifications and other bid requirements specified in this solicitation. Offeror must submit a narrative description detailing which vehicles classes it is making a proposal for and the technical specifications for each vehicle class in one consolidated (1) proposal package without including pricing information.
5. Offerors meeting the non-cost based criteria of the solicitation will be then asked to submit pricing information. The opening of the pricing information will not be public.
6. Proposals that offer a product compliant with the solicitation's specifications and whose price meets a pre-determined but undisclosed competitive range will be included in the Notice of Intent to Award for the vehicle schedule. Pricing offered must fall within a competitive range, pre-determined for the base vehicle price, and within a competitive range for the total aggregate price of the evaluated options identified by the solicitation. Pricing will not be disclosed to any party until after all the awards are made.
7. Proposals that offer a product compliant with the solicitation's specifications but whose pricing is not the within pre-determined but undisclosed

competitive ranges will be afforded one (1) opportunity to make one (1) Best and Final Offer ("BAFO") to provide pricing within the competitive ranges.

Offerors of any proposals that have been determined as not compliant with the solicitation requirements and/or not in the competitive pricing ranges, and cannot be reasonably made to be within the competitive ranges or compliant, will be notified in writing, including the shortcomings of their proposals.

4.0 Vehicle Specifications (Attachments A, A-1 and A-2)

5.0 Required Certifications and Assurances (Attachment B)

6.0 Successful Bidder(s) Notes and Requirements

1) The Successful Bidders or Prime Contractor(s) shall be the single point of contact for all warranty issues. The Bidder shall coordinate any or all warranty issues to correct defects in materials and workmanship during the warranty period, which shall begin on the date that payment is authorized (the date of full acceptance). This requires the Successful Bidder to provide a single point of contact for all warranty issues to the Procuring Agency in coordinating all OEM, and component warranties, etc. The warranty of each unit shall include the chassis, engine, drive train, add-on equipment, vehicle modifications, etc., and shall be for the current OEM standard warranty and shall start at the date and mileage of acceptance. Delayed warranty certification shall be provided for each vehicle at time of acceptance. Proposing firms shall describe their policy and procedures on warranty(s) both on workmanship and material as applying to this equipment along with the method of adjustment. Manufacturer shall assume responsibility and warranty for materials and accessories used in the vehicles whether the same are made by the manufacturer or purchased from an outside source. A copy of this warranty shall be provided. The Successful Bidder warrants and guarantees to the Procuring Agency each complete bus and specific subsystem and components for parts and labor as follows:

A. OEM standard factory warranties for chassis and engine.

The wheelchair lift shall be warranted for a minimum of sixty (60) months, unlimited mileage and cycles.

The complete bus body and body structure, exterior, wiring, and paint shall be warranted to be free from defects, related defects, and to maintain structural integrity for a period of thirty-six (36) months or 36,000 miles. Warranty to be extended to 100,000 miles by the manufacturer to cover any failure as a result of frame alterations to lengthen the chassis for a Class C. This would include but not be limited to frame, drive lines, brake lines and fuel lines that are altered as a result of the chassis stretch.

The air-conditioning system shall be warranted for a minimum of twenty-four (24) months, unlimited mileage.

B. CNG Warranty

CNG warranty shall cover: All fittings, steel tubing, flexible conductive hose and non electrical components shall have a limited lifetime warranty. All electrical components shall be warranted for three (3) years or 36,000 miles. All installation hardware (nuts, bolts, washers) shall be warranted from manufacturer defects for the life of the vehicle.

- All aluminum or composite cylinders shall be warranted no less than 15 years from the original hydrostat test date stamped on the cylinder label with the condition the cylinder is properly maintained and used in accordance to manufacturer recommendations. Throughout the entire fifteen (15) year warranty period, the cylinder must be visually inspected internally and externally by properly trained and certified inspectors at intervals required by applicable regulations. The results of each required inspection must be properly documented in accordance with applicable regulations ANSI/NGV 2 & FMVSS 304.
- All tank brackets and cradles shall have a limited lifetime warranty from manufacture defects for the life of the product.
- All CNG cylinder valves shall be warranted from defects in the design, materials and workmanship for two years unlimited mileage.
- CNG conversion kits shall be warranted for no less than three (3) years or 36,000 miles (Including the regulator, fuel rail, fuel hose, fuel injectors, electrical harness, electrical connectors.)
- The installing organization shall warrant all workmanship for five (5) years or 100,000miles from date of installation.

The warranty shall not apply to any part or component of the vehicle that has been repaired or altered in any way so as to adversely affect its performance or reliability, except insofar as such repairs were made in accordance with the contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall be void if the buyer fails to conduct normal inspections and schedule preventative maintenance procedures as recommended in the contractor's maintenance manuals.

- 2) The warranty shall not apply to any part or component of the vehicle that has been repaired or altered in any way so as to adversely affect its performance or reliability, except insofar as such repairs were in accordance with maintenance manuals provided by the Successful Bidder and the workmanship was in accordance with recognized industry standards. The warranty may be voided if the buyer fails to conduct normal inspections and/or scheduled preventative maintenance procedures as recommended in the maintenance manuals provided by the Successful Bidder. Warranty shall not apply to normal wear items such as brake pads, belts, bulbs or lubricants.

- 3) **Fleet Defects:** A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this Contract. For the purposes of this bid, identical defects occurring within twenty five (25) percent of vehicles delivered shall be considered a "fleet defect". The Successful Bidder shall correct any and all fleet defects under the warranty provisions. The Successful Bidder is responsible for the inspection and/or correction of the potential or defective parts in all of the vehicles affected.
- 4) Successful Bidder(s) are required to meet with the Cooperative every six (6) months to review contract requirements, warranty issues, the delivery schedule, usage reports, and to resolve any customer issues. The first meeting shall be scheduled at the pre-production meeting. Meetings will occur approximately every six (6) months for the length of the contract. The meetings will take place at the agency or at the point of manufacture.
- 5) Each Bidder shall describe its policy and procedures concerning warranties, both on workmanship and material, as they apply to this equipment, and the Successful Bidder's/manufacture's method of adjustment. The final stage manufacturer and/or the Successful Bidder shall assume responsibility and warranty for all materials and accessories used in the vehicles, whether they are made by the manufacturer or purchased from an outside source. The warranty, as well as any recall notifications, shall cover each vehicle, and the ultimate purchaser or recipient agency.
- 6) **Service Warranty:** Any recognized service or warranty work required, which is performed by the Successful Bidder, under the Bidder's or manufacturer's warranty shall be performed within the State of California. It shall be the responsibility of, and paid for by the Successful Bidder. This location shall be within two (2) hours travel time of the recipient's location or the Successful Bidder shall provide warranty work certification to a local shop capable of performing the work or provide for mobile service to the buyer's facilities to make repairs.
- 7) **Parts:** An adequate stock of repair parts and qualified service facilities shall be readily available within the State of California, and shall be available and delivered to the transportation providers repair shop within seventy-two (72) hours of the time requested/ordered from the Successful Bidder.
- 8) The Successful Bidder shall bear all reasonable financial costs for providing backup service from alternative sources, for failure to provide repair parts within the seventy-two (72) hour time limit. The Successful Bidder shall bear all costs until the parts are received. Freight and transportation for the parts shall be the

responsibility of the Successful Bidder and the use of an overnight delivery is required when the bus is put out of service due to the needed parts. If overnight delivery is not available, the part shall be sent by the fastest method available and at a minimum using UPS Ground.

- 9) **Experience:** Each bidder shall submit evidence of its ability and experience in providing the equipment described in these specifications with the bid, by including a list of five (5) users' names, addresses, and telephone numbers who have been provided similar equipment on the same chassis from the same Successful Bidder/manufacture during the past two (2) years. If a newly available vehicle is bid, the MBTA will determine the acceptability and qualifications of the manufacturer and consider the proposing dealer's previous experience delivering similar products. The MBTA's decision shall be final.

- 10) **Inspection:** The intent of this inspection is to resolve as many discrepancies, as possible, on the equipment and allow the manufacturer the opportunity to correct the discrepancies while the equipment is still in the manufacturer's plant and before its shipment. The cost of this inspection shall be included as part of the Bidder's Proposal. This inspection in itself *will not* constitute acceptance of the vehicle. Final acceptance shall be made upon delivery of an acceptable product complying with the specifications at the designated location indicated on the purchase order.

- 11) **At Delivery:** The odometer reading on any bus shall not exceed 3,000 miles at the time of delivery of the completed vehicle to the purchasing agency. There will be a charge of one dollar (\$1.00) per mile for each vehicle with an odometer reading in excess of 3,000 miles payable to the purchasing agency at the time of delivery. Under no circumstances are tow vehicles to be attached to any buses.

- 12) **Pre-Production Meeting:** Upon bid award(s), a pre-production meeting will be required. The manufacturer(s) shall produce a pilot model that shall serve as a standard for the units that follow as ordered. This shall not relieve the Successful Bidder from an obligation to manufacture all units in compliance with all specifications. The pilot vehicle will be available for inspection by the Cooperative prior to the start of the meeting. The meeting will include, at a minimum, representative(s) from the successful manufacturer, the Successful Bidder, and representative(s) from the Cooperative. If these meetings are not held within Southern California, the Successful Bidder/manufacture shall pay travel expenses and \$50 per day per diem for one (1) Cooperative representative. The bidder shall pay, upon the Cooperative's request, the hourly rate up to \$1500 per vehicle and travel expenses for one (1) independent inspection consultant per vehicle directly invoiced to the Successful Bidder. The Cooperative shall be notified in writing, a minimum of thirty (30) calendar days prior to meeting date.

- 13) Vehicles inspected at the manufacturer's plants which do not comply with the specifications, will not be approved for delivery. Twenty (20) calendar days will be allowed to correct any and all deficiencies. Additional inspection trips for compliance shall be at the expense of the Successful Bidder at the rates detailed above.
- 14) **Service:** Prior to delivery, each vehicle shall be inspected and serviced by the Successful Bidder or by an authorized dealer of the manufacturer in a service shop within southern California. The service shall include not less than the following:
- A. Check and fill all fluid levels as necessary. This shall include but not be limited to engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid, and any and all other fluid levels.
 - B. Complete wash and detail of the vehicle and removal of all unnecessary dealer stickers prior to delivery and inspection.
 - C. A four-wheel alignment at final point of inspection. Wheel alignment shall take place after delivery to the Successful Bidder's location. Documentation of alignment settings for camber, caster, and toe-in settings shall be furnished for the final inspection, and must accompany delivery documentation to Purchasing Agency.
 - D. Full tank of fuel at the Successful Bidder's location.
 - F. Documentation of the alignment of headlights shall be provided to the Purchasing Agency at delivery.
 - G. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition, and labeling of the cooling system.
 - H. Copy of the Successful Bidder's pre-delivery inspection and all subsequent inspections by Successful Bidder's inspectors shall be provided to the Purchasing Agency upon delivery.
 - I. A certified four-corner weight certificate showing the "as built" weight of the vehicle shall be provided with each vehicle at the time of delivery. The vehicle shall be full of fuel and all fluids and weighed with all equipment installed. The weight certificate shall be included with the bus and available for review at time of inspection.
 - J. **Acceptance:** Final acceptance will be made upon delivery of completed vehicles complying with the specifications at the designated location(s) on the purchase order and upon the signed acceptance by the agency listed on the purchase order. Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or materials appearing after final payment has been made.

- 15) **Vehicle Registration Documents Required:** The Successful Bidder shall register all vehicles. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each unit.
- 16) **General:** All accessories and equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, shall be furnished and included in the purchase price of each vehicle. Complete printed specifications, published literature, and photos, or illustrations of the basic unit, or units that the bidder proposes to furnish with this bid shall accompany each bid.
- 17) Bids will not be considered if the Successful Bidder's designated Freight on Board (F.O.B.) delivery destination is other than that specified in this solicitation.
- 18) Bids will be considered only from manufacturers having a California representative carrying an adequate supply of repair parts in the State of California. This representative shall have the ability to perform all warranty work in California.
- 19) The successful bidder is to furnish evidence that they hold a valid distributor agreement from the bus manufacturer, or that they are the bus manufacturer.
- 20) The manufacturer shall provide full and competent engineering services to handle and correct any and all problems associated with the performance of these vehicles and equipment. At least one (1) qualified service representative shall be available to render prompt service.
- 21) All equipment/options are to be factory installed. If the equipment/options are not available for factory installation, dealer installed equipment/accessories may be acceptable to meet the specifications. Any component added to the vehicle by the dealer must meet manufacturers approved instructions for additions. The bidder is to specify those items that will be dealer installed.
- 22) Modifications to the vehicles may be performed by final-stage manufacturers provided that they are certified and registered by the National Highway Traffic Safety Administration to manufacture and/or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567 and 568. In addition, all modifications shall be in accordance with the OEM guidelines for building on an incomplete chassis. The vehicle manufacturer shall be ISO 9001:2000 certified. A copy of all pertinent certifications shall be submitted with the bid documents.
- 23) Due to the critical nature of these vehicles, the requirements, pertinent regulations and standards will be strictly enforced. It is the **Successful Bidder's responsibility to obtain current copies of the regulations for bidding and/or construction purposes.**

- 24) The Successful Bidder(s) are required to provide certification affixed to each vehicle that each unit meets or exceeds all State and Federal requirements as of the date of manufacture. California Air Resources Board ("CARB") re-certification shall be supplied for any components not supplied with the OEM chassis that effects the fuel and/or exhaust systems.
- 25) The bus manufacturer, as final-stage manufacturer, will be required to provide all test data, drawings, etc., relating to the certification of the vehicle as an accessible vehicle.
- 26) Upon delivery, it shall be the Successful Bidder's responsibility to provide any evidence necessary that the vehicles provided fully comply with all requirements of this specification.
- 27) **Quality of Materials:** Whenever, under the contract documents, it is provided that the Successful Bidder shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured article shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation.
- 28) **Welding:** Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. Where metal is welded, the contact surface shall be free of scale, spatter, and grease and shall be treated to preclude rusting.
- 29) **Invoice Payments:** The manufacturer's invoice(s) submitted to the Purchasing Agency identified on the Purchase Order for payment shall include the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).
- 30) A procurement fee of 1.5% of total pre-tax price per vehicle up to \$15,000 per purchase order shall be collected by the vendor(s) and remitted to the Cooperative monthly based on activity on this contract, due within forty five (45) days of acceptance by the purchasing agencies. Offeror will include the cost of the procurement fee in the proposed price of the vehicle. The vendor will reflect the procurement charge on each invoice to the purchaser as a separate line item. Contractors will supply monthly activity reports and payments to the Cooperative. This activity may be audited. Vendors not reporting sales by way of this Contract will be subject to the cost of auditing and reasonable charges for collections. Failure to report will also be seen as failure to perform the contract and may lead to corrective action up to and including termination. These fees will support the cost of contract development and maintenance. The MBTA may choose to assign vehicles directly to itself or to agencies within the political subdivisions comprising the MBTA's joint powers authority, waiving procurement fees in exchange for appropriate discounting by the contractor. MBTA may adjust the procurement fee

by .25% increments during the course of the contract; vendors are to adjust pricing to reflect this increase or decrease.

- 31) **Hybrid Training:** In cooperation with CalAct, a comprehensive training course shall be provided to the drivers and/or driver's trainers of the fleet. The course shall provide information on basic system function, system operation, driver interface with system, 'what to expect when operating', and best practices for optimization of system performance.

A multi-day course shall also be provided for the fleet vehicle support team on repair and diagnosis of the hybrid system. This training shall contain information on the system architecture, detailed system operation, use and function of system specific diagnostic tooling, navigation and use of available service information including wiring schematics and repair manuals, service procedures for system supplied components, and system diagnostic and troubleshooting procedures. (2.5 days)

Training shall be provided in locations that are convenient to where the hybrid buses are in service.

7.0 General Provisions

1. PRE-AWARD INSPECTIONS: The Cooperative and/or its designated agent(s), reserve the right to perform a pre-award inspection of the proposing firm's facility. The purpose of the evaluation will be to assure that the proposing firm:
 - a. Has in operation, or has the capability to have in operation, a manufacturing location and dealership infrastructure adequate to assure delivery of all equipment within the time specified under contract;
 - b. Has adequate engineering and service personnel to satisfy any engineering or service problem that may arise during the warranty period;
 - c. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time;
 - d. Has adequate control to assure that workmanship will comply with the specifications.
2. DELIVERY: Delivery of the vehicles shall be completed within 180 calendar days after issuance of purchase orders by the Cooperative's participants. Delivery of alternative fueled vehicles shall be completed within 270 calendar days. If the

delivery is delayed because of strike, injunctions, governmental controls, or any cause or circumstances beyond the reasonable control of the manufacturer, supplier or contractor, the time of completion of delivery may be extended upon written request from the proposing firm and approval by the Cooperative and the ordering agency. The request for extension must include detailed justification for the length of the time extension. The purchase price of the vehicle will be reduced by \$100.00 per day, per bus, as liquidated damages for each day beyond the delivery deadline if the proposing firm fails to request written approval for a time extension prior to the delivery deadline or if the delay cannot be justified as being beyond the proposing firm's control.

3. COORDINATING DELIVERY TIME: All vehicle deliveries shall be coordinated with the Cooperative's participating agency. The proposing firm shall contact purchasing agencies to agree upon a delivery schedule at least three working days prior to delivery. Delivery shall be made during normal working hours. Delivery terms are Freight on Board (FOB) to be specified by the purchaser, either at their place of business or at closest dealer location. No additional charges shall apply for deliveries made within 100 miles of closest dealer location. Dealers shall only charge additional mileage fees for distance delivered exceeding 100 miles from the closest dealer location. Example: delivery made 150 miles from dealer shall only be charged for 50 miles.
4. TRAINING: Included, as part of this proposal shall be a 4-hour session of vehicle operation training. This training will be made available by the qualified personnel representing the successful proposing firm to the purchasing agency upon its request. The training session shall be held no later than thirty (30) days after delivery of the first vehicle at a time convenient to both parties.
5. TERMS OF PAYMENT: Proposing firm is to detail their terms of payment. Proposing firms are to submit the discounted amount, if any, for full payment within forty-five (45) days of delivery and to show this amount on the Proposal Form. Delivery and acceptance of the vehicle shall not release the successful firm from liability for and repair of faulty workmanship or materials found after final payment has been made.
6. INDEMNIFICATION: The proposing firm and all of the Cooperative's assignees hereby agree to indemnify, hold harmless, and defend the Cooperative, its officers, officials, employees, representatives, and agents, from and against any and all claims, losses, demands, damages, costs, expenses or liabilities, including the cost of defense of any lawsuit arising therefrom, including, but not limited to, actions arising out of, related to, or caused by the Proposing Firm or the Cooperative's assignees' breach of a contract, injuries to or death of any person including without limitation workmen and the public, damage to property resulting from the performance of a contract, except as otherwise provided by statute, and any negligent or willfully wrongful act of the Proposing Firm or the

Cooperative's assignees or any of their agents, contractors, employees or licensees, except liability arising out of the concurrent active or sole negligence of the Cooperative.. The Proposing Firm and all of the Cooperative's assignees hereby agree to waive any and all rights or claims to any type of express or implied indemnity from the Cooperative, its officers, officials, employees, representatives, and agents.

7. ACCEPTANCE: Vehicles delivered to the Cooperative's assignees in a condition below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to: the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, mechanical operation of the vehicle and all electronic components. If any vehicle is delivered incomplete, incorrect, or contains any defective or damaged parts, the proposing firm shall, at their expense, furnish and replace parts acceptable to the Cooperative's participants. Any delivered vehicle not confirming to this RFP, without the expressed written consent of the Cooperative's assignees, will be rejected.

Within five (5) days after delivery, the Cooperative's purchasers must inspect the vehicle to determine if it is in an acceptable operating condition. The purchaser shall notify the vendor, in writing, within five (5) days after delivery if the vehicle has or has not been "accepted". Failure of the purchaser to furnish to the vendor a written statement of acceptance or non-acceptance postmarked within five (5) days after delivery shall be deemed to constitute acceptance of the vehicle. A letter of conditional acceptance or a letter of non-acceptance must furnish details of the deficiencies. Dealer is not to deliver more than three (3) vehicles per day unless this requirement is waived in writing by the purchasing agency.

The vendor shall promptly correct all defects and resubmit the vehicle for acceptance. The Cooperative's participants shall not be required to furnish space, labor, or material to perform the bidder's responsibilities so as to permit acceptance of a vehicle in compliance with this RFP. The Cooperative's assignees must accept or reject the resubmitted vehicle within ten (10) days from the date of re-submittal. The Purchasing Agency shall not place a vehicle into passenger service until after acceptance.

In the event the vendor fails to comply with the written order of purchase to complete and/or repair the vehicle prior to acceptance, and purchaser finds it necessary to perform any work on any vehicle which should have been done by the vendor within the intent of this RFP, The Purchasing Agency will be reimbursed for all incidental costs including materials, labor and reasonable overhead expenses.

8. PROTEST PROCEDURE: Anyone wishing to file a protest concerning this proposal package must do so in writing. Such protest must be received by the MBTA no later than five (5) working days prior to proposal opening. The MBTA,

in its sole and absolute discretion, may delay the proposal opening until the protest is resolved.

Pre-Award protests must be made within five (5) working days of receipt of the Notice of Intent to Award Contracts. Protests must be made in writing and addressed to the MBTA General Manager. Protests must outline a factual and procedural basis for the protest. Upon receipt of protest MBTA staff and counsel will review and may bring forward to the MBTA Board of Directors at an appropriate time for consideration. At its sole discretion, the MBTA may elect to have the General Manager receive the protest. The MBTA Board by resolution authorizes the General Manager to issue solicitations, award, modify and cancel contracts and hear protests. This action and their decision will complete the proposal opening / award announcement administrative protest remedy at the Cooperative level. Failure to object in the manner specified shall constitute a waiver on offerors part to protest the solicitation.

Written protests shall be addressed to General Manager, Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, Ca, 92252 by direct mail, postage prepaid or personal delivery with copy of protest to MBTA General Counsel, Rutan & Tucker LLP at 611 Anton Boulevard, suite 140, Costa Mesa, California, 92626 attn: Patrick Munoz.

Beyond the Cooperative level, a protester must deliver its appeal to the Federal Transit Administration (FTA) Region IX Administrator at 211 Main Street, Suite 1160, San Francisco, CA, 94105 within five (5) working days of the date when the protester has received actual or constructive notice of the MBTA's final decision.

The FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and that such a protest must be filed in accordance with Circular 4220.1F.

Proposer(s) receiving awards based on this solicitation may not protest and agree to waive pursuit of any legal remedies regarding the Cooperative's decision to award to any other proposers.

9. OR EQUAL AND OR APPROVED EQUAL: The vehicle specifications may include the terms "or equal" and "or approved equal" pertaining to certain specified components. The meaning of these terms is not the same. The term "or equal" means as "minimally meets or exceeds" specification standards, or "is the same as or exceeds" bid specification standards as set. The item must still meet the requirements of the technical specification.

When the term "or approved equal" is used, anyone desiring to provide an alternate to the product referenced as acceptable is required to submit the

proposed alternate item for evaluation and approval to The Cooperative within the first seven working days after the RFP is released. Proposed alternates should be sent by FAX or next day mail and will not be considered for evaluation past this period.

Proposing firms are specifically instructed to provide full and complete technical information concerning each alternate item, including all similarities and differences. In general, items that are proprietary with availability only to a single vendor will not be approved.

The decision to accept or reject proposed alternatives will be determined solely by the MBTA. If a proposed alternative is found to be acceptable, all potential proposing firms will be notified of this change in the specification. A decision of rejection is final, and need not be explained by the MBTA. Proposing firms not following the "approved equal" rules may be judged as non-responsive by the Cooperative. Non-responsive means the proposal has been declared as not meeting the intent of the product desired for purchase in a major area and therefore will not be considered further in the evaluation for purchase.

8.0 Bidders Authorized Offer

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

1. The attached Response (and corresponding, responsive price information) is a firm offer and shall held open for a period of 120 days following the Bid due date and time specified in the RFP, and it may be accepted by the Cooperative without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, our Response will remain valid for 180 days or until the protest and any related court action is resolved, whichever is later.
2. In preparing this Response, we have not been assisted by any employee of the MBTA whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

3. We understand that the MBTA will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the MBTA, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the Solicitation document.
4. We understand that any Contract awarded, as a result of this Response will incorporate all the Solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in this solicitation, MBTA RFP #09-02, if selected as a contractor.
5. Under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 *et seq.*, no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
6. We **are not** submitting proposed Contract exceptions to this solicitation.
7. The authorized signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Bid.
8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.
9. By submitting this Bid, Bidder hereby agrees to abide by all applicable federal regulations, including those provided in this solicitation in Attachment B.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this Solicitation.

Anthony Matijevech, President

Creative Bus Sales, Inc.

Printed Name, Title

Company Name

Signature

12-17-09

Date

Proposing Firm Name:

Creative Bus Sales, Inc.

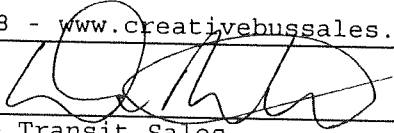
Mailing Address:

13501 Benson Ave. Chino, CA 91710

Phone Number:

(909) 465-5528 - www.creativebussales.com

By: Don White



Contract & Transit Sales



VEHICLE SPECIFICATIONS
AND
BID REQUIREMENTS
FOR
CalACT Class D LOW FLOOR MINIVAN
Attachment A-1

November 2009
Morongo Basin Transit Authority

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TYPE 4, MODIFIED MINIVAN SPECIFICATION REQUIREMENTS

1.0 Scope; MINIVAN-CLASS D

The Modification shall result in increased interior headroom and clearances and improved passenger accessibility provisions for persons with disabilities. The vans are to be converted in accordance with this specification. No modifications beyond the scope of this specification will be allowed. The van shall be a complete, operating vehicle, and, at a minimum, it shall conform in strength, quality of material and workmanship as provided by the automobile industry. The Manufacturer shall be ISO 9001:2000 certified for the design, sale, manufacture of customized buses and multipurpose passenger vehicles. A copy of the certification must accompany the bid submittals. All parts added as a result of the modification process shall be new. The basic van must be a current model year, factory production vehicle which is cataloged by the OEM manufacturer and for which published literature and printed specifications are currently available.

This specification is intended for use in purchasing a completed vehicle(s) with all equipment and accessories needed for its operation. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as needed/required.

The vehicle shall conform in all respects to the following standards, laws, and regulations:

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations, Title 49, Chapter V-National Safety Bureau
- California Code of Regulations (CCR), Title 13
- Americans With Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR, Part 38, Subpart B-Buses, Vans and Systems
- State of California Vehicle Code
- California Health and Safety Code
- California Air Resources Board Regulations
- Original Equipment Manufacturer (OEM) Body Builders Book

1.1 CAPACITY: This minivan shall be capable of carrying in one trip two (2) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver. The vehicle must be convertible to at least five (5)

ambulatory passengers, plus the driver. Conversion to a full ambulatory/mobility aid capacity will be achieved by the use of an "ADA, and FMVSS compliant center mounted, fold up seat.

- 1.2 **ADDITIONAL CAPACITY:** An ambulatory passenger capacity that exceeds five (5) is desired, providing all specification requirements are met herein. Should a capacity larger than five (5) be offered, there shall be no additional price increase. No additional bid preference will be given.
- 1.3 **MODIFICATION:** This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rear most passenger seat and lowered to meet minimum the ADA 56 inch door opening requirement. There shall be no extrusion to any portion of the vehicle roof in meeting the ADA 56 inch door-opening requirement. A manual, fold up mobility aid ramp is to be mounted on the curbside sliding door, and two mobility aid positions will be provided.
- 1.4 **REQUIREMENTS:** All labor, parts, materials, and other items used shall be the best quality available in commercial practice.
 - a) All equipment is required to be new and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
 - b) Engineering changes and modifications shall conform to accepted practices of the Society of Automotive Engineers and other professional organizations, which may establish relevant standards.
 - c) The minivan interior and exterior shall be aesthetically pleasing.
 - d) All exposed metal shall be primed and painted. All metal shall be thoroughly cleaned and primed, including welded joints. Metal parts shall be free of dirt and rust.
- 1.5 **CHASSIS AND PACKAGES:** The model shall be a Dodge or Chrysler Caravan SE with OEM option packages that at a minimum contain items listed in section 1.6
- 1.6 **SUB PACKAGES:** Prior to award, the bidder shall provide a listing, published by the OEM, OEM chassis and packages with these items:
 - a) Front and rear dual air conditioning
 - b) AM/FM stereo with CD
 - c) Dark tinted windows
 - d) Cruise control
 - e) Tilt steering
 - f) Power door locks with remote keyless entry, and power windows
 - g) Largest OEM cooling system available
 - h) Long wheelbase
 - i) Heavy duty cooling

show compliance with the OEM GVWR with all accessories and options installed. A State of California certified weight slip will be required at time of inspection.

- 2.0 ENGINE: The engine shall be a California certified, 3.3 liter flex fuel, E-85, V-6, gasoline engine. The engine shall be a current production model and match the year of the chassis.
- 2.1 TRANSMISSION: The vehicle shall have an automatic transmission, with a minimum four (4)-speed transmission with automatic overdrive.
- 2.2 RADIATOR AND COOLING SYSTEM: The vehicle shall have the heaviest duty available radiator and cooling system, with a coolant recovery system factory installed, and with factory specified coolant.
- 2.3 HOOD: The hood lock release shall be inside the vehicle, easily identified and accessible to the driver.
- 2.4 FLUID MAINTENANCE: The driver must be able to check and fill/top-off all fluid levels from inside the front hood. Dipsticks, filler caps, etc. will be clearly marked for identification using florescent colored tape or coatings.
- 2.5 FLUID LINE PROTECTION: All lines beneath the vehicle which are exposed as a result of the floor modification shall be protected from road damage through the use of corrosion resistant covers or shields, where the Cooperative determines it is appropriate. All covers and shields shall permit accessibility for repairs, maintenance, and inspections. Final design of covers and shields are subject to approval by the State of California. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and rebending OEM brake or fuel lines is strictly prohibited. Hoses under the floor shall have a 3-sided cover which protects them and the hardware which supports them.
- 2.6 BRAKES: The vehicle shall be equipped with an OEM Anti-Lock Brake System (ABS).
- 2.7 PARKING BRAKES: The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light. Parking brakes shall be properly adjusted to factory specifications upon delivery.
- 2.75 ELECTRONIC STABILITY CONTROL: The vehicle shall be equipped with OEM electronic stability control (ESP).
- 2.8 AXLES: The axle capacity rating shall be at least equal or exceed the GVWR of the vehicle. In the event the GAWR ratings exceed the GVWR of the specified chassis, the GVWR rating shall be the basis for all weight calculations.
- 2.9 DRIVE AXLE ANGLE ALIGNMENT: Bidder must submit, prior to award, detailed documentation which shows how OEM-factory specification front drive axle angle

alignment is maintained (i.e. use of spacers, brackets, etc.) after the lowered floor modification.

- 3.0 WHEEL ALIGNMENT: Each completed vehicle shall have a four-wheel alignment prior to final delivery. Documentation of wheel alignment with adjustment data shall be furnished at time of inspection. Alignment must comply with OEM specifications, camber kits must be installed if needed to comply with this requirement. The equipment used to do the alignment shall generate this documentation. This documentation shall include OEM alignment specifications. Hand written documents are not acceptable. Documentation shall include Vehicle Identification Number (VIN).
- 3.4 REPLACEMENT FUEL TANK: Tank, fuel and vent lines, and hardware must meet all current FMVSS standards, including FMVSS 301, as well as all current CARB and EPA requirements (see section 7.7). If the OEM tank is removed during conversion and replaced with an aftermarket tank, documentation from the tank manufacturer or vehicle second stage manufacturer to show compliance to regulations is required with the bid. The tank must replicate OEM capacity and shall be fully calibrated with the OEM dash fuel gauge. Tanks shall be treated or coated so as to resist corrosion for the complete applicable warranty period.
- 3.5 SUSPENSION: The vehicle will retain the complete OEM front and rear suspension with OEM components. Rear suspension must include OEM Load Leveling suspension (SER) to maintain a level position once loaded to full capacity without affecting the ride quality.
- 3.51 POWERTRAIN SUBFRAME INSTALLATION: The area of contact between the power train subframe and the OEM body structure shall be maintained. Installation of spacers shall replicate the OEM contact area between the frame and unibody.
- 3.6 ROAD CLEARANCE: With a full capacity load, the vehicle shall be able to clear a conventional public street speed bump, without making contact with any portion of the vehicle surface, at 10 miles per hour.
 - a) Ground Clearance: With passengers and driver and with all available options installed (FULLY LOADED); there must be a minimum of 4-1/2 inches of clearance between the lowest part of the van and level ground.
- 3.7 WHEELS: The minivan shall be equipped with four (4) OEM Stamped Steel wheels with painted bolt-on wheel covers, 16" minimum, and a matching OEM full size spare.
- 3.8 WHEEL WELLS: Wheel wells shall be OEM. Alteration of the lower portion of the rear wheel wells to accommodate lowered floor shall be done with stainless steel or aluminized steel.

- 4.0 TIRES: Five identical brand and size tires shall be furnished. Tires shall be steel belted radials, the size, load rating and the brand as provided by the OEM for the chassis specified.
- 4.1 SPARE TIRE: The spare tire shall be OEM Stamped Steel Wheel mounted inside the vehicle and secured in an easily accessible carrier as approved by the Cooperative
- 4.2 TIRE CHANGING EQUIPMENT: Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity and other tools necessary for changing the mounted tires and stored in a compartment/container within the vehicle. Such storage space shall not diminish passenger capacity nor block accessory access.
- 4.3 TIRE CHANGE: The vehicle shall have the necessary configuration and clearance on the frame to allow for the use of the OEM jack in changing the tire. The configuration shall meet or exceed the OEM design, and have provisions to prevent jack slippage. Full instructions on the tire changing procedures and towing of a lowered floor minivan shall be provided.
- 4.4 BUMPERS: Front and rear bumpers shall be OEM, shock absorption type.
- 4.5 ELECTRICAL: Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM.
- 4.6 WIRING: All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color coded to match the OEM, with no wires of the same color in the same loom or harness. All harnesses which are modified or added to the vehicle will be secured to the frame at a maximum of two feet intervals with insulated clamps. Plastic wire ties are not acceptable. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-proofed material.
- 4.7 CIRCUIT PROTECTION: All circuits shall be fuse protected and a schematic diagram, of engineering quality, indicating color and function shall be included with each vehicle. All electrical accessories except the radio and lights must be wired through the ignition, and must shut off when the engine is off.
- 4.8 BATTERY: The vehicle must have the heaviest duty available factory installed battery. Battery cables and connectors shall be OEM.
- 4.9 ALTERNATOR: The vehicle charging system will use the largest OEM optional 12-volt alternator available.
- 5.0 HORN: Factory OEM.

- 5.1 GAUGES: The vehicle shall be equipped with OEM needle or digital type gauges or OEM warning lights. All gauges will be installed in the OEM manufacturer's designated positions within the vehicle dashboard.
- 5.2 FRONT AND REAR HEATING: An OEM heating/defrosting system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. Non-OEM heater hoses shall be a continuous run of like material to the OEM heater lines which ran to the heater prior to conversion. No splices between the front and rear connections will be allowed. The lines must be mechanically attached in a manner which replicates the OEM. Whenever possible, and at a minimum, provide attachments to the vehicle structure at no greater than 18-inch intervals. Lines must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system.
- 5.3 FRONT AND REAR AIR CONDITIONING: Air conditioning shall be OEM front and rear mounted, with separate fan controls mounted on the front center console. Rear ceiling mounted A/C controls shall be removed and a new low profile interior panel color matched to OEM interior shall be installed to eliminate head strike. Conversions shall not impede access to front and rear air conditioning components. Non-OEM refrigerant hoses shall be a continuous run of like material to the OEM refrigerant lines which ran to the rear evaporator prior to conversion. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, and compressor oil type and quantity.
- 5.4 INTERIOR LIGHTING: Overhead and lower lighting shall be installed in the interior rear of the vehicle that provides not less than two foot-candles of illumination at the entrance ramp area. This system shall illuminate automatically when the vehicle front and sliding doors are open. A manual switch must be available which overrides any timing device on the interior light system.
- a) Seat Lights: Additional lighting shall be installed in the lower panels of the vehicle which provides a minimum of two foot-candles of floor illumination for the center and rear seats. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling to prevent being a hazard to passengers. Additional lighting shall be wired to work in concert with the OEM interior overhead light switches. All additional lighting must be adequately circuit protected.
- 5.5 EXTERIOR LIGHTING: Exterior lighting shall be installed in accordance with the Federal Motor Carrier Safety Regulations and the California Code of Regulations, Title 13. All lights shall be sealed from moisture and grounded to the body framing structure. The brake light shall not override emergency flashers or turn signals. An OEM center stoplight, two OEM back-up lights, and OEM running lights shall remain factory installed and complete.
- 5.6 LIGHT COMPLIANCE: All accessory vehicle lighting will conform to ADA, 49 CFR, Part 38, and Subpart B.

- 5.7 STEREO: Shall be OEM AM/FM radio with CD and, a minimum of, four factory-installed speakers, 2 front and 2 rear.
- 6.0 HEADLIGHT ADJUSTMENTS: After conversion, the manufacturer will adjust the headlights for proper alignment using appropriate equipment to accurately align headlights per FMVSS requirements prior to delivery.
- 6.1 BODY SPECIFICATIONS: Conversion of a minivan by modifying the sidewalls, or floor, shall require the construction of an internal reinforcement of equal or greater strength which does not destroy or reduce the original integrity or strength of the vehicle against impact. All metal components which are added, as reinforcement shall be professionally seam welded, and shall be made corrosion proof through a commercial primer application or the use of stainless steel or aluminized steel
- a) Interior Height: Shall provide a maximum measurement of 60 inches (plus or minus 2 inches) at the vehicle center of the interior roof to the interior of the vehicle floor.
- 6.2 FMVSS TESTING: Documentation showing successful compliance with FMVSS 571.126, 135, 204, 206, 208, 214, and 216 standards for the current model requested after conversion is required to be provided prior to bid award.
- 6.3 OEM "PASS THROUGH": Documentation by an engineering associate must be provided which states the reasons for OEM "Pass Through" where claimed in lieu of required FMVSS testing. The Cooperative reserves the right to request re-testing if a pass through claim, based on submitted documentation, is deemed inappropriate.
- 6.4 VEHICLE PRODUCTION: The bidder shall submit a vehicle modification production work plan with the bid which describes the processes used when OEM vehicle flooring is cut out and accessibility modifications made. The production work plan shall include the method of bracing, type of cutting, welding, and attachments, and reinforcements which would ensure proper alignment and construction.
- a) Reinforcement: Any modifications to the floor, roof, or sides shall require reinforcement to prevent vibration, drumming, or flexing.
- b) Exterior Panels: Shall be sufficiently stiff to prevent vibration, drumming, or flexing while the minivan is in normal operation.
- c) Structural Securement: All points of contact between longitudinal or cross members and other structural materials shall be welded, or bolted with minimum grade 5 zinc plated, cadmium plated, or galvanized fasteners.

- d) Insulation: The roof and body shall be fully insulated, OEM is acceptable. Add-on insulation shall be glued or affixed in such a manner which does not allow sagging or bunching of the insulation.
- e) Road Noise: At 60 miles per hour, the ambient noise level shall not exceed 89.5 DB measured from the geometric center of the passenger compartment.
- f) Fasteners: All metal hardware and fasteners shall be non-corrosive high strength steel. Clamps shall be fully insulated to prevent premature wear.

6.5 MISCELLANEOUS BODY COMPONENTS:

- a) Windshield Wipers: Intermittent with dual jet washers and multiple speed control.
- b) Rear Window Accessories: The rear window shall have an OEM electric window defogger, wiper, and washer.
- c) Paint: The basic vehicle factory color shall be OEM standard white. Chip guard paint (same color as body) shall be standard. The reference point (for the top) shall be from a point 3 inches above the bottom of an unmodified sliding door. The chip guard shall be applied from this point to the bottom of the rocker panel, and shall extend from the rear of the front wheel opening to the front of the rear wheel opening.
- d) Transit Striping: Transit stripe, 3 inch width, will be installed on each side of the vehicle. Colors available at a minimum shall be: white, red, orange, yellow, green, light blue, and blue. Reference: Stripe shall be 3M reflective tape series 680, or approved equal. The stripe shall be white if user does not choose another color. The stripe will be installed in a professional manner with cutouts for emblems etc. See Drawing "A" Page 19 for install position of stripe.
- e) Rear View Mirror: An interior rear-view OEM mirror with a night driving adjustment shall be installed to afford the driver a view of all passengers.
- f) Side View Mirrors: Each minivan shall be equipped with OEM exterior left and right side mirrors, the largest available, containing a convex/wide view mirror on the right side. Mirrors shall have electric adjustment capability.
- g) Sun Visors: Two OEM fully adjustable sun visors shall be provided.
- h) Sealant, Rust proofing and Undercoating: All exposed floor attachment seams shall be sealed with a high rated butyl caulk. The entire surface of the exterior lowered floor shall have a rust inhibiting coating with a nonflammable resin equal to Tectyl 121 applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current federal and state flammability standards.

6.6

PASSENGER DOORS AND STEPWELLS: The minivan shall have standard OEM driver and passenger front doors; one manual right side mobility aid accessible rear passenger door, with a minimum opening height of 56 inches, a minimum usable width which will accommodate the ramp platform without causing the ramp to contact the door, and the opening bottom shall be a minimum of 9 inches above the ground. Door extensions shall be constructed of stainless steel. Both sliding doors shall have a locking mechanism to securely hold doors in the open position when the vehicle is on a hill.

- a) Ground effects: Vehicle shall incorporate stainless steel or aluminum body extensions on both street and curb side of vehicle. These shall be primed and painted to match the exterior color of the vehicle. See Drawing A for details.
- a) Passenger Door Tracks: Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with the sliding door arms.
- b) Sliding Passenger Door Arms/Brackets: Reinforcement of the sliding door components shall be, at a minimum, adequate to support the excess weight created by the floor and door extensions. Under normal closure conditions, there should be no evidence of door track “flexing” or wobbling.
- c) Sliding Door Closures: The minivan sliding passenger doors shall be easily opened, closed and latched by pulling the door handle with one hand. Full instructions shall be provided on the proper maintenance and periodic adjustment of the sliding door(s).
- d) Locks: OEM remote keyless entry shall be provided with four (4) OEM full function key fobs. All access doors shall have power locks with driver single control capability in the interior.
- e) Sliding Left Passenger Door: An OEM-built second sliding door shall be provided on the rear passenger left side of the vehicle. The door height opening shall be a minimum of 52 inches. The door width shall be as provided by the OEM. The door shall be equipped with an interlock system so that the door cannot be opened beyond the fuel door when the fuel door is open.
- f) Rear Door Emergency Exit: The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle. The vehicle override device shall be mounted on the inside of the rear door to prevent accidental release. The handle shall be coated with a florescent yellow or bright red, for easy identification. A permanent label with a minimum 1/2 inch letters shall be attached near the handle with opening instructions.
- g) Signage: All emergency exits and signs shall comply with the Federal Motor Vehicle Safety Regulations, the California Motor Vehicle Code, and California Code of Regulations Title 13.

6.7 INTERIOR PANELS: All interior panels shall be OEM vinyl/cloth or equal. Materials and treatments shall be flame retardant to meet FMVSS 571.302 and be surface treated for efficient cleaning. Panel fastening devices shall match the color of the panels.

6.8 INTERIOR COLOR: The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be a dark blue/gray, with additional color selections subject to Contractor availability.

7.0 FLOORING:

a) Sub Floor: The interior floor, including area behind rear seat, shall be insulated with minimum 3/8 inch thick marine grade plywood to minimize interior noise. The adhesive used in the production of said plywood must be marine quality.

b) Floor Pan: The floor pan shall be a minimum #16 gauge stainless steel or aluminized steel, with rust inhibiting epoxy primer or equivalent covering the weld joints. The vehicle floor and related components must be structurally sufficient to meet the requirements of FMVSS 207 and 210 for all seating systems and belt anchorages as well as SAE J2249 for the mobility aid restraint system. Said tests must be performed using a representative floor pan vehicle structure. (Bench testing of OEM seats, if modified, that utilize unaltered OEM anchorages may be tested independent of the vehicle.) Testing must be done by an American Association for Laboratory Accreditation, or equal, accredited facility. Seats that do not utilize OEM floor structure must be tested with replacement floor structure. Above testing can be done with floor structure jig mounted if the vendor can validate this test will satisfy FMVSS requirements. Submit testing results prior to award. The resulting floor must be continuous and sealed to provide a watertight interior compartment. The replacement vehicle floor and related components must be corrosion resistant, meeting the requirements for 1000-hr exposure as specified in ASTM B117.

c) Floor Covering Material: The floor surface shall be covered by commercial-grade transit flooring, 1.8mm Altro Transflor Chroma Zeal, or approved equal, possessing anti-skid properties. Rear area behind seats to be covered with rubber material, securely adhered to the subfloor. The floor covering color shall be coordinated with the vehicle interior. The flooring shall be securely bonded to the sub-floor with Altro Eco 20 (or approved equal) water based adhesive for porous surfaces, all non-porous surfaces to use Altro 8165 (or approved equal) contact adhesive. All edges shall be sealed and all seams heat welded to prevent water penetration. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives.

d) Trip Hazards: All areas of the vehicle interior floor shall be level, with no tripping hazards throughout the access area. Mobility Aid restraint tracks, and seat locks

shall be beveled with no sharp edges and will protrude no more than 1/4 inch above the floor surface.

7.1 SEATS AND GRAB HANDLES

- a) All seats are to be manufactured utilizing materials designed to withstand the demands of transit and paratransit use. All visually exposed metal must powder coated or stainless steel. All seat frames must be constructed with heavy-duty steel/tubing and shall be jig welded to insure maximum consistency and durability. There are to be no sharp edges that may snag or injure passengers. All seats and restraints in the vehicle, as specified, must comply with current FMVSS standards, including 201, 202, 207, 208, 209, 210, and 214. Documentation of current model year testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and the vendor can validate that test results, meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. All seat material shall be gray and compliant with Docket 90-A, FTA (ASTM E662/FAR 25.853). The seat material must also be bacterial resistant and conform to ASTM G21 on the face and back. Seat material shall be available in vinyl or fabric at buyer's option at no additional charge. All cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellent treatment that prevents liquids from passing through fabric.
- b) Front Passenger Seat: The seat base shall be adapted to permit easy roll out for mobility aid access, OEM style is acceptable. The seat shall lock and unlock easily from the floor area, and have a positive lock device with visual indicator which assures securement is in place. This shall be highlighted with Yellow or Red to visually identify the latch as not being secure. Foot base for this seat position shall be easily removed from the seat base for easy transport and storage.
- d) Center Row Seat: The center seat shall be a two passenger fold up type, reference Freedman ASSY, 3PT FOLDAWAY, CRS, DBL, SS, Mid Hi, or approved equal, without the outer leg locking floor latch. The seat shall have US arm fold up armrests, or approved equal, on the right side.
- e) Center Row Seat Pedestal Lock: The rear center seat shall have an automatic lock mechanism built into the seat mounting pedestal to prevent the seat from flipping up during left side boarding. The lock must be engineered and installed by the seat provider and meet all specified test requirements.
- f) Center Row Seat Clearance: Fully folded, there shall be a minimum of 45-1/2 inches of clearance from the outer edge of the folded seat bottom cushion/seat structure to the right sliding door opening at inside ramp edge (when deployed).

This shall be measured by drawing an imaginary vertical line from the edge of the seat at its closest point to the door opening.

- g) **Rear Row Passenger Seats:** The rear most passenger seats shall be capable of accommodating three adult size passengers. The seat design shall include a split back design (minimum 50/50, maximum 60/40 design) to allow independent folding of the back rest. OEM split back seat is allowed if it meets all other seat requirements. Seat back shall have a forward dump feature to allow for emergency evacuation. The dump release mechanism must be operational from both the front and the back of the seat. When the back rest is dumped forward, it shall lock in the down position until released with either the front or rear mechanism. When dumped forward, the back rest shall be totally flat and horizontal. The thickness of the seat cushion shall be minimized to facilitate the lowest possible overall seat cushion height. The distance from the top of the seat cushion to the modified floor surface shall not exceed 20 inches. Seats shall come equipped with CRS-225 hooks and rear tether and must comply with FMVSS 225.
- h) **Seat belts:** All seats shall have OEM, or equal 3-point seat belts. Each vehicle shall have two seat belt extenders, one 15 inch and one 9 inch. Seat Belts shall meet or exceed FMVSS 209. Passenger restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Securement devices, both for ambulatory and mobility aid passengers, shall meet all state and federal standards.
- i) **Grab Handles:** Grab handles shall be installed, one on each pillar between the front and side sliding doors, one mounted at the rear of each side sliding door (on the pillar), and one mounted in the interior for the curb side front passenger seat, between the front door and the windshield (5 total grab handles) where already installed, OEM are acceptable. Non-OEM grab handles shall be padded with a non-slip surface for comfort and safety and conform to ADA requirements as listed in 49 CFR, Part 38, Subpart B.

7.2 MOBILITY AID SECUREMENTS:

- a) **Mobility Aid Security and Occupant Restraint Systems:** The securement system shall be Q'Straint Securement System model QRT Q 8300-Max, the QRT Deluxe 8100 series (dual knob) retractor, Surelock Titan, or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. The system(s) shall be flanged "L" continuous track mounted type, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. Each vehicle shall come with two retractable tie-down systems.
- b) **Mobility Aid Securement and Occupant Restraint System(s):** All attachment hardware and anchorages shall meet or exceed the following requirements:

- * 30 mph/20 Impact Test criteria per SAE J2249
- * 36 CFR Part 1192 and CFR Part 38 (ADA)
- * All applicable FMVSS, as amended
- * California Code of Regulations, Title 13

- c) Mobility Aid Securement System: Each vehicle shall be equipped with the number of securement systems as required in Section 1.1 of this specification.
- d) Track Mounting: The system anchorages and/or "L" track shall be mounted to the vehicle floor in accordance with the requirements of the system manufacturer. A copy of the manufacturer's installation instructions must be provided to MBTA prior to award.
- e) Track Installation: As standard, the vehicle shall be equipped with laterally oriented mobility aid restraint track. Track shall include end caps where track does not terminate into the side wall. Floor plans illustrating locations of must be available for review and approval prior to the bid award. Floor plan must comply with requirements as described in "i" below. See drawing "B", Page 19, for current layout.
- f) Occupant Restraint System: For each mobility aid securement system set installed in the vehicle, a corresponding Occupant Restraint System shall also be provided. The Occupant Restraint System shall consist of adjustable lap (pelvic) belt and a shoulder (upper torso) belt, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended.
- g) Belt Web Cutter: A high quality web cutter, for emergency use, shall be provided with each vehicle, along with instructions for use.
- h) Storage Containers: The Contractor shall furnish and permanently install a container within the rear cargo area behind the rear seat to store the First Aid Kit, Blood Borne Pathogen Protection Kit and Reflective Triangles. A container shall also be available or provided to store tie downs. The Cooperative must approve final designs and placement.
- i) Mobility aid and Passenger Placement: The bidder shall furnish drawings of proposed seating arrangements, including spaces for two (2) mobility aid positions, with one minimum clearance area of 30 inches by 48 inches. The bidder must indicate sufficient space for placing/boarding two mobility aids, one position in the rear passenger area and one position in the front passenger area. At a minimum, the securement location(s) and area(s) shall meet all applicable ADA requirements.

- 7.3 MOBILITY AID RAMP: The vehicle shall be equipped with a manually-operated, folding, mobility access ramp which folds and unfolds through the right side door. The ramp must also swing out of the doorway about a nominally vertical axis providing clear access for ambulatory passengers. Ramp and all components shall

leave a clear path to and from the rear and center seats with no trip hazards. Bidders shall provide illustrations of their ramp construction, which must be built to withstand heavy transit use. This ramp shall comply with ADA, 49 CFR Section 38.23(c) and 38.25(b). The fold and unfold motion of the ramp must be counterbalanced so that the force exerted by the operator does not exceed 15 lbs. damped so that, in the event the ramp is allowed to free fall, no point along the ramp length shall move faster than 18 inches/second.

- a) Obstruction: The installed ramp shall not obstruct the view of the driver through any vehicle window.
- b) Usable Width: The ramp shall have a minimum usable width of 30 inches and a slope meeting the requirements of ADA, 49 CFR, Section 38.23(c) Vehicle Ramp (5) Slope.
- c) Tensioning Device: The ramp shall have an adjustable tensioning device installed that prevents rattling of the ramp while folded up inside the vehicle, during driving.
- d) Mechanism: Both handle and cable or pull mechanism that releases ramp for swing away operation must be reinforced for transit use. The handle must be highlighted with florescent coloring for easy identification.
- e) Hardware and Ramp Bracket: The ramp bracket shall be constructed of heavy gauge steel, reinforced to prevent bending and covered with illumination type paint or coating for easy visibility while boarding. The bracket shall be as streamlined as possible and shall have a cover to remove sharp edges. Self-lubricating bearings will be used where necessary. The ramp bracket attaching hardware shall be a minimum of grade 5, and shall be the self-locking type to prevent loosening.

7.5 MISCELLANEOUS RAMP:

- a) Ramp Surface: The ramp surface shall be continuous and made skid resistant through an epoxy/powder coating or similar permanent application, have no protrusions from the surface greater than ¼ inch and shall accommodate both four-wheel and three-wheel mobility aids.
- b) Ramp Load: The ramp shall support a load of 750 lbs., placed halfway up the ramp distributed over an area of 26 inches by 26 inches, with a safety factor of at least three (3) based on the ultimate strength of the material.
- c) Ramp Visibility: An outline of 1 inch safety approved reflective tape, 3M or equivalent, shall run along both sides of the ramp and the outer and inner edge for increased visibility. Reflective yellow or white is required.

7.6 VEHICLE PREPARATION: Upon final delivery, a copy of the weight certificate and wheel alignment shall be provided. The vehicle(s) will be washed externally and cleaned internally, in a professional manner. Vehicles with road dust and mud, dirty

carpets and floor, streaked and smudged windows, etc. will not be accepted at the delivery site.

7.7 CALIFORNIA EMISSIONS: Vehicle engine and fuel system must have Certified California Emissions; Documentation must be provided prior to award.

7.8 SAFETY EQUIPMENT: All safety equipment shall be OSHA and Title 13 compliant, clearly marked, installed and secured to the vehicle, and must be easily accessible to the driver. Installation shall not interfere with passenger or driver entry or exit.

- a) First Aid Kit: A minimum 10-unit first-aid kit shall be furnished and mounted in the rear storage container which meets the requirements of the California Code of Regulations, Title 13 Section 1243.
- b) Blood Borne Pathogen Protection Kit: A blood borne pathogen protection kit with case shall be furnished and mounted in the rear storage area of the vehicle.
- c) Fire Extinguisher: One metal or plastic constructed California Highway Patrol approved minimum 2.5 lb. 4BC fire extinguisher shall be provided, containing a gauge to indicate the state of charge and an automotive-type bracket with easy release strap for storage/securement. The extinguisher shall be mounted in the rear storage area of the vehicle. The fire extinguisher is to be inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.
- d) Reflective Triangles: One set of three triangle warning devices, in a container, meeting the requirements of FMVSS 571.125 and approved by the California Highway Patrol.
- e) Dash Warning Light: A red, flashing, heavy duty warning light, a minimum 1 inch in diameter, will be installed on the driver's side dash panel, in an area clearly noticeable to the driver in a seated position, and activated when right or left sliding door are open or ajar and the ignition switch on. The light lens or trimming shall be clearly lettered, "door ajar."
- f) Backup Alarm: A heavy-duty, weatherproofed warning alarm, ECCO #530 or 575, or approved equal, shall be provided which is readily audible from the outside when the transmission is in reverse.
- g) Air Bags: Front airbags shall be installed and equipped for the model specified by the OEM, and will meet all Federal and State Safety Standards.
- h) Rear Cargo Restraint: The rear cargo area will have web-like nylon/elastic netting to secure objects.
- i) Control Interlock: The curbside sliding door shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved

when the curbside slide door is open. The interlock shall be a fully automatic, solid state, microprocessor controlled unit (Ref. Intermotive ILIS 602G) or approved equal. Interlock shall utilize an LED display panel to show subsystem status and integrated into the dash. The Interlock must prevent driving the vehicle with parking brake left on. The Interlock must meet ADA Title 49 Lift Interlock requirements.

- j) Yellow Safety Tape or Coating: The interior folding ramp pivot hinge and center folding seat base shall be covered with a yellow tape or coating to provide contrast. Both curb side and street side door openings shall have a two inch yellow band across the edge of the door opening. The band shall be Altro floor material intended for step edges and installed flush with the existing Altro floor material and per manufacturer's instructions.

8.0 PUBLICATIONS AND PRINTED MATERIALS: Each vehicle will have complete set of operation, quality assurance, and warranty publications.

Operation Manual: A complete operations manual will be provided which covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility aid ramp deployment, deployment of seats, and related equipment.

Quality Assurance Checklist: A quality assurance checklist will be completed by the Contractor which documents a thorough inspection of each vehicle by a company representative immediately after construction and identifies any needed corrective action for specification compliance.

Warranty Information: Each vehicle will have a published listing of Contractor warranty repair locations, including address, telephone number, contact name & location maps.

8.1 OPTIONS:

a) Power sliding curbside door

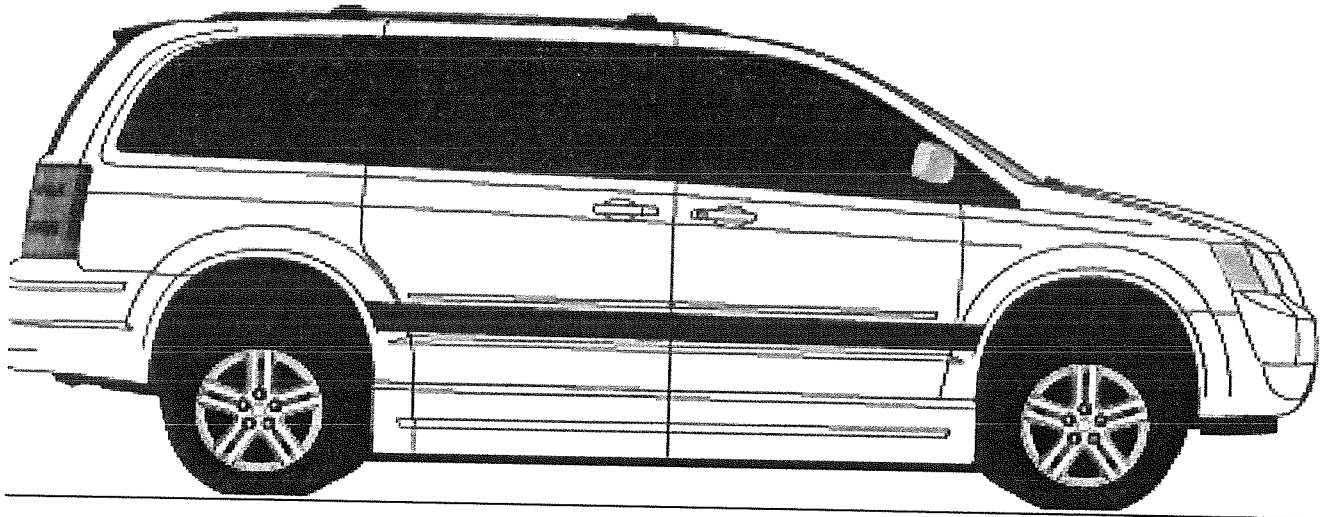
b) Portable/removable ramp.

c) Credit for center foldaway seat

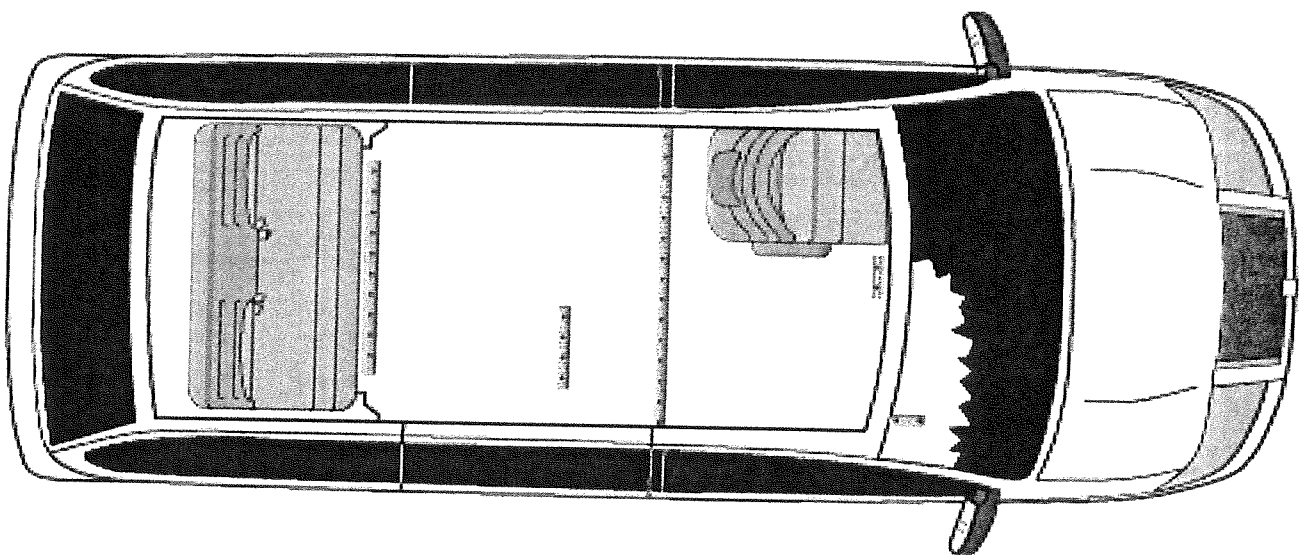
d) Seat belt monitoring for rear seat position, copilots removable seat and drivers seat. System to warn passenger when passenger belt is not buckled with passenger in place and of vehicle movement. Ref: Intermotive Seat Belt Monitoring System

8.2 Vehicle Drawings

DRAWING A



DRAWING B



9.0 CONTRACTOR REQUIREMENTS & NOTES

WARRANTY: The warranty of each unit shall include the chassis, engine, drive train, modifications, etc., and shall be equal to the current OEM standard warranty and shall start on the date of acceptance. The Contractor will coordinate warranty issues during the standard warranty period for all OEM and conversion manufacturer products.

Each contractor shall describe his/her policy and procedures concerning warranties, both on workmanship and material, as applying to this equipment, and the contractor's/manufacturer's method of adjustment. The final stage manufacturer and Contractor shall assume the responsibility and warranty for all materials and accessories used in the vehicles, whether they are made by the manufacturer or purchased from an outside source for a minimum warranty of three (3) years or 36,000 miles. A copy of OEM warranty and manufacturer's warranty shall be provided for each unit. The California Department of Transportation shall not be considered to be a dealer; however, the Contractor shall provide The Cooperative a copy of any recall notice.

Any modification added to the base OEM vehicle that is required to be removed from the vehicle to perform warranty work will be at the cost of the Contractor.

All warranty repairs will be the responsibility of and under the control of the Contractor.

Fleet Defects: A Fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of vehicles delivered under this contract. For the purposes of this bid, identical defects occurring in 25 percent of the vehicles delivered shall be considered a "Fleet Defect." The Contractor shall correct a fleet defect under the warranty provisions. The Contractor then is responsible to perform inspections and take corrective action for all vehicles that incorporate the item having been found to be a "Fleet Defect." This inspection/repair action shall also be required on any vehicle that is no longer under the standard warranty if it still meets the time or mileage requirements of the warranty.

SERVICE WARRANTY: Any recognized service or warranty work required, which is performed by the Contractor, under the Contractor's or manufacturer's warranty shall be at a location within the state and will be the responsibility of and paid for by the Contractor. This location must be within two (2) hours travel time of the recipient's location or the Contractor must provide warranty work certification to a local shop capable of performing the work.

EXPERIENCE: Each bidder shall submit evidence of his/her ability and experience to provide the equipment described in these specifications with the bid, by including a list of five users' names, addresses, and telephone numbers who have been provided similar equipment on the same chassis from the same

Contractor/manufacturer during the past two years. If a newly manufactured vehicle is bid, the Cooperative will determine the acceptability and qualifications of the manufacturer. The Cooperative' decision shall be final.

PARTS: An adequate stock of repair parts and qualified service facilities must be readily available in California, and must be available and delivered to the transportation providers repair shop within 72 hours of the time requested/ordered from the Contractor.

The Contractor will bear all reasonable financial costs for providing backup service from alternative sources, for failure to provide repair parts within the 72-hour time limit; and will bear all such costs until the parts are received. Freight and transportation for the parts is the responsibility of the Contractor and use of overnight delivery is required when the bus is put out of service due to the needed parts. If overnight delivery is not available the part must be sent by the fastest method available and at a minimum using UPS Ground Trac.

INSPECTION: The intent of this inspection is to resolve as many discrepancies, as possible, on the equipment and allow the manufacturer the opportunity to correct the discrepancies while the equipment is still in the manufacturer's plant and before shipment to California. The cost of these inspections will be paid by the agency identified on the purchase order. This inspection in itself will not constitute acceptance of the vehicle. Final acceptance will be made upon delivery of an acceptable product complying with the specifications at the designated location indicated on the purchase order. The vehicles are to be transported to the contractor from the vehicle manufacturer. If the odometer reading exceeds 300 miles at the time of delivery there will be a charge of five dollars (\$5.00) per mile for each vehicle payable to the purchasing agency or deducted from the vendor invoice.

Upon bid award, a preproduction meeting is required at the manufacturer's facility. The meeting will include at a minimum, representative(s) from the successful manufacturer, dealer and representative(s) from the Cooperative. A vehicle built to specification will be available for inspection prior to the start of the meeting. For out-of- state travel the Contractor/manufacturer will pay the travel and per diem expense for up to two (2) Cooperative representatives. The Cooperative is to be notified in writing, a minimum of 30 days prior to the meeting date. The successful bidder will pay upon the Cooperative's request the inspection fees and travel expenses for one (1) independent inspection consultant per vehicle directly invoiced to the successful bidder.

The Contractor/manufacturer can request additional in-plant inspections during the design and construction of the vehicles, upon contract award. The Contractor/manufacturer as detailed above must pay all travel costs. Vehicle's inspected out-of-state at the manufacturer's plants, which do not comply with the specifications, will not be approved for shipment to California. Twenty (20) calendar days will be allowed to correct all deficiencies. Additional inspection trips for

compliance will be at the expense of the Contractor and include all expenses (meals, lodging, and transportation).

Prior to delivery, each vehicle shall be inspected and serviced by the Contractor or by an authorized dealer of the manufacturer in a service shop within California. The Vehicle will be inspected for compliance to vehicle specifications, FMVSS and Buy America requirements. The purchasing agency inspector is to be contacted a minimum of three (3) business days prior to vehicle being ready for inspection. A service technician is to be available to the inspector to correct and note deficiencies that are identified while the inspector is on the premise. A written copy of the inspection is to be provided to the purchasing agency at the time of delivery. Non compliant items that are noted by the inspector will need authorization by the inspector verifying that the deficiency has been corrected prior to delivery.

SERVICE: The vehicle service shall include not less than the following prior to delivery:

1. Check all fluid levels and fill as necessary. This inspection must include engine oil, hydraulic oil, transmission fluid, coolant level and mixture, battery levels, brake fluid, differential oil, washer fluid.
2. Complete wash and detail of the vehicle prior to delivery and inspection.
3. Full tank of fuel at the F.O.B. point.
4. Check to insure proper operation of all accessories, gauges, lights, mechanical, and hydraulic features. Particular attention shall be given to door alignment, lift operation, weather-stripping, hardware, paint condition and tagging of cooling system.
5. A copy of the pre-delivery inspection and all subsequent inspections by contract inspectors are to be provided to the receiving agency upon delivery.
6. A copy of a certificate from a State (state of final builders location will be accepted for the purpose of bid review) certified scale showing the unladen weight of the vehicle, with a full fuel tank, as specified must be submitted with the bid.

ACCEPTANCE: Final acceptance will be made upon delivery of acceptable products complying with the specifications at the designated locations in the purchase order and signature of acceptance by the agency listed on the purchase order.

Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or a material defect appearing even after final payment has been made.

VEHICLE REGISTRATION DOCUMENTS REQUIRED: The Contractor shall register all vehicles as per buyer's requirements. A certification of compliance for vehicle emissions must be supplied at the time of delivery of each unit.

GENERAL: All equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, must be furnished and included in the purchase price of each vehicle.

Complete printed specifications, published literature, and photos, or illustrations of the basic unit or units that the bidder proposes to furnish must be provided prior to Award. Bids will not be considered if the Contractor's designated F.O.B. delivery destination is other than that stated in the invitation to bid.

Bids will be considered only from a manufacturer having a California representative carrying an adequate supply of repair parts in California. This representative shall have the capability of performing all warranty work in the State of California.

The manufacturer shall provide full and competent engineering services to handle any, and correct all problems associated with the performance of this equipment. At least one qualified service representative shall be available to render prompt service.

All equipment/options are to be factory installed. If the equipment/options are not available for factory installation, dealer installed equipment/accessories may be acceptable to meet the specifications. Any component added to the vehicle by the dealer must meet manufacturers approved instructions for additions. The bidder is to specify those items that will be dealer installed.

Modifications to the vehicles may be performed by final-stage manufacturers only if National Highway Traffic Safety Administration certifies them and are registered to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567-568. In addition, all modifications must be in accordance with the OEM guidelines for building on an incomplete chassis (i.e. Ford's Quality Vehicle Modifiers guidelines and body builder's manual). The vehicle manufacturer must be ISO 9001 certified and a copy of the certifications must be submitted with the bid documents.

Due to the critical nature of this product, the requirements of these regulations and standards will be strictly enforced. It is the Contractor's responsibility to obtain current copies of the regulations for bidding and/or construction purposes.

The Contractor is required to provide certification affixed to each vehicle that each unit meets or exceeds all State and Federal requirements as of the date of manufacture. California Air Resources Board (CARB) re-certification must be supplied for any components not supplied with the OEM chassis that effects the fuel or exhaust system. Provide copies prior to award.

The final-stage manufacturer will be required to provide all test data, drawings, etc., relating to the certification of the vehicle as an accessible vehicle. Upon delivery, it

shall be the supplier's responsibility to provide any evidence necessary that the product fully meets all requirements of this set of specifications.

QUALITY OF MATERIALS: Whenever, under the contract documents, it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured article shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation.

Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All visible welds shall be ground smooth. Where metal is welded, the contact surface shall be free of scale, spatter, and grease and shall be treated to preclude rusting.

INVOICE PAYMENTS: Manufacturers invoice(s) submitted to the agency identified on the purchase order for payment must include the tax exemption for handicapped equipment (California Revenue and Taxation Code Section 6394.4).

10.0 BIDDERS REQUIRED SUBMITTALS

I, Anthony Matijevich, of Creative Bus Sales, Inc. certify that I have read and will comply with all bid materials and requirements as stated in the bid materials. Please initial Next to each item that you have completed, understand, submitted and will comply with the following:

Low Floor Minivan, Class D:

To be included with the bid:

- 1) A copy of the Manufacturer's ISO 9001: 2000 Certification
- 2) Vehicle Weight Requirements
 - a) GVWR Certification
 - b) Passenger Load schematic that shows the passenger seat positions
 - c) Unladen Weight certificate from a state certified scale
 - d) Payload Weight detail demonstrating GVWR compliance
 - e) GAWR Compliance
- 3) Replacement Fuel Tank documentation from the tank manufacturer to show compliance with FMVSS standards, CARB and EPA requirements.
- 4) Verification of two years experience

Prior to award:

- 1) Evidence that bidder holds a valid distributor agreement from the bus manufacturer or is the bus manufacturer.

- 2) FMVSS Testing: Documentation showing successful compliance with FMVSS 571 126,135,201,202,204,206,207, .208,209,210, 214, 216,and 302 standards or OEM "Pass Through" with reasons for OEM "Pass Through") FMVSS Compliance documentation for current model year and seats.
- 3) Certificate of California Emissions compliance
- 4) Track Mounting; copy of manufacturer's installation instructions.
- 5) Documentation that shows how Front Drive Axle Angle Alignment is maintained after lowered floor modification.
- 6) Sub Packages-Listing of OEM chassis and packages published by the OEM with listed items.
- 7) Complete printed specifications, published literature, and photos of the basic unit or unit that the bidder proposes to furnish.

At time of inspection/ delivery (acceptance) of each unit:

- 1) A State of California certified weight slip
- 2) Documentation of wheel alignment with adjustment data including Vehicle ID number
- 3) A schematic diagram of engineering quality indicating color and function of circuit protection
- 4) Operation Manual, Quality Assurance Checklist, Warranty Information
- 5) Pre-delivery inspection and all subsequent inspections by contract inspectors
- 6) Certification of compliance for vehicle emissions
- 7) Complete printed specifications, published literature, and photos or illustrations of the units.
- 8) Final-stage manufacturer to provide all test data, drawings relating to the certification of the vehicle as an accessible vehicle.

Upon Request:

- Any Information that the Cooperative deems appropriate.

11.0 Base Price (Pre-tax as specified in this submission). Mark "No-Bid" if your firm is not proposing for a particular vehicle class

11.1 Class Base D _____

11.2 EVALUATED OPTIONS:

- a) Power sliding curbside door _____
- b) Portable/removable ramp. _____
- c) Credit for center foldaway seat _____
- d) Seat Belt Monitoring System _____

NOTE-PRICING IS NOT TO BE PROVIDED WITH INITIAL SUBMISSION, MBTA WILL REQUEST THIS INFORMATION AND PROVIDE FURTHER INSTRUCTIONS WHEN APPROPRIATE



**Attachment B
CalACT/MBTA Vehicle Purchasing Cooperative**

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND STATE OF
CALIFORNIA BIDDER'S REQUIREMENTS AND CERTIFICATIONS**

November, 2009

1. CIVIL RIGHTS REQUIREMENTS

Creative Bus Sales, Inc.

Bidder's Name

Hereby certifies that:

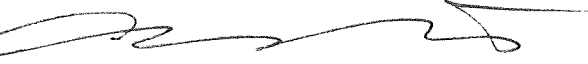
- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Successful Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Successful Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Successful Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable

Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Successful Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Successful Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Successful Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.
- (3) The Successful Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I am authorized to make this verification on behalf of the supplier. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as those matters I believe them to be true. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on 12-17-09 at Chino, California
Date City

Signature 

Printed/Typed Anthony Matijevich

Title

President

**2. CERTIFICATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT OF 1990**

The Bidder hereby certifies that it shall comply with all requirements contained in 49 CFR 37, Transportation Services for Individuals with Disabilities (ADA) as it relates to bus design or special equipment as provided in the Vehicle Specifications and Bid Requirements for Accessible Paratransit Vehicles.

Anthony Matijevich, President - Creative Bus Sales, Inc.

Name and Title of Authorized Representative



12-17-09

Signature

Date

2. CERTIFICATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT OF 1990

The Bidder hereby certifies that it shall comply with all requirements contained in 49 CFR 37, Transportation Services for Individuals with Disabilities (ADA) as it relates to bus design or special equipment as provided in the Vehicle Specifications and Bid Requirements for Accessible Paratransit Vehicles.

Monte Borman Senior Sale Coordinator
Name and Title of Authorized Representative

Monte Borman 12-7-09
Signature Date

3. BIDDER'S CERTIFICATION OF "BUY AMERICA" COMPLIANCE

The Successful Bidder agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a wavier has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-contractors.

The bidder must attach documentation that supports the information provided below.

<u>COMPONENT</u>	<u>COMPONENT MANUFACTURER</u>	<u>COUNTRY OF ORIGIN</u>	<u>PERCENTAGE OF VEHICLE COST</u>
Engine	N/A		
Transmission			
Front Axle Assemblies			
Rear Axle Assemblies			
Drive Shaft Assemblies			
Front Suspension			
Rear Suspension			
Air Compressor and Pneumatic Systems			
Alternator and Electronic Systems			
Steering System			
Air Conditioning Evaporator			
Condenser Assemblies			
Heating Systems			
Passenger Seats			
Driver's Seat Assemblies			
Window Assemblies			
Entrance and Exit Door			

Door Control Assemblies	_____	_____	_____
Interior Lighting	_____	_____	_____
Front and Rear End Caps	_____	_____	_____
Front and Rear Bumper	_____	_____	_____
Aluminum Extrusions	_____	_____	_____

<u>COMPONENT</u>	<u>COMPONENT MANUFACTURER</u>	<u>COUNTRY OF ORIGIN</u>	<u>PERCENTAGE OF VEHICLE COST</u>
Steel or Fiberglass	_____	_____	_____
Exterior Panels	_____	_____	_____
Interior Trim	_____	_____	_____
Flooring	_____	_____	_____

4. BUY AMERICA COMPLIANCE

The following is the actual location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly:

FINAL ASSEMBLY COST \$ N/A

5. BUY AMERICA COMPLIANCE

Certification requirement for procurement of buses, other rolling stock and associated equipment.

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

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date 12-17-09

Signature



Anthony Matijevich

Company

Creative Bus Sales, Inc.

Name

Title

President

5. BUY AMERICA COMPLIANCE

Certification requirement for procurement of buses, other rolling stock and associated equipment.

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

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date 12-7-09

Signature Mate E...

Company El Dorado National Name

Title Senior Sales Coordinator

6. BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PLAN

The bidder certifies that it has complied with 49 CFR 26.49, which requires each transit vehicle manufacturer to establish and submit for the Federal Transit Administration approval of annual overall percentage goal for the participation of disadvantaged business enterprise. Transit vehicle manufacturers must set their goals based on the principles in 49 CFR 26.45.

The Bidder for Manufacturer hereby certifies that it has on file with the Federal Transit Administration, a Disadvantaged Business Enterprise Plan.

BY: Anthony Matijevidh

TITLE: President, Creative Bus Sales, Inc.

MANUFACTURER: ElDorado National

DATE: 12-17-09

6. BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE PLAN

The bidder certifies that it has complied with 49 CFR 26.49, which requires each transit vehicle manufacturer to establish and submit for the Federal Transit Administration approval of annual overall percentage goal for the participation of disadvantaged business enterprise. Transit vehicle manufacturers must set their goals based on the principles in 49 CFR 26.45.

The Mfg. / El Dorado National hereby certifies that it has on file with the Federal Transit Administration, a Disadvantaged Business Enterprise Plan.

BY: Mark Som
TITLE: Senior Sales Coordinator
MANUFACTURER: El Dorado National
DATE: 12-7-09

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Successful Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Successful Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**8. BIDDERS' CERTIFICATION OF ENERGY CONSERVATION,
AIR QUALITY, AND CLEAN WATER COMPLIANCE**

Company/Organization Name:

Creative Bus Sales, Inc.

The third party contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named contractor will:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251 et seq.
3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Report any violation of these requirements by a sub-recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Company: Creative Bus Sales, Inc.

Official's Name: Anthony Matijevech

Title: President

Date: 12-17-09

**8. BIDDERS' CERTIFICATION OF ENERGY CONSERVATION,
AIR QUALITY, AND CLEAN WATER COMPLIANCE**

Company/Organization Name:

El Dorado National

The third party contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named contractor will:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
2. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251 et seq.
3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Report any violation of these requirements by a sub-recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Company: El Dorado National
Official's Name: Monte Borman
Title: Senior Sales Coordinator
Date: 12-7-09

9. CARGO PREFERENCE

The Successful Bidder agrees:

- a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Successful Bidder in the case of a subcontractor's bill-of-lading.); and
- c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

32. FEDERAL CHANGES

The Successful Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (From FTA Master Agreement (12) dated October 1, 2005) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Successful Bidder's failure to comply shall constitute a material breach of this contract.

10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Successful Bidder shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause FTA Grantee to be in violation of the FTA terms and conditions.

11. FLY AMERICA REQUIREMENTS

The Successful Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Successful Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Successful Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Anthony Matjevich, hereby certify on behalf of
Creative Bus Sales, Inc., that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions
as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 CFR 1413).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, Contracts under grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

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

Executed this 17th day of December, of 2009.

BY:



(Signature of Authorized Official)

President - Creative Bus Sales, Inc.

(Title of Authorized Official)

12. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Monte Sorman, hereby certify on behalf of El Dorado National, that:

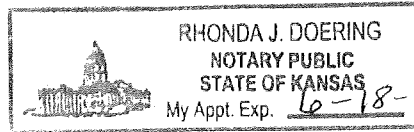
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 CFR 1413).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, Contracts under grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

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

Executed this 10th day of Dec., of 2009.

BY: Rhonda J. Doering
(Signature of Authorized Official)



Notary Public

(Title of Authorized Official)

13. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 CFR Part 663

Pre-Award and Post-Delivery Audit Requirements - The Bidder agrees to comply with 49 U.S.C. Section 5323(L) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Respondent certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Bidder shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Bidder shall submit 1) manufacturer's FMVSS self-certification sticker information per vehicle that the vehicle/s comply/ies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

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

Certificate of Compliance

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

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

Date 12-17-09

Signature



Anthony Matijevich

Company

Creative Bus Sales, Inc.

Name

Title

President

Certificate of Non-Compliance

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

Date

12-7-09

Signature

Mato Som

Company

El Dorado National

Name

Title

Senior Sales Coordinator

STATE OF CALIFORNIA

14. DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (NEW 11-90)

Creative Bus Sales, Inc.

COMPANY/ORGANIZATION NAME:

The Bidder named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Bidder or grant recipient will:


1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition.
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs,
 - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - i. Abide by the terms of the company's policy statement, and
 - ii. Notify the employer (Bidder) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (ii) from an employee or otherwise receiving actual notice of that conviction. The Bidder, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:

- (a) Taking appropriate personnel action against that employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The Bidder agrees to maintain a list identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Date
12-17-09

Signature  Anthony Matijevich

Company Creative Bus Sales, Inc. Name

Title President

STATE OF CALIFORNIA

14. DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (NEW 11-90)

El Dorado National

COMPANY/ORGANIZATION NAME:

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 - (a) The dangers of drug abuse in the workplace,
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 - (c) Any available drug counseling, rehabilitation, and employee assistance programs,
 - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
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4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - i. Abide by the terms of the company's policy statement, and
 - ii. Notify the employer (Bidder) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (ii) from an employee or otherwise receiving actual notice of that conviction. The Bidder, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
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- (a) Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The Bidder agrees to maintain a list identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Date 12-7-09

Signature Matt Sumner

Company El Dorado National Name

Title Senior Sales Coordinator

15. TERMINATION

49 U.S.C. Part 18 FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The MBTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Cooperative's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the MBTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the Cooperative, the Contractor will account for the same, and dispose of it in the manner as the MBTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver the vehicle(s) in accordance with the contract delivery schedule, or, if the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the contract, the MBTA may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this Contract.

If it is later determined by the MBTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or other events which are not the fault of, or are beyond the control of, the Contractor, the Cooperative, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

c. Opportunity to Cure (General Provision) The MBTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure or correct the defect. In such case, the Notice of Termination will state the time period in which cure or correction is permitted and other appropriate conditions

If Contractor fails to remedy to the MBTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) business days after receipt by Contractor of written notice from the County setting forth the nature of said breach or default, the MBTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the MBTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the County elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Contract, such waiver by the MBTA shall not limit the MBTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to procuring agency, the Federal Government, and/or the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that

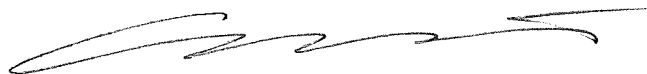
the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the Bidder certifies as follows: (1) The lower tier participant certifies, by submission of this proposal, that neither it, nor its principals as defined at 49 CFR Part 29.995 or affiliates, as defined by 49CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction as defined by 49 CFR 29.904, or by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Anthony Matijevich, President

Name and Title of Authorized Representative



12-17-09

Signature

Date

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the Bidder certifies as follows: (1) The lower tier participant certifies, by submission of this proposal, that neither it, nor its principals as defined at 49 CFR Part 29.995 or affiliates, as defined by 49CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction as defined by 49 CFR 29.904, or by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Monte Borman Senior Sales Coordinator
Name and Title of Authorized Representative

Monte Borman 12-7-09
Signature Date

17. PRIVACY ACT

5 U.S.C. 552

Flow Down

The Federal Privacy Act requirements flow down to each third party Contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. Section 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1E

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of the County of Los Angeles. This decision shall be final and conclusive unless within ten (10) business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations (CFR), Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate Contract goal of DBE participation has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the Termination of this Contract, or such other remedy, as the County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this Contract is conditioned on submission of the following prior to award. :

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Bidder's commitment; and
6. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
 - a. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- b. The Contractor must promptly notify MBTA, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Flow Down

These requirements flow down to the Contractor and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

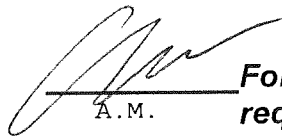
- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Bidder, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. BUS TESTING COMPLIANCE

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

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

NOTE:


A.M.

Following notification of the bid award, the successful bidder will be required to submit a copy of the bus testing report or provide a date, prior to the final acceptance of the first unit, on which the test report will be provided. (Bidder to initial in the space provided.)

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NOTE:

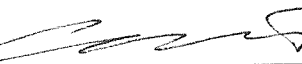
MB _____ ***Following notification of the bid award, the successful bidder will be required to submit a copy of the bus testing report or provide a date, prior to the final acceptance of the first unit, on which the test report will be provided. (Bidder to initial in the space provided.)***

22. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle to be manufactured in response to this bid complies with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR, Part 665. The undersigned further certifies that a copy of the bus testing report will be provided to the bidder prior to the delivery of the first unit, excepted in the case of a vehicle placed in mass transportation service prior to October 1, 1988 that is being produced with no major changes in configuration or components.

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

Date: 12-17-09

Signature:  Anthony Matijevich

Company Name: Creative Bus Sales, Inc.

Title: President

22. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle to be manufactured in response to this bid complies with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR, Part 665. The undersigned further certifies that a copy of the bus testing report will be provided to the bidder prior to the delivery of the first unit, excepted in the case of a vehicle placed in mass transportation service prior to October 1, 1988 that is being produced with no major changes in configuration or components.

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Date: 12-7-09

Signature: Mab Som

Company Name: El Dorado National

Title: Senior Sales Coordinator

23. FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION

I, Anthony Matijevich, certify on behalf of

Manufacturer, ElDorado National that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date
12-17-09

Signature 
Anthony Matijevich

Company Creative Bus Sales, Inc. Name

Title
President

23. FEDERAL MOTOR VEHICLE SAFETY STANDARD CERTIFICATION

I, Monte Borman, certify on behalf of

El Dorado National that the vehicles to be manufactured comply with relevant Federal Motor Vehicle Safety Standards.

Date 12-7-09

Signature Monte Borman

Company El Dorado National Name

Title Senior Sales Coordinator

24. ACCESS TO RECORDS AND REPORTS

1. Where the Purchaser is a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator, or his authorized representatives, including any PMO Bidder access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Bidder, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital, or other non-profit organization, and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 CFR 19.48, Bidder agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives with access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) 1) through other than competitive bidding, the Bidder shall make available records related to the contract to the Purchaser, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Bidder agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of

termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Bidder agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. The FTA does not require the inclusion of these requirement in subcontracts.

25.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) **Overtime requirements** - No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The County shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- (5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

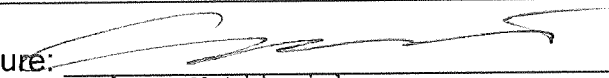
classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

26. BIDDERS REQUIRED SUBMITTALS AND ASSURANCES

I, Anthony Matijevich, of Creative Bus Sales, Inc. certify that I have read and will comply with all bid materials and requirements including the terms and conditions of the Federal requirements and contract clauses as they apply listed herein and in Appendix A.1 of the FTA Best Practices Procurement Manual. Federal requirements will apply to the contract and if those requirements change then the changed requirements will apply. The contractor agrees to all provisions stated in this Invitation for Proposals and shall be considered to be included in the contract between the Purchaser(s) and the successful proposer.

I, Anthony Matijevich, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of California, under license # 29057 an

Date: 12-17-09

Signature: 
Anthony Matijevich

Company Name: Creative Bus Sales, Inc.

Title: President

27. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

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

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

28. CalACT/MBTA RECYCLED PRODUCTS STATEMENT

CalACT/MBTA Cooperative RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

29. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the **CONTRACTOR** must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.

30. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECT'S," 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

31. Registration Requirements. The **CONTRACTOR** and all subcontractors must obtain a Dun and Bradstreet Data Universal Number (DUNS), (<http://www.dnb.com>), or update the existing DUNS record, and register with the Central Contractor Registration (CCR) (<http://www.ccr.gov>). The **CONTRACTOR** shall ensure that all third party contractors and subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR).

32. Audit and Records—Negotiation.

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General.—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

33. Whistleblower Protections under the American Recovery and Reinvestment Act of 2009.

(Mar 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

34. American Recovery and Reinvestment Act—Reporting Requirements.

(MAR 2009)

(a) *Definitions.* As used in this clause—

“Contract”, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one

part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

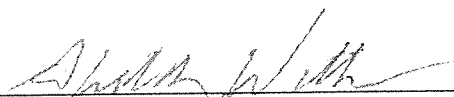


Eldorado National			
Amerivan - Chrysler / Dodge - 2010			
Date: <u>13 Apr 09</u>		Rev: _____	By: <u>Ken Huser Technical</u> Advisor _____
F/CMVSS Number	Title	Level of compliance Discussion of results of review	Required documentation Method of demonstrating compliance
101	Location and Identification of Controls and Displays	The vehicle meets F/CMVSS 101 requirements.	No alterations are made to the OEM controls and displays as provided by the vehicle manufacturer. OEM pass through.
102	Transmission Control Functions	The vehicle meets F/CMVSS 102 requirements.	No alterations are made to the OEM transmission control system as provided by the vehicle manufacturer. OEM pass through.
103	Windshield Defrosting and Defogging	The vehicle meets F/CMVSS 103 requirements.	No alterations are made to the OEM defrosting and defogging system as provided by the vehicle manufacturer. OEM pass through.
104	Windshield Wiping and Washing System	The vehicle meets F/CMVSS 104 requirements.	No alterations are made to the OEM windshield wiping and washing system as provided by the vehicle manufacturer. OEM pass through.
106	Brake Hoses	The vehicle meets F/CMVSS 106 requirements.	No alterations are made to the OEM brake hoses as provided by the vehicle manufacturer. OEM pass through.
108	Lighting Systems and Retroreflective Devices	The vehicle meets CMVSS 108 requirements.	No alterations are made to the OEM required exterior lighting equipment as provided by the vehicle manufacturer. OEM pass through.
110	Tire Selection and Rims for Vehicles Under 4536 Kilograms GVWR	The vehicle meets F/CMVSS 120 requirements.	No changes are made to OEM Wheels or tires. Tires are returned to the original location on the vehicle after vehicle alteration is complete.
111	Mirrors	The vehicle meets F/CMVSS 111 requirements.	No alterations are made to the OEM rear view mirrors as provided by the vehicle manufacturer. OEM pass through.
113	Hood Latch System	The vehicle meets F/CMVSS 113 requirements.	No alterations are made to the OEM hood latch system as provided by the vehicle manufacturer. OEM pass through.
114	Theft Protection	The vehicle meets F/CMVSS 114 requirements.	No alterations are made to the OEM theft protection system as provided by the vehicle manufacturer. OEM pass through.

F/CMVSS Number	Title	Level of compliance Discussion of results of review	Required documentation Method of demonstrating compliance
115	Vehicle Identification Number	The vehicle meets CMVSS 115 requirements.	The Vehicle Identification Number (VIN) provided by the OEM is not removed or altered in any way.
116	Motor Vehicle Brake Fluids	The vehicle meets F/CMVSS 116 requirements.	No alterations are made to the OEM brake fluid. Added fluid is DOT 2 and is dispensed from a clean container.
118	Power Operated Window, Partition and Roof Panel Systems	The vehicle meets CMVSS 118 requirements.	No alterations are made to the OEM power operated window, partition, or roof panel systems. See Photo "1J" Appendix "B"
124	Accelerator control systems	The vehicle meets F/CMVSS 124 requirements.	No alterations are made to the OEM accelerator control system as provided by the vehicle manufacturer. OEM pass through.
126	Electronic Stability Control	The Vehicle meets F/CMVSS 126 requirements	No alterations are made to the Electronic Stability Control system as provided by the vehicle manufacturer. OEM pass through.
135	Hydraulic and Electric Brake Systems	The vehicle meets F/CMVSS 135 requirements.	No alterations are made to the OEM Hydraulic brake system as provided by the vehicle mfr. OEM pass through.
201	Occupant Protection	The vehicle meets F/CMVSS 201 requirements.	No alterations are made to the OEM occupant protection system as provided by the vehicle mfr. in the target area. OEM pass through.
202	Head Restraints	The vehicle meets F/CMVSS 202 requirements.	No alterations are made to the OEM Head Restraint system as provided by the vehicle mfr. OEM pass through.
203	Driver Impact Protection	The vehicle meets F/CMVSS 203 requirements.	No alterations are made to the OEM driver impact protection system as provided by the vehicle mfr. OEM pass through.
204	Steering Control Rearward Displacement	The vehicle meets F/CMVSS 204 requirements.	Only slight alterations are made to the OEM steering control system provided by the vehicle mfr. Tests conducted.
205	Glazing Materials	The vehicle meets F/CMVSS 205 requirements.	No alterations are made to the OEM glazing as provided by the vehicle manufacturer. OEM pass through.
206	Door locks and door retention Components	The vehicle meets F/CMVSS 206 requirements.	No alterations are made to the OEM door locks or door retention components supplied by the vehicle manufacturer. OEM pass through.
207	Seating Systems	The vehicle meets F/CMVSS 207 requirements.	No alterations are made to the OEM seats. Front seats are remounted in the original position on a pedestal. Rear seats are remounted using ENC mounts. 207 testing completed.
208	Occupant Restraint Systems in Frontal Impact	The vehicle meets F/CMVSS 208 requirements.	No alterations are made to the OEM seat belt systems as provided by the vehicle manufacturer. Verification tests were included in the 301 testing. OEM pass through.

F/CMVSS Number	Title	Level of compliance Discussion of results of review	Required documentation Method of demonstrating compliance
209	Seat Belt Assemblies	The vehicle meets F/CMVSS 209 requirements.	No alterations to the OEM seat belts supplied by the vehicle manufacturer. OEM pass through.
210	Seat Belt Anchorages	The vehicle meets F/CMVSS 210 requirements.	Front seats are re-mounted to their original OEM positions and mounted on pedestals. Tests were conducted to verify the seat belt anchorages to the requirements of 210.
212	Windshield Mounting	The Vehicle meets F/CMVSS 212 requirements	No alterations were made to the OEM windshield mounting system provided by the manufacturer. OEM pass through
213	Built-In Child Restraint System and Built-In Booster Cushions	The Vehicle meets F/CMVSS (213) 213.4 requirements	No built-in Child Restraint Systems are provided.
214	Side Impact Protection	The Vehicle meets F/CMVSS 214 requirements	The vehicle was tested to the requirements of FMVSS 214 - Side impact protection.
216	Roof Crush Resistance	The Vehicle meets F/CMVSS 216 requirements	No alterations are made to the OEM roof or vehicle side as provided by the vehicle manufacturer.
219	Windshield Zone Intrusion	The Vehicle meets F/CMVSS 219 requirements	No alterations are made that would affect the windshield intrusion zone as supplied by the Manufacturer. OEM pass through.
301	Fuel System Integrity	The Vehicle meets F/CMVSS 301 requirements	Testing was conducted to verify Fuel System Integrity.
302	Flammability of Interior Materials.	The vehicle meets F/CMVSS 302 requirements.	No alterations are made to the OEM interior materials as provided by the vehicle manufacturer. OEM pass through. Added materials are tested for compliance.
Owner manual		The vehicle is delivered with the original OEM owner's manual, and a supplement manual.	Supplemental owner's manual includes; name, contact numbers and a description of all alterations performed on the vehicle.

My Documents\FMVSS\AVCD_C_FMVSS_08rB


 Sheldon Walle, President
 Eldorado National-Kansas

Date 12-7-2009




EIDorado
National - Kansas
Thor Industries Commercial Bus Division

TRANSIT VEHICLE MANUFACTURER (TVM)
CERTIFICATION OF COMPLIANCE WITH SUBPART D, PART 26

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

EIDorado National, a TVM, hereby certifies that it has complied with
(Name of Firm) the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE Goal to FTA. The goals apply to fiscal year 2010(October 1, 2009 to September 30, 2010 and have been approved or not disapproved by FTA.

Creative Bus Sales, hereby certifies that the manufacturer of the transit
(Name of Firm) vehicle to be supplied EIDorado National
(Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature: Karin Reynolds Date: 12/9/2009

Title: Transit Sales Administrator

Firm: EIDorado National

Telephone No: (785) 827-1033 Fax No: (785) 823-9471



U.S. Department
Of Transportation
**Federal Transit
Administration**

Headquarters

1200 New Jersey Avenue S.E.
Washington DC 20590

October 7, 2009

Mr. Jake Calvo
IT/ISO Manager/DBE Liaison Officer
EIDorado National (California) (Kansas), Inc.
9670 Galena Street
Riverside, California 92509

Re: Fiscal Year 2010 Goal

Dear Mr. Calvo:

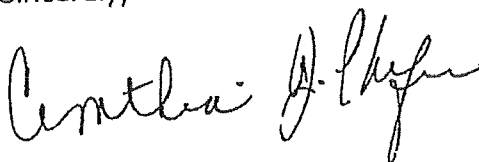
In accordance with the regulations on the Participation of Disadvantaged Business Enterprises (DBEs) in the Department of Transportation Financial Assistance Programs, 49 CFR Part 26, Section 26.49, the Federal Transit Administration's (FTA) Office of Civil Rights reviewed the DBE goal and methodology submitted by EIDorado National (California) (Kansas), Inc. for the period October 1, 2009 through September 30, 2010. Based on our review, we accept your DBE goal submission of 4 percent as of September 30, 2009.

Your firm must submit semi-annual progress reports using the new reporting form entitled "Uniform Report of DBE Awards or Commitments and Payment," which is located on the website: www.fta.dot.gov/dbe. These reports should be submitted by June 1 (for the period October 1 – March 31) and December 1 (for period April 1 – September 30), showing contracts awarded and procurements from DBEs on transit vehicle contracts funded by the FTA. Please forward this information to:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue, S.E.
Room E54-306
Washington, DC 20590

If further assistance is needed, please contact me at (202) 366-1141, fax number at (202) 366-3475, or at my e-mail address: Cynthia.phifer@dot.gov.

Sincerely,



Cynthia J. Phifer
Equal Opportunity Specialist
FTA Office of Civil Rights

FEDERAL TRANSIT ADMINISTRATION
Office of Civil Rights
Transit Vehicles Manufacturers (TVMs) Eligible to Bid on Federally Funded Transit Agency Contracts in
Federal Fiscal Year 2010

Name of TVM	Address	FTA Accepted Date
Alstom Transportation, Inc.	1 Transit Drive, Nornell, New York 14843	August 21, 2009
ARBOC Mobility, LLC	51165 Greenfield Parkway, Middlebury, Indiana 46540	September 28, 2009
Bombardier Inc.	1101 Parent Street, Saint-Bruno, Quebec, Canada J3V 6E6	October 6, 2009
Braun Corporation	631 W 11 th Street, Winamac, Indiana 46996	August 13, 2009
Brookville Equipment Corporation	175 Evans Street, Brookville, Pennsylvania 15825	September 28, 2009
CAFUSA Inc.	1401 K Street, N.W., Suite 803, Washington, DC 20005	September 28, 2009
Champion Bus Inc/General Coach America, Inc.	331 Graham Road, Imlay City, Michigan 48444	October 6, 2009
Diamond Coach Corporation	2300 W. 4 th Street, Oswego, Kansas	September 28, 2009
ElDorado National (California) (Kansas), Inc.	9670 Galena Street, Riverside, California 92509	October 7, 2009
Elkhart Coach	52807 C. Rd. 7, Elkhart, Indiana 46514	October 6, 2009
Sillig, LLC	Post Office box 3008, Hayward, California 94540	August 10, 2009
Glaval Bus Division of Forest River, Inc.	914 County Road 1, Elkhart, Indiana 46514	September 28, 2009
Mitsubishi Heavy Industries America, Inc.	630 Fifth Avenue, New York, New York 10111	August 4, 2009
New Flyer Industries Inc.	711 Kernaghan Avenue, Winnipeg, Manitoba R2C 3T4	October 6, 2009
North American Bus Industries, Inc.	106 National Drive, Anniston, Alabama 36207	August 11, 2009
Proterra LLC	16360 Table Mountain Parkway, Golden, Colorado 80403	September 28, 2009
Starcraft Bus div. of Forest River, Inc.	2367 Century Drive, Goshen, Indiana 46528	September 28, 2009
Supreme Corporation/Startrans Bus	2592 E. Kercher Road, Goshen, Indiana 46528	October 7, 2009
Transportation Technology, Inc.	940 Nepperhan Avenue, Yonkers, New York 10703	September 28, 2009
Turtle Top	67819 State Road 15, New Paris, Indiana 46553	July 28, 2009
Vossloh Espana S.A.U.	Mitjera, 6 Albuixech, Spain	August 4, 2009





**EIDorado
National - Kansas**
Thor Industries Mobility Division

The EIDorado National Product Support Team

The Product Support team consists of 14 individuals with an average tenure exceeding twelve years. Our team includes 6 technical assistant representatives one of which is a licensed electrical engineer. In addition we have three dedicated to parts calls, one data entry (assists parts with order entry), another is a documentation specialist (assembles the information for manuals) and we have three dedicated to shipping.

We administrate the warranty claims submitted by our dealer network and we support the dealer's staff with comprehensive product orientation. We work with our dealers by providing recommended parts stocking levels that are known repetitive replacement items based on historical data. In addition, we work with our dealers to expedite items that might constitute a down unit situation. We use historical data from our MRP system to help us establish min/max quantities of parts to support our dealer network and strive to provide the shortest turn around time of parts orders in the industry. We work very closely with our vendors to help address any items that are out of the ordinary on replacement type items that might not meet the criteria of repetitive.

We provide the most comprehensive product support documentation for the bus body conversion in the industry. We provide the Operator's manual, assembly drawings and electrical drawings in electronic format that allows for ease of downloading to a computer and the ability to email or print the information by the customer when they need it. For the Amerivan line we provide a comprehensive manual (paper manual) that also provides a trouble shooting guide.

All add-on product/vendor recall notifications are distributed through EIDorado National for our products with the exception of the chassis. The chassis manufacturer is required by law to administrate their campaigns.

We support our dealer network with technical expertise when dealing with a fleet defect issues. This includes technical assistance, possible engineering documentation to support a solution and as deemed necessary by EIDorado National may send qualified personnel to address the concern.

Most of our dealers have the personnel, ability and equipment to make onsite repairs as deemed necessary.



To whom it may concern:

Eldorado National-Kansas along with Creative Bus Sales is submitting a proposal for the Amerivan PT low floor handicap accessible mini-van.

The Amerivan PT conversion features durable vinyl transit type flooring and multiple "L" track tie-down locations. The Amerivan also includes a "Quick Release" removable front passenger seat and an optional fold-down middle seat. Our sturdy manual fold-out ramp has an easy to use swing out feature for quick and clear access for all passengers. The Amerivan conversion also meets ADA requirements with a side sliding door usable height of 56" and a 31" wide ramp. All this is installed on a new Dodge Grand Caravan SE mini van chassis.

Signed:

Mitch Comfort

Title: Director of Sales & Marketing

Date: 12-7-2009



Vehicle Specifications for Dodge Lowered-Floor Paratransit Minivan 09/1/2009

The purpose of these specifications is to describe a production minivan, built by the OEM and modified by a second-stage manufacturer. Its intended use is as a paratransit vehicle, providing transportation for ambulatory passengers and having capability to accommodate one (1) or two (2) wheelchair passengers.

Definitions and abbreviations commonly used throughout this document includes:

"Agency"	the name of the transit provider or the requesting entity
"Contractor"	the name of the successful bidder that is awarded a Contract by the agency to provide the equipment Described in these specifications
"FMVSS"	Federal Motor Vehicle Safety Standard
"GVWR"	gross vehicle weight rating
"GAWR"	gross axle weight rating
"Manufacturer"	an individual, partnership, or corporation duly registered with the U.S. Department of Transportation, National Highway Traffic Safety Administration, per 49CFR, Part 566.
"OEM"	the manufacturer of the vehicle chassis

Each vehicle delivered by the contractor must meet, or exceed all of the specifications contained in this "Invitation for Bid" and must meet the requirements of the Americans with Disabilities Act, 49CFR.

Upon the request of the agency, the contractor shall present test reports which substantiate the vehicle being offered complies with all applicable FMVSS regulations.

Upon request by the agency, the contractor shall present a copy of the report indicating the results of the vehicle test performed by the Altoona Bus Testing Center on a vehicle representing the current configuration.

The body length, width, wheelbase, and all other critical dimensions, as well as seating capacity shall be specified on the floor plan(s) referenced and attached to the "Invitation for Bid".

All standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a paratransit vehicle without stipulation shall be furnished. These features include but are not limited to: adjustable instrument panel lights, interior sun visors, exterior backup lamps, variable speed windshield wipers, rear window wiper, front and rear washers, windshield defroster, coolant recovery system, horn, interior and exterior mirrors, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be deleted to reduce the vehicle price or to provide a bidding advantage.

Used, demonstration, shop worn, or prototype vehicles will not be accepted.

General OEM Chassis Specification

Dimensions:

- | | | |
|----|---|--------------|
| 1. | Minimum wheelbase | 121.2 inches |
| 2. | Minimum overall length | 202.5 inches |
| 3. | Minimum overall width | 76.9 inches |
| 4. | Minimum interior floor width at center of side sliding door | 68.0 inches |

Load capacities:

- | | | |
|----|---|-------------|
| 5. | Minimum GVWR of | 6050 pounds |
| 6. | The vehicle shall have a minimum payload of | 1000 pounds |
| 7. | The front GAWR shall be | 2950 pounds |
| 8. | The rear GAWR shall be | 3100 pounds |

Engine:

9. Shall be V-6 design with minimum cylinder displacement of 3.3 liters.

Cooling system:

10. Shall use a thermostatically controlled fan.
11. Shall be filled with permanent ethylene glycol base antifreeze for engine protection to -20 degrees Fahrenheit.

Transmission:

12. 4-speed overdrive automatic transaxle

Suspension:

13. The vehicle shall utilize the OEM front MacPherson struts and steering components.
14. The rear suspension will utilize the OEM Load leveling / Height Control system

Steering:

15. Shall be power-assisted, rack and pinion type with a tilt steering wheel

Brakes:

16. Shall be power-assisted, 4 wheel disc anti-lock type

Sliding doors:

17. Vehicle shall be equipped with dual, sliding side doors
-door track shall utilize OEM fastening system (no welding of the track to pan)
-track shall be easily removed from the side of the track pan without removing cover or flooring (remove 5 OEM nuts and track will drop down and pull out side of pan)

-door shall utilize OEM type hold open bracket to keep door from closing when parked down a hill

Wheels and tires:

- 18. Tires shall be tubeless, radial design, black sidewall, P225/65R16 or larger as recommended by the OEM for GVWR compatibility.
- 19. A compact spare tire shall be included along with jack and lug wrench

Bumpers:

- 20. Shall use original OEM front and rear painted bumpers.

Electrical System:

- 21. Shall use a single 600 cold cranking amp battery
- 22. Shall use minimum 160 amp rated alternator

Instrumentation: Shall include the following:

- 23. Speedometer with odometer and trip odometer with reset feature.
- 24. Fuel gauge
- 25. Oil pressure gauge or indicator

Glass:

- 26. The windshield shall be OEM deep tinted from the upper frame to 6" down as measured from outside the vehicle.
- 27. All side and rear glass excluding the driver and passenger front doors shall be OEM deep tinted. No after market film will be accepted.

Exterior Lighting:

- 28. All exterior OEM lights, to include headlights, parking lights, tail and brake lights, turn signals, clearance lights, backup lights, daytime running lamps, and rear collision avoidance light shall be used

Heating and Air Conditioning System:

- 29. A dual front / rear OEM air conditioning / heating system shall be used
- 30. This unit shall have separate fan controls, (3 speed minimum), for the front and rear.
- 31. The defroster shall be capable of clearing all moisture from the windshield and side glass of each front door.
- 32. The rear electric defroster shall be maintained.

Conversion Specifications

Dimensions:

- 33. Maximum height, (without luggage rack) 73.0 inches

- | | | |
|-----|---|-------------|
| 34. | Maximum height, (with luggage rack) | 76.0 inches |
| 35. | Minimum height, (floor to ceiling at center, no overhead console) | 60 inches |
| 36. | Maximum height of floor at ramp door | 11 inches |
| 37. | Minimum ramp door opening usable height | 56 inches |
| 38. | Minimum clear ramp door opening width | 33 inches |
| 39. | Minimum wheelchair ramp length | 54 inches |
| 40. | Minimum wheelchair ramp usable width | 31 inches |
| 41. | Minimum ground clearance, (measured from frame, empty) | 7 inches |
| 42. | Minimum ground clearance, (measured from frame, loaded to GVWR) | 5.5 inches |
| 43. | Minimum passenger compartment length, (measured from rear of driver's seat base to rear seat riser) | 55 inches |

Body:

44. The structure shall be adequately reinforced at all joints and corners to carry loads up to the GVWR.
45. Shall be able to withstand road shock under normal driving conditions without deformation or separation.
46. Shall be tightly sealed to eliminate drafts and water leaks at body, floor, and roof joints.
47. The vehicle shall be fully undercoated with a non-flammable material.
48. The vehicle, at maximum GVWR, at static conditions with any one wheel on a 6 inch high block or in a 6 inch deep hole, shall not exhibit deformation or deflection that impairs operation of doors, windows, wheelchair ramp, or other mechanical elements.

Paint:

49. Modified exterior surfaces requiring painting shall be thoroughly de-greased, primed, and painted with a high-grade automotive paint matching the OEM mixture.

Fuel Cell:

50. Shall have a capacity of 20 gallons
51. Fuel System to be OEM tank w/ OEM fuel sender
52. Shall be approved by DOT, EPA, and CARB, (California Air Resource Board).

After Market Suspension Modifications: -----OPTIONAL

53. Shall utilize an automatic, load-leveling air-ride system featuring an OEM quality air compressor and air struts.
54. Shall incorporate electronic level sensor for reduced body roll.
55. Shall be able to maintain a minimum ground clearance of (5) inches, as measured from frame), under all load conditions up to the GVWR limits.
56. Shall maintain OEM front drive axle specifications for the operating angle of the constant velocity, (CV), joints.
57. A complete 4-wheel suspension alignment shall be performed by the manufacturer following conversion.

Lowered Floor:

58. The OEM floor shall be lowered 14 inches from the base of the firewall to the area immediately in front of the rear axle.
59. This assembly shall be stainless steel metal, (16gauge minimum), able to meet or exceed the 1000 hour salt spray rating.
60. Shall be joined to the body frame members in a manner that provides a leak-proof floor.
61. The floor shall be lowered through the threshold of each sliding door, while the door itself shall be extended to seal.

Flooring Covering:

62. A vapor-insulating barrier of 1/2" marine grade plywood shall be applied over the lowered metal floor.
63. The flooring shall be laid without gaps or openings.
64. Seams shall be filled with color matching material so as to be tight against any influx or seepage of moisture.
65. The floor covering shall be thoroughly cemented into position throughout the entire area.
66. Flooring manufacturer shall approve the flooring cement or adhesive.
67. The floor covering shall be transit grade Altro or approved equal.

Wheelchair Ramp Door:

68. The door shall be located on the right side of the vehicle.
69. Shall be a single, rearward sliding type.

Wheelchair Ramp:

70. Shall be hinged, manually operated, fold up, formed aluminum design.
71. Shall have a 60 grit powder coat bonded to the walking surface.
72. Shall incorporate a latching, swing-away feature to allow ambulatory passengers to easily pass through the right sliding door with the ramp folded.
73. Shall use dual spring resistance to control the rate of movement as it folds and unfolds.
74. Shall not block any part of the door glass while in the stowed position.

Wheelchair Positions and Securement:

75. The vehicle shall have (2) forward facing wheelchair positions as indicated on the floor plan.
76. A wheelchair securement system shall be provided to hold wheelchairs in the prescribed positions.
77. The securement system shall be Q Straint or an approved equal.
78. The securement system shall utilize recessed anchor points in the floor, which provide 4 points of securement, 2 in front of the wheelchair and 2 behind the wheelchair.
79. No anchor points shall project more than 1/8 of an inch above the finished floor.
80. The securement system shall be adjustable and be capable of accommodating a wide variety of commonly used wheelchair types.

81. A wheelchair passenger restraint system shall be provided to secure the wheelchair user.
82. Passenger restraint belts and latches shall be provided for all seating positions.
83. The entire securement and restraint system shall comply with all applicable state and federal regulations.
84. All wheelchair securement and restraints shall comply with the applicable regulations under the California Code of Regulations, Title 13, Section 129.

Storage Container: --- OPTIONAL

85. A painted metal storage container for wheelchair securement straps and other miscellaneous items shall be mounted directly behind the rear bench seat on the left side of the vehicle.
86. The storage container shall have a hinged access door and a minimum storage capacity of 1040 cubic inches.
87. The storage container shall incorporate a mount for the fire extinguisher and the spare tire.

Insulation:

88. A flame-retardant insulation material equivalent to that supplied by the OEM shall be used to provide sound absorption and a thermal barrier.

Interior:

89. The interior shall provide a pleasant, aesthetically pleasant environment.
90. Interior walls and headliner shall provide a finish that is durable, easily cleaned, and coordinates with the overall interior scheme of the vehicle.

Seating:

91. The seating arrangement shall be as indicated by the attached floor plan.
92. All seats shall be covered with the same material.
93. A fixed driver's seat shall meet the following criteria:
 - fore and aft adjustment of at least 8 inches.
 - and shall recline
 - shall be equipped with a receiver buckle for a 3-point lap/shoulder restraint belt.
94. Fixed front passenger seat, (if applicable)
 - shall have forward and aft adjustability of 8 inches.
 - and shall recline
 - shall be equipped with a receiver buckle for a 3-point lap/shoulder restraint belt.
95. Removable front passenger seat, (if applicable)
 - the seat shall be removable so a wheelchair passenger can occupy the front seat location.
 - the seat shall be mounted on a base with wheels for the ease of removal and installation.

- the seat shall be secured to the floor by means of (4) OEM seat latches mounted on the seat base and (4) mating OEM seat attachment pockets in the floor.
- the seat shall incorporate a latch-release mechanism operated by means of a single, quick-release foot pedal connected to the latch.
- the seat shall be equipped with a receiver buckle for a 3-point lap/shoulder restraint belt.
- a 4-point wheelchair securement system, which also will accommodate a 3-point lap/shoulder restraint belt, will be installed at this location.

96. Middle fold-up (2) passenger seat, (if applicable):
- shall consist of a single pedestal supporting frame of tubular steel, with a folding mechanism and base plate.
 - the seat shall be secured to the floor of the vehicle by (4) bolts passing through the base plate and the floor.
 - the back of the seat shall be hinged at the bottom edge so that it can fold forward and flat against the seat cushion.
 - the seat shall be designed so that, by lifting the right end of the cushion, the seat and frame can be folded and latched in an "on-end" position adjacent to the left side wall of the vehicle.
 - the seat shall weigh no more than 85 pounds and, when folded, shall not extend more than 15 inches from the wall into the passenger area.
 - the seat shall be equipped with restraint belts for 2 people.
 - the seat shall meet the requirements of FMVSS 207 and evidence thereof shall be provided by the contractor on request of the agency.
97. Rear bench seat:
- the standard, OEM 3-passenger 60/40 split rear bench seat shall be utilized, passenger restraint belts and latches will be in place for each designated seating position.
98. Emergency exit:
- there shall be an inside rear door release handle to facilitate exiting the vehicle through the rear door in an emergency.
 - the rear door shall be clearly marked as an emergency exit with instructions as well

Rear Air Conditioning Modifications:

99. Any modifications or alterations to the system shall use components that meet or exceed OEM specifications.
100. Modifying the system by simply re-bending or re-configuring the existing OEM tubes and/or hoses is not acceptable.
101. All refrigerant lines shall be corrosion resistant.

Electrical:

102. Wiring shall comply with the following provisions:
- all wiring other than the provided by the chassis OEM shall be PVC or better insulated and color coded for positive identification.

- precautions shall be taken to prevent damage from heat, water, solvents, and chafing by proper routing, clamping, and the use of grommets or suitable elastomeric cushion materials.
- all vehicles shall be wired identically
- complete wiring schematic diagrams shall be furnished covering all electrical equipment and circuitry, complete with wiring color codes.

103. Interior lighting:
- lighting producing a minimum of 2-foot candles of illumination on entrance ramp area shall be provided
 - wheelchair ramp area lighting shall be activated whenever the door is open
104. Exterior lighting:
- all exterior lighting shall be in accordance with Federal Motor Carrier Safety Regulations (393.12).
 - all lights have sufficient excess wire to allow the light, or bulb, to extend a minimum of 6 inches beyond its normal mounting position for service purposes.
 - all lights shall be grounded to vehicle body or chassis frame.
 - all lights and fixtures shall be sealed from moisture.

Safety Equipment:

105. Back-up alarm:
- an electrically operated device that produces an intermittent audible signal when the vehicle's transmission is shifted to reverse shall be provided.
 - the alarm shall meet or exceed SAE J994B standards.
106. Vehicle Interlock:
- The ENC Interlock is designed to ensure the vehicle cannot be moved when the curb side slide door is open. This fully automatic Solid State Microprocessor is designed with an LED display panel back lit to show the operator the status of the systems. Interlocked with the Brakes – Transmission – Doors, the program will not allow the operator to drive off with the Park Brake engaged. One special function of this module insures the chassis must be in park to start, "Park Crank Only". The ENC Interlock has been designed to meet ADA Title 49 Lift Requirements

Safety Equipment: ----- OPTIONAL

107. First aid kit:
- a 10 unit or greater kit shall be provided.
 - shall be located in rear storage container.
108. Fire extinguisher
- a 2.5 pound or greater type BC unit shall be provided
 - shall be secured by means of a mounting bracket to the rear storage container
109. Reflectors:
- (3) folding triangular red reflectors with storage box shall be provided
 - the storage box shall be located in the rear of the vehicle adjacent to the storage container.

Miscellaneous items:

110. Delivery:

-all vehicles shall be serviced prior to delivery in accordance with the OEM and manufacturer's new vehicle pre-delivery service requirements.

111. Vehicle registration:

-the contractor shall provide all necessary documents to enable the purchasing agency to register the vehicle in the state of its choice.

-registration and licensing fees shall not be included in the bid price, as those costs will be born by the purchasing agency.

112. Manuals:

-in addition to the vehicle OEM owner's manual, a manual prepared by the manufacturer which contains all of the pertinent operating and service instructions shall be provided with each vehicle.

-the instructions will cover all components and accessories added or modified during the conversion including the wheelchair ramp.

113. Conversion warranty:

-the conversion shall be warranted against "rust through" damage, (excluding surface rust), to metal components of the installed floor and ramp, by replacement or repair, for a period of (7) years or 70,000 miles, whichever should occur first.

-all other components of the conversion shall be warranted, by repair or replacement, for a period of 36 months from the in-service date or 36,000 miles, whichever occurs first.

-maintenance items, diagnostic work, and troubleshooting labor shall not be covered.

-the warranty shall be transferable upon the sale of the vehicle within the warranty period with the condition the information pertaining to the seller and the buyer is provided to the manufacturer within (30) days of the date of the sale.

114. Ignition/door locks and keys:

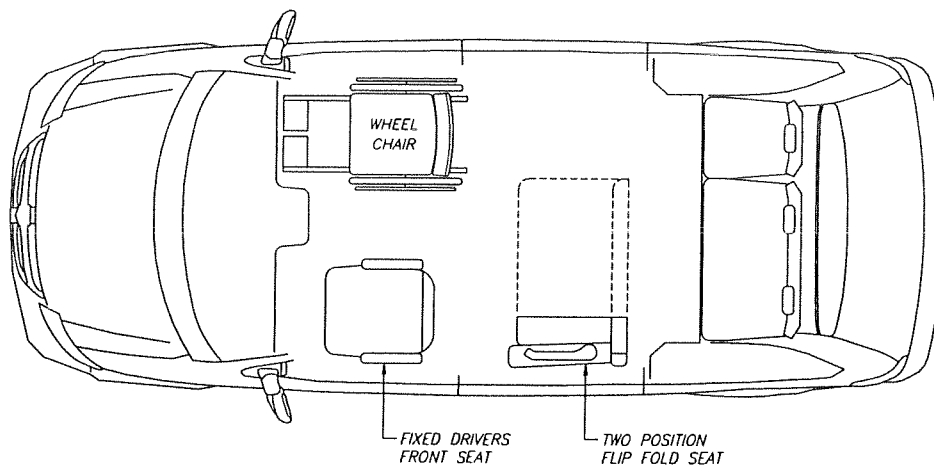
-the OEM standard keyed ignition switch and door locks shall be used.

- (2) Sets of keys shall be provided with each vehicle.

Options: (ask for quotes)

115. Full vinyl seating

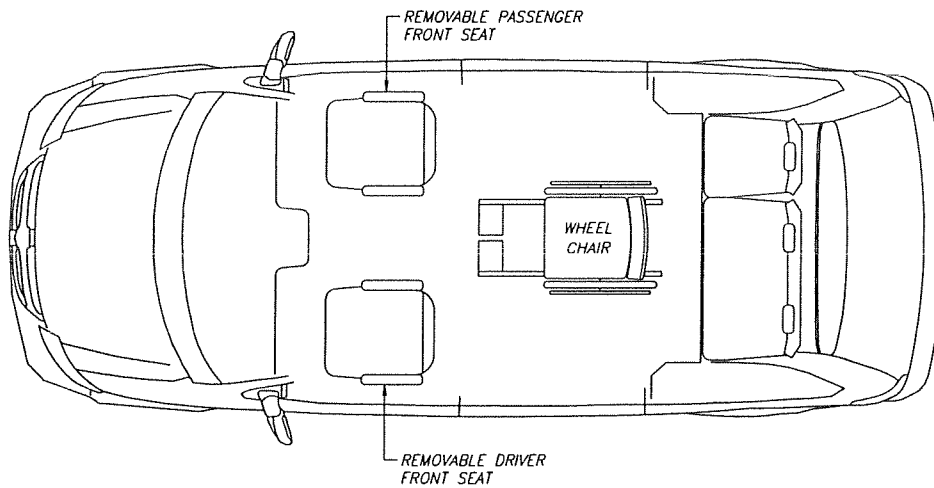
RT FLOOR PLAN 01



Eldorado National 
 — a THOR company — 1655 WALL STREET
 SALINA, KS. 67401

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THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED								PART NUMBER RT FLOOR PLAN 01
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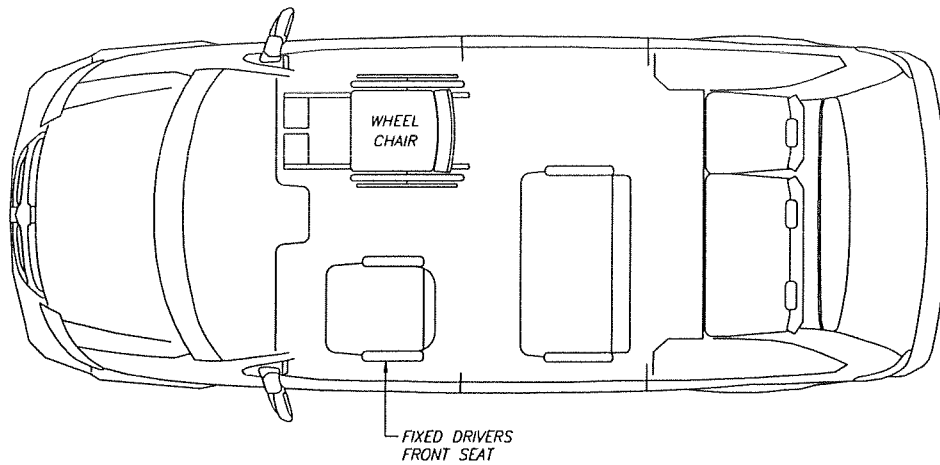
RT FLOOR PLAN 02



Eldorado National 
 — a THOR company — 1655 WALL STREET
 SALINA, KS. 67401

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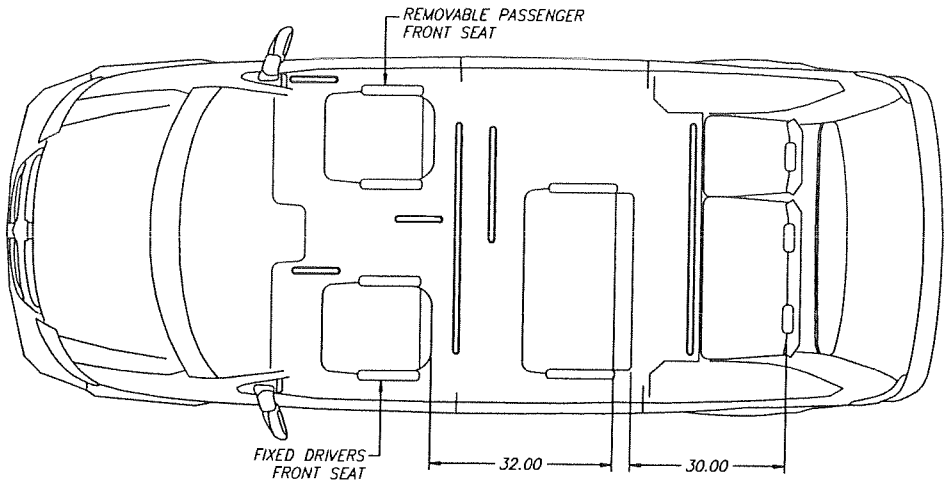
RT FLOOR PLAN 06



Eldorado National 
 — a THOR company — 1655 WALL STREET
 SALINA, KS. 67401

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RT FLOOR PLAN 12



NOTE: DIMENSIONS ARE APPROXIMATE AND CAN VARY SLIGHTLY DEPENDING ON POSITION OF FRONT SEAT.

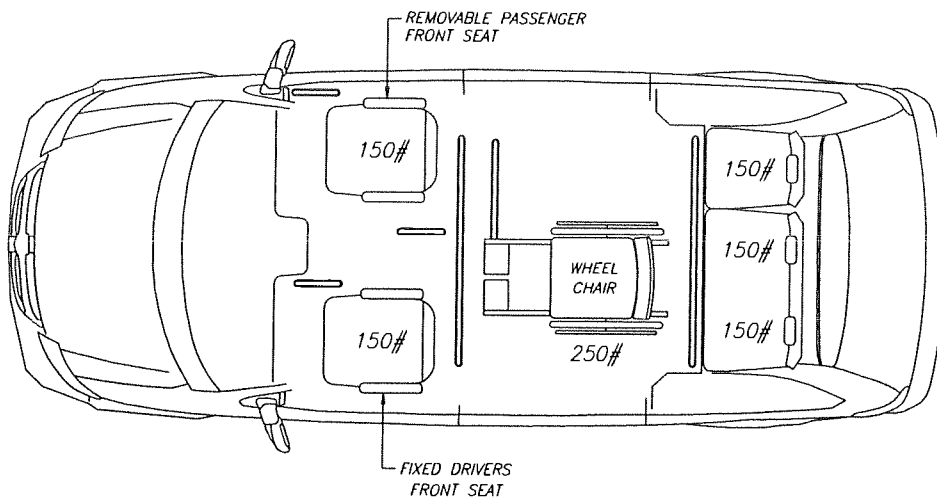
Eldorado National 
 — a THOR company — 1655 WALL STREET
 SALINA, KS. 67401

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THIS DRAWING IS THE PROPERTY OF EL Dorado NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED								
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								RT FLOOR PLAN 12	1 of 1

TITLE:
 2009 DODGE RT
 HIP TO KNEE CLEARANCES

MATERIAL SPEC:
 N/A

RT FLOOR PLAN 04



LAYOUT WITH 1 WHEELCHAIR

3 AMBULATORY REAR	3x150 = 450lb	6050lb	VEHICLE GVWR
1 MOBILITY AID MIDDLE	1x250 = 250lb	- 1000lb	PAYLOAD
2 AMBULATORY FRONT	2x150 = 300lb	5050lb	MAX ALLOWABLE CURB WEIGHT
	TOTAL = 1000lb	- 4734lb	ACTUAL WEIGHT W/ ALL SEATS
		316lb	UNDER MAX

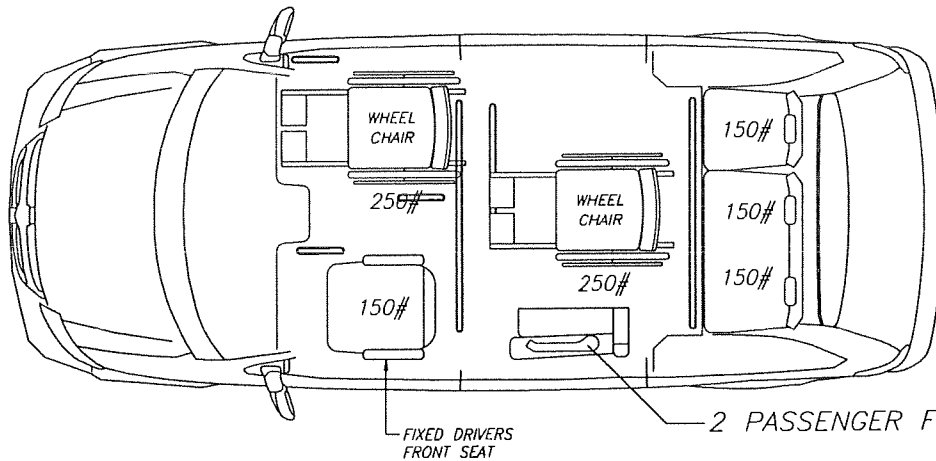
NOTE: AMBULATORY 150lb
WHEELCHAIR & OCCUPANT 250lb

Eldorado National
— a THOR company — 
1655 WALL STREET
SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION								
SUPERCEDES: NONE	DRAWN: GREEN CKD:								
DO NOT SCALE DRAWING	DATE: 1/8/09	SIZE: A							
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:32	WGT:							
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED								
	FRACTIONS ± 1/16	—	SG	1/8/09	RELEASE TO PRODUCTION				
	DECIMALS .00 ± .06		REV.	BY	DATE	DESCRIPTION	RELEASE #	PART NUMBER	PAGE
	ANGLES + 1 DEG.							RT FLOOR PLAN 04	1 OF 1

TITLE:
2009 DODGE RT FLOOR PLAN
LAYOUT 04
MATERIAL SPEC:
N/A

RT FLOOR PLAN 08



LAYOUT WITH 2 WHEELCHAIRS

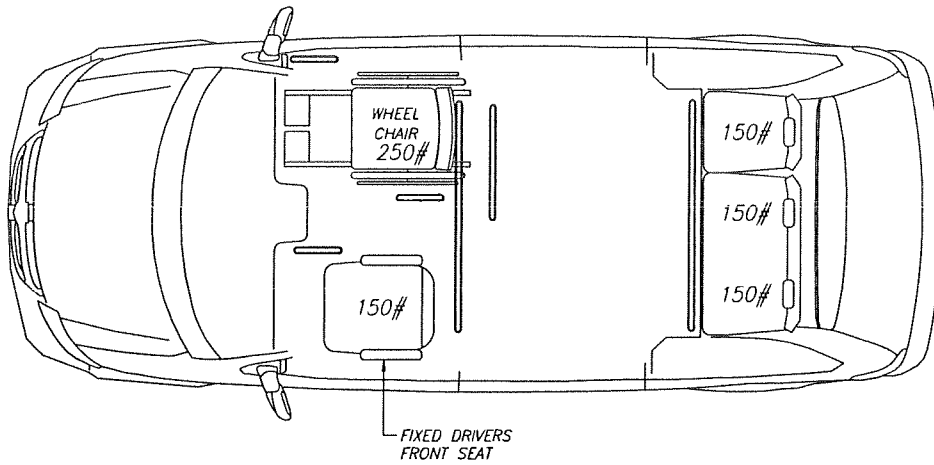
3 AMBULATORY REAR	3x150 = 450lb	6050lb	VEHICLE GVWR
1 WHEEL CHAIR MIDDLE	1x250 = 250lb	- 1100lb	PAYLOAD
1 AMBULATORY FRONT	1x150 = 150lb	4950lb	MAX ALLOWABLE CURB WEIGHT
1 WHEEL CHAIR FRONT	1x250 = 250lb	- 4744lb	ACTUAL WEIGHT W/ ALL SEATS
	TOTAL = 1100lb	206lb	UNDR MAX

NOTE: AMBULATORY 150lb
WHEELCHAIR & OCCUPANT 250lb

Eldorado National 
— a THOR company — 1655 WALL STREET
SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION								
SUPERCEDES: NONE	DRAWN: GREEN	CKD:							TITLE: 2009 DODGE RT FLOOR PLAN LAYOUT 08
DO NOT SCALE DRAWING	DATE: 1/8/09	SIZE: A							MATERIAL SPEC: N/A
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:32	WGT:							PART NUMBER RT FLOOR PLAN 08
THIS DRAWING IS THE PROPERTY OF ELDERADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED								PAGE 1 OF 1
	FRACTIONS ± 1/16	DECIMALS .00 ± .06	ANGLES + 1 DEG.	REV.	BY	DATE	DESCRIPTION	RELEASE #	
						1/8/09	RELEASE TO PRODUCTION		

RT FLOOR PLAN 10



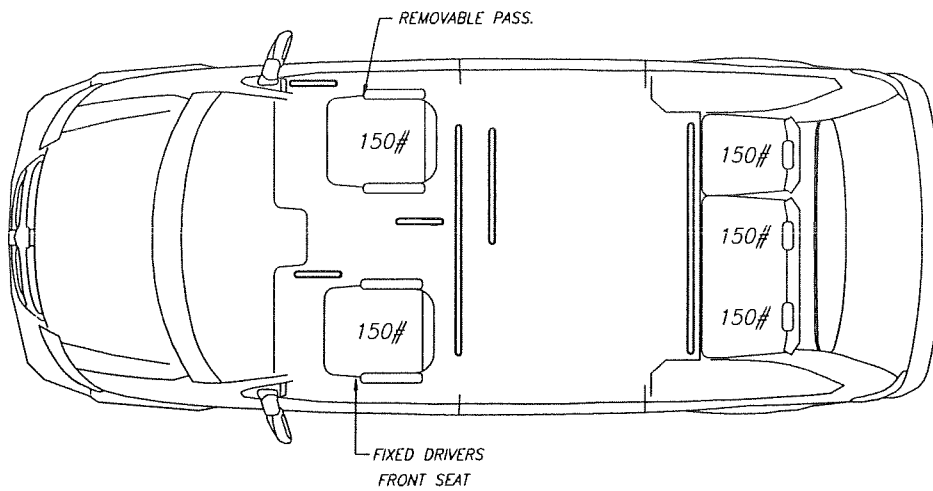
LAYOUT WITH 1 WHEELCHAIR

3 AMBULATORY REAR	3x150 = 450lb	6050lb	VEHICLE GVWR
1 MOBILITY AID FRONT	1x250 = 250lb	- 850lb	PAYLOAD
1 AMBULATORY FRONT	1x150 = 150lb	5200lb	MAX ALLOWABLE CURB WEIGHT
	TOTAL = 850lb	- 4734lb	ACTUAL WEIGHT W/ ALL SEATS
		466lb	UNDER MAX

NOTE: AMBULATORY 150lb
WHEELCHAIR & OCCUPANT 250lb

Eldorado National 
— a THOR company — 1655 WALL STREET
SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION								
SUPERCEDES: NONE	DRAWN: GREEN	CKD:							TITLE:
DO NOT SCALE DRAWING	DATE: 1/8/09	SIZE: A							2009 DODGE RT FLOOR PLAN
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:32	WGT:							LAYOUT 10
THIS DRAWING IS THE PROPERTY OF ELORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED								MATERIAL SPEC:
	FRACTIONS ± 1/16		-	SG	1/8/09	RELEASE TO PRODUCTION			N/A
	DECIMALS .00 ± .06		REV.	BY	DATE	DESCRIPTION	RELEASE #	PART NUMBER	PAGE
	ANGLES + 1 DEG.							RT FLOOR PLAN 10	1 of 1



LAYOUT WITH 1 WHEELCHAIR

3 AMBULATORY REAR	3x150 = 450lb	6050lb	VEHICLE GVWR
- MOBILITY AID FRONT	-	- 750lb	PAYLOAD
2 AMBULATORY FRONT	2x150 = 300lb	5300lb	MAX ALLDWBABLE CURB WEIGHT
TOTAL =	750lb	4734lb	ACTUAL WEIGHT W/ ALL SEATS
		566lb	UNDER MAX

NOTE: AMBULATORY 150lb
WHEELCHAIR & OCCUPANT 250lb

Eldorado National 
— a THOR company — 1655 WALL STREET
SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION						
SUPERCEDES: NONE	DRAWN: GREEN	CKD:					
DO NOT SCALE DRAWING	DATE: 3/16/09	SIZE: A					
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:32	WGT:					
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	FRACTIONS	± 1/16	-	SG	3/16/09	RELEASE TO PRODUCTION	
	DECIMALS	.00 ± .06	REV.	BY	DATE	DESCRIPTION	RELEASE #
	ANGLES	+ 1 DEG.					

TITLE:	
2009 DODGE RT FLOOR PLAN LAYOUT 11	
MATERIAL SPEC:	
N/A	
PART NUMBER	PAGE
RT FLOOR PLAN 11	1 of 1

WEIGHT ANALYSIS WORKSHEET

FINAL

Unit No. **N5903-R1**

Incomplete Vehicle Mfr: Chrysler Corporation		Vehicle Type: GRAND CARAVAN	
Model Year: 2009		Complete Vehicle Description:	
Vehicle Model: AMERIVAN		ACCESSIBLE MINI-VAN	
Dealer: Kansas Truck	Date: 14-Dec-09	Engine	Factory Wheelbase = 121
By:	Cust: Pot. Nation		

	FRONT (Lbs)	REAR (Lbs)	TOTAL (Lbs)
ACTUAL WEIGHT OF VEHICLE (UVW)	2508	2376	4884
WEIGHT OF THE OCCUPANTS	278	724	1002
150 Lbs x 5 seating positions			
250 1 wheelchair positions			
 SUBTOTAL (GROSS WEIGHTS)	 2786	 3100	 5886

WEIGHT SUMMARY

Passenger Weight (KG)	500	Cargo Carrying Capacity (KG)	29
GVWR			6050
LESS SUBTOTAL WEIGHT			5886
Percent of Wt. on Frt. Axle	47		

Negative Weight Variance indicates overload condition.

Front GAWR	2950	Rear GAWR	3100	GVWR	6050
Loaded Front Weight	2786	Loaded Rear Weight	3100	Loaded Vehicle Weight	5886
Weight Variance Front	164	Weight Variance Rear	0	Weight Variance	164
Is Front GAWR Exceeded?	NO	Is Rear GAWR Exceeded?	NO	Is GVWR Exceeded?	NO

ELDORADO NATIONAL - KS

UNIT NUMBER _____

DEALER NAME _____

SCALE CERTIFICATION NUMBER 175243

SCALES CERTIFIED BY SALINA SCALE COMPANY PER KANSAS DEPARTMENT OF AGRICULTURE WEIGHTS AND MEASURE DIVISION

Nov-09

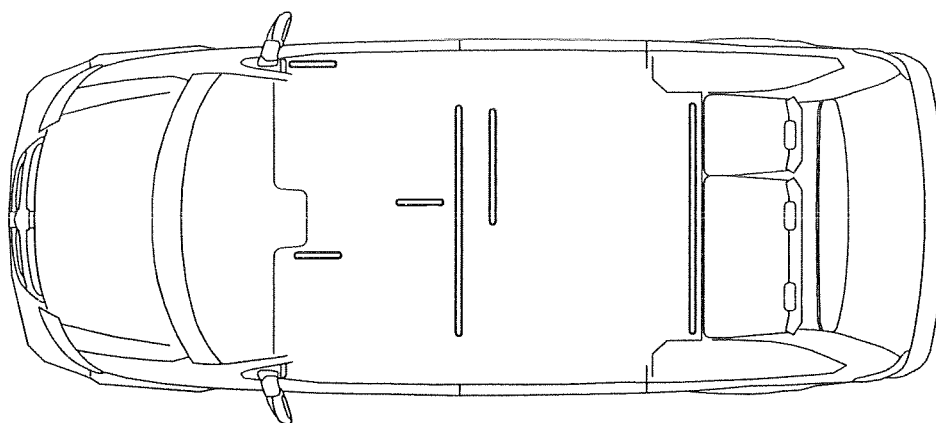
5903
Full Tank
2 sets Belts

11-20-09 12:15 PM

	REAR	FRONT
Lt	1188 lb	1288 lb
Rt	1188 lb	1220 lb
AXI	2376 lb	2508 lb
	4884 lb	TOTAL

REAR 1/8 TANK
17.3 GALS ADDED

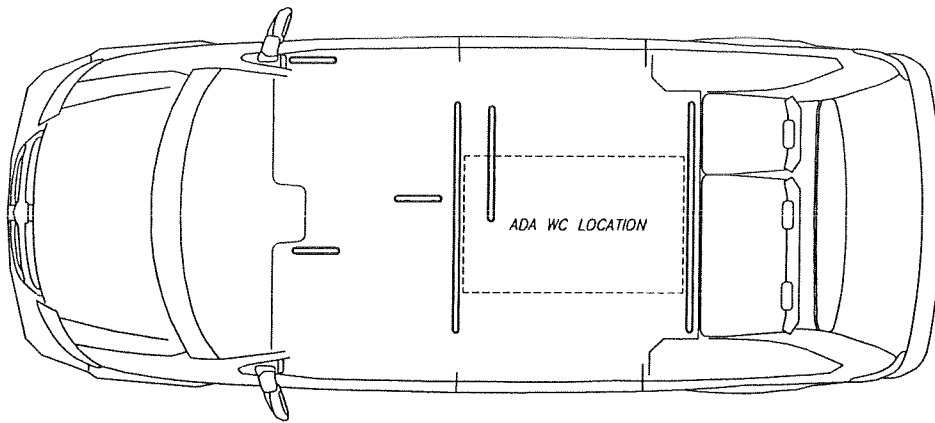
L-TRACK LOCATIONS



Eldorado National 
 — a THOR company — 1655 WALL STREET
 SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION								
SUPERCEDES: NONE	DRAWN: PERRY	CKD:							
DO NOT SCALE DRAWING	DATE: 12/3/09	SIZE: A							TITLE: 2009 DODGE RT L-TRACK LOCATIONS
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: N.T.S.	WGT:							MATERIAL SPEC: N/A
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED								PART NUMBER
	FRACTIONS $\pm 1/16$		-	MP	12/3/09	RELEASE TO PRODUCTION				PAGE
	DECIMALS $.00 \pm .06$		REV.	BY	DATE	DESCRIPTION	RELEASE #		1 of 1
	ANGLES $+ 1 \text{ DEG.}$								

L-TRACK LOCATIONS



Eldorado National 
 — a THOR company — 1655 WALL STREET
 SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION									
SUPERCEDES: NONE	DRAWN: PERRY	CKD:								
DO NOT SCALE DRAWING	DATE: 12/3/09	SIZE: A								TITLE: 2009 DODGE RT L-TRACK LOCATIONS
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: N.T.S.	WGT:								MATERIAL SPEC: N/A
THIS DRAWING IS THE PROPERTY OF EL Dorado NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED									
	FRACTIONS ± 1/16	DECIMALS .00 ± .06	ANGLES + 1 DEG.	-	MP	12/3/09	RELEASE TO PRODUCTION			
	REV.	BY	DATE				DESCRIPTION	RELEASE #	PART NUMBER	PAGE 1 OF 1

Aligned at ELDORADO NATIONAL, Salina, Ks. a THOR Company

Work Order ID 5903
 Customer Number 1404
 Name KANSAS TRUCK
 Vehicle (VIN) 2D8HN44E99R703411
 Year: 09
 Technician ED
 Mileage 7
 Time Printed 10/13/09 8:17 AM

Dodge 08-09 Grand Caravan

Front : Left

Actual	Specified Range
0.36°	-0.20° 0.60°
2.16°	1.50° 3.50°
0.13°	0.03° 0.23°
13.04°	.....
13.40°	.....
.....

Front : Right

	Actual	Specified Range
Camber	0.33°	-0.20° 0.60°
Caster	2.02°	1.50° 3.50°
Toe	0.12°	0.03° 0.23°
SAI	12.76°	.....
Included Angle	13.09°	.....
Turning Angle Diff.	.....	.....

Front

	Actual	Specified Range
Cross Camber	0.03°	-0.50° 0.50°
Cross Caster	0.14°	-1.00° 1.00°
Cross SAI	0.28°	.....
Total Toe	0.25°	0.06° 0.46°
Cross Turn Diff.	.....	.....

Rear : Left

Actual	Specified Range
0.14°	-0.31° 0.19°
0.11°	-0.30° 0.30°

Rear : Right

	Actual	Specified Range
Camber	-0.17°	-0.31° 0.19°
Toe	0.04°	-0.30° 0.30°

Rear

	Actual	Specified Range
Cross Camber	0.31°	.....
Total Toe	0.15°	-0.20° 0.20°
Thrust Angle	0.04°	-0.30° 0.30°



NOISE CERTIFICATE

This unit did not exceed 72.5 decibel's during the drive test with all components installed.

Unit Number 5842

Quality Control Signature Bejbe

Date 12-03-09

05/05



Linda S. Adams
Secretary for
Environmental Protection

Air Resources Board

Mary D. Nichols, Chairman
9480 Telstar Avenue, Suite 4
El Monte, California 91731 www.arb.ca.gov



Arnold Schwarzenegger
Governor

Reference No. A-2009-280

August 11, 2009

Mr. Todd LaPant
Transfer Flow, Inc.
1444 Fortress Street
Chico, CA 95973

Dear Mr. LaPant:

This is in regards to your request for exemption of Transfer Flow, Inc.'s (TFI) Replacement Fuel Storage Systems from the prohibitions in Section 27156 of the California Vehicle Code.

Enclosed please find Executive Orders D-288-86, D-288-87, and D-288-88, permitting advertisement, sales, and installation of TFI's Replacement Fuel Storage Systems on 2010 model-year Chrysler LLC minivans. Please note that the Executive Order number must be printed on the identification label and affixed on the device.

Exemption of the Replacement Fuel Storage Systems shall not be construed as an exemption to sell, offer for sale, or advertise any components of the system as individual devices. This Executive Order shall not apply to any device advertised, offered for sale, sold with, or installed on a motor vehicle prior to or concurrent with transfer to an ultimate purchaser. No changes are permitted to the device as described in the enclosed Executive Order. Any changes to the device, applicable model, model-year, etc. must be evaluated and approved by the Air Resources Board. No claim of any kind, such as "Approved by the Air Resources Board" or "reduces emissions," may be made with respect to the action taken herein in any advertising or other oral or written communication.

If you have any questions, please contact Ms. Rose Castro, Manager, Aftermarket Parts Section, at (626) 575-6848.

Sincerely,

Annette Hebert, Chief
Mobile Source Operations Division

Enclosures (3)

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.

California Environmental Protection Agency

State of California
AIR RESOURCES BOARD

EXECUTIVE ORDER D-288-86

Relating to Exemptions under
Section 27156 of the Vehicle Code

Transfer Flow, Inc.
Replacement Fuel Storage Systems

Pursuant to the authority vested in the Air Resources Board by Section 27156 of the Vehicle Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: That installation of the Replacement Fuel Storage Systems, manufactured by Transfer Flow, Inc. of 1444 Fortress Street, Chico, California 95973, has been found not to reduce the effectiveness of the applicable vehicle pollution control system, and therefore, the Replacement Fuel Storage Systems are exempt from the prohibitions in Section 27156 of the California Vehicle Code for installation on the following vehicles:

<u>System</u>	<u>Vehicle</u>
Sidewinder 20-gallon midship steel tank	2008 through 2010 Chrysler 3.3/3.8/4.0 liter minivans
EIDorado 20-gallon aft-axle steel tank	2008 through 2010 Chrysler 3.3/3.8/4.0 liter minivans
EIDorado 20-gallon aft-axle plastic tank*	2005 through 2010 Chrysler 3.3/3.8/4.0 liter minivans
Eclipse 20-gallon aft-axle steel tank	2008 through 2010 Chrysler 3.3/3.8 liter minivans

* This modification re-locates the stock fuel tank from midship to aft-axle location.

This Executive Order is based on an engineering evaluation and emission testing conducted by Transfer Flow, Inc. with its Replacement Fuel Storage Systems.

Exemption of the Replacement Fuel Storage Systems shall not be construed as an exemption to sell, offer for sale, or advertise any components of the system as individual devices.

This Executive Order shall not apply to any device advertised, offered for sale, sold with, or installed on a motor vehicle prior to or concurrent with transfer to an ultimate purchaser.

This Executive Order is valid provided that installation instructions for the Replacement Fuel Storage Systems do not recommend tuning the vehicle to specifications different from those of the vehicle manufacturer.

Changes made to the design or operating conditions of the Replacement Fuel Storage Systems, as exempt by the Air Resources Board, which adversely affect the performance of the vehicle's pollution control system shall invalidate this Executive Order.

Marketing of the Replacement Fuel Storage Systems using an identification other than that shown in this Executive Order or for an application other than those listed in this Executive Order shall be prohibited unless prior approval is obtained from the Air Resources Board.

In addition to the foregoing, the Air Resources Board reserves the right in the future to review this Executive Order and the exemption provided herein to assure that the exempted add-on or modified part continues to meet the standards and procedures of Title 13, California Code of Regulations, Section 2222 et seq.

This Executive Order does not constitute any opinion as to the effect the use of the Replacement Fuel Storage Systems may have on any warranty either expressed or implied by the vehicle manufacturer.

No claim of any kind, such as "Approved by the Air Resources Board," may be made with respect to the action taken herein in any advertising or other oral or written communication.

THIS EXECUTIVE ORDER DOES NOT CONSTITUTE A CERTIFICATION, ACCREDITATION, APPROVAL, OR ANY OTHER TYPE OF ENDORSEMENT BY THE AIR RESOURCES BOARD OF CLAIMS OF THE APPLICANT CONCERNING ANTI-POLLUTION BENEFITS OR ANY ALLEGED BENEFITS OF TRANSFER FLOW, INC.'S REPLACEMENT FUEL STORAGE SYSTEMS.

Violation of any of the above conditions shall be grounds for revocation of this Executive Order. The Executive Order may be revoked only after a ten-day written notice of intention to revoke the Executive Order, in which period the holder of the Executive Order may request in writing a hearing to contest the proposed revocation. If a hearing is requested, it shall be held within ten days of receipt of the request and the Executive Order may not be revoked until a determination is made after a hearing that grounds for revocation exist.

Executed at El Monte, California, this 11th day of August 2009.



Annette Hebert, Chief
Mobile Source Operations Division

State of California
AIR RESOURCES BOARD

EXECUTIVE ORDER D-288-87

Relating to Exemptions under
Section 27156 of the Vehicle Code

Transfer Flow, Inc.
Replacement Fuel Storage System

Pursuant to the authority vested in the Air Resources Board by Section 27156 of the Vehicle Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: That installation of the Replacement Fuel Storage System, manufactured by Transfer Flow, Inc. of 1444 Fortress Street, Chico, California 95973, has been found not to reduce the effectiveness of the applicable vehicle pollution control system, and therefore, the Replacement Fuel Storage System is exempt from the prohibitions in Section 27156 of the California Vehicle Code for installation on the following vehicles:

<u>System</u>	<u>Vehicle</u>
Viewpoint 20-gallon midship steel tank	2008 through 2010 Chrysler 3.3/3.8/4.0 liter minivans

This Executive Order is based on an engineering evaluation and emission testing conducted by Transfer Flow, Inc. with the Replacement Fuel Storage System.

Exemption of the Replacement Fuel Storage System shall not be construed as an exemption to sell, offer for sale, or advertise any components of the system as individual devices.

This Executive Order shall not apply to any device advertised, offered for sale, sold with, or installed on a motor vehicle prior to or concurrent with transfer to an ultimate purchaser.

This Executive Order is valid provided that installation instructions for the Replacement Fuel Storage System do not recommend tuning the vehicle to specifications different from those of the vehicle manufacturer.

Changes made to the design or operating conditions of the Replacement Fuel Storage System, as exempt by the Air Resources Board, which adversely affect the performance of the vehicle's pollution control system shall invalidate this Executive Order.

Marketing of the Replacement Fuel Storage System using an identification other than that shown in this Executive Order or for an application other than those listed in this Executive Order shall be prohibited unless prior approval is obtained from the Air Resources Board.

In addition to the foregoing, the Air Resources Board reserves the right in the future to review this Executive Order and the exemption provided herein to assure that the exempted add-on or modified part continues to meet the standards and procedures of Title 13, California Code of Regulations, Section 2222 et seq.

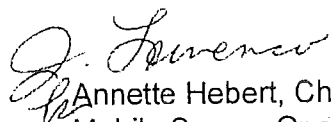
This Executive Order does not constitute any opinion as to the effect the use of the Replacement Fuel Storage System may have on any warranty either expressed or implied by the vehicle manufacturer.

No claim of any kind, such as "Approved by the Air Resources Board," may be made with respect to the action taken herein in any advertising or other oral or written communication.

THIS EXECUTIVE ORDER DOES NOT CONSTITUTE A CERTIFICATION, ACCREDITATION, APPROVAL, OR ANY OTHER TYPE OF ENDORSEMENT BY THE AIR RESOURCES BOARD OF CLAIMS OF THE APPLICANT CONCERNING ANTI-POLLUTION BENEFITS OR ANY ALLEGED BENEFITS OF TRANSFER FLOW, INC.'S REPLACEMENT FUEL STORAGE SYSTEM.

Violation of any of the above conditions shall be grounds for revocation of this Executive Order. The Executive Order may be revoked only after a ten-day written notice of intention to revoke the Executive Order, in which period the holder of the Executive Order may request in writing a hearing to contest the proposed revocation. If a hearing is requested, it shall be held within ten days of receipt of the request and the Executive Order may not be revoked until a determination is made after a hearing that grounds for revocation exist.

Executed at El Monte, California, this 11th day of August 2009.


Annette Hebert, Chief
Mobile Source Operations Division

State of California
AIR RESOURCES BOARD

EXECUTIVE ORDER D-288-88

Relating to Exemptions under
Section 27156 of the Vehicle Code

Transfer Flow, Inc.
Replacement Fuel Storage System

Pursuant to the authority vested in the Air Resources Board by Section 27156 of the Vehicle Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: That installation of the Replacement Fuel Storage System, manufactured by Transfer Flow, Inc. of 1444 Fortress Street, Chico, California 95973, has been found not to reduce the effectiveness of the applicable vehicle pollution control system, and therefore, the Replacement Fuel Storage System is exempt from the prohibitions in Section 27156 of the California Vehicle Code for installation on the following vehicles:

<u>System</u>	<u>Vehicle</u>
Braun 20-gallon midship steel tank	2008 through 2010 Chrysler 3.3/3.8/4.0 liter minivans

This Executive Order is based on an engineering evaluation and emission testing conducted by Transfer Flow, Inc. with the Replacement Fuel Storage System.

Exemption of the Replacement Fuel Storage System shall not be construed as an exemption to sell, offer for sale, or advertise any components of the system as individual devices.

This Executive Order shall not apply to any device advertised, offered for sale, sold with, or installed on a motor vehicle prior to or concurrent with transfer to an ultimate purchaser.

This Executive Order is valid provided that installation instructions for the Replacement Fuel Storage System do not recommend tuning the vehicle to specifications different from those of the vehicle manufacturer.

Changes made to the design or operating conditions of the Replacement Fuel Storage System, as exempt by the Air Resources Board, which adversely affect the performance of the vehicle's pollution control system shall invalidate this Executive Order.

Marketing of the Replacement Fuel Storage System using an identification other than that shown in this Executive Order or for an application other than those listed in this Executive Order shall be prohibited unless prior approval is obtained from the Air Resources Board.

In addition to the foregoing, the Air Resources Board reserves the right in the future to review this Executive Order and the exemption provided herein to assure that the exempted add-on or modified part continues to meet the standards and procedures of Title 13, California Code of Regulations, Section 2222 et seq.

This Executive Order does not constitute any opinion as to the effect the use of the Replacement Fuel Storage System may have on any warranty either expressed or implied by the vehicle manufacturer.

No claim of any kind, such as "Approved by the Air Resources Board," may be made with respect to the action taken herein in any advertising or other oral or written communication.

THIS EXECUTIVE ORDER DOES NOT CONSTITUTE A CERTIFICATION, ACCREDITATION, APPROVAL, OR ANY OTHER TYPE OF ENDORSEMENT BY THE AIR RESOURCES BOARD OF CLAIMS OF THE APPLICANT CONCERNING ANTI-POLLUTION BENEFITS OR ANY ALLEGED BENEFITS OF TRANSFER FLOW, INC.'S REPLACEMENT FUEL STORAGE SYSTEM.

Violation of any of the above conditions shall be grounds for revocation of this Executive Order. The Executive Order may be revoked only after a ten-day written notice of intention to revoke the Executive Order, in which period the holder of the Executive Order may request in writing a hearing to contest the proposed revocation. If a hearing is requested, it shall be held within ten days of receipt of the request and the Executive Order may not be revoked until a determination is made after a hearing that grounds for revocation exist.

Executed at El Monte, California, this 11th day of August 2009.



Annette Hebert, Chief
Mobile Source Operations Division

In order to insure that each vehicle maintains the OEM structural integrity and proper alignment during conversion process, templates, jig fixtures, and diagonal bracing is used during the process for the accessibility modification.

1) The entire van chassis is placed on a jig fixture that locates on 8 critical anchor points of the van to the fixture. The two front locations are the strut towers in their original location, 2 forward locations under the front bumper, and 2 pinned locations lock the back of the chassis in place at the rear bumper with a tension chain and boomer. Two additional mid ship points of support have been added to assure original body integrity.

2) Side to Side Diagonal bracing is then added to each sidewall B pillar, these structural diagonal truss supports will assure the correct placement of the floor weldment and interior weld panels when they are installed later in the conversion.

The steps taken in 1) & 2) take place before any of the OEM chassis is cut.

3) Two locating holes above the main rails are cut to access the OEM main structural supports. These 12" wide holes, one located in the front behind the firewall, and the 2nd in the rear in front of the third row seat expose the main structure of the chassis

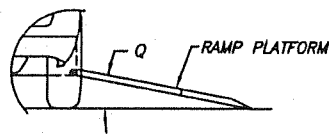
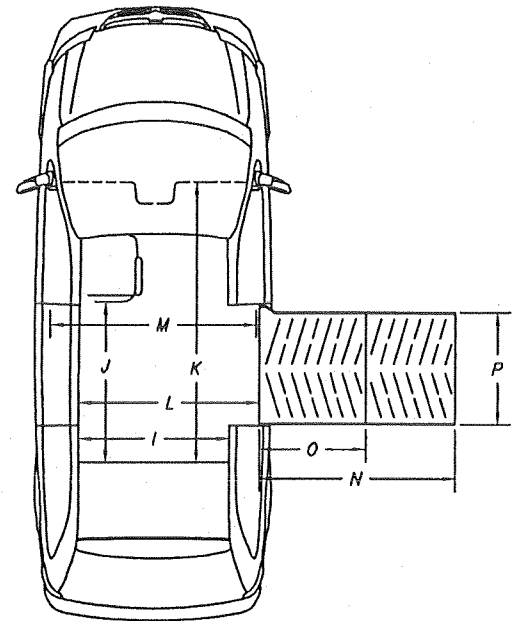
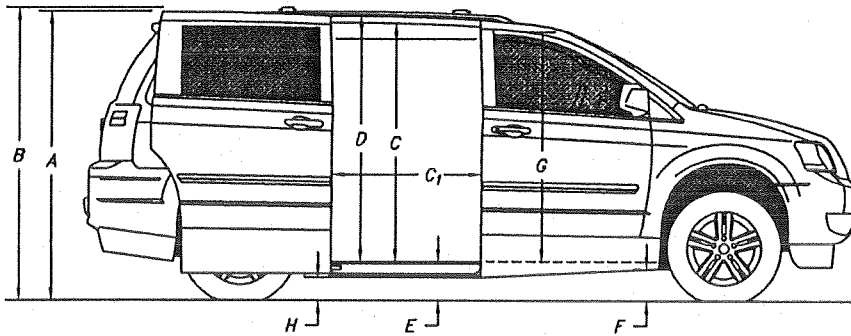
4) The new floor weldment is set in place on the rolling jig fixture prior to placing the chassis on the fixture, the fixture sets the floor precisely the same location on the chassis every time. Location pins assure the marriage of the floor weldment to the OEM chassis. This process will maintain the floor and the rear axle will be in precisely the correct location when installed. Other critical reference measurements are taken at this time to check the floor location. When the floor is set, then the outer shell is spot welded in place to assure door fit and then the main rails are welded in place to the existing OEM main frame. All structural welding is completed at this time before the OEM floor is removed.

5) The OEM section of floor is then removed and discarded. As the weld procedure continues, all the internal panels and support transitions are completely welded in at this time which ties the body back to the floor structure. The accessibility modification and structural conversion is complete, the diagonal bracing can now be removed.

Vehicle Dimensions

(SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE)
 2008-2010 DODGE GRAND CARAVAN
 2008-2010 TOWN AND COUNTRY

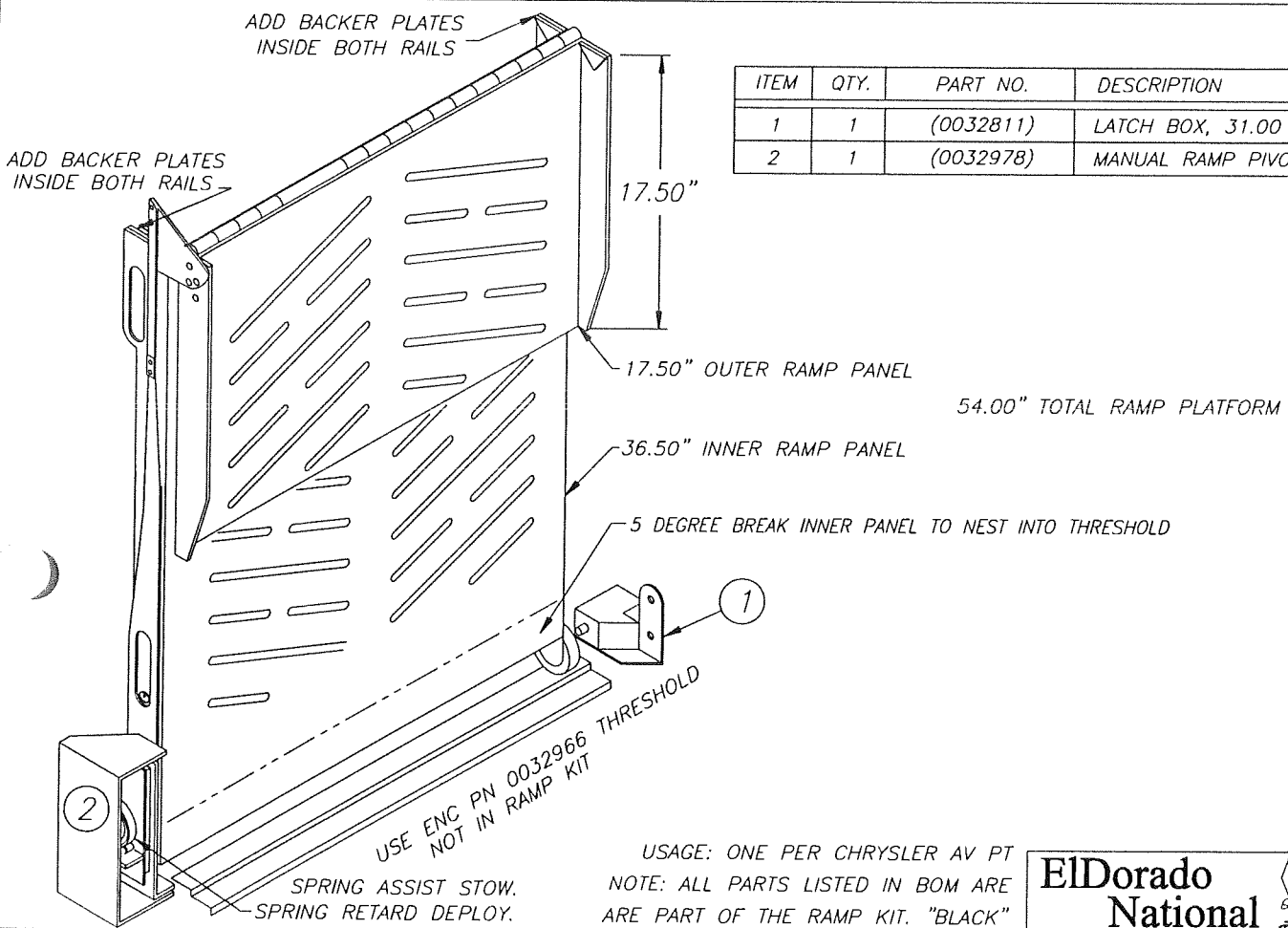
Amerivan



FOLD OUT RAMP

ITEM	DESCRIPTION	DIMENSION
A	OVERALL HEIGHT OF VAN	72 3/4"
B	OVERALL HEIGHT OF VAN, (WITH LUGGAGE RACK)	75"
C	DOOR OPENING, USABLE HEIGHT	56"
C ₁	DOOR OPENING, WIDTH	33"
D	INTERIOR HEIGHT AT CENTER OF VAN WITH CONSOLE	57 1/2"
D	INTERIOR HEIGHT AT CENTER OF VAN WITHOUT CONSOLE	60 1/2"
E	HEIGHT AT FLOOR, (NORMAL)	11"
F	GROUND CLEARANCE AT SIDE DOORS, (NORMAL)	7"
G	INTERIOR HEIGHT AT DRIVER AND PASSENGER POSITION	60"
H	GROUND CLEARANCE AT FRAME, (EMPTY)	7 5/8"
I	INTERIOR WIDTH	46 1/2"
J	INTERIOR FLOOR LENGTH FROM BEHIND FRONT SEAT	55 1/2"
K	OVERALL INTERIOR FLOOR LENGTH	87"
L	INTERIOR WIDTH AT MIDDLE OF RAMP	66"
M	INTERIOR WIDTH BEHIND DRIVER'S SEAT AT B-PILLAR	60"
N	RAMP LENGTH	54"
O	RAMP LENGTH, (FIRST SECTION ONLY)	34 1/2"
P	USABLE RAMP WIDTH	31"
Q	NORMAL RAMP ANGLE	9 DEG.
	GROSS VEHICLE WEIGHT RATING (LBS)	6050

0032621



ITEM	QTY.	PART NO.	DESCRIPTION
1	1	(0032811)	LATCH BOX, 31.00 MANUAL RAMP
2	1	(0032978)	MANUAL RAMP PIVOT MOUNT CH 08

54.00" TOTAL RAMP PLATFORM

USAGE: ONE PER CHRYSLER AV PT
 NOTE: ALL PARTS LISTED IN BOM ARE
 ARE PART OF THE RAMP KIT. "BLACK"

Eldorado National
 — a THOR company — 1655 WALL STREET
 SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION							
SUPERCEDES: NONE	DRAWN: GREEN	CKD:						
DO NOT SCALE DRAWING	DATE: 03/24/08	SIZE: A	C	MP	10/20/08	ADD BOM INFO	13619	TITLE: RAMP, 31.00" MNL. '08 CH BLK "BLACK PAINT"
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: N.T.S.	WGT:	B	SG	10/03/08	REMOVE THRESHOLD REFERENCE	13586	MATERIAL SPEC: 6061 3/16" ALUM.
THIS DRAWING IS THE PROPERTY OF ELDRADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED		A	SG	06/20/08	ADDED NUMBER FOR LATCH BOX	13234	PART NUMBER
	FRACTIONS ± 1/16		-	SG	03/24/08	RELEASE TO PRODUCTION	12941	0032621
	DECIMALS .00 ± .06		REV.	BY	DATE	DESCRIPTION	RELEASE #	PAGE
	ANGLES + 1 DEG.							1 of 1

**ELDORADO NATIONAL, KANSAS
1655 WALL STREET
SALINA, KS 67401**

**CHRYSLER & DODGE AMERIVAN
WHEELCHAIR SECUREMENT SYSTEM**

**TEST CONDUCTED BY:
ELDORADO NATIONAL, KS**

**DATE TEST CONDUCTED
April 10, 2009**

**REPORT NUMBER
210-T464**

PURPOSE: Test the wheelchair securement system in our Chrysler/Dodge Amerivan to the requirements of 49 CFR 38.23 (d), (1) and (7).

SCOPE: This test verifies the wheelchair securement system for the 2008 and forward Chrysler and Dodge Amerivan.

CONCLUSION: The system passed all the required load tests and is approved for installation in our Amerivan as outlined above.

CRITERIA: The Amerivan securement system must withstand the loads specified in CFR 38.23 (d) (1) – 2500 lb. per securement leg, and 38.23 (d) (7) - seatbelt anchorage of 3000 lb. on the lap belt and 3000 lb. on the upper torso belt. Seat belt loads must be attained within 30 seconds and held for 10 seconds. Onset angle pull angle is 5° to 15° above horizontal for the seat belts and between 30° and 60° for the wheelchair securement belts. All loads are applied simultaneously.

SET-UP: The securement system was installed per the manufacturer's specifications. Two hydraulic cylinders with load cells were located, one to pull the upper torso body block and the lap belt body block. The other cylinder applied the force to the mobility aid belts. Valves were pre-set for each of the required loads. A seat device was used to locate the body blocks and pull mechanism.

PROCEDURE: Pressure was applied to the cylinders until all loads were attained. The loads were applied evenly and simultaneously.

TEST RESULTS: The attachment to the floor deformed only slightly at full load. Loads applied and onset angles are listed below. Loads were increased to "max load".

<u>Position</u>	<u>Onset Angle</u>	<u>Req'd Load</u>	<u>Test Load</u>	<u>Max Load</u>
Torso & Lap	11°	6000	6100	6600
Sec Leg.	40°	5000	5054	5600

COMMENTS: Pictures and load cell certifications attached. Test recorded on video tape E-09-02. Film clip of indicators filed with report. No failures occurred at test load or at max load. The lap belt load and upper torso loads were combined into one load using a pulley to divide the load.

PREPARED BY: Ken Huser
Ken Huser, Technical Advisor

DATE: 23 APR 09

CONDUCTED BY: Paul Small
Doug Jensen

WITNESSED BY: Mike Perry

NOT TO BE USED, DISCLOSED OR REPRODUCED
WITHOUT PERMISSION. PROPERTY OF
ELDORADO NATIONAL, KANSAS.

djb

220958

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
Topeka, KS 66619-0282
Phone 785-862-2415

SMALL SCALE TEST REPORT

FACILITY: Co / / / Telephone

Address or Name Change
If checked →

OLD FACILITY: Co / / / Telephone

TYPE OF CONTACT (circle one)				ACTION TAKEN CODES				DEVICE CATEGORY CODES									
<input checked="" type="radio"/> 1 Serv. Co. Test	<input type="radio"/> 4 Quality Control	<input type="radio"/> 3 Rejected	<input type="radio"/> 6 Action Pending	<input type="radio"/> 1 Approved	<input type="radio"/> 4 Rejected-Spec	<input type="radio"/> 11 Food	<input type="radio"/> 14 Dockage	<input type="radio"/> 2 New Installation	<input type="radio"/> 5 Tech Check	<input type="radio"/> 5 Taken Out of Service	<input type="radio"/> 12 Pet Food	<input type="radio"/> 15 Hardware/Nursery	<input type="radio"/> 3 Service Call	<input type="radio"/> 6 Compliance	<input type="radio"/> 6 Action Pending	<input type="radio"/> 13 Shipping	<input type="radio"/> 16 Propane
Name of Facility (Where devices are located) <i>Eldorado</i>								Location									
Address								City <i>Salina</i>		State		Zip Code					
Contact Person <i>Steve Baker</i>								Phone		Test Date <i>3-13-09</i>		Last Test Date					
Serial # <i>J 4943</i>				Serial # <i>B 54143</i>				Serial #									
Make <i>UMC</i>				Make <i>Rice Lake</i>				Make									
Model <i>UMC1502-1</i>				Model <i>1Q1355</i>				Model									
Device Category				Device Category				Device Category									
Commercial		Non-Commercial <input checked="" type="checkbox"/>		Commercial		Non-Commercial <input checked="" type="checkbox"/>		Commercial		Non-Commercial							
Capacity <i>3,000 X 1 lb</i>				Capacity <i>19000 X 2 lb</i>				Capacity									
Number of Scale Div. <i>3000</i>				Number of Scale Div. <i>5000</i>				Number of Scale Div.									
Type Appr.	Yes	No	<input checked="" type="checkbox"/>	Type Appr.	Yes	No	<input checked="" type="checkbox"/>	Type Appr.	Yes	No							
Mechanical		Digital	<input checked="" type="checkbox"/>	Mechanical	<input checked="" type="checkbox"/>	Digital	<input checked="" type="checkbox"/>	Mechanical		Digital							
Accuracy Class:				Accuracy Class:				Accuracy Class:									
Tolerance Maint.		<input checked="" type="checkbox"/> Accept		Tolerance Maint.		<input checked="" type="checkbox"/> Accept		Tolerance Maint.		Accept							
Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left			
Start on Zero	<i>0</i>			<i>0</i>	Start on Zero	<i>0</i>	<input checked="" type="checkbox"/>			Start on Zero							
20 d					20 d <i>1000 lb</i>					20 d							
500 d or 1/4 Cap	<i>1000 -1</i>			<i>0</i>	500 d or 1/4 Cap					500 d or 1/4 Cap							
1500 d or 1/2 Cap					1500 d or 1/2 Cap					1500 d or 1/2 Cap							
Shift Test	<i>2000 -2</i>			<i>0</i>	Shift Test <i>2000 lb</i>	<i>0</i>	<input checked="" type="checkbox"/>			Shift Test							
2000 d or 3/4 Cap					2000 d or 3/4 Cap					2000 d or 3/4 Cap							
Capacity					Capacity <i>1000 lb</i>	<i>0</i>	<input checked="" type="checkbox"/>			Capacity							
Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap							
1000 d	<i>1000 lb -1</i>			<i>0</i>	1000 d <i>1000 lb</i>					1000 d							
500 d or 1/4 Cap					500 d or 1/4 Cap					500 d or 1/4 Cap							
Return to Zero	<i>0</i>			<i>0</i>	Return to Zero	<i>0</i>	<input checked="" type="checkbox"/>			Return to Zero							
Action Taken	- + ± 1 2 3			<i>1</i>	Action Taken	- + ± 1 2 3				Action Taken	- + ± 1 2 3						
Comments: <i>1/2 S/N X15230</i>				Comments: <i>1/2 S/N H26347</i>				Comments:									

Service Company (Print Name) <i>STEVE B BAKER</i>	I.D. Number	Technician (Print Name)	I.D. Number
Owner/Operator (Signature)	Technician (Signature) <i>Brian Weaver</i>	Time In	Time Out

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
Topeka, KS 66619-0282
Phone 785-862-2415

217392
SMALL SCALE TEST REPORT

FACILITY: _____ / _____ / _____ / _____
Co / Cty / Fir / Telephone

OLD FACILITY: _____ / _____ / _____ / _____
Co / Cty / Fir / Telephone

Address or Name Change
If checked ⇒

TYPE OF CONTACT (circle one)		ACTION TAKEN CODES				DEVICE CATEGORY CODES					
1	Serv. Co. Test	4	Quality Control	1	Approved	4	Rejected-Spec	11	Food	14	Dockage
2	New Installation	5	Tech Check	5	Taken Out of Service	5	Taken Out of Service	12	Pot Food	15	Hardware/Nursery
3	Service Call	6	Compliance	3	Rejected	6	Action Pending	13	Shipping	16	Propane

Name of Facility (Where devices are located) Eldorado National Location _____

Address _____ City Salina State _____ Zip Code _____

Contact Person _____ Phone _____ Test Date 1-09-09 Last Test Date _____

Serial # <u>B 54142</u>	Serial # _____	Serial # _____
Make <u>Rice Lake</u>	Make _____	Make _____
Model <u>1Q355</u>	Model _____	Model _____

Device Category	Device Category	Device Category
Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>

Capacity 15,000 lb X 2 1/2 d Capacity d Capacity d

Number of Scale Div. 7500 Number of Scale Div. _____ Number of Scale Div. _____

Type Appr. Yes No Type Appr. Yes No Type Appr. Yes No

Mechanical Digital Mechanical Digital Mechanical Digital

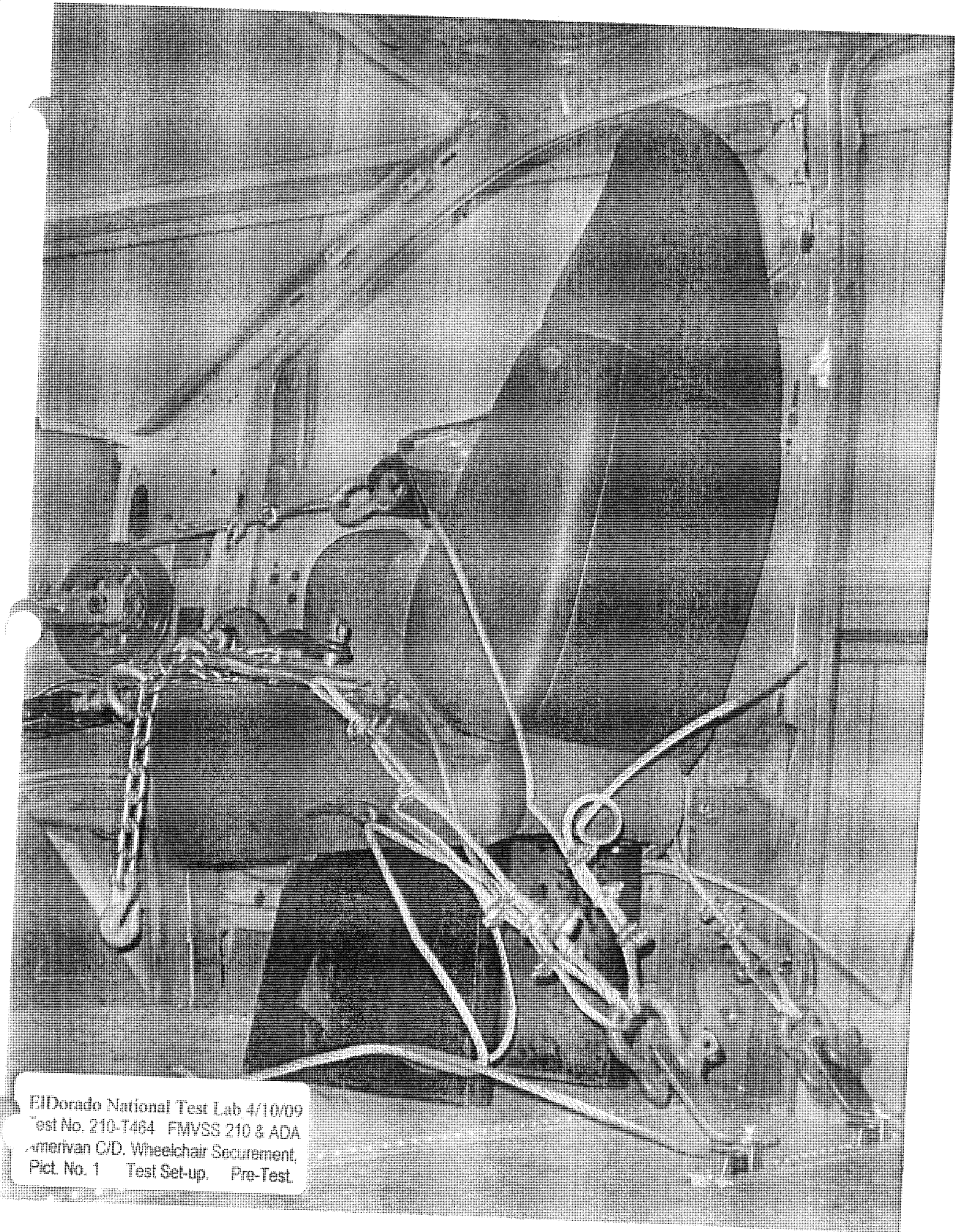
Accuracy Class: III Accuracy Class: _____ Accuracy Class: _____

Tolerance Maint. Accept Tolerance Maint. Accept Tolerance Maint. Accept

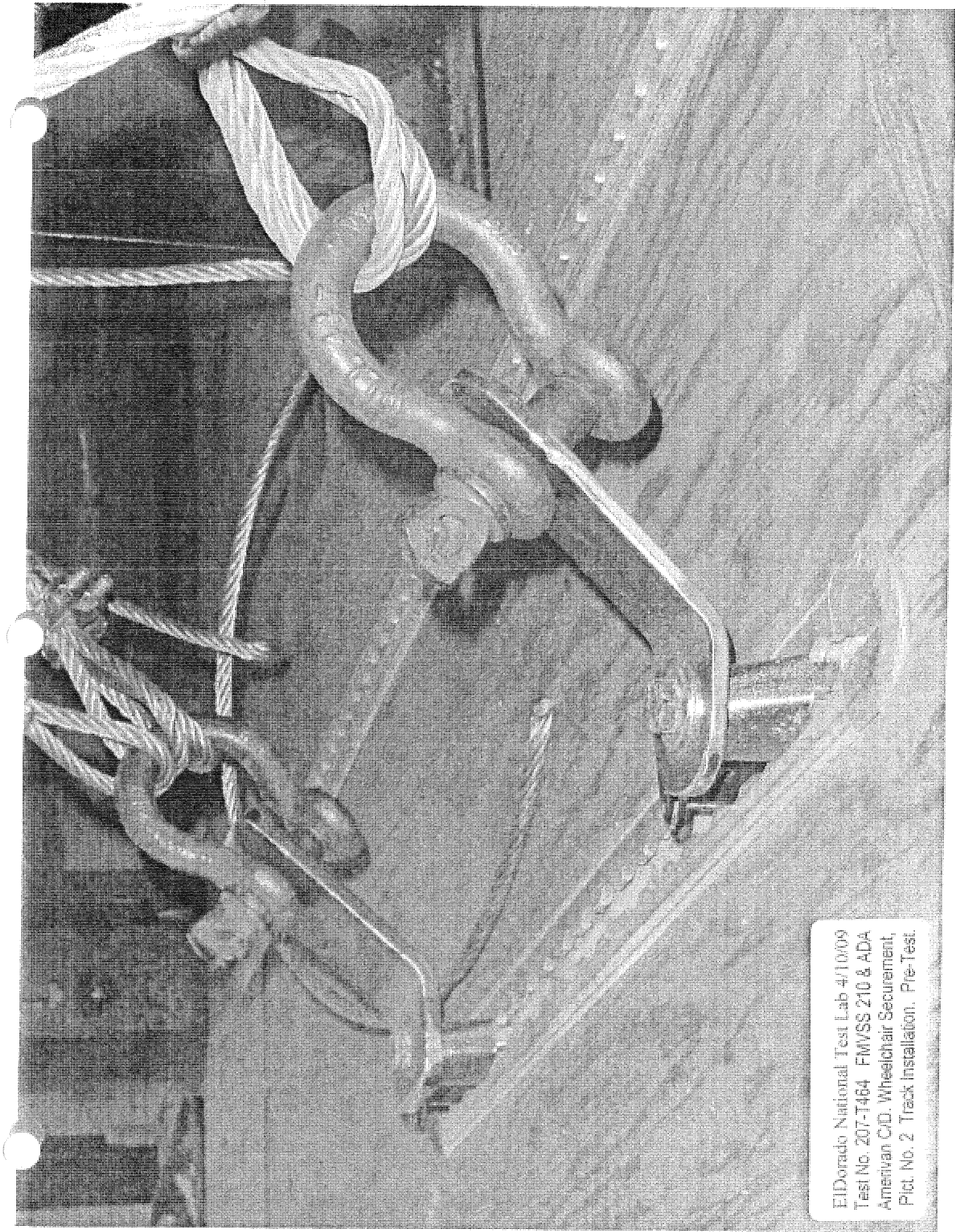
Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left
Start on Zero	<u>0</u>			<u>0</u>	Start on Zero					Start on Zero				
20 d	<u>1000</u>	<u>993</u>		<u>1000</u>	20 d					20 d				
500 d or 1/4 Cap					500 d or 1/4 Cap					500 d or 1/4 Cap				
1500 d or 1/2 Cap	<u>2000</u>	<u>1996</u>		<u>2000</u>	1500 d or 1/2 Cap					1500 d or 1/2 Cap				
Shift Test	<u>3000</u>	<u>2992</u>		<u>3000</u>	Shift Test					Shift Test				
2000 d or 3/4 Cap					2000 d or 3/4 Cap					2000 d or 3/4 Cap				
Capacity					Capacity					Capacity				
Decr. to 1500 d or 1/2 Cap	<u>2000</u>			<u>2000</u>	Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap				
1000 d					1000 d					1000 d				
500 d or 1/4 Cap	<u>1000</u>			<u>1000</u>	500 d or 1/4 Cap					500 d or 1/4 Cap				
Return to Zero				<u>0</u>	Return to Zero					Return to Zero				
Action Taken	- + ± 1 2 3			- + ± 1 2 3	Action Taken	- + ± 1 2 3			- + ± 1 2 3	Action Taken	- + ± 1 2 3			- + ± 1 2 3

Comments: _____
Comments: _____
Comments: _____

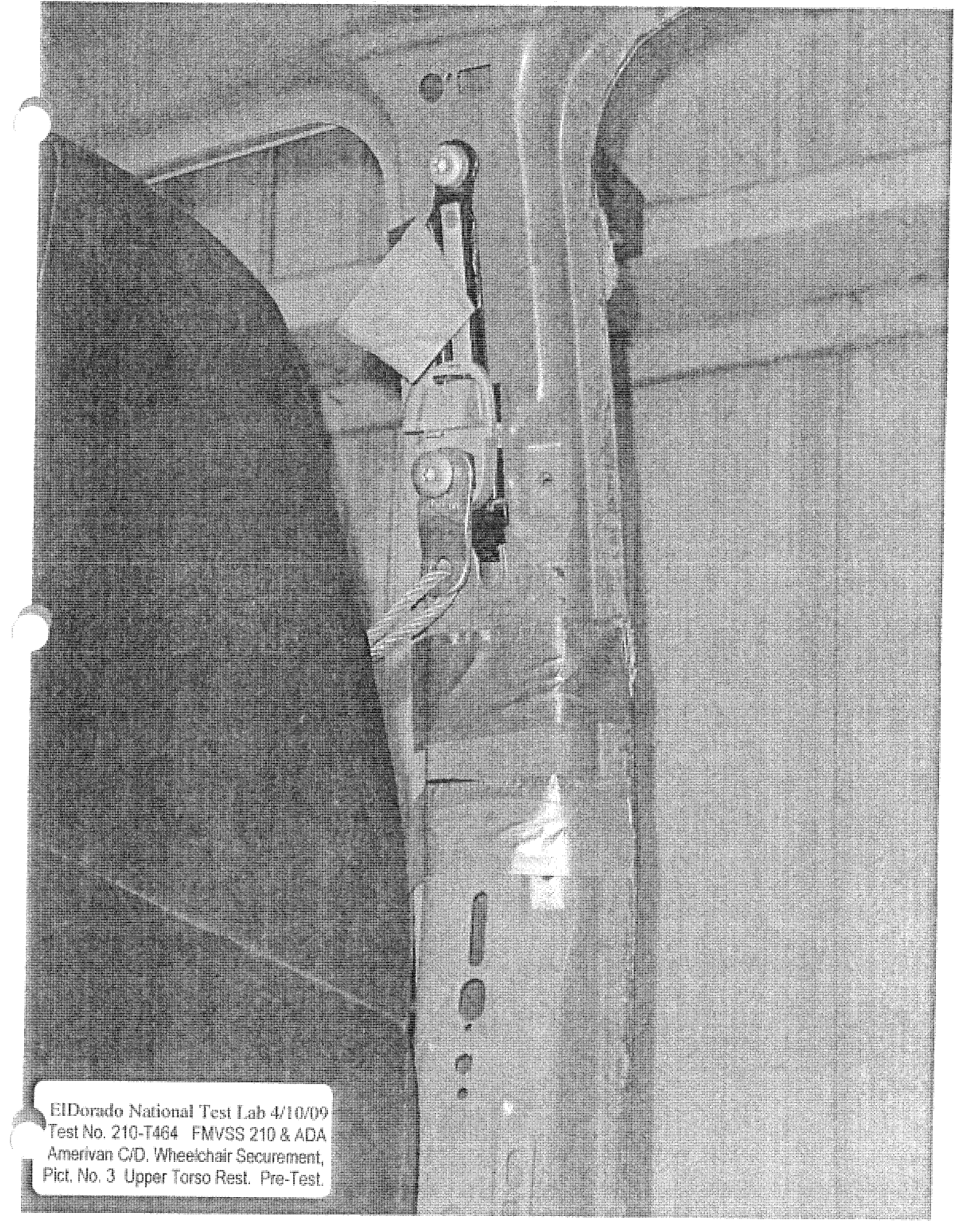
Service Company (Print Name) _____ I.D. Number _____ Technician (Print Name) _____ I.D. Number _____
Owner/Operator (Signature) Tim B. Barber Technician (Signature) Luann Weaver Time In _____ Time Out _____



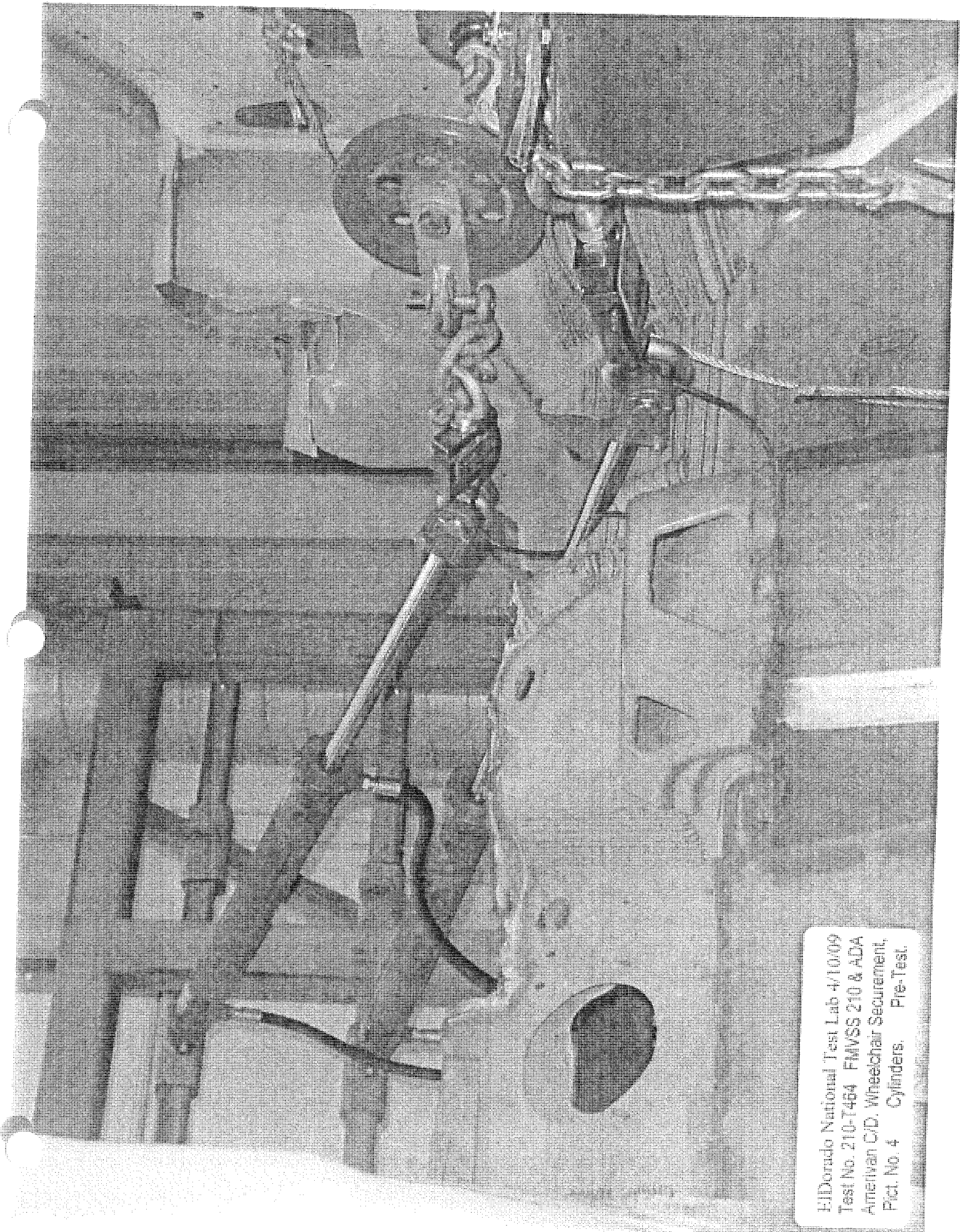
EIDorado National Test Lab 4/10/09
Test No. 210-T464 FMVSS 210 & ADA
Amerivan C/D. Wheelchair Securement,
Pict. No. 1 Test Set-up. Pre-Test



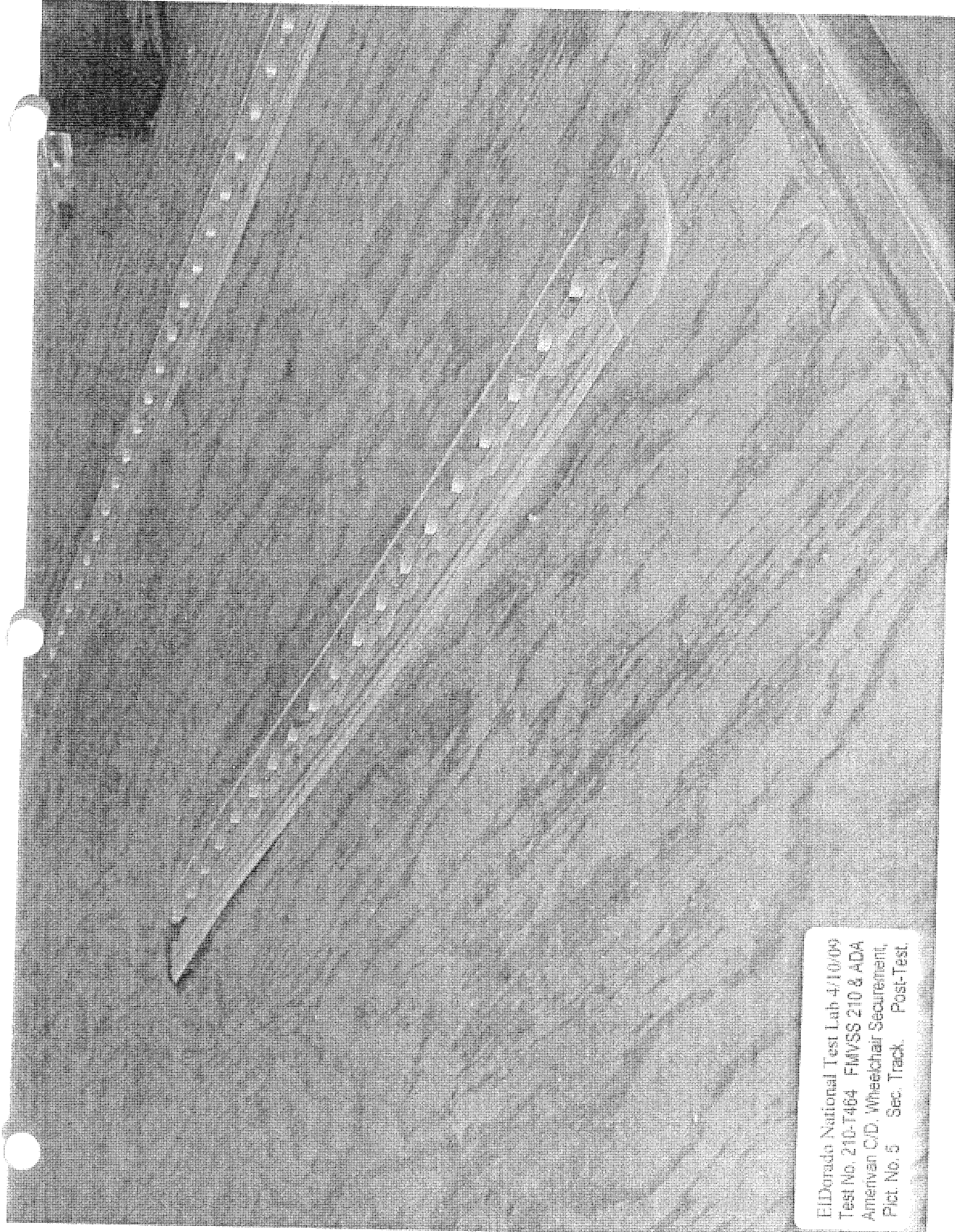
Eldorado National Test Lab 4/10/09
Test No. 207-T464 FMVSS 210 & ADA
American C/D Wheelchair Securement,
Pict. No. 2 Track Installation, Pre-Test.



EIDorado National Test Lab 4/10/09
Test No. 210-T464 FMVSS 210 & ADA
Amerivan C/D, Wheelchair Securement,
Pict. No. 3 Upper Torso Rest. Pre-Test.



ElDorado National Test Lab 4/10/09
Test No. 210-T464 FMVSS 210 & ADA
Amerivan C/D Wheelchair Securement,
Pict. No. 4 Cylinders. Pre-Test.



EIDorado National Test Lab 4/10/09
Test No. 210-T464 FMVSS 210 & ADA
American C/D Wheelchair Securement,
Pict No. 5 Sec. Track Post-Test.



Eldorado National Test Lab 4/10/09
Test No. 210-T484 FMVSS 210 & ADA
American C/D. Wheelchair Securement,
Pict. No. 6 - Indicators. At Test Load.

Q'STRAIT INSTALLATION INSTRUCTIONS 4-POINT WHEELCHAIR SECUREMENT SYSTEMS

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**PRIOR TO INSTALLING, PLEASE CAREFULLY
READ ALL INSTRUCTIONS AND WARNINGS**

Q'STRAIT INSTALLATION INSTRUCTIONS 4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Introduction

Purpose of 4-Point Wheelchair Securement Systems

The Q'Strait 4-Point wheelchair & occupant securement systems, when used as recommended, provide the safest means of transportation for wheelchair passengers unable to transfer from their wheelchairs when traveling in motor vehicles. Each component has been designed, engineered and tested to work as one comprehensive system. In the event of a collision or sudden stop, the system isolates the forward forces of the occupant from those of their chair by directing the chair's forces to the vehicle floor and anchorages.

Regulations and Standards

All Q'Strait Securement 4-Point Securement Systems and components, including QRT, Q-5000 and M-Series, comply with all applicable safety regulations and standards including ADA, FMVSS & CMVSS 209/210/222/302, CSA Z604/Z605 & D409, AS2942, and CE Directive 93/42/EEC. In addition, all systems are crash tested to 30mph (48kph), 20G, and comply with all applicable requirements of SAE J2249* and ISO 10542*.

Note: * Systems mounted to A-Track anchorage do not meet crash testing standards.
* Only designated M-Series systems are crash tested to applicable SAE and ISO standards. Contact your nearest Q'Strait office for more information.

System Checklist

Each Q'Strait system and its components are designed and engineered as a complete, integrated securement system to provide wheelchair passengers with maximum transportation safety.

In general, the following parts make a complete wheelchair / passenger securement system. Please verify to ensure all parts are included. If anything is missing, contact your nearest Q'Strait office or distributor.

- Wheelchair Tiedown Retractors or Manual Belts (4)
- Occupant Lap Belt* (1)
- Occupant Shoulder Belt* (1) & mounting hardware
*Note: * Occupant lap and shoulder belt may be a combination lap/shoulder belt*
- Installation Instructions (1)
- Driver / Operator Instructions (1)
- In-vehicle Instruction Label (1)
- Warranty Registration Card (1)

Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Wheelchair Location Recommendations

IMPORTANT

The following are recommendations for the layout of designated Wheelchair Locations:

- **TIEDOWNS SHOULD ONLY BE INSTALLED SO WHEELCHAIR PASSENGERS ARE FACING FORWARD.** Note: Wheelchair passengers may face rearward when in compliance with ADA.
- Wheelchair Locations should be situated as close to the accessible entrance as practical with an unobstructed path to each location (if multiple locations are provided).
- Ensure there is sufficient space to allow driver/attendant the ability to move around Wheelchair Location, and to properly secure wheelchair passengers.
- Check for wall clearance, allowing space for installation of floor anchorages and shoulder belt (Figure 1)
- Wheelchair passenger Frontal Clear Zone (FCZ) requirements (Figure 2) are based on potential movements of the passenger during a crash.
- Recommended distances between anchorage points and vehicle interior components are necessary to prevent wheelchair passenger injuries within the designated FCZ.
- To reduce possibility of head and chest injuries to wheelchair passengers, vehicle interior components should not be located in the designated Wheelchair Location unless they comply with impact requirements of FMVSS 201 or equivalent.

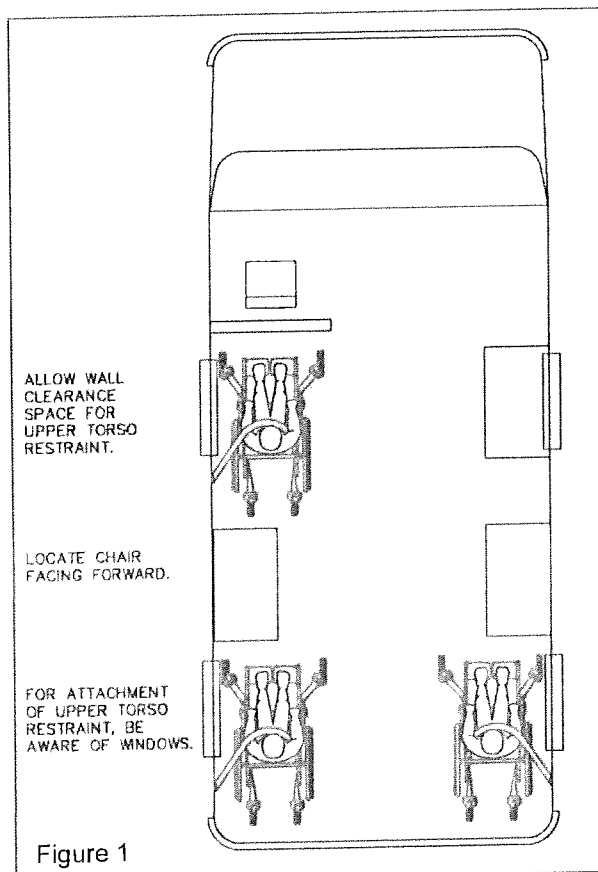


Figure 1

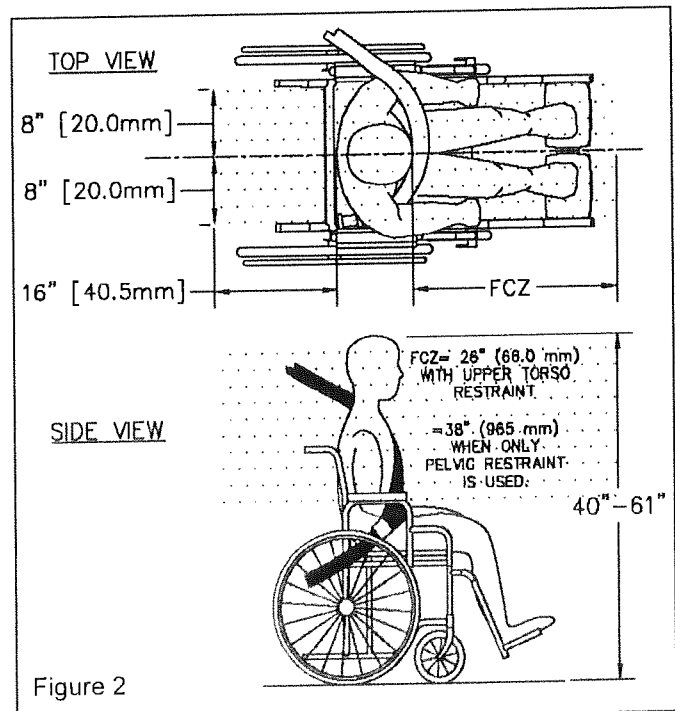


Figure 2

Recommended Frontal Clear Zones (FCZ): Seated Head Height (SHT) ranges from 40" (1,016mm) for a 6-year old child to 61" (1,550mm) for a tall adult. Note: We strongly recommend the use of lap and shoulder belts to reduce possibility of head and chest impacts with vehicle components. FCZ may not be achievable with wheelchair-seated drivers.

Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Floor Anchorage Installation

The following instructions are for Q'Strait's most common floor anchorages. If the floor anchorage received is not included in these instructions, contact Customer Satisfaction at your nearest Q'Strait office or visit our website at www.qstraint.com/support to download additional instructions.

Floor Anchorage Layout Recommendations

The following are the recommended best installation practices and distances (center-to-center) between floor anchorages (Refer to Figure 3):

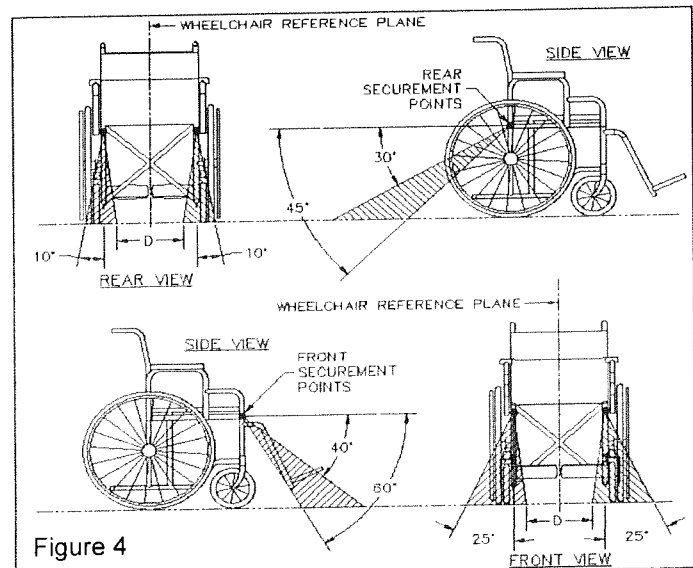
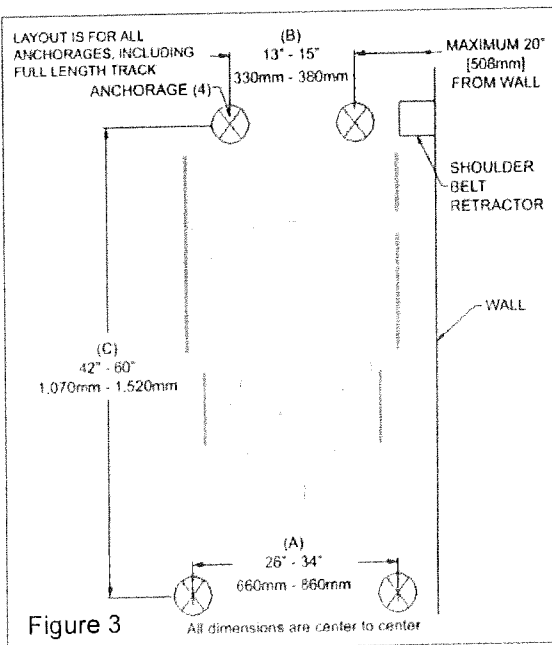
- (A) Front to Front = 26" - 34" (660 - 860mm)
- (B) Rear to Rear = 13" - 15" (330 - 380mm)
- (C) Front to Rear = 42" - 60" (1,070 - 1,520mm)*

*** Important Note:** For public transit vehicle installations, 'Front to Rear' clear area spacing of 48" – 75" (1,220 – 1,900mm) is safe, acceptable and ADA approved. However, spacing greater than 60" (1,520mm) may cause operational difficulties with wheelchair tiedowns and we recommend using webbing loops or belt extenders in the event wheelchair passengers may have a very small mobility aid.

Note: Recommended distances are based on common wheelchair sizes. Exceptionally large or small wheelchairs may require anchorage spacing that differs from our recommendation. Consider optimal tiedown angles (Figure 4) to determine exact placement of floor anchorages.

Other Items to consider when determining floor anchorage placement:

- Tiedowns should never pass through wheels of the wheelchair
- Tiedowns should have a clear path from floor anchorages to the wheelchair frame without infringing on any parts of the wheelchair (E.g. footrests)
- Optimal angle of tiedowns for crash protection and maximum stability of the wheelchair are illustrated in Figure 4.



Preferred locations and angles of tiedowns from wheelchair securement points to vehicle anchor points. Front tiedowns should be angled out for lateral stability when possible. D=12" (305 mm)

Q'STRAIT INSTALLATION INSTRUCTIONS

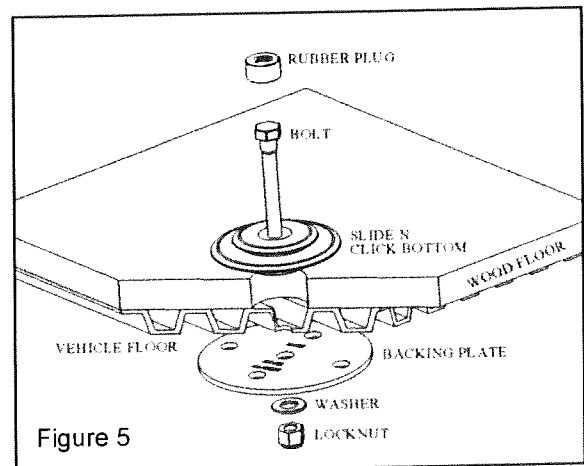
4-POINT WHEELCHAIR SECUREMENT SYSTEMS

IMPORTANT

- Before installing floor anchorages check with local transportation and regulatory authorities for minimum/maximum Wheelchair Location space and emergency exit requirements.
- Inspect underside of the vehicle floor and note utilities, frames, cross-members, fuel tanks or other possible obstructions before beginning installation.
- Recommended distance between the wall and the nearest rear floor anchorage should not exceed 20" (510mm). Greater distance from the wall may prevent proper shoulder belt use, increasing the risk of wheelchair passenger injury.
- Do not install anchorages or any system component into unsound materials such as corroded metal, wood, plastic or fiberglass panels without suitable reinforcement.
- If not using Q'Strait provided hardware, use only minimum Grade 8 hardware coated for adequate protection against corrosion per ISO 7253 or ASTM B117.
- Vehicle anchor points may require reinforcement. The installer or manufacturer is responsible for ensuring anchorages are installed onto suitable floor and wall structures; floor and wall strength must meet applicable performance requirements outside the scope of this document.
- Modifications to the backing plate must only be made where necessary as smaller plate size reduces the floor load distribution. Always leave a minimum of 0.6" (15mm) adjacent the bolt hole in the plate.

Slide 'n Click Pocket (Part # Q8-7580-A)

1. Determine location of anchorages per Figures 3 & 4.
2. Route an area in floor for each pocket; 1.34" (34mm) diameter x 0.44" (11mm) deep.
3. Insert pocket and use as template to mark center hole for drilling.
4. Remove pocket and drill 3/8" (10mm) hole through floor.
5. Clean out debris and place sealant in floor opening. Reinstall pocket.
6. Pass 3/8" (10mm) bolt through pocket and floor.
7. From underneath vehicle floor, place backing plate and washer over bolt. Sealant may be used between backing plate and floor if desired.
8. Securely fasten bolt and lock nut as shown in Figure 5, ensuring at least 2 – 3 threads are sticking out. *Use of a thin wall socket screw is recommended. Recommended torque = 35 FT/LB (47 N.m.).*



Retrofit Slide 'n Click Pocket (Part # Q8-7583-A) - For replacing Q'Strait Flat-hook Pocket

1. Remove Flat-hook pocket and hardware from vehicle floor. Discard old hardware.
2. Insert retrofit Slide 'n Click pocket and use as a template to mark center hole for drilling.
3. Remove pocket and drill 3/8" (10mm) hole through floor.
4. Clean out debris and place sealant in floor opening. Reinstall pocket.
5. Pass 3/8" (10mm) bolt through pocket and floor.
6. From underneath vehicle floor, place backing plate and washer over bolt. Sealant may be used between backing plate and floor if desired.
7. Securely fasten bolt and lock nut as shown in Figure 5, ensuring at least 2 – 3 threads are sticking out. *Use of a thin wall socket screw is recommended. Recommended torque = 35 FT/LB (47 N.m.).*

Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Oval L-Pocket (Part # Q5-7571-A)

1. Determine location of anchorages per Figures 3 & 4. *Pockets can be installed perpendicular or parallel to wheelchair location.*
2. Use pocket as a template to mark center hole to be drilled.
3. Remove pocket and drill 3/8" (10mm) hole through floor.
4. Clean out debris and pass 3/8" (10mm) bolt through pocket and floor.
5. From underneath vehicle floor, place backing plate and washer over bolt. Sealant may be used between backing plate and floor if desired.
6. Securely fasten bolt and lock nut as shown in Figure 6, ensuring at least 2 – 3 threads are sticking out. **Recommended torque = 35 FT/LB (47 N.m.).**

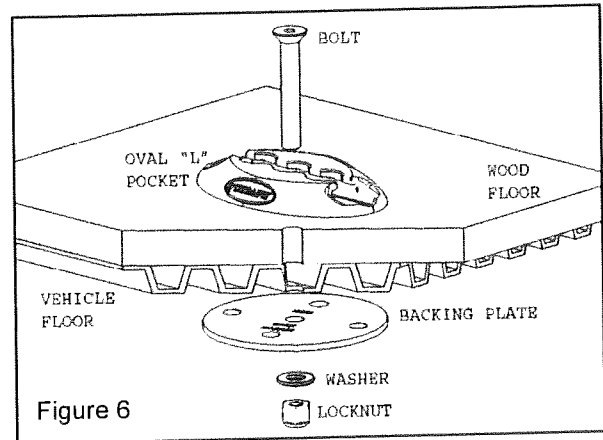


Figure 6

Covered L-Pocket (Part # Q5-7570-A)

1. Determine location of anchorages per Figures 3 & 4. *Pockets can be installed perpendicular or parallel to wheelchair location, with cover opening away from wheelchair location (recommended).*
2. Route an area in floor for each pocket; 5.0" (127mm) long x 1.4" (36mm) wide x 0.4" (10mm) deep.
3. Insert pocket and use as a template to mark two (2) center holes to be drilled.
4. Remove pocket and drill two 5/16" (8mm) holes through floor.
5. Clean out debris and place sealant in floor opening. Reinstall pocket.
6. Pass 5/16" (8mm) bolts (included) through pocket and floor.
7. From underneath vehicle floor, place backing plates and washers over bolts. Sealant may be used between backing plate and floor if desired.
8. Securely fasten bolts and lock nuts as shown in Figure 7, ensuring at least 2 – 3 threads are sticking out. **Recommended torque = 35 FT/LB (47 N.m.).**

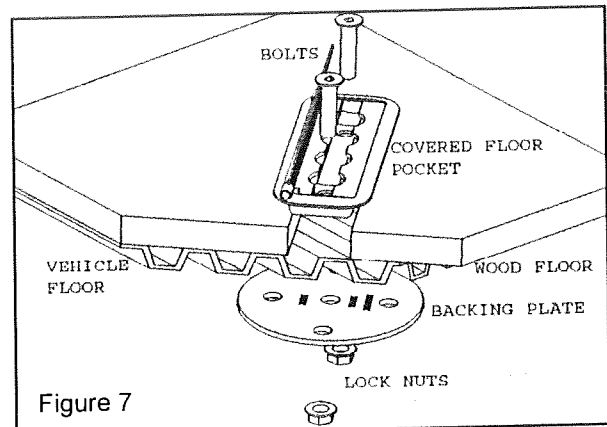


Figure 7

Flat-Hook Pocket (Part # Q5-7560-5A)

1. Determine location of anchorages per Figures 3 & 4. *Triangular 'point' on floor pockets must face in towards wheelchair location.*
2. Route an area in floor for each pocket; 3" (76mm) diameter x 0.52" (13mm) deep.
3. Insert pocket and use as a template to mark center hole to be drilled.
4. Remove pocket and drill 3/8" (10mm) hole through floor.
5. Clean out debris and place sealant in floor opening. Reinstall pocket.
6. Pass 3/8" (10mm) bolt through pocket and floor.
7. From underneath vehicle floor, place backing plate and washer over bolt. Sealant may be used between backing plate and floor if desired.
8. Securely fasten bolt and lock nut as shown in Figure 8, ensuring at least 2 – 3 threads are sticking out. **Recommended torque = 35 FT/LB (47 N.m.).**

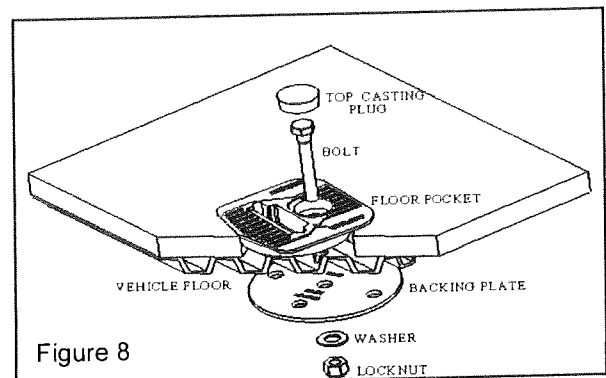


Figure 8

Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

A-Plate (Part # MA-7560)

1. Determine location of anchorages per Figures 3 & 4. *Floor Plates can be installed perpendicular or parallel to wheelchair location.*
2. Use plate as a template to mark three (3) center holes to be drilled.
3. Remove plate and drill three (3) 5/16" (8mm) holes through floor.
4. Clean out debris and pass 5/16" (8mm) bolts through pocket and floor.
5. From underneath vehicle floor, place backing plates and washers over bolts. Sealer may be used between backing plate and floor if desired.
6. Securely fasten the bolts and lock nuts as shown in Figure 9, ensuring at least 2 – 3 threads are sticking out. **Recommended torque = 35 FT/LB (47 N.m.).**

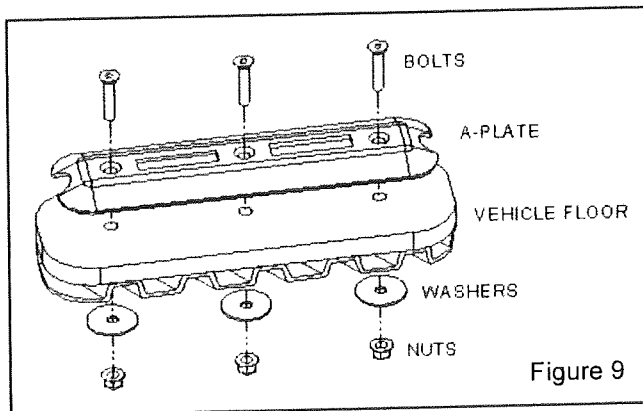


Figure 9

Aluminum L-Track

3 Profiles: Regular, Flange & Surface Rail. Contact your nearest Q'Strait office for part numbers.

IMPORTANT

- If not using Q'Strait provided hardware, only use minimum 5/16" (8mm) Grade 8, flat head, 82 degree, countersunk bolts coated for adequate protection against corrosion per ISO 7253 or ASTM B117.

1. Determine location of anchorages per Figures 3 & 4. *L-Track can be installed perpendicular or parallel to wheelchair location; includes full-length track.*
2. If **recessing track** into floor (Figure 10a), route area in floor for each track; 1.42" (36mm) wide x 1/2" (13mm) deep and proceed to Step 4.
3. If **surface mounting** track onto floor (Figure 10b), place track on floor and proceed to Step 5.
4. Clean out debris and place track in routed areas.
5. With track in position, use as a template to mark center holes to be drilled.
6. Remove track and drill 5/16" (8mm) holes through floor per track drilling pattern.. *Note: Standard track drilling pattern = holes every 4" (102mm).*
7. Place sealant in floor openings (recessed track only) and reinstall track.
8. Pass 5/16" (8mm) bolts through track and floor.
9. From underneath vehicle floor, place backing plates and washers over bolts. Sealant may be used between backing plate and floor if desired.
10. Securely fasten bolts and lock nuts as shown in Figures 10a & 10b, ensuring at least 2 – 3 threads are sticking out. **Recommended torque = 35 FT/LB (47 N.m.).**

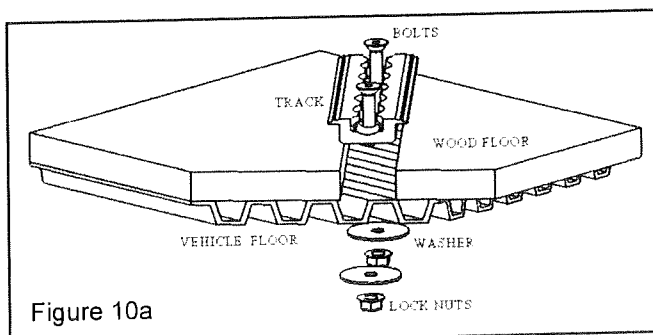


Figure 10a

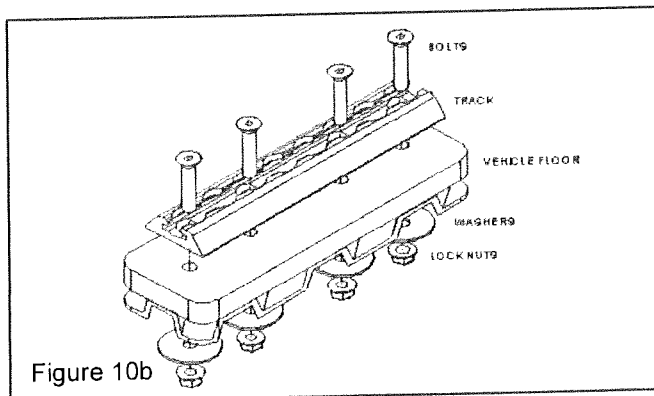


Figure 10b

Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Shoulder Belt Anchorage Installation

Q'Strait provides several styles of shoulder belts for a variety of applications. This section describes the placement and installation instructions for fixed, retractable and combination shoulder belts.

IMPORTANT

- Lap belts must always lie against the bony structure of the wheelchair occupant's body and must never infringe on any component of the wheelchair such as armrests, panels, wheels, frames, etc. (Figure 11)
- Do not install anchorages or any system component into unsound materials such as corroded metal, wood, plastic or fiberglass panels without suitable reinforcement.
- If not using Q'Strait provided hardware, use only minimum Grade 8 hardware coated for adequate protection against corrosion per ISO 7253 or ASTM B117.
- Vehicle anchor points may require reinforcement. The installer or manufacturer is responsible for ensuring anchorages are installed onto suitable floor and wall structures; floor and wall strength must meet applicable performance requirements outside the scope of this document.



Figure 11

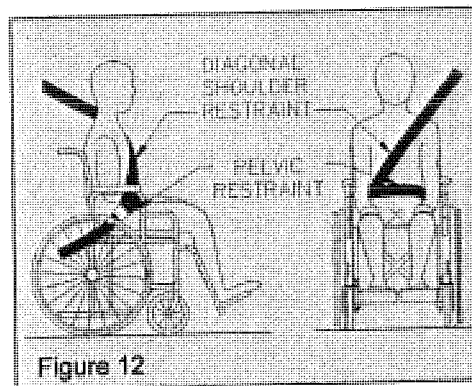


Figure 12

Installing Lower Retractable Shoulder Belt Anchorage

IMPORTANT

- Inspect underside of vehicle floor and note any utilities, frames, cross-members, fuel tanks or other possible obstructions before beginning installation.
- Modifications to the backing plate must only be made where necessary as smaller plate size reduces the floor load distribution. Always leave a minimum of 0.6" (15mm) adjacent the bolt hole in the plate.

Mounting Direct to Floor

1. Determine mounting location of shoulder belt in Wheelchair Location (Figure 2). In general, lower anchorage point should be adjacent to or slightly behind rear floor anchorages.
2. Place retractor base in position, and use as a template to mark hole to be drilled.
3. Drill 3/8" (10mm) hole through floor in center of L-bracket, and pass bolt through L-bracket and floor. We recommend the use of a sealant between floor and bracket.
4. From underneath the vehicle floor, place the backing plate and washer over the bolt. Sealant may be used between backing plate and floor if desired.
5. Securely fasten the lock nut as shown in Figure 13, ensuring at least 2 – 3 threads are sticking out. **Recommended torque = 35 FT/LB (47 N.m.).**

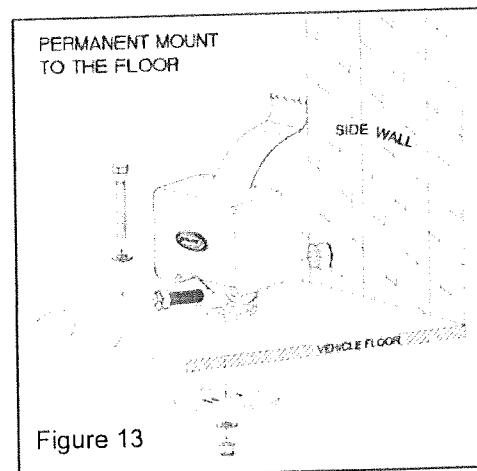


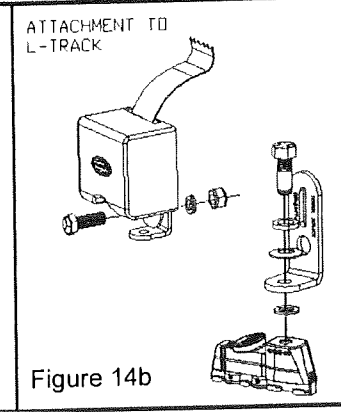
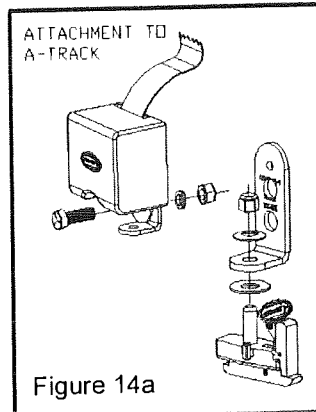
Figure 13

Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Mounting to Fittings (L-Track, A-Track)

1. Determine mounting location of shoulder belt in Wheelchair Location (Figure 2); in general, lower anchorage point should be adjacent to or slightly behind rear floor anchorages.
2. Install the appropriate floor anchorage per 'Floor Anchorage Instructions' section.
3. Fasten retractor base to applicable Fitting using bracket and hardware as shown in Figures 14a, 14b. **Recommended torque = 50 FT/LB (67 N.m.).**
4. Secure shoulder belt and fitting assembly into appropriate floor anchorage.



Note: Retractor in mounted position must be at a zero (0) degree rotation with respect to the bracket arm to ensure proper webbing movement.

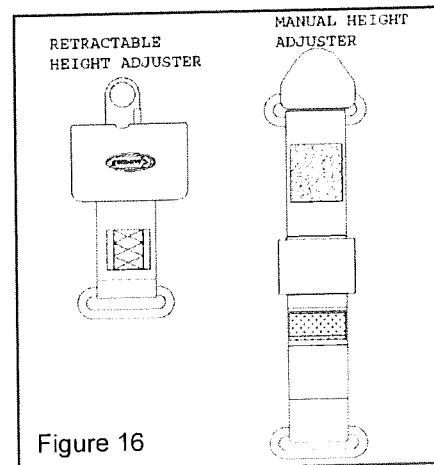
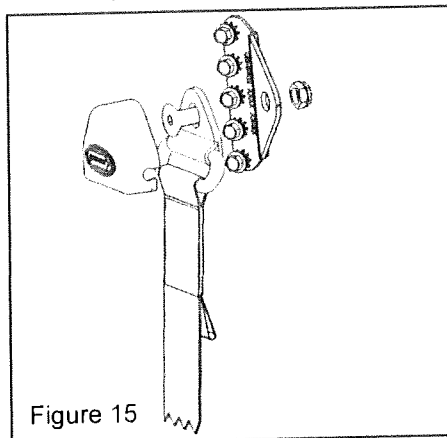
Installing Upper Anchorage

IMPORTANT

- Shoulder belt upper anchorage or guide support should always be positioned so that:
 - belt webbing always lies across the center of wheelchair passenger's shoulder (Figure 12), and
 - it extends upward and rearward of the wheelchair occupant's shoulder level to avoid any downward forces on the spine.
- Do not use the triangle wall bracket (as shown in Figure 15) with Retractable Shoulder Belts

Mounting Direct to Wall (i.e. Fixed Shoulder Belt)

1. Determine mounting location for shoulder belt in Wheelchair Location (Refer to Figure 2); in general, shoulder belt anchorage point should be adjacent to or slightly behind rear floor anchorages.
2. **For Retractable Shoulder Belts, verify anchorage is directly above the lower anchorage (i.e. straight vertical line) to prevent webbing from rubbing on the cover as it exits the retractor base.**
3. Measure and determine proper mounting height of upper anchorage based on style of shoulder belt:
 - a. **With Height Adjustor** (Figure 16 shows examples): Mount upper anchorage 61" (1,550mm) or more from the floor
 - b. **Without Height Adjustor**: Mount Upper Anchorage 46" – 48" (1,170 – 1,220mm) from the floor.



4. Verify triangular bracket mounting location is on a solid frame member of vehicle's wall.

Note: A series of in-line rivets or screws usually indicate the location of frame members of the wall structure.

5. Place triangular bracket on mounting location ensuring the triangular 'point' is facing in towards the wheelchair location. Use bracket as a template to mark holes to be drilled.
6. Drill five pilot/start holes into the solid frame member of the vehicle wall structure. Replace triangular bracket and secure using the supplied 1/4" (6.5mm) hardware (see Figure 15).
7. Make sure shoulder belt is secure, but has ability to swivel and snap plastic cover into place.

Q'STRAIT INSTALLATION INSTRUCTIONS 4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Accessories Installation

IMPORTANT

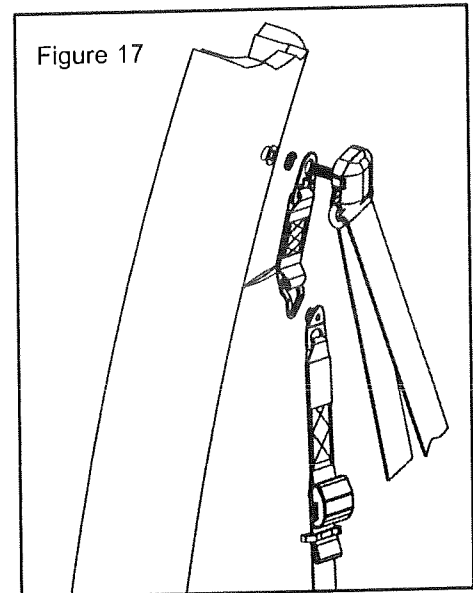
- If not using Q'Strait provided hardware, use only minimum Grade 8 hardware coated for adequate protection against corrosion per ISO 7253 or ASTM B117.

Shoulder Belt Adapter (Part # S5-6410-S)

The shoulder belt adaptor is used only in conjunction with Q5-6410-BLK-P; it is used in place of the OEM lap/shoulder belt as required for wheelchair passengers. The OEM-style belt may still be used for ambulatory passengers when required. To install:

1. Remove OEM upper anchor and bolt from the vehicle's pillar.
2. Pass the bolt through the OEM belt bracket and shoulder belt adapter (S5-6410-S). Place several drops of 'thread lock' on the bolt and re-insert it into the threaded anchor on the vehicle's pillar (as shown in Figure 17).

Note: Refer to OEM specifications for proper torque values and verify shank length for proper thread engagement.

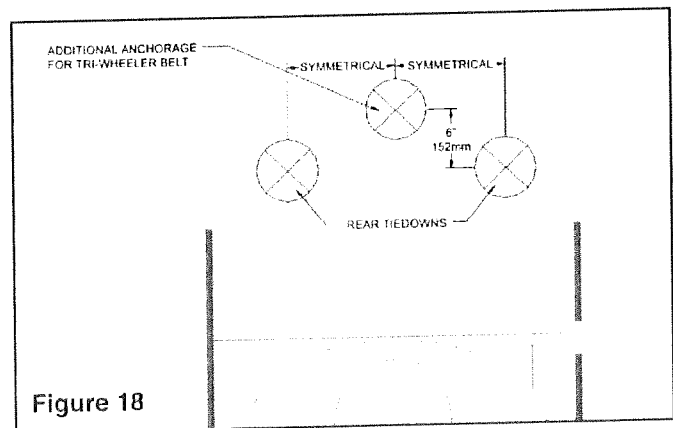


Tri-Wheeler Belt Anchorages

Note: Installing a fifth anchor point is recommended for securing tri-wheelers and scooters. Contact your nearest Q'Strait office for part numbers.

Important: Only retractable tri-wheeler belts should be used with QRT systems. Only manual tri-wheeler belts should be used with Q-5000 and M-Series systems.

1. Mark location of anchorage being installed; **anchorage should be centered 6" (150mm) rearward of rear anchorages** (see Figure 18).
2. Follow 'Floor Anchorage Installation' instructions above for applicable anchorage being used (i.e. Pockets or Track)

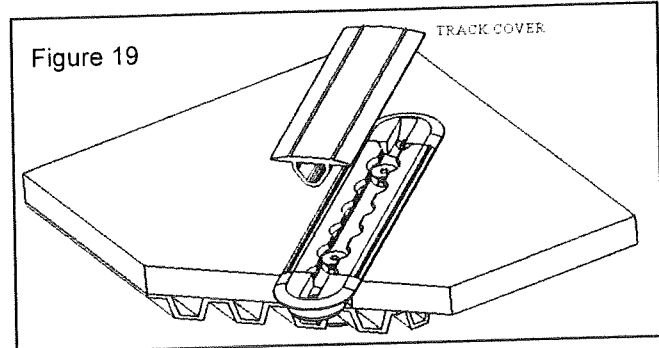


Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

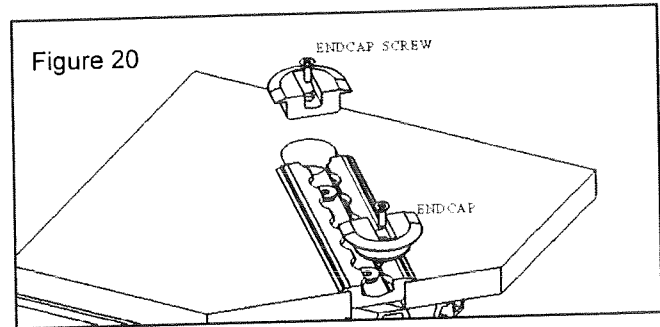
L-Track Cover (Part # Q5-7550-T60)

1. Clean out debris from L-Track cavity with pressurized air.
2. Place track cover onto L-Track and 'snap' into place (Figure 19).



L-Track End Caps (Part # Q5-7551-xx)

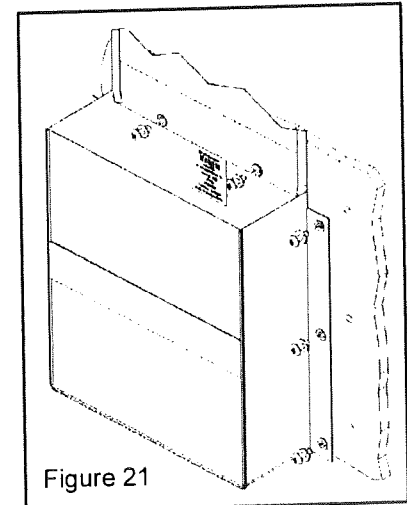
1. Route an area in vehicle floor 0.5" (13mm) deep and a semi-circular diameter of 1.42" (36mm) to match profile of end caps.
2. Clean out debris and install end caps before L-Track is fastened to floor; this gives end caps freedom to slide into place and can be adjusted if necessary.
3. Secure end caps to floor using end cap screws as shown (Figure 20).



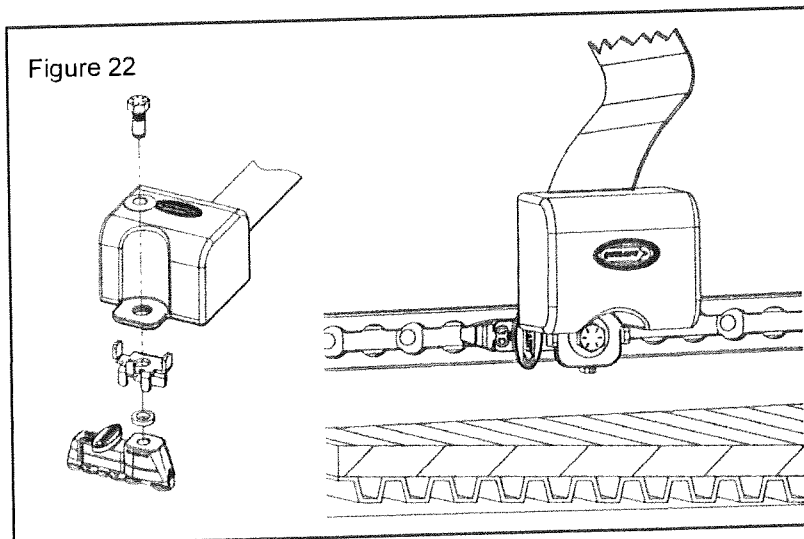
Wall Pouch (Part # Q5-8522)

1. Select a structurally sound area of vehicle (i.e. wall or under a flip-seat) to install Wall Pouch. Note: We recommend placing Wall Pouch near wheelchair locations for easy accessibility.
2. Fasten Wall Pouch using screws through each eyelet (Figure 21). We recommend 1/4" (6.5mm) screws and serrated washers (Grade 8).

Note: Do not overload wall pouch; it is designed to hold 4 wheelchair restraints, 1 lap belt and 1 shoulder belt.



L-Track Anti-Rotation Wall Bracket (Part # Q5-3211-2A)



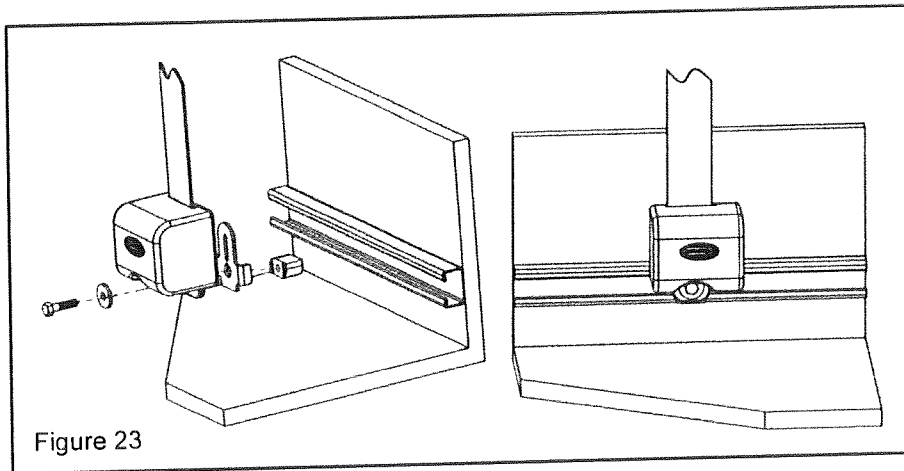
1. Insert bolt through washers, retractor and anti-rotation bracket, into L-Track fitting as showing in Figure 22.
Recommended torque = 50 FT/LB (67 N.m.).

2. Secure retractor/fitting assembly into wall mounted L-Track.

Note: Retractor in mounted position must be at 90 degrees to horizontal to ensure proper webbing movement.

Q'STRAIT INSTALLATION INSTRUCTIONS 4-POINT WHEELCHAIR SECUREMENT SYSTEMS

Unistrut® Anti-Rotation Wall Bracket (Part # Q5-3211-3A)



1. Place track nut into Unistrut® track (Figure 23).

2. Assemble shoulder belt retractor and shoulder belt adaptor.

Note: Ensure the slot in the adaptor aligns with the pin under the retractor.

3. Insert bolt into track nut (through washer, retractor and adaptor) and torque as required by OEM's specifications.

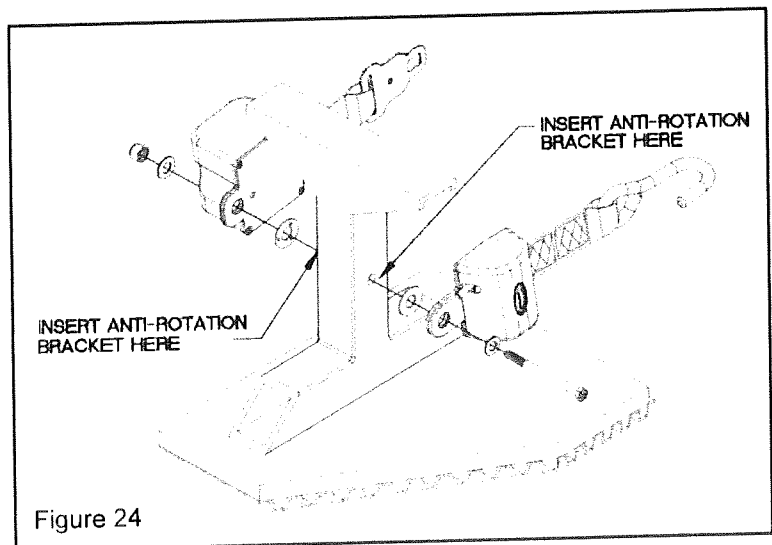
Note: Retractor in mounted position must be at 90 degrees to horizontal to ensure proper webbing movement.

Seat or Barrier Leg Bracket

Note: Contact your seating manufacturer or nearest Q'Strait office for applicable part numbers.

1. Drill 1/2" (12mm) mounting hole through square tubing of seat or barrier legs.
2. Place Anti-Rotation bracket in proper location and mount retractor to tubing using 1/2" (12mm) bolt, washer and lock nut as shown in Figure 24.
3. Tighten lock nut so retractor swivels vertically (with resistance) and follows natural belt path to attachment point on the wheelchair.
4. Ensure all lock nut threads are engaged with 2 - 3 threads showing outside of the lock nuts.

Note: Bolt head must be installed as shown in Figure 24 to allow for proper retractor function.



Q'STRAIT INSTALLATION INSTRUCTIONS

4-POINT WHEELCHAIR SECUREMENT SYSTEMS

WARNINGS

- Do not alter or modify the system or components in any way without first consulting Q'Strait.
- The system is a complete, integrated system. Do not interchange or substitute any components.
- Q'Strait systems and components have been tested in a configuration similar to that recommended in these instructions. Any deviation from these recommendations is the responsibility of the installer.
- Systems and components should only be installed by an experienced technician.
- Installer is responsible for ensuring that installation meets all applicable regulations and standards.
- Do not install anchorages or any system component into unsound materials such as corroded metal, wood, plastic or fiberglass panels without suitable reinforcement.
- Regulations and standards in some countries require installation of a shoulder belt to be considered a compliant system.
- Verify with your local authorities for any specific local regulations, standards or requirements.
- All interior vehicle padding should comply with the requirements of FMVSS 201/302 and ISO 3795.
- Protect all webbing from contacting sharp corners and edges.
- If a head restraint is anchored to the vehicle, a vehicle anchored back restraint must be provided to minimize rearward deflection of the wheelchair seatback and thereby prevent injury.
- Airbags should be used only as a supplementary occupant restraint in combination with a wheelchair tiedown and belt type occupant restraint system compliant with requirements of SAE J2249 / ISO 10542.
- Airbags should be disconnected if the wheelchair passenger is positioned less than 7" (175mm) from the airbag module, or if any after-market device is installed so as to block or compromise deployment of the airbag.
- Report all potential damage and defects to your supervisor.
- Systems or components (including those permanently secured to floor or wall) suspected to have been in use during a vehicle impact from which the vehicle has been towed, should be replaced.
- In the event of any questions relating to the method of installation and/or use of wheelchair & occupant securement systems (or components), please consult your nearest Q'Strait office.

MAINTENANCE & CARE

- **Always keep belts clean and off the floor by using a storage device such as Q'Strait's wall pouch.** One (1) storage device per wheelchair location is recommended.
- **All systems and components should be regularly inspected, cleaned, and maintained.**
 - Clean webbing periodically with mild soap and water. After cleaning, fully extend the belts (and position them to prevent water from entering retractors) until completely dry. Take care to prevent contamination of the webbing with polishes, oils or other chemicals (particularly battery acid).
 - Occasionally lubricate tiedown buckles at the hinges being careful not to contaminate the webbing.
 - Clean bolt threads and re-apply permanent thread locker if bolts are adjusted.
- **Prevent contamination of belt webbing from contact with oil, gases, polishes and chemicals.**
- **Frayed, contaminated or damaged webbing should be replaced.**
- **Broken and worn components should be replaced.**
- **Systems or components (including those permanently secured to floor or wall) suspected to have been in use during a vehicle impact from which the vehicle has been towed, should be replaced.**



If you have any questions or need additional information,
please contact your nearest Q'Straint office:

Q'Straint USA

5553 Ravenswood Road, #110
Ft. Lauderdale, Florida 33312
Tel: 800-987-9987
Fax: 954-986-0021
Email: qstraint@qstraint.com

Q'Straint Europe

72-76 John Wilson Business Park
Whitstable, Kent. UK CT5 3QT
Tel: 01227 773035
Fax: 01227 770035
Email: info@qstraint.co.uk

Q'Straint Canada

18-100 Sheldon Drive
Cambridge, Ontario N1R-7S7
Tel: 800-987-9987
Fax: 954-986-0021
Email: qstraint@qstraint.com

Q'Straint (Australia)

c/o Tramanco Pty Ltd.
21 Shoebury Street
Rocklea, Queensland, 4106
Tel: +617 3892 2311
Fax: +617 892 1819
Email: info@tramanco.com.au

www.qstraint.com



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SURE-LOK[®]

Safe and Secure

Aluminum L Track Installation General Information

The proper design of an installation of aluminum L track into a vehicle structure for use in wheelchair securement and occupant restraint requires careful consideration of several key elements:

1. The proper location of L track elements within the securement area as outlined in the Sure-Lok catalog.
2. Plan for routing of floorboards and trimming of floor coverings as required.
3. Selection of suitable fasteners and spacing as described in the Sure-Lok catalog. We recommend high-strength, plated fasteners per ASTM F835 or equal. Sure-Lok offers 1/4" x 3" and 5/16" x 3" special high strength fasteners with enhanced corrosion resistance compared to zinc plated bolts and a special coating under the heads to seal out moisture and insulate electrically. These come in kit form with high strength lock nuts and FMVSS 209 compliant backup washers. Ask for part numbers FE201005 and FE201006 respectively.
4. Selection of appropriate backing washers or backing plates as needed depending on details of floor structure and required vehicle regulations.
5. Consideration of the corrosion potential of surrounding elements and the long term effect of exposure to anticipated environmental influences. In addition, with any aluminum assembly, great care must be taken to avoid galvanic corrosion that is set up by dissimilar materials or other sources of galvanic potential in the installation.

In order to assist our customers with a successful installation, we provide the following information regarding potential corrosion problems and suggested solutions.

Environmental Corrosion: To avoid corrosion from atmospheric contaminants and solutions of salts, which are commonly found in floor areas of public transportation vehicles, a surface protection should be added to the aluminum L track. There is a range of suitable protection that can be applied. Anodizing and/or powder coating or epoxy paint are systems that have been used successfully.

Galvanic Corrosion: To avoid galvanic corrosion, a careful review of the materials used in the installation must be done. Stainless steel fasteners or other stainless steel elements in the installation will set up a significant galvanic potential that will result in destructive degradation of the aluminum material of the L track. Other materials or conditions may also provide a destructive galvanic potential in an installation. These must be eliminated or adequately electrically insulated.

Floorboard Corrosion: There are some chemicals, which are present in common materials used in construction of public transport vehicle floors that can be corrosive to aluminum. Exterior grade or Marine grade plywood contains copper arsenic, among other chemicals, to preserve the wood. This chemical is very corrosive to aluminum and an adequate barrier must be provided between the floor boards and the track. Application of a suitable paint and/or plastic film barrier has been used successfully to separate the aluminum track from the corrosive elements of the floor board material.

Chemical Corrosion: Other chemicals or corrosive solutions may be carried into the vehicle during operation and exposed to the aluminum L track. In order to minimize corrosion from this potential, the track should be cleaned periodically by the operator. The cleaning operation needs to include adequate drying by vacuuming or equivalent after the cleaning process.

Moisture Traps: Gaps between the track and the flooring materials or between the fastener head and the track, that can allow water to become trapped in these areas, should be caulked or otherwise filled to preclude the entrance of water. Trapped moisture will accelerate the potential for corrosion that may exist and must be avoided.

Although we have attempted to be as thorough as possible, there is always the possibility of unknown or unforeseen corrosion potential that may come into effect in a given installation. Because of this, it must remain the responsibility of the company or group doing the design of the installation as to the acceptability of the final result.

Safety Information

Each Sure-Lok Wheelchair Tie-Down and Occupant Restraint System installation shall be carefully reviewed and tested by the installer to ensure that the specific application is in compliance with local, state and federal regulations governing the installation of Wheelchair Securement and Occupant Restraint Systems.

Sure-Lok Systems shall be installed with the approval of the vehicle and/or seat manufacturer, or an authorized representative, in regards to the location, load forces expected, and method of installation. Sure-Lok Systems shall be installed in accordance with all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended.

The vehicle floor and sidewall structures, where the system anchorages are attached, shall have equal or greater strength than the system being installed.

All Sure-Lok Wheelchair Tie-Down Systems shall be used in conjunction with Sure-Lok Occupant Restraint Systems and Track, Floor Plates or Anchoring Hardware.

All Sure-Lok Systems shall be installed and operated with the occupant in a forward orientation within the vehicle.

The installation and operation of the system shall be reviewed and approved by a qualified person that has expertise in securing mobility aids and positioning occupant restraints.

All Sure-Lok Wheelchair Tie-Down and Occupant Restraint Systems, when used as recommended, meet or exceed all applicable industry and government require-

ments for use with common wheelchairs. Not all wheelchairs are endorsed by their manufacturer for use as an occupant seat during the transportation of an individual in a motor vehicle. Refer to the wheelchair owner's manual or contact the wheelchair manufacturer for their recommendation.

Sure-Lok Occupant Restraint Lap Belts are designed to bear upon the bony structure of the body and shall be worn low and snug across the front of the pelvis, with the junction between the lap and shoulder belts located near the wearer's hip. The lap belt shall not be worn across the abdominal area, over the mobility aid arm rests, or with the belt assembly twisted. Adjust occupant restraints as firmly as possible consistent with user comfort.

The shoulder belt shall be properly extended over the shoulder and across the upper chest or torso of the occupant when connecting it to the lap belt. The shoulder belt shall not be extended across the neck of the occupant.

Any auxiliary wheelchair equipment should be effectively secured to the wheelchair or removed from the wheelchair and secured in the vehicle during transport so as not to break free and cause injury to vehicle occupants. Also, where ever possible, items attached to the wheelchair in front of the occupant restraint should be removed and secured separately during transportation to prevent potential injury to the wheelchair occupant.

When installing the strap and belt assemblies, keep them away from sharp edges or corners.

The securement straps and restraint belts shall be inspected before each use. Any defects, such as cut, frayed, contaminated or damaged webbing, improperly functioning buckles/hardware, and broken/worn parts requires the replacement of the entire strap or belt assembly.

Sure-Lok does not recommend making alterations of, or substitutions to, any parts or components of the Wheelchair Securement or Occupant Restraint Systems.

Any system components, including anchorages, which are suspected to have been in use during an impact from which the vehicle must be towed, should be replaced.

Environmental conditions such as dirt, mud, oil, sand, solvents, grease, saltwater or excessive sunlight, will reduce the service life and proper functioning of the system. Prevent contamination of webbing from chemicals, especially battery acid. Strap and belt webbing may be cleaned with mild soap and water. Rinse fully and dry completely. Care must be taken to keep the straps and belts off the vehicle floor and stored away from direct exposure to sunlight in a clean container when not in use.

For information regarding proper system operation, refer to the operation instructions included with each system.

Mechanical components such as cam or ratchet buckles should be periodically lubricated at all moving metal-to-metal joints.

Any deviation from Sure-Lok's recommendations in regard to system configuration, installation and operation instructions shall be the responsibility of the installer.

This information is not all inclusive and will not cover or represent every installation. For further information, refer to our website at www.sure-lok.com or contact us at the location listed below.

For further information contact

Sure-Lok Inc.
2501 Baglyos Circle
Bethlehem, PA 18020-8027

Phone: (610) 814-0300
Fax: (610) 814-0644
e-mail: info@sure-lok.com

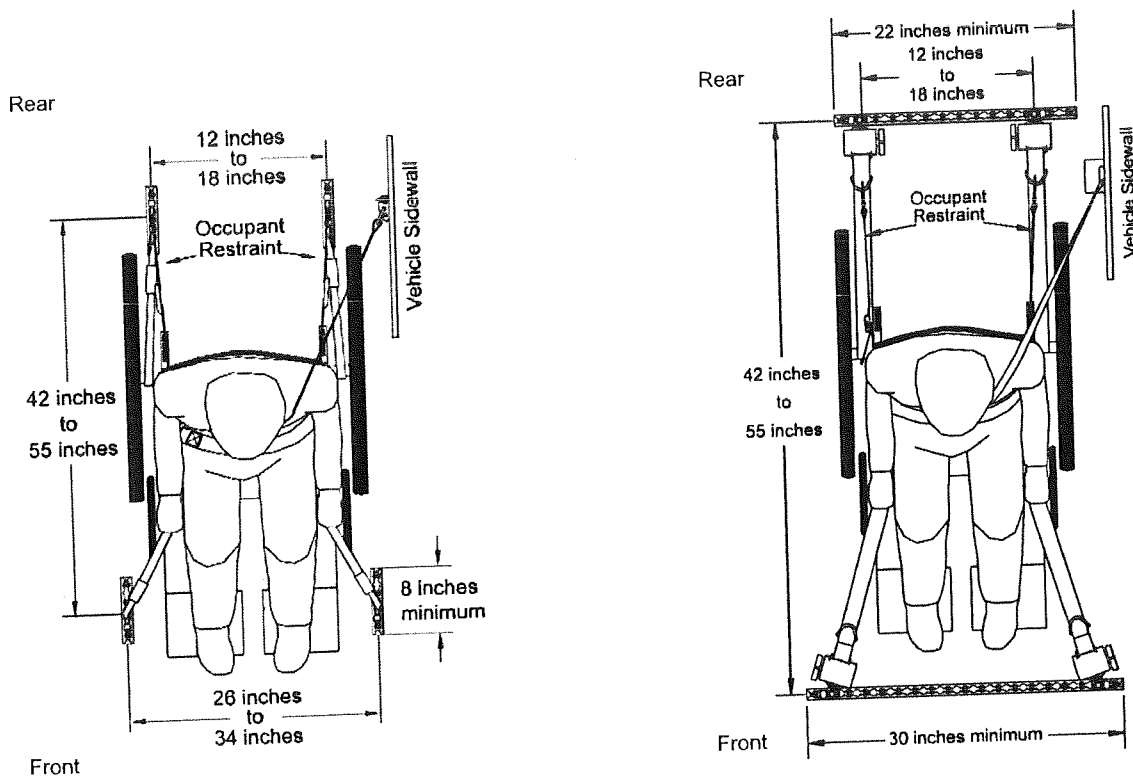
SURE-LOK
Safe and Secure

Floor Anchor System Applications

Sure-Lok recommends the following for floor anchor system layout and installation. These recommendations are not all-inclusive and may not be applicable to every system installation. For additional information regarding installation of track and corrosion potential of aluminum L Track, refer to our website at www.sure-lok.com.

Except as noted, the recommended installations on the following pages, when properly done, will comply with 49 CFR Part 571.222 (FMVSS 222) for School Bus Passenger Seating, Crash Protection and 30mph/20g Impact Test Criteria. Each Wheelchair Tie-Down and Occupant Restraint System must be carefully reviewed and approved by the installer to ensure installation meets applicable industry standards. Refer to applicable ADA, CSA, FMVSS, ISO, SAE and vehicle manufacturers' standards for additional information.

L Track Applications



Series L Track Lengthwise Orientation

Recommended Installation:

For lengthwise installation, use a minimum of four fasteners or fasteners at 4" intervals, whichever provides the greater number of fasteners.

Use socket head cap screws per ASTM F835 or equivalent. Minimum size is 1/4" with 82° flathead.

Sure-Lok offers special cap screws to minimize corrosion potential. Series L Track Installation Hardware Kit, part number FE201005 includes 1/4" diameter 82° countersunk fasteners. Series L Track Installation Hardware Kit, part number FE201006 includes 5/16" diameter 82° countersunk fasteners. For more information on Series L Track Installation Hardware Kits, refer to page 24.

The FE200762 and FE200765 are installed lengthwise with 3/8" grade 5 hexhead bolts on 8" centers.

Use appropriate back-up washers as needed to comply with local and/or Federal requirements.

Series L Track Widthwise Orientation

Recommended Installation:

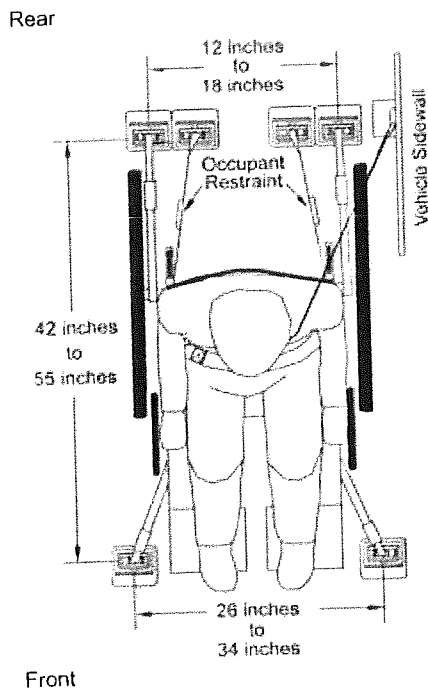
For widthwise installation, use a minimum of four fasteners or fasteners at 2" intervals, whichever provides the greater number of fasteners.

Use socket head cap screws per ASTM F835 or equivalent. Minimum size is 1/4" with 82° flathead.

Sure-Lok offers special cap screws to minimize corrosion potential. Series L Track Installation Hardware Kit, part number FE201005 includes 1/4" diameter 82° countersunk fasteners. Series L Track Installation Hardware Kit, part number FE201006 includes 5/16" diameter 82° countersunk fasteners. For more information on Series L Track Installation Hardware Kits, refer to page 24.

The FE200762 and FE200765 installed widthwise meets ADA strength requirements when used with 3/8" grade 5 hexhead bolts on 8" centers. This application does not meet 30mph/20g Impact Test Criteria.

Use appropriate back-up washers as needed to comply with local and/or Federal requirements.

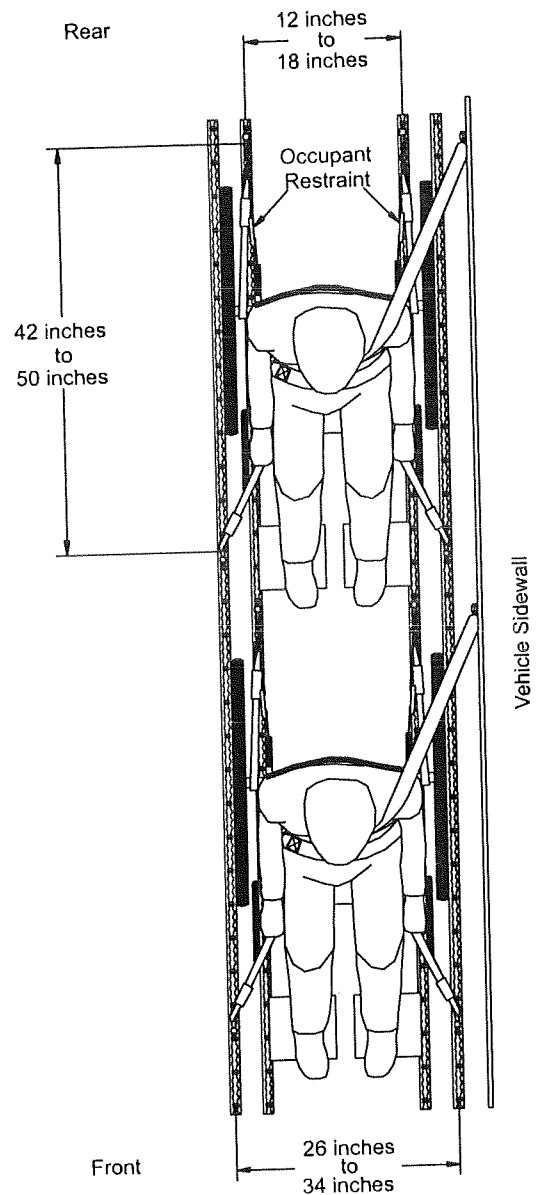


Series L Floor Plate Kits

Recommended Installation:

Sure-Lok Series L Floor Plate Kits come with installation hardware included. Each kit also comes with complete installation instructions.

For Integrated Lap Belt, only two floor plates are needed at the rear.



Series L Track Multiple Positions

Recommended Installation:

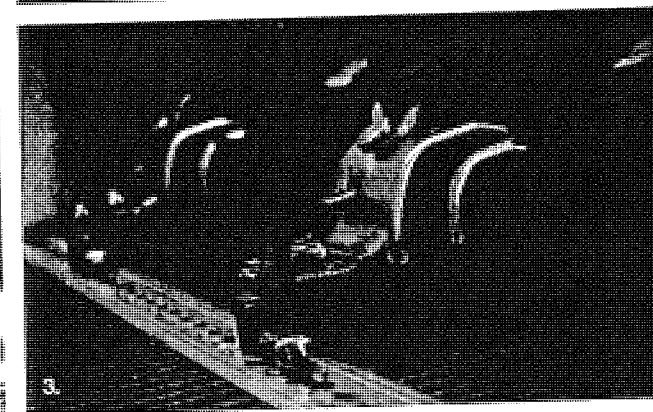
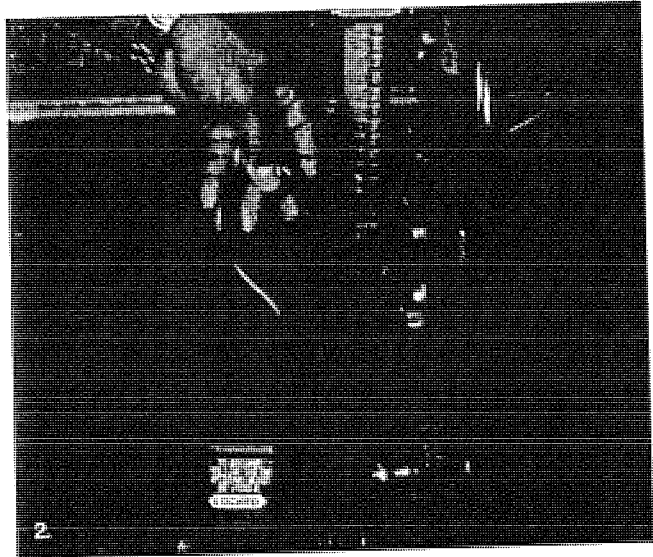
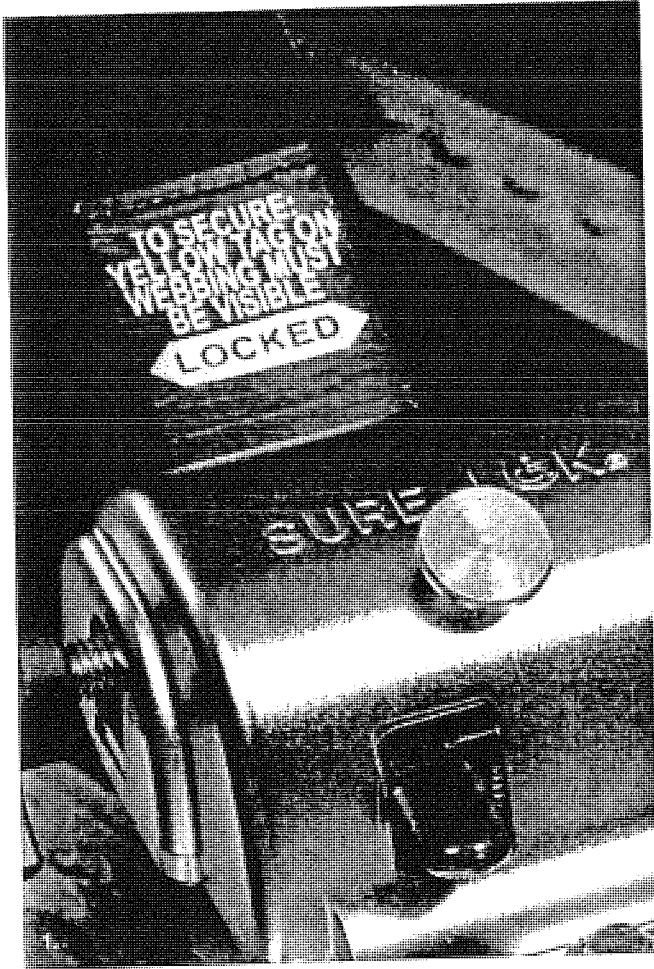
Refer to recommended installation for lengthwise Series L Track on Page 26.

⚠ WARNING The Sure-Lok products that you select must be suitable for your particular application. Installation of products that are not suitable or are installed in an unsuitable manner may result in a failure of proper securement of the wheelchair and occupant. This failure can result in injury or death to the occupant, other passengers or driver and wheelchair damage.

⚠ WARNING The vehicle floor and sidewall structures, where the system anchorages are attached, must have sufficient strength to meet applicable federal government and recommended industry standards.

AL700 Titan Series Systems

With its distinctive blue webbing and highly-visible, yellow "locked" indicator tag, the AL700 Titan Retractor Series lets operators know when the retractor is in locked mode. This auto-tension, auto-lock wheelchair securement system allows operators to quickly secure a wheelchair in seconds — with only one hand. The Titan Retractor System has a low-profile bracket and a sleeker, cleaner retractor case with a stud fitting to attach the occupant restraint system.

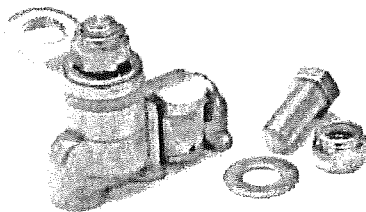


Accessories

AL701051

Series L Connector Assembly Kit

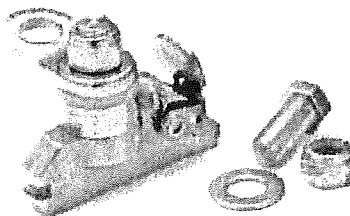
This kit converts AL700 Titan Series wheelchair tie-down retractor assemblies to a Series L Track application.



AL701052

Series A Connector Assembly Kit

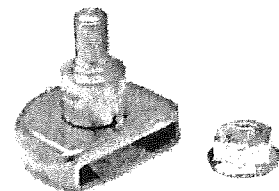
This kit converts AL700 Titan Series wheelchair tie-down retractor assemblies to a Series A Track application.



AL701053

Solo Cleat Connector Assembly Kit

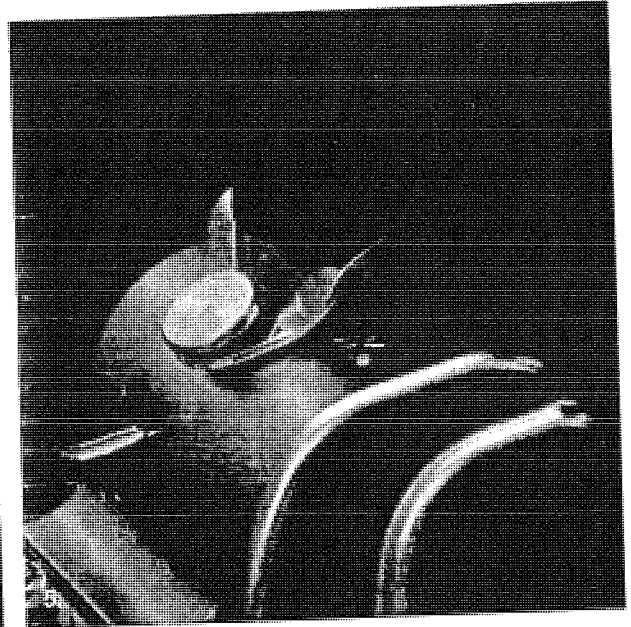
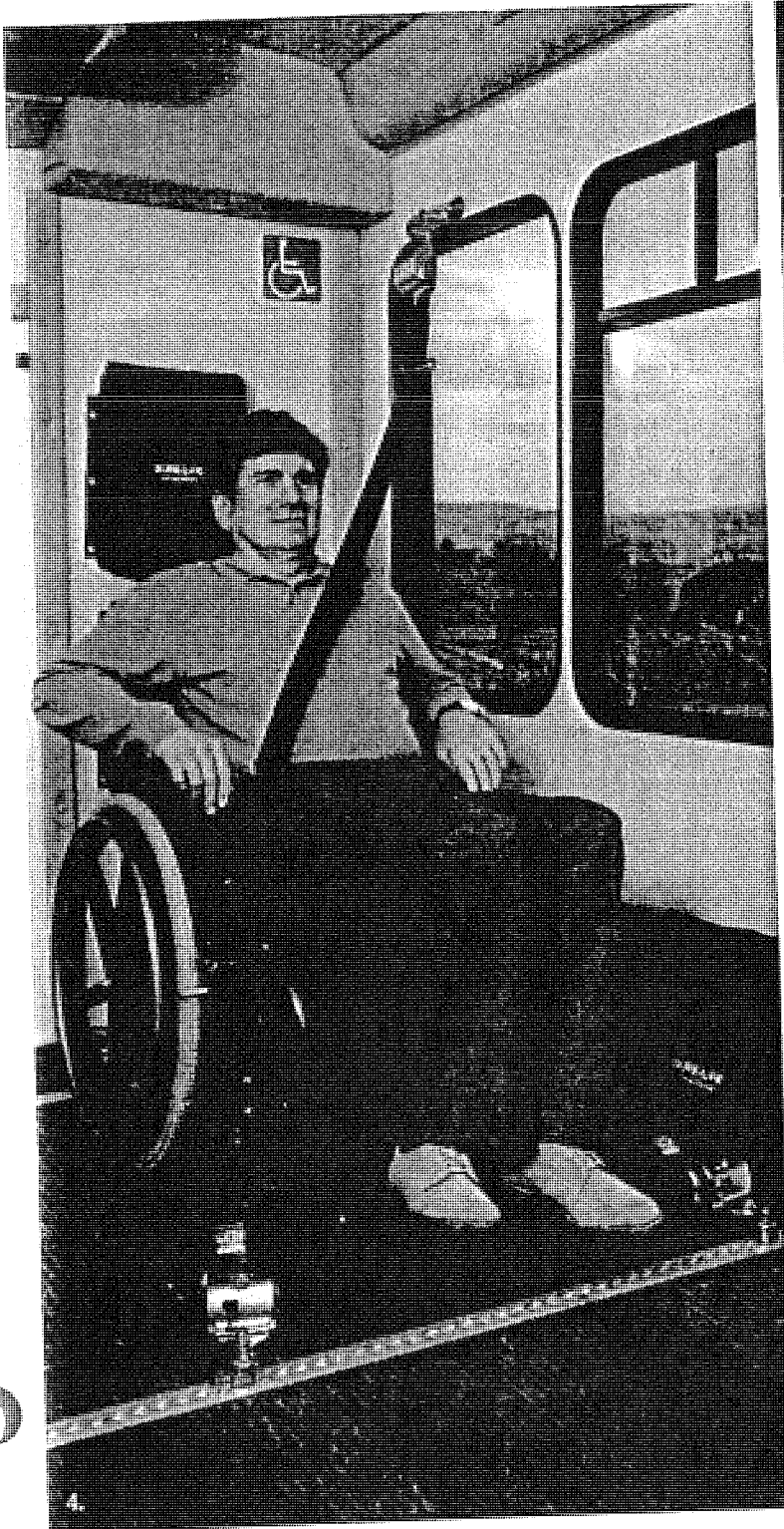
This kit converts AL700 Titan Series wheelchair tie-down retractor assemblies to a Solo Cleat fitting application.



Standards Compliance

AL700 Titan Series Systems when properly used with a complete Sure-Lok System, comprised of wheelchair tie-down, a complete occupant restraint system (including lap and shoulder belt), track and anchorages are designed to meet the following requirements where applicable:

- 30mph/20g Impact Test Criteria per SAE J2249
- 30mph/20g Impact Test Criteria per National Standards for School Buses
- 49 CFR Part 38 Americans with Disabilities Act (ADA)
- FMVSS 302 Flammability Test
- 30mph/20g Impact Test Criteria per Canadian Z605 Standard
- 30mph/20g Impact Test Criteria per ISO 10542 Standard
- 49 CFR Part 571.222 (FMVSS 222) School Bus Passenger Seating and Crash Protection
- Certificates of Conformance available upon request.




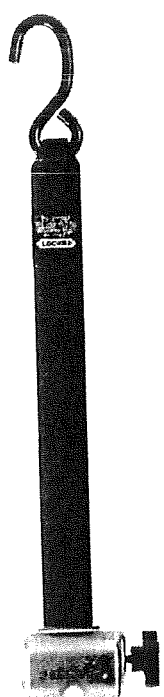
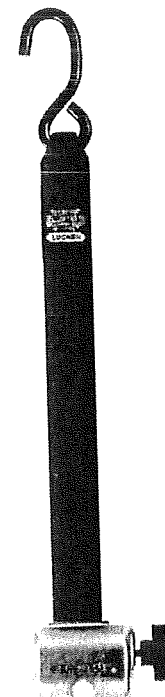
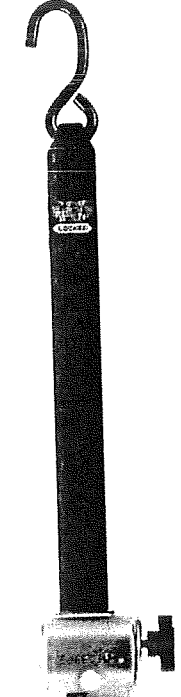

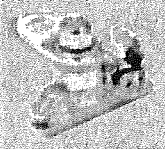

1. The AL700 Titan Series retractors have distinctive blue webbing and a highly-visible, yellow "locked" indicator tag, letting operators know when the retractor is in locked mode.
2. S-hook configuration makes it easy for operators to quickly secure a wheelchair in seconds — with only one hand — and keeps webbing flat and untwisted when properly attached to the wheelchair.
3. The low-profile bracket on the AL700 Titan Series retractor is close to the ground and the chrome-plated case provides a cleaner, sleeker appearance.
4. Titan's low-profile design minimizes interference with most wheelchairs. With the auto-tensioning feature, webbing automatically retracts into the housing and stays off the floor — keeping it cleaner and longer lasting.
5. The stud fitting, located at the top of the retractor case, provides an easy attachment point for integrated occupant restraint systems.

⚠ WARNING Always secure the occupant in the vehicle with a complete Sure-Lok Occupant Restraint System, consisting of lap and shoulder belts. Secure the wheelchair in the vehicle with a Sure-Lok Wheelchair Tie-Down System.

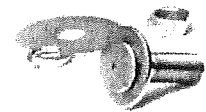
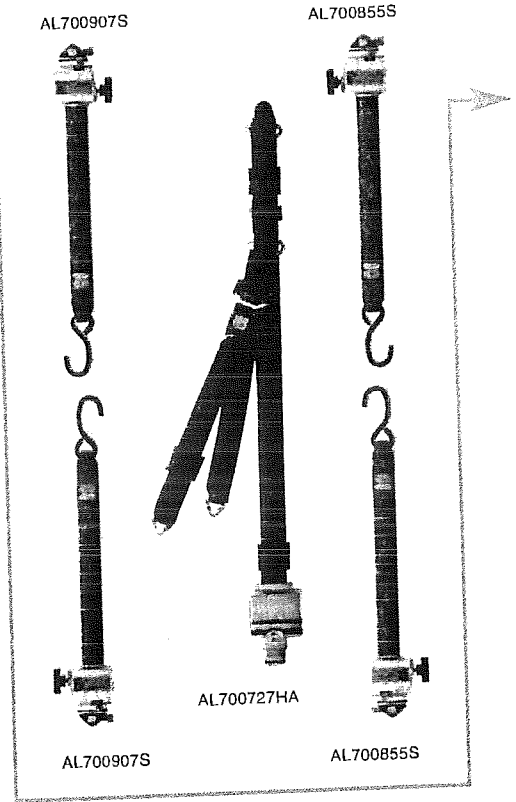
AL700 Titan Series Systems

Determine which Titan Retractor System is right for you. Select the Floor Anchor type you have or want installed. Then just order the corresponding kit part number. It's that easy. Retractor assembly part numbers are listed in the chart below and retractor kit part numbers are in the charts on the opposite page. For more information on occupant restraints, refer to pages 16-21.



			
LTRACK	ATRACK	SOLO	
AL700855S	AL700857S	AL700944S	RIGHT HAND RETRACTOR S-HOOK (pictured)
AL700907S	AL700925S	AL700945S	LEFT HAND RETRACTOR S-HOOK
			

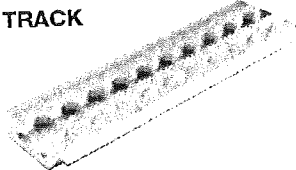

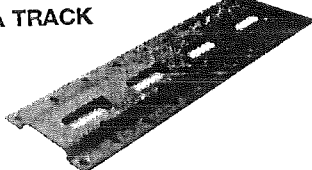

EXAMPLE OF KIT AL712S-4C

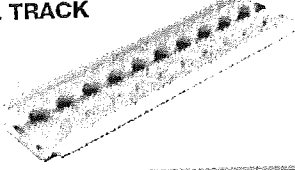



SOLO FLOOR ANCHOR
FE200922

*Requires use of the Solo Anchor Installation Tool.
Refer to page 24.

TITAN RETRACTOR KITS WITH OCCUPANT RESTRAINTS

FLOOR ANCHOR TYPE	ATTACHMENT STYLE	KIT PN	PN IN KIT	QTY	OCCUPANT RESTRAINT
L TRACK 	S-HOOK	AL712S-4C	AL700855S AL700907S AL700727HA	2 2 1	 AL700727HA
A TRACK 	S-HOOK	AL715S-4C	AL700857S AL700925S AL700727HA	2 2 1	
SOLO 	S-HOOK	AL760S-4C	AL700944S AL700945S AL700727HA FE200922	2 2 1 4	

L TRACK 	S-HOOK	AL712S-4C-7	AL700855S AL700907S AL700868-4	2 2 1	AL700868-4 
--	--------	-------------	--------------------------------------	-------------	---

TITAN RETRACTOR KITS WITHOUT OCCUPANT RESTRAINTS

FLOOR ANCHOR TYPE	ATTACHMENT STYLE	KIT PN	PN IN KIT	QTY	OCCUPANT RESTRAINT
L TRACK	S-HOOK	AL727S-4C	AL700855S AL700907S	2 2	<p>For available Occupant Restraints, refer to pages 16-21.</p> <p>⚠WARNING</p> <p>Always secure the occupant in the vehicle with a complete Sure-Lok Occupant Restraint System, consisting of lap and shoulder belts. Secure the wheelchair in the vehicle with a Sure-Lok Wheelchair Tie-Down System.</p>
A TRACK	S-HOOK	AL728S-4C	AL700857S AL700925S	2 2	
SOLO	S-HOOK	AL761S-4C	AL700944S AL700945S FE200922	2 2 4	

PRE-DELIVERY INSPECTION
CHASSIS CONTINUED

- 183 LEAF SPRINGS/SHACKLES _____
- 184 EXHAUST PIPE/MUFFLERS _____
- 185 AIR BAGS/MTG/HOSES _____
- 186 AIR BAGS/FILL TO 65 LBS _____
- 187 DIFFERENTIAL _____
- 188 UNDERCOATING _____
- 189 STEPWELL _____
- 190 SKIRTS/MTG _____
- 191 AIR COMPRESSOR _____
- 192 REAR BRAKES _____
- 193 REAR BRAKES HOSES/TUBING _____
- 194 REAR WHEEL COND _____
- 195 REAR TIRE PRESSURE
DRW 65 LBS 36 SRW 75 LBS _____
- 196 REAR TORQUE WHEELS _____
140 LBS
- 197 REAR AXLE LEAKAGE _____

PARATRANSIT

- 198 WALLTRACK _____
- 199 WALLTRACK(SHARP EDGES) _____
- 200 FLOOR TRACK MOUNTING _____
- 201 FLOOR TRACK TRIM _____
- 202 FLOOR TRACK OPERATION _____
- 203 WHEELCHAIR TIE DOWNS
4 - TIE DOWNS PER POSITION _____
1 - SEAT BELT PER POSITION _____
1 - WALL TRACK BELT PER POSITION _____
MAKE SURE CORRECT FOR TYPE OF RACK

PRE-DELIVERY INSPECTION
UNDER HOOD CONTINUED

- 131 BATTERIES COND _____
- 132 BATTERIES MTG _____
- 133 BATTERY CONNECTIONS _____
- 134 GROUND WIRES _____
- 135 BATTERY LOOM/WIRING _____
- 136 INTERLOCK MOUNTING _____
- 137 INTERLOCK CONNECTIONS _____
- 138 INTERLOCK WIRING/ROUTING _____
- 139 A/C HOSES ROUTING _____
- 140 A/C HOSES MOUNTING _____
- 141 AIR FILTER/CC FILTER _____
- 142 UPPER RADIATOR _____
- 143 UPPER RADIATOR HOSE _____
- 144 BELTS _____
- 145 ALT. MOUNTING _____
- 146 HOOD LIGHT/PROP _____
- 147 CHECK BELT ALIGNMENT ON UNITS WITH AFTER MARKET A/C COMPRESSORS _____

CHASSIS

- 148 FRONT TIRE/WHEEL COND _____
- 149 FRONT TIRE AIR PRESSURE _____
- DRW 65 LBS 36 PSI SRW 75 LBS _____
- 150 FRONT TORQUE WHEELS _____
140 LBS
- 151 FRONT AXLE HUBS _____
- 152 LEAKS _____
- 153 FRONT BRAKES _____
- 154 FRONT END _____

PRE-DELIVERY INSPECTION
EXTERIOR CONTINUED

~~107 CLEARANCE LIGHTS~~

SIDES CONTINUED

~~108 CONDENSOR~~

~~109 GAS CAP~~

~~110 FUEL DECAL~~

~~111 OVERALL PAINT/OVERSPRAY~~

~~112 MIRRORS CONDITION~~

~~113 TIGHTEN MIRRORS~~

REAR

~~114 BUMPER~~

~~115 TAILPIPE~~

~~116 GLASS CONDITION~~

~~117 LUGGAGE DOOR~~

~~118 TURN SIGNALS~~

~~119 TAIL LIGHTS~~

~~120 BRAKE LIGHTS~~

~~121 REVERSE LIGHTS~~

~~122 REVERSE ALARM~~

~~123 LICENSE LIGHT~~

~~124 REFLECTORS~~

~~125 OVERALL PAINT/OVERSPRAY~~

UNDER HOOD

~~126 OIL LEVEL~~

~~127 TRANS FLUID~~

~~128 COOLANT LEVEL~~

~~129 WASHER FLUID~~

~~130 P/S FLUID~~

PRE-DELIVERY INSPECTION

INTERIOR CONTINUED

- ~~83~~ WINDOW GLASS COND
- ~~84~~ CHECK WINDOW "T" SLIDES
- ~~85~~ EMERG WINDOWS LEFT
- ~~86~~ EMERG WINDOWS RIGHT
- ~~87~~ EMERG WINDOWS REAR
- ~~88~~ EMERG WINDOWS DECALS
- ~~89~~ INTERIOR TRIM
- ~~90~~ INTERIOR CLOTH/VINYL
- ~~91~~ LUGGAGE WALL I/A

EXTERIOR

FRONT

- ~~92~~ GRILLE
- ~~93~~ HOOD
- ~~94~~ HEADLIGHTS/HI-BEAMS
- ~~95~~ TURN SIGNALS
- ~~96~~ MARKER LIGHTS
- ~~97~~ CLEARANCE LIGHTS
- ~~98~~ FRONT MUDFLAPS
- ~~99~~ FENDERS/OVERSPRAY
- ~~100~~ OVERALL PAINT/OVERSPRAY

SIDES

- ~~101~~ ENTRANCE DOOR SEAL
- ~~102~~ ENTRANCE DOOR GLASS
- ~~103~~ WINDOW FRAMES
- ~~104~~ REAR BENDER/OVERSPRAY
- ~~105~~ REAR MUD FLAPS
- ~~106~~ TRIM

PRE-DELIVERY INSPECTION
INTERIOR CONTINUED

- 54 TRANSITION PANEL
- 55 MODESTY PANELS
- 56 ENTRANCE GRABRAILS
- 57 TRIANGLE FLARES
- 58 FIRE EXTINGUISHER
- 59 FIRST AID KIT
- 60 LUGGAGE RACK
- 61 STANCHIONS TIGHT
- 62 CEILING/TRIM
- 63 CEILING GRAB RAILS
- 64 PLASTIC COATING
- 65 CEILING UPHOLSTERY
- 66 WALL UPHOLSTERY
- 67 REAR A/C EVAP COVER
- 68 REAR SPEAKER COVER
- 69 EVAPORATOR FILTER
- 70 SEAT MOUNTING
- 71 FLIP SEATS
- 72 SEAT UPHOLSTERY
- 73 SEAT BELTS/ATTACHED
- 74 KICK PANELS APPEARANCE
- 75 TANK COVER
- 76 FLOOR
- 77 RUBBER/CARPET
- 78 FLOOR TRIM
- 79 WALL SEAT RAILS
- 80 WALL SEAT RAILS (SHARP EDGES)
- 81 INSTALL SEAT RAIL MOUNTING
- 82 WINDOW MOULDING

PRE-DELIVERY INSPECTION
DRIVER'S AREA CONTINUED

29 A/C FRONT

OUTSIDE TEMP 89.6

TEMP AT VENT 55.2°

30 A/C REAR

OUTSIDE TEMP 89.6

TEMP AT VENT 57.3°

31 DRIVER'S MIRROR

32 SUN VISOR

33 CARPET/MOULDING

34 HARNESS UNDERDASH

35 WIRING UNDER DASH

36 FRONT INTERIOR VINYL

37 FRONT INTERIOR TRIM

38 DASH ABS PLASTIC

39 DESTINATION SIGN

40 DESTINATION SIGN LIGHT

41 DESTINATION SIGN DOOR

42 INTERIOR OF CAP

43 PARKING BRAKE

44 THROTTLE OPERATION

45 STEERING PLAY

46 WINDSHIELD

47 FRONT WINDOWS

INTERIOR

48 ENT DOOR OPERATION

49 ENT DOOR ADJ/TIGHT

50 ENT DOOR SEAL

51 HARNESS ABOVE DOOR

52 DOOR MOTOR COVER

53 FRONT ABS PLASTIC

PRE-DELIVERY INSPECTION

CUSTOMER NAME: MY LEASING UNIT#: 30 750 MILEAGE: 8

DRIVER'S AREA

- 1 IGNITION SWITCH
- 2 START BUS
- 3 KEYS IGN/DOORS
- 4 NEUTRAL SAFETY
- 5 GAUGES/BUZZER
- 6 ABS/TRANS LIGHT
- 7 OIL/TEMP LIGHT
- 8 DASH LIGHTS
- 9 FUEL LEVEL EMPTY
- 10 WIPERS/WASHERS
- 11 RADIO/SPEAKERS
- 12 PA/SPEAKERS
- 13 MICROPHONE/CLIP
- 14 CIGARETTE LIGHTER
- 15 ASHTRAY OPENS
- 16 FRONT HEAT/DEFROSTER
- 17 REAR HEATER
- 18 VOLTAGE GAUGE
- 19 DOME LIGHTS
- 20 READING LIGHTS
- 21 LIFT SWITCH
- 22 ENTRANCE DOOR SWT
- 23 DOME/STEPWELL LIGHTS
- 24 DRIVER DOME LIGHT
- 25 VORTEC/FAST IDLE
- 26 DRIVER'S SEAT
- 27 SEAT BELTS
- 28 A/C FAN SWITCHES

PRE-DELIVERY INSPECTION
PARATRANSIT

204 TOOL BOX

205 LIFT DOORS INSIDE

206 LIFT DOORS OUTSIDE

207 LIFT DOOR OPERATION

208 LIFT DOOR LOCK

209 LIFT DOOR SWITCH

210 PAD KIT

211 MOTOR COVER/HANDLE

212 LIFT LOAD LIGHT

213 LIFT OPERATION

214 INTERLOCK OPERATION

215 CHECK INTERLOCK ADJUSTMENT

216 REMOTE CONTROL MOUNTED

217 TITLE 13 STICKER

218 OWNERS MANUAL REMOVED

219 SERIAL# _____

220 FAREBOX KEYS

221 FAREBOX MTG

222 FAREBOX LIGHT

MECHANIC'S NAME: FERNANDO GONZALEZ DATE: 05-17-09

PRE-DELIVERY INSPECTION
NOTES

No SAFETY KIT

DOUBLE CHECK SECTION

- 1 REVIEW PDI & RO
- 2 INTERLOCK OPERATION
- 3 LIFT OPERATION
- 4 PAD KIT
- 5 A/C OPERATION
- 6 FUELED
- 7 CLEAN
- 8 SEAT BELTS
- 9 GRAPHICS
- 10 PAINT

Amerivan PT

EIDorado 
National - Kansas
Thor Industries Commercial Bus Division



Consumer Features . . . Commercial Durability

- The Amerivan PT from EIDorado National represents the best in a premium quality lowered-floor minivan for light transit use.
- All the renowned construction features of the consumer version, including the **standard all stainless steel floor**, in an economical, durable commercial version.



Paratransit Vehicle

Functional Features



Ramp in position from the interior & removable seat

Amerivan PT features durable vinyl flooring and multiple Q'Straint L-track tie-down locations. Amerivan PT also includes "Quick Release" removable front passenger seating, optional fold-down middle seat and enhanced rear seat capacity for optimum passenger load. Our sturdy manual fold-out ramp has an easy-to-use swing-out gate feature for quick and clear access for all your passengers.



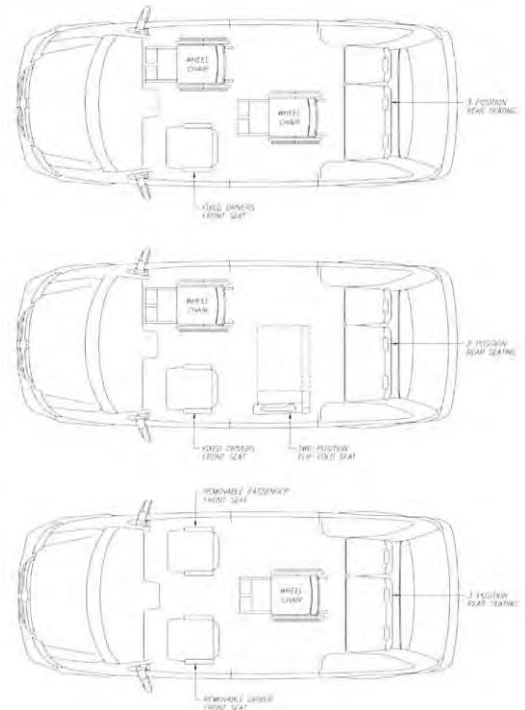
Fold down rear seat with spacious cargo room

Standard Features

- Safe, commercial grade non-slip flooring made of skid-resistant durable vinyl.
- Easy-to-operate, non-skid manual fold-out ramp.
- Quality tie-down belts – we install the premier tie-down belt system made by Q'Straint – the industry benchmark for safety. You can rest assured that your wheelchair or motorized chair is securely fastened in your van. We also provide two floor tracks so you can determine where to hook the belts.
- The crash-tested Amerivan PT design meets or exceeds all applicable US motor vehicle safety standards.
- The Amerivan PT is built to last . . . all air conditioning, heating and braking lines are constructed in durable stainless steel. In fact, we're the only lowered-floor minivan you can buy with an **all stainless steel floor**.

WARRANTY

- 3-year, 36,000 mile warranty



PREMIUM QUALITY CONVERSION



Reliable workmanship

Every EIDorado National component of your Amerivan has undergone rigid testing for safety and performance. The crash tested Amerivan design meets or exceeds all applicable U.S. vehicle safety standard.

STANDARD FEATURES



"Quick-release" seating



Optional DOT kit

Standard Conversion Features

14" Lowered Stainless Steel Floor!

- ADA 56" high entry door and lighting
- ADA 31" wide manual ramp
- 54" long manual fold-out ramp
- 3 passenger rear seat modification
- Permanent driver's seat
- Removable passenger seat
- Four-link style mechanical rear suspension with custom built coil over shock
- Q'Straint wheelchair track (RF/Mid locations)
- 1 set - Q'Straint restraint belts
- Grab handles - A Pillar/B Pillars
- Back-up alarm
- Commercial grade non-slip Altro flooring
- Swing-out ramp feature

DIMENSIONS

- Overall height of van 72³/₄"
- Door opening, usable height 56"
- Interior height at center of van 60"
- Interior height at driver and passenger position 60"
- Ground clearance (loaded) 5¹/₂"
- Overall interior floor length 88"
- Interior width at "B-pillar" 60"

STANDARD CHASSIS SPECIFICATIONS

- 6,050 lb. GVWR
- 3.3 liter V6 engine
- 4-speed automatic transmission
- Driver & passenger front impact air bags
- Front heating/air conditioning
- P225/65 R 16 BSW all season tires
- 20 gallon fuel tank

Popular Optional Equipment

(Note: This is only a partial listing of optional equipment. For more complete information, contact your ElDorado National representative.)

OPTIONAL EQUIPMENT

- Rear air conditioning/heating
- Additional Q'Straint belts
- 2 passenger fold-away Freedman™ seating – vinyl/OEM fabric
- Automatic load leveling air suspension
- Interior mounted spare tire with cover

OPTIONAL DOT PACKAGE

- First aid kit
- Fire extinguisher
- Reflective triangle kit



With our 250,000 sq. ft. state-of-the-art facility, we are able to provide timely delivery in addition to the exceptional quality that sets the standard in our industry.

At ElDorado National, we constantly improve our product; as a result all specifications and dimensions are subject to change without notice.



ElDorado National - Kansas
Thor Industries Mobility Division



Creative Bus Sales
El Dorado Bus Sales

Phone: 800 326-2877 Fax: 909 465-5529

www.CreativeBusSales.com

Printed on recycled paper as part of ElDorado National's continuous effort to minimize waste and conserve our natural resources.



Prepared By:
Monte Borman
EIDorado National-Kansas
1655 Wall Street
Salina, KS 67401
Phone: (866) 392-6300
Fax: (785) 493-2037
Email: monteb@enconline.com

2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

PRICING SUMMARY

STANDARD CHASSIS

PRICING SUMMARY - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

Base Price

Total Options:

Vehicle Subtotal

Advert/Adjustments

Destination Charge

GRAND TOTAL

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 156.2, Data updated 12/8/2009 10:06:00 AM
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Customer File:

Prepared By:
 Monte Borman
 EIDorado National-Kansas
 1655 Wall Street
 Salina, KS 67401
 Phone: (866) 392-6300
 Fax: (785) 493-2037
 Email: monteb@enonline.com

2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

<u>Code</u>	<u>Description</u>
RTKH53	2010 Dodge Grand Caravan 4dr Wgn SE

SELECTED VEHICLE COLORS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

<u>Code</u>	<u>Description</u>
-	Interior: Medium Slate Gray/Light Shale
-	Exterior 1: Stone White
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

CATEGORY

<u>Code</u>	<u>Description</u>
REGIONAL DESTINATION ADJUSTMENT	NATIONAL DELIVERY
EMISSIONS	50-STATE EMISSIONS
ENGINE	3.3L OHV V6 ENGINE (STD) (REQ: NAS Emissions)
TRANSMISSION	4-SPEED AUTOMATIC VLP TRANSMISSION W/OD (STD)
CPOS PKG	24F CUSTOMER PREFERRED ORDER SELECTION PKG -inc: 3.3L V6 engine, 4-speed auto VLP trans, 140-amp alt, air cond *CREDIT*
WHEELS	16" X 6.5" STEEL WHEELS W/WHEEL COVERS (STD)
TIRES	P225/65R16 ALL-SEASON BSW TIRES (STD)

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Customer File:

Prepared By:
Monte Borman
EIDorado National-Kansas
1655 Wall Street
Salina, KS 67401
Phone: (866) 392-6300
Fax: (785) 493-2037
Email: monteb@enconline.com

2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

CATEGORY

<u>Code</u>	<u>Description</u>
PAINT	
PW1	STONE WHITE
PAINT SCHEME	
—	STANDARD PAINT
SEATING ARRANGEMENT	
CYC	2ND ROW FOLD-IN-FLOOR BUCKET SEATS (STD)
SEAT TRIM	
H7DS	MEDIUM SLATE GRAY/LIGHT SHALE, CLOTH SEAT TRIM
CEG	MEDIUM SLATE GRAY SEATS
ADDITIONAL EQUIPMENT	
AAA	CLIMATE GROUP -inc: 160 amp alt, air cond w/3-zone temp control, rear air cond w/heater, instrument panel w/satin silver bezel (REQ: 24F CPOS Pkg)
NMC	HD ENGINE COOLING -inc: engine oil cooler, HD radiator, HD transmission oil cooler
SER	LOAD LEVELING & HEIGHT CONTROL
GAE	SUNSCREEN GLASS
LMN	DAYTIME RUNNING LAMPS

OPTIONS TOTAL

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Prepared By:
Monte Borman
EIDorado National-Kansas
1655 Wall Street
Salina, KS 67401
Phone: (866) 392-6300
Fax: (785) 493-2037
Email: monteb@enconline.com

2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

ENTERTAINMENT

- Fixed long mast antenna
- Media center 130 CD/MP3 player -inc: AM/FM stereo
- (4) speakers

EXTERIOR

- 16" x 6.5" steel wheels w/wheel covers
- P225/65R16 all-season BSW tires
- Compact spare tire
- Body-color fascias
- Rear scuff pad
- Front air dam
- Body-color bodyside moldings
- Belt moldings
- Black grille
- Halogen headlamps
- Headlamp time-delay off
- Fold-away heated pwr mirrors
- Tinted glass
- Variable intermittent windshield wipers
- Rear window wiper/washer
- Black license plate brow
- Right sliding door
- Left sliding door
- Body-color door handles

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

INTERIOR

- 2nd row fold-in-floor bucket seats
- Front cloth low-back bucket seats
- 3rd row Stow'n Go tailgate seats
- Stain repel seat fabric
- Floor console w/cupholder
- Carpet flooring
- Easy clean floor mats
- Black sill applique
- Tilt steering wheel
- Instrument panel w/satin silver bezel
- Lower instrument panel cubby bin
- Pwr windows w/driver-side 1-touch feature
- Pwr locks
- Keyless entry w/immobilizer
- Tip start
- Speed control
- Air conditioning w/3-zone temp control
- Rear air conditioning w/heater
- Rear window defroster
- Dual glove boxes
- 12V aux pwr outlet
- 12V DC front & rear pwr outlets
- Deluxe door trim panel
- Driver door sill storage bin

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

- Overhead console
- Observation mirror
- Dual sun visors w/mirrors
- Assist handles
- Front courtesy/map lamps
- Rear dome lamp
- Illuminated entry
- Liftgate flood lamp
- Rear seatback grocery bag hooks
- LH rear quarter storage bin

MECHANICAL

- 3.3L OHV V6 engine (REQ: NAS Emissions)
- 4-speed automatic VLP transmission w/OD
- Front wheel drive
- 600-amp maintenance-free battery
- 160-amp alternator
- Pwr rack & pinion steering
- 4-wheel disc brakes

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

SAFETY

- 4-wheel anti-lock brakes
- Brake assist
- Brake/park interlock
- Electronic stability program
- Advanced multi-stage front air bags
- Side curtain air bags for all rows
- LATCH ready child seat anchor system
- Tire pressure monitor
- Dual note electric horn

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

WEIGHT RATINGS

WEIGHT RATINGS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

Front Gross Axle Weight Rating:

Rear Gross Axle Weight Rating:

Gross Vehicle Weight Rating:

0

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Salina, KS 67401
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Fax: (785) 493-2037
Email: monteb@enconline.com

2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

COLOR AVAILABILITY

COLOR CHART - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

EXTERIOR	INTERIOR
Stone White	Medium Slate Gray/Lig ht Shale X

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

ENGINE

Engine Order Code	EGV
Engine Type	Gas V6
Displacement	3.3L/202 CID
SAE Net Horsepower @ RPM	175 @ 5600
SAE Net Torque (lb ft) @ RPM	205 @ 4000

TRANSMISSION

Transmission order code	DFF
Transmission Type Description	* 4-Speed Automatic
Drive Train	Front Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	17.00
Hwy EPA fuel economy estimate (MPG)	24.00
City cruising range (mi)	348.50
Hwy cruising range (mi)	492.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

TRANSMISSION

Gear Ratio (:1)	
First Gear Ratio (:1)	2.37
Second Gear Ratio (:1)	- TBD -
Third Gear Ratio (:1)	- TBD -
Fourth Gear Ratio (:1)	- TBD -
Reverse Ratio (:1)	- TBD -
Clutch size (in)	
Final Drive Axle Ratio (:1)	3.43

ELECTRICAL

Battery	1
Battery cold cranking Amps @ 0 F	600.00
Alternator	
Alternator Amps	140.00

COOLING SYSTEM

Cooling system capacity	* - TBD -
-------------------------	-----------

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

WEIGHT INFORMATION

Base curb weight (lbs) 4,321.00

TRAILERING

	Max Trailer Wt.	Max Tongue Load
Dead Weight Hitch (lbs)	1,000.00	100.00
Weight Distributing Hitch (lbs)	1,000.00	100.00
Fifth Wheel Hitch (lbs)		

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

	Front	Rear	
SUSPENSION			
Suspension Type	Independent	Semi-Independent	
Suspension Type (cont.)			
Shock Absorber Diameter (mm)	- TBD -	- TBD -	
Stabilizer Bar Diameter (in)	- TBD -	- TBD -	
BRAKES			
Brake type	Pwr		
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	- TBD -	- TBD -	
Drum			
Drum Diam x Width (in)			
TIRES	Front	Rear	Spare
Tire Order Code	TUG	TUG	TBK
Tire Size	P225/65R16	P225/65R16	Compact
WHEELS	Front	Rear	Spare
Wheel Size	16 x 6.5	16 x 6.5	Compact
Wheel Type	Steel	Steel	Steel
STEERING			
Steering type	Pwr Rack & Pinion		
Ratio (:1)			
Overall	- TBD -		
Lock-to-Lock Turns	- TBD -		
Turning Diameter			
Curb-to-Curb	38.00		
Wall-to-Wall	- TBD -		

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

FUEL TANK	Main
Capacity	20.50

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

EXTERIOR DIMENSIONS

Wheelbase (in)	121.20
Length, Overall w/rear bumper (in)	
Length, Overall (in)	202.50
Width, Max w/o mirrors (in)	76.90
Height, Overall (in)	68.90
Tread Width	
Tread Width, Front	65.5
Tread Width, Rear	64.8
Min Ground Clearance (in)	5.10
Rear Door	
Rear Door Opening Height	- TBD -
Rear Door Opening Width	- TBD -

CARGO AREA DIMENSIONS

Length @ Floor	
Cargo Area Length @ Floor to Seat 1	- TBD -
Cargo Area Length @ Floor to Seat 2	- TBD -
Cargo Area Length @ Floor to Seat 3	- TBD -
Width	
Cargo Area Width @ Beltline	- TBD -
Cargo Box Width @ Wheelhousings	- TBD -
Cargo Box (Area) Height (in)	- TBD -
Liftover Height (in)	24.40
Cargo Volume	
Cargo Volume to Seat 1	143.8
Cargo Volume to Seat 2	82.6
Cargo Volume to Seat 3	32.3

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

INTERIOR DIMENSIONS

Passenger Capacity	7			
Passenger Volume (ft ³)	163.50			
EPA Classification	2WD Minivans			
Seating Position	Front	Second	Third	
Head Room (in)	39.80	39.20	37.90	
Leg Room (in)	40.60	36.40	37.60	
Shoulder Room (in)	63.00	64.70	62.00	
Hip Room (in)	57.00	64.80	- TBD -	

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2010 Fleet/Non-Retail Dodge Grand Caravan 4dr Wgn SE RTKH53

WARRANTY INFORMATION

WARRANTY INFORMATION - 2010 Fleet/Non-Retail RTKH53 4dr Wgn SE

WARRANTY
<<< PRELIMINARY 2010 WARRANTY >>>

Basic:
3 Years/36,000 Miles

Drivetrain:
5 Years/100,000 Miles
(fully transferable with no fee)

Corrosion:
5 Years/100,000 Miles

Emissions:
2 Years/24,000 Miles

Roadside Assistance:
3 Years/36,000 Miles

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TOOL LIST			
WRENCHES	SOCKETS	AIR TOOLS	MISC.
24mm Open/Box End	24mm 6-Point	1/2" Impact	14.4V Cordless Drill
22mm Open/Box End	19mm 6-Point	3/8" Impact	Sawz-All Recip. Saw
19mm Open/Box End	18mm 6-Point	3/8" Air Ratchet	Hose Cutters
15mm Open/Box End	16mm 6-Point	1/4" Air Ratchet	Standard Pliers
14mm Open/Box End	15mm 6-Point	Air Recip. Saw	Channel Lock Pliers
13mm Open/Box End	14mm 6-Point		3lb Hammer
12mm Open/Box End	13mm 6-Point		12" Crescent Wrench
12mm Line Wrench	13mm Swivel-Head		
3/4" Open/Box End	11mm 6-Point		AC Hose Clamp Tool
	10mm 6-Point		E-Brake Removal Tool
	8mm 6-Point		Trim Removal Tool - Short
			Trim Removal Tool - Long
	1/2" Extension-12"		Hose Clamp Tool - Flexible
	3/8" Extension-12"		Fuel Line Removal Tool
	12mm Allen Socket		

ITEM	QTY.	PART NO.	DESCRIPTION
1	3	0033611	CARRIAGE SPACER, ALUM. AMV RT
2	2	0032188	BOLT, SHC M14X2.0X255 BLK
3	2	119040	WASHER, FLT 1/2"
4	1	0032829	BOLT, HEX M12X1.5X170 GDB
5	2	0032184	MOTOR MOUNT UPPER DS RT
6	2	0032404	BOLT, HEX M12X1.5X150 GDB
7	1	0032185	MOTOR MOUNT UPPER PS RT
8	1	0032067-1	STEERING SHAFT EXTEND 2008 RT
9	1	0032289	PLATE, STEERING BOOT 2008 RT
10	1	0032677	COVER, STEERING SHAFT EXT. RT
11	1	0032338	ALUMINUM AC EXT HI 2008 RT
12	1	0032341	O RING 10M HI PRESS
13	1	0032343	GASKET 10M HI PRESS
14	1	0032339	ALUMINUM AC EXT LO 2008 RT
15	1	0032342	O RING 12M LO PRESS
16	1	0032344	GASKET 12M LO PRESS
17	1	0032340	HOSE, RADIATOR 2008 RT
18	1	0032182	BRACKET, PWR STEER RES RT
19	2	0032183	STRUT SPACER, 4.00 AMV RT
20	0	E50331	ANTI SIEZE

NOTES:

- 1) THE FOLLOWING PAGES DOCUMENT THE REMOVAL AND/OR INSTALLATION OF THE FOLLOWING:
 - a) UPPER AND LOWER CRADLE/ENGINE SPACERS
 - b) FRONT AND REAR SUSPENSION COMPONENTS
 - c) REAR HEATER AND A/C LINES
 - d) FUEL SYSTEM
 - e) EXHAUST
 - f) STEERING SHAFT EXTENSION
 - g) ELECTRICAL HARNESS
 - h) STOW 'N GO TUBS
- AND OTHER MISCELLANEOUS COMPONENTS.
- 2) BEFORE PREPPING, ENSURE A/C HAS BEEN EVACUATED AND FLUIDS HAVE BEEN DRAINED.
- 3) ONCE ON THE LIFT ALL WHEELS SHOULD BE IDENTIFIED AND THEN REMOVED AND RELOCATED FOR LATER INSTALLATION.
- 4) ALL VEHICLE SPECIFIC PARTS STORED SEPERATE FROM TOTES SHOULD BE TAGGED WITH A UNIT NUMBER.
- 5) REAR BRAKE LINES ARE DISCONNECTED FROM THE ABS BRAKE MODULE IN THE FRONT AND FROM THE BRAKE LINE JUNCTIONS IN THE REAR AND SUSPENDED ON A RACK IN B1 AREA FOR FUTURE INSTALLATION. BRAKE LINES NOT TAGGED.
- 6) THE E-BRAKE CABLE IS DISCONNECTED AT THE SPLITTER NEXT TO CENTER ROW TUB ON THE DS. THE SPLITTER BRACKET IS REMOVED AND SAVED FOR FUTURE INSTALLATION.

					NEXT ASM: NONE	DRAWING INFORMATION	
					SUPERSEDES: NONE	DRAWN: GREEN	CKD:
					DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
					MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
					THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY & IS NOT TO BE DUPLICATED OR USED IN A MANNER DETRIMENTAL TO THEIR BEST INTERESTS.	STANDARD TOLERANCE	
						FRACTIONAL: ± 1/16 DECIMALS: 0.00 ± 0.06 ANGULAR: + 1 DEG.	
REV.	SG	10/20/09	RELEASED TO PRODUCTION	14603			
	B	DATE	DESCRIPTION	RELEASE #			



Eldorado National
A THOR INDUSTRIES Company

1655B WALL STREET
TITLE: **BODY LIFT ASM, OEM AMV FRT**
SALINA, KS 67401

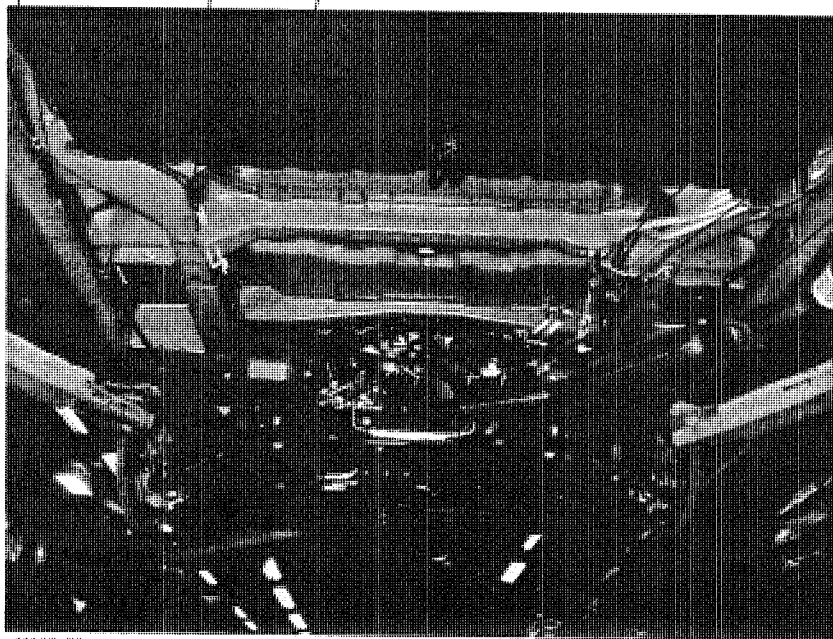
MATERIAL SPEC: N/A
PART NUMBER: **0033517**

PAGE: **of 17**

E-BRAKE CABLE

REAR BRAKE LINES

CENTER ROW TUB



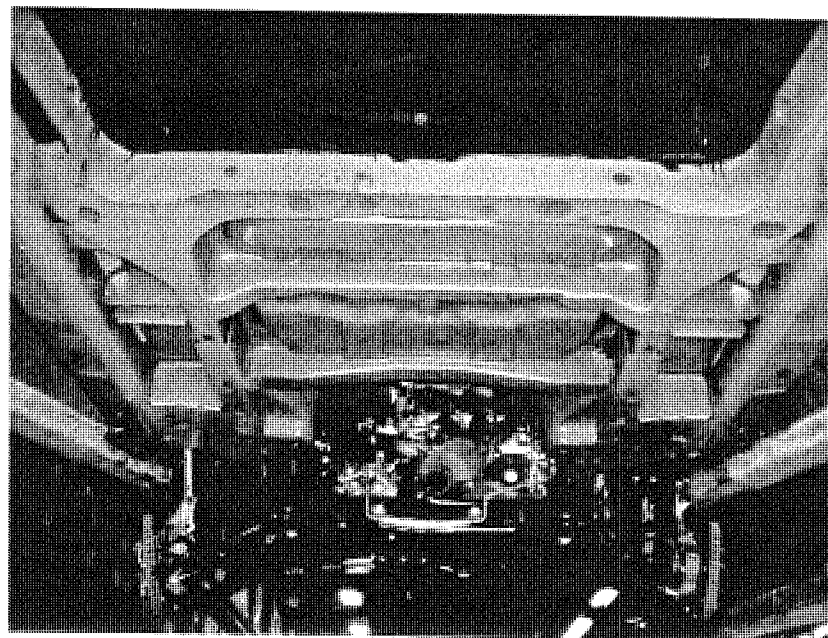
REAR HEATER LINES

REAR A/C LINES

EXHAUST

UNDER VAN - FRONT
BEFORE PREP

FRONT STRUTS



UNDER VAN - FRONT
AFTER PREP

FRONT SECTION PREP - BEFORE/AFTER

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
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MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
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	FRACTIONAL: ± 1/16	
	DECIMALS: 0.00 ± 0.06	
	ANGULAR: + 1 DEG.	

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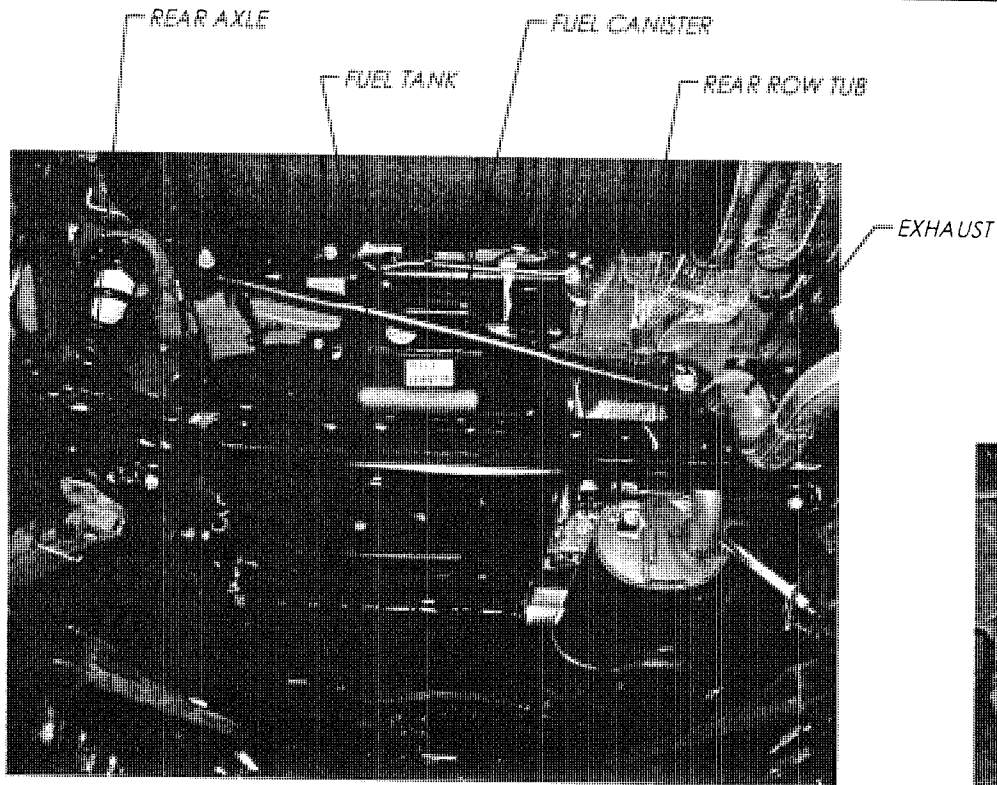
1655B WALL STREET SALINA, KS 67401

TITLE: **BODY LIFT ASM, OEM AMV FRT**

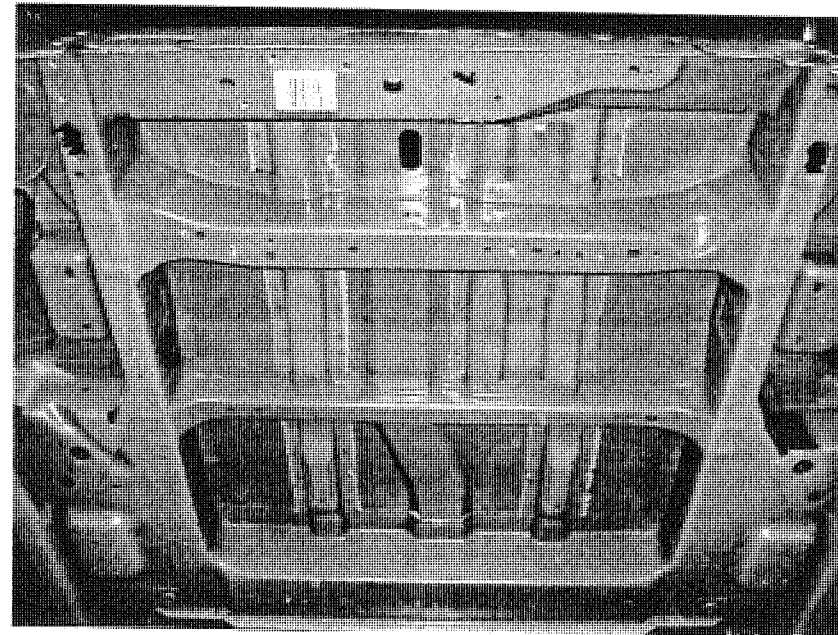
MATERIAL SPEC: **N/A**

PART NUMBER: **0033517**

PAGE: **of 17**



**UNDER VAN - REAR
BEFORE PREP**



**UNDER VAN - REAR
AFTER PREP**

REAR SECTION PREP - BEFORE/AFTER

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY & IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST	STANDARD TOLERANCE	
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	ANGULAR: $+ 1 \text{ DEG.}$	

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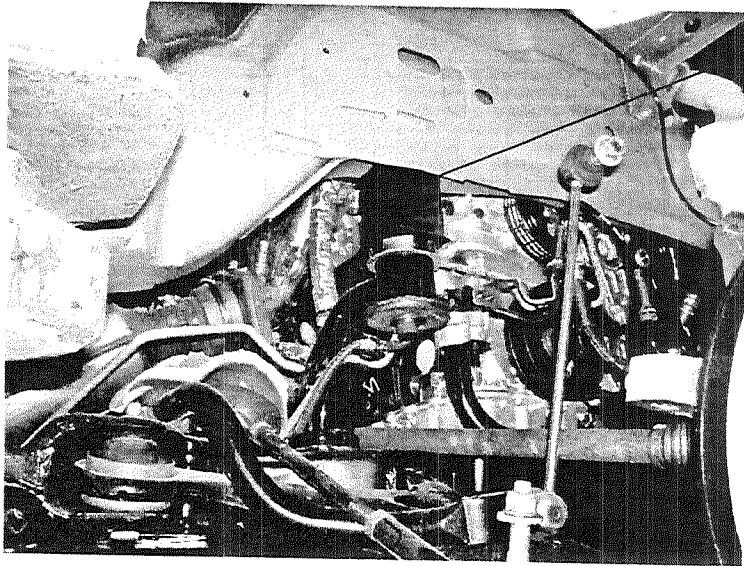
1655B WALL STREET SALINA, KS 67401

TITLE: **BODY LIFT ASM, OEM AMV FRT**

MATERIAL SPEC: **N/A**

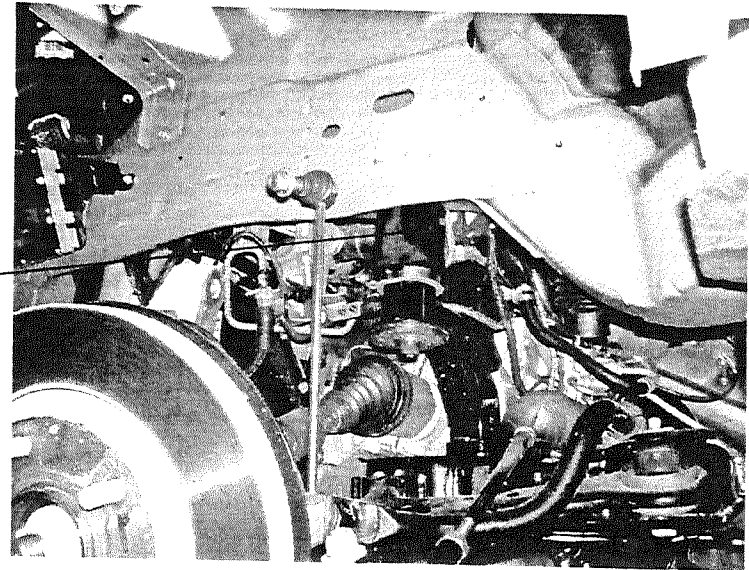
PART NUMBER: **0033517**

PAGE: **of 17**



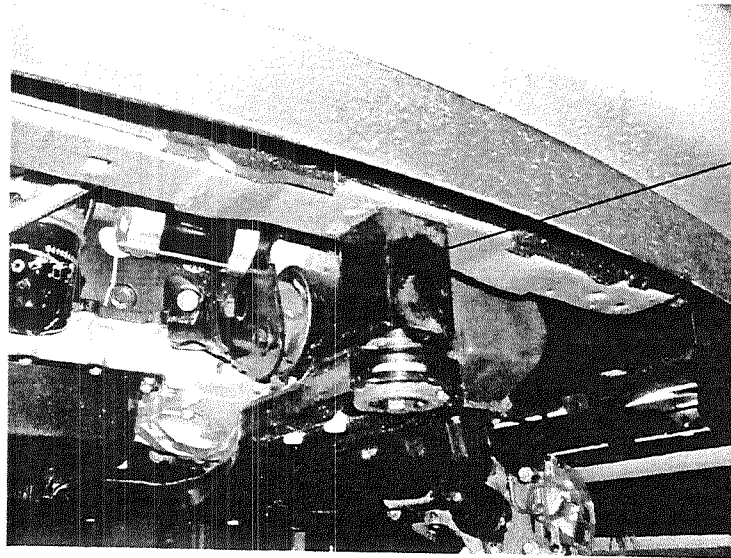
PASSENGERS SIDE
LOWER CRADLE MOUNT

1 2 3 Δ
MOUNT WITH
TAB TOWARDS
PINCH WELD TO
PREVENT ROTATION
(SOLID ALUM. SPACER
AFTER 1/15/10)



DRIVERS SIDE
LOWER CRADLE MOUNT

Δ 3 2 1
MOUNT WITH
TAB TOWARDS
PINCH WELD TO
PREVENT ROTATION
(SOLID ALUM. SPACER
AFTER 1/15/10)



FRONT SIDE
LOWER CRADLE MOUNT

1 4 Δ 2
MOUNT WITH
TAB TOWARDS
BACK OF VAN
(SOLID ALUM SPACER
AFTER 1/15/10)

LOWER CRADLE SPACER INSTALLATION

NOTE:

- 1) ALL LOWER CRADLE SPACER BOLTS ARE TIGHTENED TO SUPPORT CRADLE THROUGH PRODUCTION. FINAL TORQUE TO SPEC TAKES PLACE IN B9.
- 2) USE E50331 ANTI SIEZE IT. 20 TO MATING SURFACE 1 END

Δ 1 TORQUE 109-113 FT/LBS

Δ 2 TORQUE 81-85 FT/LBS

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
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	FRACTIONAL: $\pm 1/16$	
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	ANGULAR: $+ 1 \text{ DEG.}$	

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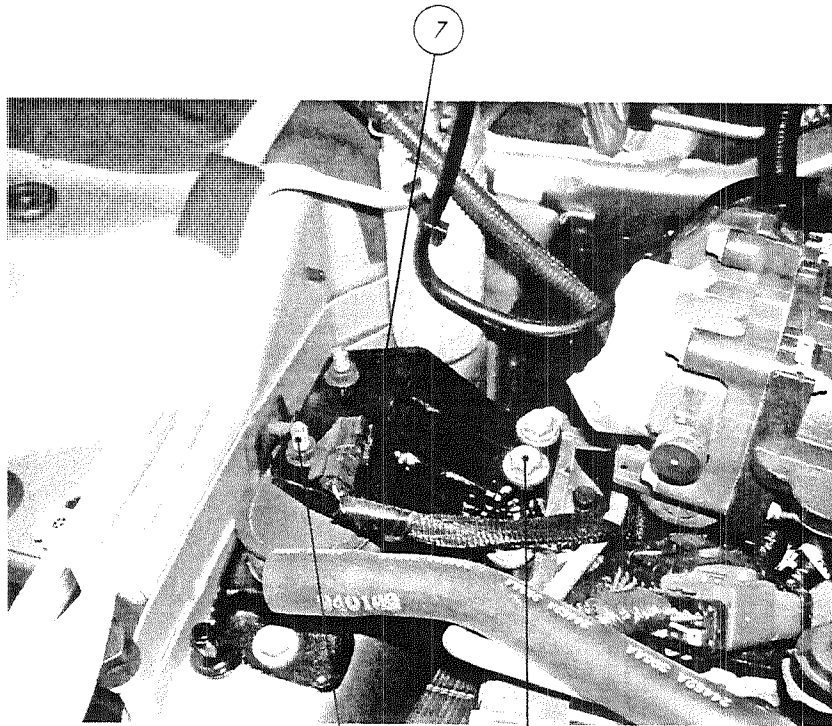
1655B WALL STREET SALINA, KS 67401

TITLE: **BODY LIFT ASM, OEM AMV FRT**

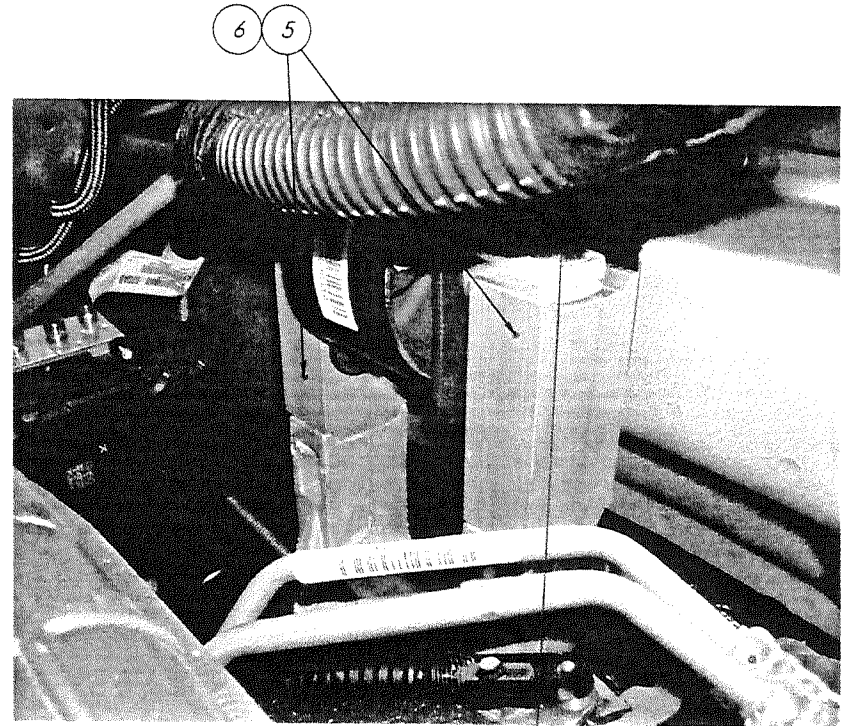
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PART NUMBER: **0033517**

PAGE: **17**



PASSENGERS SIDE
UPPER MOTOR MOUNT



DRIVERS SIDE
UPPER MOTOR MOUNT

UPPER MOUNT SPACER INSTALLATION

NOTE:
1) ALL UPPER MOTOR MOUNT BOLTS ARE TIGHTENED TO SUPPORT ENGINE AND CRADLE THROUGH PRODUCTION. FINAL TORQUE TO SPEC TAKES PLACE IN B9.

1 TORQUE 20-24 FT/LBS

2 TORQUE 38-42 FT/LBS

3 TORQUE 7-76 FT/LBS

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
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	ANGULAR: + 1 DEG.	

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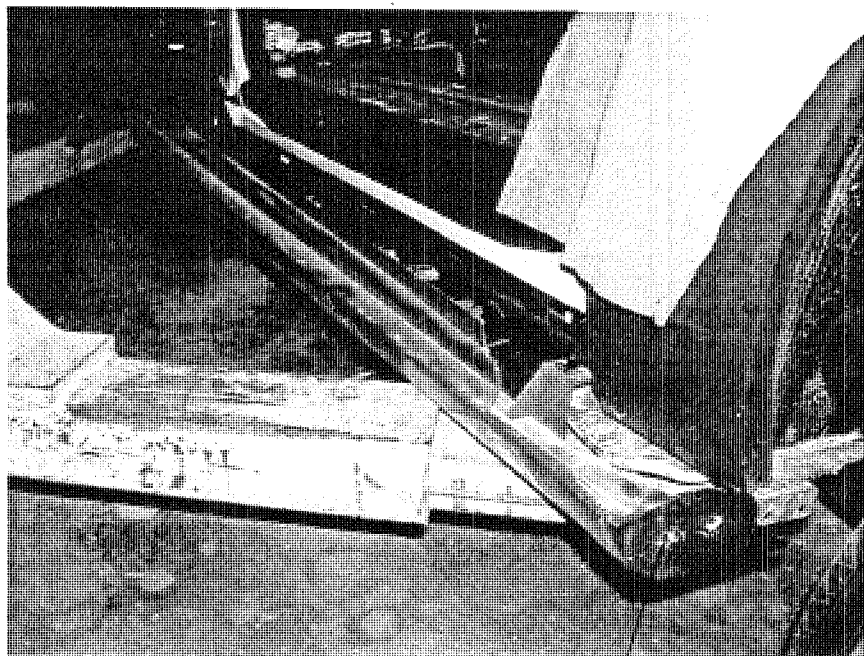
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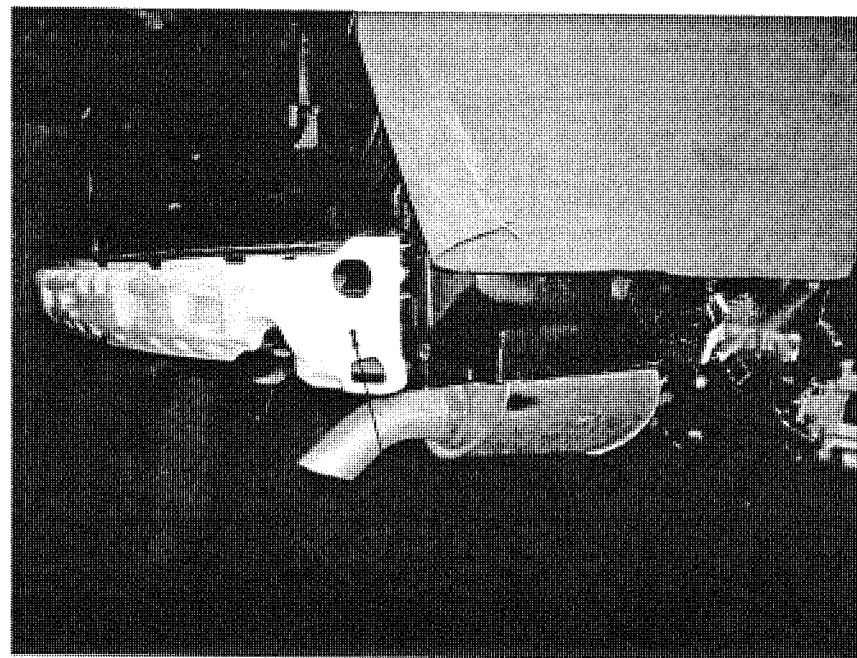
PART NUMBER: **0033517**

PAGE: **of 17**

REV. 11/04



LOWER BODY CLADDING
 REMOVE FASTENERS AND
 REMOVE/DISCARD LOWER CLADDING
 ALONG BOTTOM EDGE OF VAN



REAR BUMPER
 REMOVE FASTENERS AND
 REAR BUMPER

- NOTES:
 1) AS SHOWN ABOVE, LOWER CLADDING IS RELEASED FROM VAN PRIOR TO PLACING VEHICLE ON THE LIFT.
 2) REAR BUMPER REMOVAL SHOULD BE THE BUMPER COVER ONLY. STEEL BUMPER, INCLUDING FORMED WHITE PLASTIC PIECE SHOULD STAY WITH VEHICLE.

BODY MOLDING REMOVAL INSTRUCTIONS

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
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	DECIMALS: 0.00 ± 0.06	
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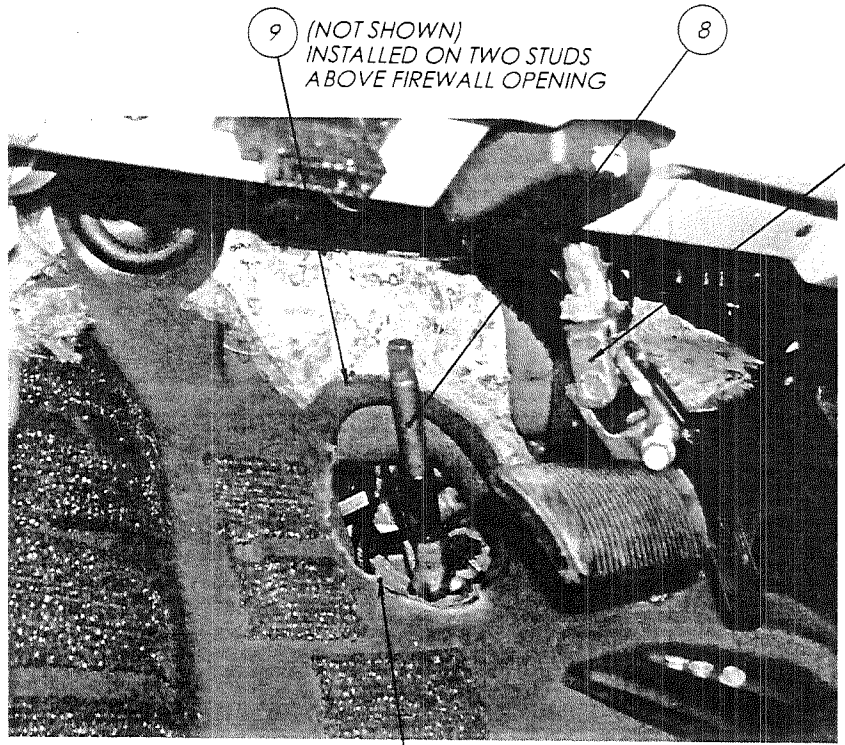
1655B WALL STREET SALINA, KS 67401

TITLE: **BODY LIFT ASM, OEM AMV FRT**

MATERIAL SPEC: **N/A**

PART NUMBER: **0033517**

PAGE: **of 17**



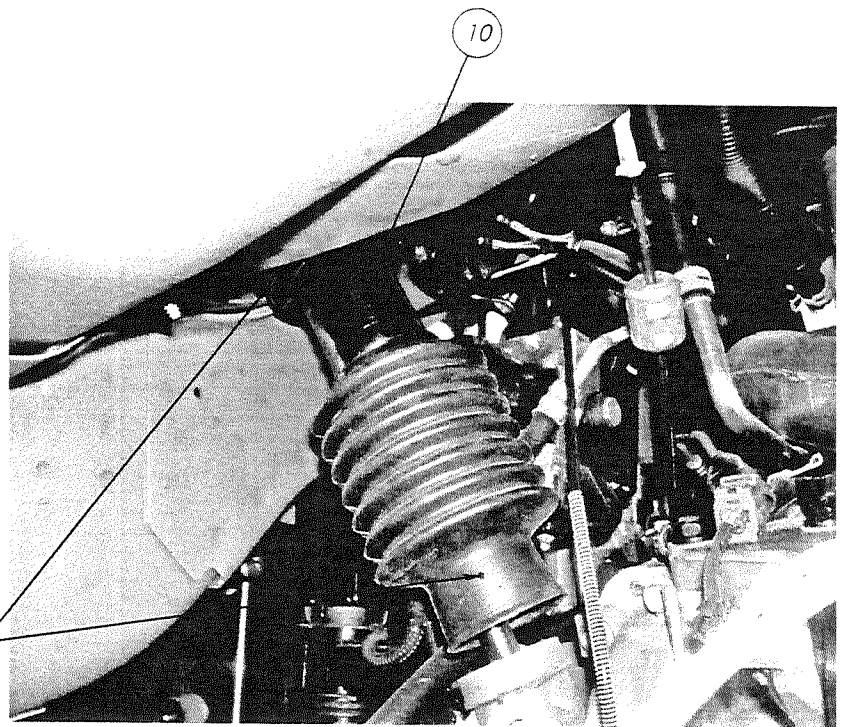
9 (NOT SHOWN)
INSTALLED ON TWO STUDS
ABOVE FIREWALL OPENING

8

OEM STEERING SHAFT -
ATTACH TO ENC EXTENSION

DRIVERS SIDE
UNDER DASH

REMOVE FIREWALL FOR
CLEARANCE AROUND EXTENSION
REF. TEMPLATE 0032606



10

SEPERATE BOOT
FROM TOP FLANGE
AND INSERT TUBE
EXTENSION IN BETWEEN

DRIVERS SIDE
UNDER VAN

STEERING EXTENSION INSTALLATION

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
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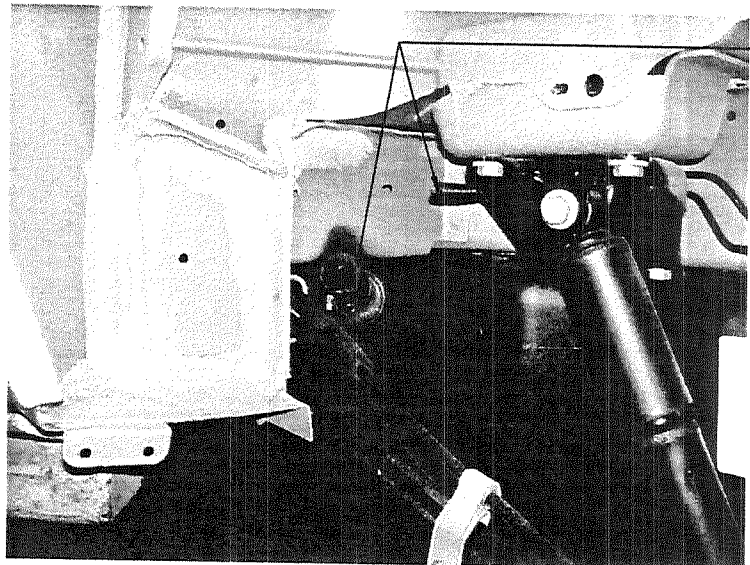
1655B WALL STREET SALINA, KS 67401

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MATERIAL SPEC: **N/A**

PART NUMBER: **0033517**

PAGE: **17**
REV. 11/04

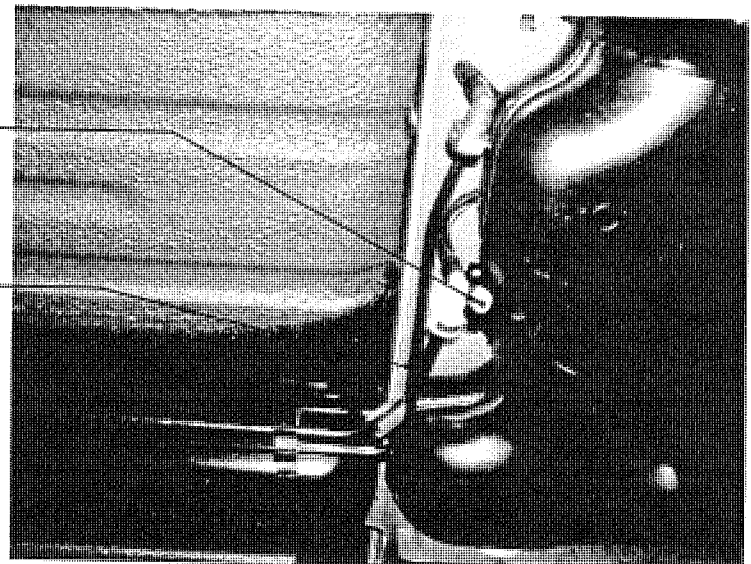


FILL NECK LINES

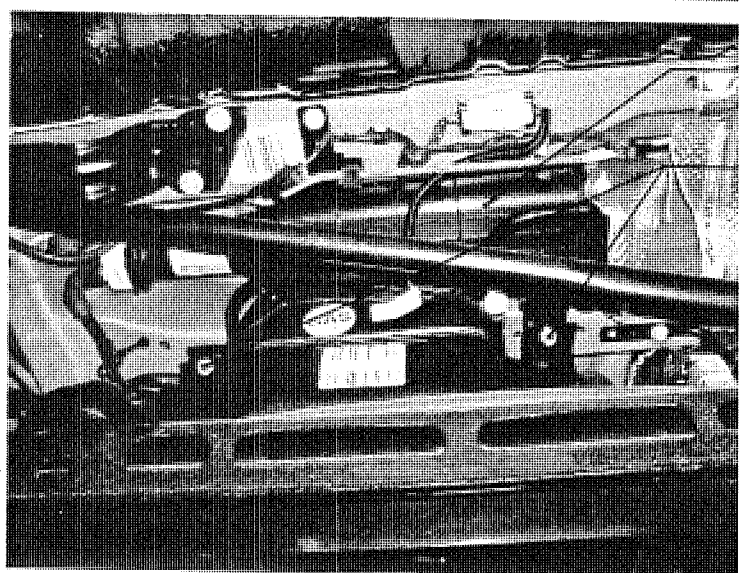
FRONT TANK STRAP BOLTS

CUT SUPPLY AND RETURN LINES HERE

FILL/VENT LINES - DS



SUPPLY/RETURN LINES



FUEL CANISTER

REAR TANK STRAP BOLTS

- NOTES:
- 1) CUT FILL AND VENT LINES FROM FILL NECK. REMOVE NECK FROM VEHICLE AND DISCARD.
 - 2) DISCONNECT ALL ELECTRICAL CONNECTORS FROM FUEL CANISTER.
 - 3) CUT SUPPLY AND RETURN LINES FROM TANK AS SHOWN.
 - 4) CONNECT TRANSFER TUBE TO RETURN SIDE OF LINES GOING TO TANK.
 - 5) PLACE TRANSFER TUBE INTO GAS CADDY AND PLUG IN PUMP CONNECTOR.
 - 6) WHEN TANK IS EMPTY, LOOSEN STRAP BOLTS AND DISCARD TANK ACCORDING TO DETAILS ON V00772-3 (FUEL TANK REMOVAL AND STORAGE). DISCARD STRAPS.
 - 7) REMOVE AND SAVE FUEL CANISTER FOR REINSTALLATION. PLACE IN DUNNAGE BOX.
 - 8) DISCONNECT SUPPLY AND RETURN LINES FROM UNDER HOOD AND DISCARD LINES.

FILTER CANISTER

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
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	ANGULAR: + 1 DEG.	

FUEL SYSTEM REMOVAL INSTRUCTIONS

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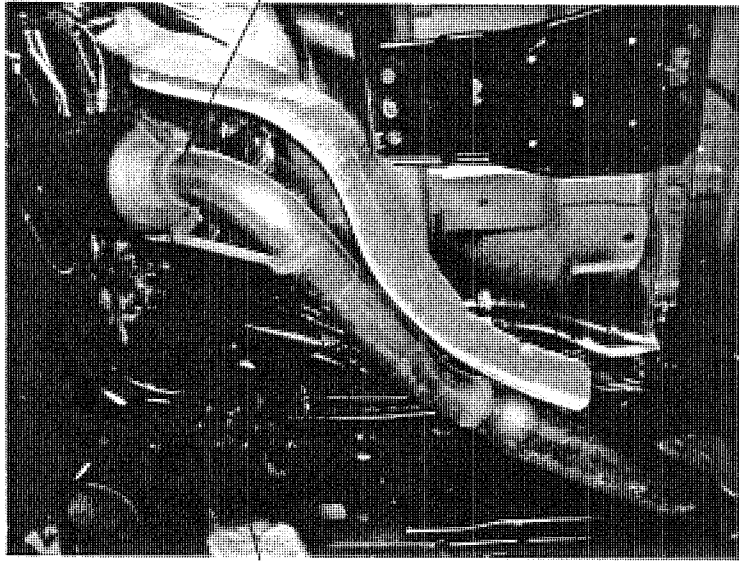
TITLE: **BODY LIFT ASM, OEM AMV FRT**

MATERIAL SPEC: **N/A**

PART NUMBER: **0033517**

PAGE: **of 17**

THIRD CUT - 1/2" AWAY FROM END OF CATALYTIC CONV.

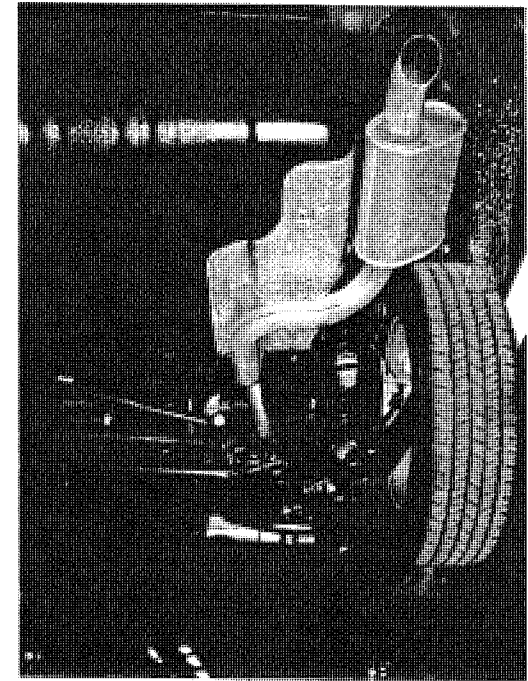


VAN FRONT

CUT SUPPORT FLUSH WITH END OF CATALYTIC CONV.



VAN CENTER



VAN REAR

FIRST CUT - 1/2" AWAY FROM WELD ON BACK OF MUFFLER

SECOND CUT - 1/2" AWAY FROM WELD ON FRONT OF MUFFLER

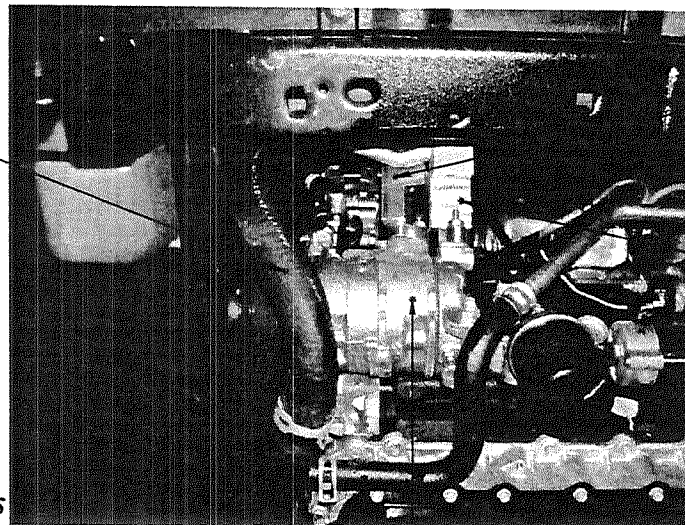
EXHAUST SYSTEM PREP

- NOTES:
- 1) REMOVE ALL HARDWARE TO EXHAUST SUPPORTS BEFORE CUTTING.
 - 2) START CUTTING ON REAR SECTION AND MOVE FORWARD.
 - 3) REMOVE MUFFLER AND SAVE FOR REINSTALLATION.
 - 4) ALL OTHER EXHAUST PARTS DISCARDED.

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
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1655B WALL STREET	SALINA, KS 67401
TITLE: BODY LIFT ASM, OEM AMV FRT	
MATERIAL SPEC: N/A	
PART NUMBER: 0033517	PAGE: 2 of 17

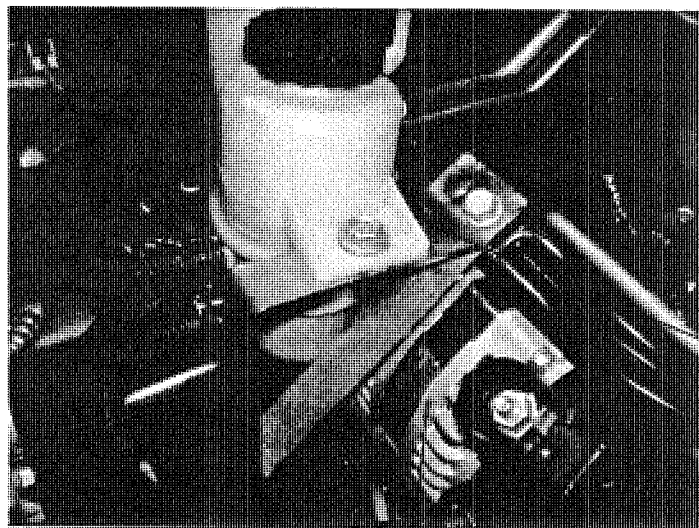
REMOVE AND REINSTALL
UPPER RADIATOR HOSE
IN LOWER HOSE POSITION



UNDER ENGINE - PS

11 12 13
14 15 16

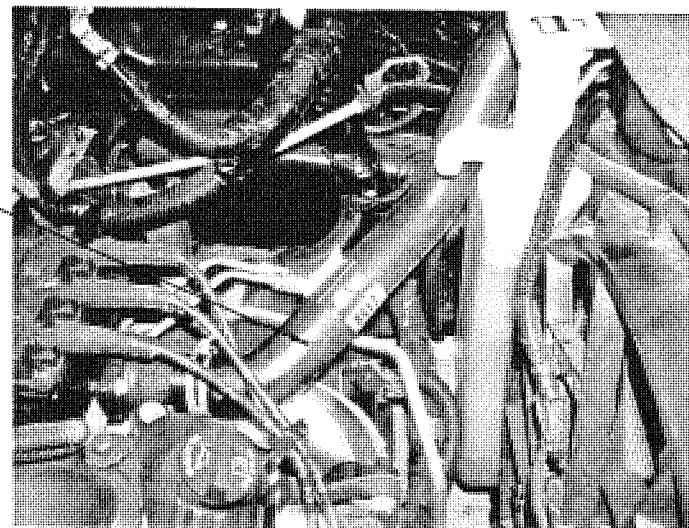
A/C COMPRESSOR



ENGINE COMPARTMENT - PS

ALTERNATOR

18



ENGINE COMPARTMENT - DS

17

MISC. ENGINE CONNECTIONS

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
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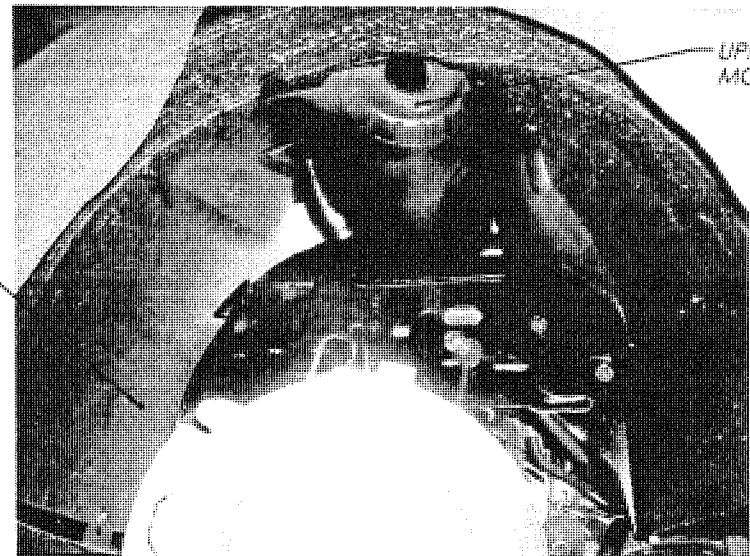
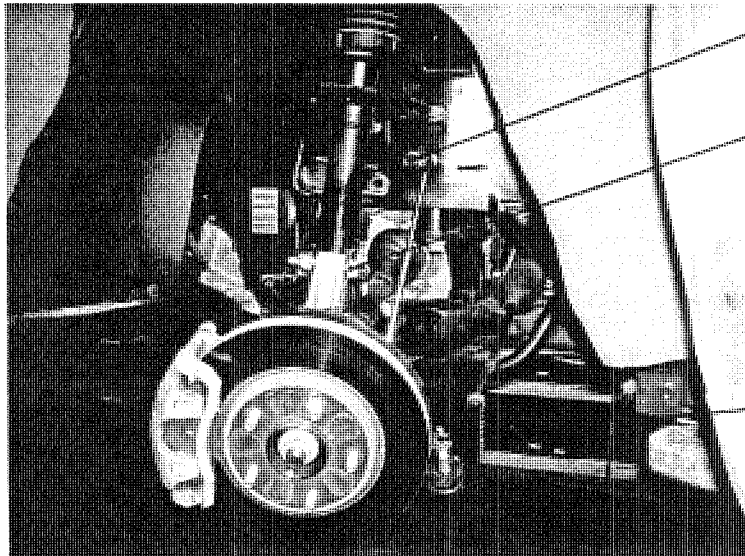
TITLE: **BODY LIFT ASM, OEM AMV FRT**

MATERIAL SPEC: **N/A**

PART NUMBER: **0033517**

PAGE: **7 of 17**

NOTES:
1) RE-USE OF CLAMPS TO SECURE RADIATOR HOSES.

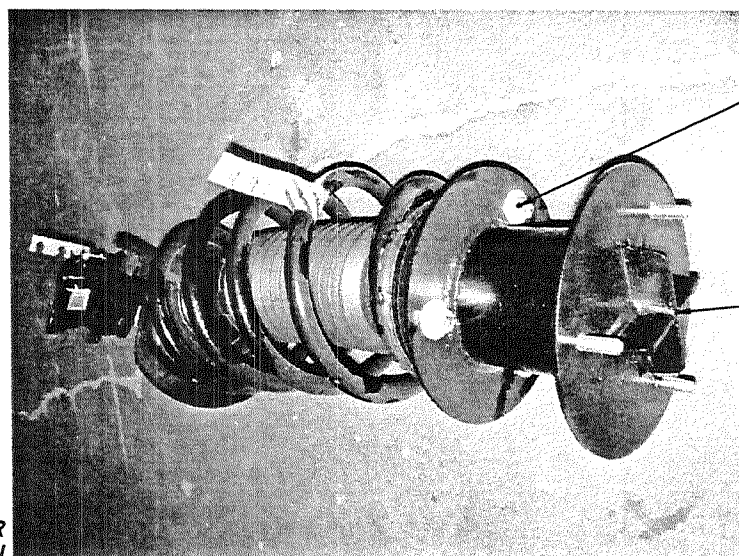


- DISCONNECT SWAY BAR LINKAGE
1
- DISCONNECT LOWER STRUT/SPINDLE MOUNT
2
- REMOVE FASTENERS AND INNER FENDER LINER
- DISCONNECT STEERING ARM LINKAGE
3

UPPER STRUT MOUNT

DS FRONT WITH STRUT

DS FRONT WITHOUT STRUT



STRUT SPACER INSTALLATION

- NOTES:
- 1) REMOVAL TYPICAL FOR PASSENGERS SIDE.
 - 2) REMOVE UPPER STRUT MOUNTING NUTS.
 - 3) DISCONNECT LINKAGE AND MOUNTING BOLTS.
 - 4) REMOVE STRUT AND ATTACH SPACER USING 3 NUTS.
 - 5) REMOVE INNER LINER AND SAVE FOR REINSTALLATION.

- 1 TORQUE 63-67 FT/LBS
- 2 TORQUE 63-67 FT/LBS + 90 DEGREE TURN
- 3 TORQUE 53-57 FT/LBS + 245 DEGREE TURN
- 4 TORQUE 7-23 FT/LBS

STRUT REMOVAL INSTRUCTIONS

NEXT ASM: NONE	DRAWING INFORMATION	
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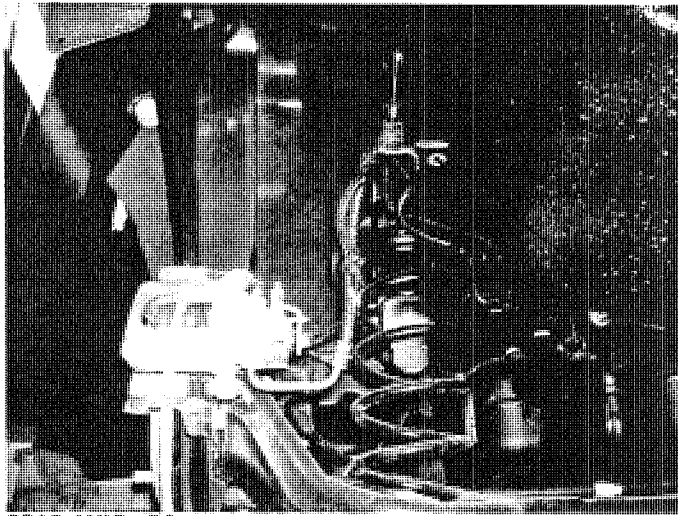
1655B WALL STREET SALINA, KS 67401

TITLE: **BODY LIFT ASM, OEM AMV FRT**

MATERIAL SPEC: **N/A**

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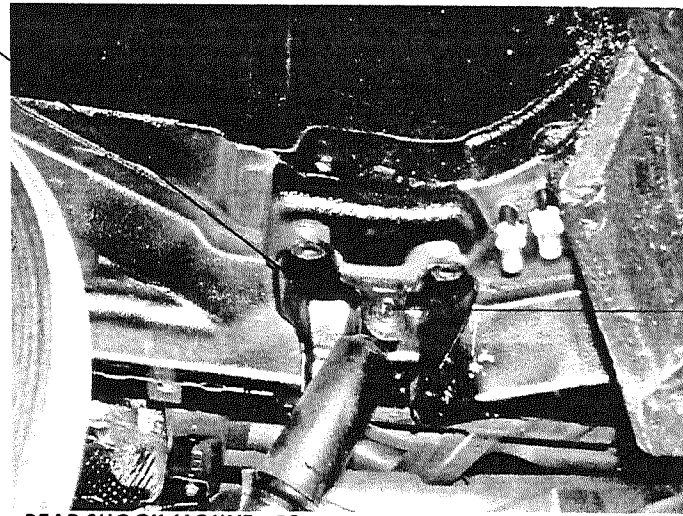
PAGE: **1 of 17**



REAR AXLE - DS

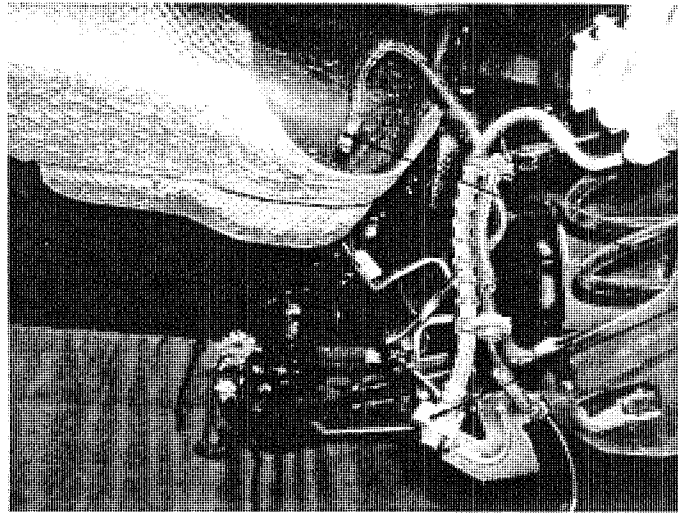
REMOVE FASTENERS FROM UPPER AND LOWER SHOCK MOUNTS

REMOVE FASTENERS FROM BRAKE LINE BRKT'S



REAR SHOCK MOUNT - PS

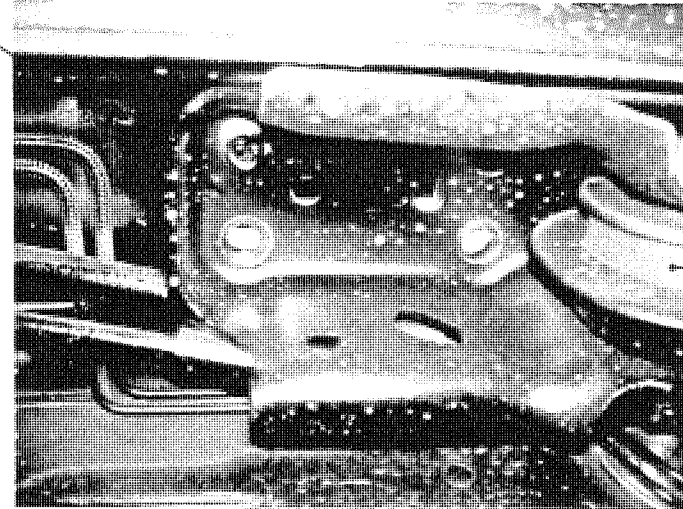
1



REAR AXLE - PS

REMOVE FASTENERS FROM UPPER TRAILING ARM MOUNTS

DISCONNECT BRAKE LINES AND LET DRAIN



REAR TRAILING ARM MOUNT - DS

2

- NOTES:
- 1) REMOVE AND SECURE BRAKE LINES AND E-BRAKE CABLES.
 - 2) REMOVE TRACK BAR AND UPPER TRACK BAR MOUNT. SAVE TRACK BAR AND MOUNT FOR REINSTALLATION.
 - 3) WITH AXLE SUPPORTED, REMOVE FASTENERS FOR UPPER SHOCK MOUNT AND REAR TRAILING ARM MOUNTS.
 - 4) REMOVE LOWER SHOCK MOUNTS FASTENERS.
 - 5) SHOCKS ARE SAVED AND REUSED FOR MANUAL SUSPENSIONS.
 - 6) E-BRAKE CABLES ARE ZIP-TIED TO AXLE.
 - 7) AXLE IS RELOCATED TO WELD FOR MODIFICATION.

1 TORQUE 53-57 FT/LBS

2 TORQUE 7-131 FT/LBS

REAR SUSPENSION REMOVAL INSTRUCTIONS

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
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	DECIMALS: 0.00 ± 0.05	
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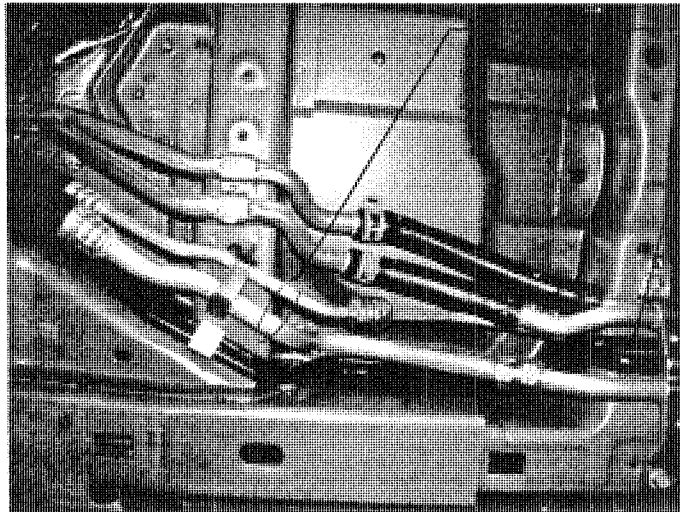
1655B WALL STREET SALINA, KS 67401

TITLE: **BODY LIFT ASM, OEM AMV FRT**

MATERIAL SPEC: **N/A**

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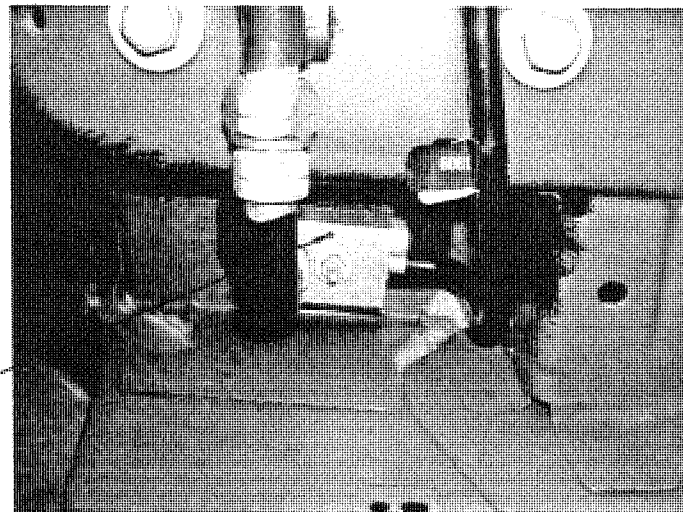
PAGE: **? of 17**



REAR AC LINES

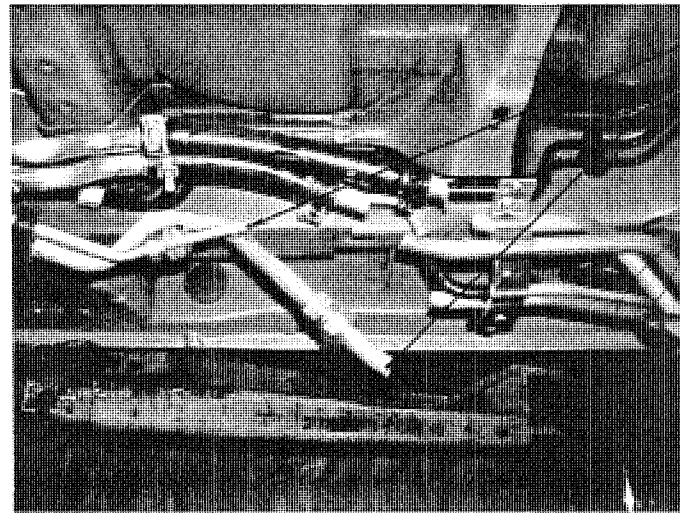
FUEL LINES

AC LINES - VAN FRONT DS



AFTER CUTTING LINE
PLACE AC BLOCK IN
TOTE FOR RE INSTALLATION
COVER OPENING ON VAN
WITH UMHW COVER

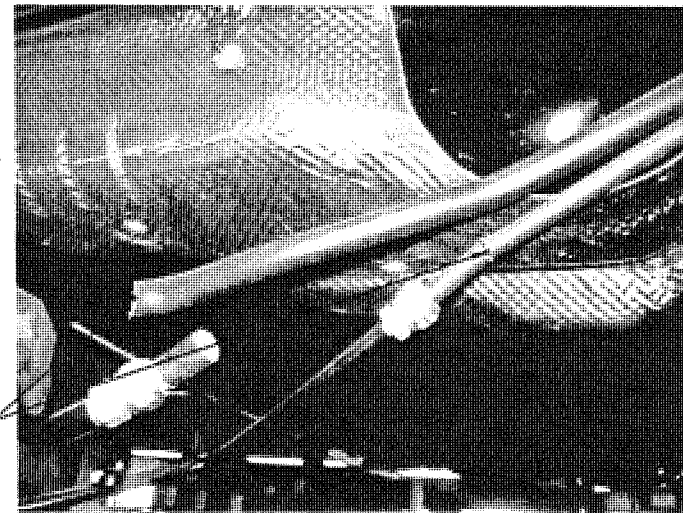
AC LINES - VAN REAR DS



AC FRONT CUT
LOCATIONS

DISCARD SECTION OF PIPES
BETWEEN FRONT AND REAR
CUT LINES

AC LINES - VAN FRONT
AFTER CUT



AC REAR CUT
LOCATIONS

AC LINES - VAN REAR
AFTER CUT

AC LINE REMOVAL INSTRUCTIONS

NOTES:

- 1) ALTHOUGH BROKEN INTO SECTIONS IN THE INSTRUCTIONS, THE REAR HEAT AND A/C LINES ARE DISASSEMBLED TOGETHER. REFERENCE HEATER LINE REMOVAL FOR CUT LOCATIONS.
- 2) REMOVE FASTENERS IN BRACKETS THAT SUPPORT LINES.
- 3) STARTING IN THE REAR, REMOVE AND SEGMENT LINES AS SHOWN, ALLOWING FLUIDS TO DRAIN INTO APPROVED CONTAINERS.
- 4) REMOVE FRONT SECTION OF AC LINES AND CAP CONNECTIONS UNDER HOOD. PLACE LINES IN DUNNAGE BOX.

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
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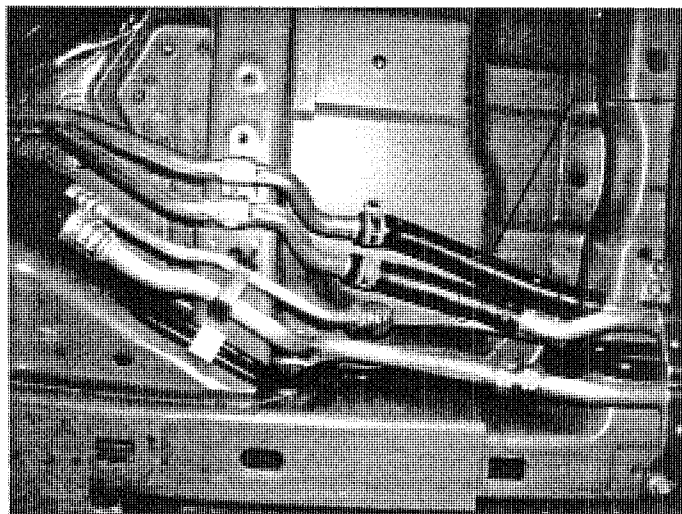
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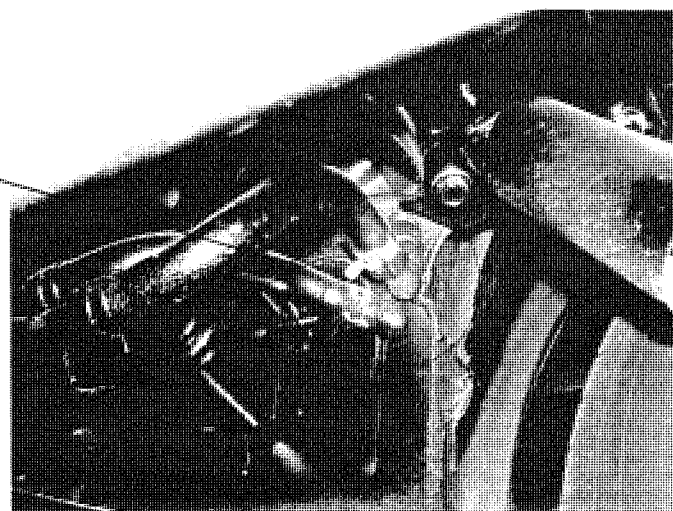
PAGE: **3 of 17**



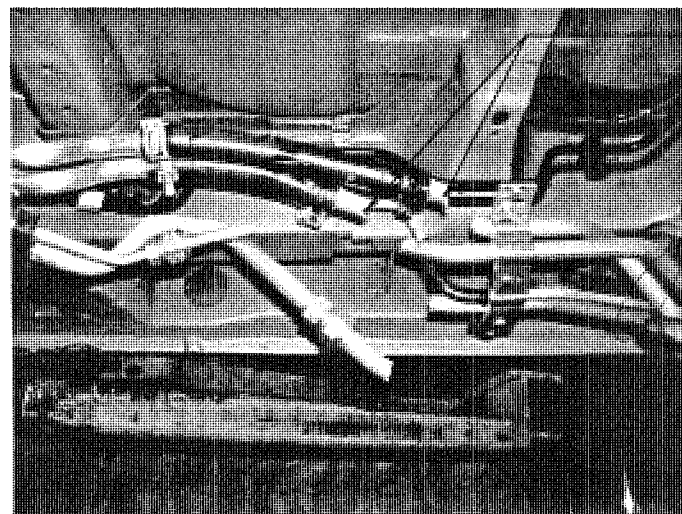
HEATER LINES - VAN FRONT DS

REAR HEAT LINES

DISCONNECT LINES FROM THRU BODY FITTINGS



HEATER LINES - VAN REAR DS UNDERNEATH

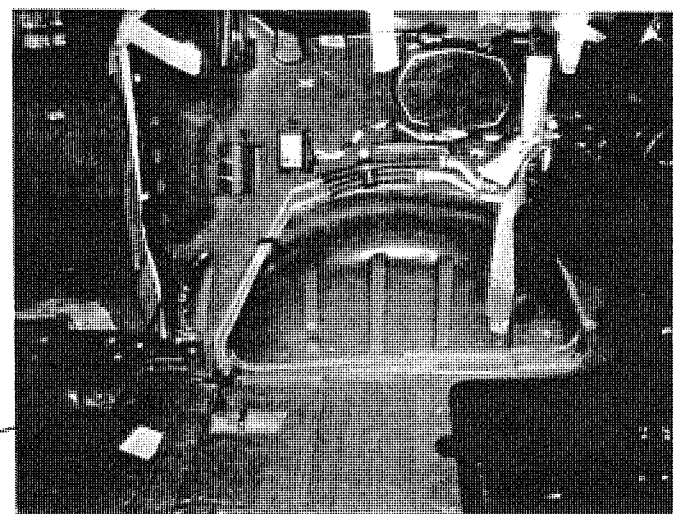


HEATER LINES - VAN FRONT AFTER CUT

HEATER FRONT CUT LOCATIONS

DISCARD SECTION OF PIPES BETWEEN FRONT CUT AND REAR DISCONNECT

PULL LINES THRU FLOOR AND FOLD AT RUBBER HOSE TO PROTECT



HEATER LINES - VAN REAR AFTER CUT

HEATER LINE REMOVAL INSTRUCTIONS

NOTES:

- 1) ALTHOUGH BROKEN INTO SECTIONS IN THE INSTRUCTIONS, THE REAR HEAT AND A/C LINES ARE DISASSEMBLED TOGETHER. REFERENCE HEATER LINE REMOVAL FOR CUT LOCATIONS.
- 2) REMOVE FASTENERS IN BRACKETS THAT SUPPORT LINES.
- 3) STARTING IN THE REAR, REMOVE AND SEGMENT LINES AS SHOWN, ALLOWING FLUIDS TO DRAIN INTO APPROVED CONTAINERS

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SUPERSEDES: NONE	DRAWN: GREEN	CKD:
DO NOT SCALE DRAWING	DATE: 10/05/09	SIZE: A
MARK PART NO. AND REV. ON ALL PARTS	SCALE: 1:1	WGT:
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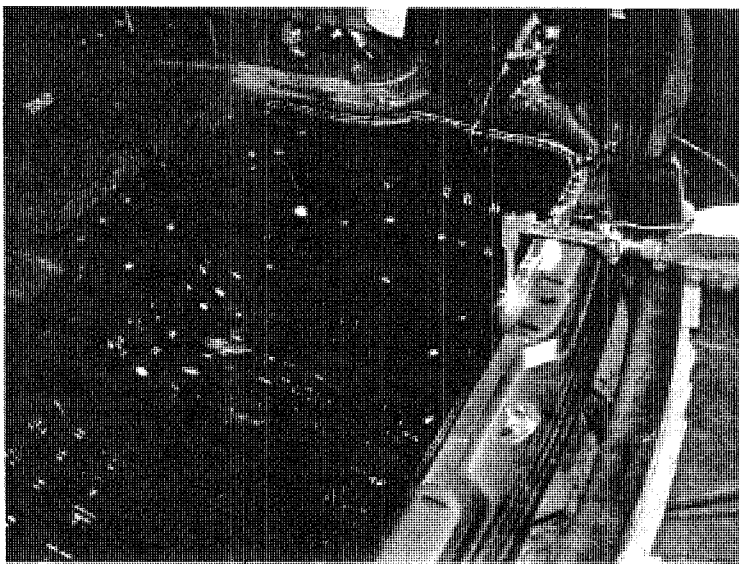
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MATERIAL SPEC: **N/A**

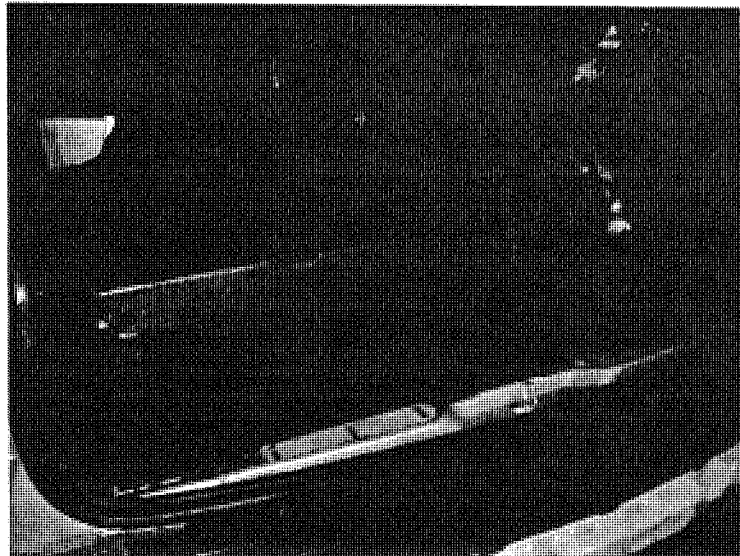
PART NUMBER: **0033517**

PAGE: **4 of 17**

REV. 11/04



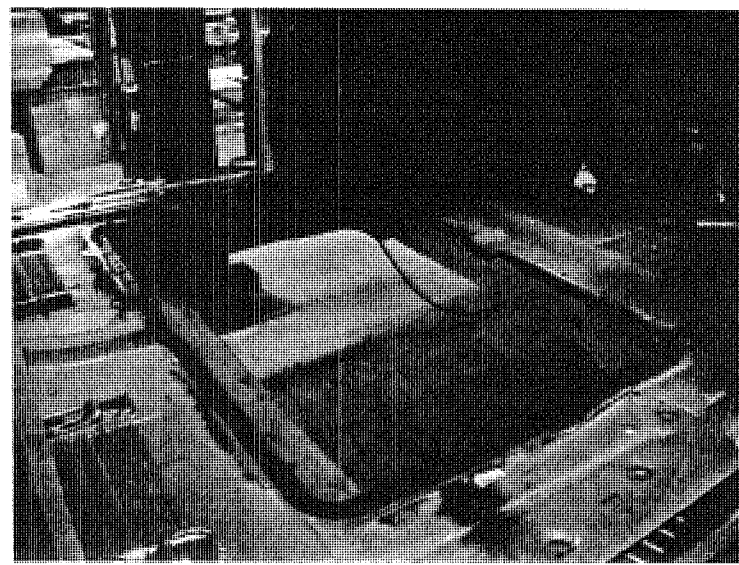
TORCH AROUND PERIMETER TO RELEASE TUB



REAR TUB - REMOVED

REAR TUB

FLOOR JACK - LOCATED UNDER TUB APPLYING PRESSURE



CENTER TUB - REMOVED

CENTER AND REAR TUB REMOVAL INSTRUCTIONS

- NOTES:
 1) USING A FLOOR JACK, APPLY PRESSURE TO BOTTOM SIDE OF TUBS BEFORE HEATING.
 2) HEAT ENTIRE PERIMETER OF TUB TO RELEASE.

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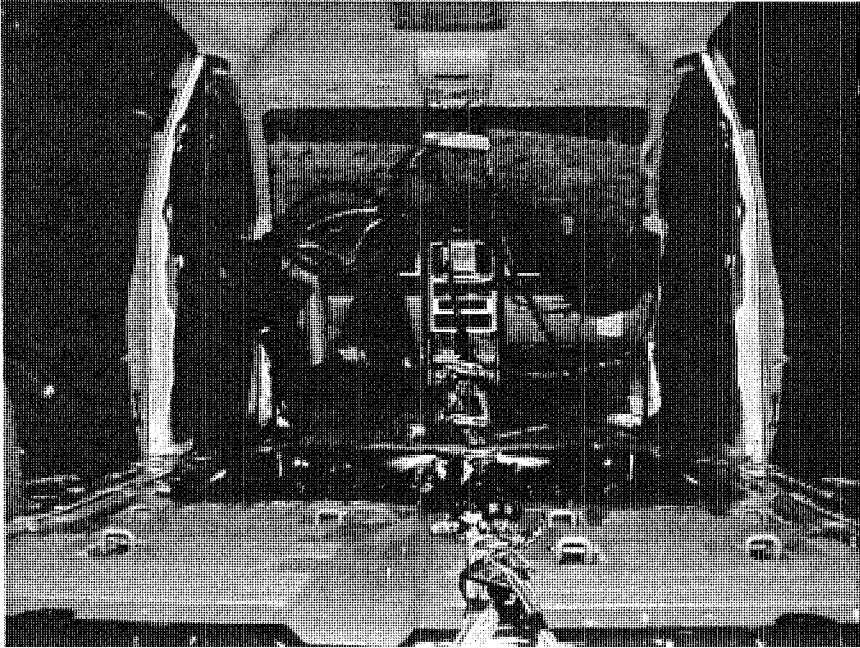
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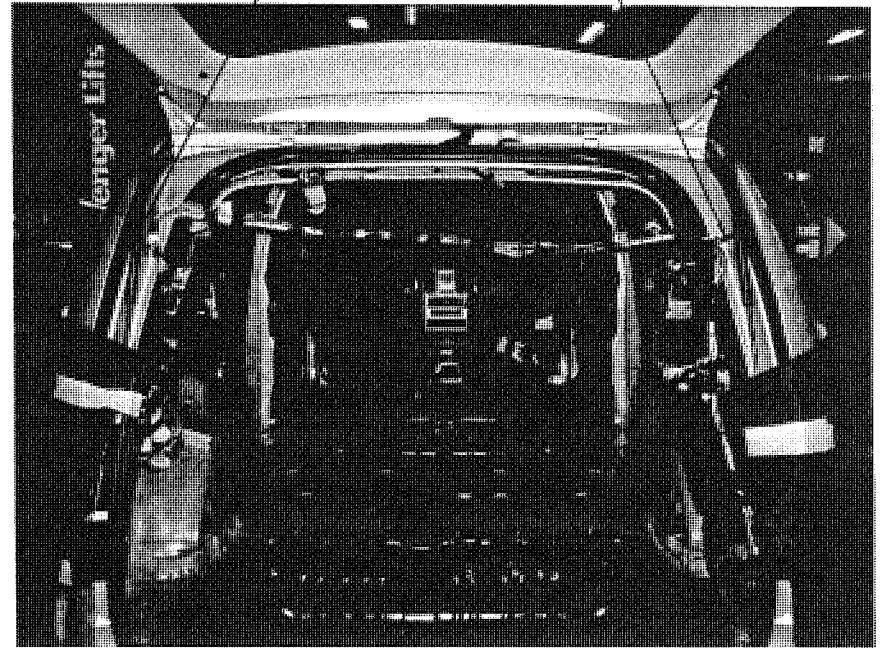
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REV. 11/04



VAN FRONT - HARNESS



WIRE TIE HARNESS
TO MATCH ACTUATORS

VAN REAR - HARNESS

ELECTRICAL PREP INSTRUCTIONS

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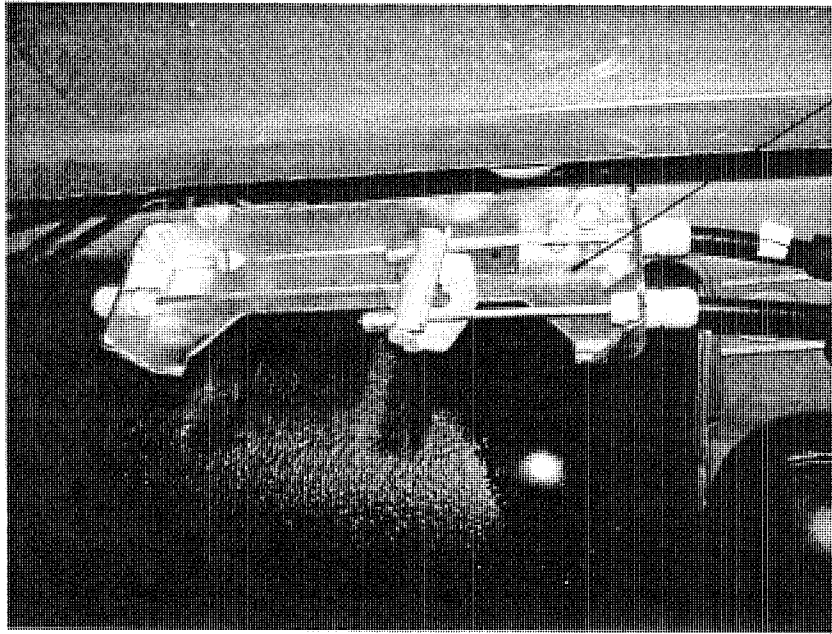
1655B WALL STREET SALINA, KS 67401

TITLE: **BODY LIFT ASM, OEM AMV FRT**

MATERIAL SPEC: **N/A**

PART NUMBER: **0033517**

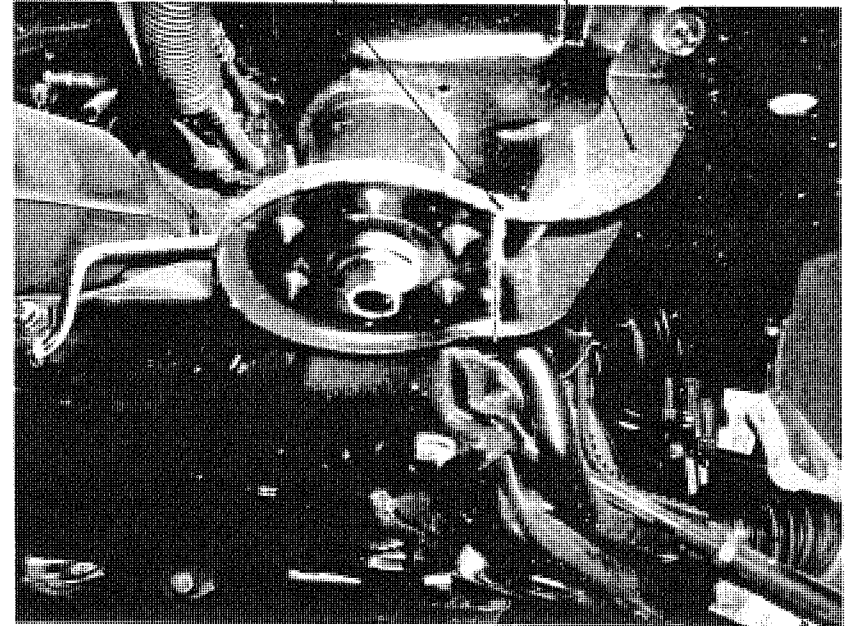
- NOTES:
- 1) HARNESS NEEDS TO BE REMOVED FROM FASTENERS IN FLOOR AND ELEVATED OVERHEAD TO CLEAR FLOOR FOR CUTTING.
 - 2) INSTALL INTERIOR OVERHEAD BLANKET TO PROTECT HEADLINE DURING WELD PROCESS.



E-BRAKE CABLE SPLITTER

E-BRAKE CABLE SPLITTER

DISCARD THIS PIECE
LOWER CRADLE MOUNTS
CUT HERE



PS LOWER CRADLE MOUNT

MISCELLANEOUS INSTRUCTIONS

NEXT ASM: NONE	DRAWING INFORMATION	
SUPERSEDES: NONE	DRAWN: GREEN	CKD:
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TITLE: BODY LIFT ASM, OEM AMV FRT	
MATERIAL SPEC: N/A	PAGE: 7 of 17
PART NUMBER: 0033517	REV. 11/04

- NOTES:
- 1) E-BRAKE SPLITTER REMOVED AND SAVED IN TOTE FOR FUTURE USAGE.
 - 2) REAR LOWER CRADLE MOUNTS ARE MODIFIED AS SHOWN. (TYP. BOTTOM VIEWS)



EIDorado
National - Kansas
Thor Industries Mobility Division



Ameri-van

Accessibility With Style[®]
Chrysler/Dodge Minivan Conversion

OWNER'S MANUAL

0033569-1

U.S and Foreign Patent(s) Pending
Printed in the United States of America

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The *AMERIVAN* must be serviced by an EIDorado National authorized service technician.

This manual contains information about the EIDorado National conversion of the Chrysler/Dodge minivan and its features. It supplements the original vehicle manufacturers Owners Manual.

Refer to the manufacturers Owners Manual for information and instructions regarding non-EIDorado National features.

Customer Name: _____

Installing Dealer: _____

Date Instolled: _____

Serial Number: _____

REVISION RECORD

REVISION	DATE	PAGES	DESCRIPTION OF CHANGE	ECO
0033569-1	10/22/09	ALL	Released for Production	14599

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II. AMERIVAN FEATURES

This chapter overviews the features provided by the ElDorado National conversion of the Chrysler/Dodge minivan. Refer to **Chapter 3** of this manual for operating instructions.

□ POWER FOLDING RAMP

The Amerivan folding ramp provides wheelchair access to the vehicle interior through the side door. It is stored in a folded position inside the vehicle when not in use. This is referred to as the "stowed" position, and is shown in **Figure [2-1]**. To use the ramp, it is unfolded, or "deployed" as shown in **Figure [2-2]**.

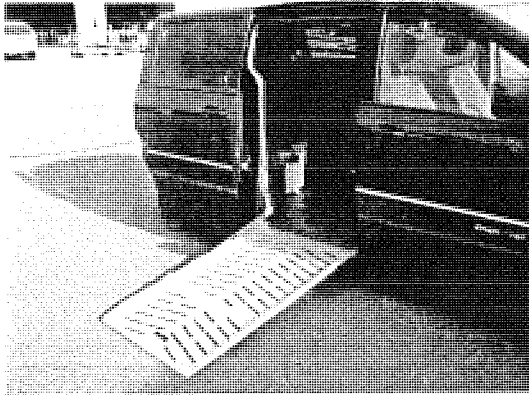


FIGURE [2-2]: FOLDING RAMP DEPLOYED

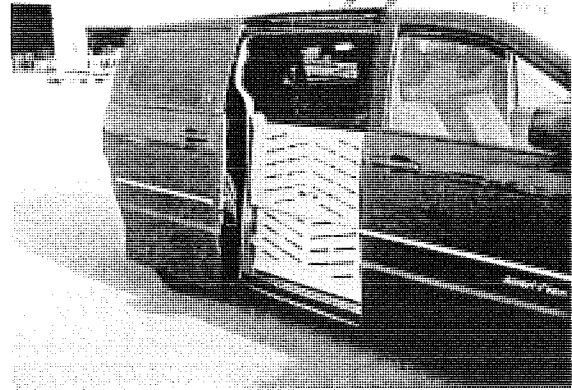


FIGURE [2-1]: FOLDING RAMP STOWED

□ REAR LUGGAGE COMPARTMENT AND SPARE RELEASE

Refer to **Figure [2-3]**. The rear luggage compartment also serves as the access to lowering the spare tire. Remove the ABS cover, use the OEM tire wrench and lower the space saver spare to the ground.

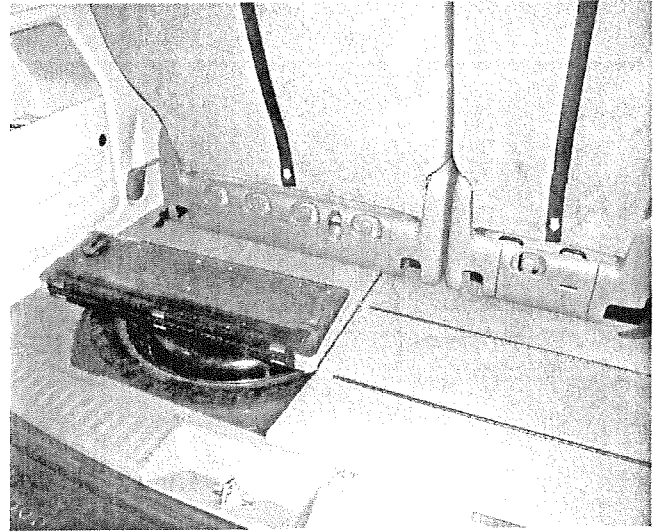
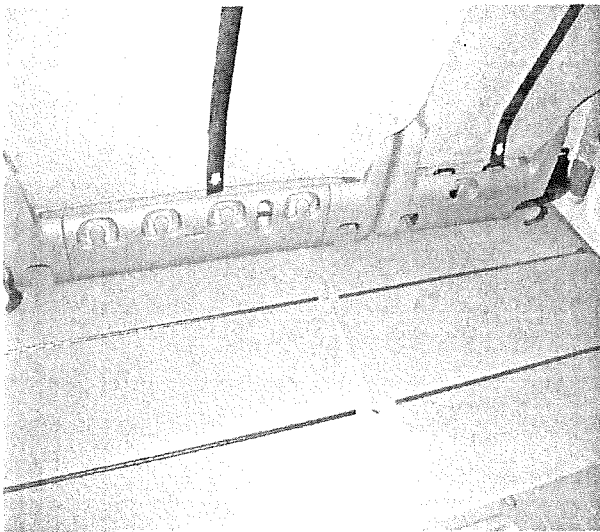


FIGURE [2-3]: REAR LUGGAGE COMPARTMENT/SPARE TIRE ACCESS

Q'STRAIN® WHEELCHAIR & OCCUPANT RESTRAINT SYSTEM

Refer to **Figure [2-4]**. The Amerivan Q'Strain Wheelchair and Occupant Restraint System securely anchor wheelchairs to the floor of the vehicle. Anchoring is a safety feature that prevents inadvertent movement of occupied, or unoccupied, wheelchairs. There are several anchoring strips on the interior floor to provide flexibility in where and how a wheelchair is anchored.

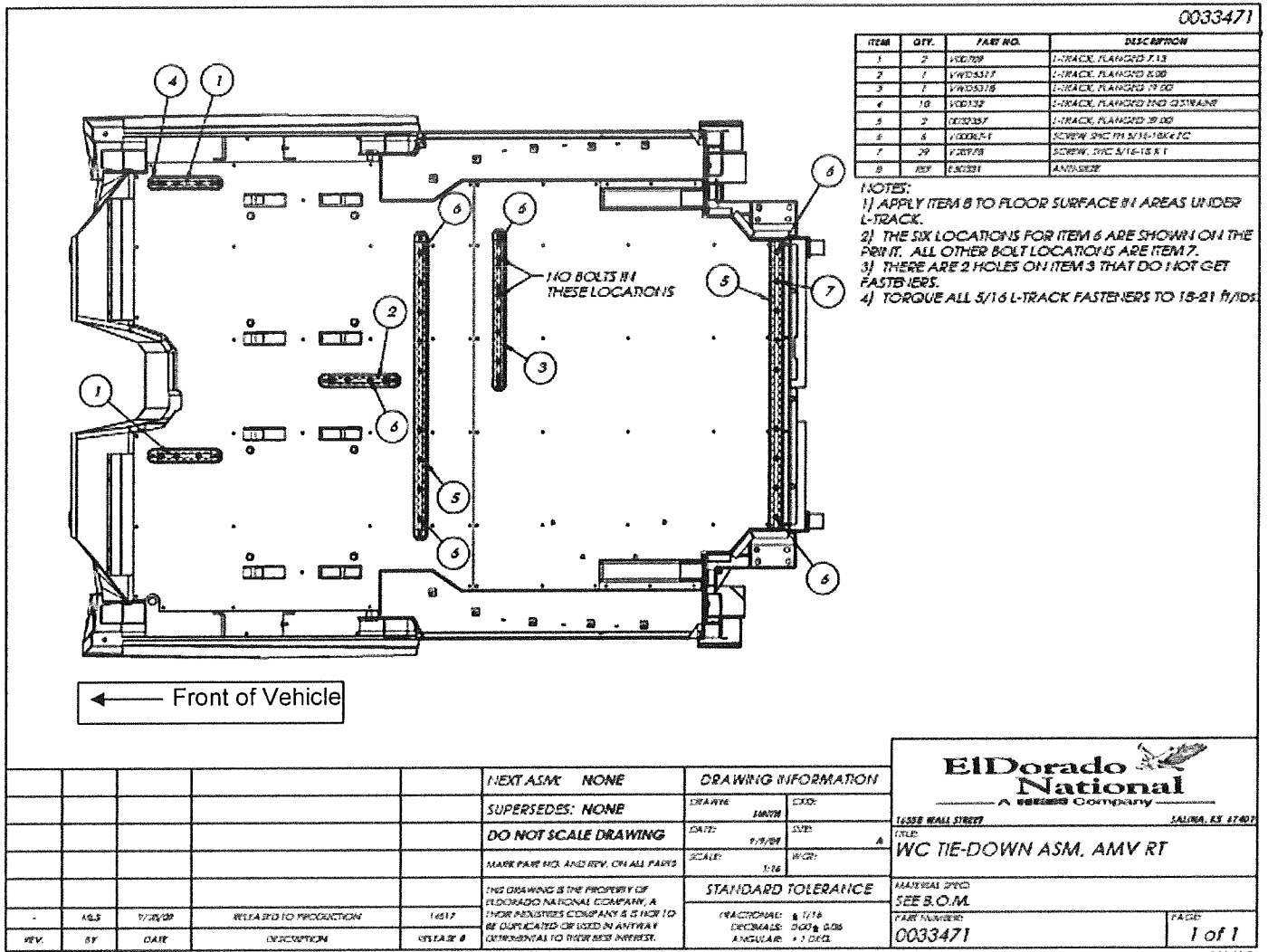


FIGURE [2-4]: Q-STRAIN ANCHOR POINTS

□ REMOVABLE FRONT SEATS (2008)

Refer to **Figure [2-5]** and **[2-7]**. The seat can be unlocked and removed from the vehicle to create an area to secure wheelchairs, or for extra storage space. Turn Ignition Key to off, after disconnecting harness plug if present, step on the release pedal located on the back of seat base while tilting forward on the seat top until the wheels lock in the down position. Tilt seat back onto wheels and remove. **Figure [2-7]**.

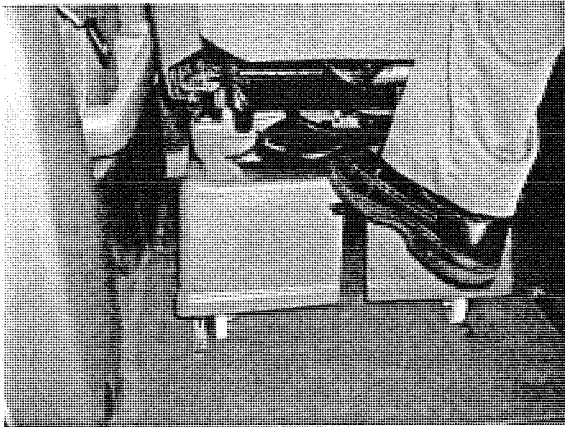


FIGURE [2-5]: REMOVABLE FRONT SEAT "RELEASE"

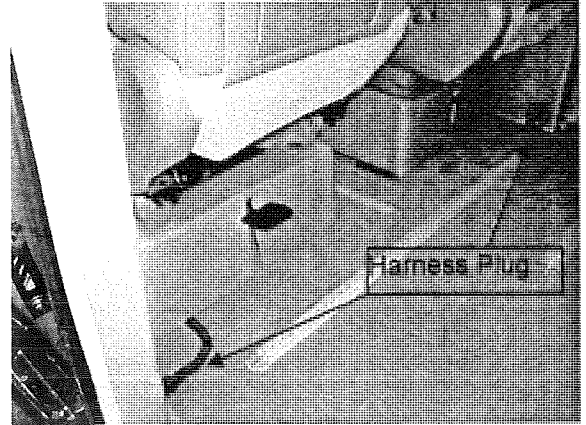


FIGURE [2-6]: FRONT SEAT "LOCKED"

□ REMOVABLE FRONT SEATS

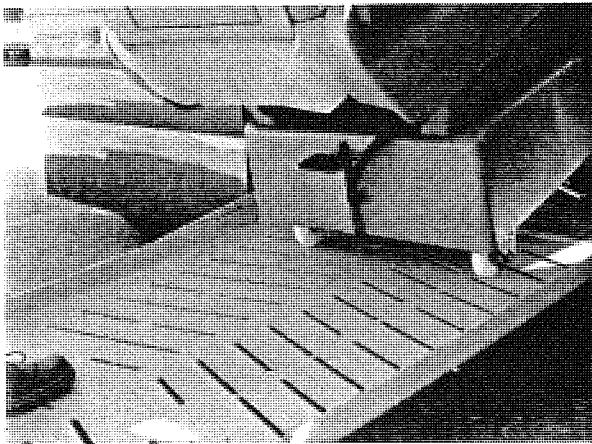


FIGURE [2-7]: REMOVABLE FRONT SEAT "REMOVED"

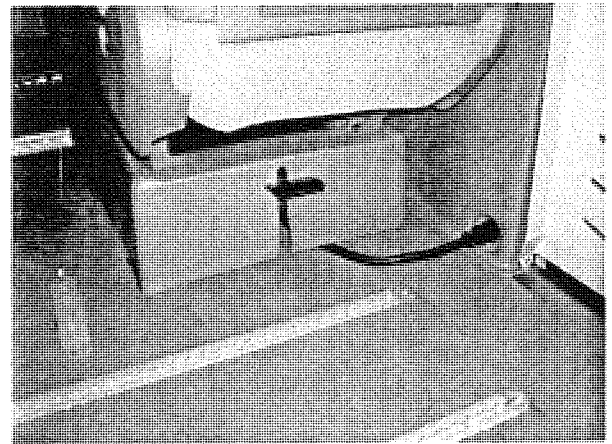


FIGURE [2-8]: FRONT SEAT "LOCKED"

□ POWER OPERATED DOOR

The power sliding door is original equipment, controlled with the original overhead console switch, the "B"-pillar switch, "C" pillar switch, or the remote control. The Amerivan's electrically powered ramp is interfaced with the powered door to prevent unintentional deployment of the ramp when the door is closed. This interface also allows activation of both the door and ramp with a single remote.

□ KNEELING REAR SUSPENSION

Refer to **Figure [2-9]**. Amerivan Classic Retail chassis are equipped with kneeling rear suspension, a system that will automatically kneel, or lower, the **Right** rear of the vehicle when the power ramp is deployed. Lowering the vehicle decreases the ramp angle to provide easier / safer entry and exit. The change of height during kneeling is about 3-4 inches, and the van needs about 3-5 seconds to move this distance. Recovery to the desired ride height is automatically obtained upon stowing the ramp. (Kneeling is an Option on a PT)

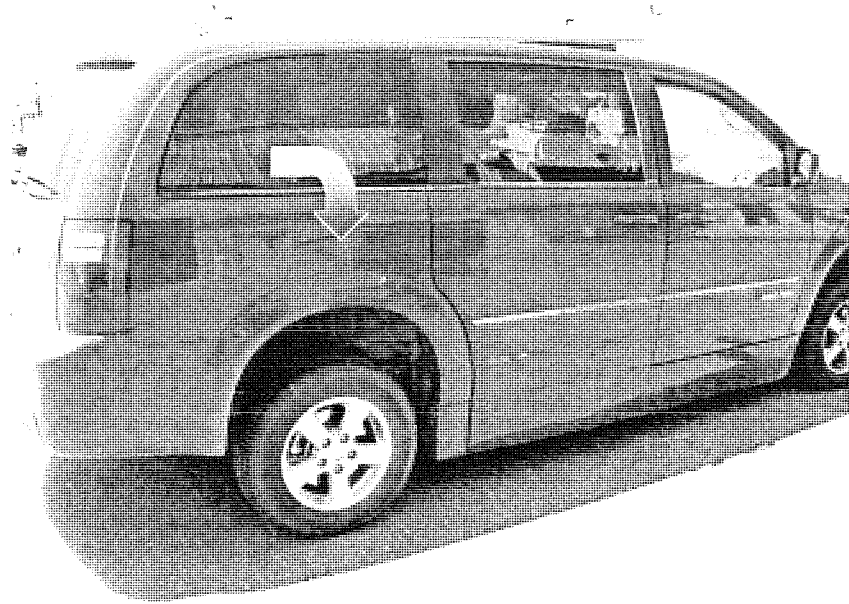


FIGURE [2-9]: REAR OF AMERIVAN KNEELING

NOTE: THE KNEELING FEATURE MAY BE DISABLED BY MEANS OF A SWITCH IN THE DASH.



III. AMERIVAN OPERATING INSTRUCTIONS

This chapter contains safety precautions, daily safety check instructions, control and indicator descriptions and operating instructions for the EIDorado National conversion of the Chrysler/Dodge minivan. This chapter must be thoroughly understood by all operators before attempting to use the vehicle. This chapter is a supplement to the corresponding section of the vehicle manufacturers Owners Manual. For information or instructions regarding non-EIDorado National features, refer to the vehicle manufacturer Owners Manual.

WARNING

THE AMERIVAN COMPONENTS ARE TO BE OPERATED BY THE VEHICLE OPERATOR OR AN ATTENDANT. IT IS THEIR RESPONSIBILITY TO FOLLOW THE SAFETY PRECAUTIONS WHEN OPERATING THESE COMPONENTS.

A. SAFETY PRECAUTIONS

The following safety precautions must be observed at all times:

- The vehicle must be safely parked with the engine turned "OFF" and the parking brake set before using the wheelchair ramp.
- Ramp users must always face **outward** when exiting vehicle and look to be certain that ramp is contacting ground.
- Persons using mobility equipment (e.g., wheelchairs, scooters, etc.) should always enter or exit the vehicle slowly and carefully.
- An authorized EIDorado National Amerivan service technician should inspect unusual noises or movements immediately.
- Inspect the ramp prior to each use. Check for loose nuts and bolts. If any unsafe conditions exist, or unusual noises or movements are noticed, **DO NOT** use the ramp. Return the vehicle to an authorized Amerivan service technician for repair.
- Keep others clear while operating ramp.
- Wheelchair and scooter brakes are less effective when the ramp and/or mobility equipment wheels are wet. Use extreme care in wet conditions.
- The ramp is to be used by one passenger at a time. Do not overload the ramp. Be certain mobility aid equipment fits safely on the ramp before entering or exiting the vehicle.
- Never leave ramp outside of vehicle. Always return ramp to its stowed position after use.
- Do not allow children or others to play with the ramp or other Amerivan components, as this may be dangerous. Close supervision is necessary if the ramp is used by or near children.
- Do not place arms or legs in or near any folding parts of the ramp or other components.
- Do not operate ramp when vehicle is parked on a slope, as this will create an unsafe condition.
- Secure the wheelchair passenger with the Q'Straint[®] Wheelchair & Occupant Restraint System by following the provided instructions.

Be sure you understand each of these safety precautions. Review them periodically and ask any attendants or other users that operate ramp to read them as well. If you have any questions, contact the EIDorado National Product Support Department.

B. DAILY SAFETY CHECK

Inspect the Amerivan prior to each use and check that the following conditions are met before operating:

- All functions operate properly. **DO NOT** use ramp if there are unusual noises or movements.
- General appearance and lubrication are proper.
- All fasteners are tight.

C. AMERIVAN CONTROLS

1. POWER SLIDING DOOR AND POWER RAMP CONTROL SWITCHES

Refer to **Figures [3-1]** and **[3-2]**. The Amerivan power ramp is operated with the (2) original B pillar power sliding door switches, the Two C pillar switches, and the Center Stack Switch. The ENC Power Door Add will have a Center Stack Switch & (2) C pillar switches. The switches on the overhead console and window pillar are rocker type switches and the remote control switch is a push button type.

Pressing the switch repeatedly activates some of the functions that are controlled with these switches. When this is required, it is necessary to pause about one second between presses.

Also included on the overhead console is a lockout switch that disables the power sliding door switches at the "B" Pillar. The Ramp and Kneeling disable switch is located LH of the steering column on dash.

Before reading the section that describes use of the optional power-folding ramp for the Amerivan you should become familiar with the "Switchbanks" section in the factory owners manual.

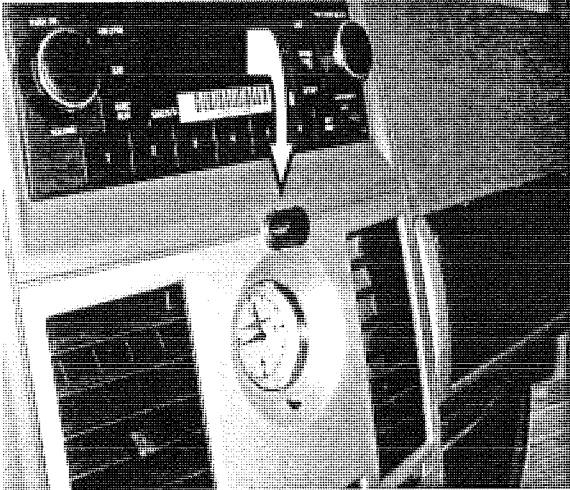


FIGURE [3-1]: CENTER STACK SWITCH



**FIGURE [3-2]: PASSENGER DOOR SWITCH
"B" PILLAR**

2. ELECTRICAL CIRCUIT BREAKER AND FUSES

Refer to **Figures [3-3]** and **[3-4]**. A circuit breaker and fuses protect the components and wiring installed by Eldorado National. The circuit breaker is located in the engine compartment, on the drivers' side in front of the battery. The ENC fuse block is located under the center console just below the air ducts.

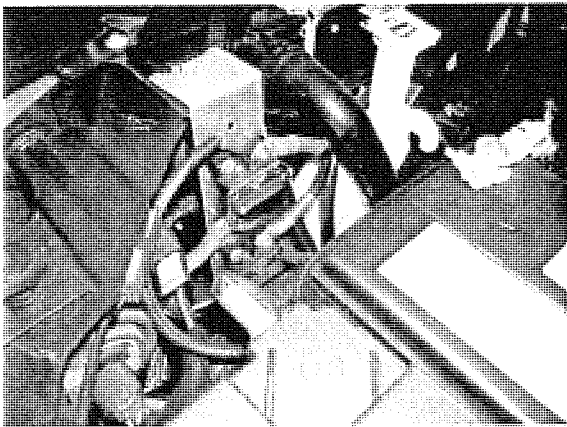
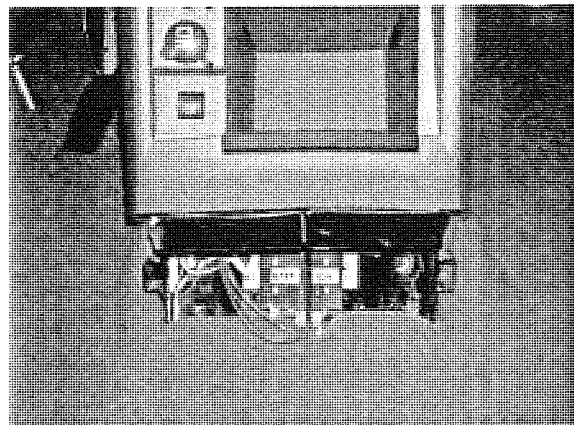


FIGURE [3-3]: CIRCUIT BREAKER



**FIGURE [3-4]: ELDORADO NATIONAL
INSTALLED FUSE BLOCK**

POWER OPERATED DOOR

The power sliding door is original equipment, controlled with the original overhead console switch, the "B"-pillar switch, "C" pillar switch, or the remote control. The Amerivan's electrically powered ramp is interfaced with the powered door to prevent unintentional deployment of the ramp when the door is closed. This interface also allows activation of both the door and ramp with a single remote.

3. REMOTE CONTROL TRANSMITTER / IGNITION KEY

Refer to **Figure [3-5]**. The original factory hand-held remote control transmitter was used to open and close the power sliding door, in addition to other functions. The designated power door buttons are now used to control the power door plus the power ramp and vehicle kneeling. You should become familiar with the "Keyless Entry System" section in the factory owner's manual before reading the section here that describes use of the remote control for the Amerivan. (**Two Presses as noted on the Remote**, will Open the sliding Doors & Deploy the Ramp) After ramp has deployed, **Two presses** then will stow the ramp and close the door.

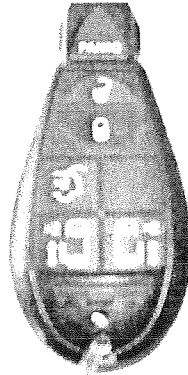


FIGURE [3-5]: TRANSMITTER

D. AMERIVAN OPERATION



WARNING

- IMPROPER USE OF THE AMERIVAN CAN RESULT IN PERSONAL INJURY. USERS MUST READ AND FOLLOW THE OPERATING INSTRUCTIONS IN THIS OWNERS MANUAL. ADDITIONAL COPIES OF THIS OWNERS MANUAL ARE AVAILABLE FROM:

ELDORADO NATIONAL
1655 WALL STREET
SALINA, KS 67401
(800)955-9086 OR FAX:(785) 827-3017

- PRIOR TO USE, INSPECT RAMP AND OTHER AMERIVAN COMPONENTS FOR PROPER FUNCTION, REQUIRED MAINTENANCE OR DAMAGE. IF A PROBLEM EXISTS, DO NOT USE RAMP AND RETURN VEHICLE TO AN AUTHORIZED SERVICE TECHNICIAN FOR REPAIR.
- DO NOT EXCEED RAMP RATED LOAD CAPACITY OF 750 LBS (341 KG).
- THE RAMP IS INTENDED FOR USE BY PERSONS ON MOBILITY AID EQUIPMENT (I.E., WHEELCHAIRS, SCOOTERS, WALKERS, ETC).

ELDORADO NATIONAL **DISCLAIMS LIABILITY** FOR DAMAGE OR PERSONAL INJURY RESULTING FROM MODIFICATION OF THE RAMP, OR OTHER AMERIVAN COMPONENTS, LACK OF MAINTENANCE OR REPAIR, NEGLIGENCE, ABUSE OR FAILURE TO FOLLOW THE RAMP OPERATING INSTRUCTIONS.

- ◇ Before operating ramp, be certain the vehicle is safely parked on level ground away from traffic. Provide enough space for ramp movement and the entering/exiting of passengers. Be certain there are no obstructions within three feet of the ramp that may interfere with its operation.
- ◇ Be certain that the parking brake is properly set before operating.
- ◇ When opening or closing the vehicle sliding door be certain that it is fully open or closed. Be certain that there are no obstacles in the path of ramp movement.

1. POWER SLIDING DOOR

The powered sliding door is operated in the same manner as it was before the Amerivan conversion. Refer to the "Power Sliding Door" section in the factory Owners Manual for operating details and cautions. The three power door control buttons are also used to control ramp deployment and vehicle kneeling.

WARNING

BEFORE DRIVING THE VEHICLE, VERIFY THAT THE RAMP IS FULLY STOWED AND THE POWER SLIDING DOOR IS COMPLETELY CLOSED. DO NOT SHIFT THE TRANSMISSION OUT OF PARK UNTIL THE RAMP IS STOWED AND THE DOOR IS CLOSED.

The power sliding door may not operate properly if any of the following conditions exist:

- Low or dead battery.
- Battery disconnected/Stow Switch not made.
- The IGN 1, B/U LAMP, RADIO, or PWR SEAT/PSD fuses are missing or open.
- The power sliding door was moved manually.

When any of the above conditions occur, correct the cause and then reset the power sliding door by manually shutting the door completely. This resets the door.

2. POWER FOLDING RAMP

- The Power-folding ramp is deployed by momentarily pressing one of the three power sliding door control switches. These switches are located on the overhead console, on the window pillar adjacent to the passenger seat, on the remote control, and the "C" pillar on the drivers side. (Standard in Classic).
- The control switch on the overhead console is supplemented with an additional override switch that inhibits the two power sliding door control switches on the B-pillar. This override switch inhibits not only the powered sliding door, but also the powered folding ramp. This override switch is the farthest on the right. Push this switch until it latches to prevent use of the above mentioned control switches.
- The ramp can be stopped during its motion by again pressing the button used to deploy it. If this is done you will have to wait five seconds before continuing. When you push the button to continue, the ramp will stow and the door will close. It is only after the door has closed that you may then attempt to open it again and deploy the ramp.

WARNING

BEFORE DRIVING THE VEHICLE, VERIFY THAT THE RAMP IS FULLY STOWED AND THE POWER SLIDING DOOR IS COMPLETELY CLOSED. DO NOT ATTEMPT TO SHIFT THE TRANSMISSION OUT OF PARK UNTIL THE RAMP IS STOWED AND THE DOOR IS CLOSED.

a. To Deploy Power Ramp:

- 1) Stop vehicle in a level area and shift transmission to Park (P).
- 2) Check if doors are unlocked and override switch in overhead console is off (out).
- 3) Momentarily press any of the three power sliding door control switches **once** (two presses on remote to open the door & deploy the ramp). This will open the door, deploy the ramp and "kneel" the vehicle.
- 4) Make sure ramp user SLOWLY and CAREFULLY enters or exits vehicle.

b. To Deploy Power Ramp When Sliding Door is Already Open:

- 1) Press any of the three power sliding door control switches **once** (**twice** on remote). This will deploy the ramp and "kneel" the vehicle.

c. To Stow Power Ramp:

- 1) Make sure ramp user SLOWLY and CAREFULLY enters or exits vehicle.
- 2) Check if doors are unlocked and override switch in overhead console is OFF (out).
- 3) Push any of the three power sliding door control switches **once** (twice on remote). This will stow the ramp, close the door and raise the vehicle back to correct ride height.

3. REMOVABLE FRONT SEATS

The removable front seats can be unlocked and removed from the vehicle as needed. Turn ignition Key to Off. After disconnecting the harness plug, step on the pedal while tilting forward on the seat top until wheels are locked in the down position. Tilt seat back onto wheels and remove. **Figure [3-6]** shows a seat in the **LOCKED** position, **Figure [3-7]** shows the seat released in the **UNLOCKED** position ready for exiting the van, the wheels are visible beneath the base.

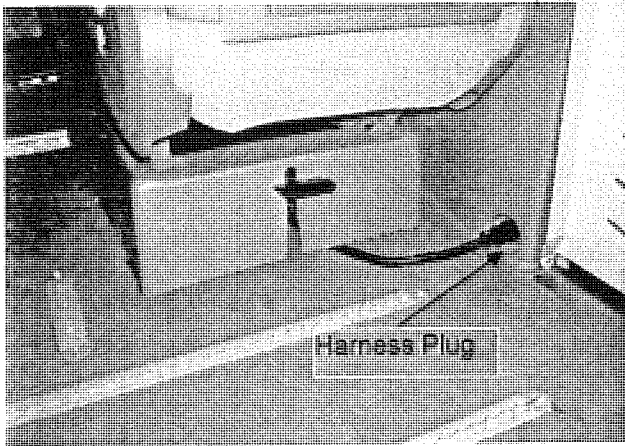


FIGURE [3-6]: LOCKED

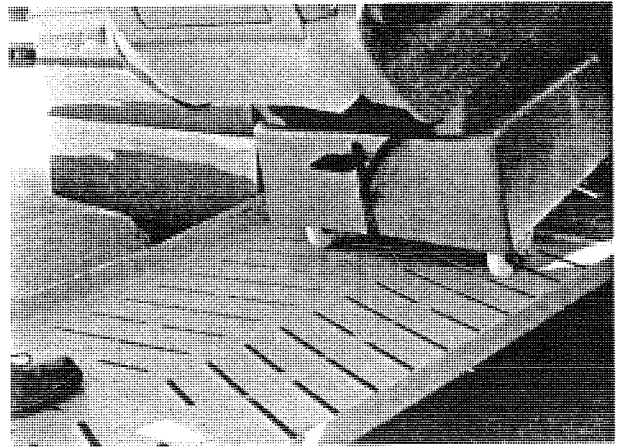


FIGURE [3-7]: UNLOCKED

 **WARNING**

THE SEATS ARE LARGE AND HEAVY; DO NOT USE YOUR BACK TO LIFT THE WEIGHT WHEN REMOVING AND INSTALLING. BEND YOUR KNEES AND KEEP YOUR BACK UPRIGHT WHEN LIFTING.

a. To Remove Front Seat: Turn Ignition Key to Off

- 1) Disconnect seat harness plug from wall if present.
- 2) Step down firmly on the pedal, and then tilt the seat top forward.
- 3) The two Wheels lock down into the mobile position.
- 3) Tilt seat back onto wheels and remove. (Ref. p.2-3)

 **WARNING**

BE CERTAIN SEAT IS PROPERLY SECURED DURING OPERATING CONDITIONS. UNDER NO CIRCUMSTANCES MAY VEHICLE BE PUT IN MOTION WITHOUT SEAT LOCKED, WHETHER SEAT IS OCCUPIED OR NOT.

b. To Install Front Seat:

- 1) Align seat in front and above rear bars.
- 2) Slide front hooks into the front floor pockets and into the front bars.
- 3) Pull seat down firmly onto rear bars to lock.
- 4) Verify locked position, a secured seat will not move upward.
- 5) Reconnect plug to wall if present

4. FOLDAWAY MIDDLE SEAT

The optional foldaway middle seat can be folded up against the interior wall to provide space to anchor a wheelchair.

a. To Fold and Secure Middle Seat:

- 1) Refer to **Figure [3-8]**. Pivot armrest up, hold seat release latch to front and tilt the seat-back forward.
- 2) Refer to **Figure [3-9]**. Push the "UP" release lever (shown) upward to allow seat to be tilted up.
- 3) Refer to **Figure [3-10]**. After the seat latches in the upright position, turn the lock lever clockwise to lock seat in place.
- 4) Check seat security by shaking it.

b. To Unfold Middle Seat

- 1) Refer to **Figure [3-10]**. Pivot lock lever counter-clockwise to unlock seat. Push seat "DOWN" release lever towards seat to release seat from upright position; seat may need to be pushed towards wall before lever can be released.
- 2) Tilt seat down to floor. Seat will latch in this position.
- 3) Be certain seat is secure by attempting to lift it up.
- 3) Tilt seatback up and latch it in upright position. Pivot armrest down.

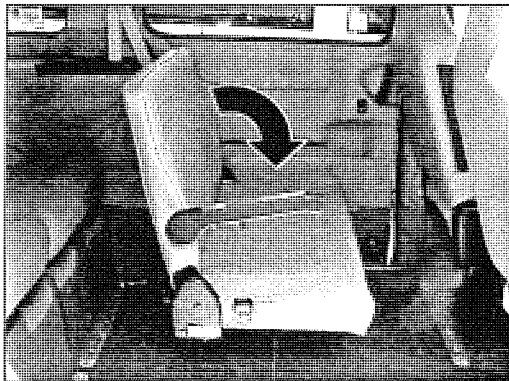


FIGURE [3-8]: FOLD SEAT BACK DOWN

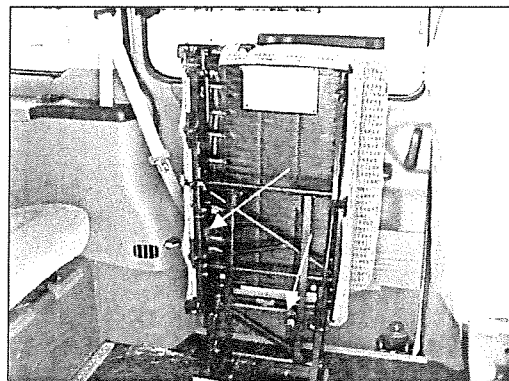


FIGURE [3-10]: SEAT LOCK AND SEAT RELEASE

IV. AMERIVAN MAINTENANCE

This chapter contains maintenance information for the Eldorado National conversion of the Dodge / Chrysler minivan. The information consists of a panel cutting precaution, maintenance schedule, programmable controller overview, electrical diagram, fuse locations, modifications to factory systems, and a diagnostic chart. This chapter supplements the related sections of the vehicle manufacturer Owners Manual. Refer to the manufacturer Owners or Service Manuals for information or instructions regarding non-Eldorado National features.

 WARNING
<p>THIS ELDORADO NATIONAL PRODUCT IS HIGHLY SPECIALIZED. ONLY AUTHORIZED ELDORADO NATIONAL SERVICE TECHNICIANS USING ELDORADO NATIONAL REPLACEMENT PARTS MAY PERFORM MAINTENANCE AND REPAIRS. REPAIRS MUST BE MADE USING ELDORADO NATIONAL REPLACEMENT PARTS. MODIFYING OR FAILING TO PROPERLY MAINTAIN THIS PRODUCT MAY RESULT IN UNSAFE OPERATING CONDITIONS AND WILL VOID WARRANTY.</p>

A. FLOOR PANEL CUTTING PRECAUTION

Refer to Figure [4-1]. Electrical harnesses are routed beneath the floor in the areas shown. Do not cut or drill into these areas.

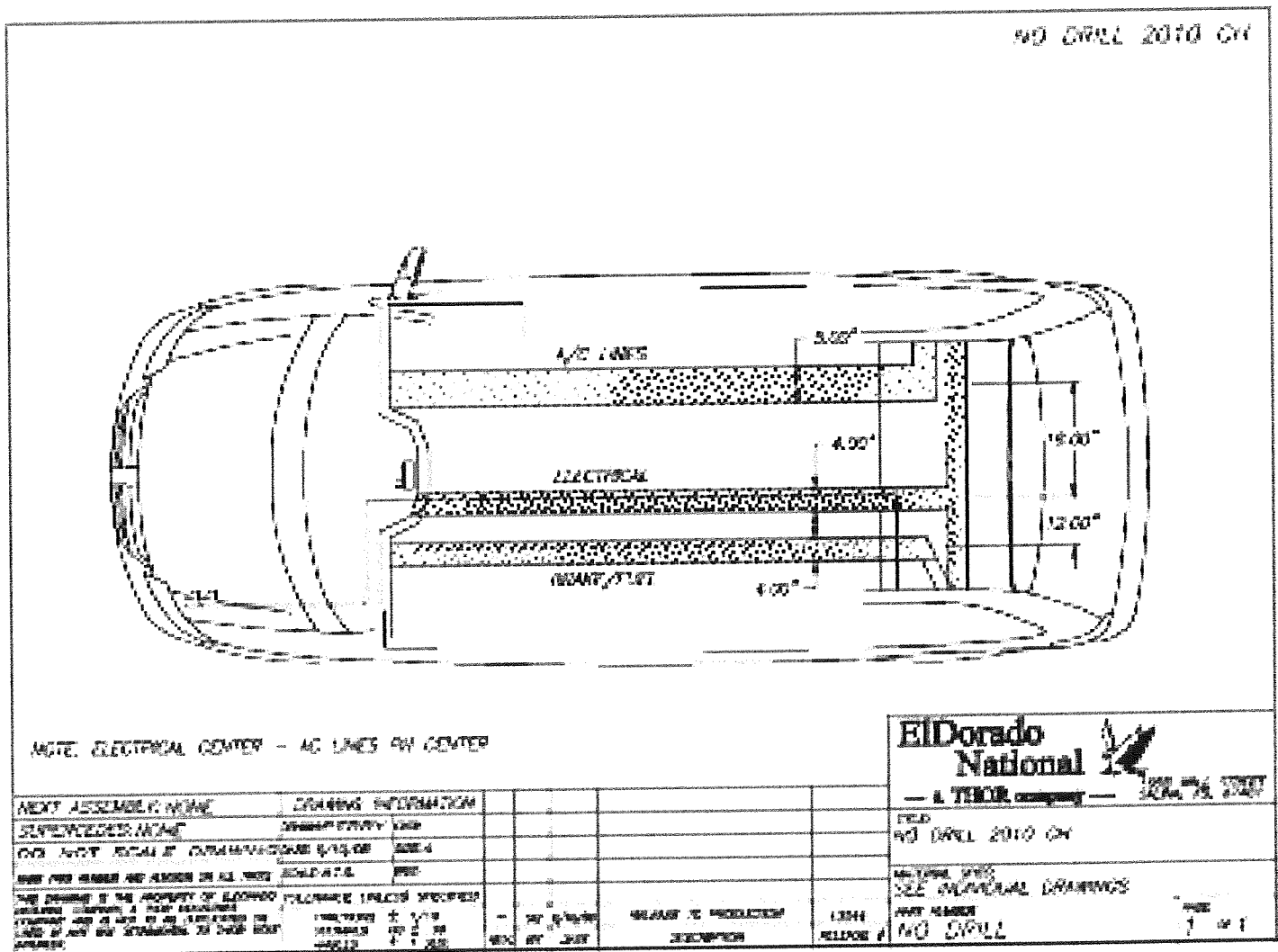


FIGURE [4-1]: FLOOR CUTTING PRECAUTION

B. MAINTENANCE SCHEDULE

Routine maintenance of the EIDorado National *Amerivan* will provide optimum performance while reducing the need for repairs. During the EIDorado National warranty period, maintenance inspections according to **Table [4-1]**. Should be completed by an authorized ENC Technician. After the warranty period expires, it is recommended that an authorized EIDorado National service technician periodically inspect the unit for functionality. Service should be increased under conditions of heavy or excessive use (more than 10 ramp cycles per day).

TABLE [4-1]: MAINTENANCE SCHEDULE	
SERVICE POINT	DESCRIPTION
PERIODICALLY CHECK	
Removable Passenger Seat	Be certain that removable driver/passenger seat base is properly locked in position.
Foldaway Middle Seat	Be certain that folding seat is locked firmly in position (either folded or unfolded).
MONTHLY SAFETY CHECK	
Sliding Door	Vacuum or blow out foreign particles and lightly lubricate contact surfaces.
Folding Ramp	Clean, lightly lubricate with a silicone based lubricant at pivot points, check ramp motor bolts & nuts, and tighten if loose adding lock tight to threads.
SIX-MONTH SAFETY CHECK	
Removable Passenger Seat	Verify that locking mechanism on removable passenger seat operates properly by removing and reinstalling seat.
Electrical Connections (under hood)	Be certain that circuit breaker connections are free of corrosion; clean and apply protective coating as required.
ANNUAL SAFETY CHECK	
Under Carriage	Be certain undercoating is intact. Re-coat areas as required. Note: The rust inhibiting coating should provide years of trouble free service. However, severe conditions (frequent use on unimproved or heavily salted road surfaces, etc) may cause premature corrosion. Any area where undercoating is bulging due to flaky rust should be cleaned using a wire brush, treated with primer and re-coated.
Hoses and fittings	Be certain that all fuel lines are intact and not damaged. Be certain that fuel fill hoses are free of cracking and damage.
END OF TABLE	

C. PROGRAMMABLE CONTROLLER

Refer to **Figure [4-2]** through **Figure [4-4]**. The **Amerivan** Programmable Controller interfaces with the Original Equipment Manufacturer (factory) Remote Control, the ramp, the self-leveling suspension, and the Power Sliding Door. The controller is located on the LH rear side in the jack storage compartment, behind the ABS access panel.

To by-pass the ENC controller, ENC provides toggle switch located behind the gray plug, mounted on the controller mount bracket. (Note Arrow)

The controller software is accessed with a computer, either directly or via a modem. The software can be upgraded to provide additional options. In addition, the controller can be accessed for diagnoses. The circuit board is buffered for protection against low voltage, high voltage, reversed polarity and electrical interference.

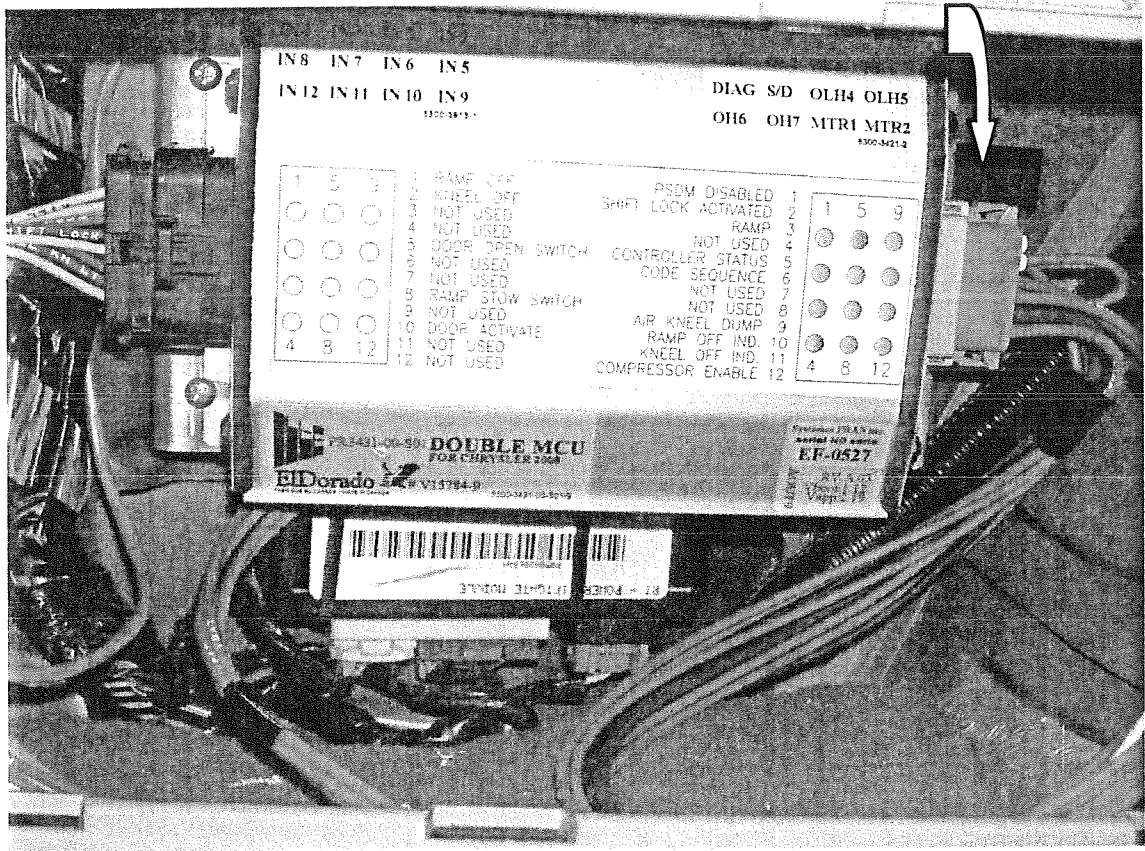
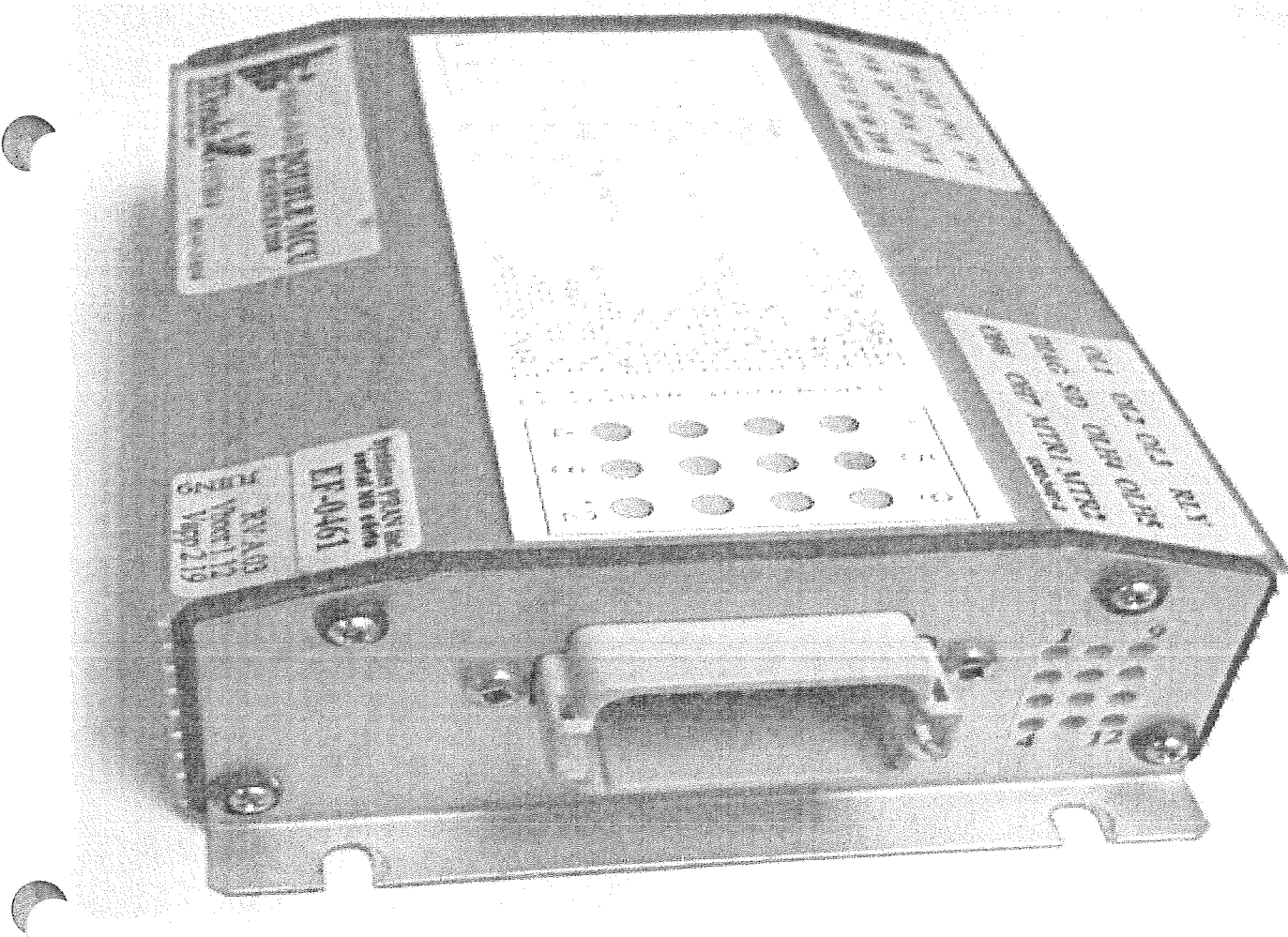


FIGURE [4-2]: ELDORADO NATIONAL CONTROLLER MODULE BYPASS SWITCH LOCATION BEHIND GRAY PLUG



INPUTS

1	5	9
RAMP OFF SWITCH	DOOR OPEN SWITCH	NOT USED
KNEEL OFF SWITCH	NOT USED	DOOR ACTIVATE
NOT USED	NOT USED	NOT USED
NOT USED	RAMP STOW SWITCH	NOT USED
4	8	12

BLACK PLUG

OUTPUTS

1	5	9
PSDM DISABLED	CONTROLLER STATUS	AIR KNEEL DUMP
SHIFT LOCK ACTIVATED	CODE SEQUENCE	RAMP OFF INDICATOR
RAMP	NOT USED	KNEEL OFF INDICATOR
NOT USED	NOT USED	COMPRESSOR ENABLE
4	8	12

GREY PLUG

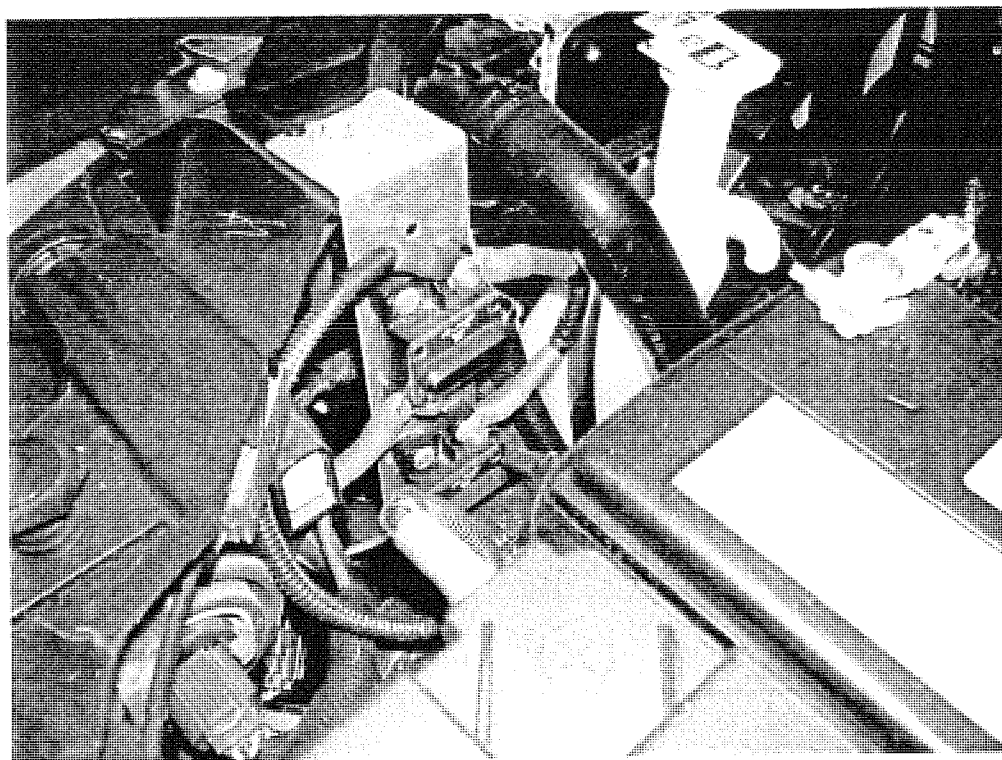
D. ELDORADO NATIONAL INSTALLED CIRCUIT BREAKERS AND FUSES

For descriptions of additional circuit breakers and fuses installed in the Eldorado National *Amerivan*, refer to Figures [4-5] and [4-6] and Table [4-2].

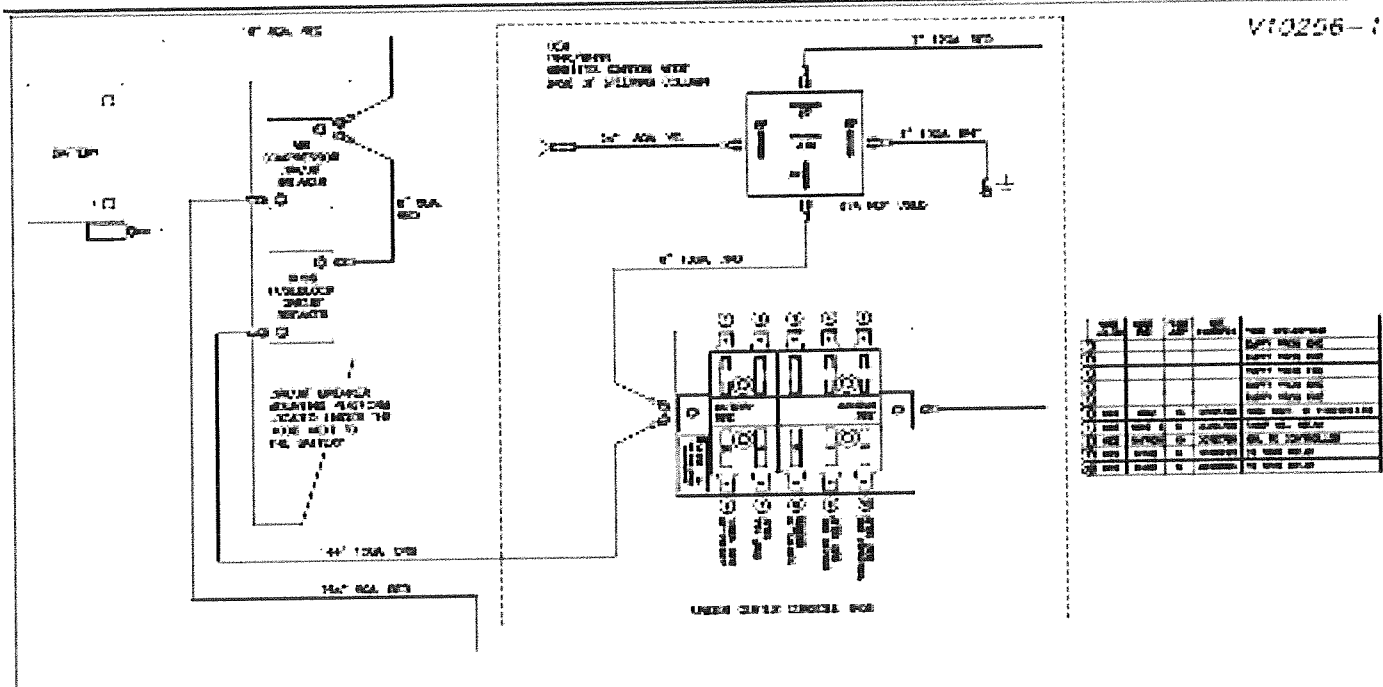


CAUTION

Replace fuses and circuit breakers with parts of the same rating. Never replace with parts rated higher in amperage.



**FIGURE [4-5]: MAIN CIRCUIT BREAKER
(VANS WITHOUT AIR SUSPENSION WILL HAVE ONE CB)
(ALL OTHER VANS WILL HAVE TWO)**



NOTE:
1. LAYOUT AND SCHEMATIC FOR 2008 CHRYSLER PT ONLY.



REV	DATE	DESCRIPTION	BY	CHKD
1	02/20/08	ADD FUSE BLOCK DESCRIPTION	WJW	WJW
2	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
3	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
4	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
5	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
6	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
7	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
8	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
9	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW
10	02/20/08	ADD FUSE RATING INFORMATION	WJW	WJW

FIGURE [4-6]: ELDORADO NATIONAL FUSE BLOCK LAYOUT

TABLE [4-2]: FUSE BLOCK FUSES

FUSE	RATING	CIRCUIT	FUSE	RATING	CIRCUIT
F1	-	Not Used	F6	5a	Drivers Seat
F2	-	Not Used	F7	5a	Passengers Seat
F3	-	Not Used	F8	10a	Ignition Controller
F4	-	Not Used	F9	15a	Dual Feed Controller
F5	-	Not Used	F10	10a	Single Feed Controller

END OF TABLE

E. ELDORADO NATIONAL MODIFICATIONS TO OEM SYSTEMS

Although ELDorado National has made extensive modifications to the factory vehicle chassis, we have minimized alterations to original vehicle functions and systems. Most factory parts are undisturbed, but it has been necessary to relocate or modify factory parts to allow for the chassis modifications. Most of these modifications are minimal and easily detected. However, some important modifications are discussed in this section.



WARNING

BEFORE DRIVING THE VEHICLE, VERIFY THAT THE RAMP IS FULLY STOWED AND THE POWER SLIDING DOOR IS COMPLETELY CLOSED. DO NOT SHIFT THE TRANSMISSION OUT OF PARK UNTIL THE RAMP IS STOWED AND THE DOOR IS CLOSED. *AMERIVANS THAT ARE EQUIPPED WITH POWER RAMPS HAVE AN INTERLOCK INSTALLED THAT WILL PREVENT THE VEHICLE FROM BEING SHIFTED OUT OF PARK WITH THE RAMP DEPLOYED.*

1. RESETTING THE OEM POWER SLIDING DOOR

The power sliding door will not operate properly if any of the following conditions are present:

- Low or dead battery.
- Battery disconnected/Stow switch not made.
- The IGN 1, B/U LAMP, RADIO, or PWR SEAT/PSD fuses are missing or open.
- The power sliding door is moved manually, while the programmable controller is in sleep mode.

When any of the above occurs, reset the power sliding door by manually closing the door completely, and starting the door open sequence at the beginning.

F. DIAGNOSTIC GUIDE



WARNING

THE DIAGNOSTIC GUIDE DOES NOT INCORPORATE ROUTINE SAFETY PRECAUTIONS OR PRELIMINARY PROCEDURES. DURING THE ELDORADO NATIONAL WARRANTY PERIOD, A TRAINED, AUTHORIZED ELDORADO NATIONAL SERVICE TECHNICIAN MUST PERFORM DIAGNOSTICS. AFTER THE WARRANTY PERIOD, IT IS RECOMMENDED THAT DIAGNOSTICS CONTINUE TO BE PERFORMED BY AN AUTHORIZED ELDORADO NATIONAL SERVICE TECHNICIAN.

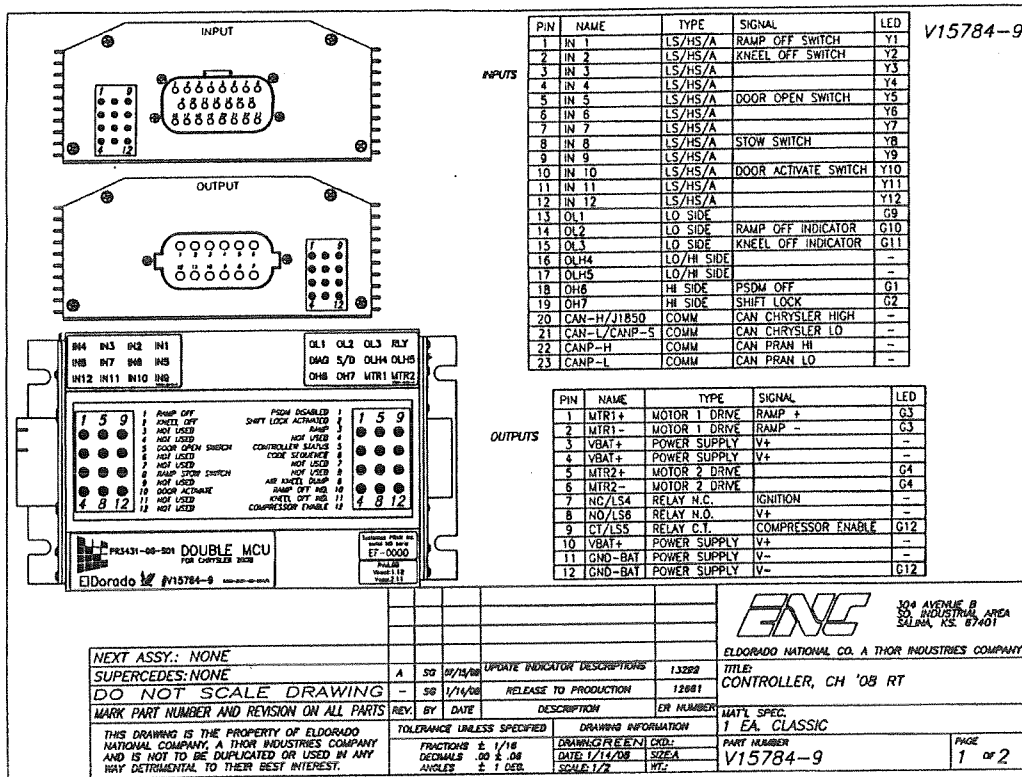


FIGURE [4-7]: CONTROLLER LED FUNCTION DESCRIPTIONS

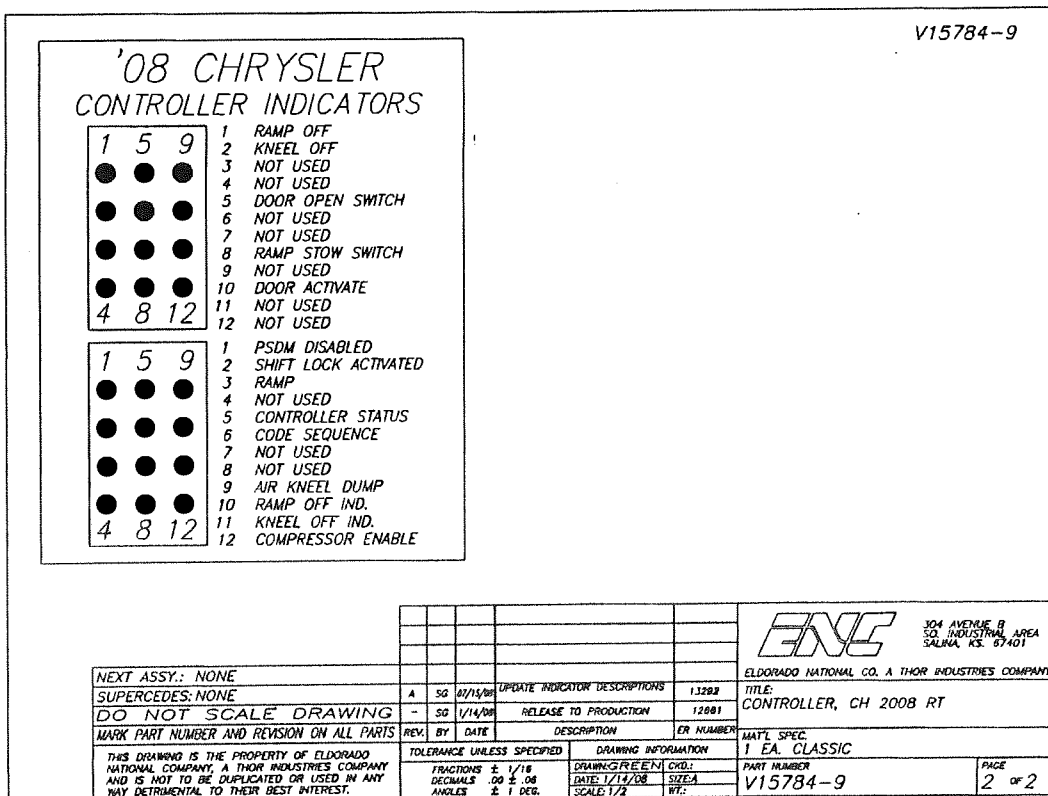
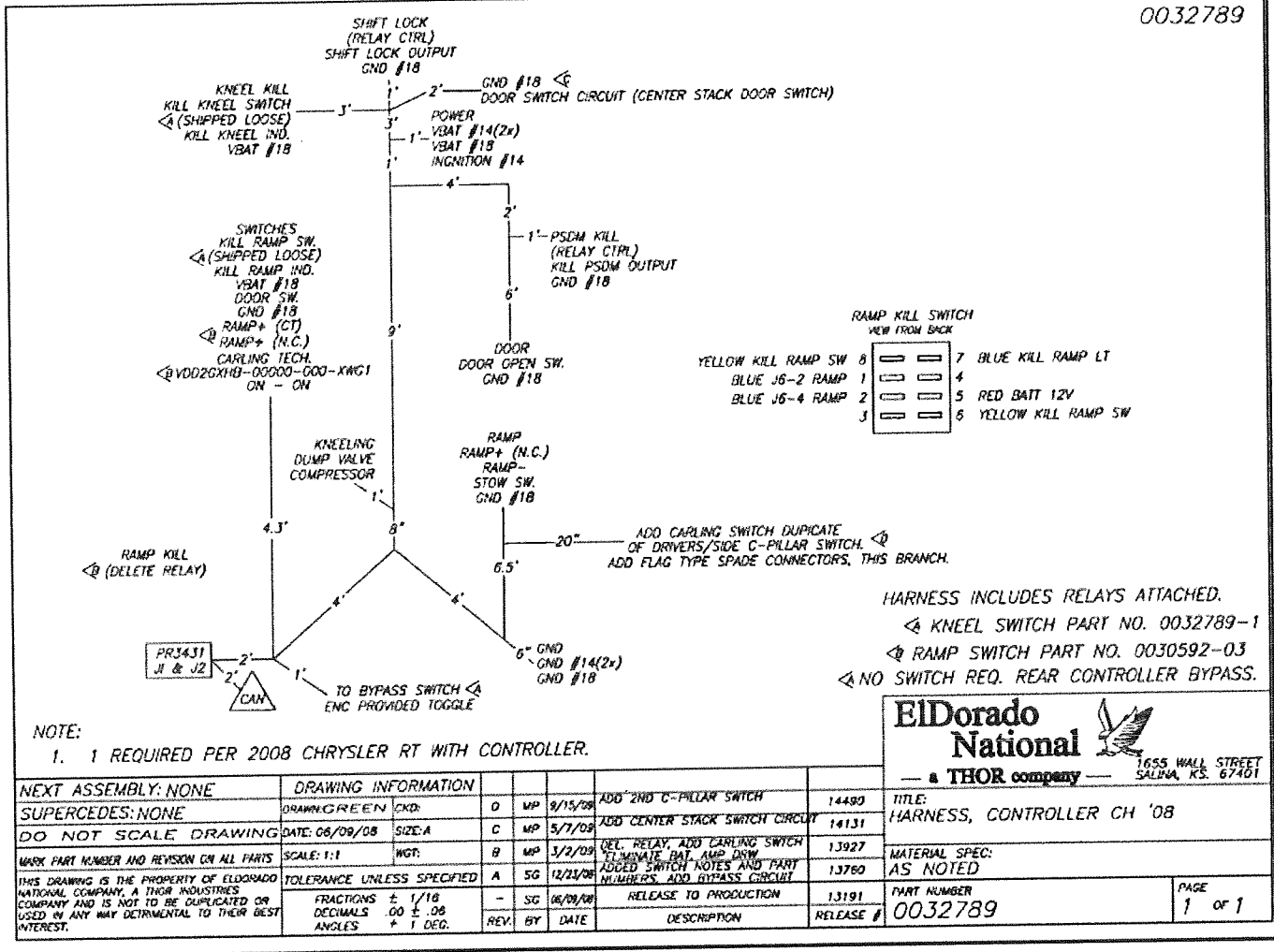


FIGURE [4-8]: CONTROLLER WIRING SCHEMATIC



NOTE:
1. 1 REQUIRED PER 2008 CHRYSLER RT WITH CONTROLLER.

NEXT ASSEMBLY: NONE	DRAWING INFORMATION						
SUPERCEDES: NONE	DRAWN: GREEN	CHKD: D	MP	9/15/08	ADD 2ND C-PILLAR SWITCH	14480	TITLE: HARNESS, CONTROLLER CH '08
DO NOT SCALE DRAWING	DATE: 06/09/08	SIZE: A	C	MP	5/7/09	ADD CENTER STACK SWITCH CIRCUIT	14131
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:1	WGT:	B	MP	3/2/09	DEL. RELAY, ADD CARLING SWITCH ELIMINATE BATT. AMP DEN	13927
THIS DRAWING IS THE PROPERTY OF EL Dorado NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED	A	SG	12/23/08	ADDED SWITCH NOTES AND PART NUMBERS, ADD BYPASS CIRCUIT	13760	MATERIAL SPEC: AS NOTED
	FRACTIONS ± 1/16	-	SG	06/09/08	RELEASE TO PRODUCTION	13191	PART NUMBER 0032789
	DECIMALS .00 ± .08	REV: BY DATE			DESCRIPTION	RELEASE #	PAGE 1 of 1
	ANGLES ± 1 DEG.						

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1655 WALL STREET
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CONTROLLER HARNESS

V. AMERIVAN MAJOR SYSTEMS REPAIR

This chapter contains operational verification, adjustment, plus repair and replacement procedures for major systems of the Chrysler/Dodge minivan that have been converted by ELDORADO NATIONAL. Each section includes a brief description of system function.

A. GENERAL SAFETY PRECAUTIONS AND WARNINGS

The following general safety precautions must be followed during service and maintenance:

1. Under no circumstances should maintenance, repair or adjustment of the Amerivan be attempted without the immediate presence of an individual capable of rendering aid.
2. An injury, no matter how slight, should always be attended. Always administer first aid or seek medical attention immediately.
3. Protective eye shields and appropriate clothing should be worn during maintenance, repair and adjustment of the Amerivan.
4. To avoid injury, the user must always exercise caution when operating the ramp and be certain that hands, feet, legs, and clothing are not in the path of its movement.
5. Batteries contain acid that can burn. Wear protective clothing and eye protection at all times. If acid comes in contact with skin, flush affected area with water and wash with soap immediately. Do not place anything on top of battery. Do not smoke or use an open flame near a battery.
6. Vehicle must be safely parked with ignition turned OFF, on level ground, parking brake set, and tires safely blocked before jacking vehicle up.
7. Always work in a properly ventilated area.
8. Read and understand all instructions before attempting to operate the Amerivan ramp or other components.
9. Inspect condition of ramp prior to each use. Do not use if unusual noise or movement are present. Return the vehicle to an authorized EIDorado National service technician.
10. Keep others clear of the ramp while it is being operated.
11. EIDorado National strongly recommends that the ramp be operated with the Amerivan parked on level ground. It is dangerous to operate the ramp if the vehicle is parked on a slope.
12. The Amerivan ramp and other system components require regular periodic maintenance. EIDorado National recommends a thorough vehicle inspection by an authorized EIDorado National service technician at least once every six months. To provide maximum safety the ramp and other components should always be maintained at their highest level of performance.

B. PROGRAMMABLE CONTROLLER REMOVAL

Refer to **Figures [5-1]** through **[5-3]**. The following instructions remove the Eldorado National Programmable Controller for service or replacement. The Eldorado National programmable controller interfaces with the factory power sliding door, transmission, factory remote control, various factory switches and buttons, and the Eldorado National ramp. The controller accepts input commands, notes the status of the components it controls, and then activates those components in a safe and efficient manner.



WARNING

THIS ELDORADO NATIONAL PRODUCT IS HIGHLY SPECIALIZED. ONLY AN AUTHORIZED ELDORADO NATIONAL SERVICE TECHNICIAN MAY PERFORM MAINTENANCE AND REPAIRS. REPAIRS MUST BE MADE USING ELDORADO NATIONAL REPLACEMENT PARTS WHENEVER POSSIBLE. MODIFYING OR FAILING TO PROPERLY MAINTAIN THIS PRODUCT MAY RESULT IN UNSAFE OPERATING CONDITIONS AND MAY VOID THE WARRANTY.

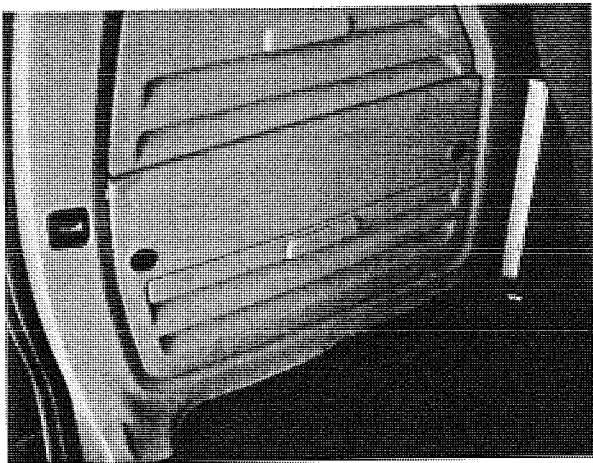


FIGURE [5-1]: ENC CONTROLLER LOCATION

Remove ABS cover of the jack storage compartment to access Controller

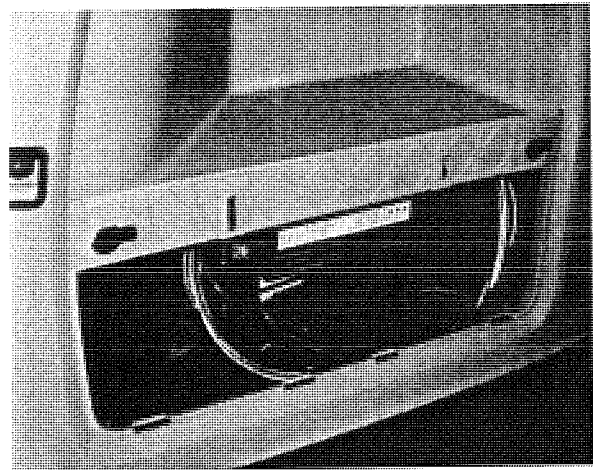


FIGURE [5-2]: ENC CONTROLLER MOUNT LOCATION

1. Refer to **Figure [5-3]**. Note: Location of the controller in the lower storage compartment after 9/23/08.

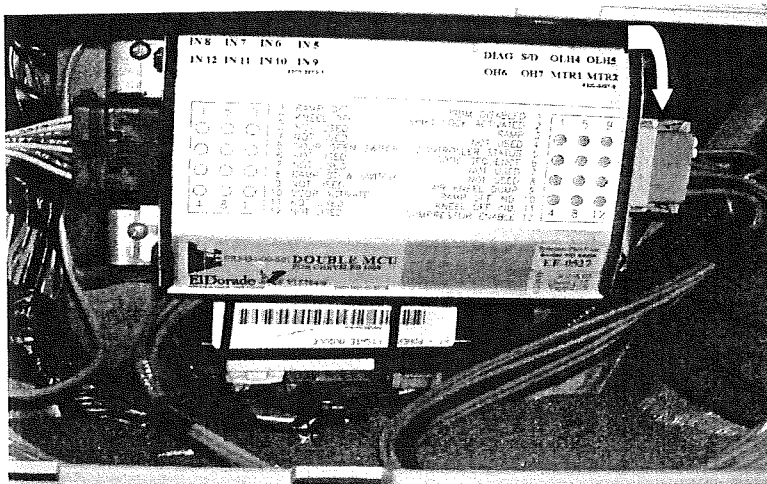


FIGURE [5-3]: MAIN HARNESS CONNECTOR/CONTROLLER

C. PROGRAMMABLE CONTROLLER INSTALLATION

Refer to **Figures [5-1]** through **[5-3]**. The following instructions are to install the EIDorado National Programmable Controller. Refer to **Section B** for an overview of the controller.

1. Refer to **Figure [5-1]**.
2. Refer to **Figure [5-2]**. Remove the ABS cover LH rear of van, jack storage compartment.
3. Refer to **Figure [5-3]**. Locate gray & black connector. Match color & insert the connectors.
4. Replace ABS cover.

D. BYPASS INSTRUCTIONS

The *Amerivan* controller location includes a Toggle Switch mounted on the Alum. Controller mount bracket directly behind the Gray plug on the front of the controller. With the switch in the off position, the Amerivan will be in Bypass mode. This will serve two purposes. The first allows the factory Power Sliding Doors to be diagnosed with the EIDorado National Controller disconnected. This bypasses all modifications performed by EIDorado National and returns the two systems to an unmodified state, allowing the factory components to be diagnosed independently of the EIDorado National components. The second purpose of the Bypass mode is to allow removal of the Programmable Controller (for service or repair) without affecting operation of the Power Sliding Doors. Refer to **Figure [5-4] Connector / Controller location**

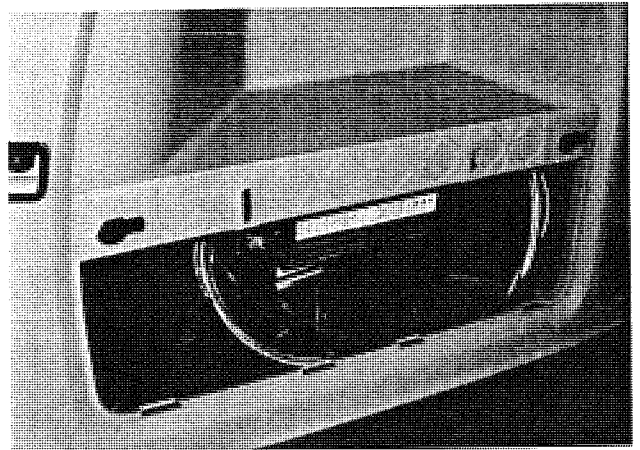
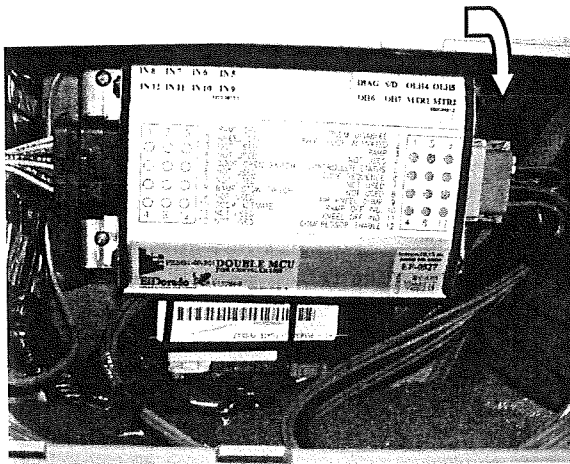
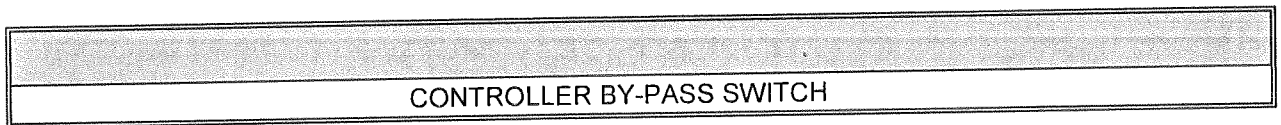


FIGURE [5-4]: CONNECTOR / CONTROLLER

1. The vehicle is now restored to original factory configuration. The Power Sliding Door should operate per Dodge / Chrysler specifications. Note that the power ramp will not operate. If kneeling is an option, it too will be inoperable.

E. HOISTING THE AMERIVAN

Refer to **Figure [5-5]**. The vehicle hoist support points have been modified by the *Amerivan* conversion. The support points must be on the **FRAME** of the vehicle where shown.

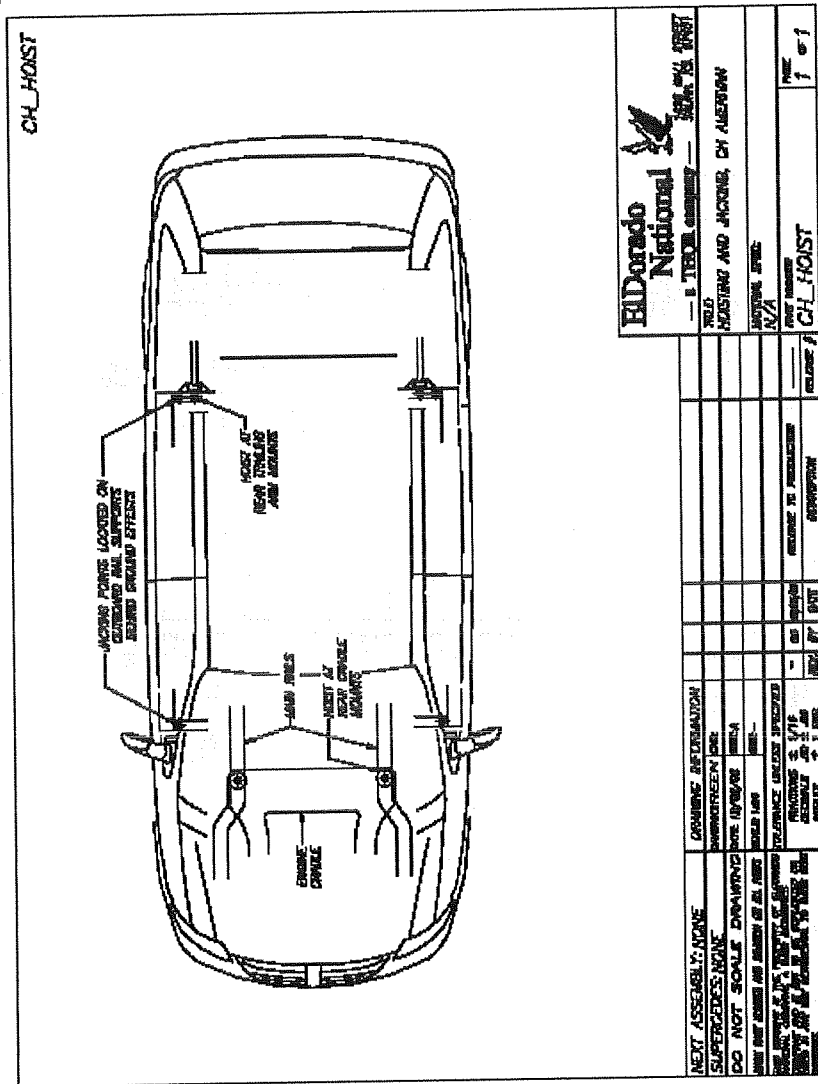


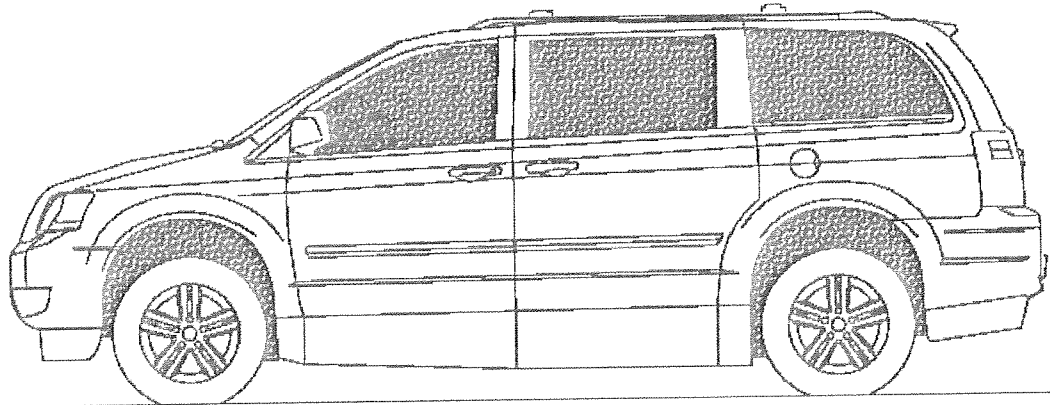
FIGURE [5-5]: AMERIVAN HOISTING/JACKING LOCATIONS

F. JACKING THE AMERIVAN

The vehicles jack and handle are stowed in the side panel LH rear luggage area behind the ABS cover. For instructions concerning jack usage, refer to the vehicles owners' manual and also to the labels on the jack and on the inside cover of the storage trim panel. Refer to **Figure [5-5]**. The vehicle jack support points have been modified by the *Amerivan* conversion. The support points must be on the vehicle where shown.

VI. AMERIVAN SPARE PARTS

This chapter contains parts diagrams and lists for the EIDorado National conversion of the Chrysler/Dodge mini-van. The parts diagrams are exploded 3D views of major conversion assemblies with individual components referenced by numbers. Each accompanying parts list contains part reference numbers, descriptions, quantities used and EIDorado National part numbers. To order a part, locate the part on the appropriate drawing, note its reference number, find this number on the parts list and use the EIDorado National part number in the far right column. This chapter does not cover factory vehicle manufacturer parts. Contact the vehicle manufacturer for information regarding non-EIDorado National parts.



PARTS DIAGRAMS	PAGE
FIGURE [6-1]: DECALS.....	6-2
FIGURE [6-2]: MAJOR ELECTRICAL COMPONENTS.....	6-3
FIGURE [6-3]: POWER DISTRIBUTION BOM.....	6-4
FIGURE [6-4]: ENC FIXED FRONT SEATBASE.....	6-5
FIGURE [6-5]: ENC REMOVEABLE FRONT SEATBASE.....	6-6
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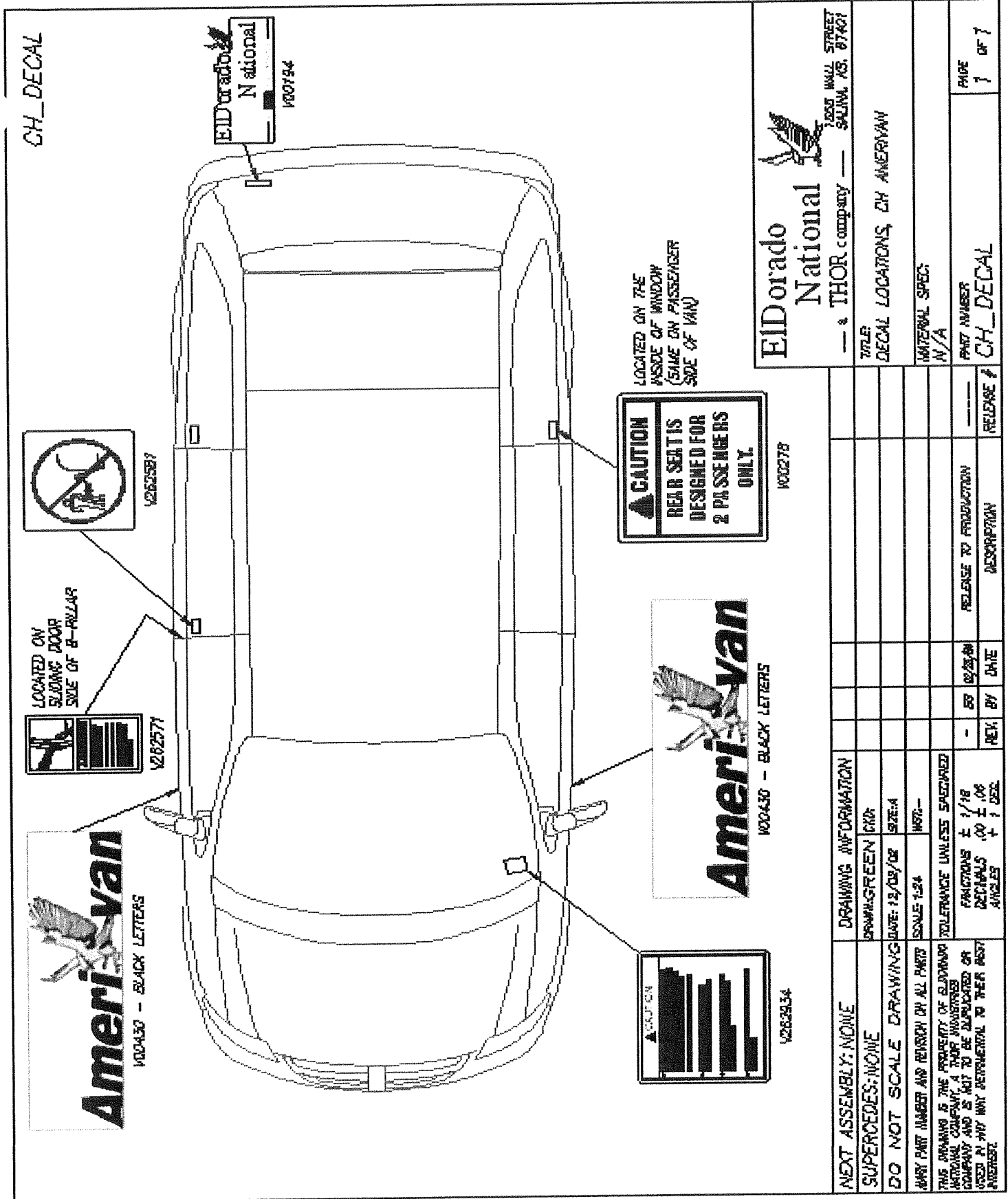


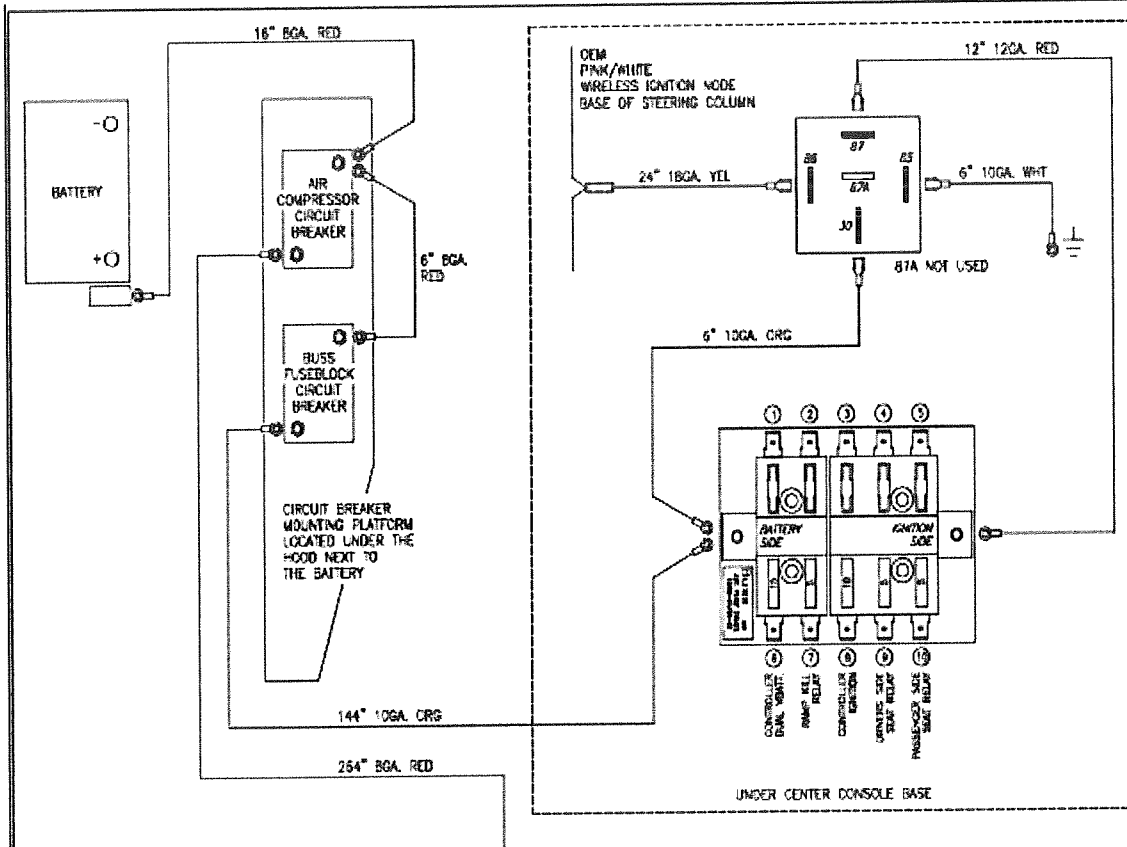
FIGURE [6-1]: DECALS

MAJOR ELECTRICAL COMPONENTS

REF	DESCRIPTION	QTY.	PART NO.
1	HARNES, POWER RAMP, AV	1	V16524
2	FUSE PANEL DUAL POWER	1	V00353
3	HARNES, MAIN, EXT LAYOUT CHRYSLER		0032347
4	CKT, BREAKER, 50A 24VDC SDT	1	V265124
5	CONTROLLER, CHRYSLER '08	1	V15784-9
6	MAIN CIRCUIT BREAKER BRACKET	1	V14029
7	SWITCH DOOR OPEN / RAMP STOW SPD 3" FEELER	1	68140

REF	DESCRIPTION	QTY.	PART NO.
1	FRAME WLDT, SEATBASE	1	0032616

V10256-



WIRE COLOR	WIRE TAG	FUSE AMP	REF. HARNES	FUSE DESCRIPTION
1				EMPTY FROM ENC
2				EMPTY FROM ENC
3				EMPTY FROM ENC
4				EMPTY FROM ENC
5				EMPTY FROM ENC
6	RED	15	0032788	DUAL BATT. TO CONTROLL
7	RED	5	0032788	RAMP REL. RELAY
8	RED	10	0032788	IGN. TO CONTROLLER
9	RED	5	0032812	DR SEAT RELAY
10	RED	5	0032824	PS SEAT RELAY

NOTE:

- LAYOUT AND SCHEMATIC FOR 2008 CHRYSLER RT ONLY.

Eldorado National
— a THOR company —

1655 WALL STRE
SALINA, KS. 6741

NEXT ASSEMBLY: NONE	DRAWING INFORMATION	J	MP	7/6/09	MOVE 0032794 TO 87	14288
SUPERCEDES: NONE	DRAWING GREEN CKD:	I	SG	02/12/08	ADD FUSE BLOCK CONNECTION INFORMATION	13984
DO NOT SCALE DRAWING	DATE: 01/17/08	H	MP	12/24/08	DEL. IT. 7 000737 ENG DTY	13764
WORK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:1	G	MP	12/22/08	CHG NOTE OEM TIE IN PINK/WHITE BASE OF STEERING COL.	13755
THIS DRAWING IS THE PROPERTY OF EL DORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED	F	MP	8/12/08	ADD ITEM 14	13515
	FRACTIONS ± 1/16	-	SG	01/11/08	RELEASE TO PRODUCTION	12683
	DECIMALS .00 ± .08	REV.	BY	DATE	DESCRIPTION	RELEASE #
	ANGLES ± 1 DEG.					PART NUMBER
						V10256-1
						PAGE 1 OF 2

FIGURE [6-2]: MAJOR ELECTRICAL (POWER DIST. V10256-1)

ITEM	QTY.	PART NO.	DESCRIPTION
1	2	V265124	CIRCUIT BREAKER, 50 AMP
2	1	V00353	FUSE PANEL DUAL PWR AV & VS
3	1	0032409	CIRCUIT BREAKER MOUNT RT
4	2	V10564	JUMPER, BATTERY TO BREAKER
5	1	63072	FUSE, AUTO ATO-10
6	1	V00084	FUSE, 20A ATO
7	1	V26648	GROMMET 11/16IDX16DX1/4GW
8	6	110506	BOLT HEX 1/4-20X3/4
9	6	113421	NUT HEX NYLOCK 1/4-20 PLTD
10	2	68323	SWITCH, RELAY W/MOUNT
11	2	0032901	RETAINER CLIP 3/16"
12	4	62270	CONN RING 8AWG X 1/4" REEL

NOTE:

1. LAYOUT AND SCHEMATIC FOR 2008 CHRYSLER RT ONLY.

Eldorado National

— a THOR company —

1655 WALL STREET
SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION	J	MP	7/8/08	MOVE 0032794 TO B7	14288
SUPERCEDES: NONE	DRAWN: GREEN CKD:	I	SG	02/10/09	ADD FUSE BLOCK CONNECTION INFORMATION	13684
DO NOT SCALE DRAWING	DATE: 01/17/08	SIZE: A	H	MP	DEL. TR. 7 V00353 CHG QTY IT. 10 FROM 1 TO 2	13784
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:1	WGT:	G	MP	CHG NOTE OEM TR. BY PWR/WASTE BASE OF STEERING CCL	13755
THIS DRAWING IS THE PROPERTY OF EL Dorado NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED	F	MP	8/12/08	ADD ITEM 14	13516
	FRACTIONS ± 1/16	-	SG	01/11/08	RELEASE TO PRODUCTION	12683
	DECIMALS .00 ± .38	REV.	BY	DATE	DESCRIPTION	RELEASE #

TITLE: POWER DIST. WIRING, RT	MATERIAL SPEC: N/A
PART NUMBER V10256-1	PAGE 2 of 2

FIGURE [6-3]: POWER DIST. V10256-1 BILL OF MATERIAL

0032616

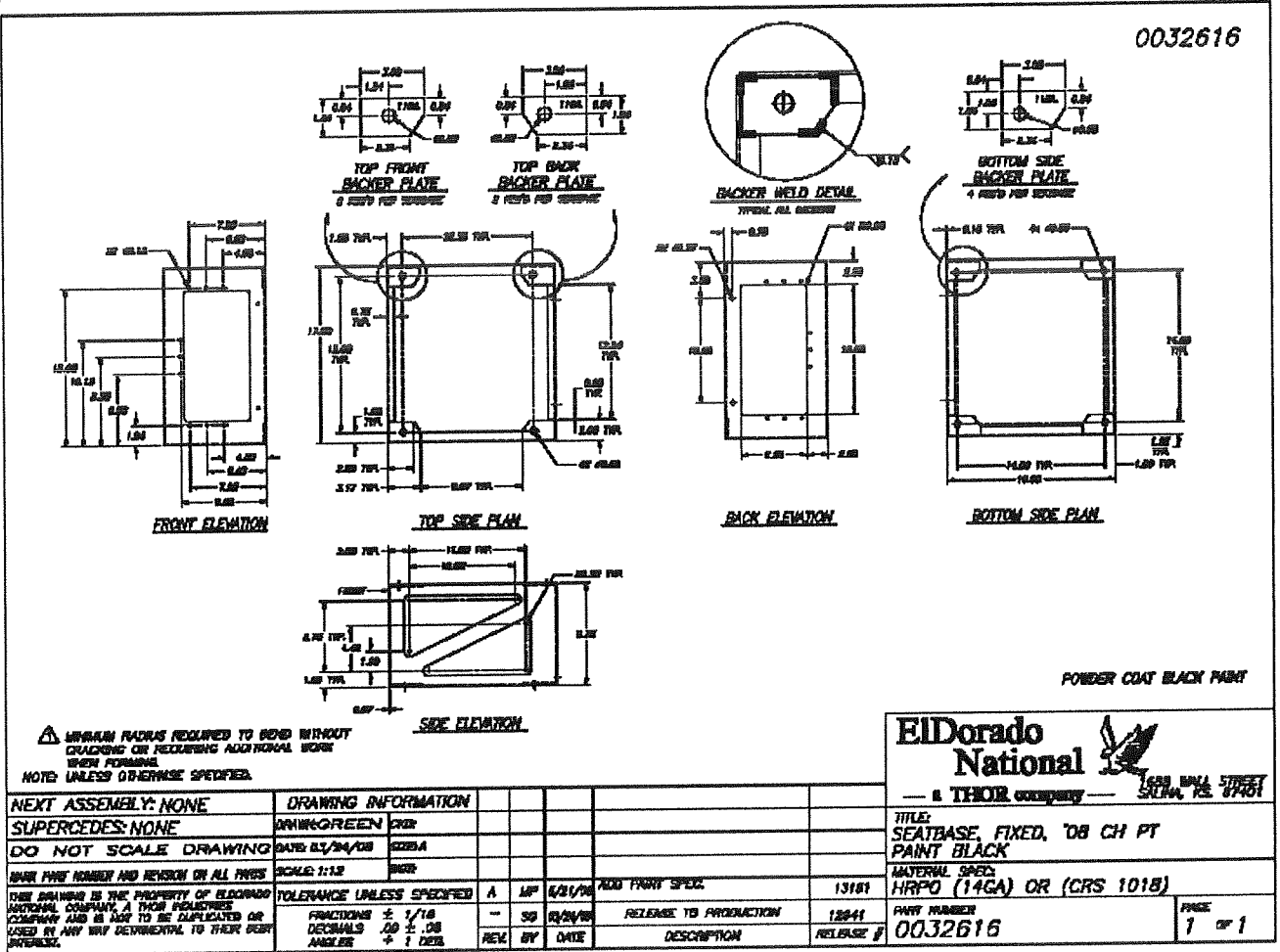
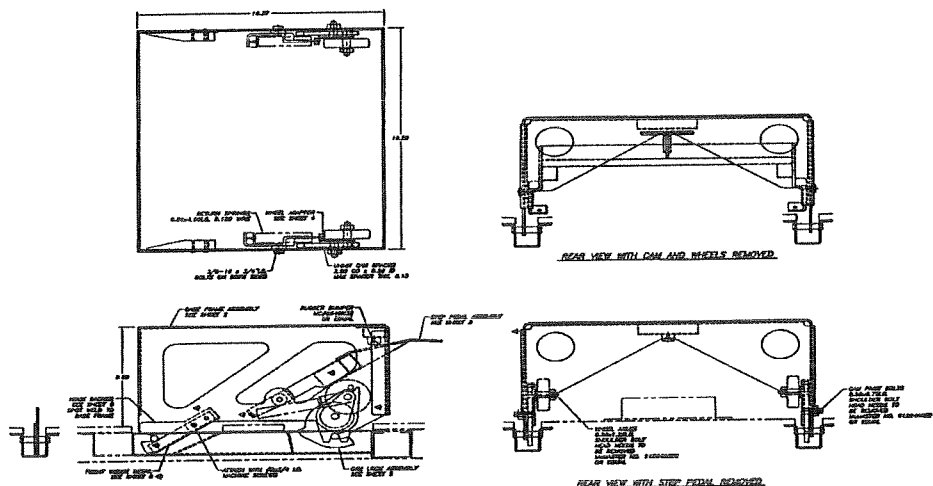


FIGURE [6-4]: FIXED FRONT SEATBASE

REF	DESCRIPTION	QTY.	PART NO.
1	SEATBASE ASM FRONT REM. 2008	2	0032246
2	SEATBASE REAR PS	1	0033349-005, -006
3	SEATBASE REAR DS	1	0033349-007, -
008			

0032246

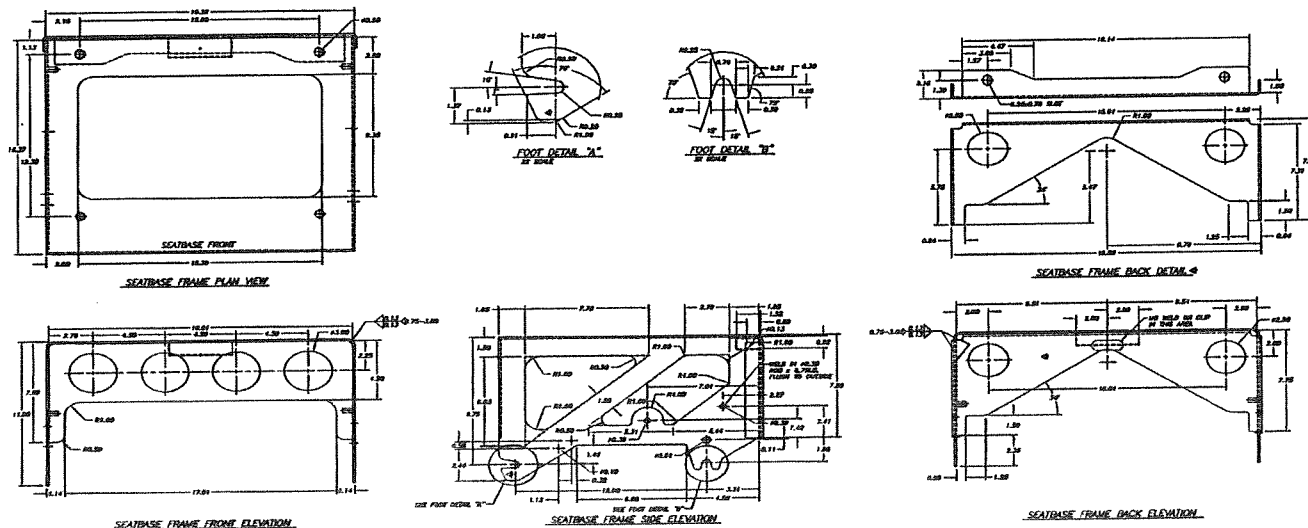


- NOTE:
1. MINIMUM RADIUS REQUIRED TO BEND WITHOUT CRACKING OR REQUIRED ADDITIONAL WORK WHEN FORMING.
 2. ROUND ALL SHARP CORNERS.
 3. 1 REQUIRED PER 2008 CHRYSLER RT FRONT SEAT.

Eldorado National
 — a THOR company — 1555 WALL STREET SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION			EXPAND BACK PANEL ADD TUBE TO STOP PEDAL ENLARGE BACKER	13178	TITLE: SEATBASE ASM 2008 RT FRONT PS & DS FRONT SEATBASE					
SUPERCEDES: NONE	DRAWING: GREEN	CKD: D	SG	06/03/06	13107						
DO NOT SCALE DRAWING	DATE: 12/3/07	SIZE: A	C	SG	05/08/06	12930					
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:8	WGT:	D	SG	03/19/06	12790					
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED			A	SG	02/14/06					
	FRACTIONS ± 1/16			-	SG	12/3/07					
	DECIMALS .00 ± .08			REV.	BY	DATE					
						RELEASE TO PRODUCTION	12525	PART NUMBER	0032246	PAGE	1 of 8

0032246



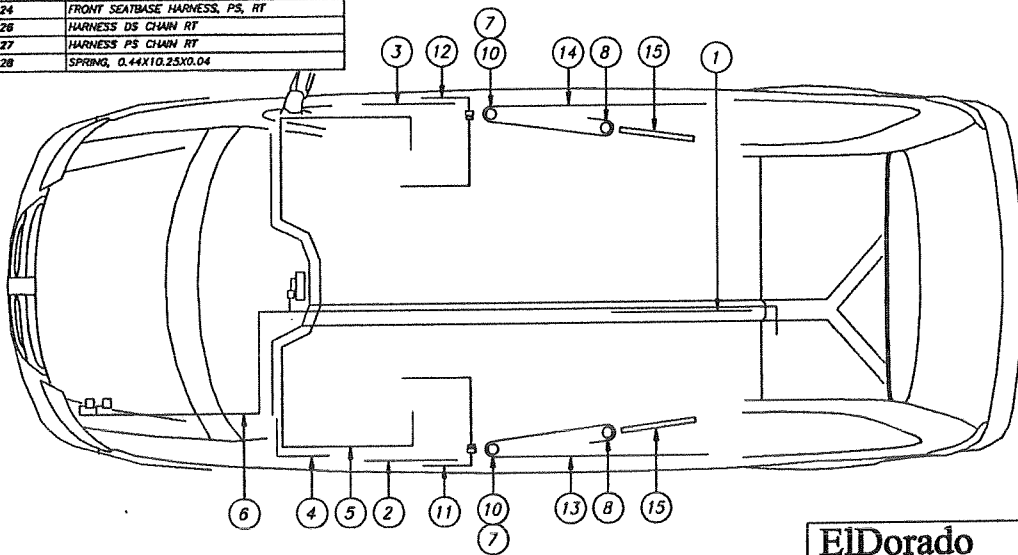
- NOTE:
1. MINIMUM RADIUS REQUIRED TO BEND WITHOUT CRACKING OR REQUIRED ADDITIONAL WORK WHEN FORMING.
 2. ROUND ALL SHARP CORNERS.
 3. 1 REQUIRED PER 2008 CHRYSLER RT FRONT SEAT.

Eldorado National
 — a THOR company — 1555 WALL STREET SALINA, KS. 67401

NEXT ASSEMBLY: NONE	DRAWING INFORMATION			EXPAND BACK PANEL ADD TUBE TO STOP PEDAL ENLARGE BACKER	13178	TITLE: BASE FRAME, SEATBASE, RT FOR FRONT SEATBASE					
SUPERCEDES: NONE	DRAWING: GREEN	CKD: D	SG	06/03/06	13107						
DO NOT SCALE DRAWING	DATE: 12/3/07	SIZE: A	C	SG	05/08/06	12930					
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:8	WGT:	B	SG	03/19/06	12790					
THIS DRAWING IS THE PROPERTY OF ELDORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	TOLERANCE UNLESS SPECIFIED			A	SG	02/14/06					
	FRACTIONS ± 1/16			-	SG	12/3/07					
	DECIMALS .00 ± .08			REV.	BY	DATE					
						RELEASE TO PRODUCTION	12525	PART NUMBER	0032246	PAGE	2 of 8

FIGURE [6-5]: REMOVABLE FRONT SEATBASE

ITEM	QTY	PART NO.	DESCRIPTION
1	1	0032348	HARNNESS EXT, FUEL SYSTEM
2	1	0032349	HARNNESS EXT, B-PILLAR, DS
3	1	0032350	HARNNESS EXT, B-PILLAR, PS
4	1	0032351	HARNNESS EXT, A-PILLAR, DS
5	1	0032352	HARNNESS EXT, DS TO PS JUMP
6	1	0032675	POWER DIST. HARNNESS RT
7	2	0032673	DOOR CHAIN ROLLER FRONT RT
8	2	0032674	DOOR CHAIN ROLLER BACK RT
9	1	0032789	HARNNESS, CONTROLLER CH '08
10	2	0032673-1	ROLLER SLEEVE, IGLUS, CH '08
11	1	0032822	FRONT SEATBASE HARNNESS, DS, RT
12	1	0032824	FRONT SEATBASE HARNNESS, PS, RT
13	1	0032826	HARNNESS DS CHAIN RT
14	1	0032827	HARNNESS PS CHAIN RT
15	2	0032828	SPRING, 0.44X10.25X0.04



NOTE:
1. 1 REQUIRED PER 2008 CHRYSLER CLASSIC

Eldorado National
— a THOR company —
1655 WALL STREET
SALINA, KS. 67401

TITLE:
HARNNESS EXTENSION, LAYOUT

MATERIAL SPEC:
SEE INDIVIDUAL DRAWINGS

PART NUMBER
0032347

PAGE
1 of 1

DESCRIPTION	REV.	BY	DATE	DESCRIPTION	RELEASE #
NEXT ASSEMBLY: NONE	G	SG	07/01/08	ADD IT. 11 THRU 15	13264
SUPERCEDES: NONE	F	SG	06/20/08	ADD IT. 10	13234
DO NOT SCALE DRAWING	E	MP	6/9/08	ADD IT. 9	13191
MARK PART NUMBER AND REVISION ON ALL PARTS	D	MP	4/15/08	ADD IT. 8, 7, 8	13027
THIS DRAWING IS THE PROPERTY OF EL Dorado NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	C	SG	01/28/08	CHANGES MADE FOR PRODUCTION STYLE VAN CHASSIS	12713
TOLERANCE UNLESS SPECIFIED	-	SG	12/27/07	RELEASE TO PRODUCTION	12605
FRACTIONS ± 1/16					
DECIMALS .00 ± .06					
ANGLES + 1 DEG.					

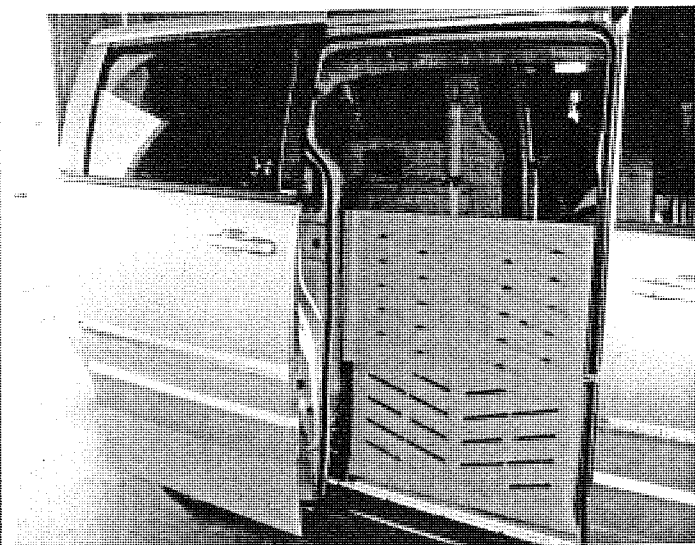
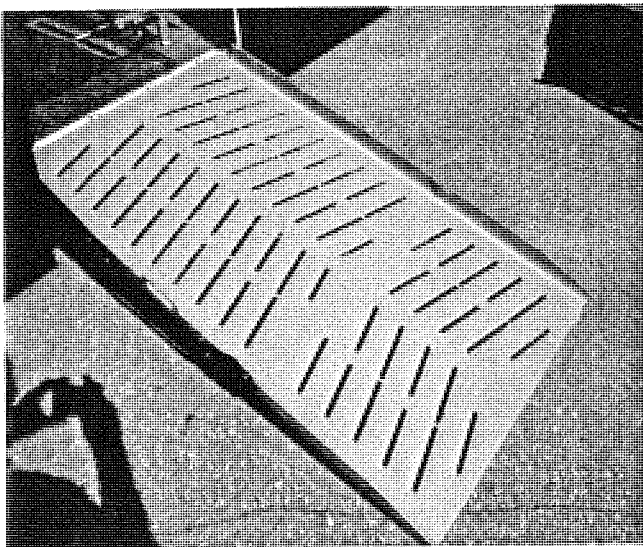


FIGURE [6-6]: ENC POWER RETAIL PWR RAMP

REF	DESCRIPTION	QTY.	PART NO.
1	RAMP, 31" PWR 08 CHR. GRAY	1	0032362
2	MOTOR DRIVE ENC PWR RAMP	1	V00390

0033488-003

NOTES:
1. SOME PARTS OF ASSEMBLY NOT SHOWN ON DRAWING PROVIDED BY VENDOR.
2. PLATFORM DIMENSIONS: 54x31

				NEXT ASM: NONE	DRAWING INFORMATION		ElDorado National A UNITED Company 1458 WALL STREET SALINA, KS 67401	
				SUPERSEDES: NONE	DRAWN: GREEN	CODE:		
				DO NOT SCALE DRAWING	DATE: 09/22/09	SHEET: A	TITLE: RAMP ASM, POWER TAN AMV RT	
				MARK PART NOS. AND REV. ON ALL PARTS	SCALE: 1:1	FIG: A	MATERIAL SPEC: AS NOTED	
				THIS DRAWING IS THE PROPERTY OF EL DORADO NATIONAL COMPANY, A TRADE REGISTERED COMPANY & IS NOT TO BE DUPLICATED OR USED IN ANY MANNER DETRIMENTAL TO THEIR BEST INTEREST.	STANDARD TOLERANCE		PART NUMBER: 0033488-003	
					FRACTIONAL: ± 1/16	DECIMAL: 0.00 & 0.05	ANGULAR: ± 1 DEG	PAGE: 1 of 1
REV.	BY	DATE	DESCRIPTION	RELEASE #				
	SG	09/22/09	RELEASED TO PRODUCTION	14947				

REV. 11/04

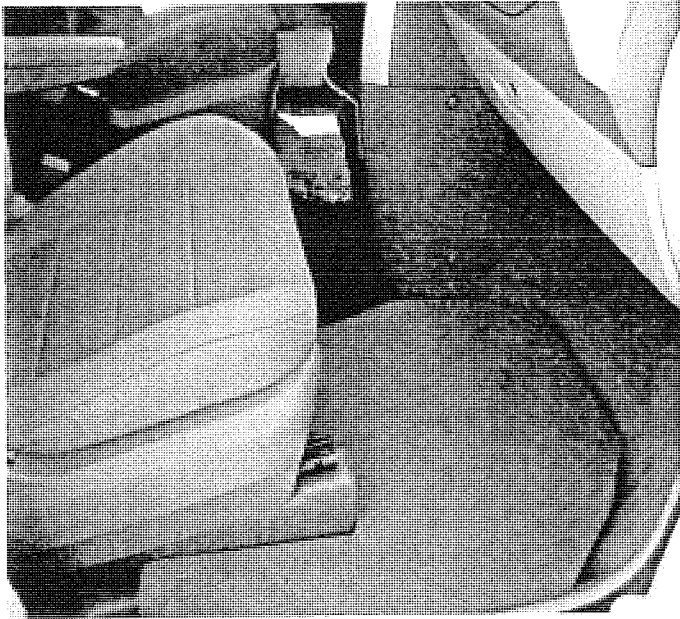


FIGURE [6-7]: DRIVER AND PASSENGER FOOTREST

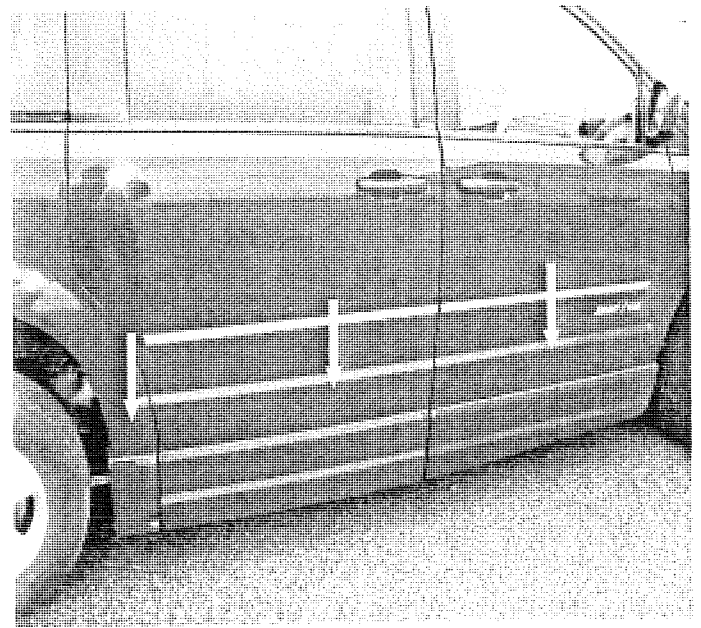


FIGURE [6-8]: SIX-PIECE BODY FLARE KIT

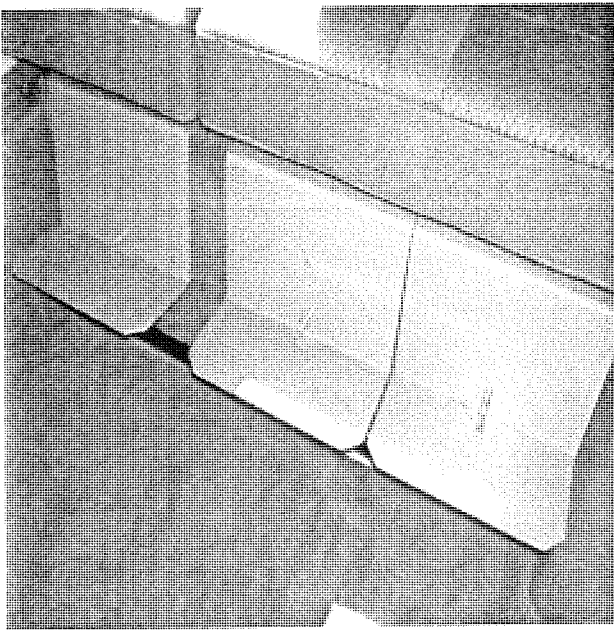


FIGURE [6-9]: REAR FOOTRESTS (DEPLOYED)

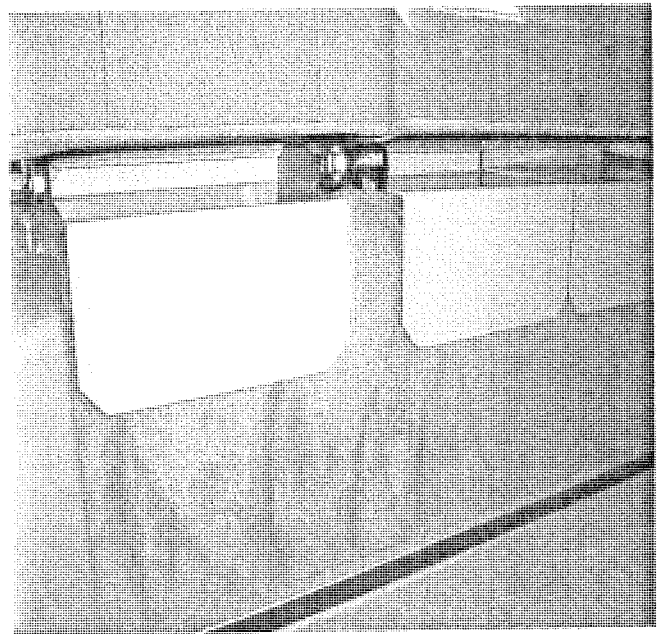


FIGURE [6-10]: REAR FOOTRESTS (STOWED)

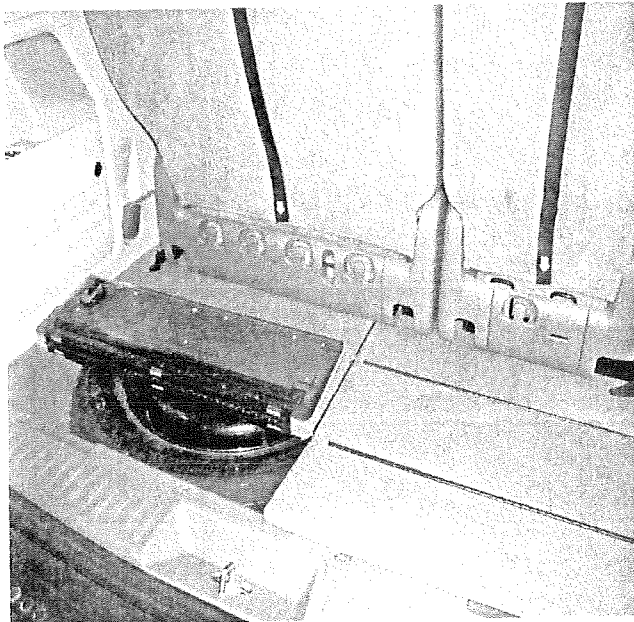
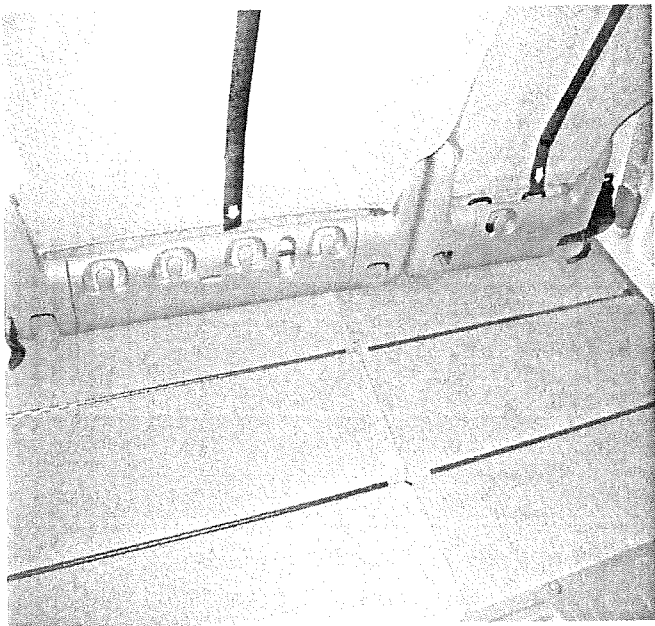
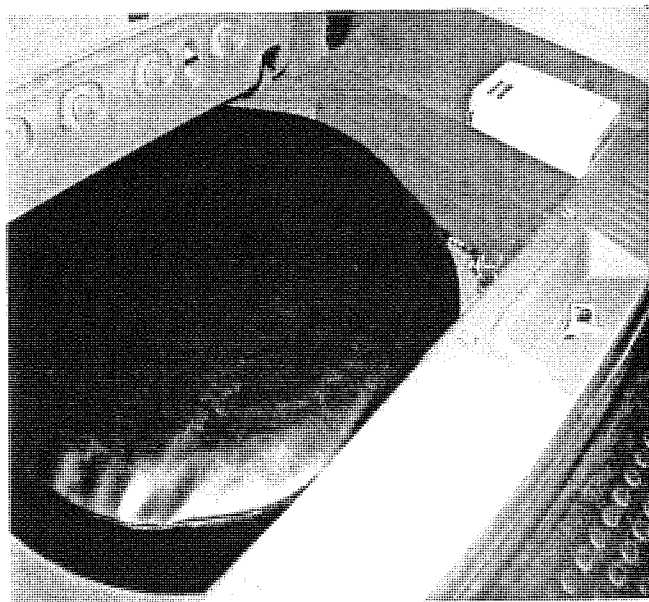


FIGURE [6-11]: REAR LUGGAGE AREA



**FIGURE [6-12]: REAR STORAGE DOT KIT PT
(SPACE SAVER SPARE)**



FIGURE [6-13]: FIRE EXT. 2.5# LOCATION PT

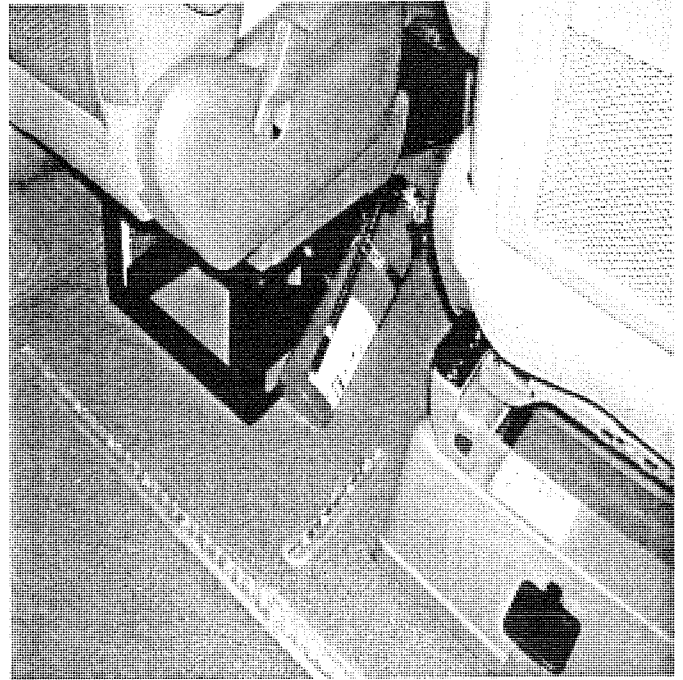


FIGURE [6-14]: FIRE EXT. 5# LOCATION PT

FIG.	DESCRIPTION	QTY.	PART NO.
6-6	REAR LUGGAGE AREA	1	0033498
6-7	FOOTREST, PASS FRONT	1	0032191
6-7	FOOTREST, DS FRONT	1	0032490
6-8	KIT, BODY FLARES, SIX-PIECE, CHRYSLER	1	0033026
6-9	FOOTREST, PS REAR REMOVABLE	3	0033027
6-9	FOOTREST, DS REAR REMOVABLE		0033027
6-10	FOOTREST, STOWED		
6-11	REAR STORAGE DOT KIT 1 ST AID & FLARES		
6-12	FIRE EXT. LOCATION 2.5LB & 5LB		

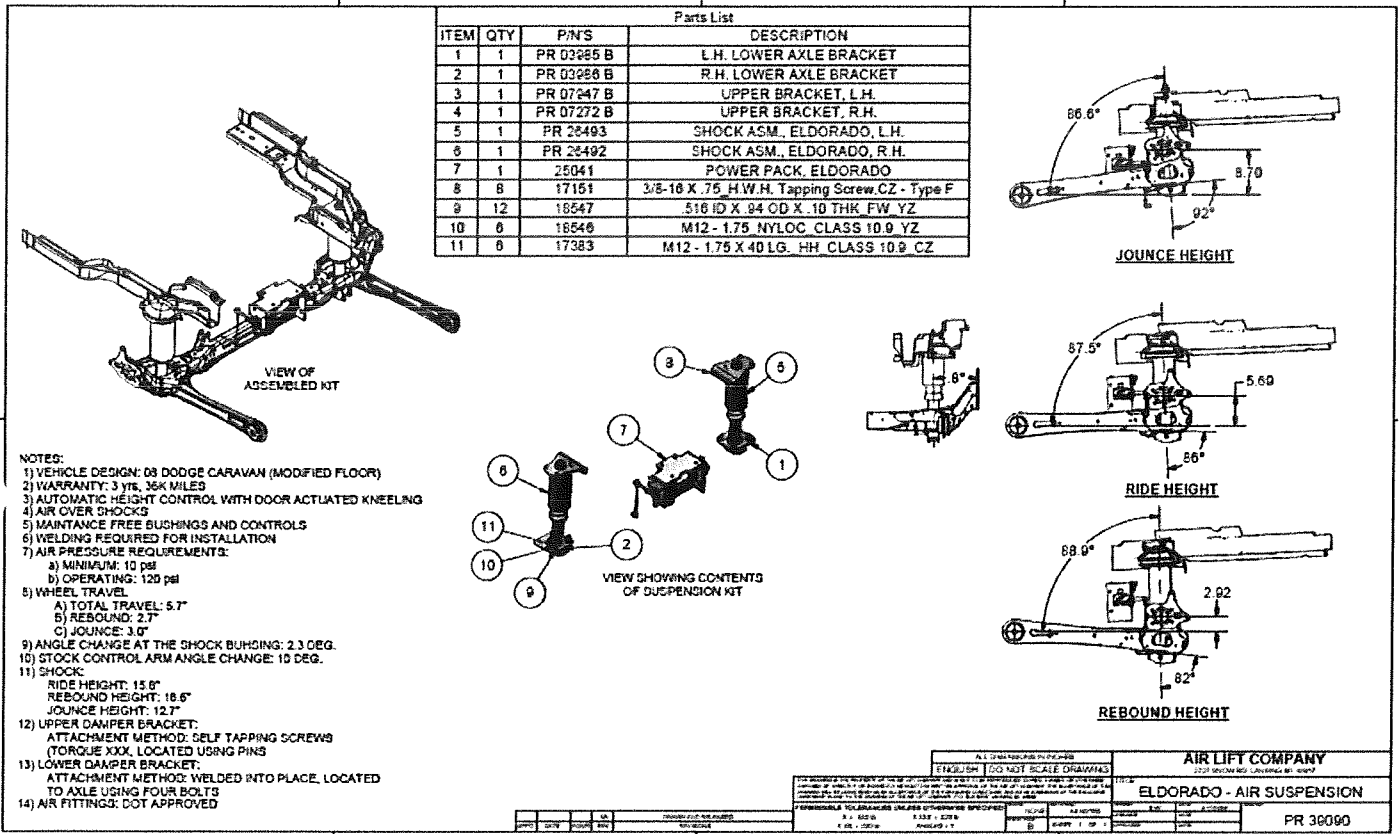


FIGURE 6-15 REAR SUSPENSION3

*AIR SHOCK #26480 *COMPRESSOR (#PR25039 IS POWER PACK & LOAD LEVELING MODULE)

ENC Non Air Suspension utilizes OEM Auto Load Leveling Shocks, OEM Coil Springs, & OEM Over-travel Jounce Bumpers. This Suspension is installed with little if any modification to the OEM axle. This suspension is Standard on ENC PT Amerivan.

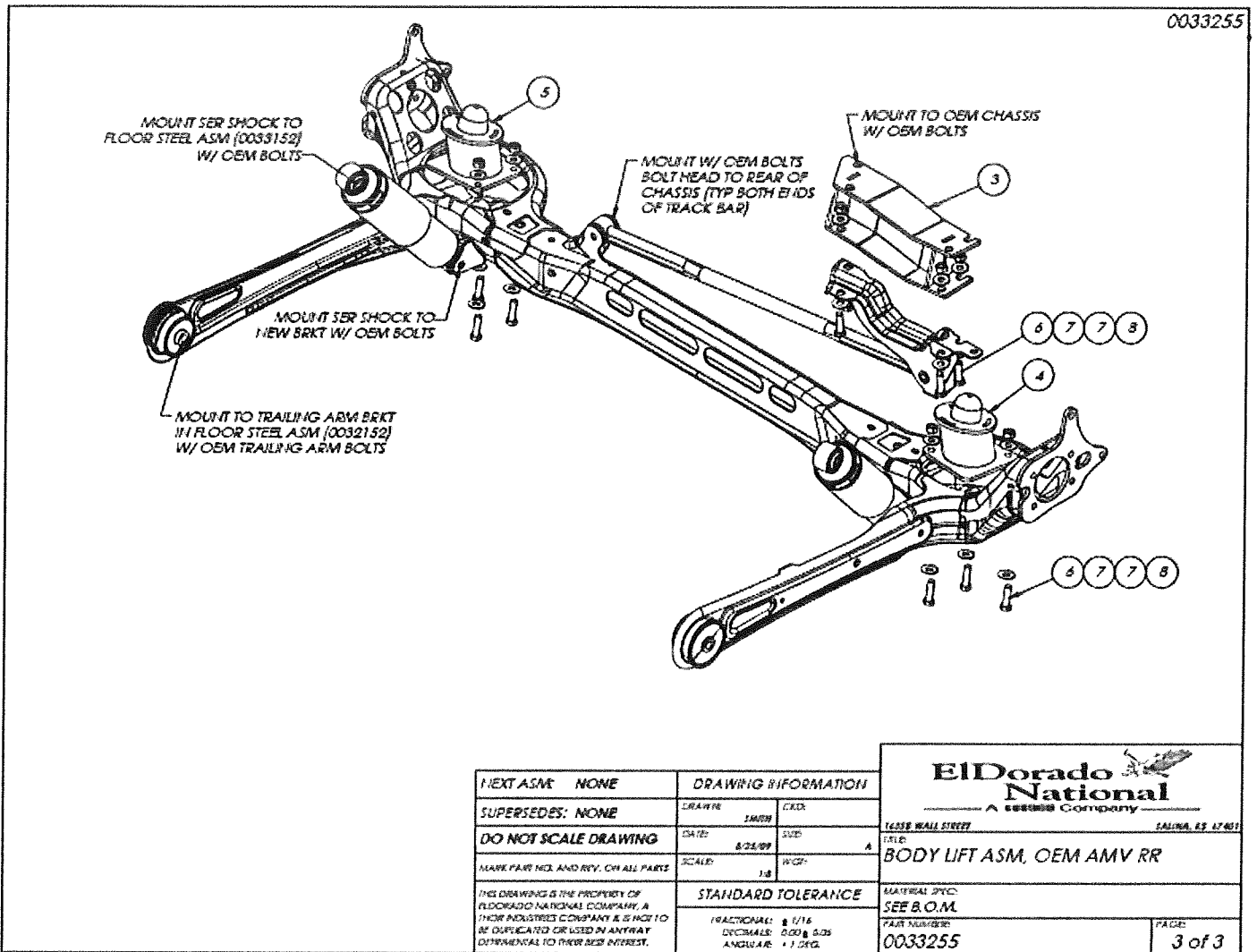


FIGURE [6-16]: NON AIR OEM LOAD LEVELING SUSPENSION

ELDORADO NATIONAL, KANSAS
1655 WALL STREET
SALINA, KS 67401

CHRYSLER / DODGE AMERIVAN
REMOVABLE FRONT OUTBOARD SEAT

TEST CONDUCTED BY:
ELDORADO NATIONAL

DATE TEST CONDUCTED
May 6, 2008

REPORT NO: 210-T426

PURPOSE: Perform a test on the 2008 Chrysler/Dodge Amerivan with removable front outboard seat. The seat was tested to the requirements of FMVSS 210 and 207.

SCOPE: This test is valid for all 2008 and forward Amerivans utilizing this floor design in the 2008 body style Chrysler and Dodge based Amerivans.

CONCLUSION: The described seat installation meets or exceeds the requirements of FMVSS 207/210 with seat belts attached to the seat frame and door pillars.

CRITERIA: Seats, when tested to the requirements of FMVSS 207/210 for seat belt anchorage, must withstand a load of 3000 lb. on the lap belt and 3000 lb. on the upper torso belt through an upper torso and a lap belt body block. If the seat belts are mounted to the seat frame, a load of 20 times the seat weight must be applied through the center of gravity of the seat simultaneously with the seat belt loading. The load must be applied within 30 seconds and held for 10 seconds. The seat belt loads are to be applied at an onset angle of 5° to 15° above horizontal. The seat load is applied horizontally.

TEST PROCEDURE: An increasing load was applied to the three load points until the required loads were reached. The loads were applied simultaneously within 30-second period and held for 10 seconds. Onset angles were as prescribed.

SET-UP: A test seat was installed in the body-in-white using the OEM seat fasteners to attach the seat to the base. The seat was secured in the vehicle using a hook and "dog-bone" system similar to what the OEM uses. Cables were used to transfer the forces from the upper torso and lap belt body blocks. Appropriate forces are applied to the body blocks as prescribed.

TEST RESULTS:

<u>Test Point</u>	<u>Req'd Force</u>	<u>Actual Force</u>
Seat C of G	1200	1226
Upper Torso B.B.	3000	3134
Lap Body Block	3000	3304

No failure of the seat belt anchor or surrounding structure was observed.

Pictures are attached – video available on request, tape no. E-08-02.

PREPARED BY: Ken Huser
Ken Huser, Technical Advisor

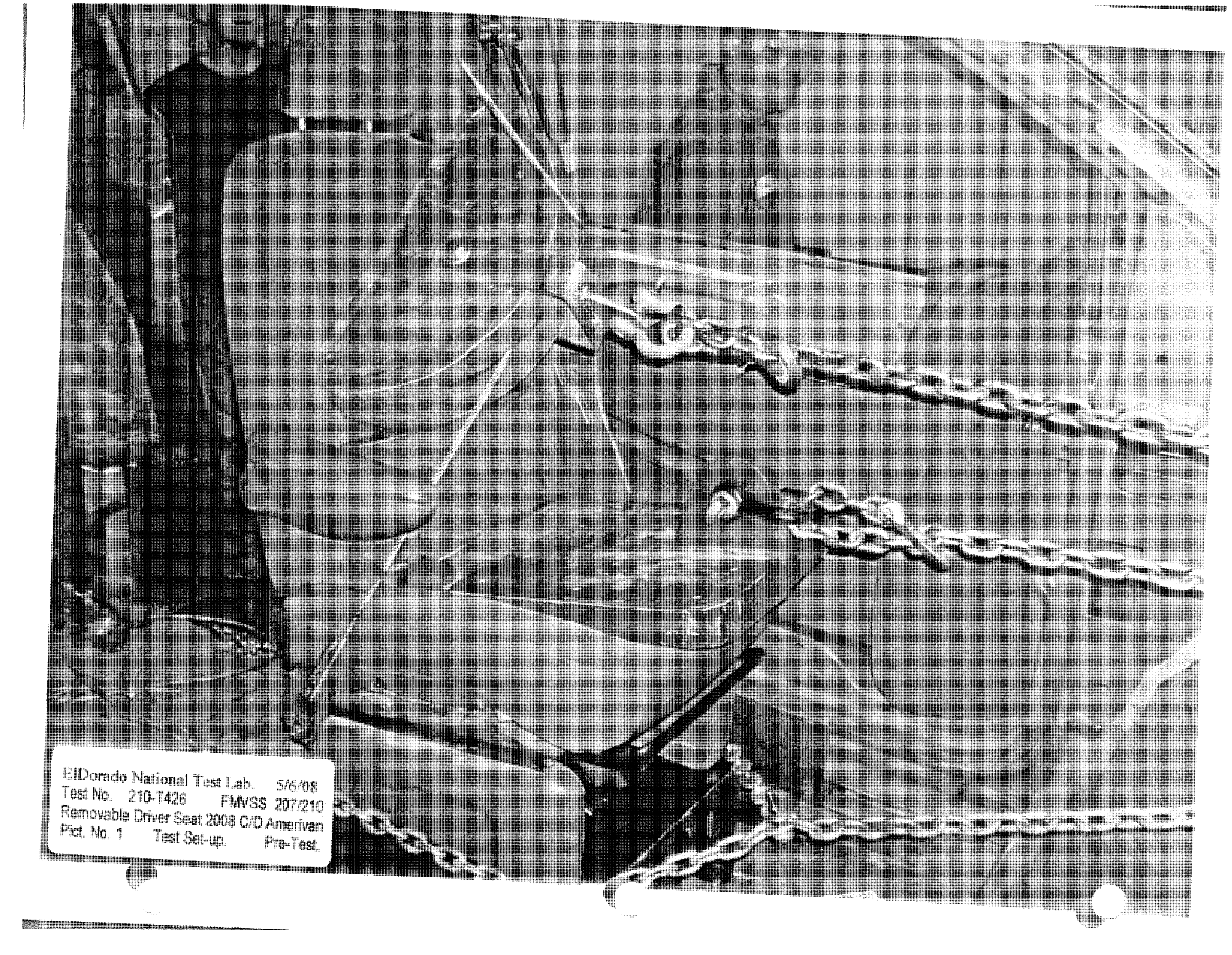
DATE: 12 MAY 08

CONDUCTED BY: Paul Small

WITNESSED BY: Mike Perry
Shayne Green

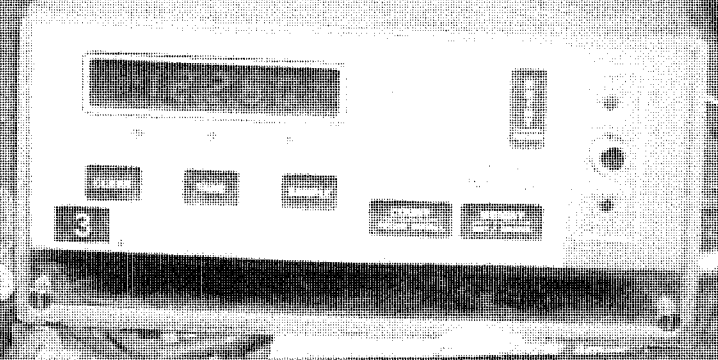
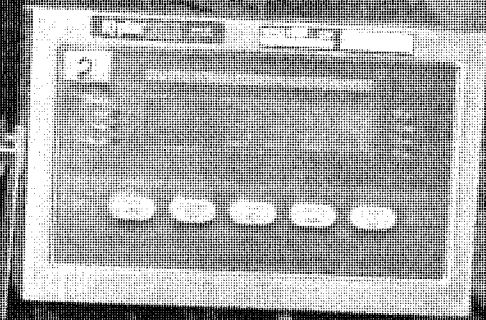
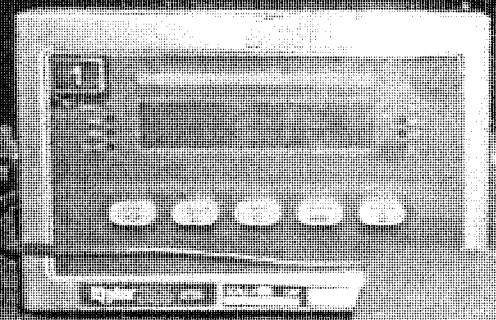
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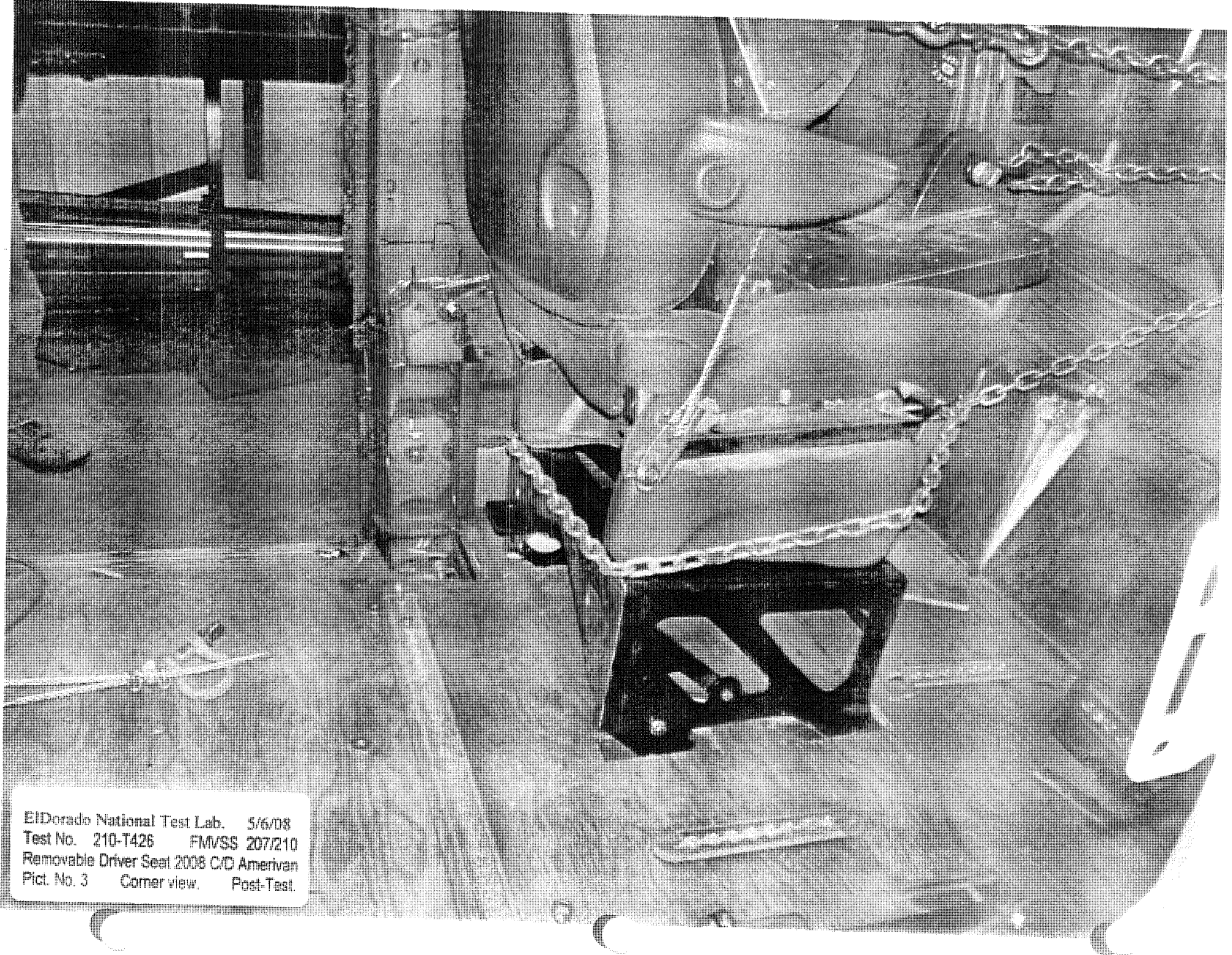
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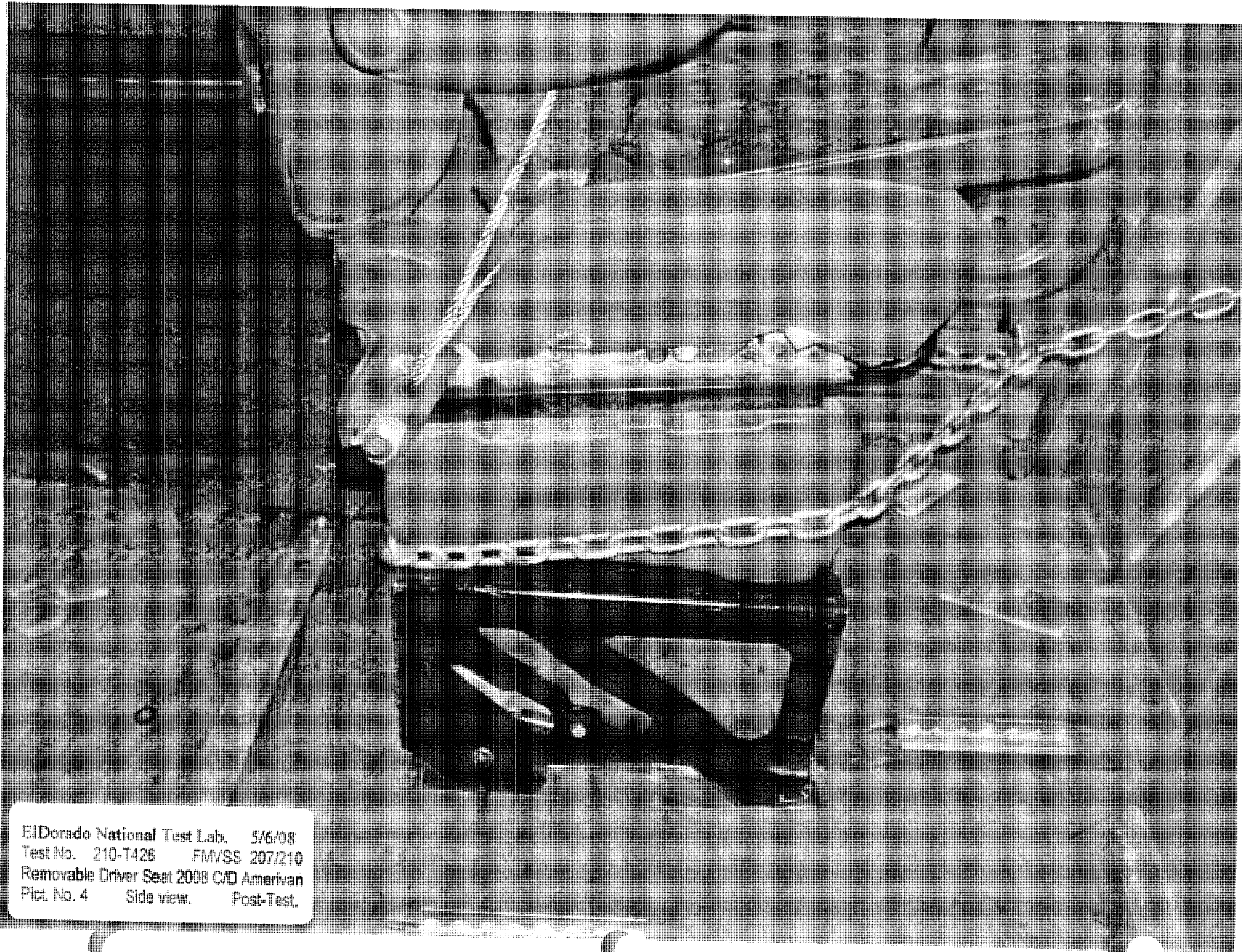
EIDorado National Test Lab. 5/6/08
Test No. 210-T426 FMVSS 207/210
Removable Driver Seat 2008 C/D American
Pict. No. 1 Test Set-up. Pre-Test.

Eldorado National Test Lab. 5/6/08
Test No. 210-T426 FMVSS 207/210
Removable Driver Seat 2008 C/D Amerivan
Pict. No. 2 Test indicators. At Load.





EIDorado National Test Lab. 5/6/08
Test No. 210-T426 FMVSS 207/210
Removable Driver Seat 2008 C/D American
Pict. No. 3 Corner view. Post-Test.



EIDorado National Test Lab. 5/6/08
Test No. 210-T426 FMVSS 207/210
Removable Driver Seat 2008 C/D American
Pict. No. 4 Side view. Post-Test.

**ELDORADO NATIONAL, KANSAS
1655 WALL STREET
SALINA, KS 67401**

**CHRYSLER / DODGE AMERIVAN
STATIONARY DRIVER SEAT**

**TEST CONDUCTED BY:
ELDORADO NATIONAL**

**DATE TEST CONDUCTED
September 4, 2009**

REPORT NO: 210-T484

PURPOSE: Perform a test on the 2009 Chrysler/Dodge Amerivan with stationary front outboard seat. The seat was tested to the requirements of FMVSS 210 and 207. The test was to verify the relocation of the modified seat belt anchor location to the OEM position.

SCOPE: This test is valid for all 2008 and forward Amerivans utilizing this floor design in the 2008 body style Chrysler and Dodge and Volkswagen Routan based Amerivans.

CONCLUSION: The described seat installation meets or exceeds the requirements of FMVSS 207/210 with seat belts attached to the seat frame, vehicle frame, and door pillars.

CRITERIA: Seats, when tested to the requirements of FMVSS 207/210 for seat belt anchorage, must withstand a load of 3000 lb. on the lap belt and 3000 lb. on the upper torso belt through an upper torso and a lap belt body block. If the seat belts are mounted to the seat frame, a load of 20 times the seat weight must be applied through the center of gravity of the seat simultaneously with the seat belt loading. The load must be applied within 30 seconds and held for 10 seconds. The seat belt loads are to be applied at an onset angle of 5° to 15° above horizontal. The seat load is applied horizontally.

TEST PROCEDURE: An increasing load was applied to the three load points until the required loads were reached. The loads were applied simultaneously within a 30-second period and held for 10 seconds. Onset angles were as prescribed.

SET-UP: A test seat was installed in the test vehicle using the OEM seat fasteners to attach the seat to the base. The seat was secured in the vehicle using 7/16-20 grade #5 bolts, nuts and washers. The lap and torso was combined into one load that was split using a pulley. The load applied was 6000 lbs, or 3000 lbs. per body block. A load cell was installed between the pulley and the hydraulic cylinders. The seat weighted 70 lbs., so a load of 1400 lbs. was applied through the center of gravity of the seat.

TEST RESULTS:

<u>Test Point</u>	<u>Req'd Load</u>	<u>Actual Load</u>	<u>Body Block Loads</u>	
			<u>Lap Belts</u>	<u>Torso Belt</u>
Seat CG	1400	1810		
Body Blocks	6000	6550	3275	3275

No failure of the seat belt anchor or surrounding structure was observed.

Pictures are attached – video available on request, tape no. E-09-02. A video clip of the weight indicators is filed with this report.

PREPARED BY: Ken Huser
Ken Huser, Technical Advisor

DATE: 14 OCT 09

CONDUCTED BY: Paul Small

WITNESSED BY: Mike Perry
Doug Jensen

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ELDORADO NATIONAL, KANSAS.

KH:djb

Kansas Department of Agriculture
 Weights & Measures Division
 P.O. Box 19282
 Topeka, KS 66619-0282
 Phone 785-862-2415

217392

SMALL SCALE TEST REPORT

FACILITY: Co / City / Fir / Telephone

Address or Name Change
 If checked →

OLD FACILITY: Co / City / Fir / Telephone

TYPE OF CONTACT (circle one)			
1	Serv. Co. Test	4	Quality Control
2	New Installation	5	Tech Check
3	Service Call	6	Compliance

ACTION TAKEN CODES			
1	Approved	4	Rejected-Spec
5	Taken Out of Service	6	Action Pending
3	Rejected		

DEVICE CATEGORY CODES			
11	Food	14	Dockage
12	Pet Food	15	Hardware/Nursery
13	Shipping	16	Propane

Name of Facility (Where devices are located) Eldorado National Location _____

Address _____ City Salina State _____ Zip Code _____

Contact Person _____ Phone _____ Test Date 1-09-09 Last Test Date _____

Serial #	Make	Model	Device Category	Capacity	Number of Scale Div.	Type Appr.	Mechanical	Accuracy Class	Tolerance Maint.	Test	Error as Found	A	R	Error as Left	Action Taken	Comments
<u>B 54142</u>	<u>Rice Lake</u>	<u>1Q355</u>	Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>15,000 lb X 216</u>	<u>7500</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Digital <input checked="" type="checkbox"/>	<u>III</u>	Accept <input type="checkbox"/>	Start on Zero	<u>0</u>			<u>0</u>	<u>1</u>	
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	20 d	<u>993</u>			<u>1000</u>		
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	500 d or 1/4 Cap						
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	1500 d or 1/2 Cap	<u>1996</u>			<u>2000</u>		
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	Shift Test	<u>2992</u>			<u>3000</u>		
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	2000 d or 3/4 Cap						
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	Capacity						
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	Decr. to 1500 d or 1/2 Cap	<u>2000</u>			<u>2000</u>		
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	1000 d						
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	500 d or 1/4 Cap	<u>1000</u>			<u>1000</u>		
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	Return to Zero				<u>0</u>		
			Commercial <input type="checkbox"/> Non-Commercial <input checked="" type="checkbox"/>	<u>X</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Digital <input type="checkbox"/>		Accept <input type="checkbox"/>	Action Taken	<u>1 2 3</u>			<u>1 2 3</u>		

Service Company (Print Name) _____ I.D. Number _____ Technician (Print Name) _____ I.D. Number _____

Owner/Operator (Signature) Jim Barber Technician (Signature) Brian Weaver Time In _____ Time Out _____

220958

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
Topeka, KS 66619-0282
Phone 785-862-2415

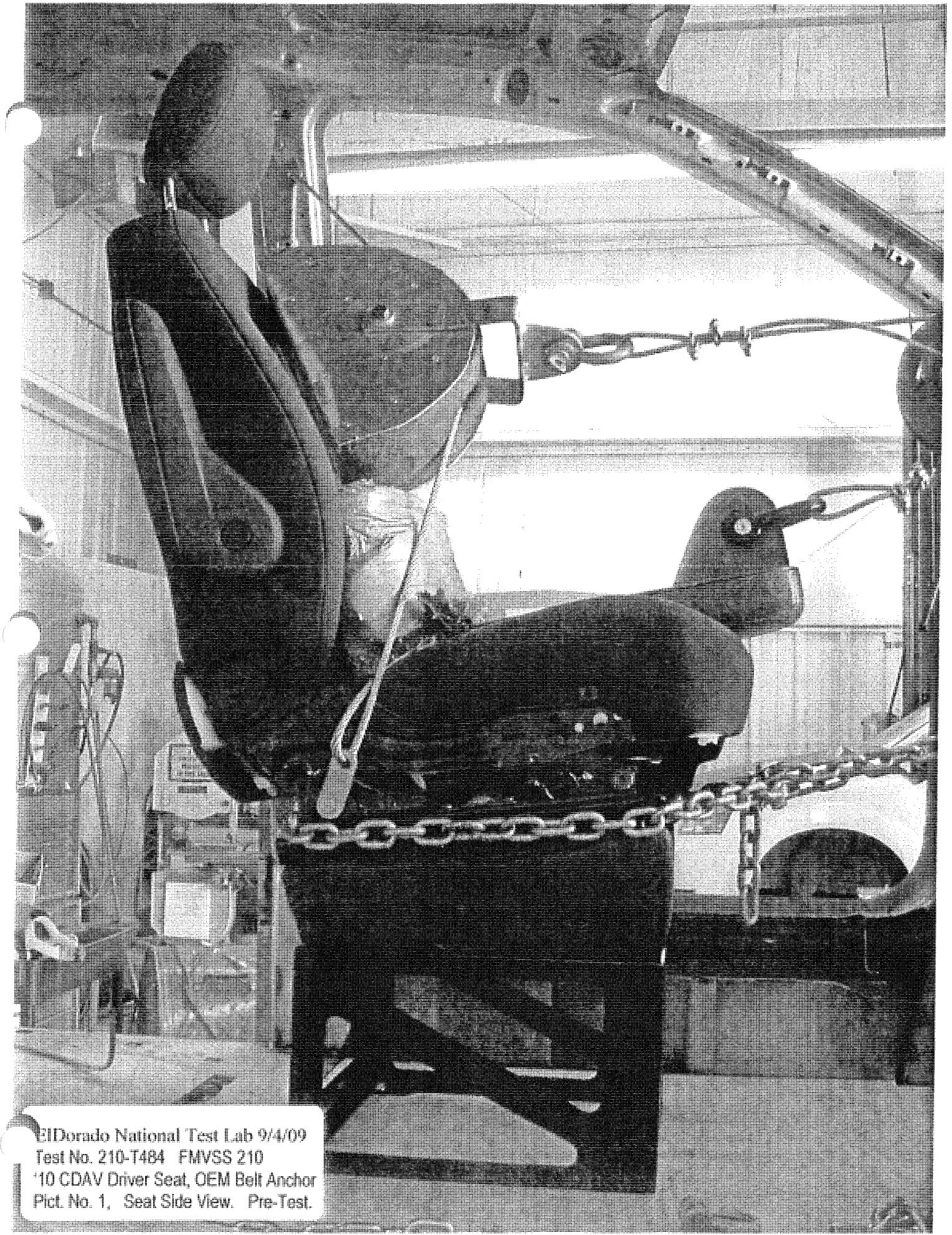
SMALL SCALE TEST REPORT

FACILITY: Co / City / Fir / Telephone
OLD FACILITY: Co / City / Fir / Telephone

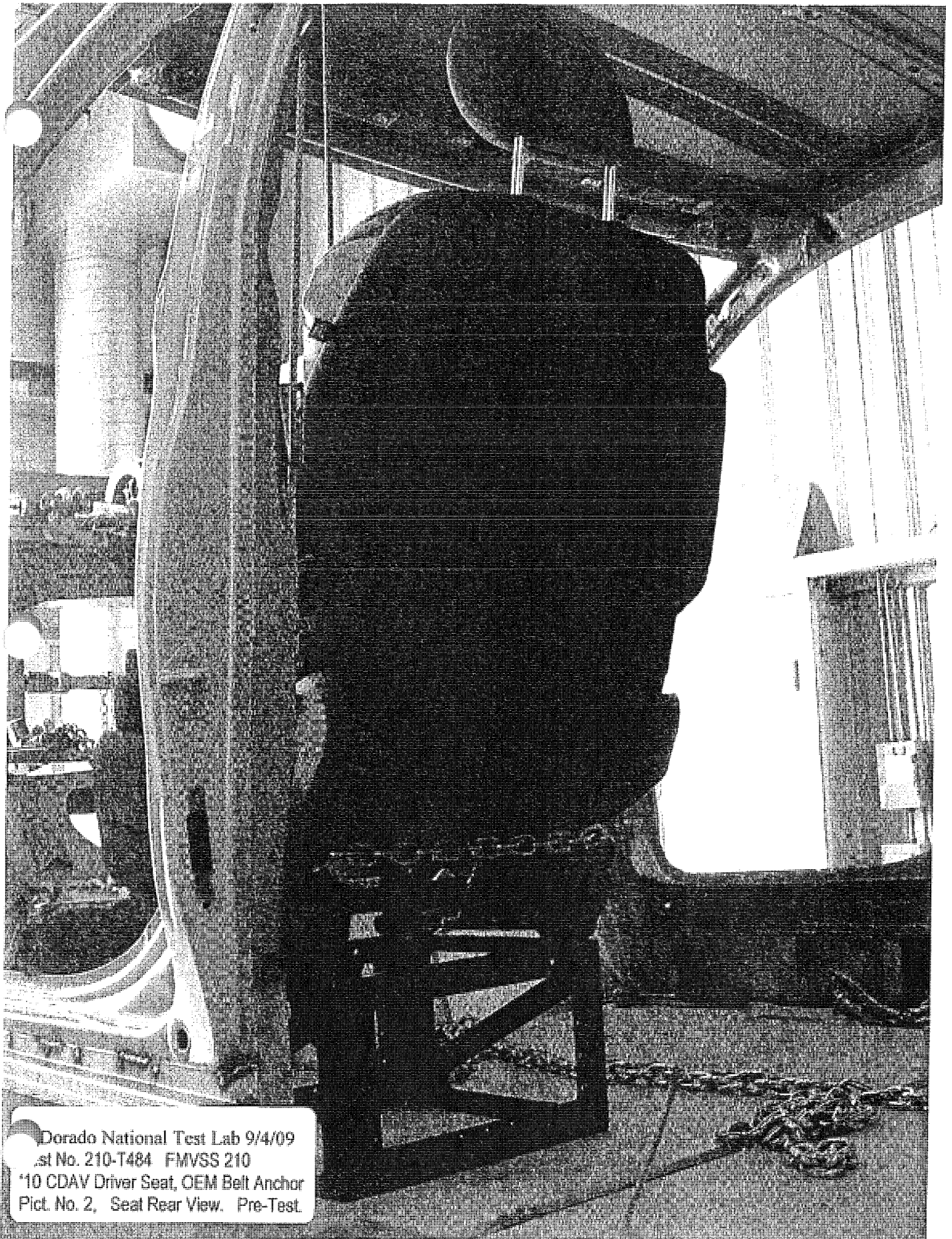
Address or Name Change
If checked ->

TYPE OF CONTACT (circle one)				ACTION TAKEN CODES				DEVICE CATEGORY CODES						
<input checked="" type="radio"/> 1 Serv. Co. Test	<input type="radio"/> 4 Quality Control	<input type="radio"/> 3 Rejected	<input type="radio"/> 6 Action Pending	<input type="radio"/> 11 Food	<input type="radio"/> 14 Dockage									
<input type="radio"/> 2 New Installation	<input type="radio"/> 5 Tech Check	<input type="radio"/> 4 Rejected-Spec	<input type="radio"/> 5 Taken Out of Service	<input type="radio"/> 12 Pat Food	<input type="radio"/> 15 Hardware/Nursery									
<input type="radio"/> 3 Service Call	<input type="radio"/> 6 Compliance	<input type="radio"/> 3 Rejected	<input type="radio"/> 6 Action Pending	<input type="radio"/> 13 Shipping	<input type="radio"/> 16 Propane									
Name of Facility (Where devices are located) Eldorado				Location										
Address				City Salina		State		Zip Code						
Contact Person Steve Baker				Phone		Test Date 3-13-09		Last Test Date						
Serial #	J 4943	Serial #	B 54143	Serial #										
Make	UMC	Make	Rice Lake	Make										
Model	UMC1502-1	Model	1Q1355	Model										
Device Category				Device Category				Device Category						
Commercial		Non-Commercial	X	Commercial		Non-Commercial	X	Commercial		Non-Commercial				
Capacity	3,000 x 1 lb	Capacity	19000 x 2 lb	Capacity	X									
Number of Scale Div.	3000	Number of Scale Div.	5000	Number of Scale Div.										
Type Appr.	Yes	No	X	Type Appr.	Yes	No	X	Type Appr.	Yes	No				
Mechanical		Digital	X	Mechanical		Digital	X	Mechanical		Digital				
Accuracy Class:				Accuracy Class:				Accuracy Class:						
Tolerance Maint.	X	Accept		Tolerance Maint.	X	Accept		Tolerance Maint.		Accept				
Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left
Start on Zero	0			0	Start on Zero	0	X			Start on Zero				
20 d					20 d	1000 lb				20 d				
500 d or 1/2 Cap	1000 -1			0	500 d or 1/2 Cap					500 d or 1/2 Cap				
1500 d or 1/2 Cap					1500 d or 1/2 Cap					1500 d or 1/2 Cap				
Shift Test	2000 -2			0	Shift Test	2000 lb	0	X		Shift Test				
2000 d or 1/2 Cap					2000 d or 1/2 Cap					2000 d or 1/2 Cap				
Capacity					Capacity	1000 lb	0	X		Capacity				
Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap				
1000 d	1000 lb -1			0	1000 d	1000 lb				1000 d				
500 d or 1/2 Cap					500 d or 1/2 Cap					500 d or 1/2 Cap				
Return to Zero	0			0	Return to Zero	0	X			Return to Zero				
Action Taken	- + ± 1 2 3			1	- + ± 1 2 3					- + ± 1 2 3				
Comments: 1/2 S/N X15230				Comments: 1/2 S/N H26347				Comments:						

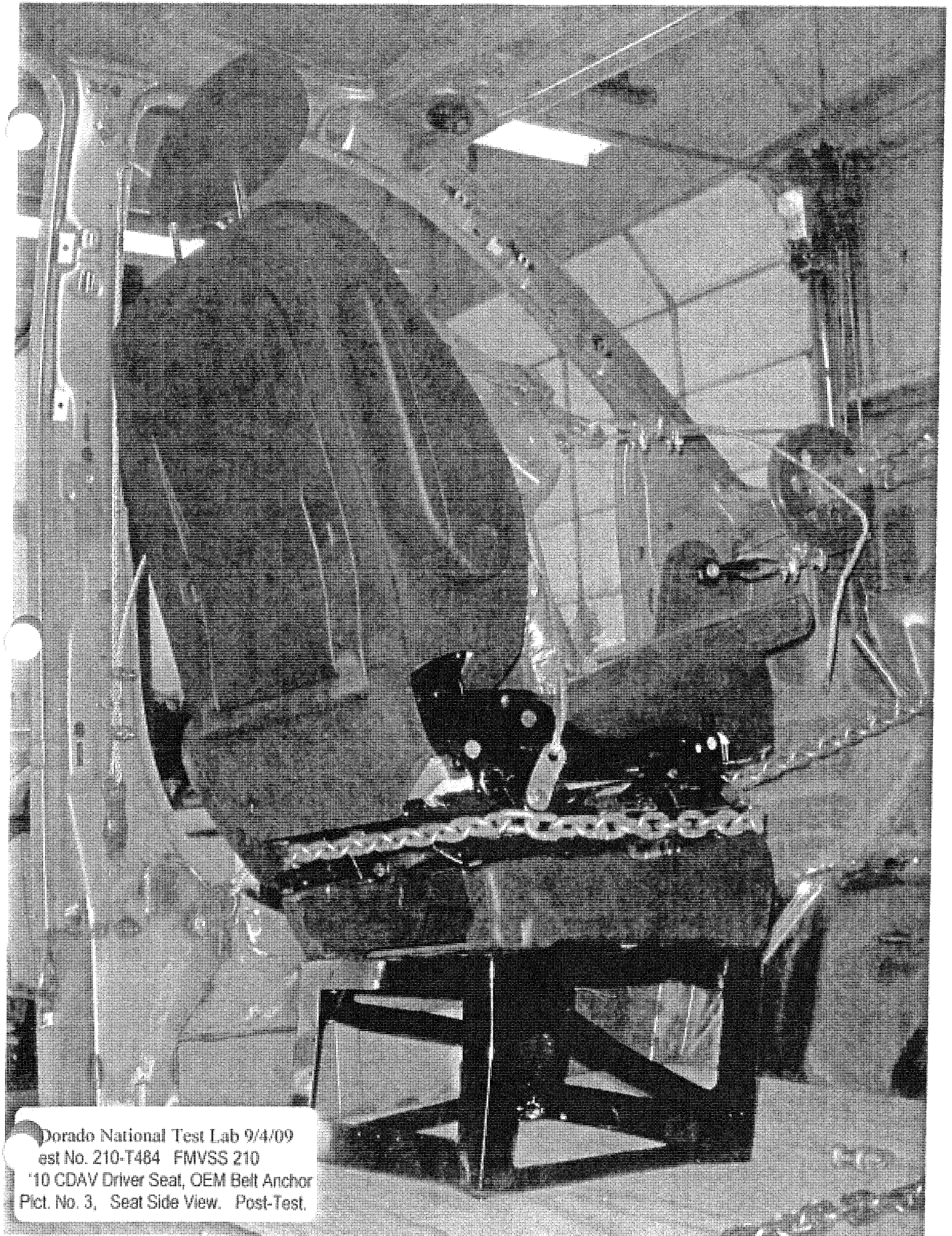
Service Company (Print Name) STEVE B BAKER I.D. Number _____ Technician (Print Name) _____ I.D. Number _____
 Owner/Operator (Signature) _____ Technician (Signature) Don Weaver Time In _____ Time Out _____



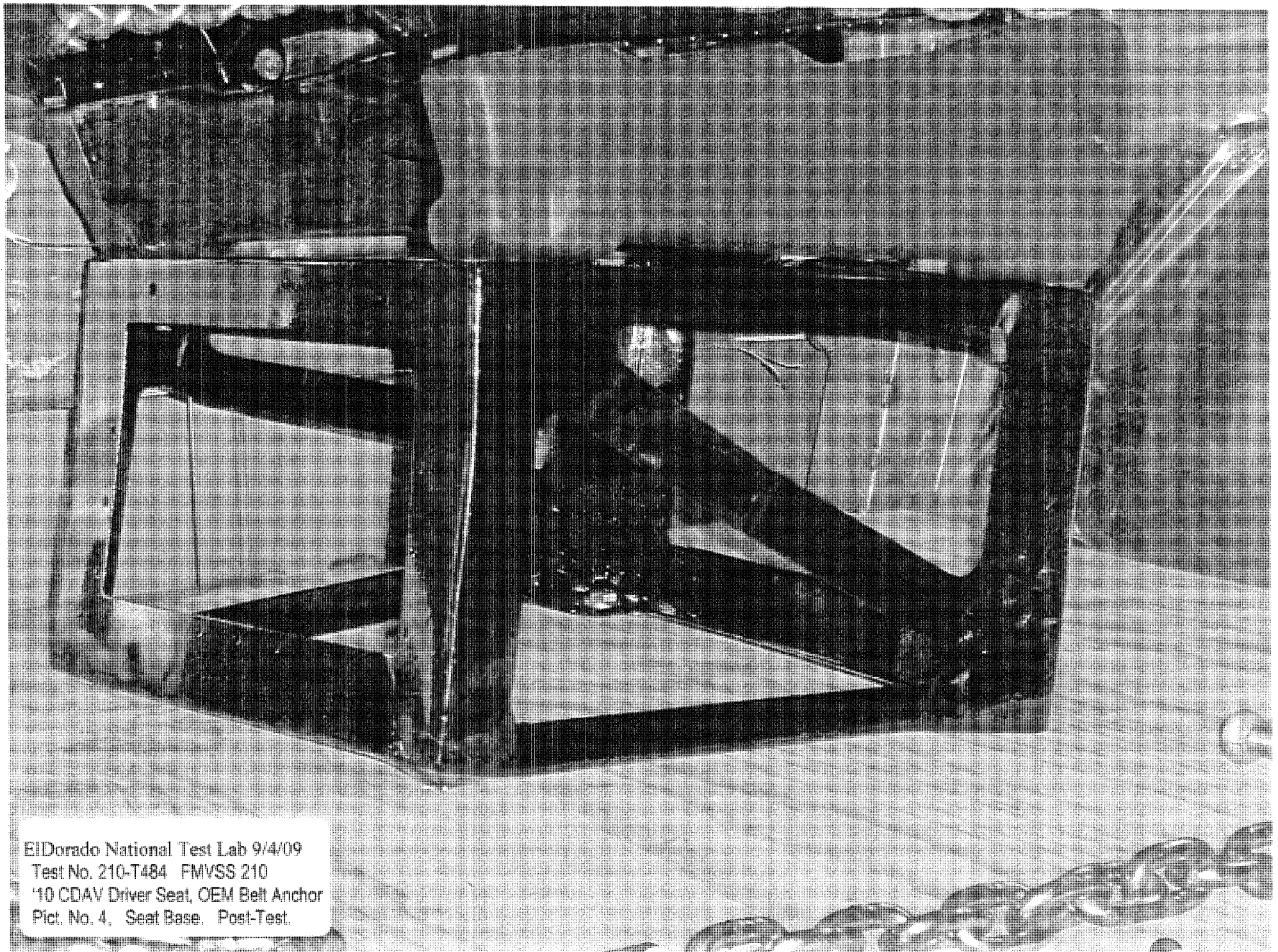
EIDorado National Test Lab 9/4/09
Test No. 210-T484 FMVSS 210
'10 CDAV Driver Seat, OEM Belt Anchor
Pict. No. 1, Seat Side View. Pre-Test.



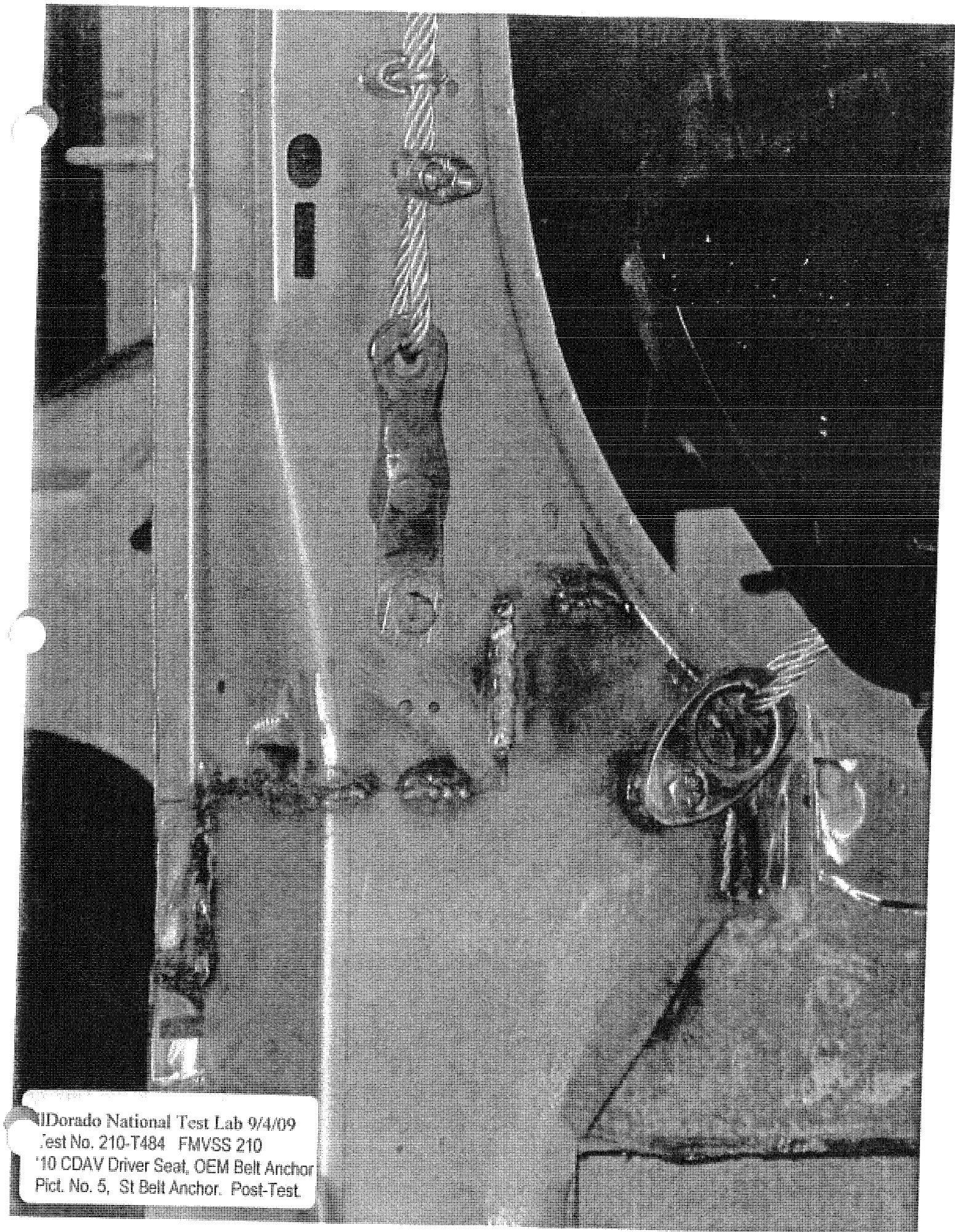
Dorado National Test Lab 9/4/09
Test No. 210-T484 FMVSS 210
'10 CDAV Driver Seat, OEM Belt Anchor
Pict. No. 2, Seat Rear View. Pre-Test.



Dorado National Test Lab 9/4/09
est No. 210-T484 FMVSS 210
'10 CDAV Driver Seat, OEM Belt Anchor
Pict. No. 3, Seat Side View. Post-Test.



EIDorado National Test Lab 9/4/09
Test No. 210-T484 FMVSS 210
'10 CDAV Driver Seat, OEM Belt Anchor
Pict. No. 4, Seat Base. Post-Test.



Dorado National Test Lab 9/4/09
Test No. 210-T484 FMVSS 210
'10 CDAV Driver Seat, OEM Belt Anchor
Pict. No. 5, St Belt Anchor. Post-Test.

**ELDORADO NATIONAL, KANSAS
1655 WALL STREET
SALINA, KS 67401**

**2010 CHRYSLER / DODGE AMERIVAN
REAR 2-PASSENGER SEAT**

**TEST CONDUCTED BY:
ELDORADO NATIONAL**

**DATE TEST CONDUCTED
September 8, 2009**

REPORT NO: 210-T485

PURPOSE: Perform a test on the 2008 Chrysler/Dodge Amerivan rear seats for seat belt anchorage utilizing the ENC designed seat base and mounts, and the GM OEM seats. The OEM seat with ENC modified seat base is mounted to the OEM floor.

SCOPE: This test is valid for all Amerivan conversions utilizing Chrysler and Dodge minivans with ENC designed seat bases and mounts and OEM suspension and fuel tank. Tests were conducted with the OEM rear seat.

CONCLUSION: The described seat mounting arrangement meets or exceeds the applicable requirements of FMVSS 207 and 210 for seat belt anchorage with the seat belts attached to the seat frame and vehicle structure in the normal arrangement.

CRITERIA: Seats and seat belts, when tested to the requirements of FMVSS 207/210 for seat belt anchorage, must withstand a load of 3000 lb. on the lap belt and 3000 lb. on the upper torso belt through an upper torso and a lap belt body block for type 2 seat belts. When seat belts are attached to the seat frame an additional load of 20 times the seat weight must be applied at the center of gravity of the seat, simultaneously with the seat belt loads. Seat belt loads must be applied at an onset angle 5° and 15°, within 30 seconds and held for 10 seconds. Seat loads are applied horizontally within the same time constraints.

TEST PROCEDURE: An increasing load was applied to the five load points until the required loads were applied. The loads were applied simultaneously at the prescribed onset angle. Loads were attained within 30 seconds and held for the required 10 seconds.

SET-UP: The OEM seat was mounted to the ENC seat base with 5/8-11 grade 5 fasteners and installed in the rear position of the van with the ENC designed seat base using 7/16-20 grade 5 bolts. Mounting holes were reinforced with 7/16 flat washers. The inboard seat and the outboard seat were fitted with type 2 seat belts. A hydraulic system was used to apply the loads. Load cells were placed between the cylinders and the body blocks. The lap and torso belt loads were combined onto one load of 6000 lbs., for each seating position tested. The seat weighed 58 lbs., so the seat load was determined to be 1160 lbs.

TEST RESULTS: The following shows the test loads required and actual loads reached for each test point:

<u>Test Point</u>	<u>Req'd Force</u>	<u>Test Load</u>
Outboard Combined Lap/Torso Belt	6000	6400
Center Combined Lap/Torso Belt	6000	6200
Load Seat	1160	1500

No failure of the seat, seat belt anchors or the surrounding area occurred.

Pictures are attached – video available on request, tape no. E-09-02. Film clips of load indicators filed with report.

PREPARED BY: Ken Huser
Ken Huser, Technical Advisor

DATE: 9 NOV 09

CONDUCTED BY: Paul Small

WITNESSED BY: Mike Perry
Shayne Green
Doug Jensen

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KH:djb

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217392

SMALL SCALE TEST REPORT

FACILITY: Co / Cty / Fir / Telephone

OLD FACILITY: Co / Cty / Fir / Telephone

Address or Name Change
If checked →

TYPE OF CONTACT (circle one)		
1	Serv. Co. Test	4 Quality Control
2	New Installation	5 Tech Check
3	Service Call	6 Compliance

ACTION TAKEN CODES	
1 Approved	4 Rejected-Spec
2 Rejected	5 Taken Out of Service
3 Rejected	6 Action Pending

DEVICE CATEGORY CODES	
11 Food	14 Dockage
12 Pet Food	15 Hardware/Nursery
13 Shipping	16 Propane

Name of Facility (Where devices are located) <i>Eldorado National</i>		Location	
Address		City <i>Salina</i>	State
Contact Person		Phone	Zip Code
		Test Date <i>1-09-09</i>	Last Test Date

Serial #	Make	Model	Device Category	Commercial	Non-Commercial	Capacity	Number of Scale Div.	Type Appr.	Mechanical	Digital	Accuracy Class	Tolerance Maint.	Accept	Test	Error as Found	A	R	Error as Left	Action Taken
<i>B54142</i>	<i>Rice Lake</i>	<i>1Q355</i>			<input checked="" type="checkbox"/>	<i>15,000 lb x 216</i>	<i>7500</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<i>III</i>			Start on Zero	<i>0</i>			<i>0</i>	
														20 d	<i>1000</i>			<i>993</i>	
														500 d or 1/2 Cap				<i>2000</i>	
														1500 d or 1/2 Cap	<i>2000</i>			<i>1996</i>	
														Shift Test	<i>3000</i>			<i>2992</i>	
														2000 d or 1/2 Cap					
														Capacity					
														Decr. to 1500 d or 1/2 Cap	<i>2000</i>			<i>2000</i>	
														1000 d					
														500 d or 1/2 Cap	<i>1000</i>			<i>100</i>	
														Return to Zero				<i>0</i>	
														Action Taken	<i>1</i>			<i>1</i>	

Service Company (Print Name)	I.D. Number	Technician (Print Name)	I.D. Number
Owner/Operator (Signature)	Technician (Signature)	Time In	Time Out

220958

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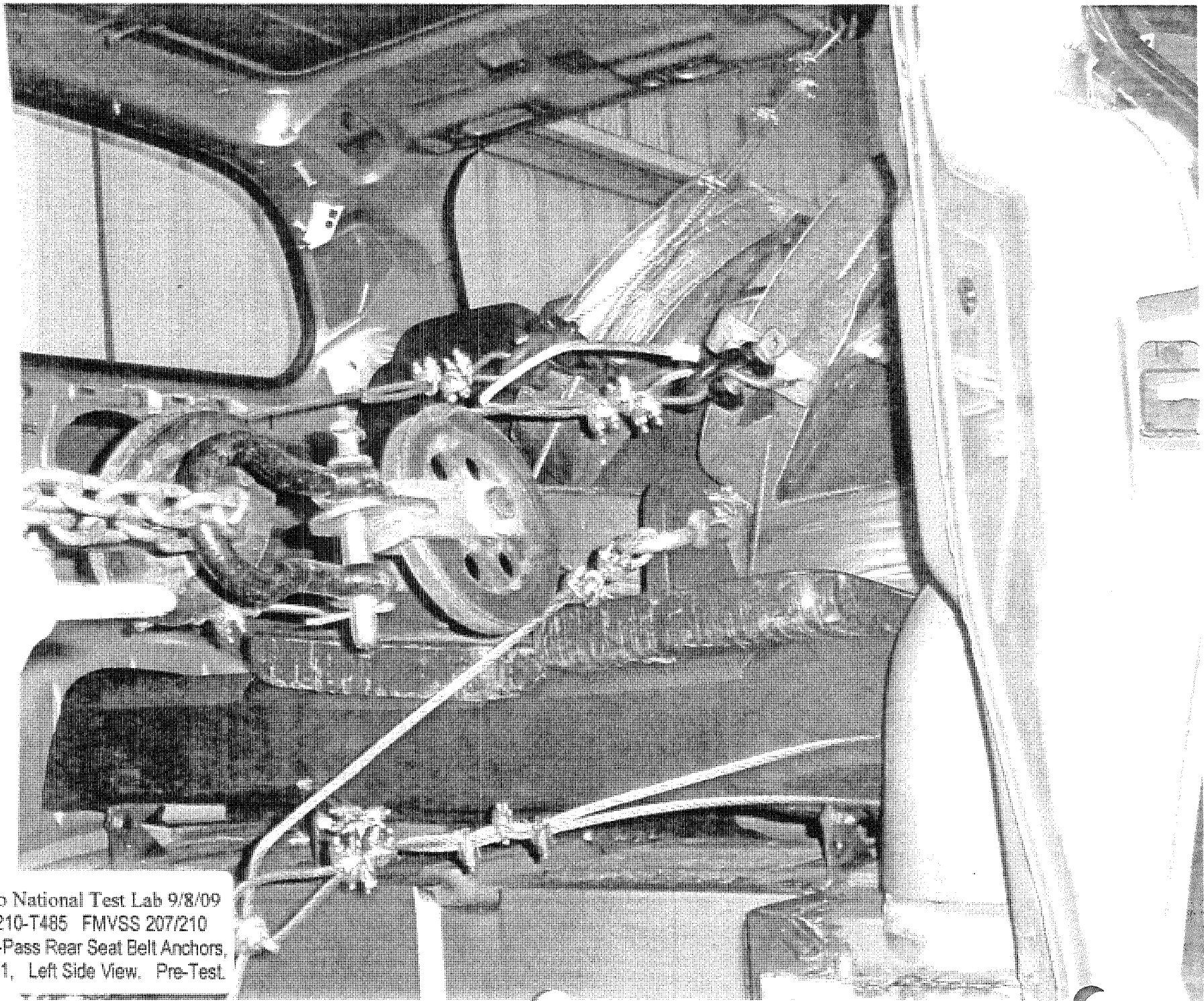
SMALL SCALE TEST REPORT

FACILITY: Co / Cty / Fir / Telephone
OLD FACILITY: Co / Cty / Fir / Telephone

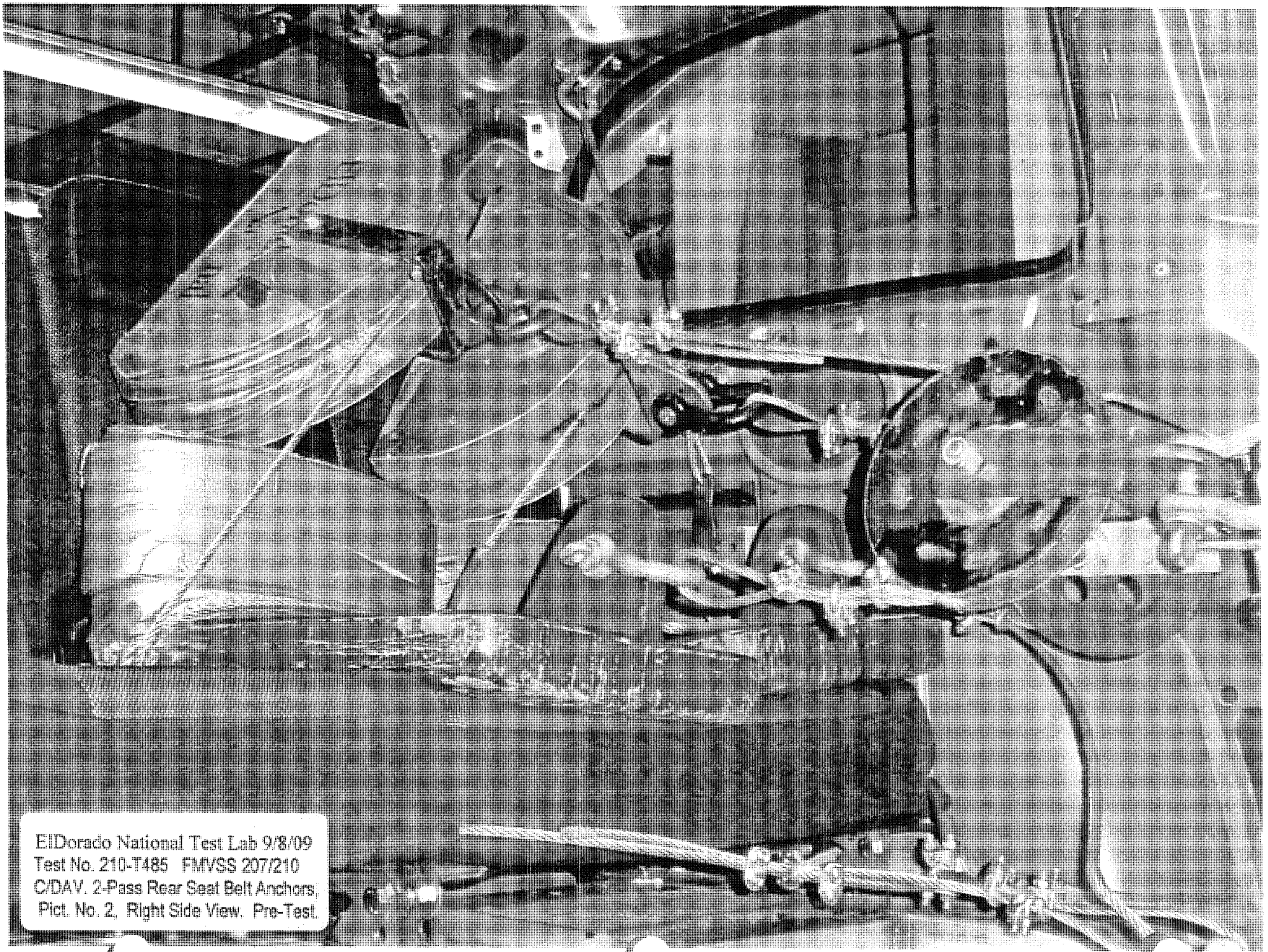
Address or Name Change
If checked →

TYPE OF CONTACT (circle one)				ACTION TAKEN CODES				DEVICE CATEGORY CODES									
<input checked="" type="radio"/> 1 Serv. Co. Test	<input type="radio"/> 2 New Installation	<input type="radio"/> 3 Service Call	<input type="radio"/> 4 Quality Control	<input type="radio"/> 5 Tech Check	<input type="radio"/> 6 Compliance	1 Approved	2 Rejected	3 Rejected	4 Rejected-Spec	5 Taken Out of Service	6 Action Pending	11 Food	12 Pot Food	13 Shipping	14 Dockage	15 Hardware/Nursery	16 Propane
Name of Facility (Where devices are located) Eldorado								Location									
Address								City Salina		State		Zip Code					
Contact Person Steve Baker								Phone		Test Date 3-13-09		Last Test Date					
Serial # J4943				Serial # B54143				Serial #									
Make UMC				Make Rice Lake				Make									
Model UMC1502-1				Model 1Q1355				Model									
Device Category				Device Category				Device Category									
Commercial		Non-Commercial		Commercial		Non-Commercial		Commercial		Non-Commercial		Commercial		Non-Commercial			
		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>											
Capacity 3,000 X 1 lb				Capacity 19000 X 2 lb				Capacity X									
Number of Scale Div. 3000				Number of Scale Div. 5000				Number of Scale Div.									
Type Appr.	Yes	No	<input checked="" type="checkbox"/>	Type Appr.	Yes	No	<input checked="" type="checkbox"/>	Type Appr.	Yes	No		Type Appr.	Yes	No			
Mechanical		Digital	<input checked="" type="checkbox"/>	Mechanical		Digital	<input checked="" type="checkbox"/>	Mechanical		Digital		Mechanical		Digital			
Accuracy Class:				Accuracy Class:				Accuracy Class:									
Tolerance Maint.		<input checked="" type="checkbox"/> Accept		Tolerance Maint.		<input checked="" type="checkbox"/> Accept		Tolerance Maint.		<input type="checkbox"/> Accept		Tolerance Maint.		<input type="checkbox"/> Accept			
Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left			
Start on Zero	0			0	Start on Zero	0	<input checked="" type="checkbox"/>			Start on Zero							
20 d					20 d 1000 lb					20 d							
500 d or 1/2 Cap	1000 -1			0	500 d or 1/2 Cap					500 d or 1/2 Cap							
1500 d or 1/2 Cap					1500 d or 1/2 Cap					1500 d or 1/2 Cap							
Shift Test	2000 -2			0	Shift Test 2000 lb	0	<input checked="" type="checkbox"/>			Shift Test							
2000 d or 1/2 Cap					2000 d or 1/2 Cap					2000 d or 1/2 Cap							
Capacity					Capacity 1000 lb	0	<input checked="" type="checkbox"/>			Capacity							
Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap							
1000 d	1000 lb -1			0	1000 d 1000 lb					1000 d							
500 d or 1/2 Cap					500 d or 1/2 Cap					500 d or 1/2 Cap							
Return to Zero	0			0	Return to Zero	0	<input checked="" type="checkbox"/>			Return to Zero							
Action Taken	- + ± 1 2 3			1	Action Taken	- + ± 1 2 3			1	Action Taken	- + ± 1 2 3			1			
Comments: 4/c S/N X15230				Comments: 4/c S/N H26347				Comments:									

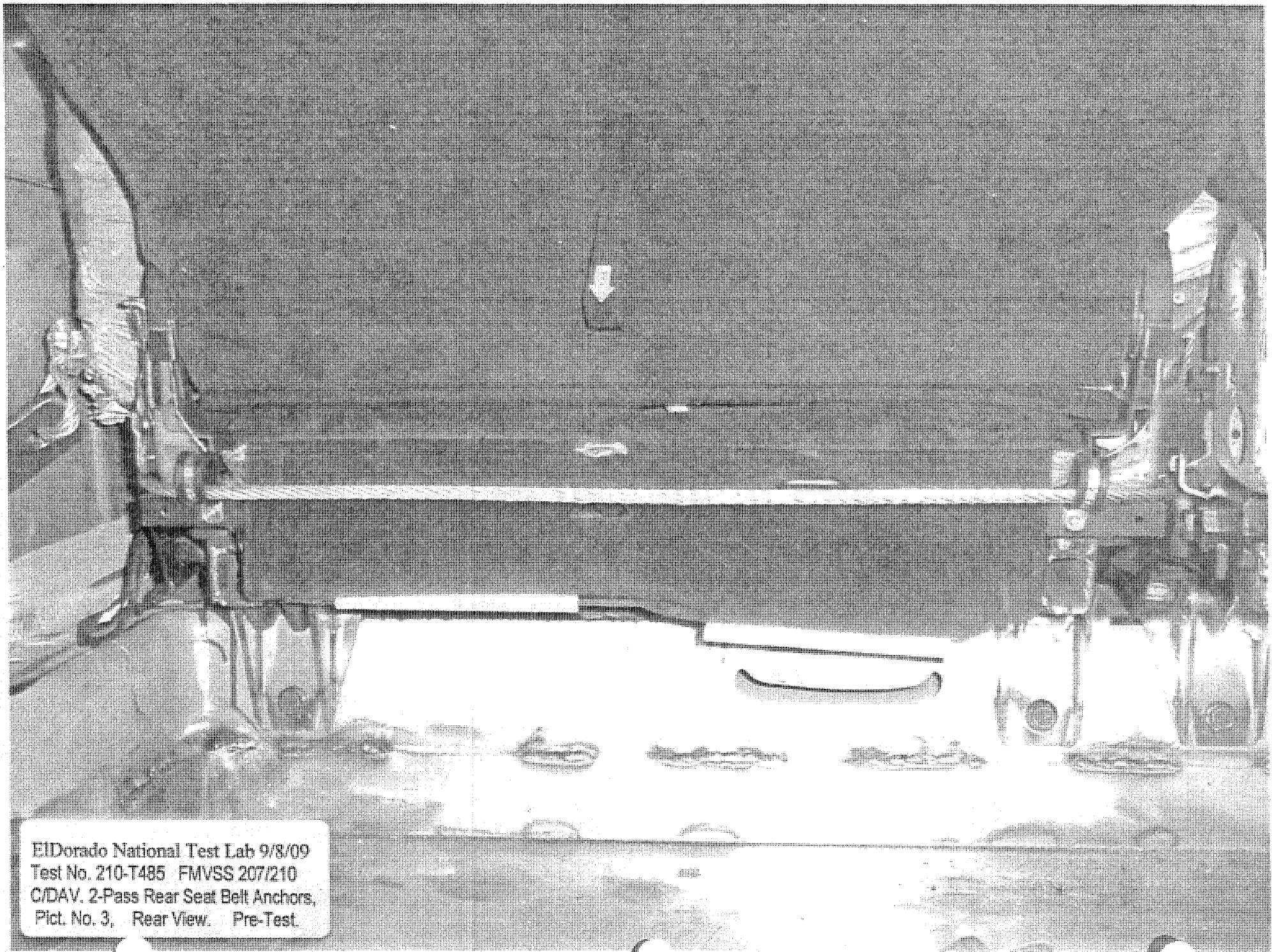
Service Company (Print Name) STEVE B BAKER I.D. Number _____ Technician (Print Name) _____ I.D. Number _____
Owner/Operator (Signature) _____ Technician (Signature) Don Weaver Time In _____ Time Out _____



EIDorado National Test Lab 9/8/09
Test No. 210-T485 FMVSS 207/210
C/DAV. 2-Pass Rear Seat Belt Anchors,
Pict. No. 1, Left Side View. Pre-Test.



EIDorado National Test Lab 9/8/09
Test No. 210-T485 FMVSS 207/210
C/DAV. 2-Pass Rear Seat Belt Anchors,
Pict. No. 2, Right Side View. Pre-Test.



EIDorado National Test Lab 9/8/09
Test No. 210-T485 FMVSS 207/210
C/DAV. 2-Pass Rear Seat Belt Anchors,
Pict. No. 3, Rear View. Pre-Test.

**ELDORADO NATIONAL, KANSAS
1655 WALL STREET
SALINA, KS 67401**

**2010 CHRYSLER / DODGE AMERIVAN SEAT
FMVSS 207/ 210**

**TEST CONDUCTED BY:
ELDORADO NATIONAL**

**DATE TEST CONDUCTED
September 10, 2009**

REPORT NO: 210-T487

PURPOSE: To test the Freedman 2-passenger BVS Foldaway seat to the requirements of FMVSS 207/210 for seats with Type 2 seat belts, in the Chrysler & Dodge Amerivan.

SCOPE: This test includes Freedman Model BVS foldaway 2-passenger seats mounted in the 2008 and forward Chrysler and Dodge Amerivan model accessible minivan with OEM full tank and OEM suspension, manufactured at the Salina, Ks facility.

CONCLUSION: The Freedman Model BVS foldaway 2-passenger seat meets the requirements of FMVSS 207/210 with seat belts mounted to the seat frame and vehicle interior.

CRITERIA: Seats, when tested to the requirements of FMVSS 207/210, must withstand a load of 3000 lb. on the lap belt and a load of 3000 lb. on the upper torso belt for both passengers. When the seat belts are mounted to the seat frame, a load of 20 times the seat weight must be pulled through the center of gravity of the seat, simultaneously with the seat belt loading. The load must be applied within 30 seconds and held for 10 seconds. The seat belt loads are to be applied at an onset angle of 5° to 15° above horizontal, the seat load is applied horizontally. The seat weighed 78 lbs. so a load of 1560 lbs. was pulled at the center of gravity of the seat.

TEST PROCEDURE: Type 2 seat belts are attached to the seat frame and the vehicle upper body in the normal locations. Body blocks were installed in the seat belts and attached to hydraulic cylinders. A load cell was located between the cylinders and the body blocks and between the cylinder and the seat center of gravity. The load was applied using a hydraulic power unit that pulled all loads simultaneously.

SET-UP: The test seat was installed on an Amerivan floor utilizing two (2) 7/16"-20 UNF Grade #8 fasteners in the rear holes of the seat and two (2) 7/16"-20 UNF Grade #8 fasteners in the front mounting holes. At the top and bottom of the fasteners, 7/16" fender washers were used. Lap and shoulder belt loads for each seat were combined into one pull due to equipment limitations. The seat mounting bolts were installed at cross members. Flooring was 3/8" plywood.

TEST RESULTS: The following summarizes the actual loads applied to the seat belts and seat C.G.

<u>Location</u>	<u>Req'd Load</u>	<u>Load</u>
Belt Position #1	6000	6170
Belt Position #2	6000	6280
Seat C.G.	1560	1720
	Total	14170

The loads were applied within the time constraints and held for 10 seconds. Onset pull angle was as specified. Deformation of the seat frame was observed, but no failures or separation of the securement anchor system occurred.

COMMENTS: Deformation at the vehicle floor was noted. Video tape E-09-03. See attached pictures. Film clips of indicators are filed with the report.

PREPARED BY: *Ken Huser* DATE: 19 NOV 09
Ken Huser, Technical Advisor

CONDUCTED BY: Doug Jensen & Paul Small
WITNESSED BY: Mike Perry

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KH:djb

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
Topeka, KS 66619-0282
Phone 785-862-2415

217392

SMALL SCALE TEST REPORT

FACILITY: _____ / _____ / _____ / _____ Telephone

Address or Name Change
If checked =>

OLD FACILITY: _____ / _____ / _____ / _____ Telephone

TYPE OF CONTACT (circle one)		ACTION TAKEN CODES				DEVICE CATEGORY CODES					
1	Serv. Co. Test	4	Quality Control	1	Approved	4	Rejected-Spec	11	Food	14	Dockage
2	New Installation	5	Tech Check	3	Rejected	5	Taken Out of Service	12	Pet Food	15	Hardware/Nursery
3	Service Call	6	Compliance	6	Action Pending	13	Shipping	16	Propane		

Name of Facility (Where devices are located) Eldorado National Location _____

Address _____ City Salina State _____ Zip Code _____

Contact Person _____ Phone _____ Test Date 1-09-09 Last Test Date _____

Serial #	Make	Model	Device Category	Commercial	Non-Commercial	Capacity	Number of Scale Div.	Type Appr.	Yes	No	Mechanical	Digital	Accuracy Class	Tolerance Maint.	Accept	Test	Error as Found	A	R	Error as Left
<u>B 54142</u>	<u>Rice Lake</u>	<u>1Q355</u>			<input checked="" type="checkbox"/>	<u>15,000 lb X @ 2 lb</u>	<u>7500</u>	Yes		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<u>III</u>			Start on Zero	<u>0</u>			<u>0</u>
								No	<input checked="" type="checkbox"/>							20 d	<u>1000</u>			<u>1000</u>
																500 d or 1/4 Cap				
																1500 d or 1/2 Cap	<u>2000</u>			<u>2000</u>
																Shift Test	<u>3000</u>			<u>3000</u>
																2000 d or 3/4 Cap				
																Capacity				
																Decr. to 1500 d or 1/2 Cap	<u>2000</u>			<u>2000</u>
																1000 d				
																500 d or 1/4 Cap	<u>1000</u>			<u>1000</u>
																Return to Zero				<u>0</u>
																Action Taken	<u>1</u>			<u>1</u>
																Comments:				

Service Company (Print Name) _____ I.D. Number _____ Technician (Print Name) _____ I.D. Number _____

Owner/Operator (Signature) [Signature] Technician (Signature) [Signature] Time In _____ Time Out _____

220958

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
peka, KS 66619-0282
phone 785-862-2415

SMALL SCALE TEST REPORT

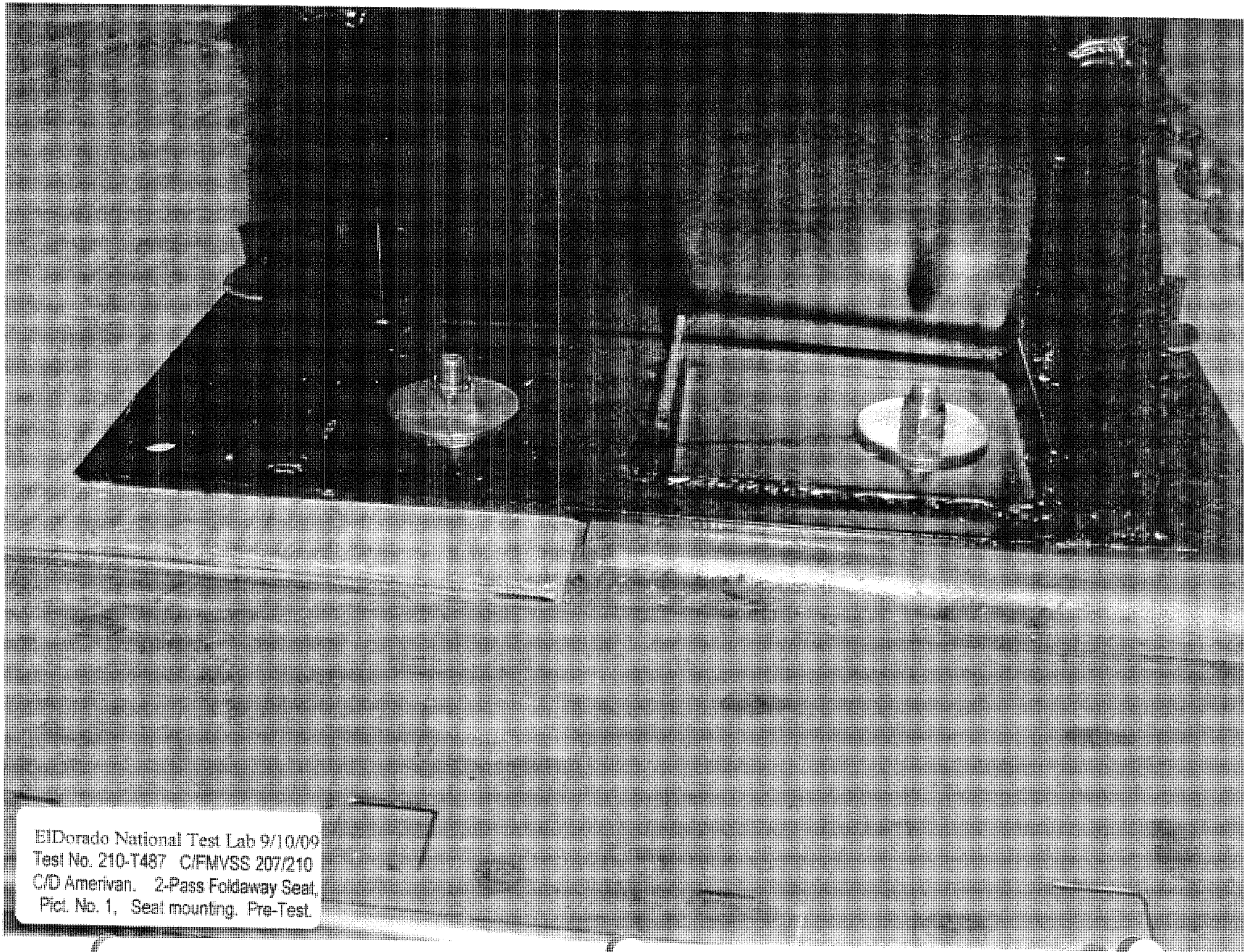
FACILITY: _____/_____/_____/_____
Co City Fir Telephone

Address or Name Change
If checked →

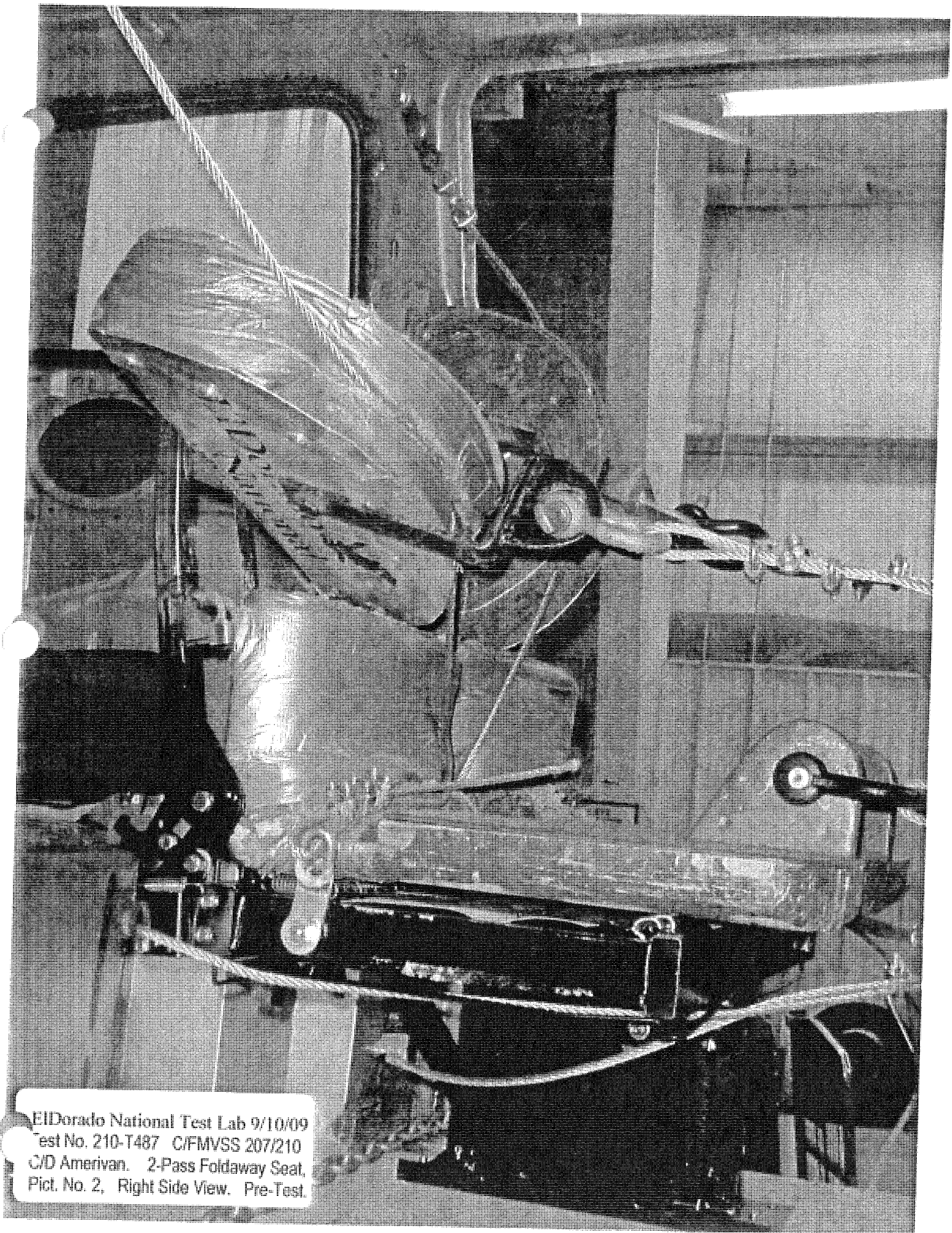
OLD FACILITY: _____/_____/_____/_____
Co City Fir Telephone

TYPE OF CONTACT (circle one)				ACTION TAKEN CODES				DEVICE CATEGORY CODES										
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Name of Facility (Where devices are located) Eldorado								Location										
Address								City Salina		State		Zip Code						
Contact Person Steve Baker								Phone		Test Date 3-13-09		Last Test Date						
Serial # J 4943				Serial # B 54143				Serial #										
Make UMC				Make Rice Lake				Make										
Model UMC1502-1				Model 1Q1355				Model										
Device Category				Device Category				Device Category										
Commercial		Non-Commercial		Commercial		Non-Commercial		Commercial		Non-Commercial								
		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>								
Capacity 3,000 x 1 lb				Capacity 19000 x 2 lb				Capacity X										
Number of Scale Div. 3000				Number of Scale Div. 5000				Number of Scale Div.										
Type Appr. Yes		No		Type Appr. Yes		No		Type Appr. Yes		No								
		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>												
Mechanical		Digital		Mechanical		Digital		Mechanical		Digital								
		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>												
Accuracy Class:				Accuracy Class:				Accuracy Class:										
Tolerance Maint.		Accept		Tolerance Maint.		Accept		Tolerance Maint.		Accept								
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>								
Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left				
Start on Zero	0			0	Start on Zero	0	<input checked="" type="checkbox"/>			Start on Zero								
20 d					20 d 14x1b					20 d								
500 d or 1/2 Cap	1000 -1			0	500 d or 1/2 Cap					500 d or 1/2 Cap								
1500 d or 1/2 Cap					1500 d or 1/2 Cap					1500 d or 1/2 Cap								
Shift Test	2000 -2			0	Shift Test 2000lb	0	<input checked="" type="checkbox"/>			Shift Test								
2000 d or 1/2 Cap					2000 d or 1/2 Cap					2000 d or 1/2 Cap								
Capacity					Capacity 1000lb	0	<input checked="" type="checkbox"/>			Capacity								
Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap								
1000 d	1201b -1			0	1000 d 1000lb					1000 d								
500 d or 1/2 Cap					500 d or 1/2 Cap					500 d or 1/2 Cap								
Return to Zero	0			0	Return to Zero	0				Return to Zero								
Action Taken	- + ± 1 2 3			- + ± 1 2 3	Action Taken	- + ± 1 2 3			- + ± 1 2 3	Action Taken	- + ± 1 2 3			- + ± 1 2 3				
Comments: 1/2 S/N X15230				Comments: 1/2 S/N H26347				Comments:										

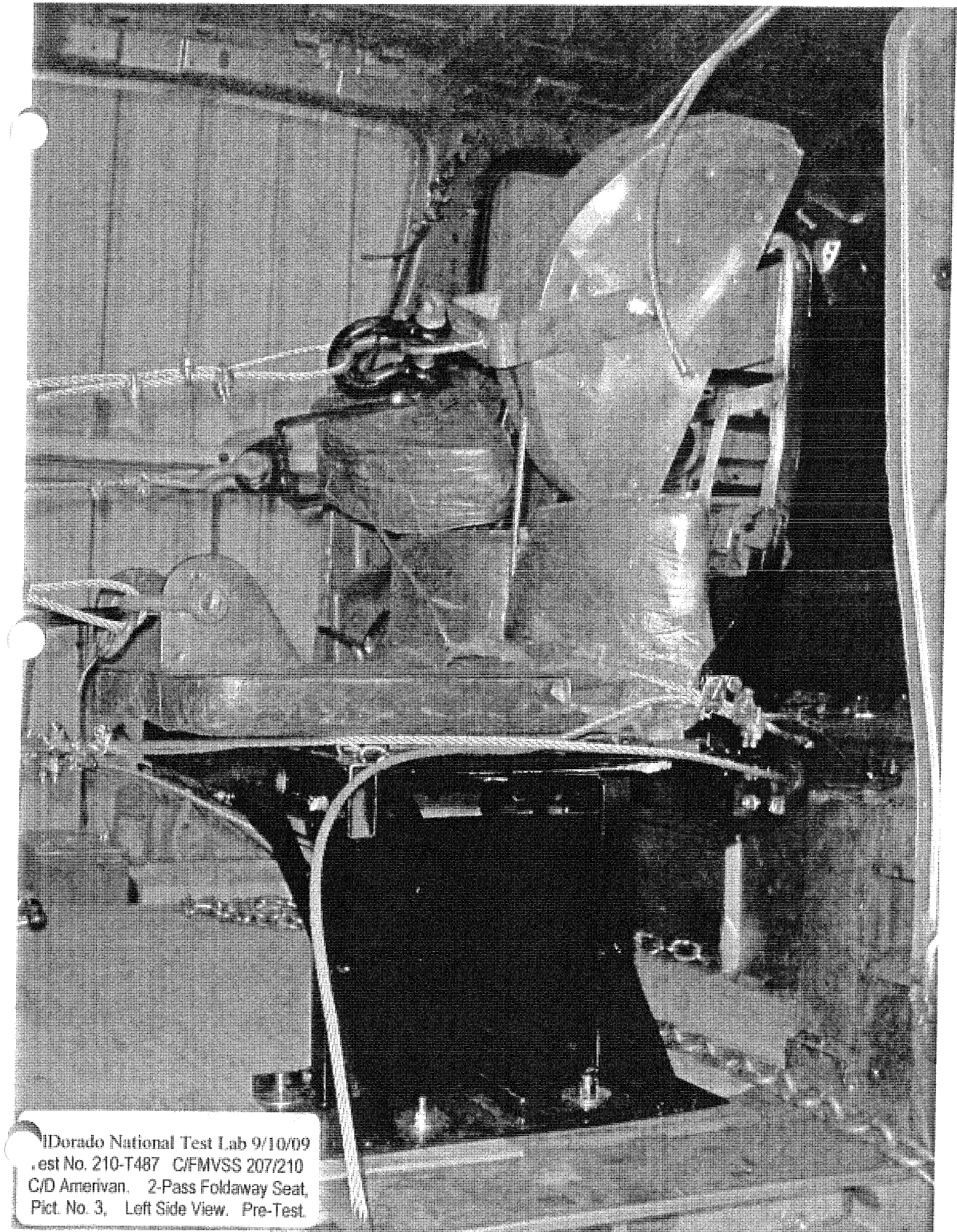
Service Company (Print Name) STEVE B BAKER I.D. Number _____ Technician (Print Name) _____ I.D. Number _____
Owner/Operator (Signature) _____ Technician (Signature) Steve Baker Time In _____ Time Out _____



EIDorado National Test Lab 9/10/09
Test No. 210-T487 C/FMVSS 207/210
C/D Amerivan. 2-Pass Foldaway Seat,
Pict. No. 1, Seat mounting. Pre-Test.



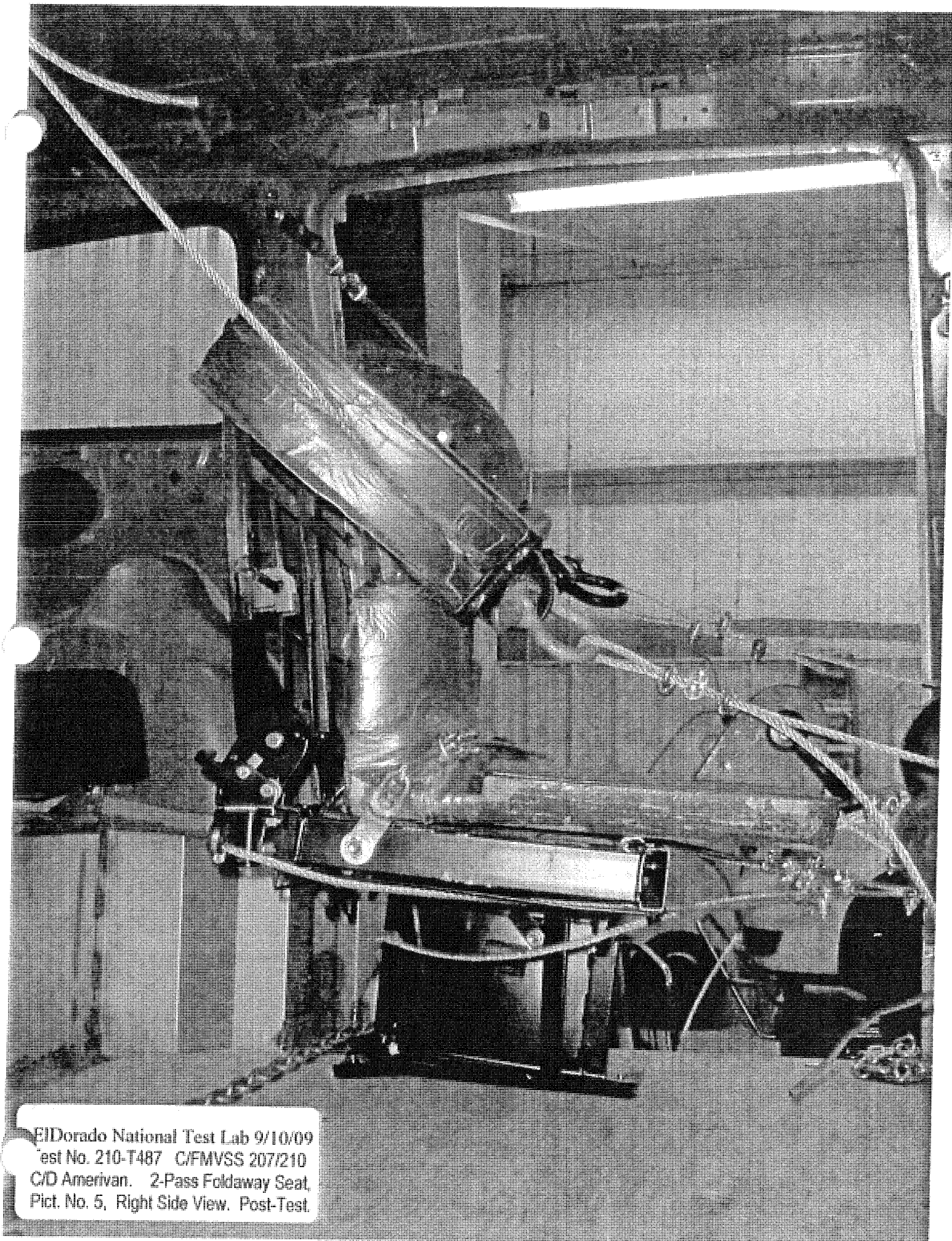
EIDorado National Test Lab 9/10/09
Test No. 210-T487 C/FMVSS 207/210
C/D American. 2-Pass Foldaway Seat.
Pict. No. 2, Right Side View. Pre-Test.



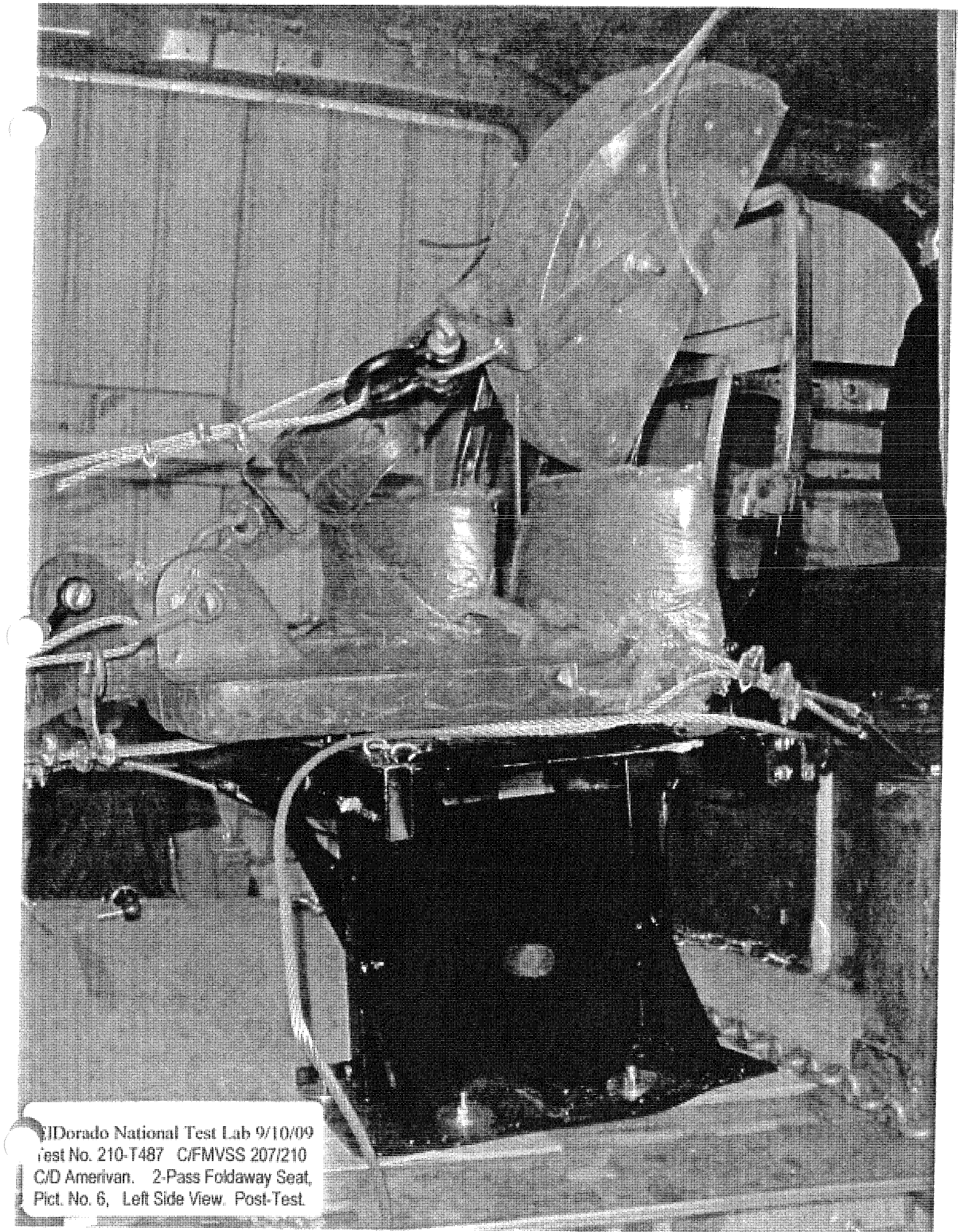
MIDorado National Test Lab 9/10/09
Test No. 210-T487 C/FMVSS 207/210
C/D American. 2-Pass Foldaway Seat,
Pict. No. 3, Left Side View. Pre-Test.



EIDorado National Test Lab 9/10/09
Test No. 210-T487 C/FMVSS 207/210
C/D Amerivan. 2-Pass Foldaway Seat,
Pict. No. 4, Seat mounting. Post-Test.



EIDorado National Test Lab 9/10/09
Test No. 210-T487 C/FMVSS 207/210
C/D Amerivan. 2-Pass Foldaway Seat,
Pict. No. 5, Right Side View. Post-Test.



Dorado National Test Lab 9/10/09
Test No. 210-T487 C/FMVSS 207/210
C/D American. 2-Pass Foldaway Seat,
Pict. No. 6, Left Side View. Post-Test.

**ELDORADO NATIONAL, KANSAS
1655 WALL STREET
SALINA, KS 67401**

**2010 CHRYSLER / DODGE AMERIVAN
SINGLE PASSENGER REAR SEAT**

**TEST CONDUCTED BY:
ELDORADO NATIONAL**

**DATE TEST CONDUCTED
September 8, 2009**

REPORT NO: 210-T490

PURPOSE: Perform a test on the 2008 Chrysler/Dodge Amerivan single rear seat for seat belt anchorage utilizing the ENC designed seat base and mounts, and the Chrysler OEM seat. The OEM seat with ENC modified seat base is mounted to the OEM floor.

SCOPE: This test is valid for all 2008 and forward Amerivan conversions utilizing Chrysler and Dodge minivans with ENC designed seat base and mount and OEM suspension and fuel tank. Tests were conducted with the OEM rear seat.

CONCLUSION: The described seat mounting arrangement meets or exceeds the applicable requirements of FMVSS 207 and 210 for seat belt anchorage with the seat belts attached to the seat frame and vehicle structure in the normal arrangement.

CRITERIA: Seats and seat belts, when tested to the requirements of FMVSS 207/210 for seat belt anchorage, must withstand a load of 3000 lb. on the lap belt and 3000 lb. on the upper torso belt through an upper torso and a lap belt body block for type 2 seat belts. When seat belts are attached to the seat frame an additional load of 20 times the seat weight must be applied at the center of gravity of the seat, simultaneously with the seat belt loads. Seat belt loads must be applied at an onset angle 5° and 15°, within 30 seconds and held for 10 seconds. Seat loads are applied horizontally within the same time constraints.

TEST PROCEDURE: An increasing load was applied to the three load points until the required loads were applied. The loads were applied simultaneously at the prescribed onset angle. Loads were attained within 30 seconds and held for the required 10 seconds.

SET-UP: The OEM seat was mounted to the ENC seat base with 5/8-11 grade 5 fasteners and installed in the rear position of the van with the ENC designed seat base using 7/16-20 grade 5 bolts. Mounting holes were reinforced with 7/16 flat washers. The seat was fitted with a type 2 seat belt. A hydraulic system was used to apply the loads. Load cells were placed between the cylinders and the body blocks. The seat weighed 36 lbs., so the seat load was determined to be 720 lbs.

TEST RESULTS: The following shows the test loads required and actual loads reached for each test point:

<u>Test Point</u>	<u>Req'd Force</u>	<u>Test Load</u>
Outboard Combined Lap/Torso Belt	3000	3188
Center Combined Lap/Torso Belt	3000	3216
Load Seat	720	900

No failure of the seat, seat belt anchors or the surrounding area occurred.

Pictures are attached – video available on request, tape no. E-09-02.

PREPARED BY: Ken Huser
Ken Huser, Technical Advisor

DATE: 10 NOV 09

CONDUCTED BY: Paul Small

WITNESSED BY: Mike Perry
Doug Jensen

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ELDORADO NATIONAL, KANSAS.

KH:djb

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
Topeka, KS 66619-0282
Phone 785-862-2415

217392
SMALL SCALE TEST REPORT

FACILITY: _____ / _____ / _____ / _____ Telephone
Co / Cty / Fir / Telephone
OLD FACILITY: _____ / _____ / _____ / _____ Telephone
Co / Cty / Fir / Telephone

Address or Name Change
If checked →

TYPE OF CONTACT (circle one)				ACTION TAKEN CODES				DEVICE CATEGORY CODES						
1	Serv. Co. Test	4	Quality Control	1	Approved	4	Rejected-Spec	11	Food	14	Dockage			
2	New Installation	5	Tech Check	2	Rejected	5	Taken Out of Service	12	Pet Food	15	Hardware/Nursery			
3	Service Call	6	Compliance	3	Rejected	6	Action Pending	13	Shipping	16	Propane			
Name of Facility (Where devices are located)						Location								
Eldorado National						City Salina								
Address						State		Zip Code						
Contact Person						Phone		Test Date		Last Test Date				
1-09-09														
Serial #	B 54142	Serial #		Serial #		Serial #		Serial #		Serial #				
Make	Rice Lake	Make		Make		Make		Make		Make				
Model	IQ355	Model		Model		Model		Model		Model				
Device Category				Device Category				Device Category						
Commercial		Non-Commercial		Commercial		Non-Commercial		Commercial		Non-Commercial				
		X				X				X				
Capacity 15,000 lb X 216 d				Capacity X d				Capacity X d						
Number of Scale Div. 7500				Number of Scale Div.				Number of Scale Div.						
Type Appr. Yes		No		Type Appr. Yes		No		Type Appr. Yes		No				
X				X				X						
Mechanical		Digital		Mechanical		Digital		Mechanical		Digital				
		X				X				X				
Accuracy Class: III				Accuracy Class:				Accuracy Class:						
Tolerance Maint.		Accept		Tolerance Maint.		Accept		Tolerance Maint.		Accept				
Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left
Start on Zero	0			0	Start on Zero					Start on Zero				
20 d	1000	998		1000	20 d					20 d				
500 d or 1/4 Cap					500 d or 1/4 Cap					500 d or 1/4 Cap				
1500 d or 1/2 Cap	2000	1996		2000	1500 d or 1/2 Cap					1500 d or 1/2 Cap				
Shift Test	3000	2992		3000	Shift Test					Shift Test				
2000 d or 3/4 Cap					2000 d or 3/4 Cap					2000 d or 3/4 Cap				
Capacity					Capacity					Capacity				
Decr. to 1500 d or 1/2 Cap	2000			2000	Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap				
1000 d					1000 d					1000 d				
500 d or 1/4 Cap	1000			1000	500 d or 1/4 Cap					500 d or 1/4 Cap				
Return to Zero				0	Return to Zero					Return to Zero				
Action Taken	- + ±			- + ±	Action Taken	- + ±			- + ±	Action Taken	- + ±			- + ±
	1 2 3			1 2 3		1 2 3			1 2 3		1 2 3			1 2 3
Comments:				Comments:				Comments:						

Service Company (Print Name) _____ I.D. Number _____ Technician (Print Name) _____ I.D. Number _____
 Owner/Operator (Signature) Jim Barber Technician (Signature) Jim Weaver Time In _____ Time Out _____

220958

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
Topeka, KS 66619-0282
Phone 785-862-2415

SMALL SCALE TEST REPORT

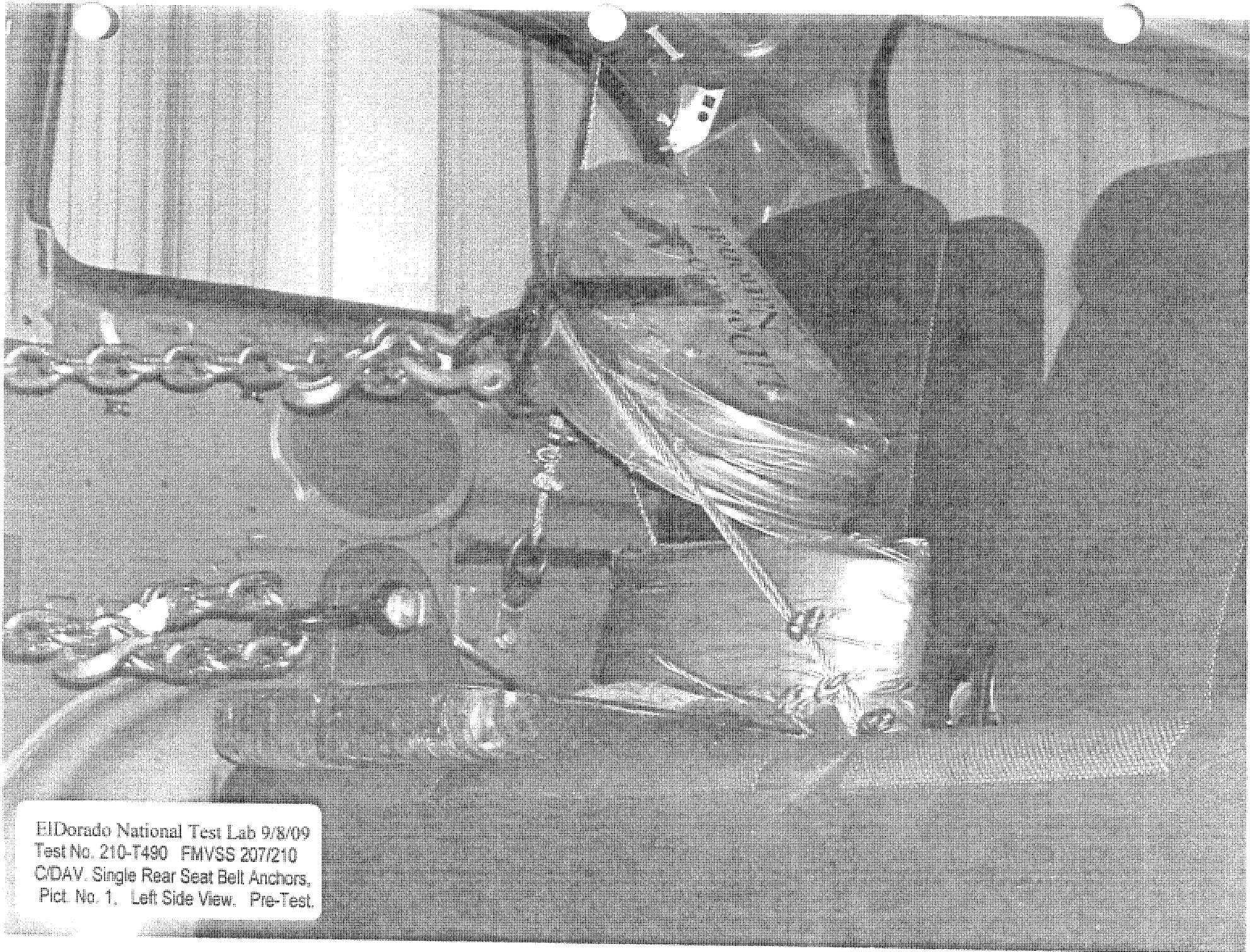
FACILITY: Co / City / Fir / Telephone

Address or Name Change
If checked →

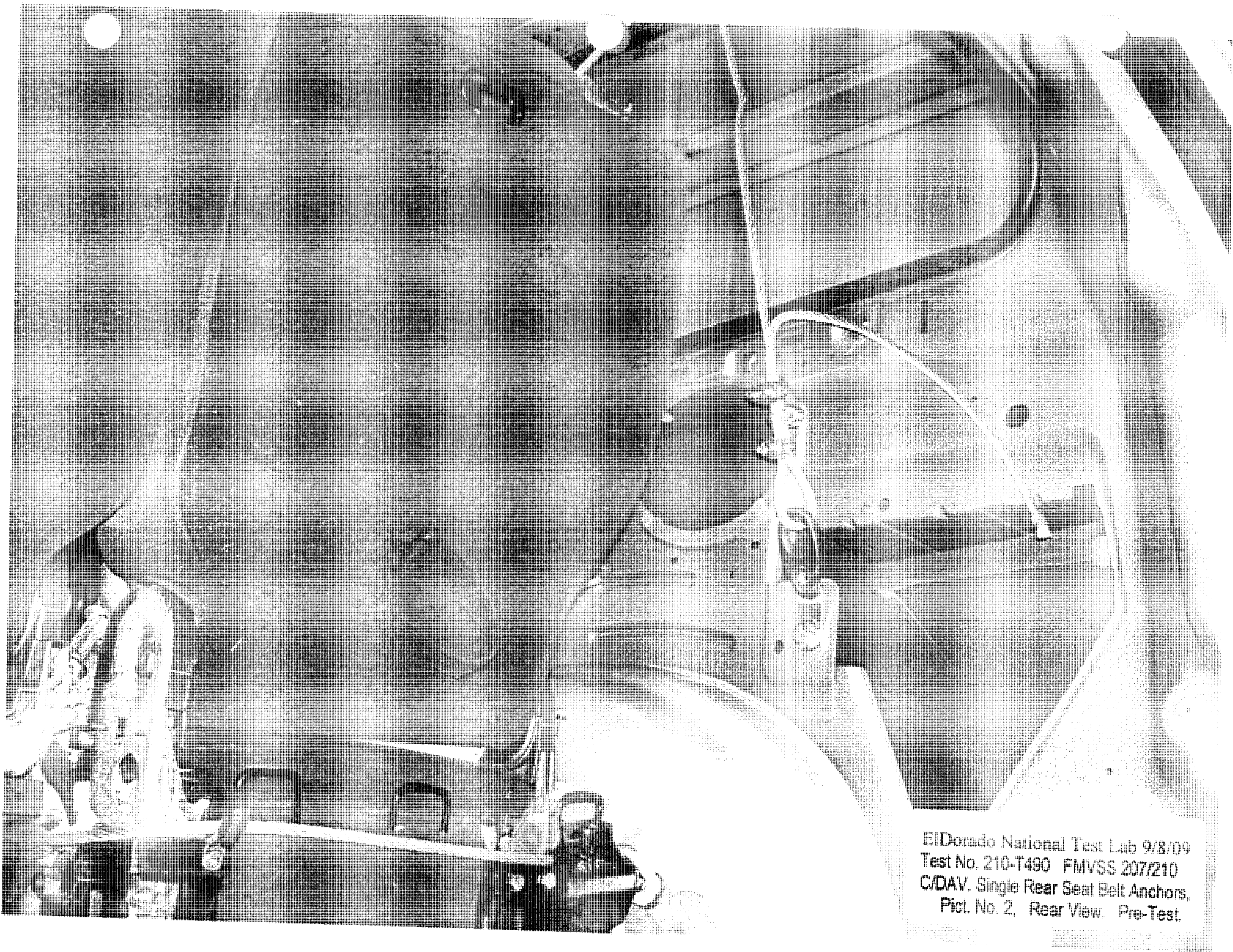
OLD FACILITY: Co / City / Fir / Telephone

TYPE OF CONTACT (circle one)				ACTION TAKEN CODES				DEVICE CATEGORY CODES						
1 Serv. Co. Test	4 Quality Control	1 Approved	4 Rejected-Spec	11 Food	14 Dockage									
2 New Installation	5 Tech Check	5 Taken Out of Service		12 Pet Food	15 Hardware/Nursery									
3 Service Call	6 Compliance	6 Action Pending		13 Shipping	16 Propane									
Name of Facility (Where devices are located) Eldorado						Location								
Address						City Salina		State		Zip Code				
Contact Person Steve Baker						Phone		Test Date 3-13-09		Last Test Date				
Serial #	J 4943	Serial #	B 54143	Serial #		Serial #		Serial #		Serial #				
Make	UMC	Make	Rice Lake	Make		Make		Make		Make				
Model	UMC1502-1	Model	1Q+355	Model		Model		Model		Model				
Device Category				Device Category				Device Category						
Commercial		Non-Commercial	X	Commercial		Non-Commercial	X	Commercial		Non-Commercial				
Capacity	3,000 x 1 lb	Capacity	19000 x 2 lb	Capacity		Capacity		Capacity		Capacity				
Number of Scale Div.	3000	Number of Scale Div.	5000	Number of Scale Div.		Number of Scale Div.		Number of Scale Div.		Number of Scale Div.				
Type Appr.	Yes	No	X	Type Appr.	Yes	No	X	Type Appr.	Yes	No				
Mechanical		Digital	X	Mechanical		Digital	X	Mechanical		Digital				
Accuracy Class:				Accuracy Class:				Accuracy Class:						
Tolerance Maint.	X	Accept		Tolerance Maint.	X	Accept		Tolerance Maint.		Accept				
Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left
Start on Zero	0			0	Start on Zero	0	X			Start on Zero				
20 d					20 d	1400 lb				20 d				
500 d or 1/2 Cap	1000 -1			0	500 d or 1/2 Cap					500 d or 1/2 Cap				
1500 d or 1/2 Cap					1500 d or 1/2 Cap					1500 d or 1/2 Cap				
Shift Test	2000 -2			0	Shift Test	2000 lb	0	X		Shift Test				
2000 d or 1/2 Cap					2000 d or 1/2 Cap					2000 d or 1/2 Cap				
Capacity					Capacity	1000 lb	0	X		Capacity				
Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap				
1000 d	1000 lb -1			0	1000 d	1000 lb				1000 d				
500 d or 1/2 Cap					500 d or 1/2 Cap					500 d or 1/2 Cap				
Return to Zero	0			0	Return to Zero	0	X			Return to Zero				
Action Taken	- + ± 1 2 3			1	- + ± 1 2 3				- + ± 1 2 3	- + ± 1 2 3				- + ± 1 2 3
Comments: 4/c S/N X15230				Comments: 4/c S/N H26347				Comments:						

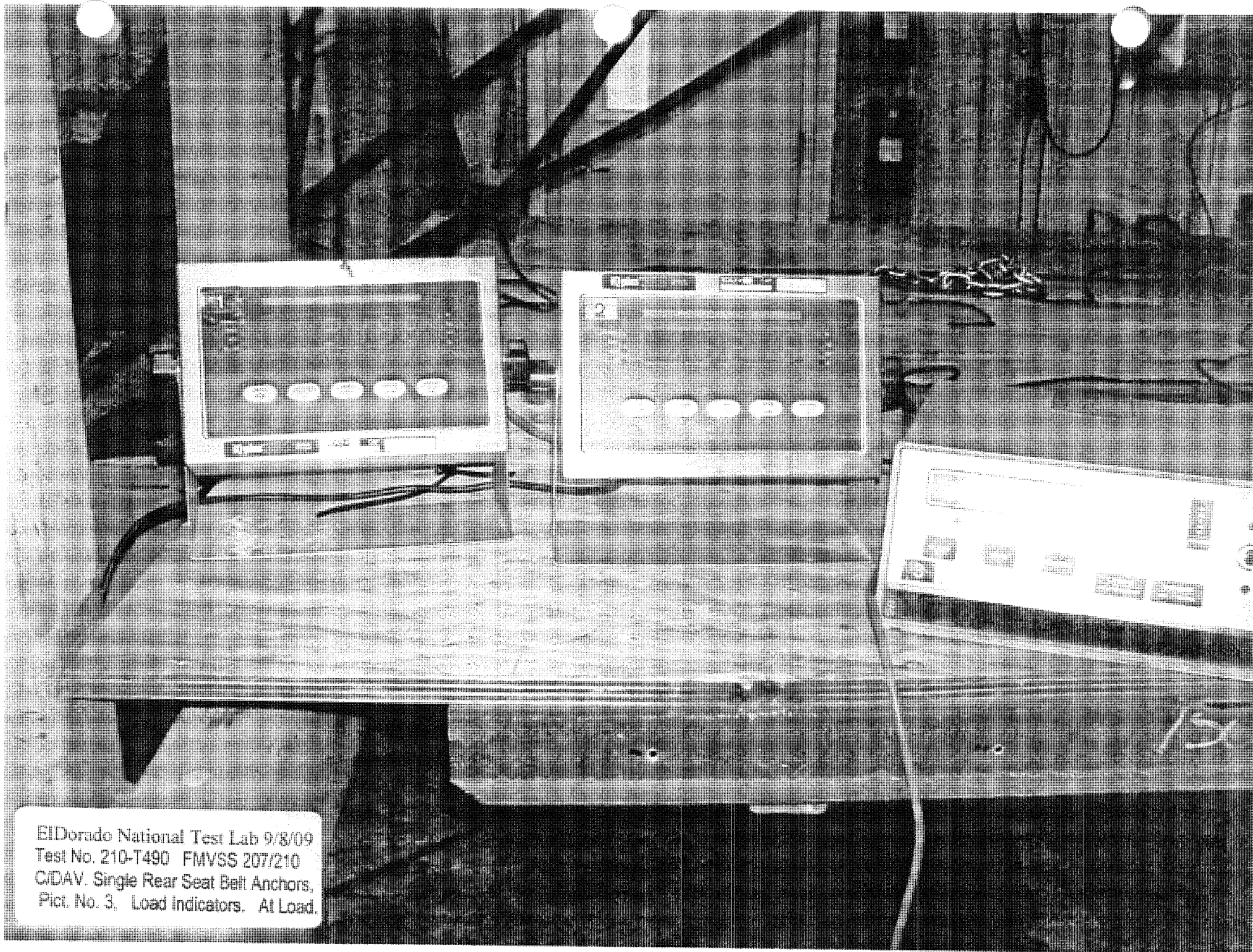
Service Company (Print Name) JEVE B BAKER I.D. Number _____ Technician (Print Name) _____ I.D. Number _____
 Owner/Operator (Signature) _____ Technician (Signature) Steve Baker Time In _____ Time Out _____



EIDorado National Test Lab 9/8/09
Test No. 210-T490 FMVSS 207/210
C/DAV, Single Rear Seat Belt Anchors,
Pict. No. 1, Left Side View. Pre-Test.



EIDorado National Test Lab 9/8/09
Test No. 210-T490 FMVSS 207/210
C/DAV. Single Rear Seat Belt Anchors,
Pict. No. 2, Rear View. Pre-Test.



EIDorado National Test Lab 9/8/09
Test No. 210-T490 FMVSS 207/210
C/DAV. Single Rear Seat Belt Anchors.
Pict. No. 3. Load Indicators. At Load.



EIDorado National Test Lab 9/8/09
Test No. 210-T490 FMVSS 207/210
C/DAV. Single Rear Seat Belt Anchors,
Pict. No. 4, Left Side View. Post-Test.

**ELDORADO NATIONAL, KANSAS
1655 WALL STREET
SALINA, KS 67401**

**CHILD RESTRAINT SYSTEM
2010 CHRYSLER/DODGE AMERIVAN**

**TEST CONDUCTED BY:
ELDORADO NATIONAL**

**DATE TEST CONDUCTED
September 8, 2009**

REPORT NO: 225-T486

PURPOSE: Test the Child Restraint System (CRS) in the rear seat of the Chrysler and Dodge Amerivan added by Eldorado National. Test CRS with anchor loops constructed of type 01, 6mm rod.

SCOPE: This test is valid for the 2010 and forward Chrysler/Dodge Amerivan. It also applies to 2008 and 2009 vans completed with the OEM suspension and fuel tank.

CONCLUSION: The CRS anchorage as detailed in FMVSS 225 S6 and S9 meets or exceeds the load resistance requirements specified in S8, S11(a) and S11(b).

CRITERIA: CRS installations are required to meet three (3) loading criteria as noted below. The lower anchorages must withstand a load of 2472 lbs in a forward direction with a maximum displacement of 6.88 inches. They must also withstand a lateral load (@ 75°) of 1124 lbs with a maximum displacement of 5.9 inches.

The upper tether is tested in conjunction with the lower anchorages and must withstand a forward load of 3372 lbs. The tether anchorage must not separate completely from the vehicle seat or seat anchorage or the vehicle structure.

SET-UP: Install SFAD 2 in position as specified in the Standard. Attach a hydraulic cylinder to point "X" on SFAD 2 including a load cell for measuring loads. Prepare a means of measuring the deflection at point "X".

PROCEDURE: FMVSS 571.225 9.4.1(a), S11 (a) Lower:

Attach the SFAD 2 to the two lower anchorages of the child restraint system. Apply a pre-load force of 112 lbs (500 N) 10° ± 5° above the horizontal plane to a Point X of the test device. The force is increased to 2,472 pounds (11,000 N) in not less than 24 seconds, nor more than 30 seconds and maintain the force for 1 second. The lower anchorages shall not allow Point X on SFAD 2 to be displaced horizontally more than 175 mm. (6.88 in).

FMVSS 571.225 9.4.1(b) Lateral:

Attach the SFAD 2 to the two lower anchorages of the child restraint system. Apply a pre load force of 500 N (112 lbs) in a lateral direction that is 75±5 degrees of a vertical longitudinal plane to a Point X of the test device. Increase in force to a full force application of 5000 N (1124 lbs) in not less than 24 seconds no more than 30 seconds and maintain the force for 1 second. The lower anchorages shall not allow Point X on SFAD 2 to be displaced horizontally more than 150 mm. (5.9 in.).

FMVSS Section 571.225 6.3.1, S8 Tether:

Attach the SFAD 2 to the two lower anchorages of the child restraint system and attach the SFAD 2 to the tether anchorage. Apply a preload fore of 500 N (112 lbs) at Point X of the test device. Increase the pull force as linearly as possible to a full force application of 15,000 N (3372 lbs) in not less than 24 seconds or more that 30 seconds and maintain the force for 1 second. The tether anchorage must not separate completely from the vehicle seat or seat anchorage or the structure of the vehicle.

TEST RESULTS: The anchorages held the loads within the deflection limits. No separation from the vehicle seat, seat anchorage or vehicle occurred on the S8 tether test.

TEST DATA: Applied loads -

<u>Test</u>	<u>Req'd Load</u>	<u>Actual Load</u>	<u>Displacement</u>	<u>Disp. Limit</u>
S11(a)	2472	2516	3.75	6.88"
S11(b)	1124	1188	3.28	5.9"
S8	3372	3522	N/A	N/A

COMMENTS: See attached pictures. Test recorded on test tape E-09-02. Film strips of load indicators filed with test.

PREPARED BY: Ken Huser **DATE:** 4 NOV 09
Ken Huser, Technical Advisor

CONDUCTED BY: Paul Small

WITNESSED BY: Mike Perry
Doug Jensen

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KH:djb

220958

Kansas Department of Agriculture
Weights & Measures Division
P.O. Box 19282
Topeka, KS 66619-0282
Phone 785-862-2415

SMALL SCALE TEST REPORT

FACILITY: Co / City / Fir / Telephone

OLD FACILITY: Co / City / Fir / Telephone

Address or Name Change
If checked =>

TYPE OF CONTACT (circle one)	
1 Serv. Co. Test	4 Quality Control
2 New Installation	5 Tech Check
3 Service Call	6 Compliance

ACTION TAKEN CODES	
1 Approved	4 Rejected-Spec
2 Rejected	5 Taken Out of Service
3 Rejected	6 Action Pending

DEVICE CATEGORY CODES	
11 Food	14 Dockage
12 Pet Food	15 Hardware/Nursery
13 Shipping	16 Propane

Name of Facility (Where devices are located) Eldorado Location _____

Address _____ City Salina State _____ Zip Code _____

Contact Person Steve Baker Phone _____ Test Date 3-13-09 Last Test Date _____

Serial # <u>J 4943</u>	Serial # <u>B 54143</u>	Serial # _____
Make <u>UMC</u>	Make <u>Rice Lake</u>	Make _____
Model <u>UMC1502-1</u>	Model <u>1Q+355</u>	Model _____

Device Category		Device Category		Device Category	
Commercial	Non-Commercial <input checked="" type="checkbox"/>	Commercial	Non-Commercial <input checked="" type="checkbox"/>	Commercial	Non-Commercial

Capacity 3,000 x 1 lb d Capacity 19000 x 2 lb d Capacity _____ d

Number of Scale Div. 3000 Number of Scale Div. 5000 Number of Scale Div. _____

Type Appr. Yes	No <input checked="" type="checkbox"/>	Type Appr. Yes	No <input checked="" type="checkbox"/>	Type Appr. Yes	No
Mechanical	Digital <input checked="" type="checkbox"/>	Mechanical <input checked="" type="checkbox"/>	Digital <input checked="" type="checkbox"/>	Mechanical	Digital

Accuracy Class: _____ Accuracy Class: _____ Accuracy Class: _____

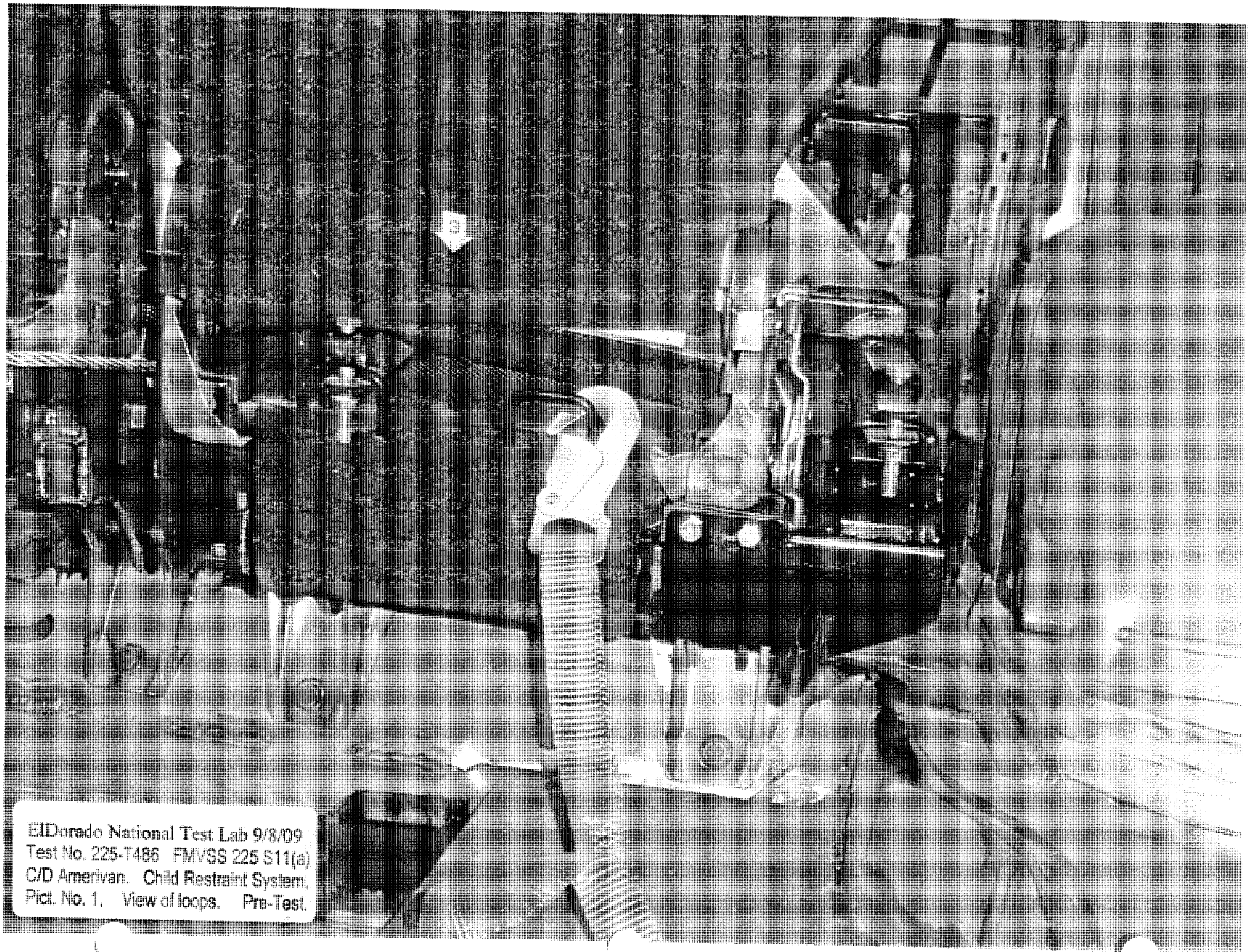
Tolerance Maint.		Tolerance Maint.		Tolerance Maint.	
<input checked="" type="checkbox"/> Accept		<input checked="" type="checkbox"/> Accept		<input type="checkbox"/> Accept	

Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left	Test	Error as Found	A	R	Error as Left
Start on Zero	0			0	Start on Zero	0	X			Start on Zero				
20 d					20 d <u>1000lb</u>					20 d				
500 d or 1/2 Cap	<u>1000 -1</u>			0	500 d or 1/2 Cap					500 d or 1/2 Cap				
1500 d or 1/2 Cap					1500 d or 1/2 Cap					1500 d or 1/2 Cap				
Shift Test	<u>2000 -2</u>			0	Shift Test <u>2000lb</u>	0	X			Shift Test				
2000 d or 1/2 Cap					2000 d or 1/2 Cap					2000 d or 1/2 Cap				
Capacity					Capacity <u>1000lb</u>	0	X			Capacity				
Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap					Decr. to 1500 d or 1/2 Cap				
1000 d	<u>1000lb -1</u>			0	1000 d <u>1000lb</u>					1000 d				
500 d or 1/2 Cap					500 d or 1/2 Cap					500 d or 1/2 Cap				
Return to Zero	0			0	Return to Zero	0	X			Return to Zero				
Action Taken	- + ± 1 2 3			1	Action Taken	1	- + ± 1 2 3			Action Taken	- + ± 1 2 3			- + ± 1 2 3

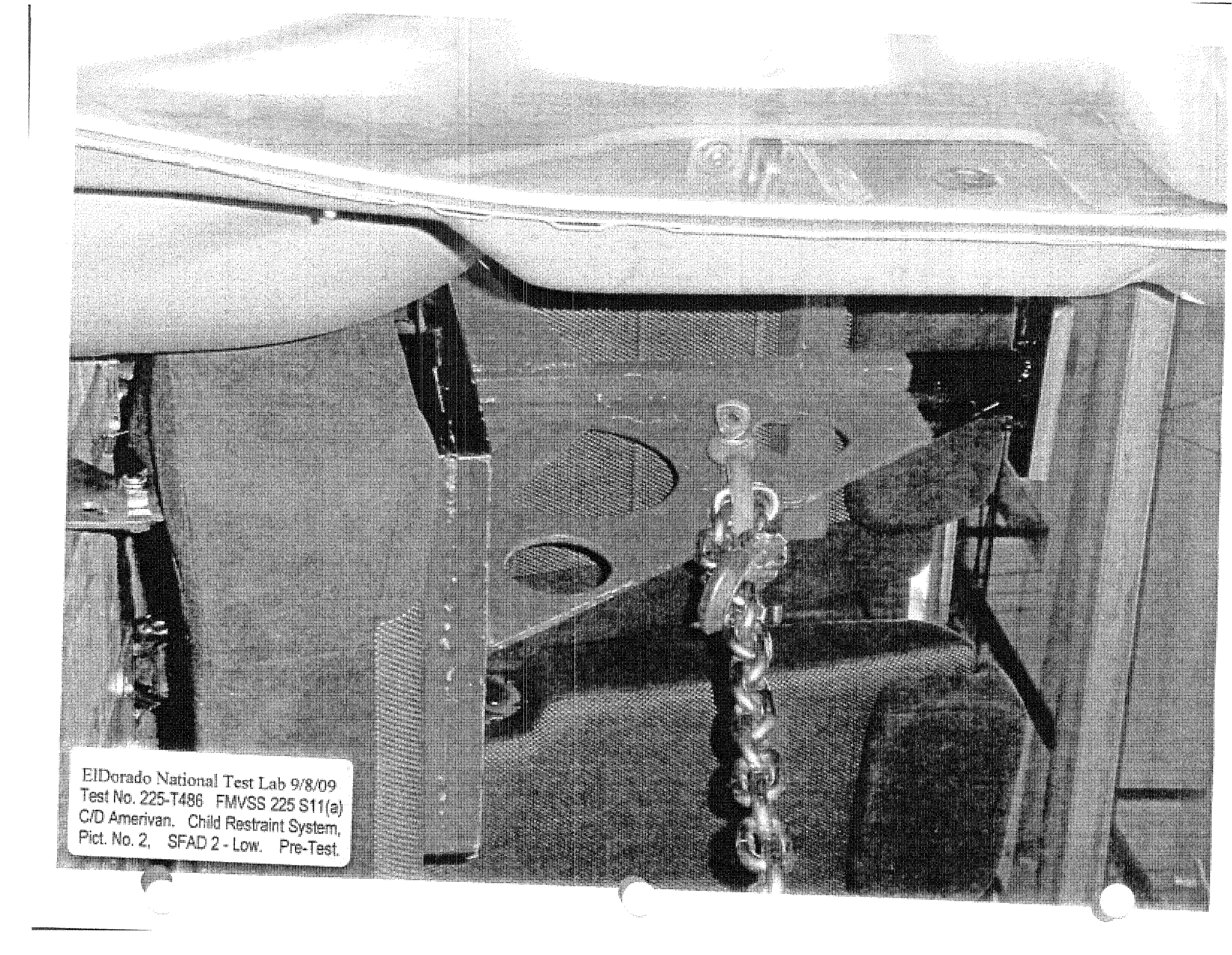
Comments: 1/2 S/N X15230 Comments: 1/2 S/N H26347 Comments: _____

Service Company (Print Name) STEVE B BAKER I.D. Number _____ Technician (Print Name) _____ I.D. Number _____

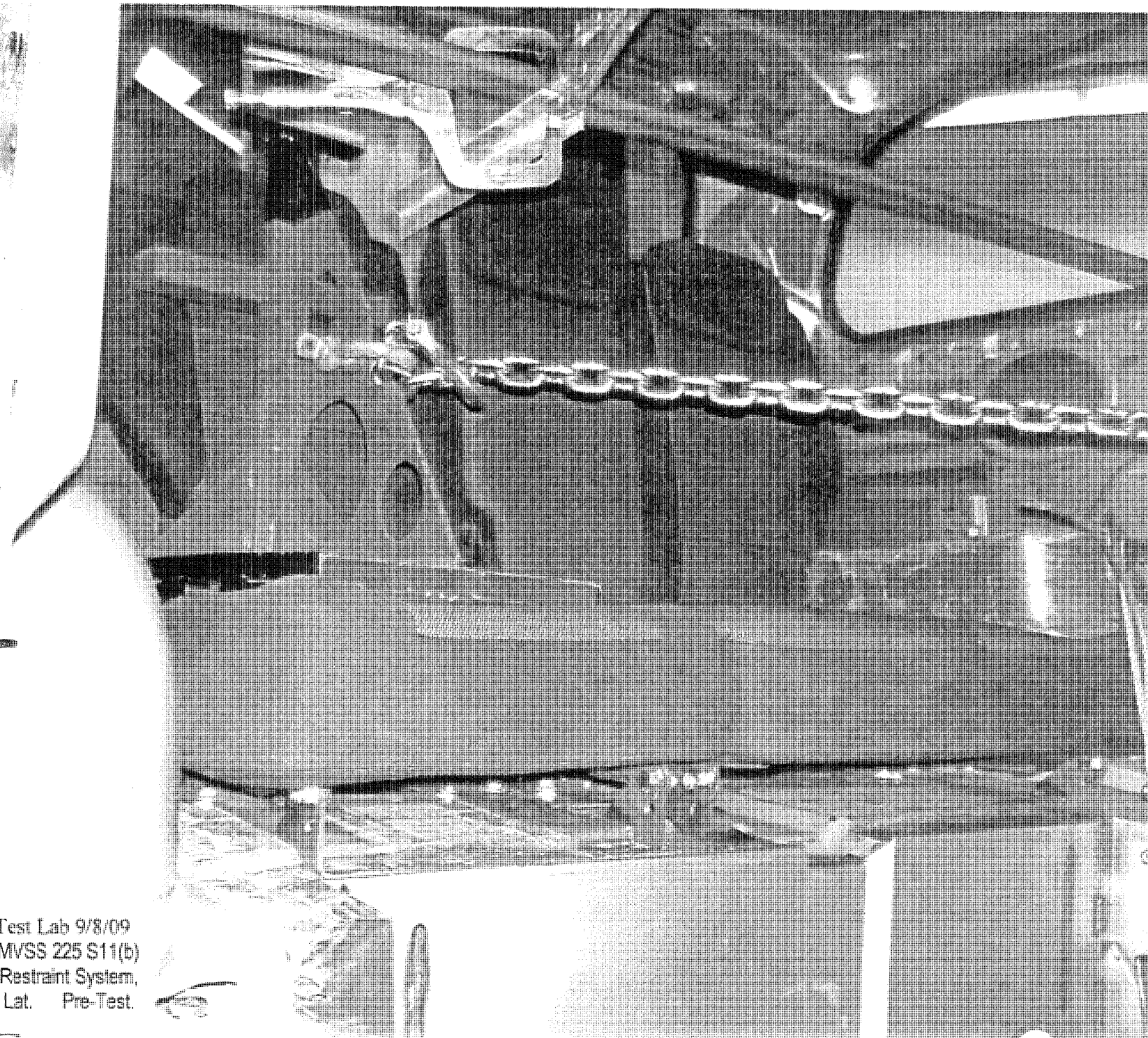
Owner/Operator (Signature) _____ Technician (Signature) Steve Baker Time In _____ Time Out _____



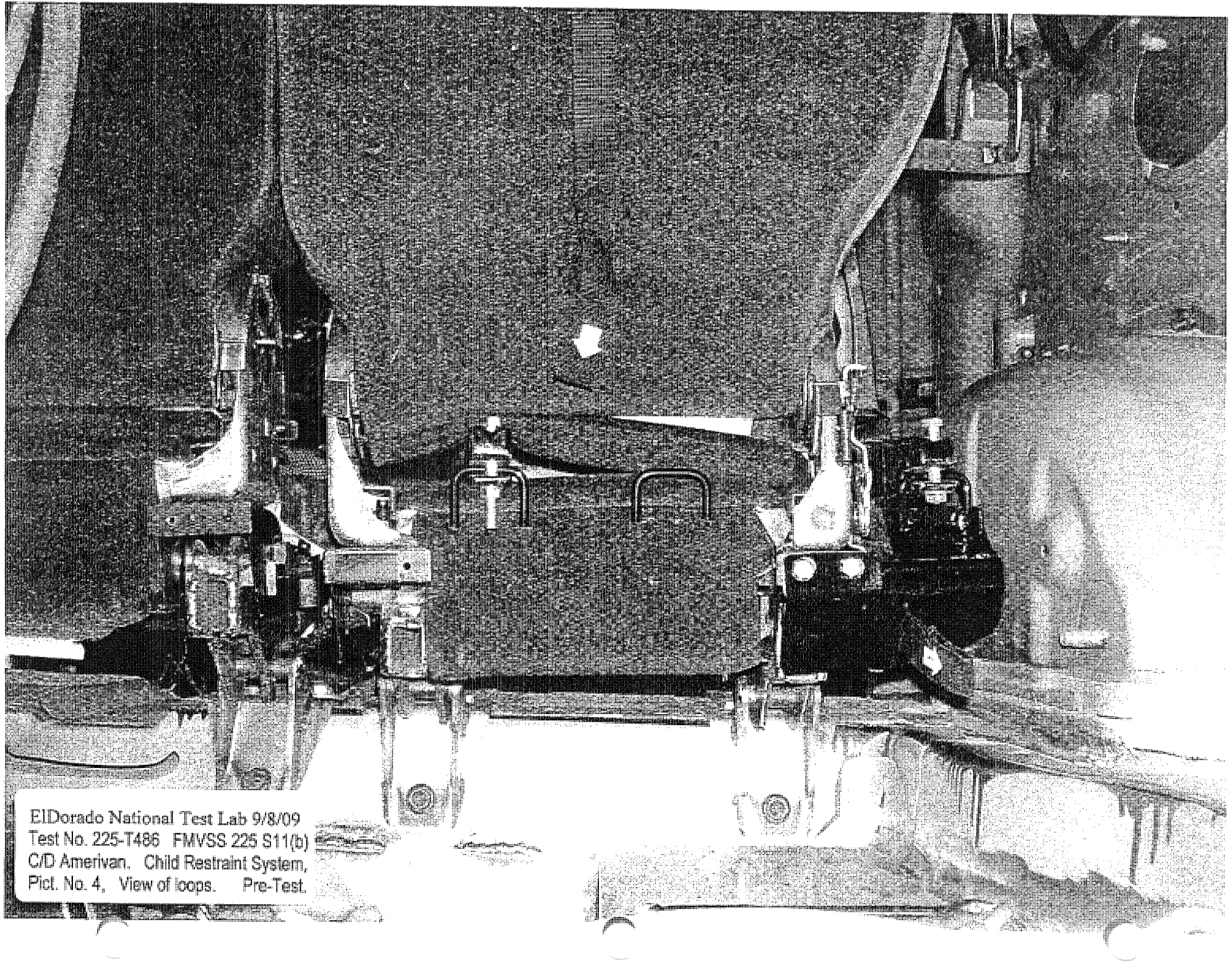
Eldorado National Test Lab 9/8/09
Test No. 225-T486 FMVSS 225 S11(a)
C/D Amerivan. Child Restraint System,
Pict. No. 1, View of loops. Pre-Test.



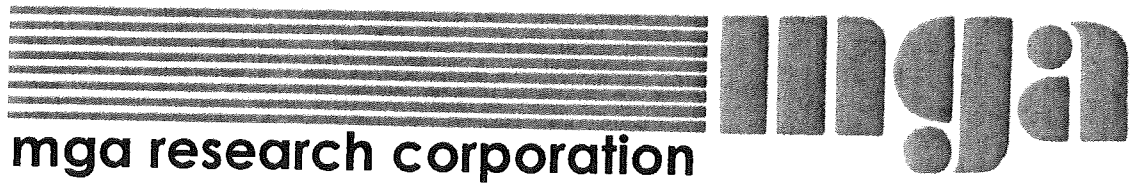
EIDorado National Test Lab 9/8/09
Test No. 225-T486 FMVSS 225 S11(a)
C/D Amerivan. Child Restraint System,
Pict. No. 2, SFAD 2 - Low. Pre-Test.



EIDorado National Test Lab 9/8/09
Test No. 225-T486 FMVSS 225 S11(b)
C/D Amerivan. Child Restraint System,
Pict. No. 3, SFAD 2 - Lat. Pre-Test.



EIDorado National Test Lab 9/8/09
Test No. 225-T486 FMVSS 225 S11(b)
C/D Amerivan. Child Restraint System,
Pict. No. 4, View of loops. Pre-Test.



**30 MPH FRONTAL IMPACT
C/FMVSS 301**

2008 Amerivan Grand Caravan

MGA Reference Number: C09C3-003.1

Test Date: July 30, 2009

Report Date: August 5, 2009

**PREPARED FOR:
EIDorado National
1655 Wall Street
Salina, KS 67401**

**PREPARED BY:
MGA Research Corporation
5000 Warren Road
Burlington, WI 53105**

SIGNATURE APPROVAL PAGE

Procedure Number: MGA Frontal/Rear/Side Impact
Dated June 11, 2008

Total Pages: 54

Prepared By: Joe Fleck
Joe Fleck, Project Engineer

Reviewed By: David Winkelbauer
David Winkelbauer, Project Engineer

Technicians: Jamie Aide
Tim Bratz
Jordan Haynes
Tom Miller
Tim Novak
JR Sienko

Photographic: Chris Roach

Secretary: Cyndy Kline

The results presented in this report relate only to the specified test items.

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SECTION 1
TEST SUMMARY

A rigid barrier was impacted by a 2008 Amerivan Grand Caravan at a velocity of 48.6 km/h. The test was performed at MGA Research Corporation on July 30, 2009. Pre-and post-test photographs of the vehicle can be found in Appendix A.

One real-time camera and five high-speed cameras were used to document the frontal barrier impact event. Camera locations and other pertinent camera information can be found in this report.

Two ballast dummies were placed in the driver and right-front passenger seating positions.

There was no Stoddard Solvent leakage after the event or during any phase of the static rollover.

SECTION 2
VEHICLE INFORMATION / DATA SHEETS

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 30 mph Frontal

Test Date: 7/30/2009

CONVERSION FACTORS USED IN THIS REPORT*

Quantity	Typical Application	English Units	Metric Unit	Multiply By
Mass	Vehicle Weight	lb	kg	0.4536
Linear Velocity	Impact Velocity	mile/h	km/h	1.609
Length or Distance	Measurements	in	mm	25.4
Volume	Fuel Systems	gal	liter	3.785
Pressure	Tire Pressure	lbf/in ²	kPa	7.0
Temperature	General Use	°F	°C	$=(tf - 32)/1.8$
Force	Dynamic Forces	lbf	N	4.448
Moment	Torque	lbf/ft	Nm	1.355

*Based on the Recommended Practice in SAE J916, May 85

**DATA SHEET NO. 1
CRASH TEST SUMMARY**

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 30 mph Frontal

Test Date: 7/30/2009

TEST SPEED

Measured Parameter	Units	Value
Trap No. 1 Velocity (Primary)	km/h	48.6
Trap No. 2 Velocity (Redundant)	km/h	48.6

FUEL TANK CAPACITY DATA

The "Usable Capacity" of the standard equipment fuel tank is: 75.7 liters

Actual amount of Stoddard solvent added to vehicle for certification test: 70.0 liters

DOOR OPENING AND SEAT TRACK INFORMATION

Description	Driver	Passenger
Front Door Opening	Door remained closed and latched; Door opened without tools	Door remained closed and latched; Door opened without tools
Rear Door Opening	Door remained closed and latched; Door opened without tools	Door remained closed and latched; Door opened without tools
Seat Track Shift (mm)	None	None
Seat Back Failure	None	None

TEST VEHICLE ATTITUDES

	Units	LF	RF	LR	RR
As Delivered	mm	878	878	886	891
As Tested	mm	873	873	865	860
Post Test	mm	960	931	865	811

DATA SHEET NO. 2
GENERAL TEST AND VEHICLE PARAMETER DATA

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 30 mph Frontal

Test Date: 7/30/2009

TEST VEHICLE INFORMATION

Manufacturer	Chrysler
Model	Amerivan Grand Caravan
VIN	1D8HN44H88B100327
Transmission	Automatic
Final Drive	Front
Number of Cylinders	6
Engine (L)	3.3
Engine Placement	Lateral

TEST VEHICLE OPTIONS

Driver Airbag	Yes
Passenger Airbag	Yes
Power Windows	Yes
Power Steering	Yes
Power Door Locks	Yes
Tilt Wheel	Yes
Air Conditioning	Yes
Power Brakes	Yes

TIRE DATA

Measured Parameter	Front	Rear
Cold Pressure (kPa)	250	250
Tire Size on Vehicle	225/65R16	225/65R16
Tire Manufacturer	Yokohama	Yokohama

TEST VEHICLE WEIGHTS

	Units	As Delivered (UVW) (Axle)			As Tested (ATW) (Axle)		
		Front	Rear	Total	Front	Rear	Total
Left	kg	568.4	488.1		592.4	552.1	
Right	kg	542.5	470.4		575.6	550.7	
Ratio	%	53.7	46.3		51.4	48.6	
Totals	kg	1110.9	958.5	2069.4	1168.0	1102.8	2270.8

Vehicle Wheelbase (mm): 3082

Weight of Ballast secured in cargo area (kg): 124.7

DATA SHEET NO. 3
SUMMARY OF C/FMVSS 301 DATA

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 30 mph Frontal

Test Date: 7/30/2009

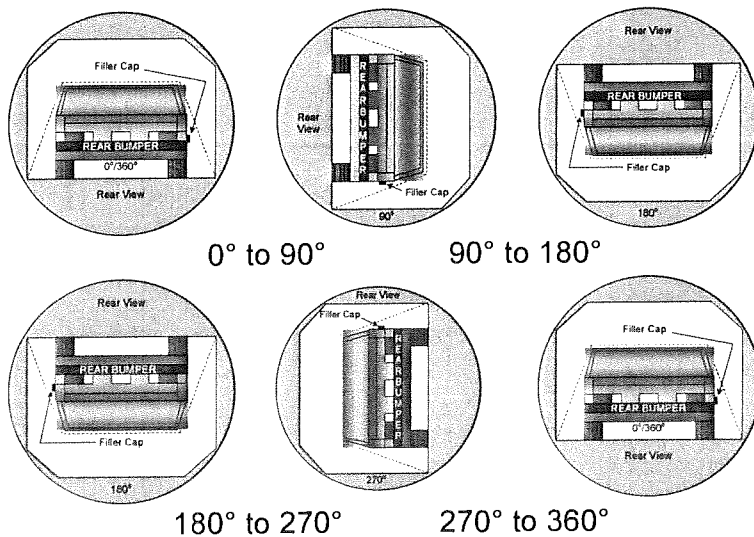
C/FMVSS 301 FUEL SYSTEM INTEGRITY POST IMPACT DATA

Temperature at Time of Impact: 21° C

Stoddard Solvent Spillage Measurements

- A. From impact until vehicle motion ceases: 0 oz.
 (Maximum Allowable = 1 ounce)
- B. For the 5 minute period after motion ceases: 0 oz.
 (Maximum Allowable = 5 ounces)
- C. For the following 25 minutes: 0 oz.
 (Maximum Allowable = 1 oz. /minute)
- D. Spillage: None

C/FMVSS 301 STATIC ROLLOVER DATA



1. The specified fixture rollover rate for each 90° of rotation is 60 to 180 seconds.

2. The position hold time at each position is 300 seconds (minimum).

3. Details of Stoddard Solvent spillage locations:
None

Test Phase	Rotation Time (sec.)	Hold Time (sec.)	Spillage (oz.)
0° to 90°	125	300	0
90° to 180°	114	300	0
180° to 270°	110	300	0
270° to 360°	114	300	0

DATA SHEET NO. 4
VEHICLE MEASUREMENTS

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 30 mph Frontal

Test Date: 7/30/2009

VEHICLE MEASUREMENTS

No.	Measurement Description	Units	Pre-Test	Post-Test	Difference
C1	Crush zone 1 at left side	mm	4930	4651	279
C2	Crush zone 2 at left side	mm	5018	4691	327
C3	Crush zone 3 at left side	mm	5070	4702	368
C4	Crush zone 4 at right side	mm	5068	4666	402
C5	Crush zone 5 at right side	mm	5020	4582	438
C6	Crush zone 6 at right side	mm	4928	4501	427
L	C1 TO C6	mm	1525	1524	1

**DATA SHEET NO. 5
CAMERA LOCATIONS**

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 30 mph Frontal

Test Date: 7/30/2009

No.	Camera View	Location (mm) *			Lens (mm)	Speed (fps)
		X	Y	Z		
1	Left Front Half	1210	-4915	1195	24	1000
2	Right Overall	1960	6075	1200	20	1000
3	Right Front Half	1260	5125	1245	24	1000
4	Pit Front	1690	0	-3150	24	1000
5	Pit Rear	3415	0	-3150	24	1000
6	Real-Time				13	24

*COORDINATES:

- +X = film plane rearward of barrier
- +Y = film plane to right of monorail centerline
- +Z = film plane above ground level

APPENDIX A
PHOTOGRAPHS

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A-1.

MFD BY CHRYSLER LLC

DATE OF MFR
9-07

GWR
2745 KG (6050 LB)

GWR FRONT WITH TIRES
1339 KG (2950 LB) 225/65R16

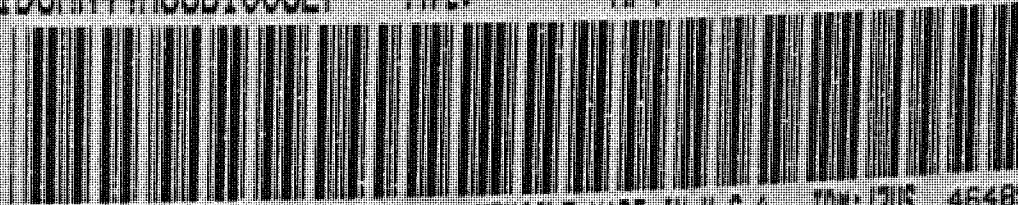
RIMS AT COLD
16X6.5 250 KPA (36 PSI)

GWR REAR WITH TIRES
1407 KG (3100 LB) 225/65R16

RIMS AT COLD
16X6.5 250 KPA (36 PSI)

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.A. FEDERAL MOTOR VEHICLE SAFETY AND
THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

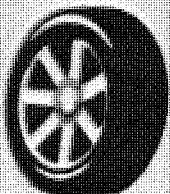
VIN: 1D8HN44H88B100327 TYPE: MPV SINGLE X DUAL



MDH: 082815 030AA PNT:PW1 VEHICLE MADE IN U.S.A. TRM:J7US 4648503

Vehicle Certification Label

TIRE AND LOADING INFORMATION



~~SEATING CAPACITY TOTAL 7 FRONT 2 REAR 5~~

~~THE COMBINED WEIGHT OF OCCUPANTS AND CARGO SHOULD NEVER EXCEED
521 KG OR 1150 LB~~

TIRE	FRONT	REAR	SPARE
ORIGINAL TIRE SIZE	225/65R16	225/65R16	T145/90D16
COLD TIRE INFLATION PRESSURE	250 kPa, 36 PSI	250 kPa, 36 PSI	420 kPa, 60 PSI

SEE OWNERS MANUAL FOR ADDITIONAL INFORMATION

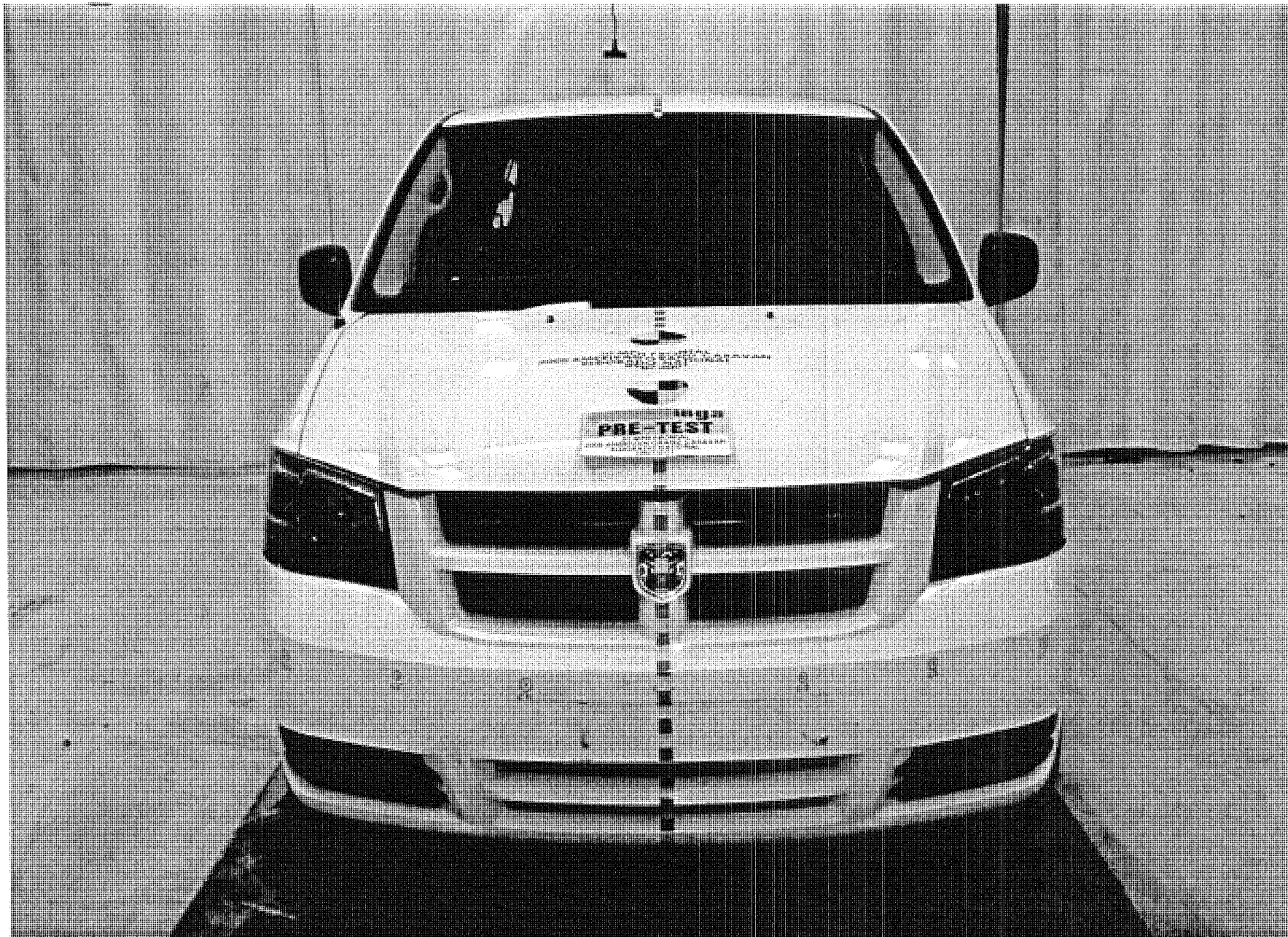


8B100327

A-2.

Tire Placard

A-3.



Pre-Test Front View of Test Vehicle

A.4.



Post-Test Front View of Test Vehicle

A-5.



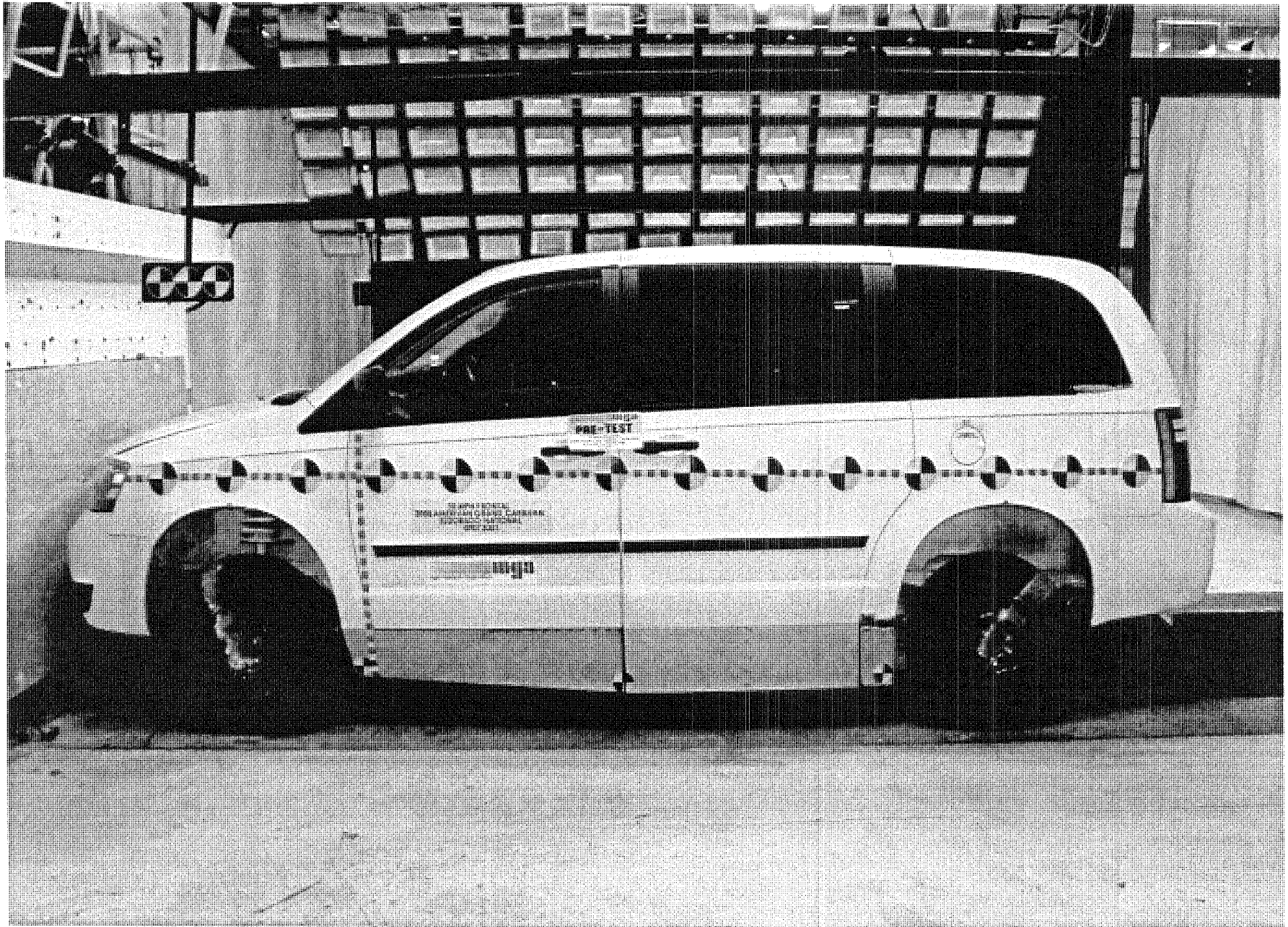
Pre-Test Rear View of Test Vehicle

A-6.



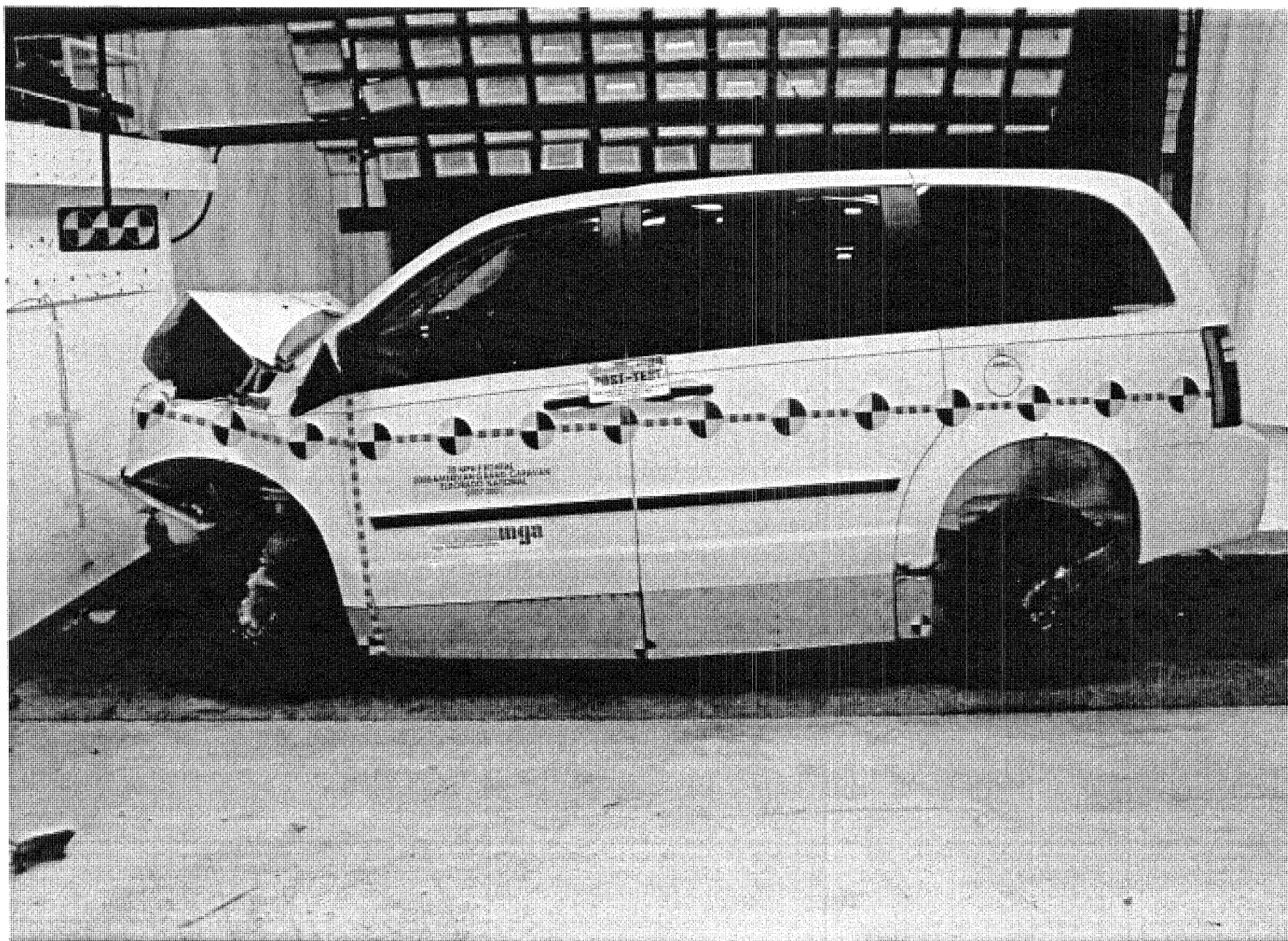
Post-Test Rear View of Test Vehicle

A-7.



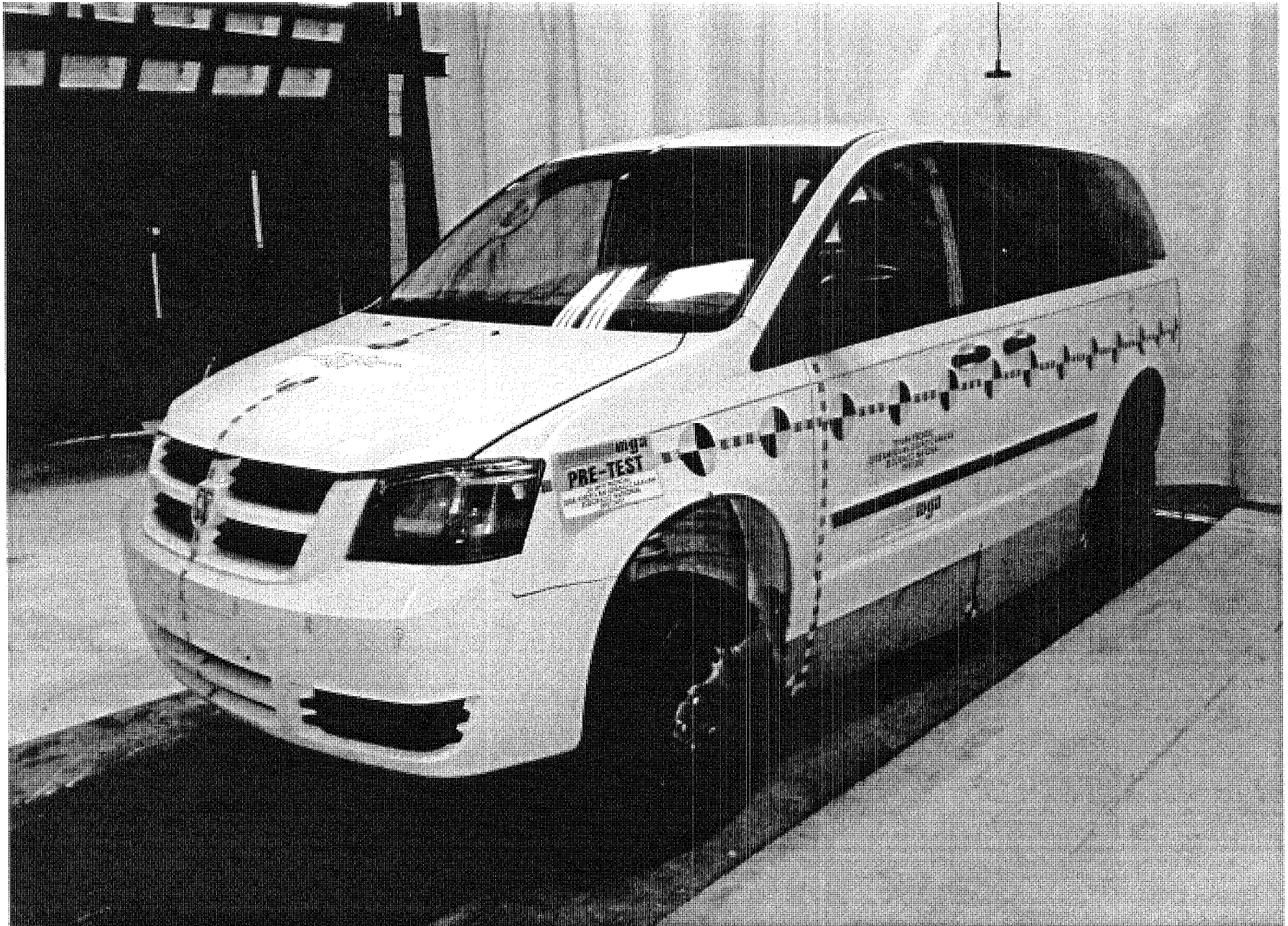
Pre-Test Left Side View of Test Vehicle

A-8.



Post-Test Left Side View of Test Vehicle

A-9.



Pre-Test Left Front Three-Quarter View of Test Vehicle

A-10.



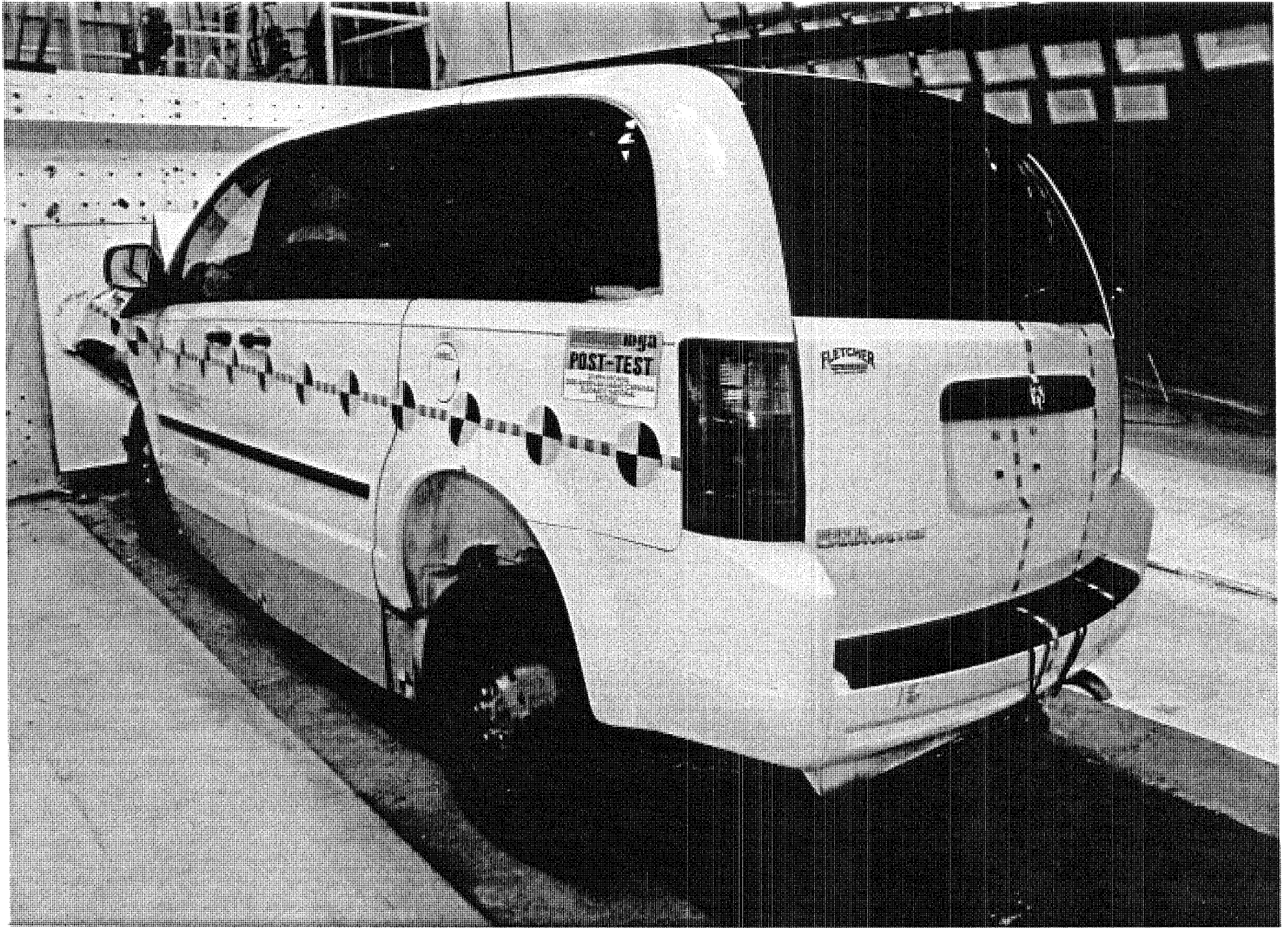
Post-Test Left Front Three-Quarter View of Test Vehicle

A-11.



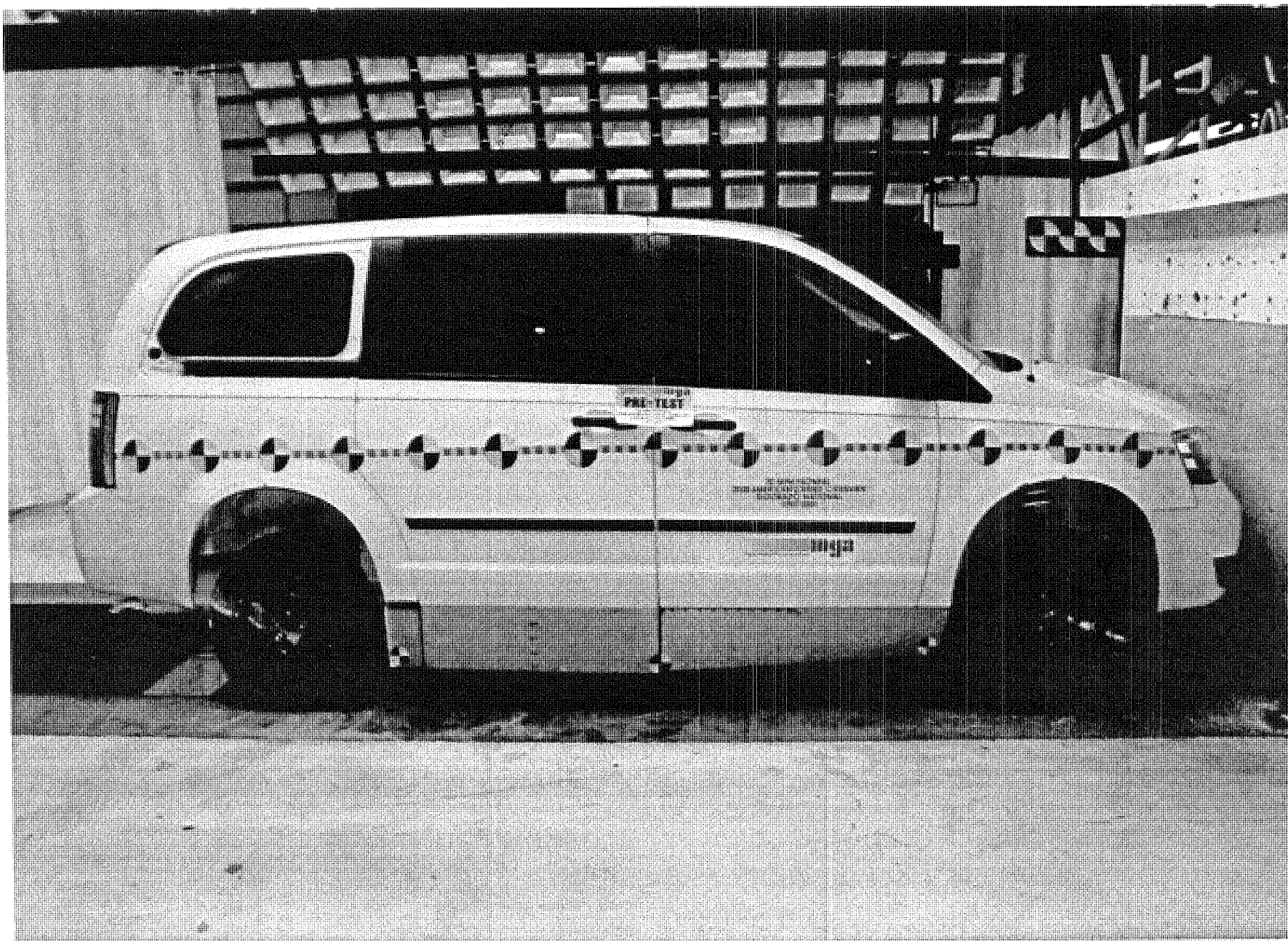
Pre-Test Left Rear Three-Quarter View of Test Vehicle

A-12.



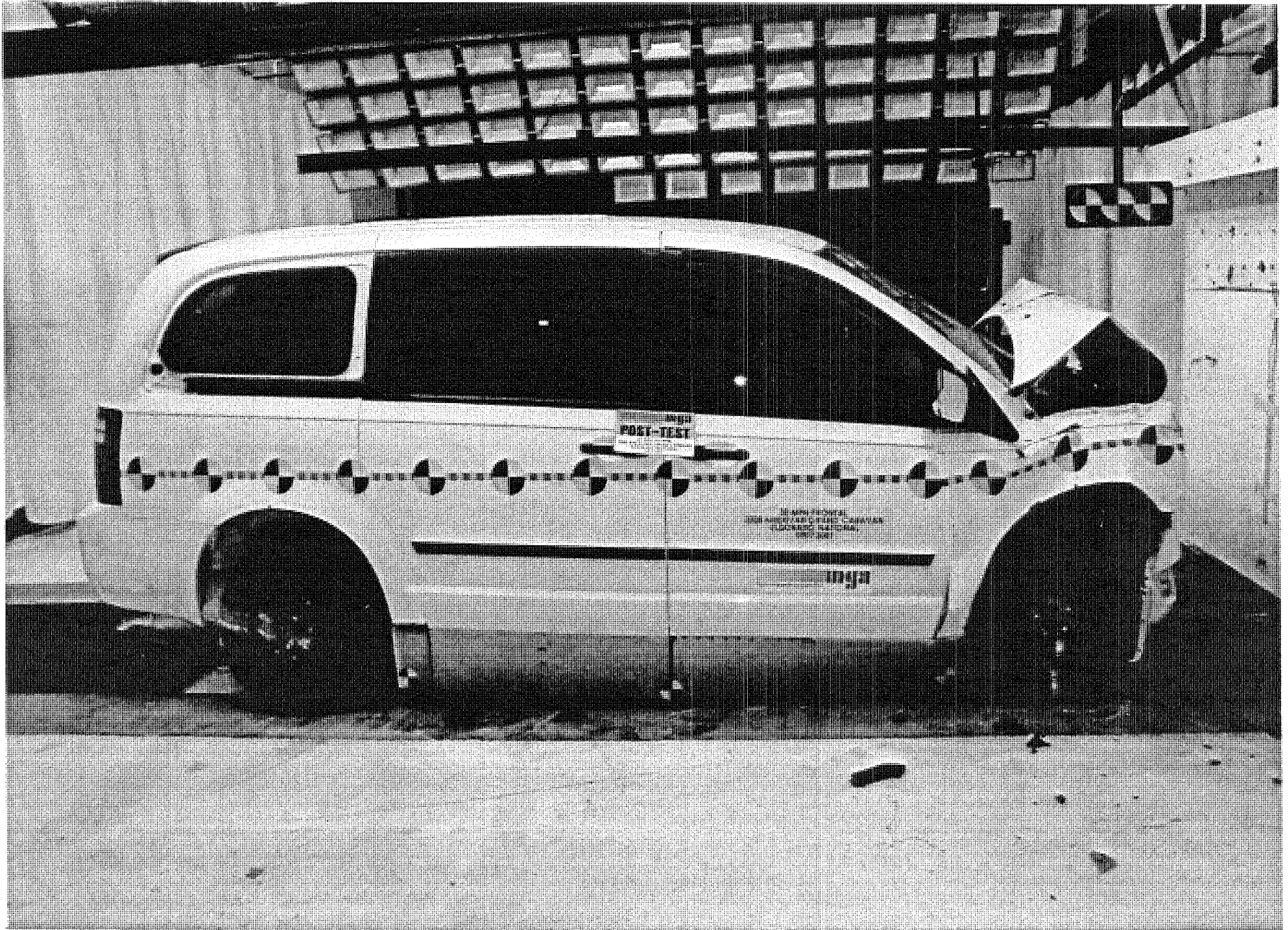
Post-Test Left Rear Three-Quarter View of Test Vehicle

A-13.



Pre-Test Right Side View of Test Vehicle

A-14.



Post-Test Right Side View of Test Vehicle

A-15.



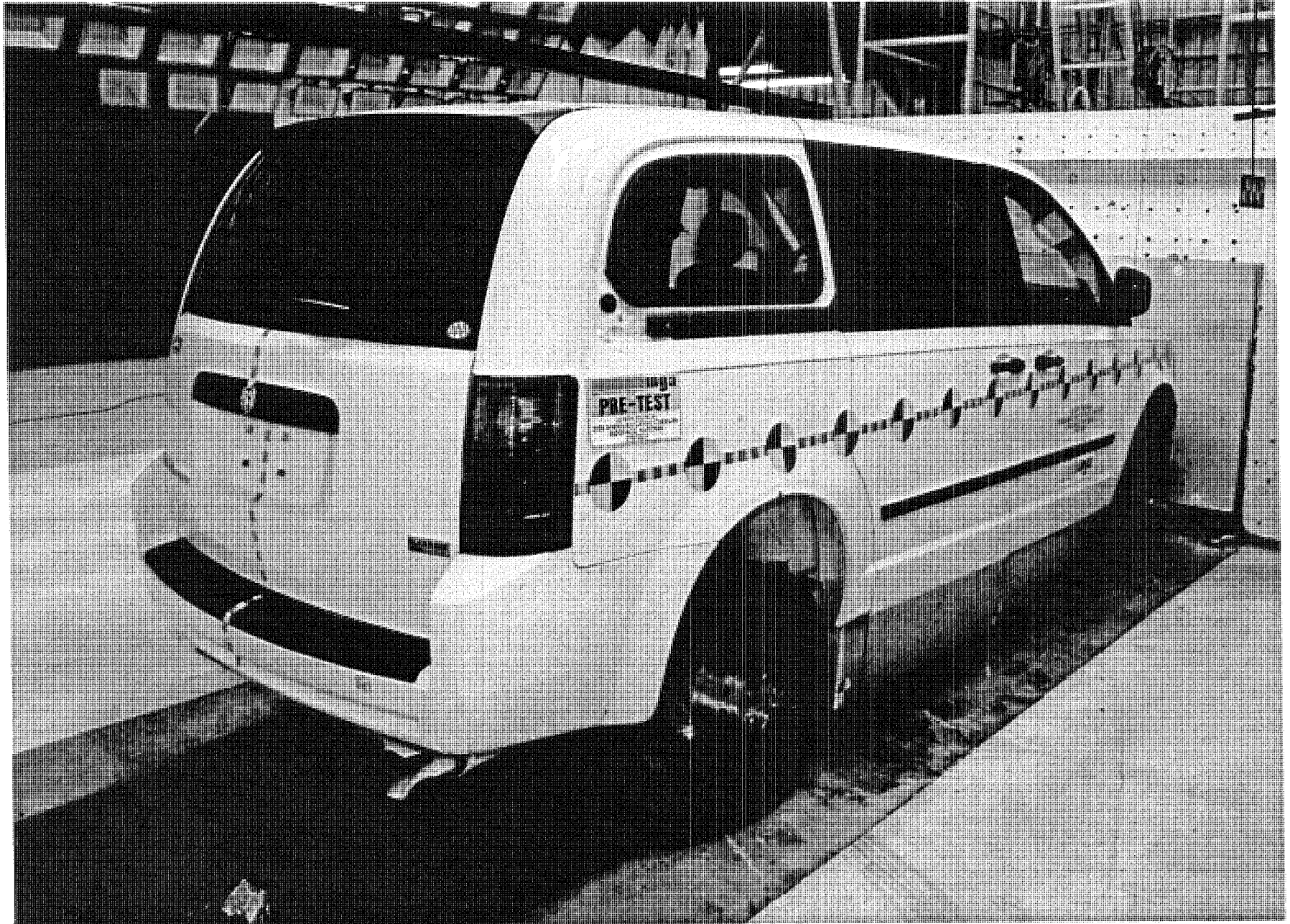
Pre-Test Right Front Three-Quarter View of Test Vehicle

A-16.



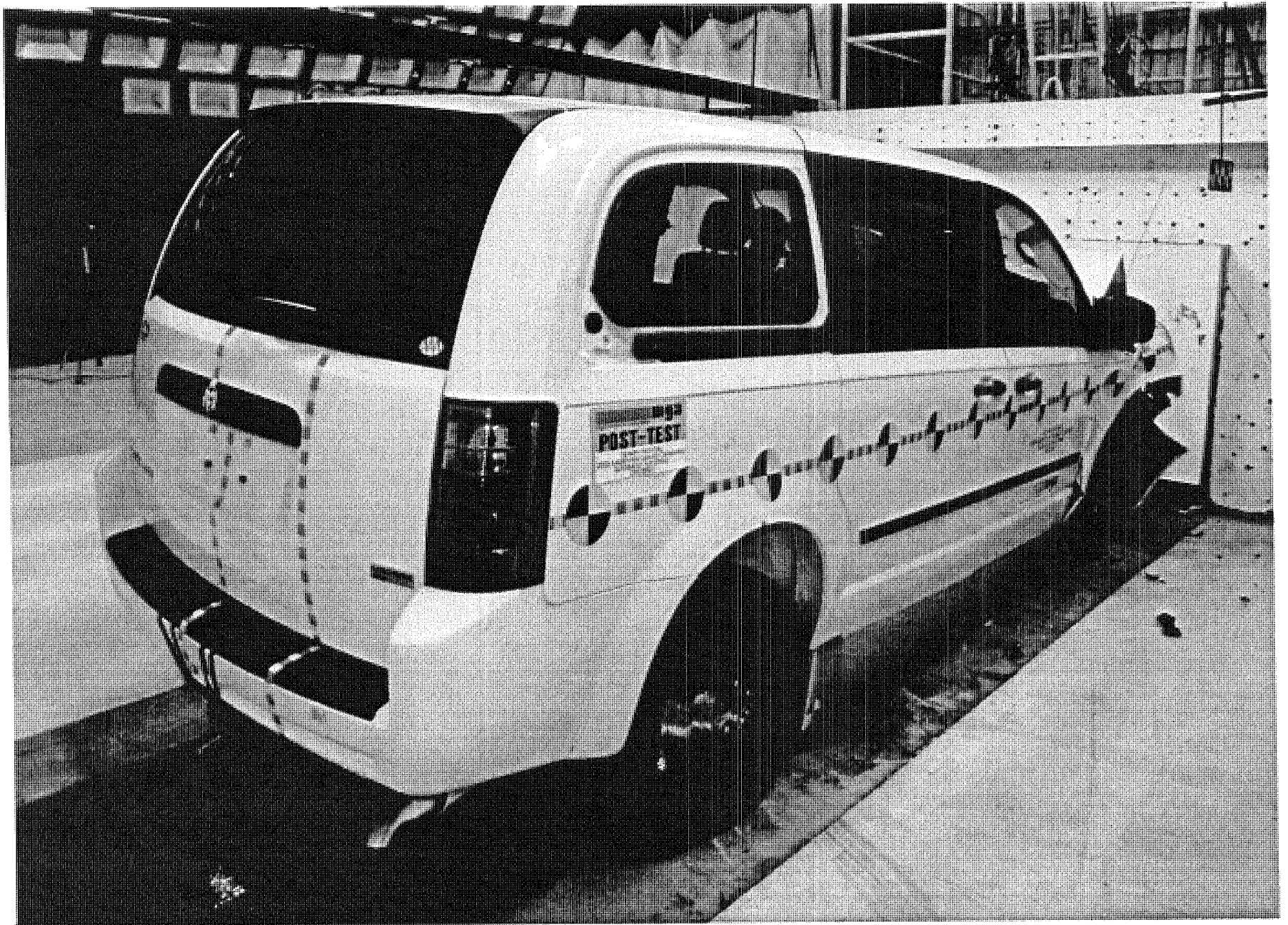
Post-Test Right Front Three-Quarter View of Test Vehicle

A-17.



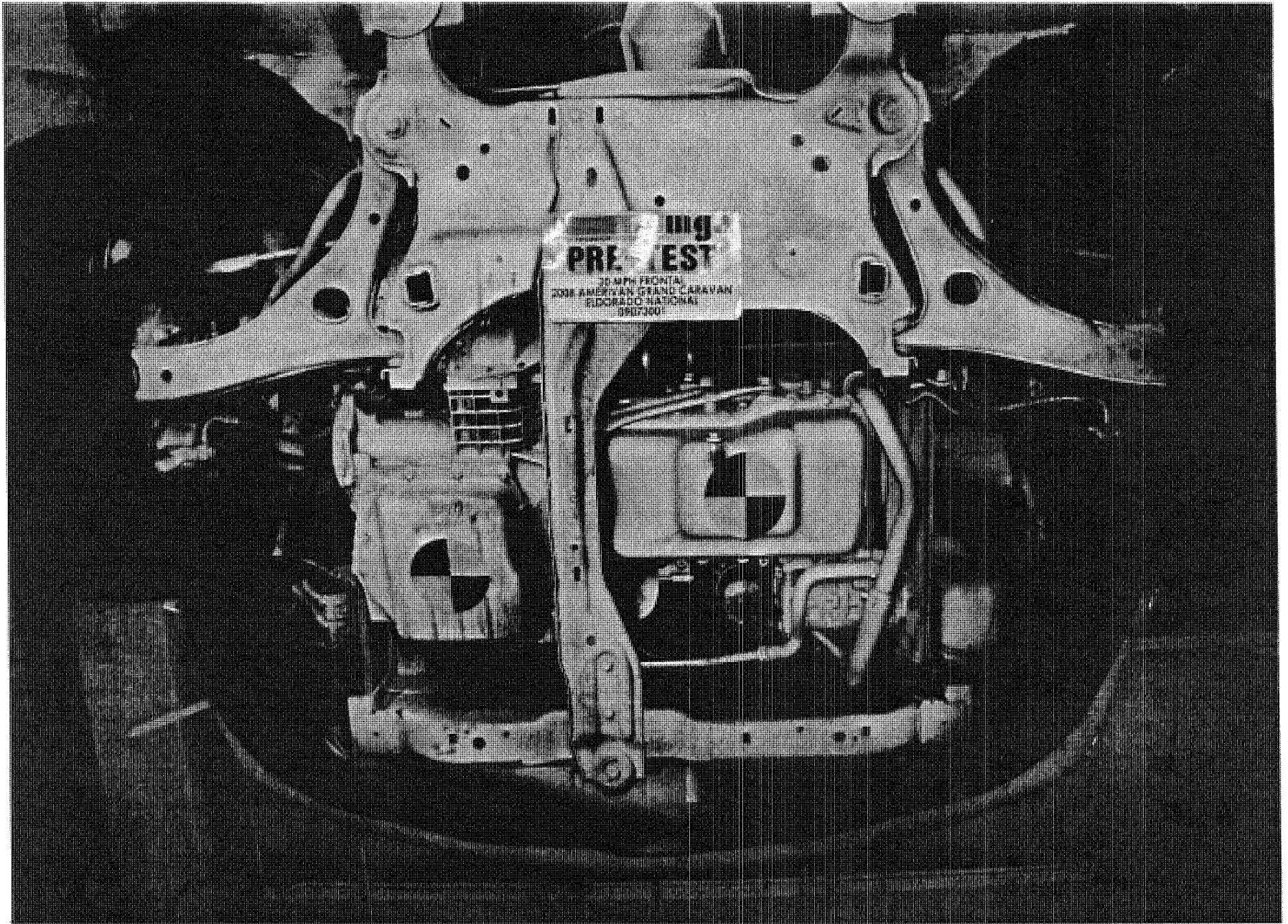
Pre-Test Right Rear Three-Quarter View of Test Vehicle

A-18.

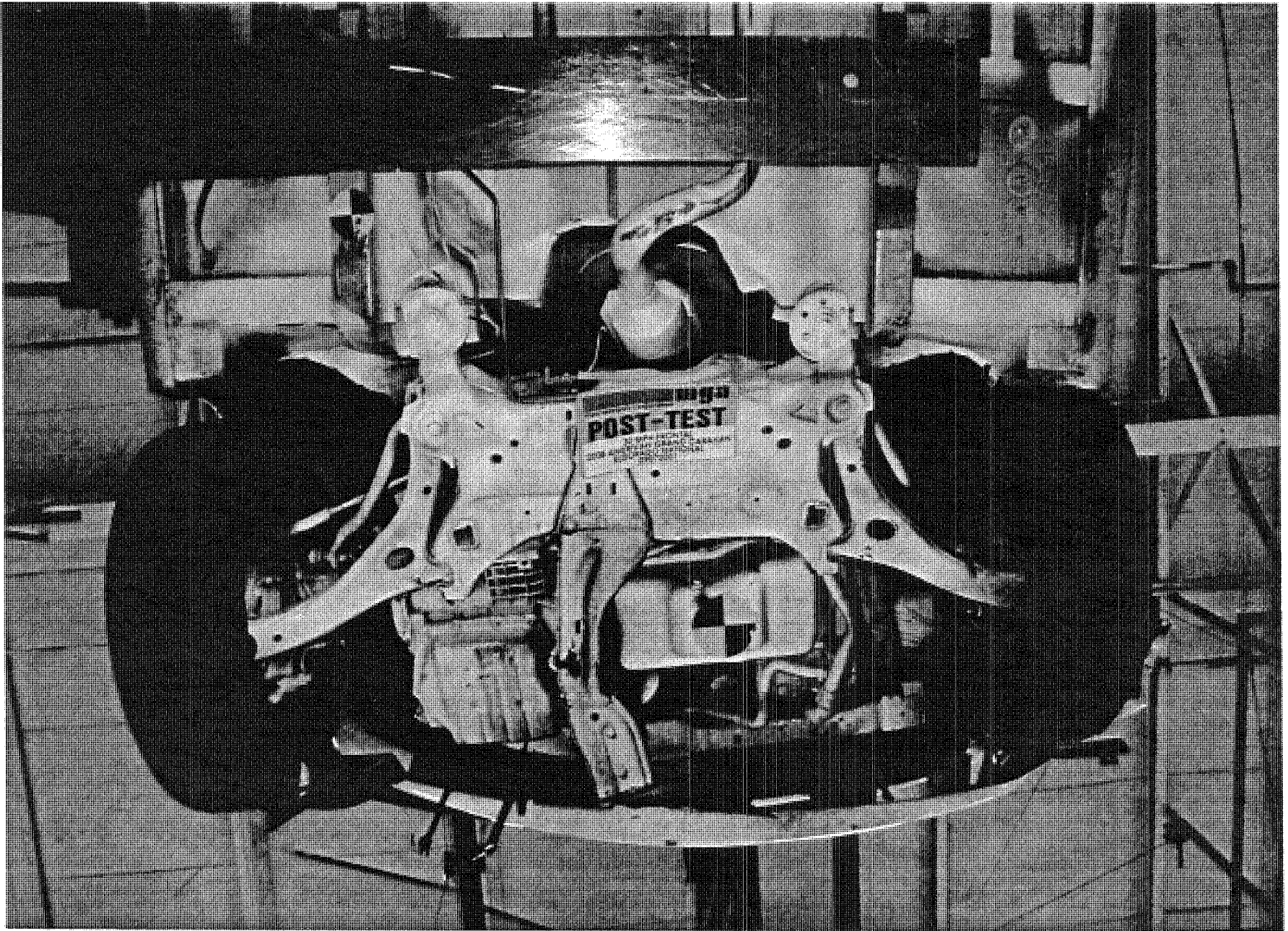


Post-Test Right Rear Three-Quarter View of Test Vehicle

A-19.

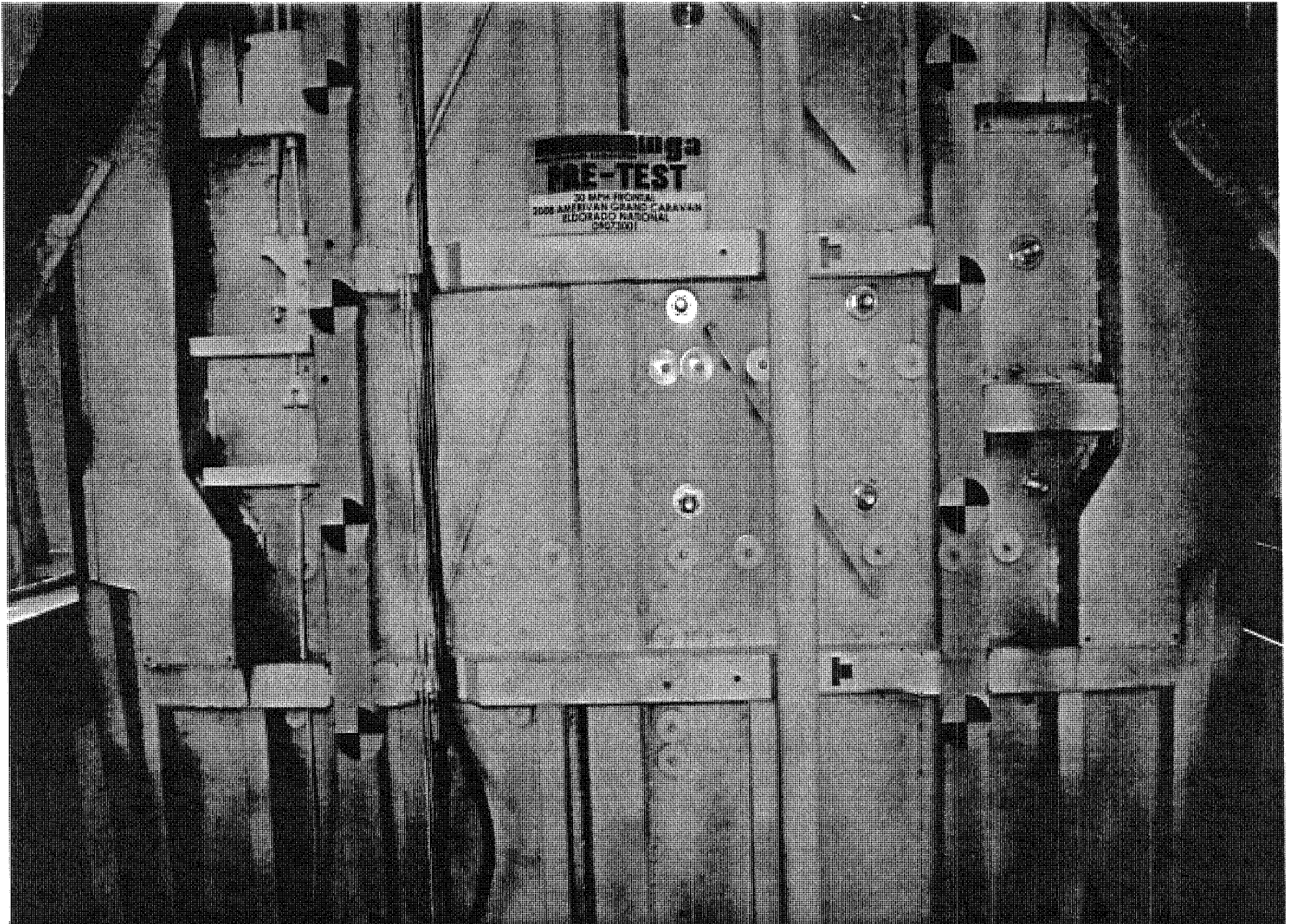


Pre-Test Front Underbody View



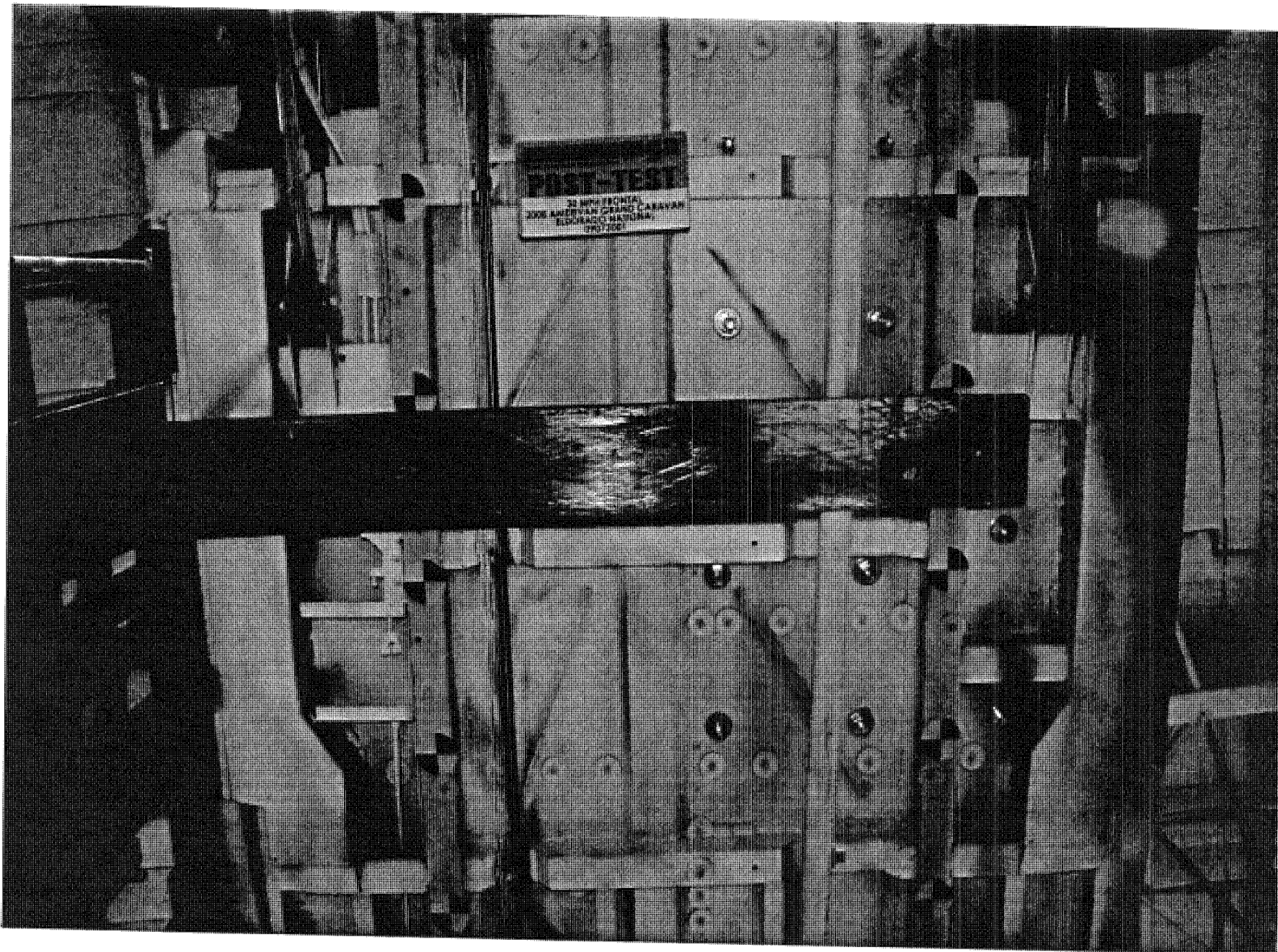
A-20.

Post-Test Front Underbody View



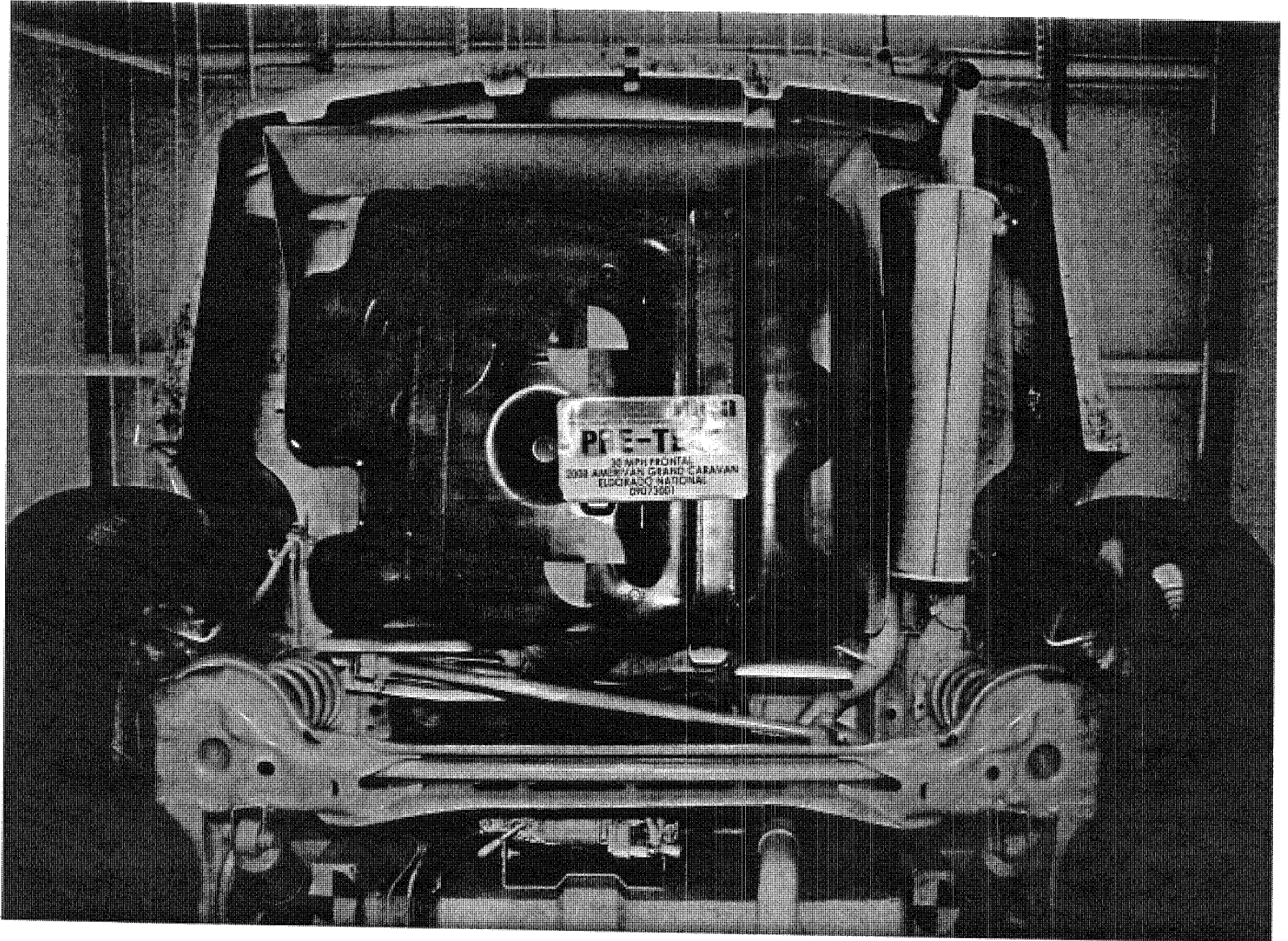
Pre-Test Mid Underbody View

A-22.



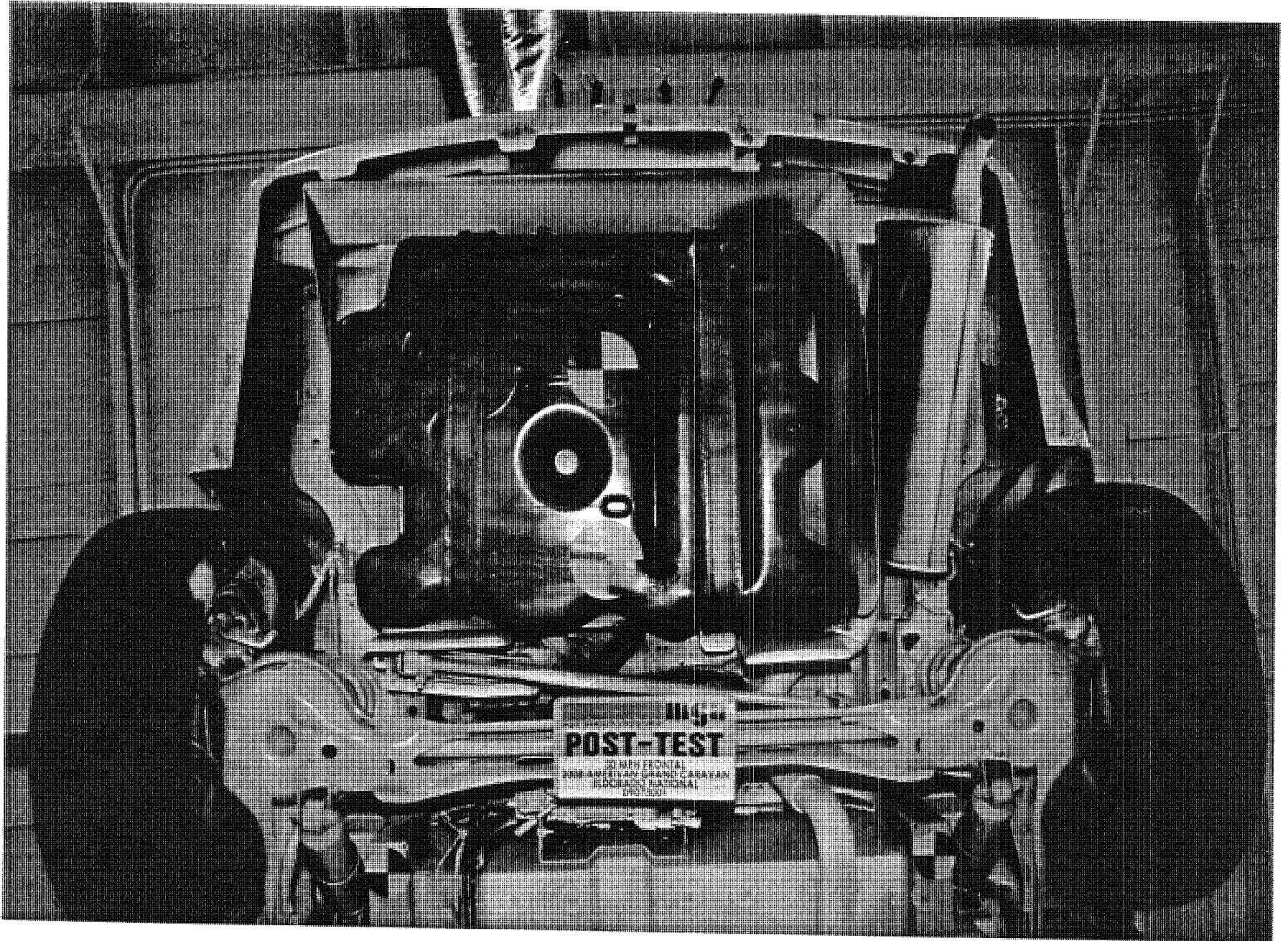
Post-Test Mid Underbody View

A-23.



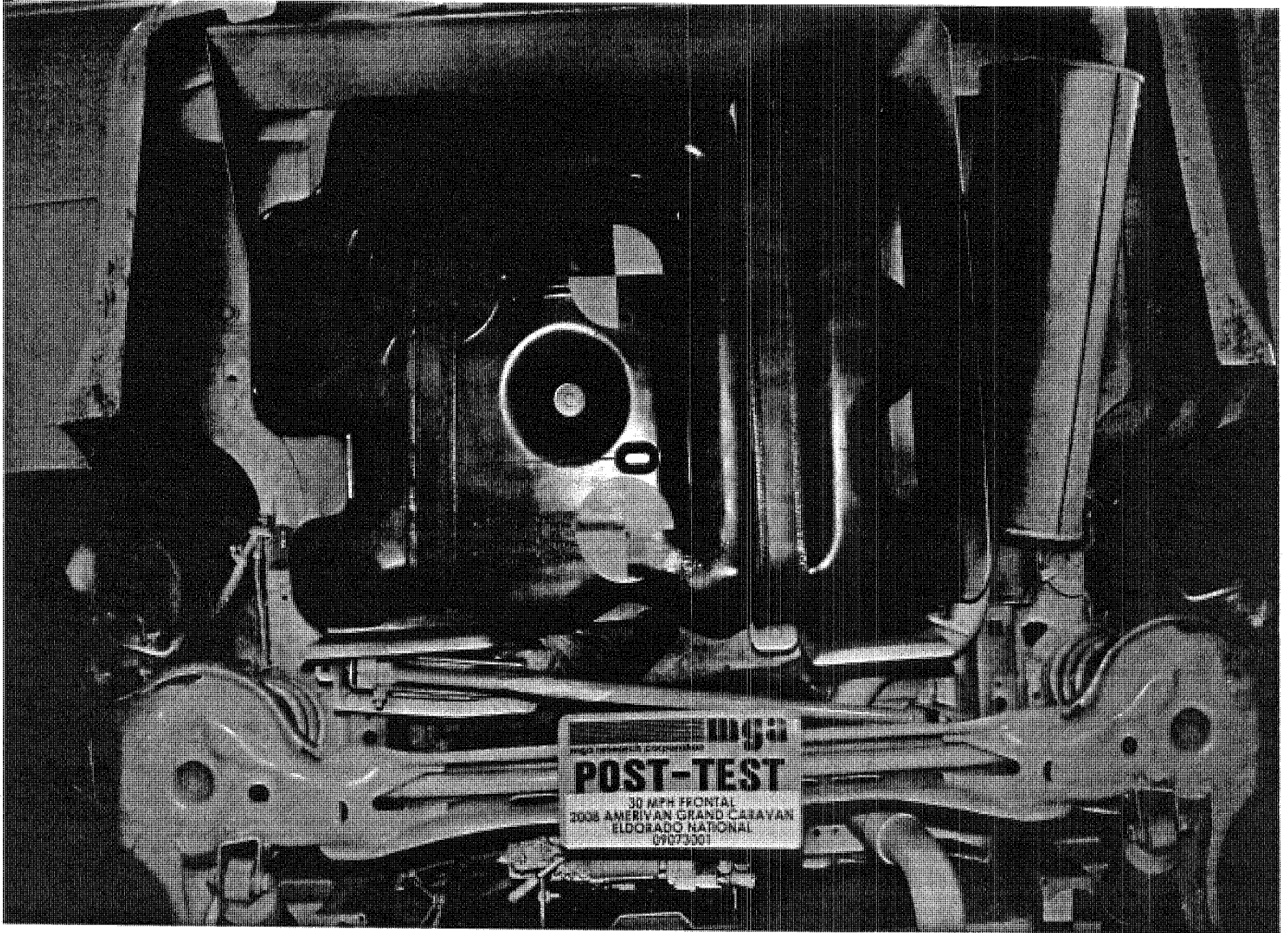
Pre-Test Rear Underbody View

A-24.



Post-Test Rear Underbody View

A-25.



Post-Test Fuel Tank View

mga
mga research corporation

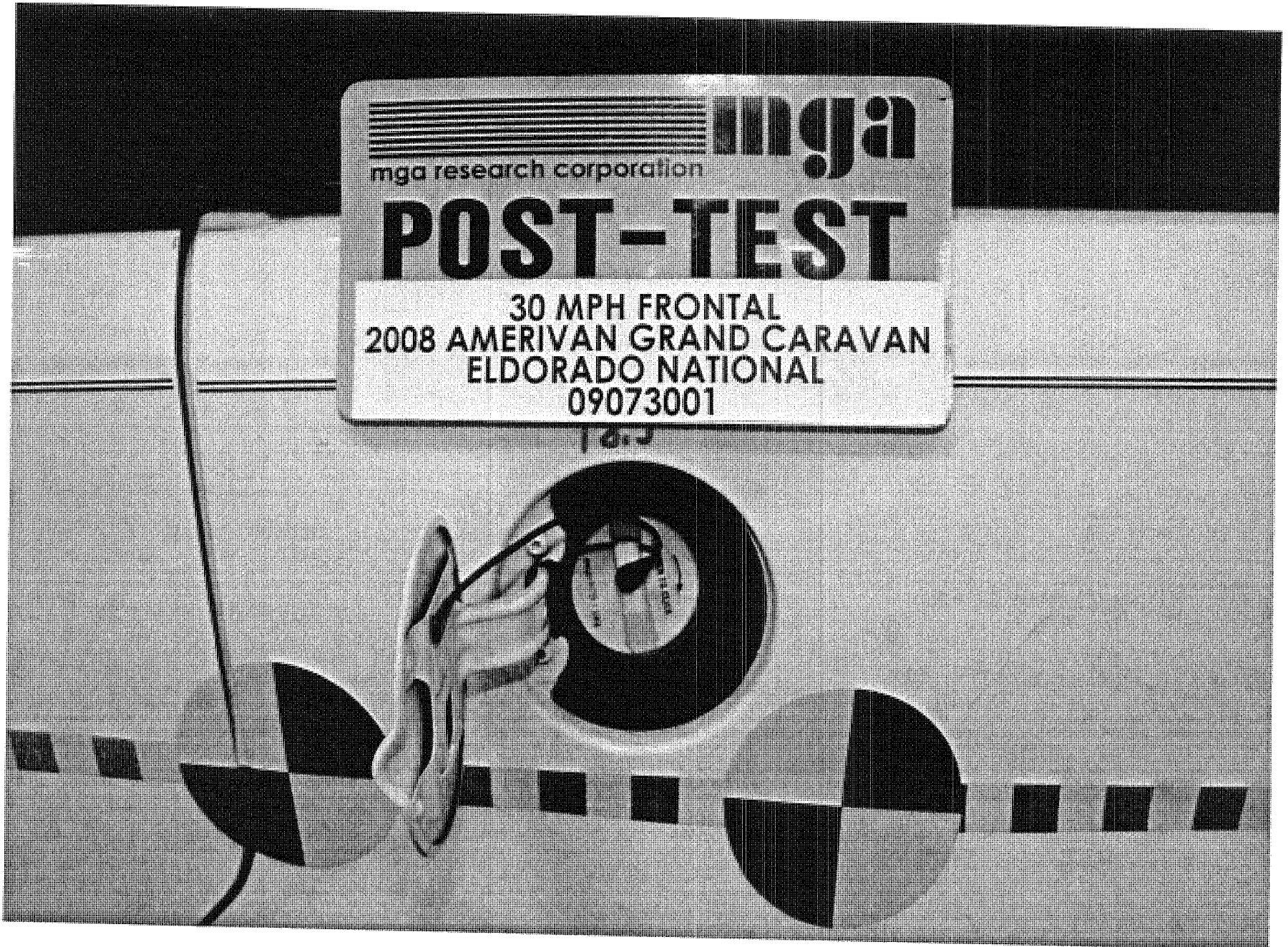
PRE-TEST

30 MPH FRONTAL
2008 AMERICAN GRAND CARAVAN
ELDORADO NATIONAL
09073001

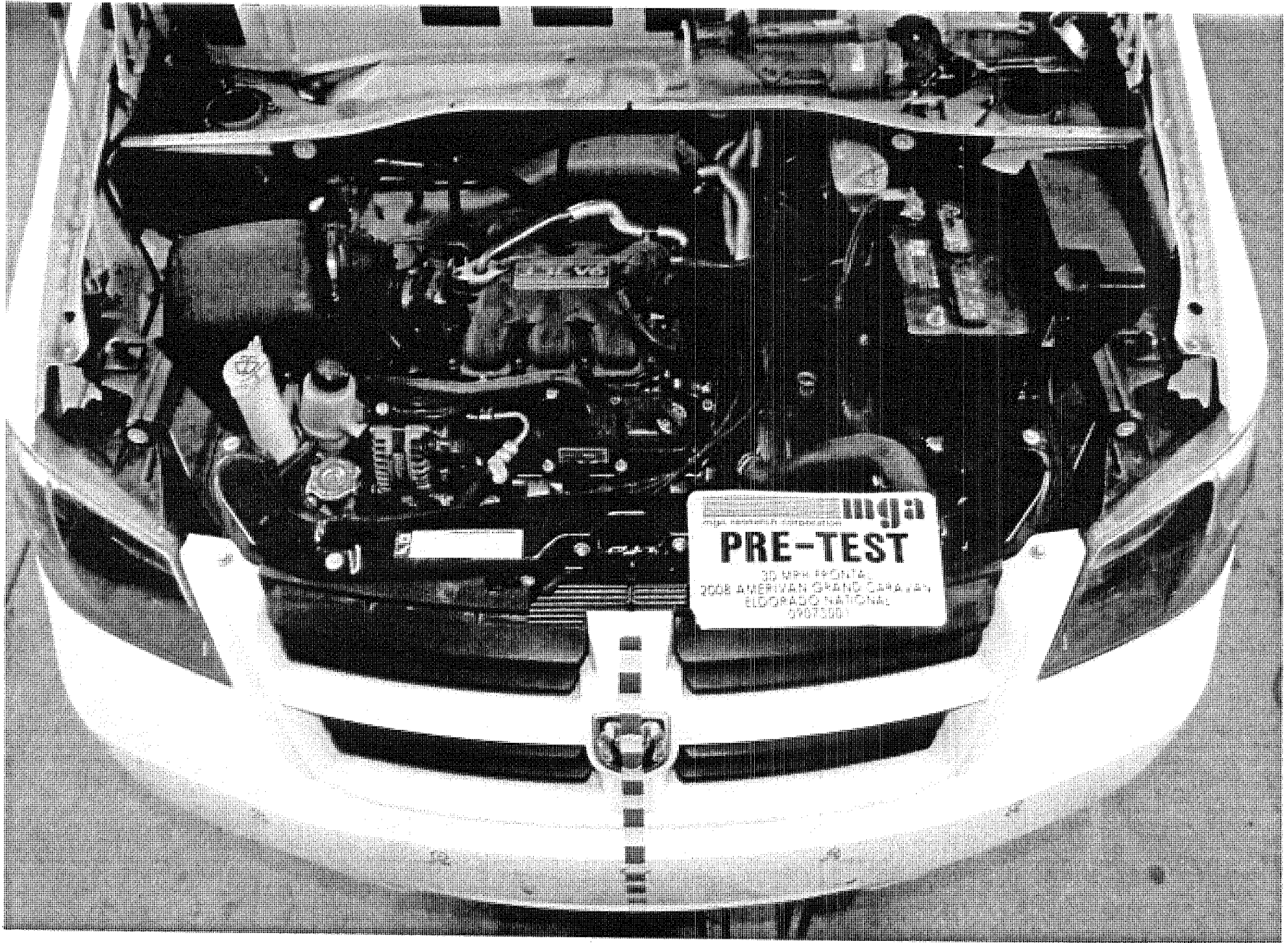
A-26.

Pre-Test Fuel Filler Cap

A-27.



Post-Test Fuel Filler Cap



Pre-Test Engine Compartment View

A-29.



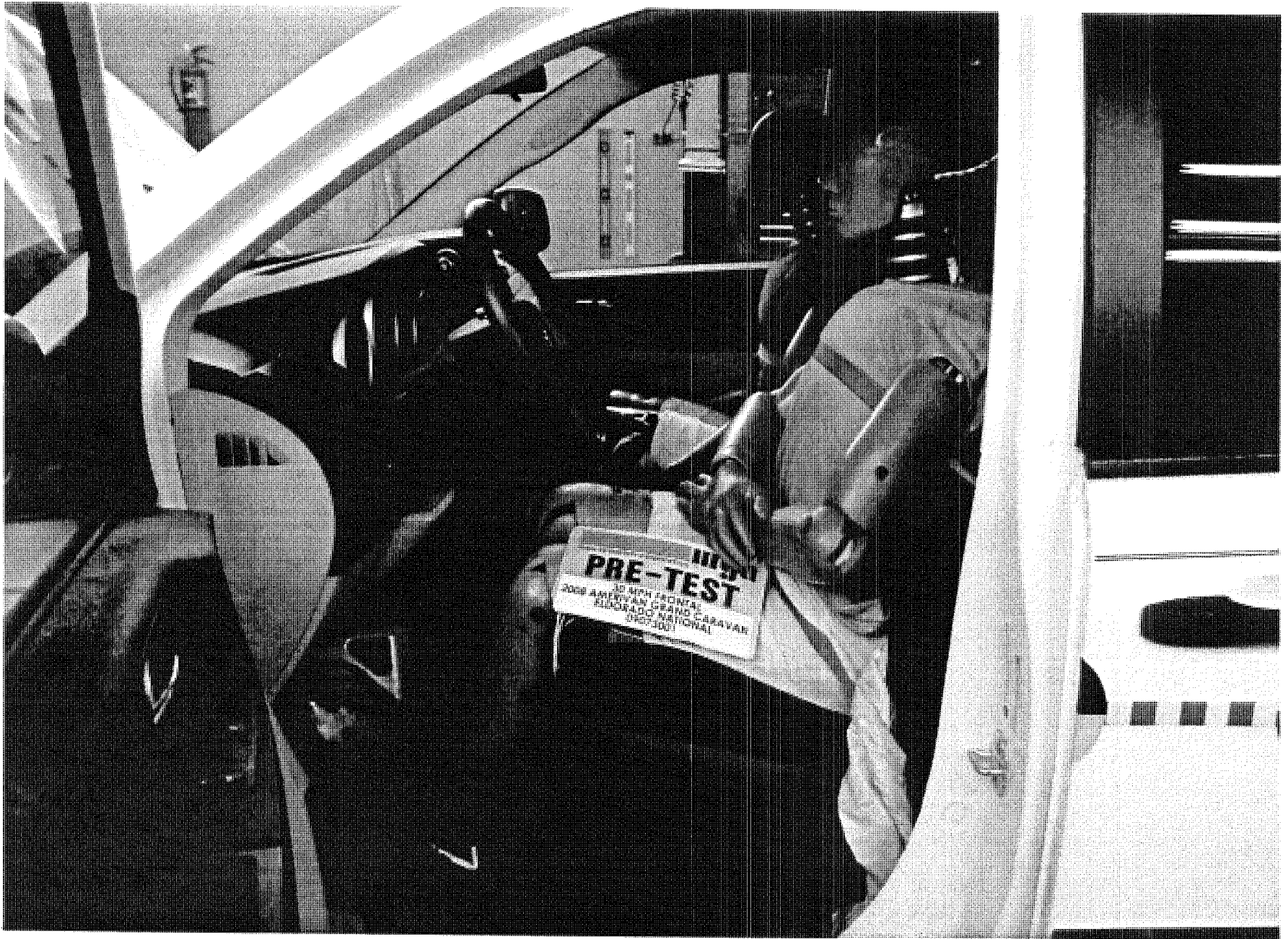
Pre-Test Driver Dummy Position Left Side View

A-30.



Post-Test Driver Dummy Position Left Side View

A-31.



Pre-Test Driver Dummy Position Left Side View (Door Open)

A-32.



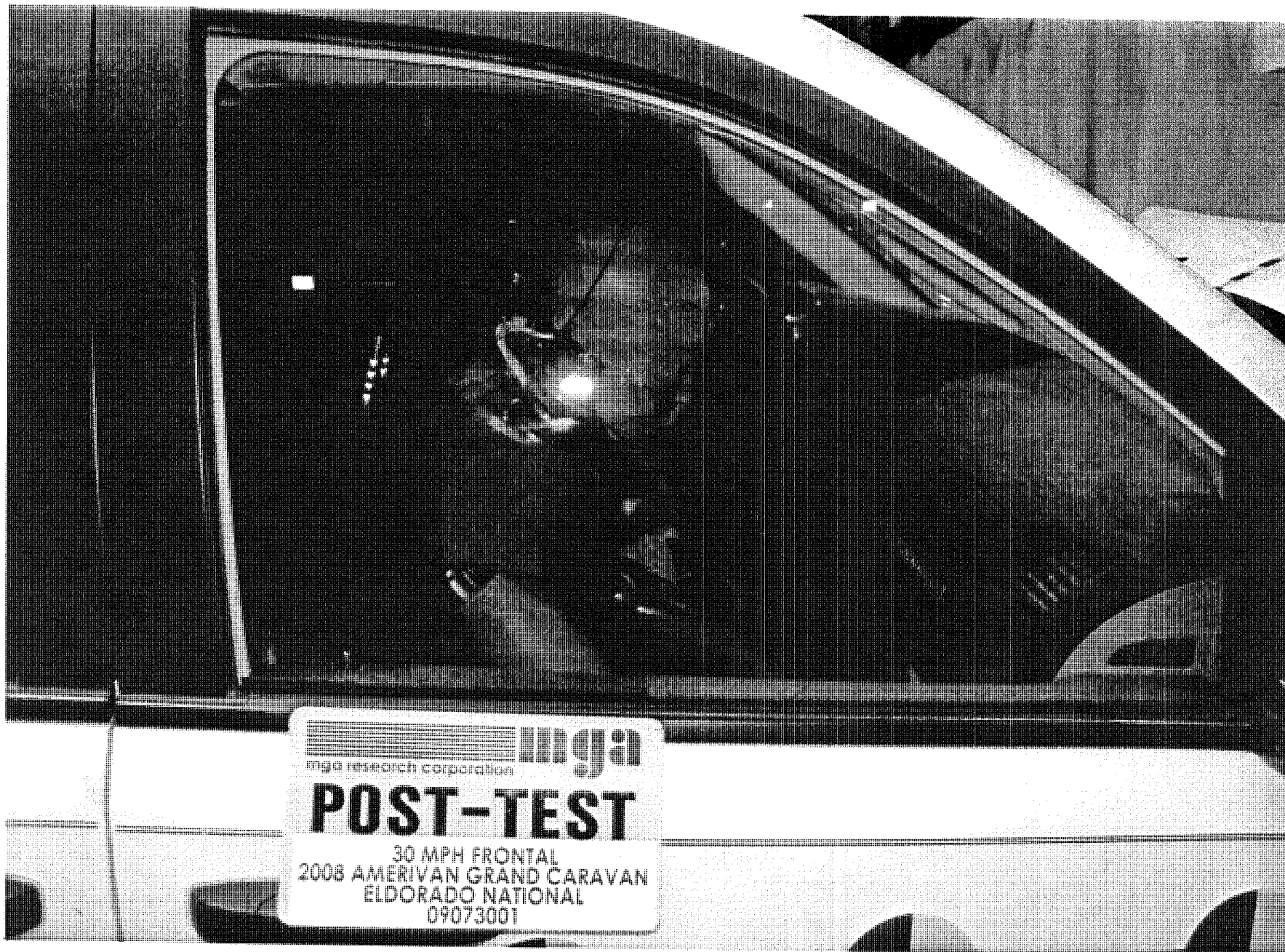
Post-Test Driver Dummy Position Left Side View (Door Open)

A-33.



Pre-Test Passenger Dummy Position Right Side View

A-34.

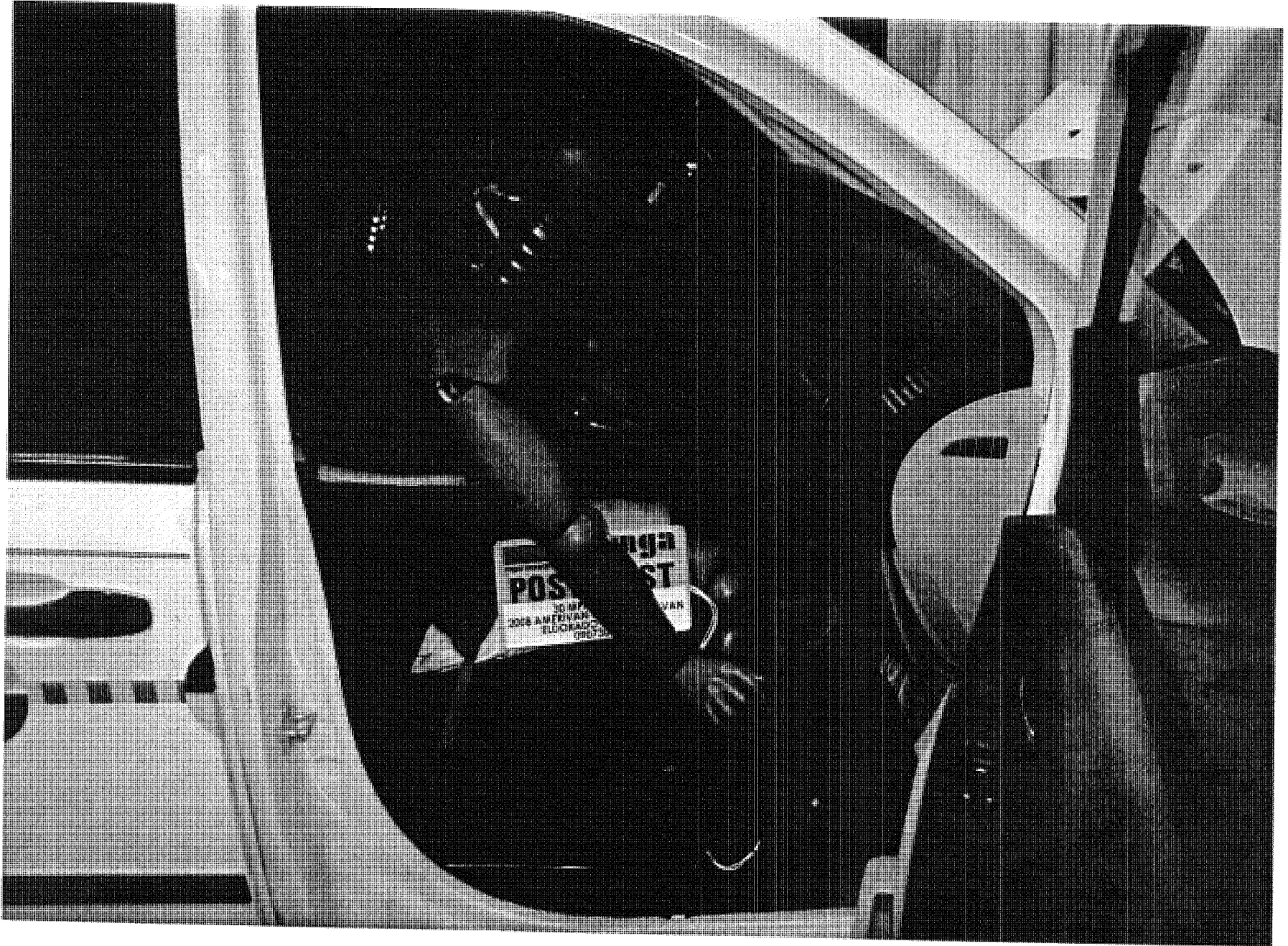


Post-Test Passenger Dummy Position Right Side View



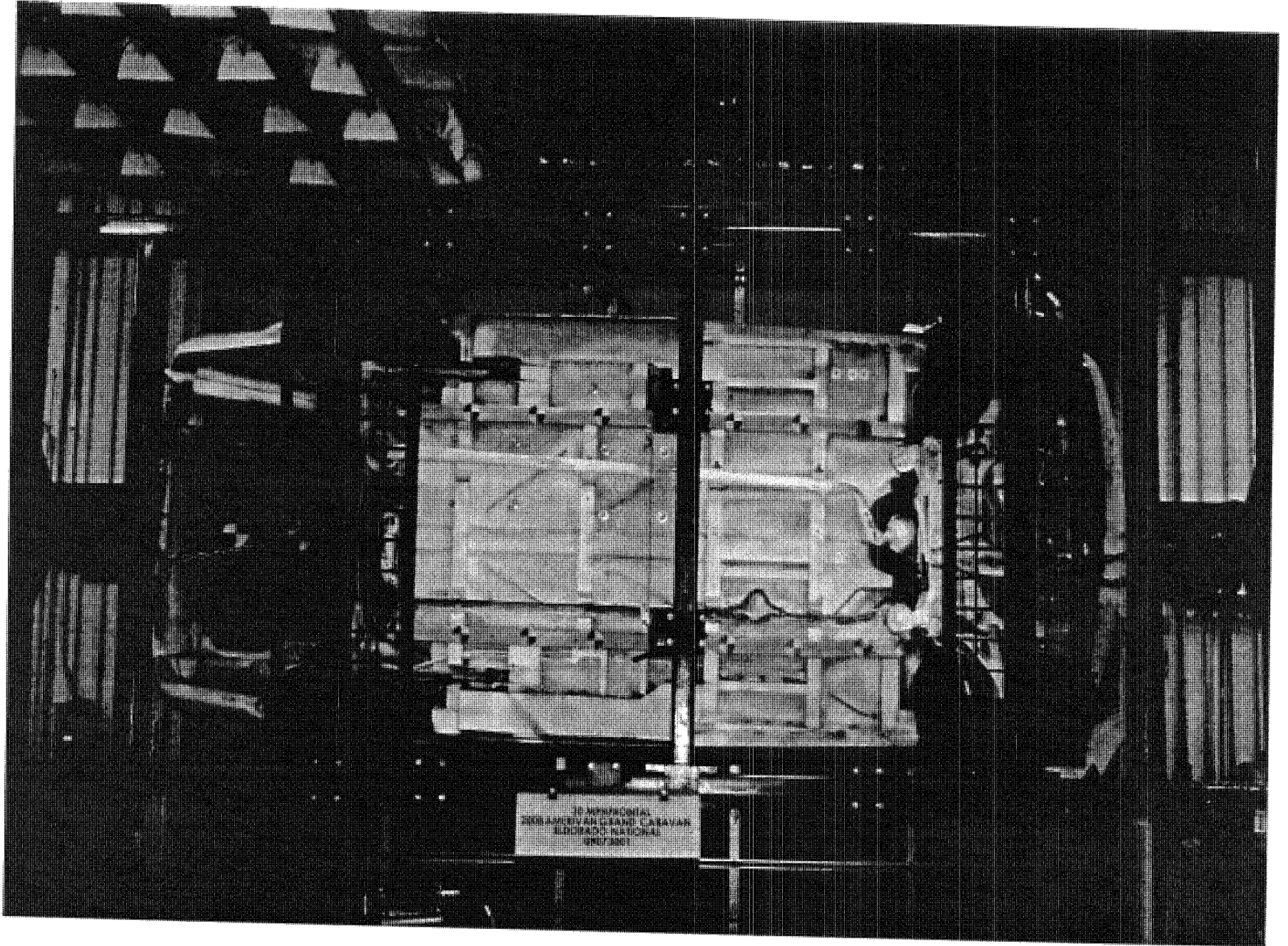
A-35.

Pre-Test Passenger Dummy Position Right Side View (Door Open)



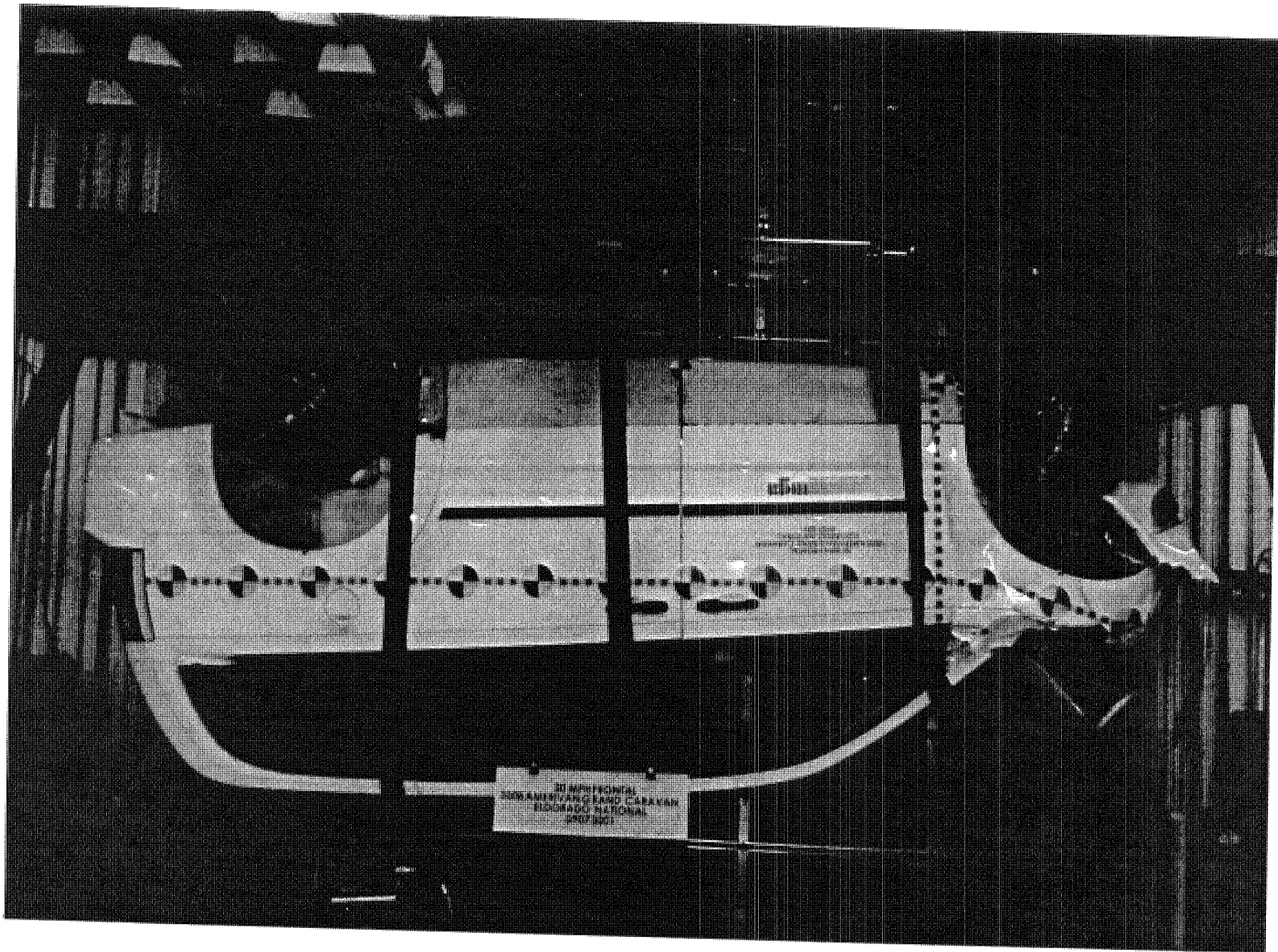
Post-Test Passenger Dummy Position Right Side View (Door Open)

A-37.



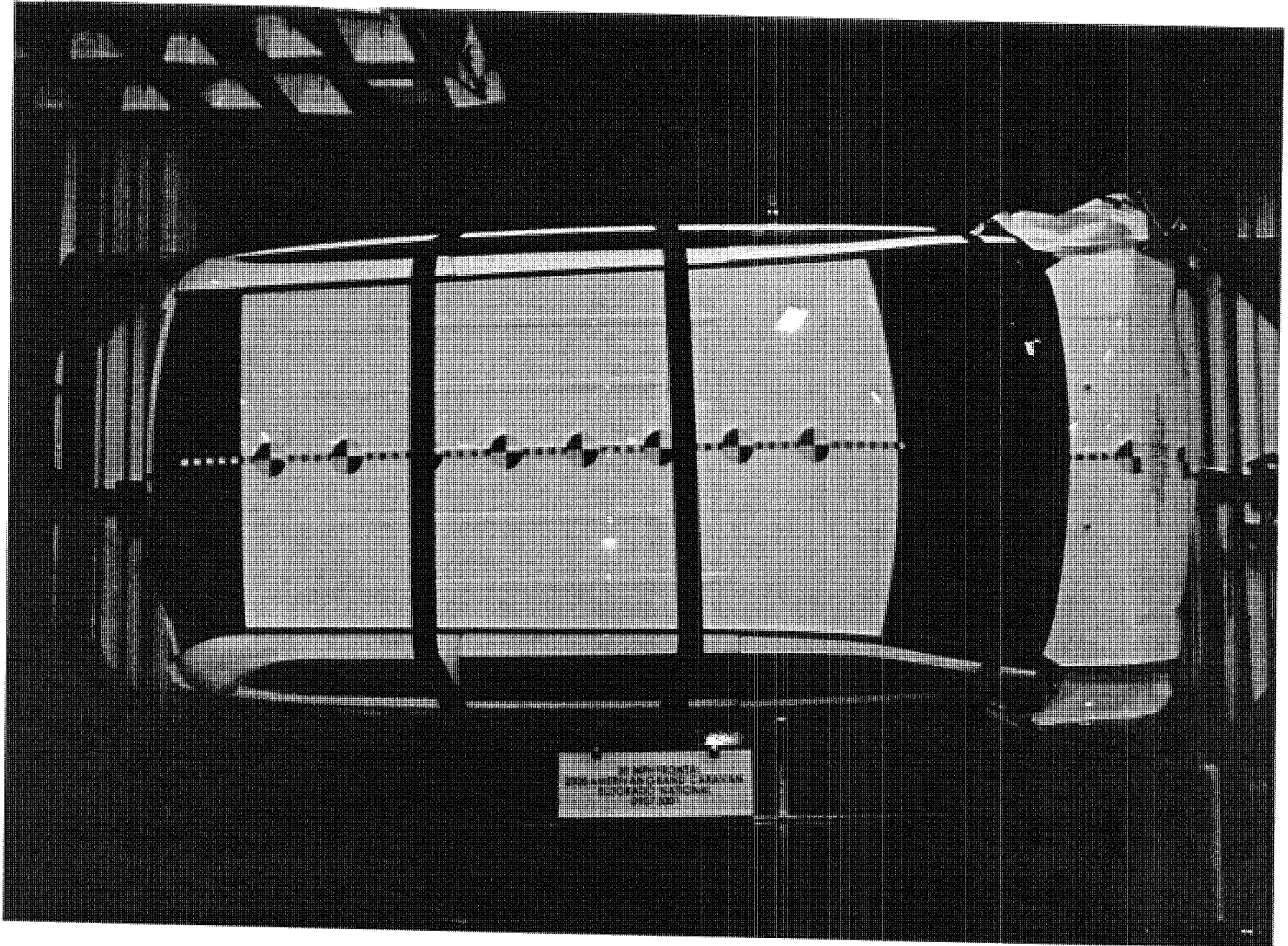
Rollover 90 Degrees

A-38.



Rollover 180 Degrees

A-39.



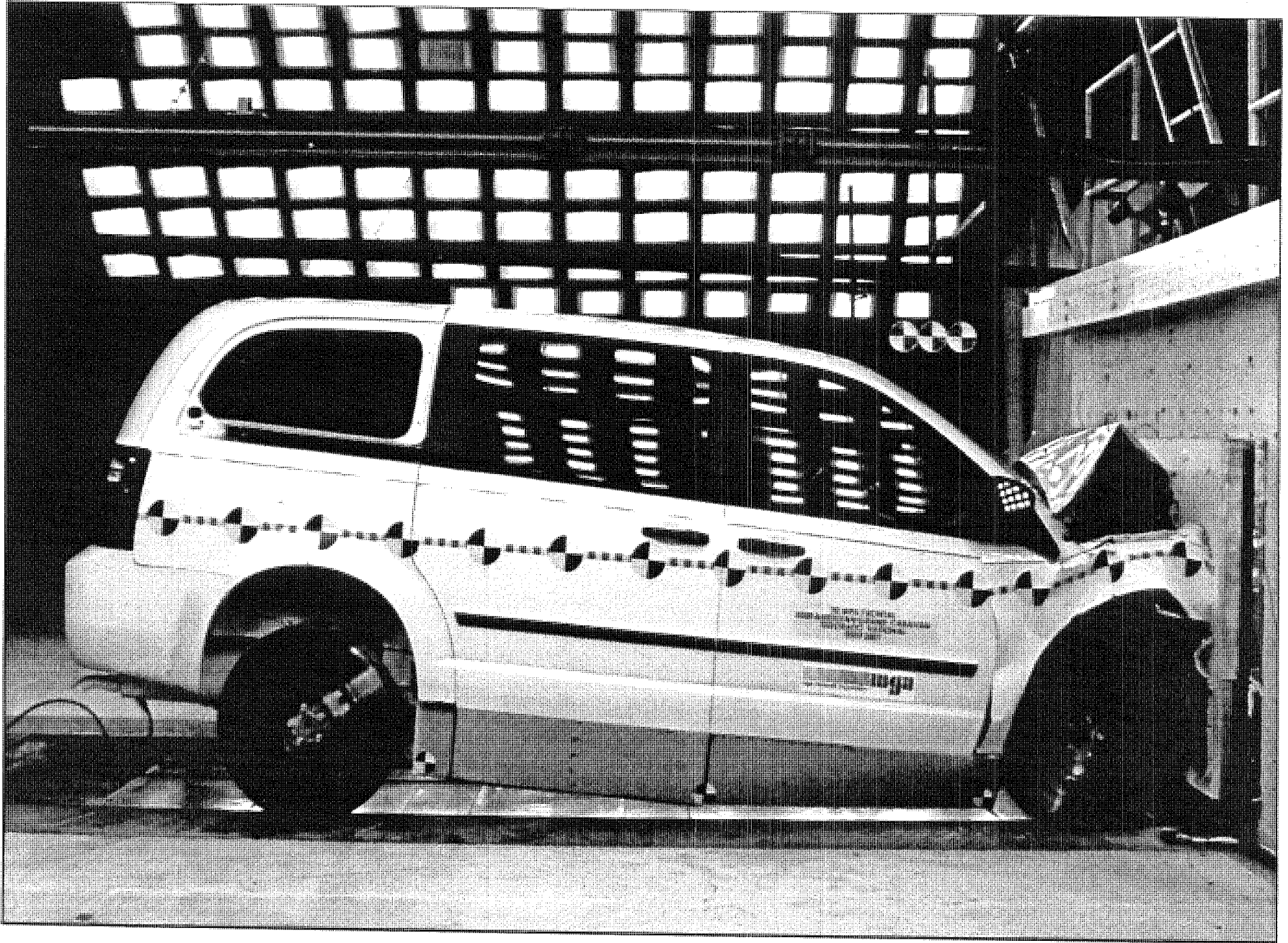
Rollover 270 Degrees

A-40.

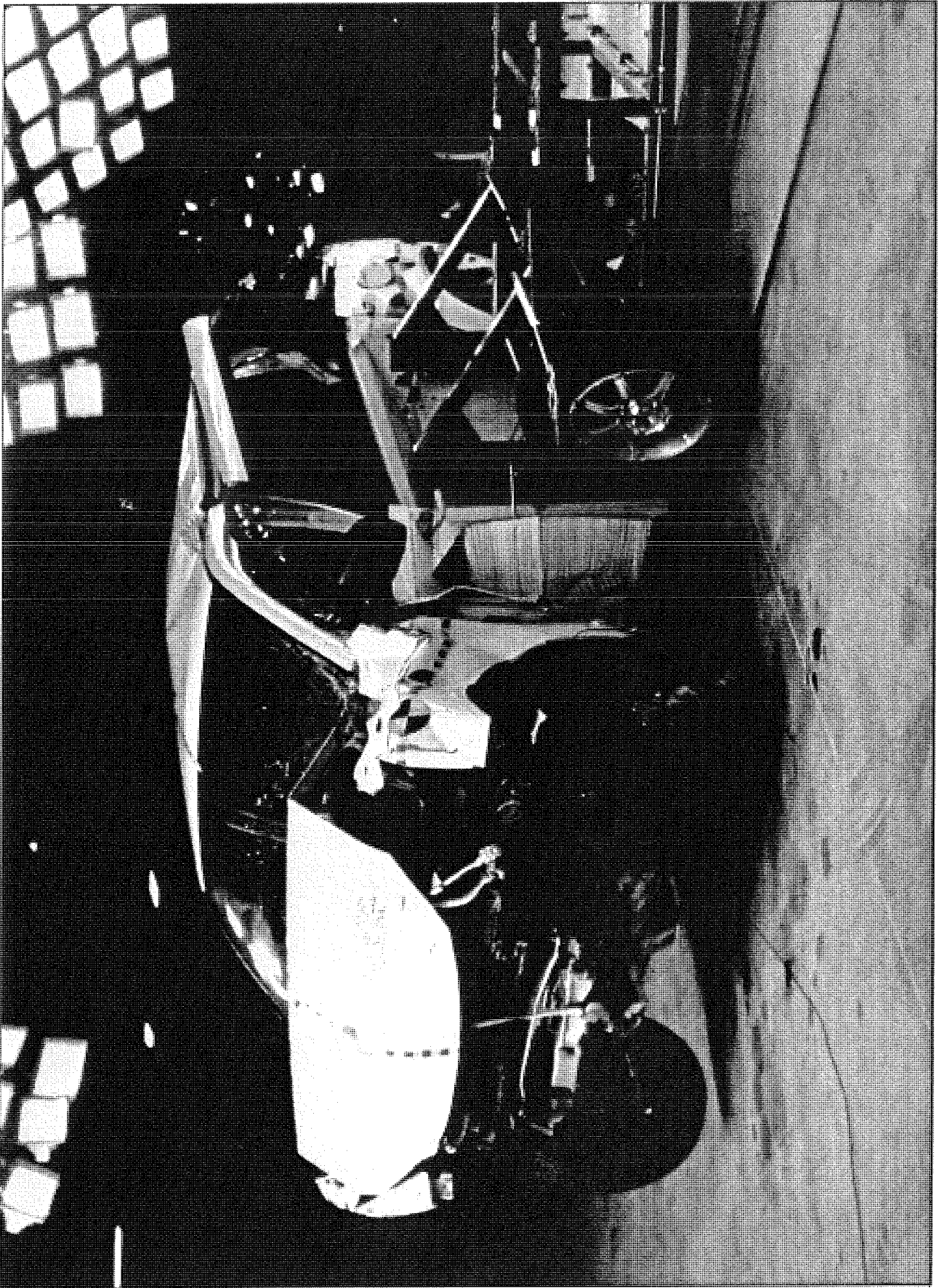


Rollover 360 Degrees

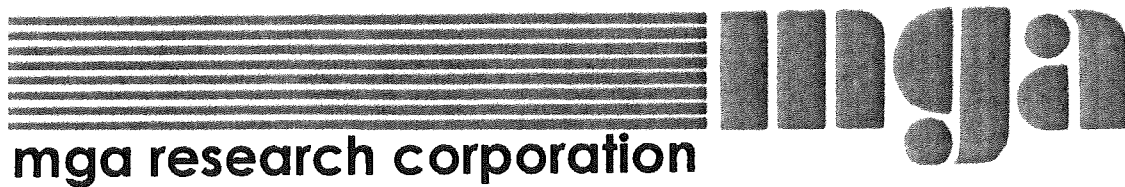
A-41.



Vehicle Impact



Vehicle Impact



**33.5 MPH SIDE IMPACT
FMVSS 301**

2008 Amerivan Grand Caravan

MGA Reference Number: C09C3-003.3

Test Date: July 31, 2009

Report Date: August 5, 2009

**PREPARED FOR:
EIDorado National
1655 Wall Street
Salina, KS 67401**

**PREPARED BY:
MGA Research Corporation
5000 Warren Road
Burlington, WI 53105**

SIGNATURE APPROVAL PAGE

Procedure Number: MGA Frontal/Rear/Side Impact
Dated June 11, 2008

Total Pages: 51

Prepared By: Joe Fleck
Joe Fleck, Project Engineer

Reviewed By: David Winkelbauer
David Winkelbauer, Project Engineer

Technicians: Jamie Aide
Tim Bratz
Jordan Haynes
Tom Miller
Tim Novak
JR Sienko

Photographic: Chris Roach

Secretary: Cyndy Kline

The results presented in this report relate only to the specified test items.

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2	General Test and Vehicle Parameter Data	4
3	Summary of C/FMVSS 301 Data	5
4	Camera Locations	6
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A	Photographs	A

SECTION 1

TEST SUMMARY

A 2008 Amerivan Grand Caravan was impacted by the FMVSS 214 moving deformable barrier at a velocity of 54.1 km/h. The test was performed at MGA Research Corporation on July 31, 2009. Pre-and post-test photographs of the vehicle can be found in Appendix A.

One real-time camera and three high-speed cameras were used to document the impact event. Camera locations and other pertinent camera information can be found in this report.

Two ballast dummies were placed in the driver and right-front passenger seating positions.

There was no Stoddard Solvent leakage after the event or during any phase of the static rollover.

SECTION 2
OCCUPANT AND VEHICLE INFORMATION / DATA SHEETS

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 33.5 mph Side

Test Date: 7/31/2009

CONVERSION FACTORS USED IN THIS REPORT*

Quantity	Typical Application	English Units	Metric Unit	Multiply By
Mass	Vehicle Weight	lb	kg	0.4536
Linear Velocity	Impact Velocity	mile/h	km/h	1.609
Length or Distance	Measurements	in	mm	25.4
Volume	Fuel Systems	gal	liter	3.785
Pressure	Tire Pressure	lbf/in ²	kPa	7.0
Temperature	General Use	°F	°C	$= (tf - 32) / 1.8$
Force	Dynamic Forces	lbf	N	4.448
Moment	Torque	lbf/ft	Nm	1.355

*Based on the Recommended Practice in SAE J916, May 85

DATA SHEET NO. 1
CRASH TEST SUMMARY

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 33.5 mph Side

Test Date: 7/31/2009

TEST SPEED

Measured Parameter	Units	Value
Trap No. 1 Velocity (Primary)	km/h	54.1
Trap No. 2 Velocity (Redundant)	km/h	54.1

FUEL TANK CAPACITY DATA

The "Usable Capacity" of the standard equipment fuel tank is: 75.7 liters

Actual amount of Stoddard solvent added to vehicle for certification test: 70.0 liters

TEST VEHICLE VERTICAL IMPACT LINE DATA

Measurement Description	Units	Value
Test Vehicle Wheelbase	mm	3082
Test Vehicle Width	mm	1958
Target Impact Point Aft of Front Axle	mm	508
Actual Impact Point Aft of Front Axle	mm	505
Vertical Impact	mm	12 up

DATA SHEET NO. 2

GENERAL TEST AND VEHICLE PARAMETER DATA

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 33.5 mph Side

Test Date: 7/31/2009

TEST VEHICLE INFORMATION

Manufacturer	Chrysler
Model	Amerivan Grand Caravan
VIN	1D8HN44H88B100327
Transmission	Automatic
Final Drive	Front
Number of Cylinders	6
Engine (L)	3.3
Engine Placement	Lateral

TEST VEHICLE OPTIONS

Driver Airbag	Yes
Passenger Airbag	Yes
Power Windows	Yes
Power Steering	Yes
Power Door Locks	Yes
Tilt Wheel	Yes
Air Conditioning	Yes
Power Brakes	Yes

TIRE DATA

Measured Parameter	Front	Rear
Cold Pressure (kPa)	250	250
Tire Size on Vehicle	225/65R16	225/65R16
Tire Manufacturer	Yokohama	Yokohama

TEST VEHICLE WEIGHTS

	Units	As Delivered (UVW) (Axle)			As Tested (ATW) (Axle)		
		Front	Rear	Total	Front	Rear	Total
Left	kg	568.4	488.1		592.4	552.1	
Right	kg	542.5	470.4		575.6	550.7	
Ratio	%	53.7	46.3		51.4	48.6	
Totals	kg	1110.9	958.5	2069.4	1168.0	1102.8	2270.8

Vehicle Wheelbase (mm): 3082

Weight of Ballast secured in cargo area (kg): 124.7

DATA SHEET NO. 3
SUMMARY OF C/FMVSS 301 DATA

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 33.5 mph Side

Test Date: 7/31/2009

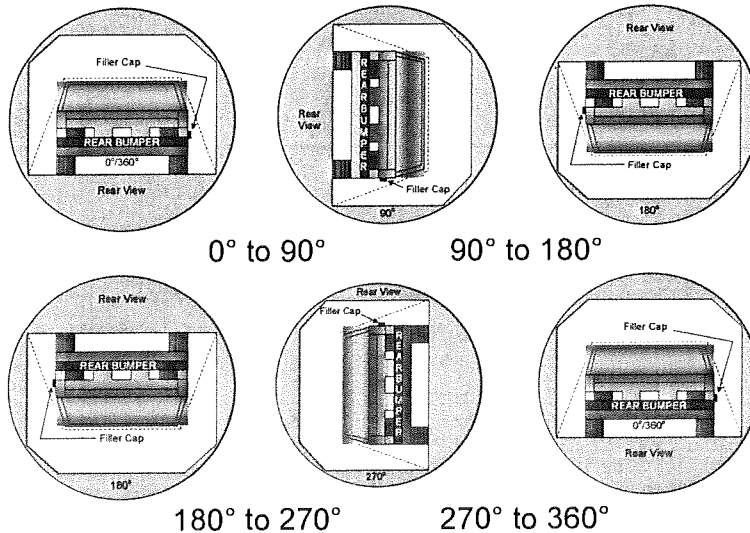
C/FMVSS 301 FUEL SYSTEM INTEGRITY POST IMPACT DATA

Temperature at Time of Impact: 21° C

Stoddard Solvent Spillage Measurements

- A. From impact until vehicle motion ceases: 0 oz.
 (Maximum Allowable = 1 ounce)
- B. For the 5 minute period after motion ceases: 0 oz.
 (Maximum Allowable = 5 ounces)
- C. For the following 25 minutes: 0 oz.
 (Maximum Allowable = 1 oz. /minute)
- D. Spillage: None

C/FMVSS 301 STATIC ROLLOVER DATA



1. The specified fixture rollover rate for each 90° of rotation is 60 to 180 seconds.

2. The position hold time at each position is 300 seconds (minimum).

3. Details of Stoddard Solvent spillage locations:
None

Test Phase	Rotation Time (sec.)	Hold Time (sec.)	Spillage (oz.)
0° to 90°	119	300	0
90° to 180°	109	300	0
180° to 270°	111	300	0
270° to 360°	113	300	0

DATA SHEET NO. 4
CAMERA LOCATIONS

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 33.5 mph Side

Test Date: 7/31/2009

No.	Camera View	Location (mm) *			Lens (mm)	Speed (fps)
		X	Y	Z		
1	Front Angle	4300	-4425	1230	24	1000
2	Rear Overall	-2830	5350	1240	20	1000
3	Overhead Overall	-570	0	4840	14	1000
4	Real Time				13	24

*COORDINATES:

- +X = Rearward of barrier
- +Y = Right of monorail centerline
- +Z = Above ground level

APPENDIX A
PHOTOGRAPHS

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A-1.

MFD BY CHRYSLER LLC

DATE OF MFR
9-07

GWR
2745 KG(6050 LB)

GWR FRONT WITH TIRES
1339 KG(2950 LB) 225/65R16

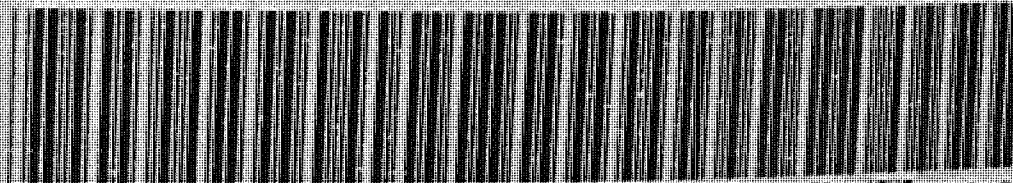
RIMS AT COLD
16X6.5 250 KPA(36 PSI)

GWR REAR WITH TIRES
1407 KG(3100 LB) 225/65R16

RIMS AT COLD
16X6.5 250 KPA(36 PSI)

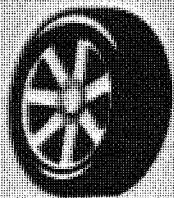
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.A. FEDERAL MOTOR VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1D8HN44H88B100327 TYPE: MPV SINGLE X DUAL



MDH: 082815 030AA PNT:PW1 VEHICLE MADE IN U.S.A. TRM:J7US 4648583

Vehicle Certification Label



TIRE AND LOADING INFORMATION

~~SEATING CAPACITY TOTAL 7 FRONT 2 REAR 5~~

THE COMBINED WEIGHT OF OCCUPANTS AND CARGO SHOULD NEVER EXCEED
521 KG OR 1150 LB

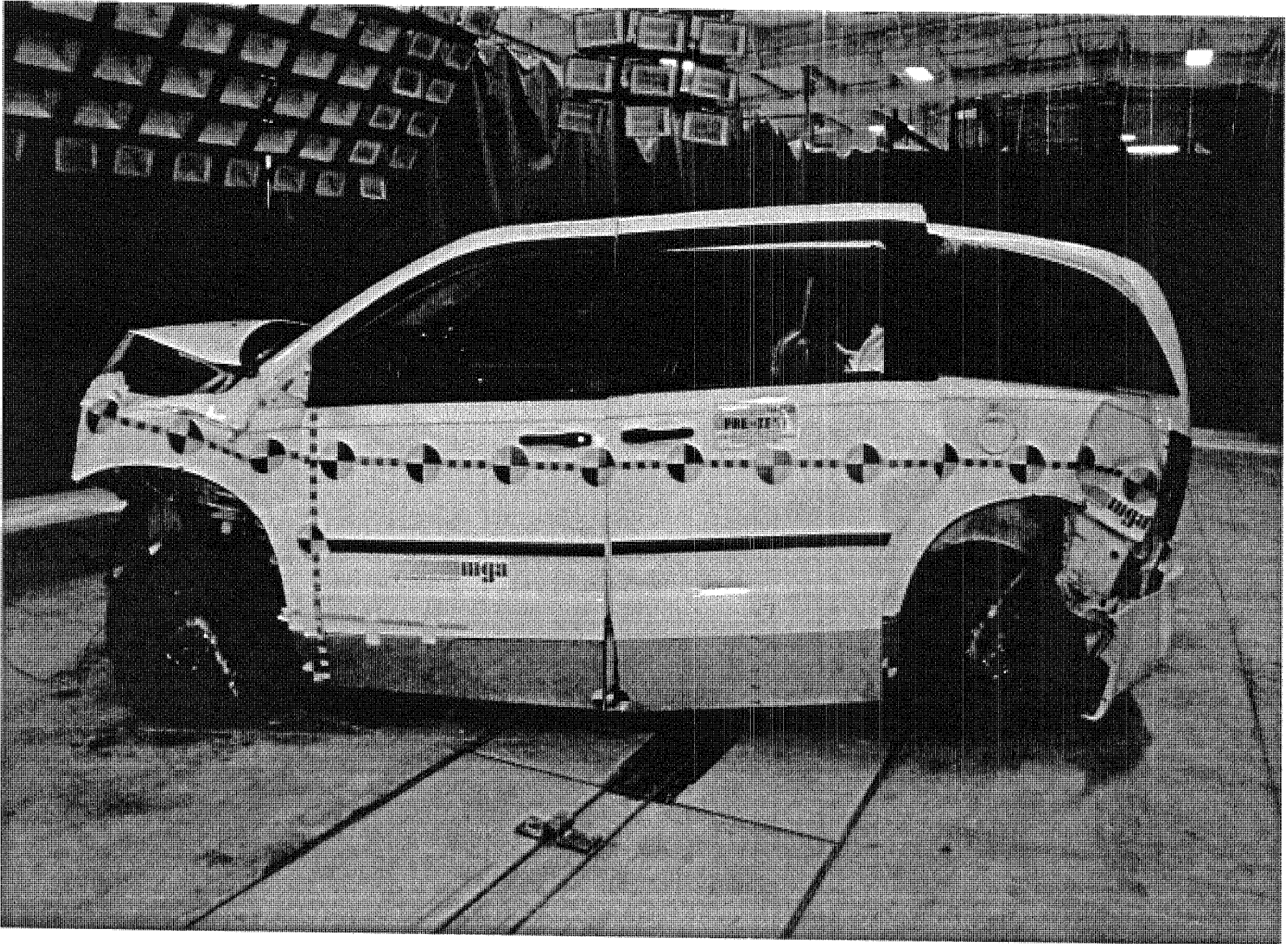
TIRE	FRONT	REAR	SPARE
ORIGINAL TIRE SIZE	225/65R16	225/65R16	T145/90D16
COLD TIRE INFLATION PRESSURE	250 kPa, 36 PSI	250 kPa, 36 PSI	420 kPa, 60 PSI

SEE OWNERS MANUAL FOR ADDITIONAL INFORMATION



8B100327

A-3.



Pre-Test Left Side View of Test Vehicle

A-4.



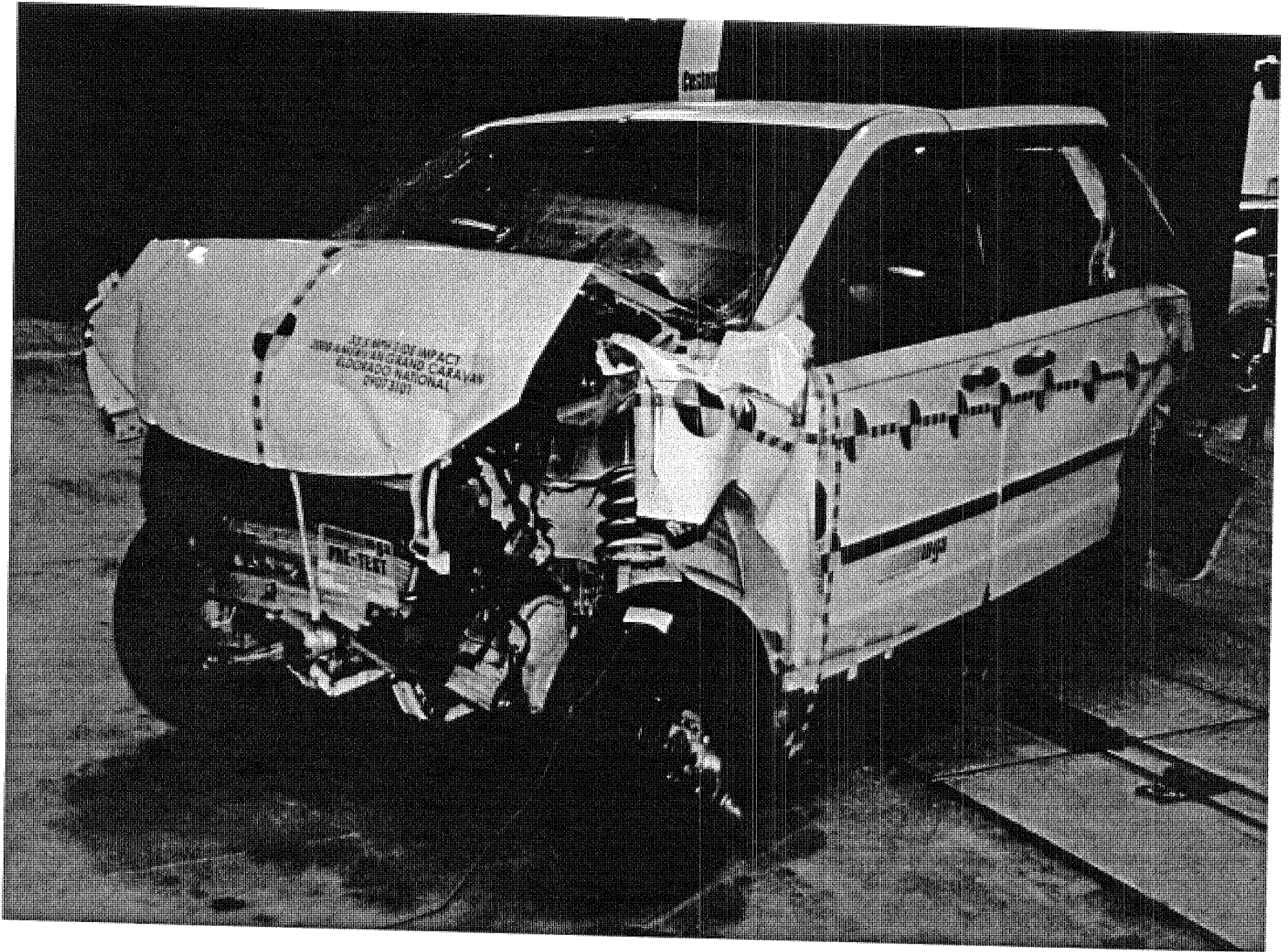
Post-Test Left Side View of Test Vehicle

A-5.



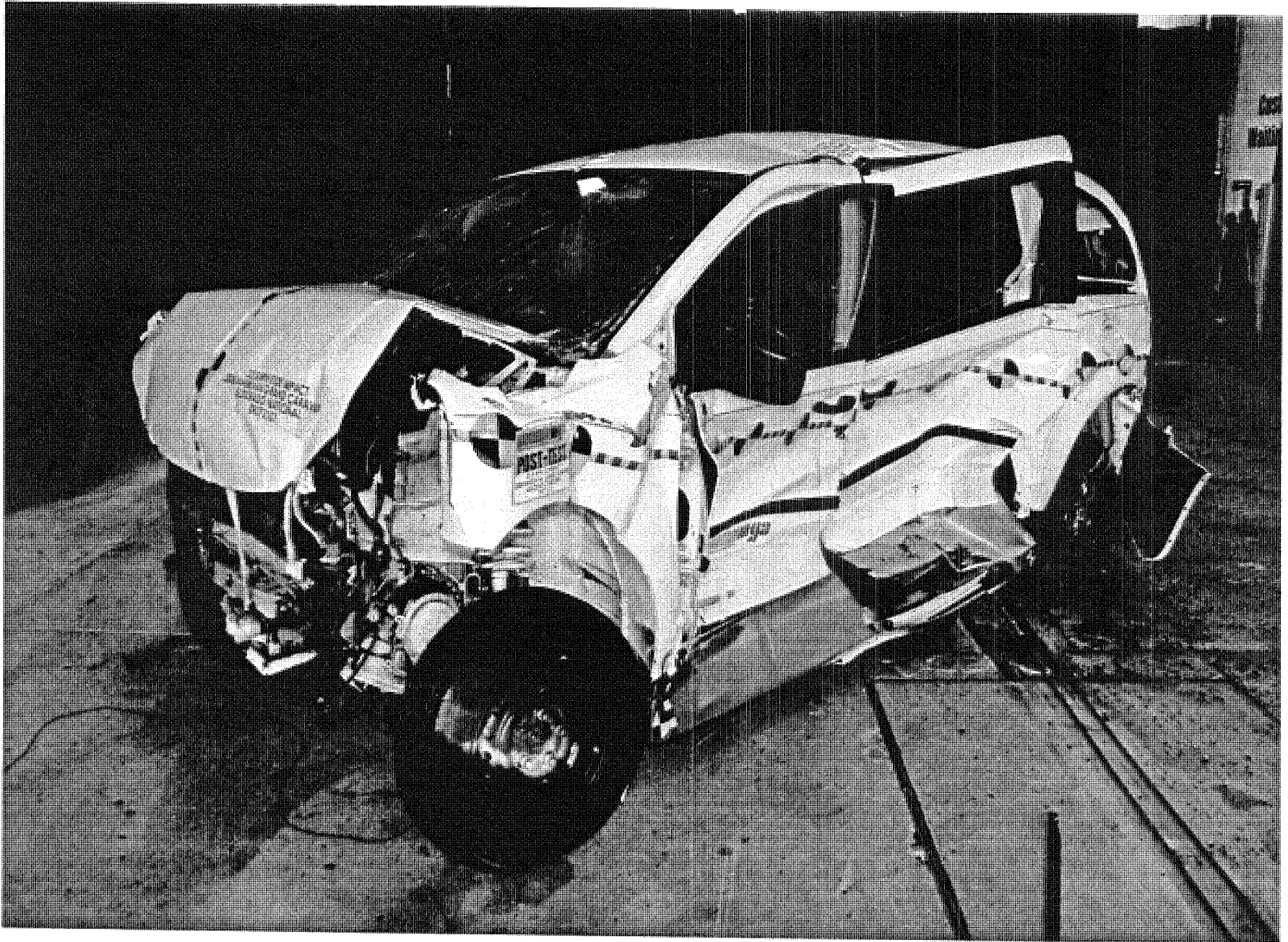
Post-Test Left Side View of Test Vehicle (Close Up)

A-6.



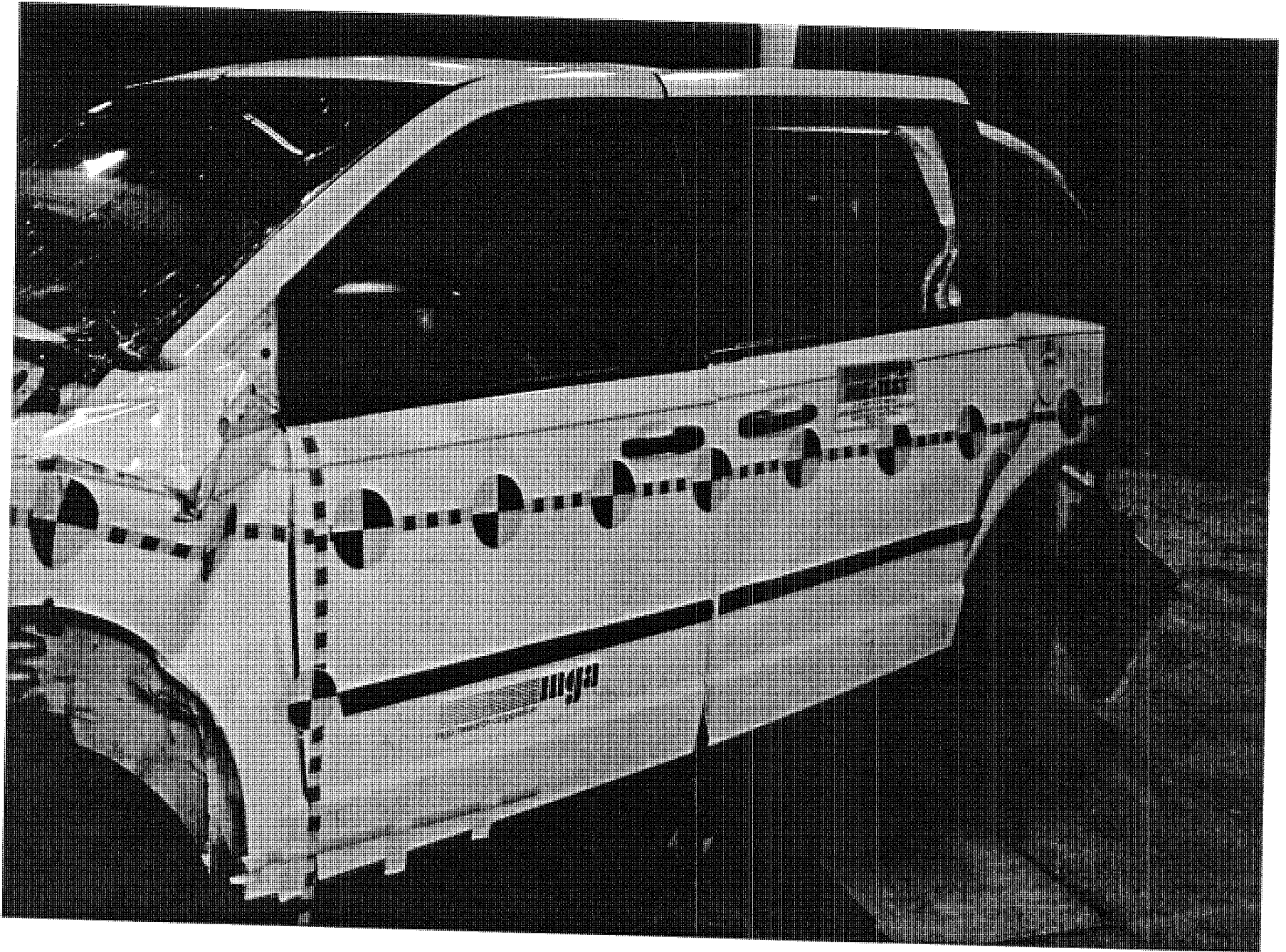
Pre-Test Left Front Three-Quarter View of Test Vehicle

A-7.



Post-Test Left Front Three-Quarter View of Test Vehicle

A-8.



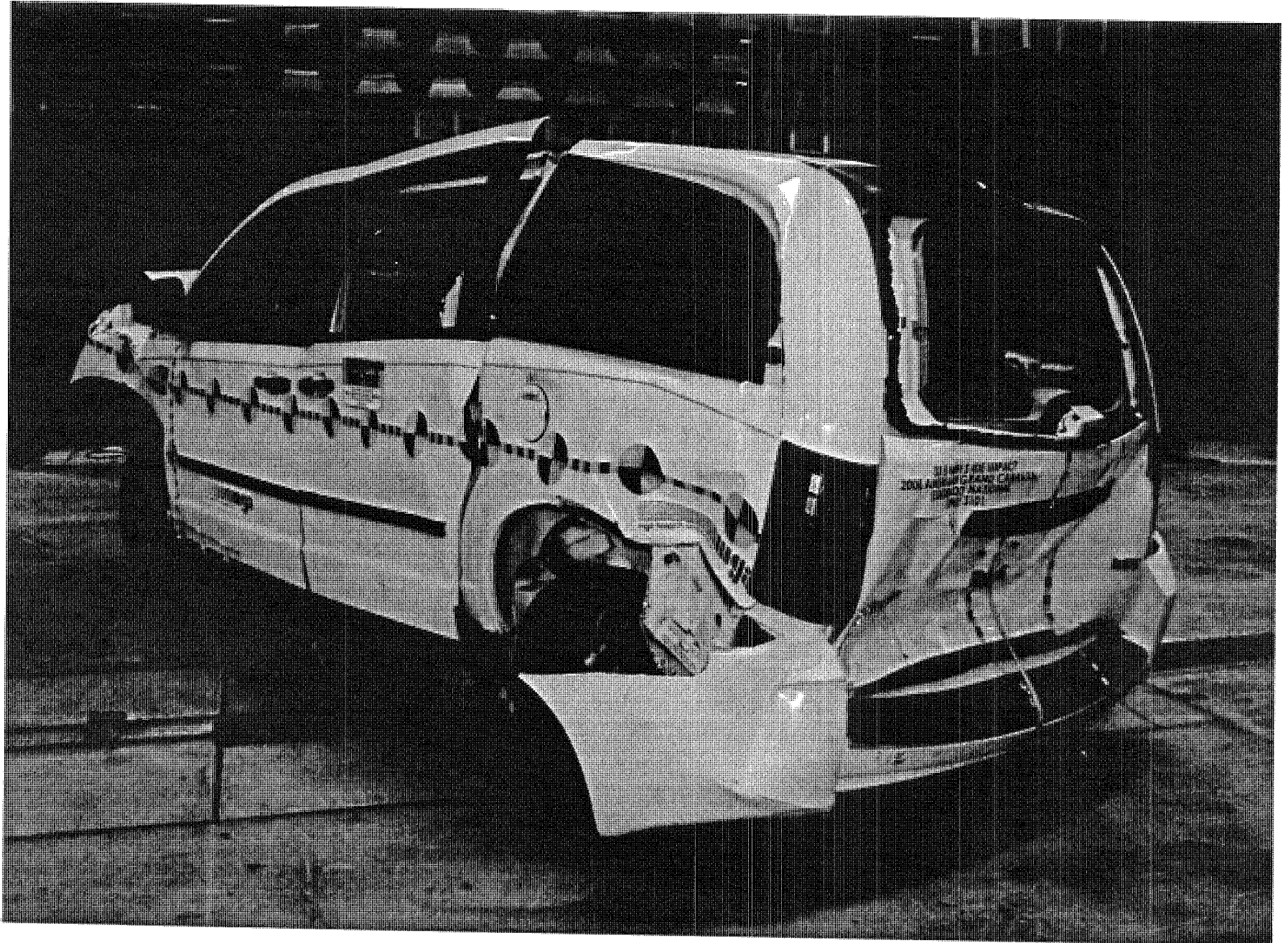
Pre-Test Left Front Three-Quarter View of Test Vehicle (Close Up)

A-9.



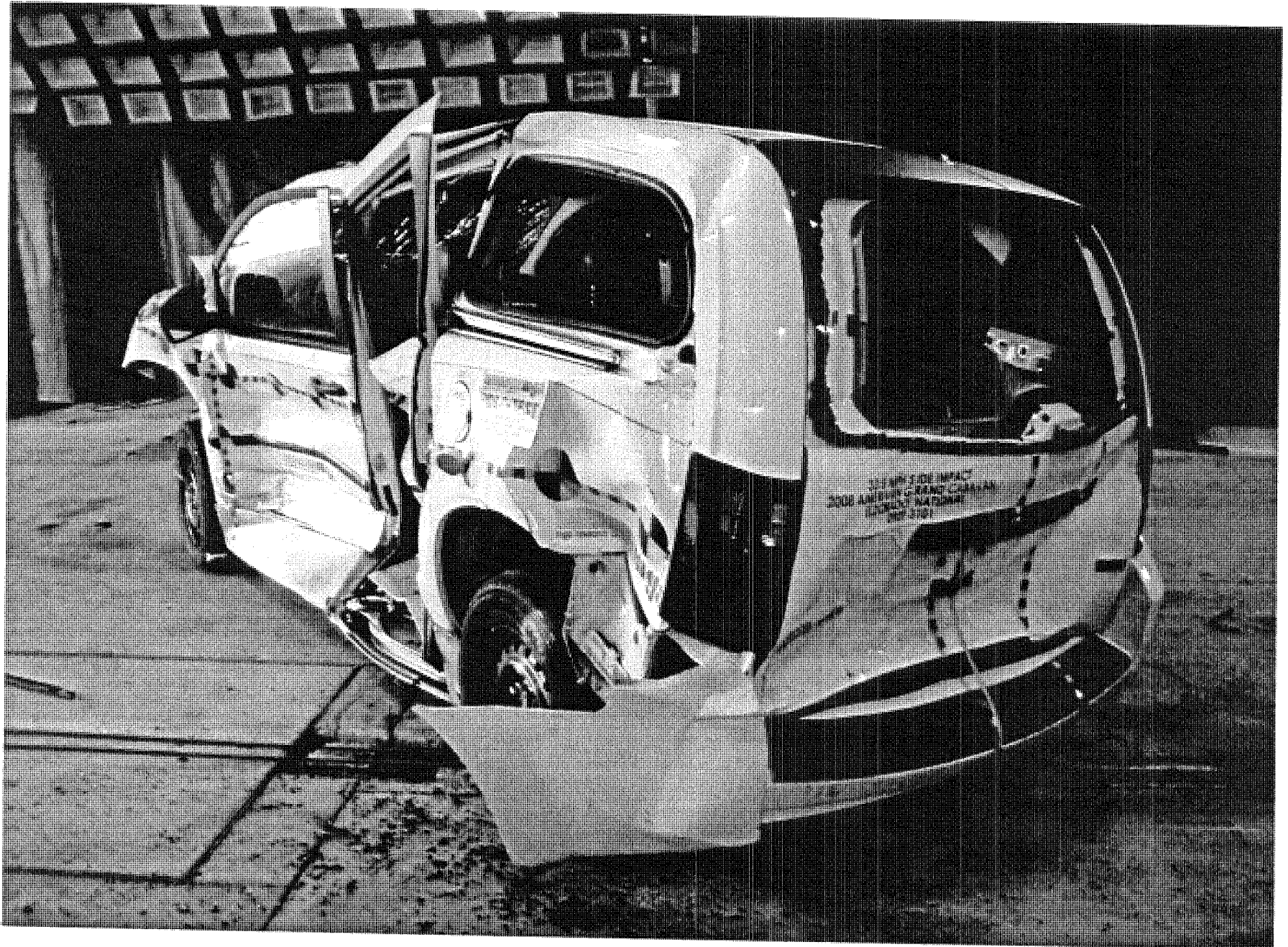
Post-Test Left Front Three-Quarter View of Test Vehicle (Close Up)

A-10.



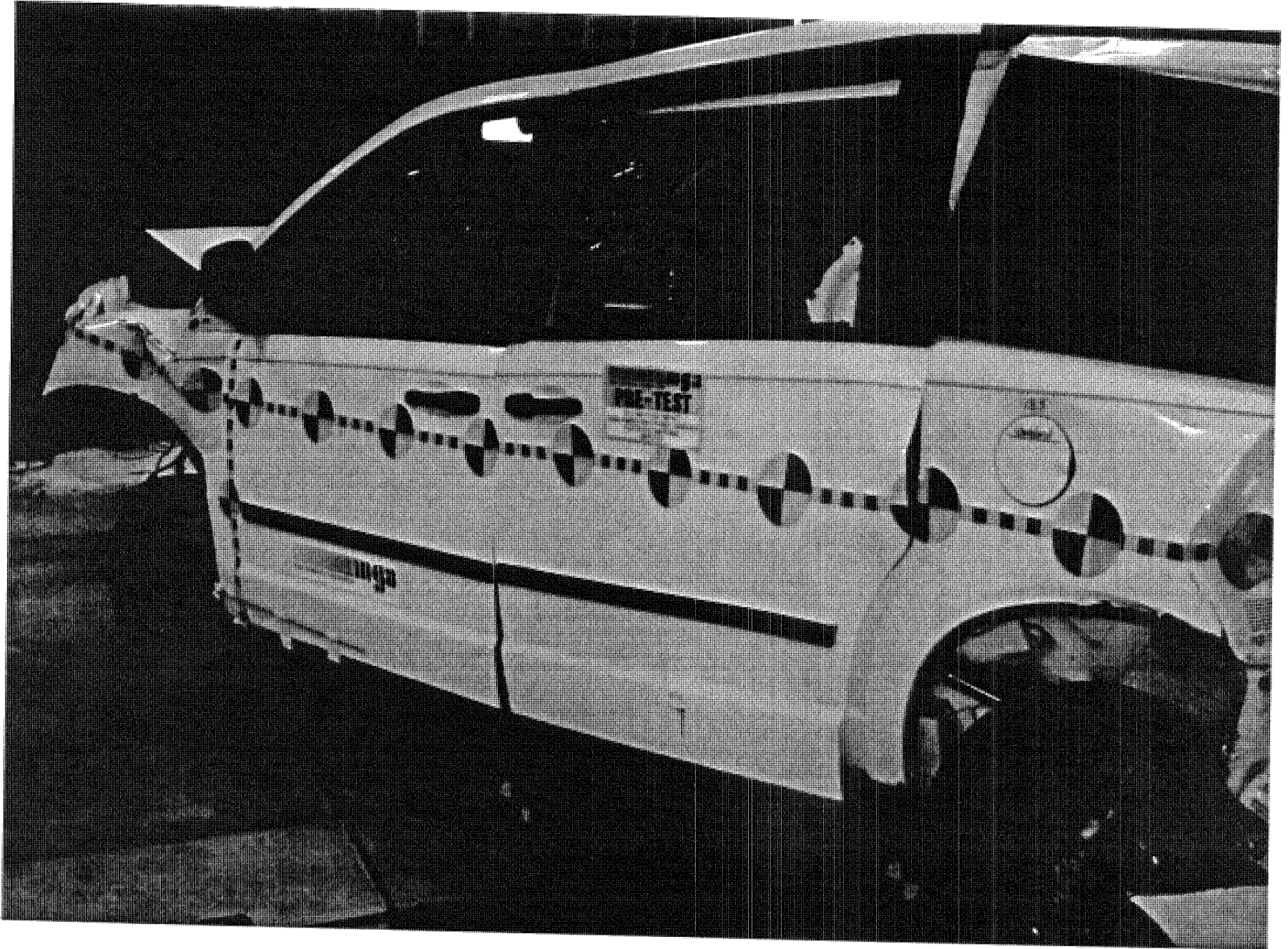
Pre-Test Left Rear Three-Quarter View of Test Vehicle

A-11.



Post-Test Left Rear Three-Quarter View of Test Vehicle

A-12.

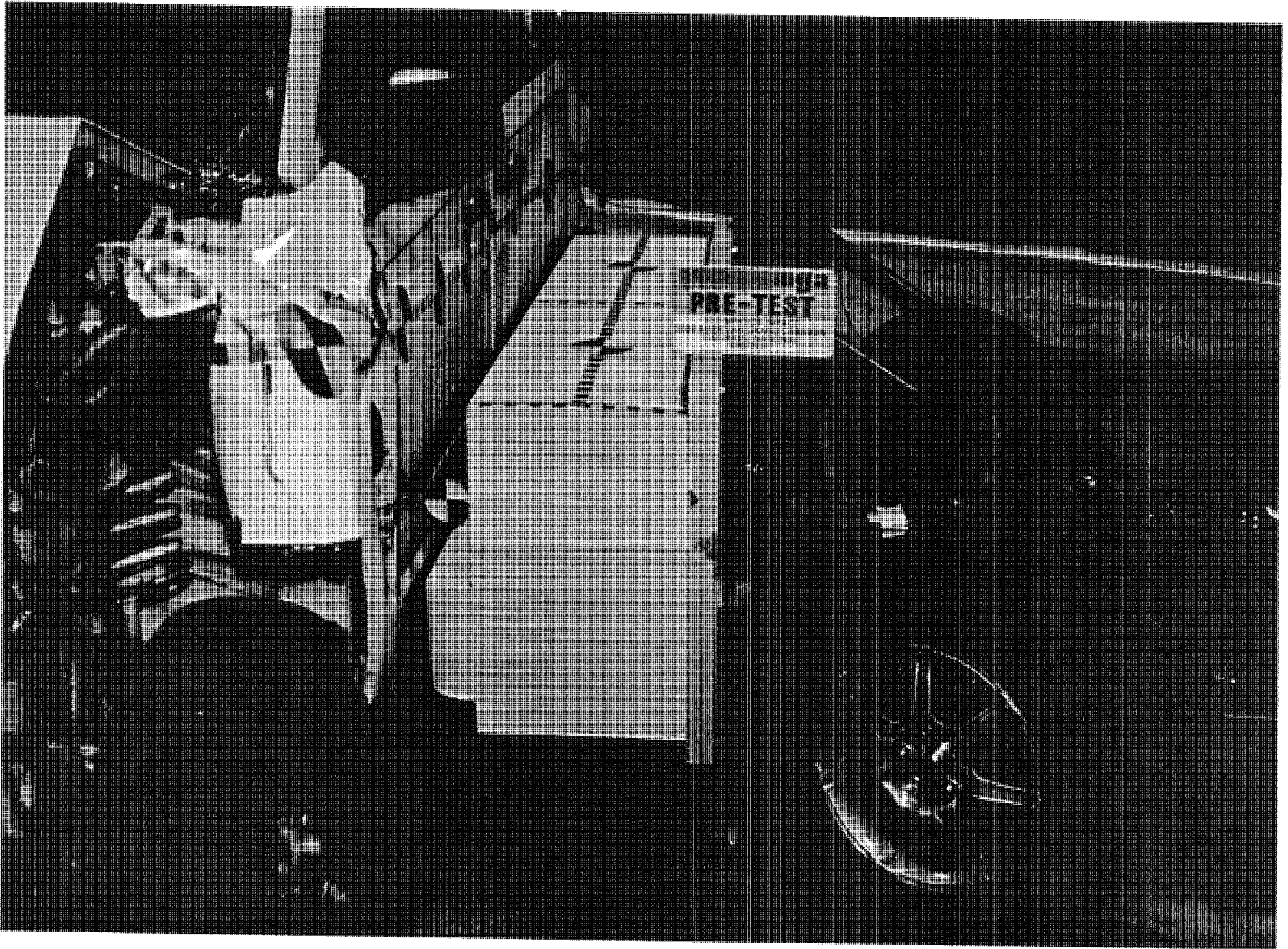


Pre-Test Left Rear Three-Quarter View of Test Vehicle (Close Up)

A-13.

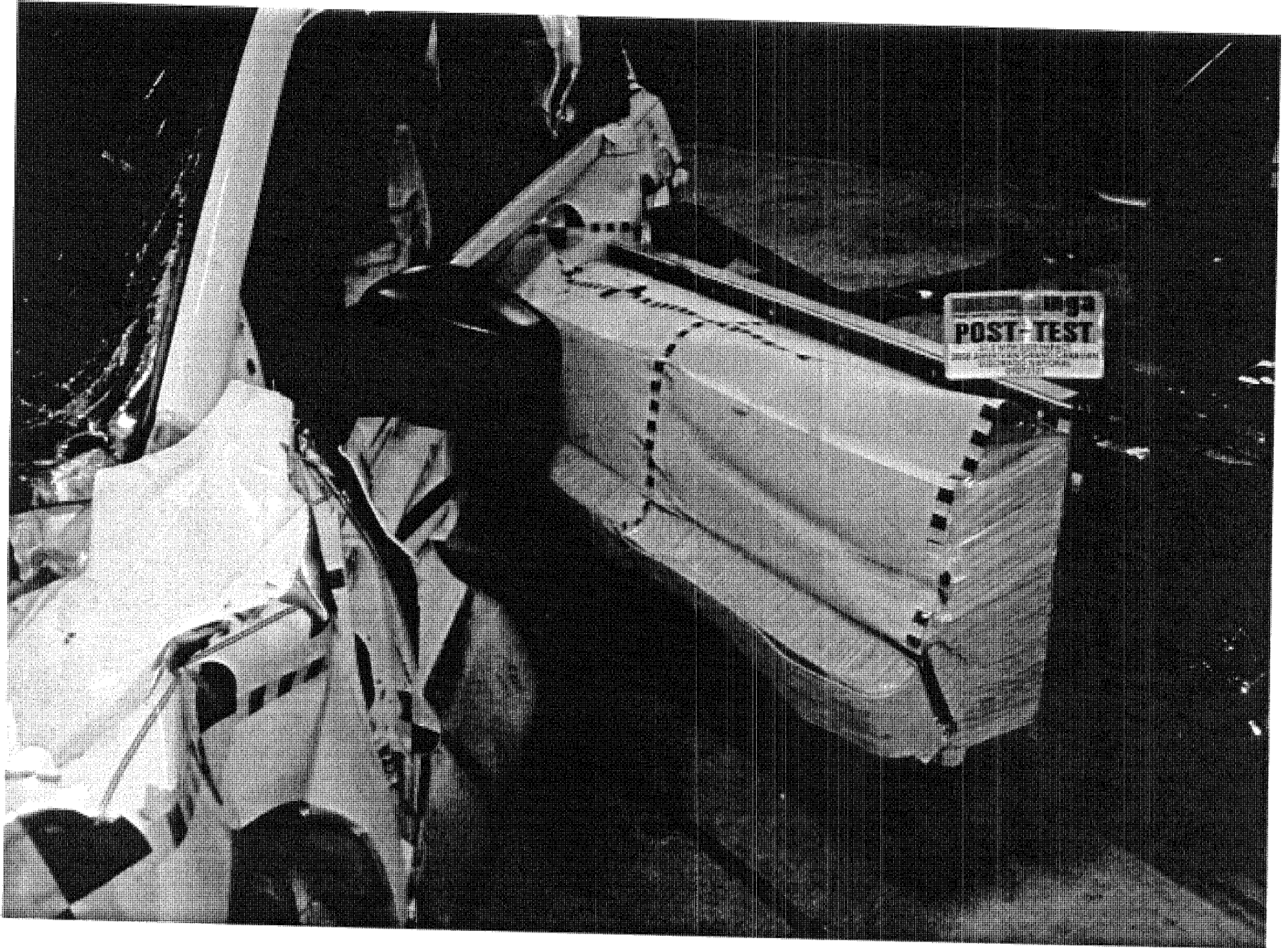


Post-Test Left Rear Three-Quarter View of Test Vehicle (Close Up)



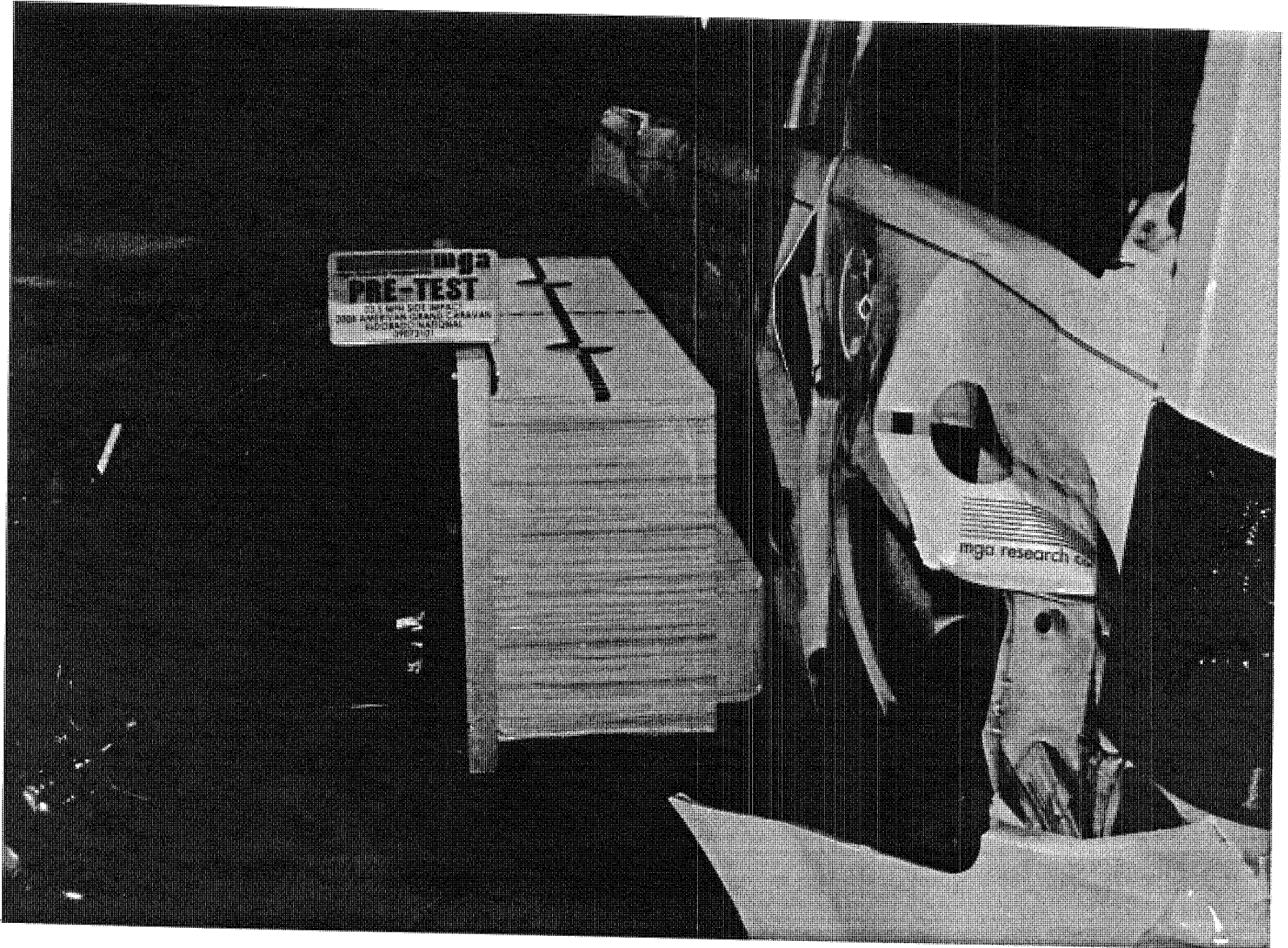
Pre-Test MDB (left side) and Vehicle

A-15.



Post-Test MDB and Vehicle

A-16.

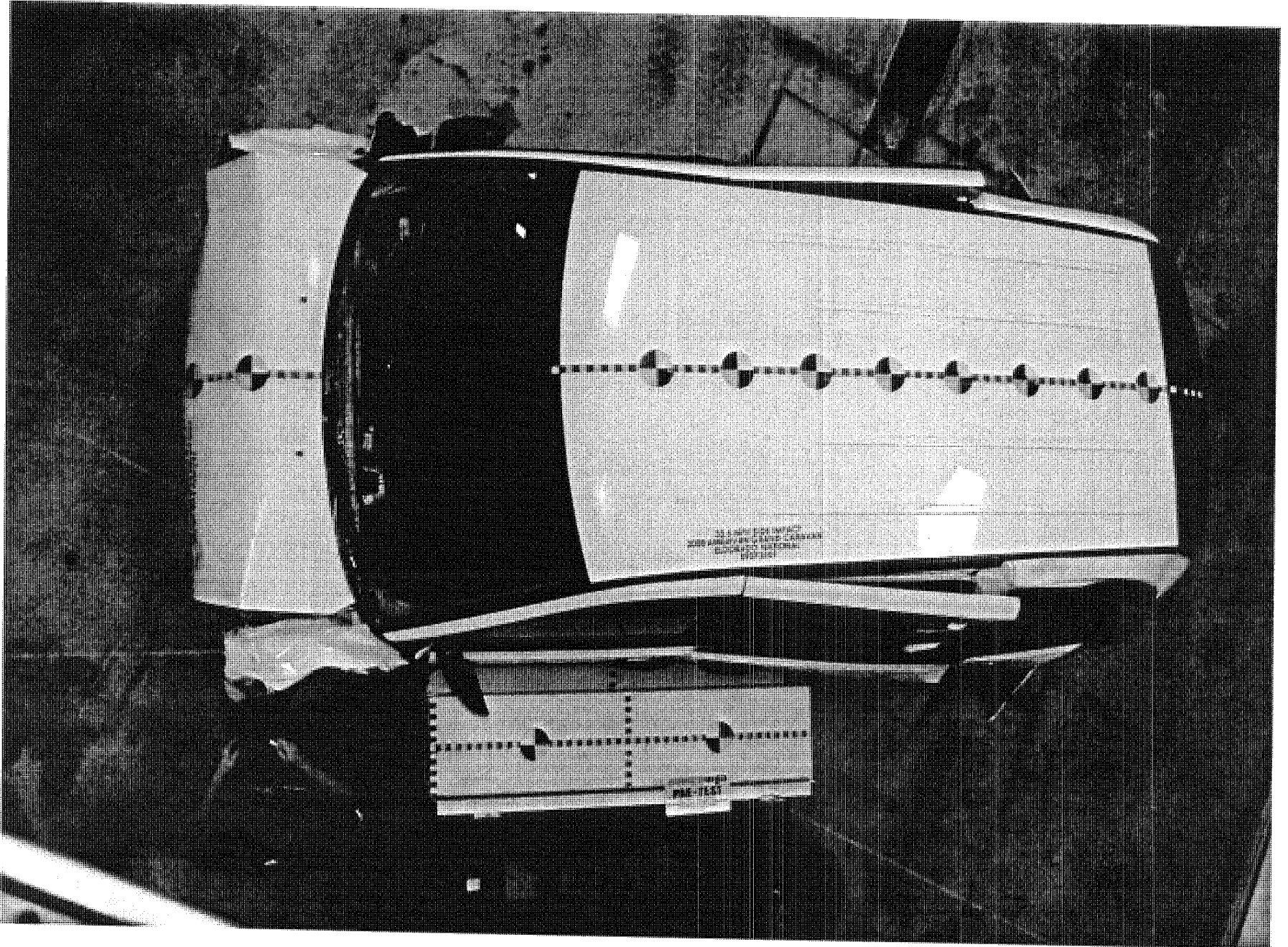


Pre-Test MDB (right side) and Vehicle

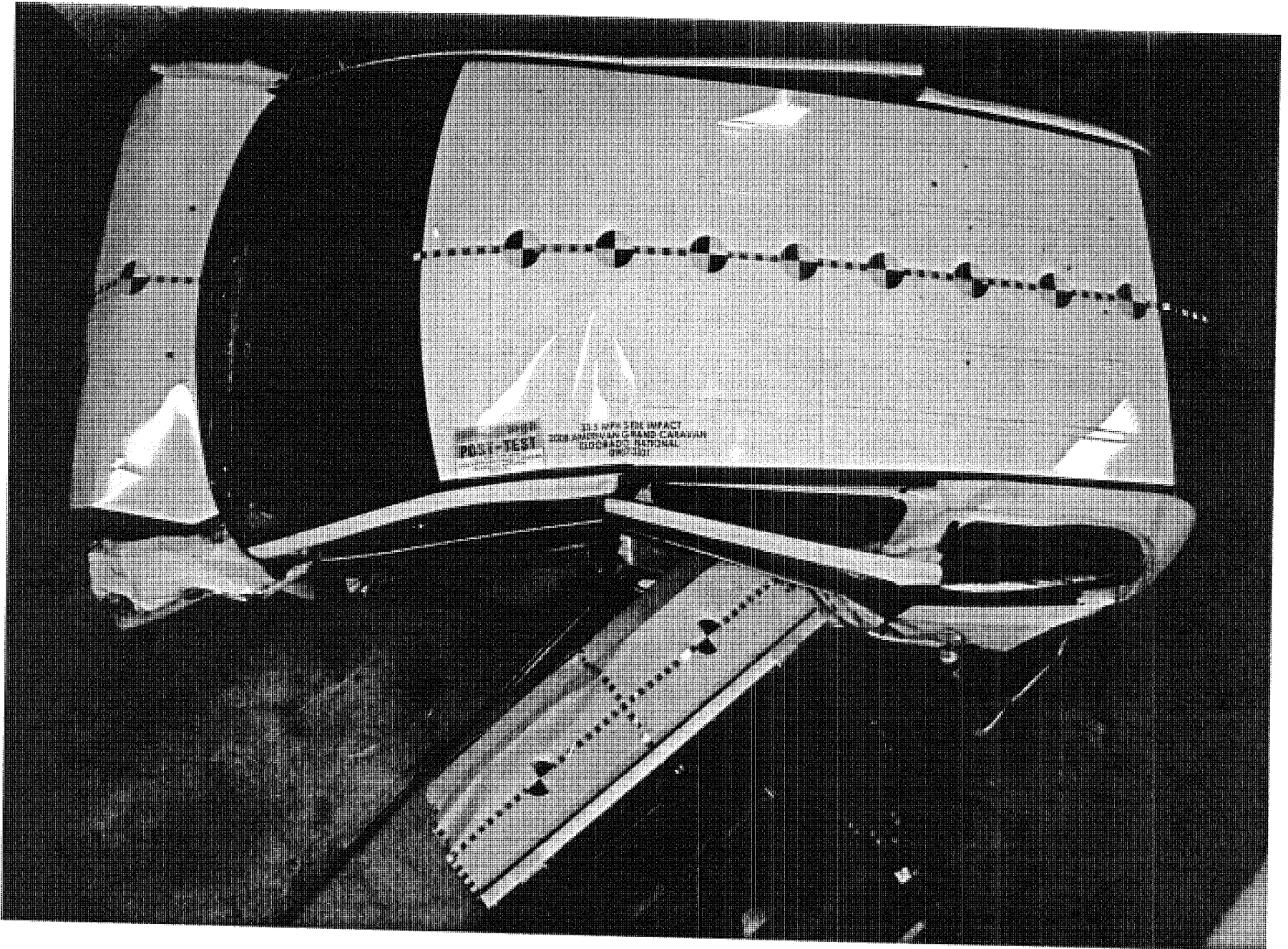


Post-Test MDB and Vehicle

A-18.

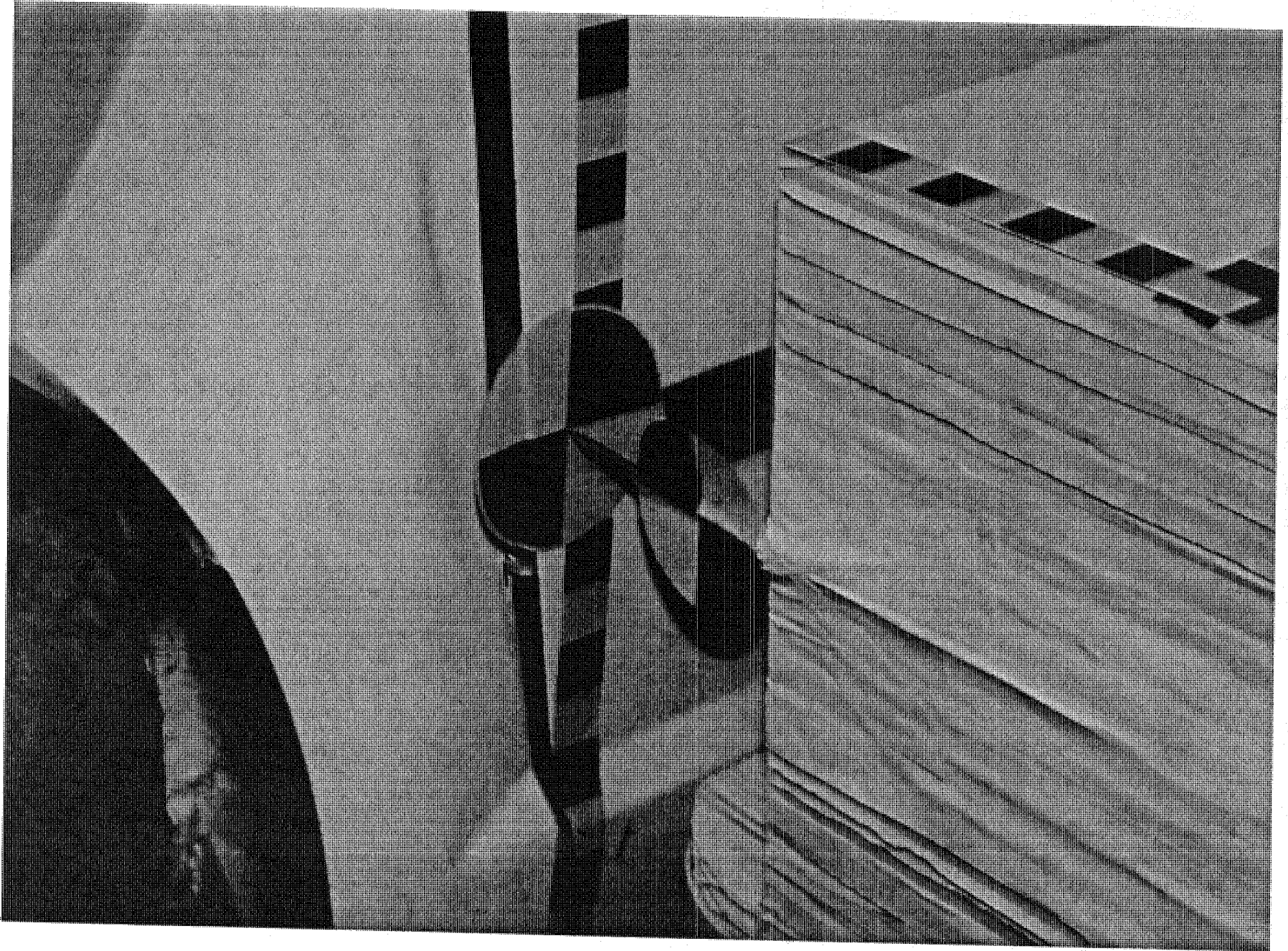


Pre-Test Vehicle and MDB Overhead View



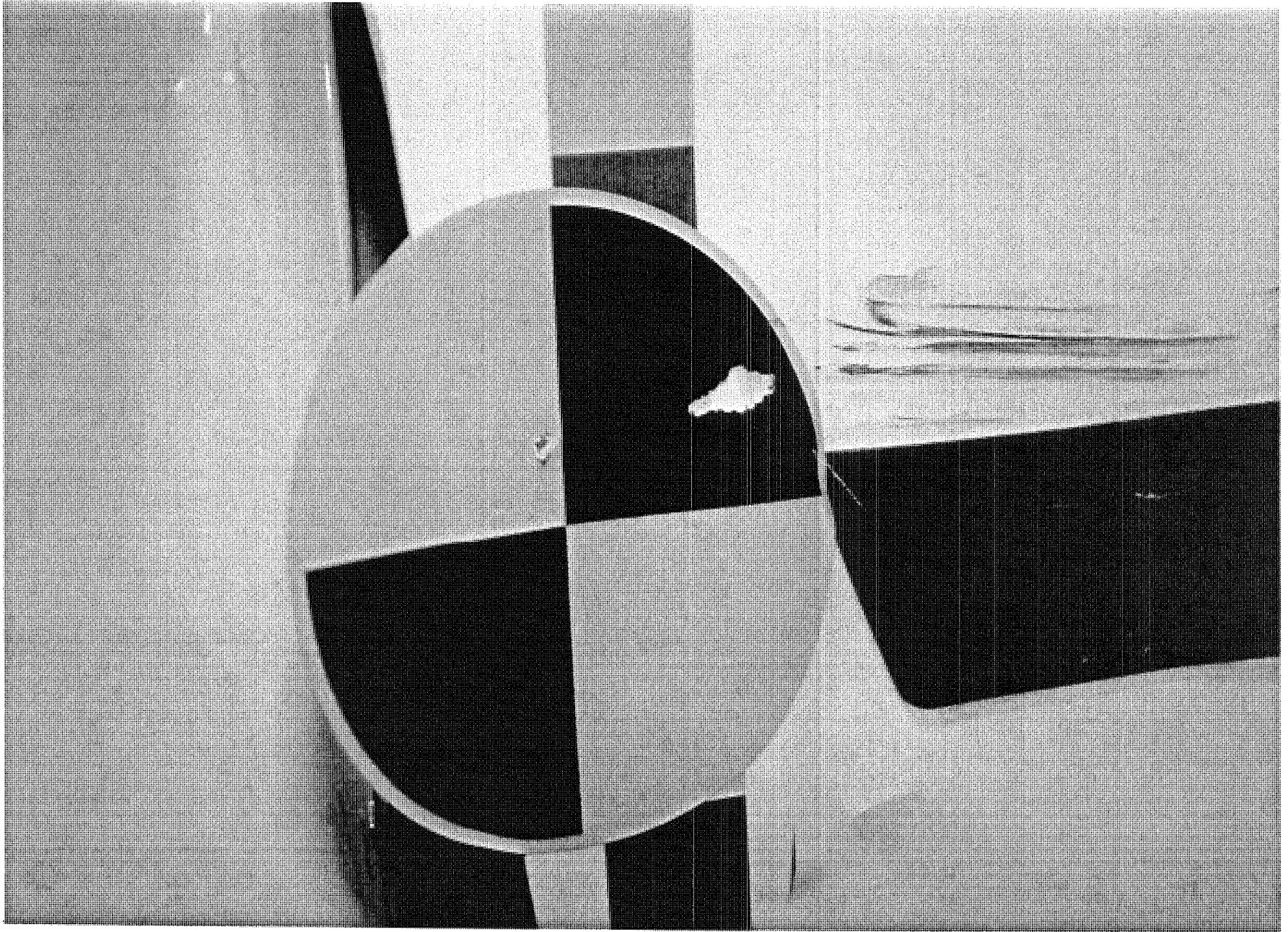
Post-Test Vehicle and MDB Overhead View

A-20.



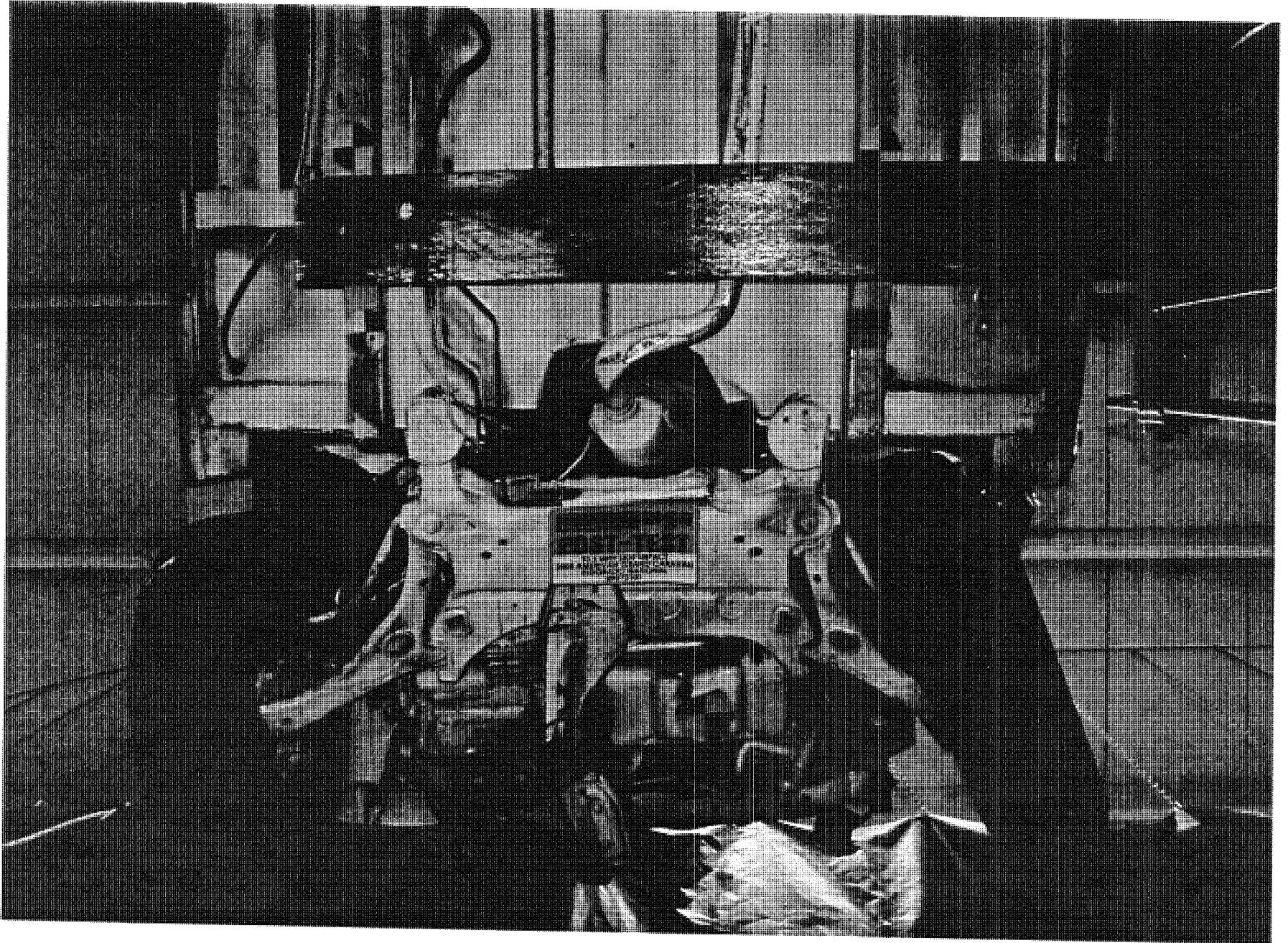
Pre-Test Impact Point on Vehicle

A-21.



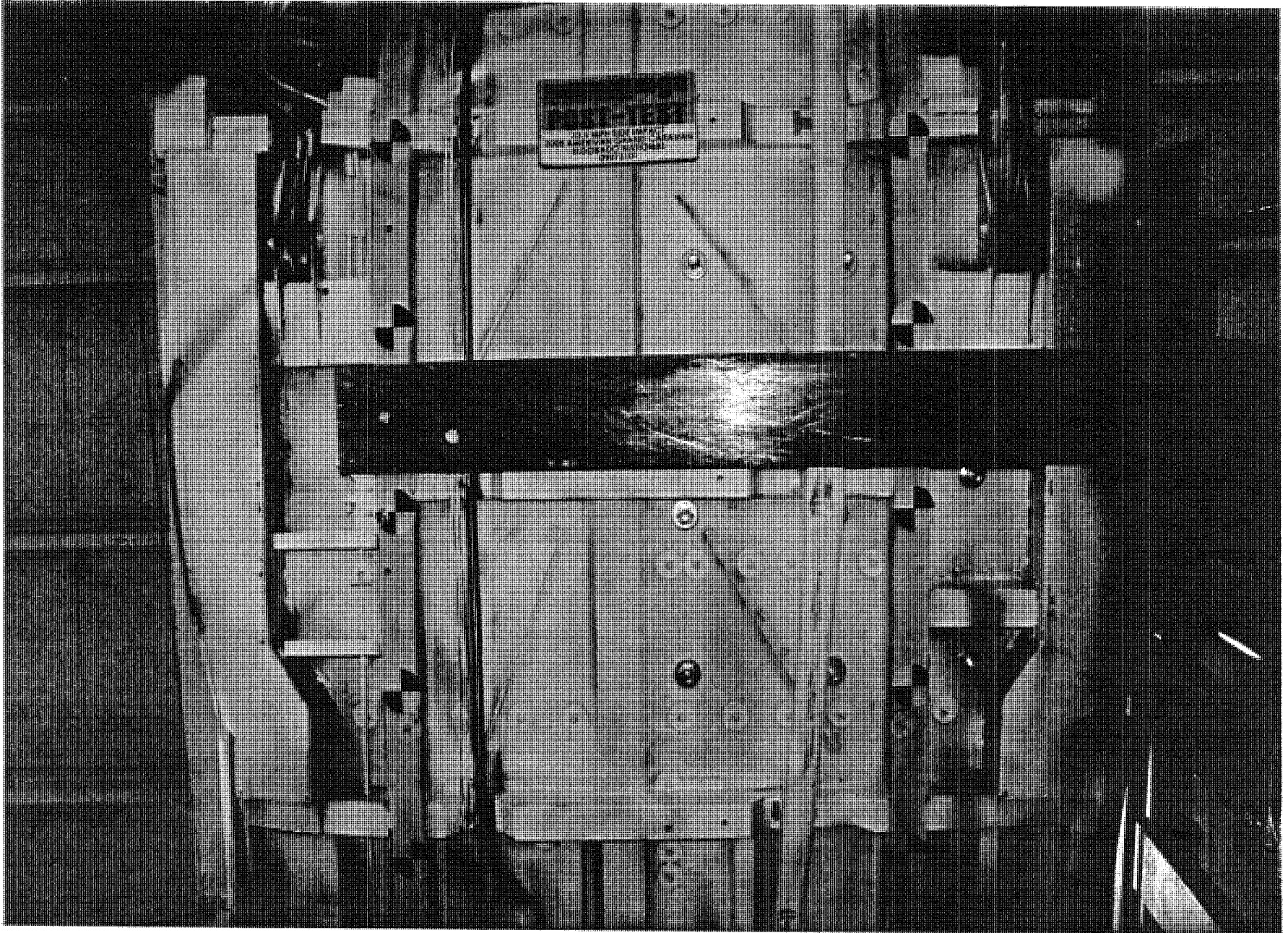
Post-Test Impact Point on Vehicle

A-22.



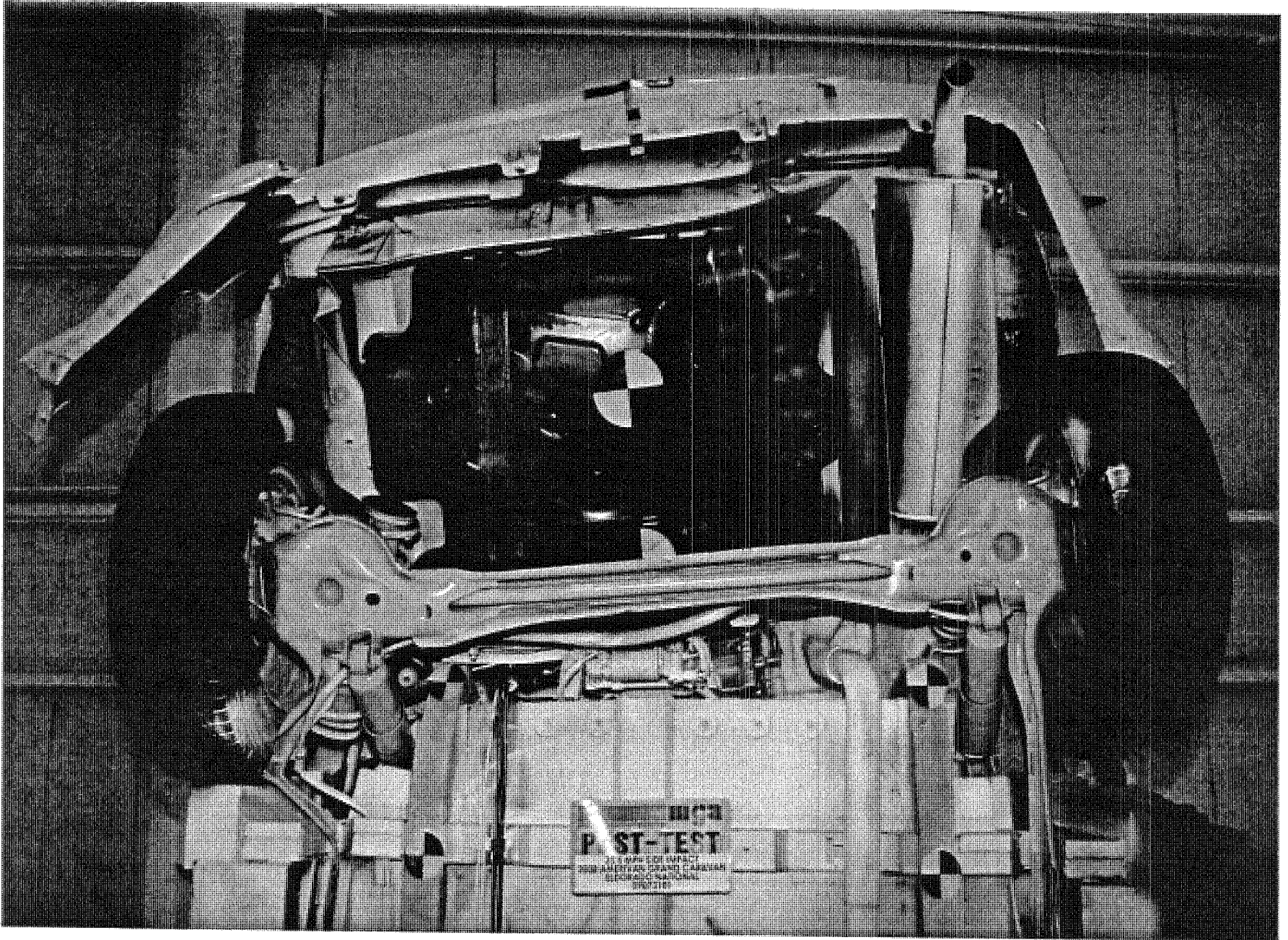
Post-Test Front Underbody View

A-23.



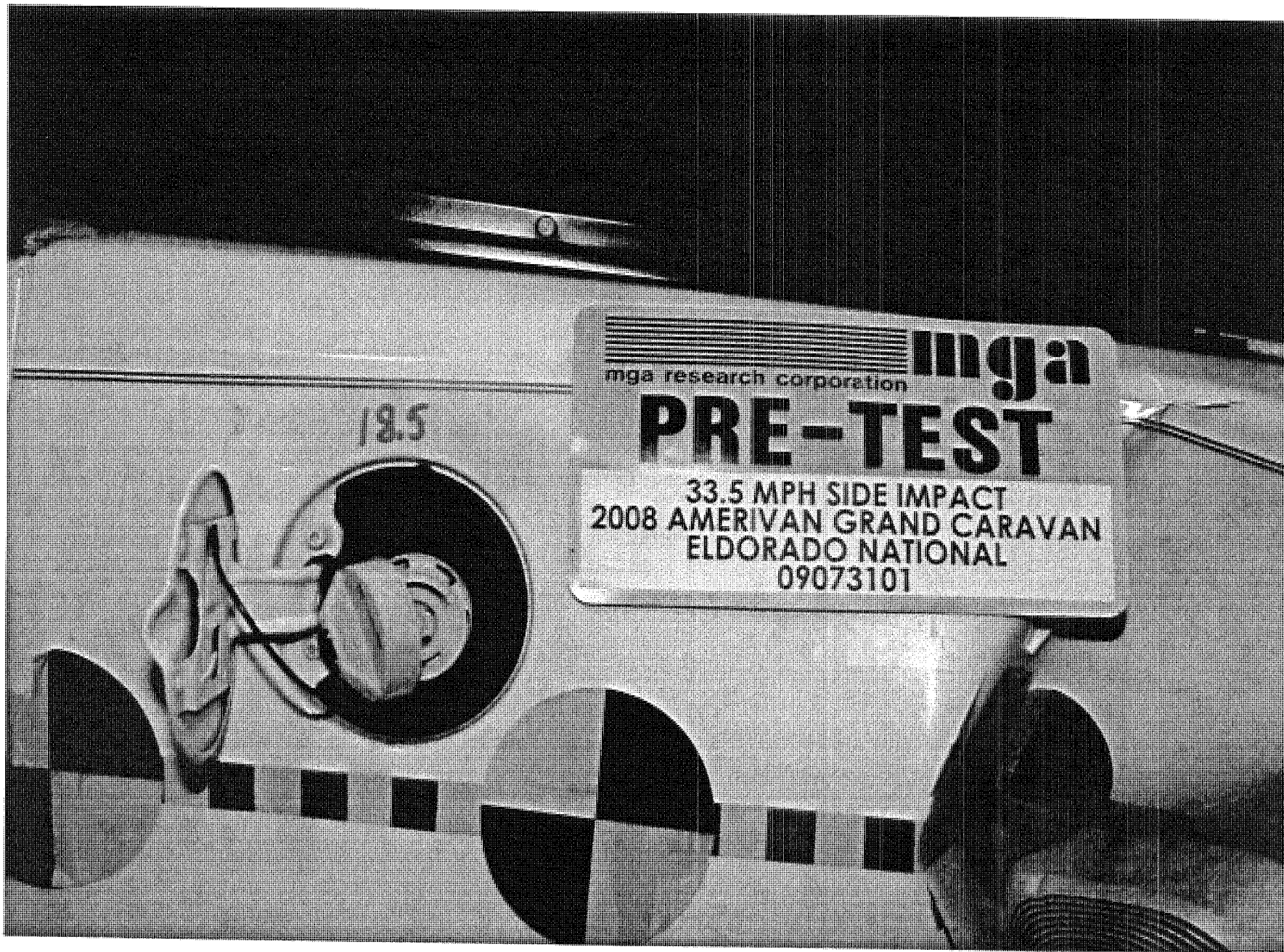
Post-Test Mid Underbody View

A-24.

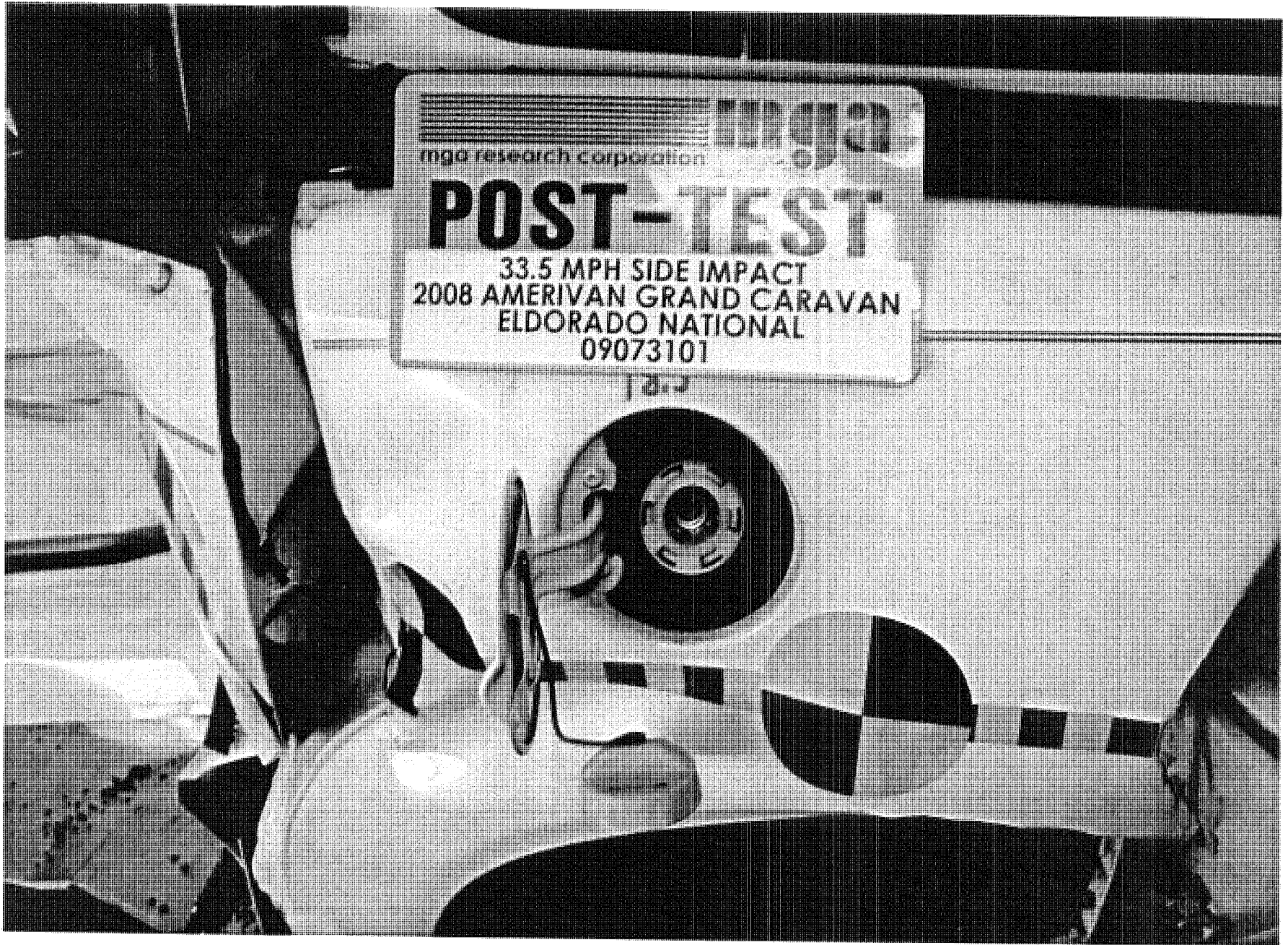


Post-Test Rear Underbody View

A-25.



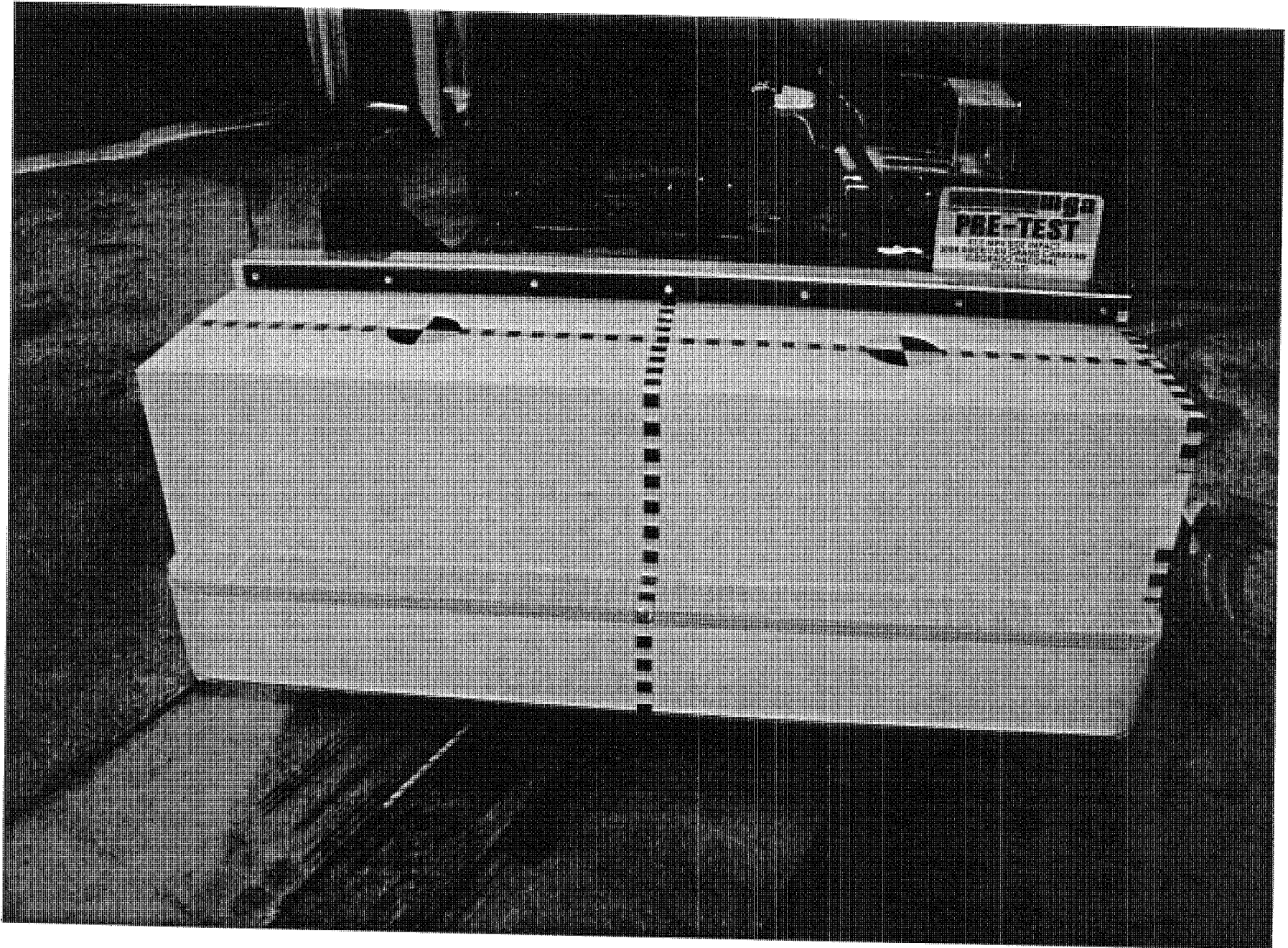
Pre-Test Fuel Filler Cap



A-26.

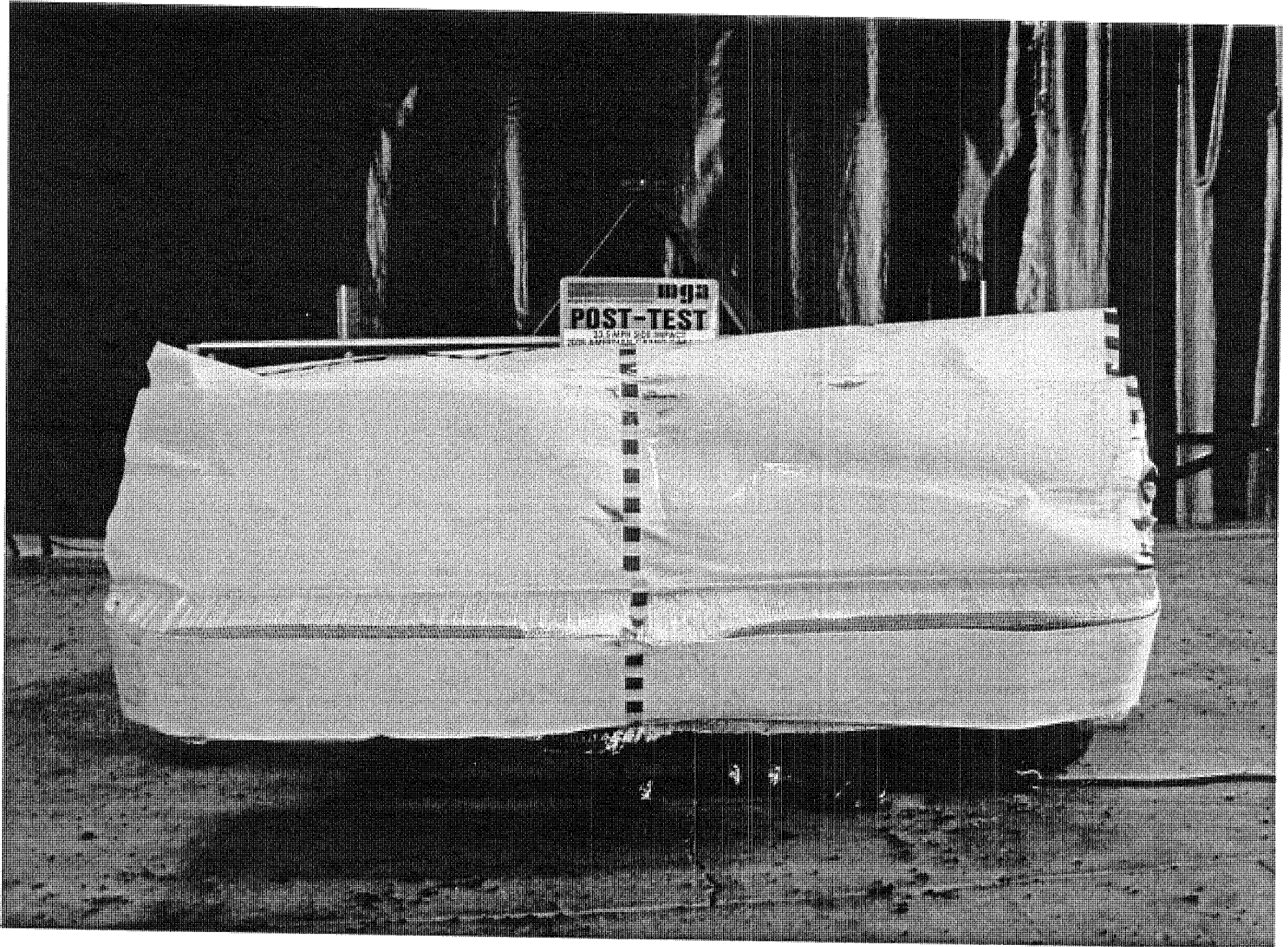
Post-Test Fuel Filler Cap

A-27.

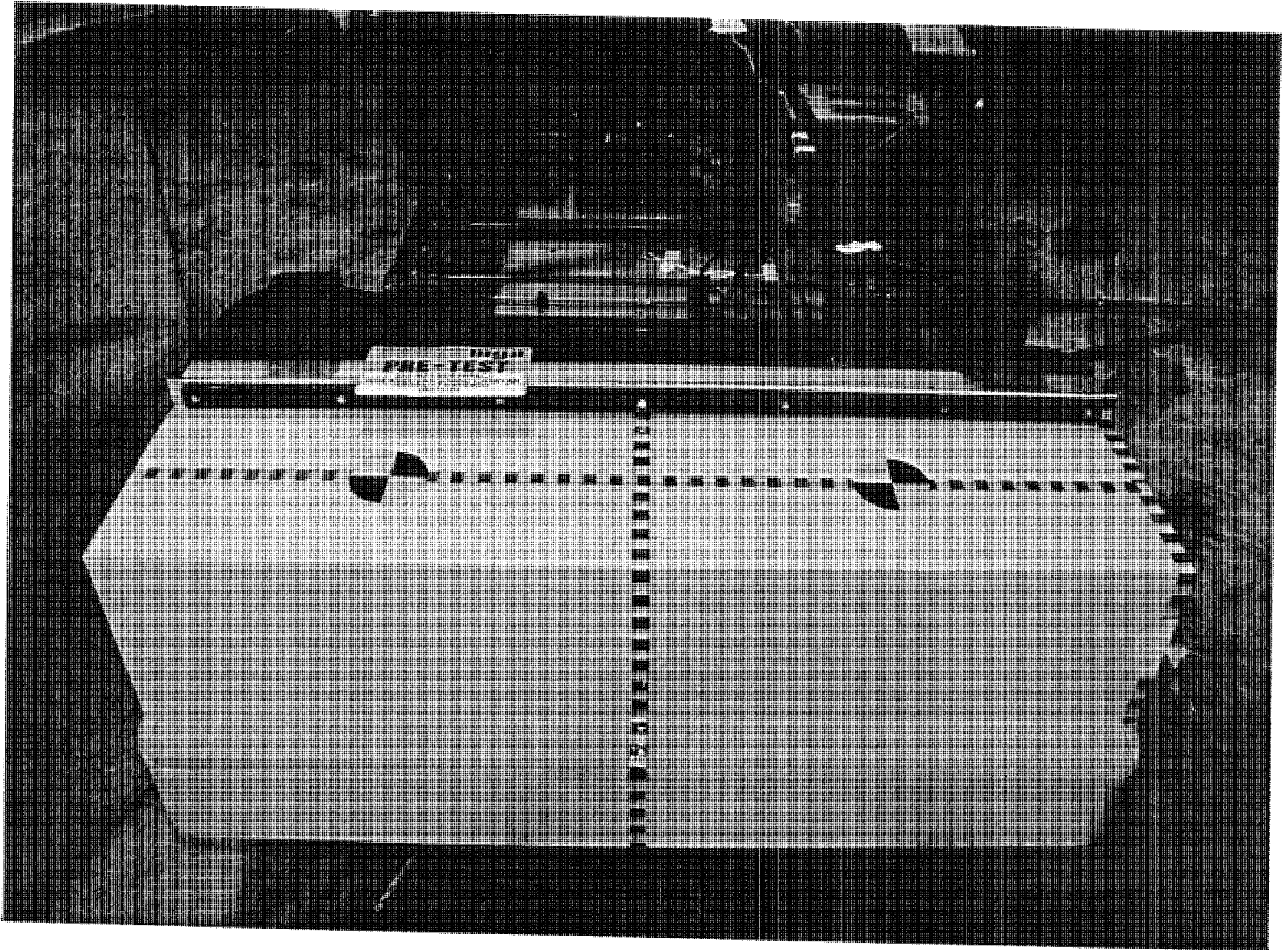


Pre-Test MDB Front View

A-28.

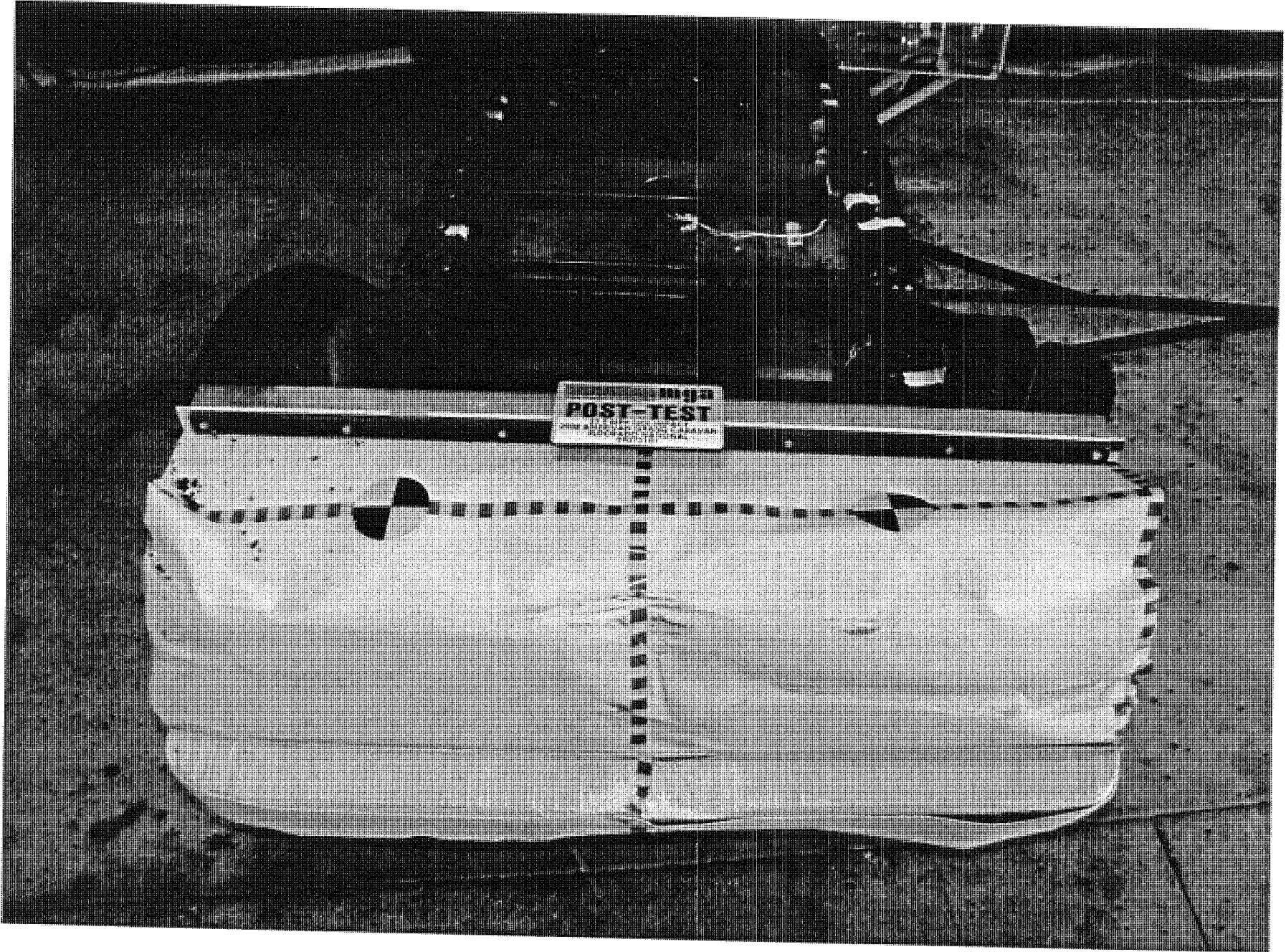


Post-Test MDB Front View



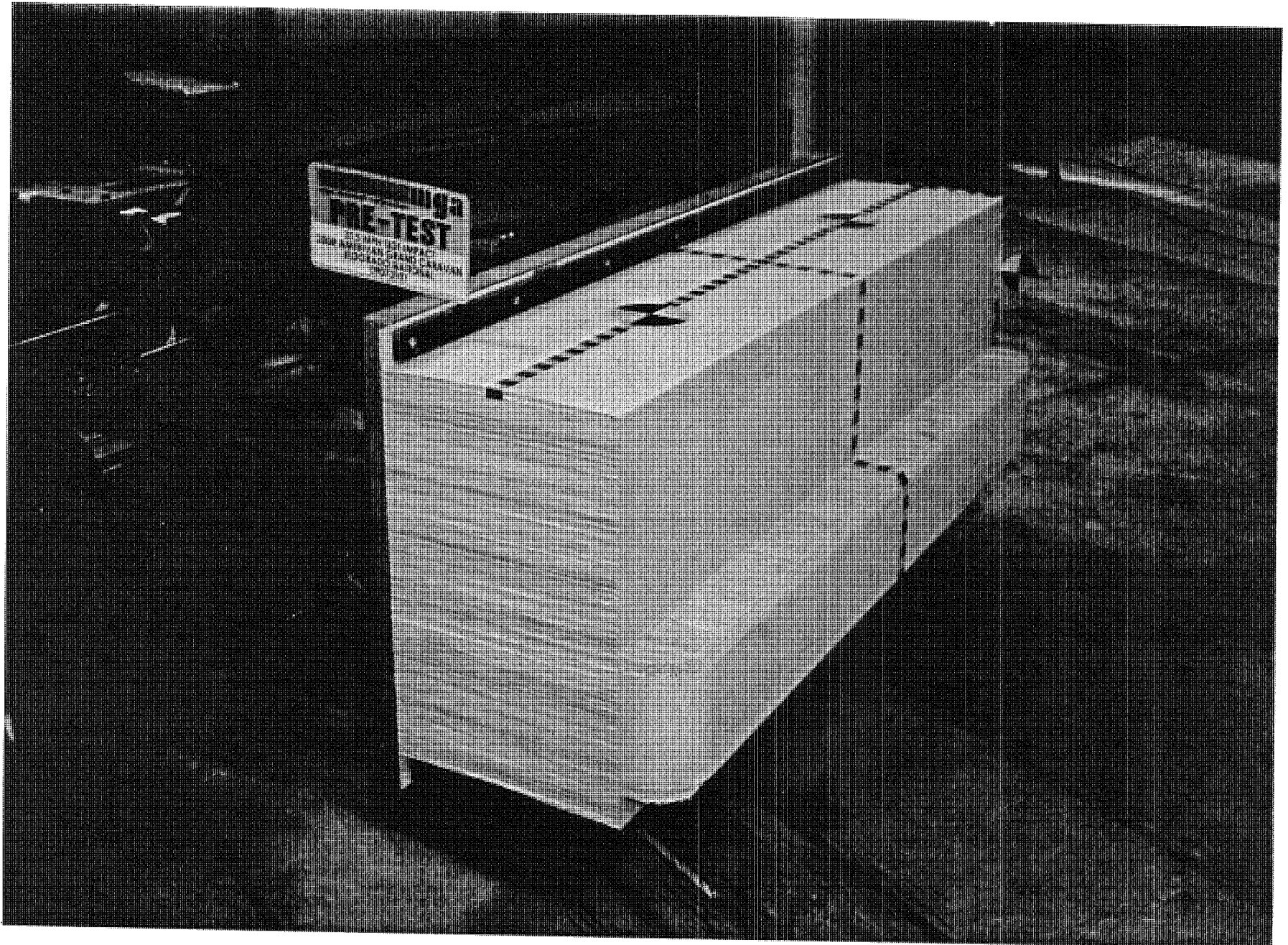
Pre-Test MDB Top View

A-30.



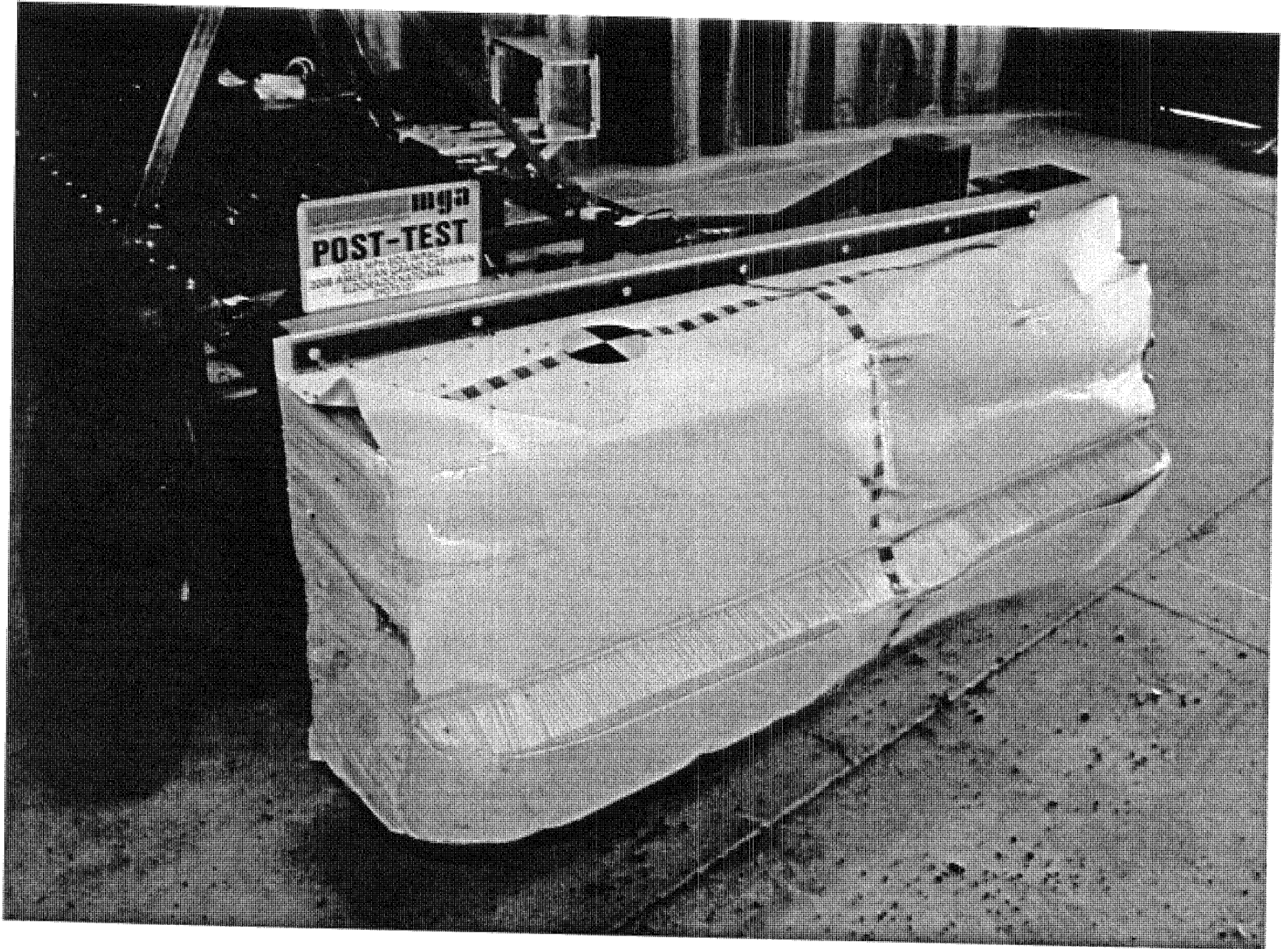
Post-Test MDB Top View

A-31.



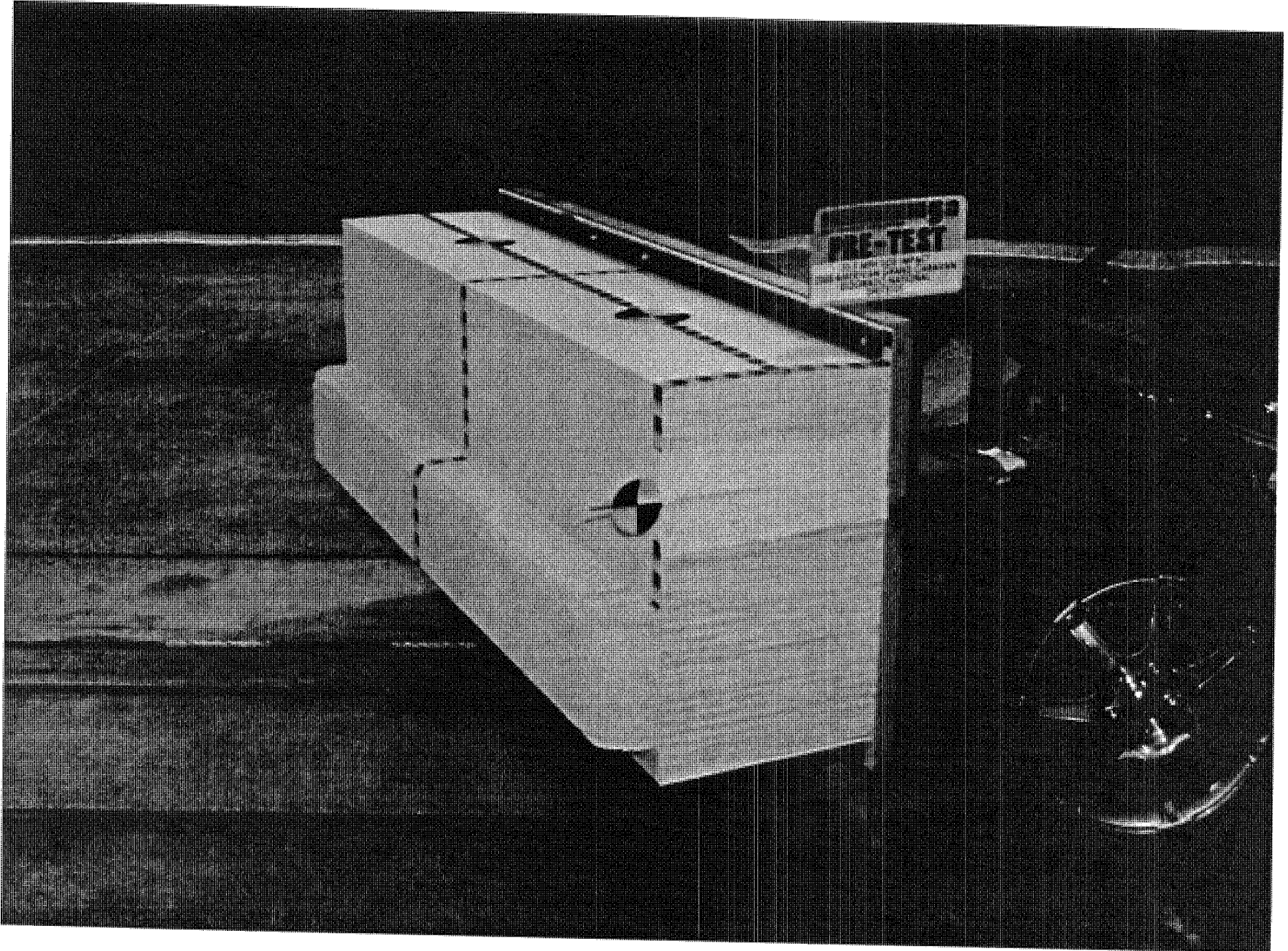
Pre-Test MDB Right Side View

A-32.



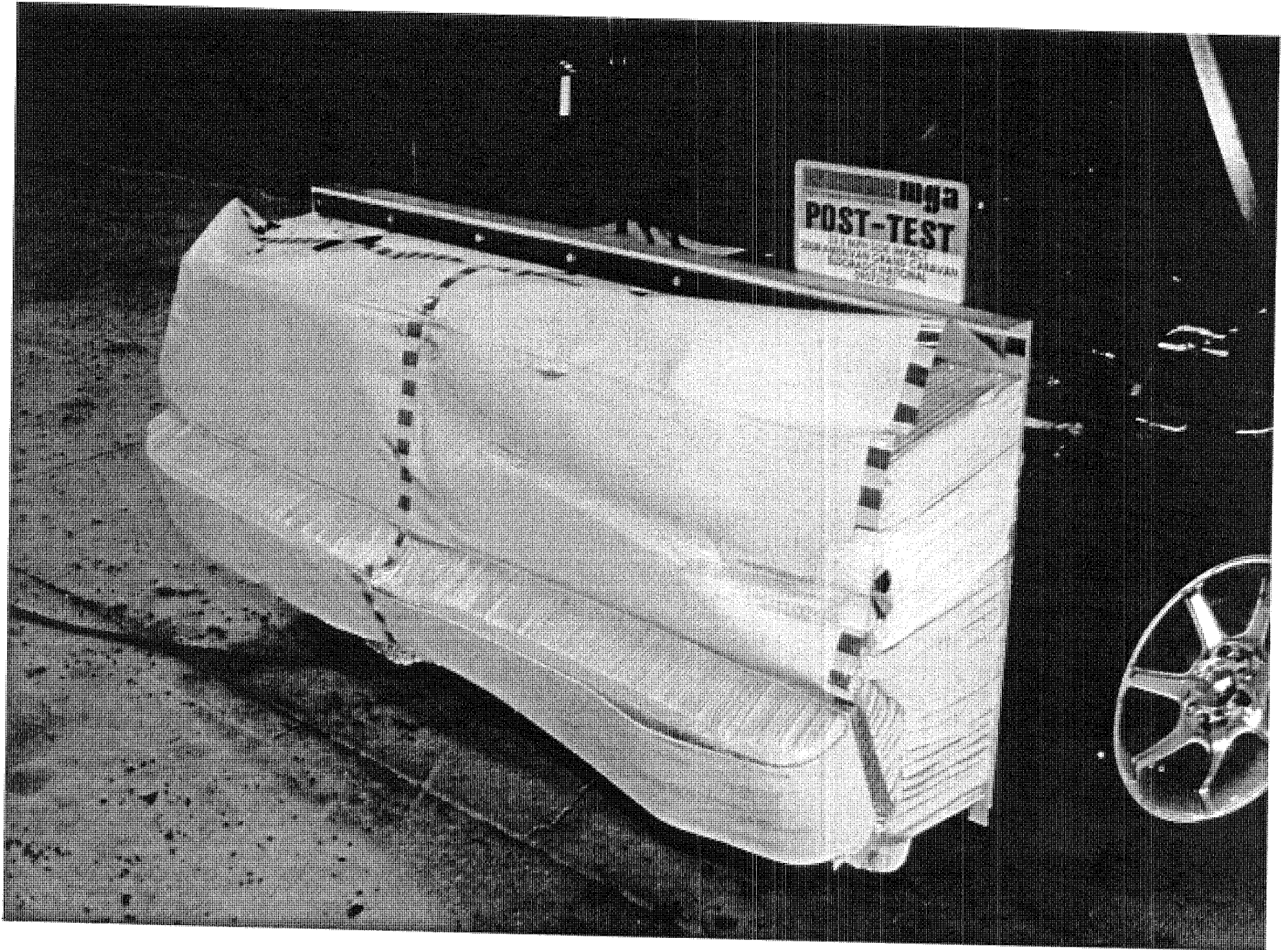
Post-Test MDB Right Side View

A-33.



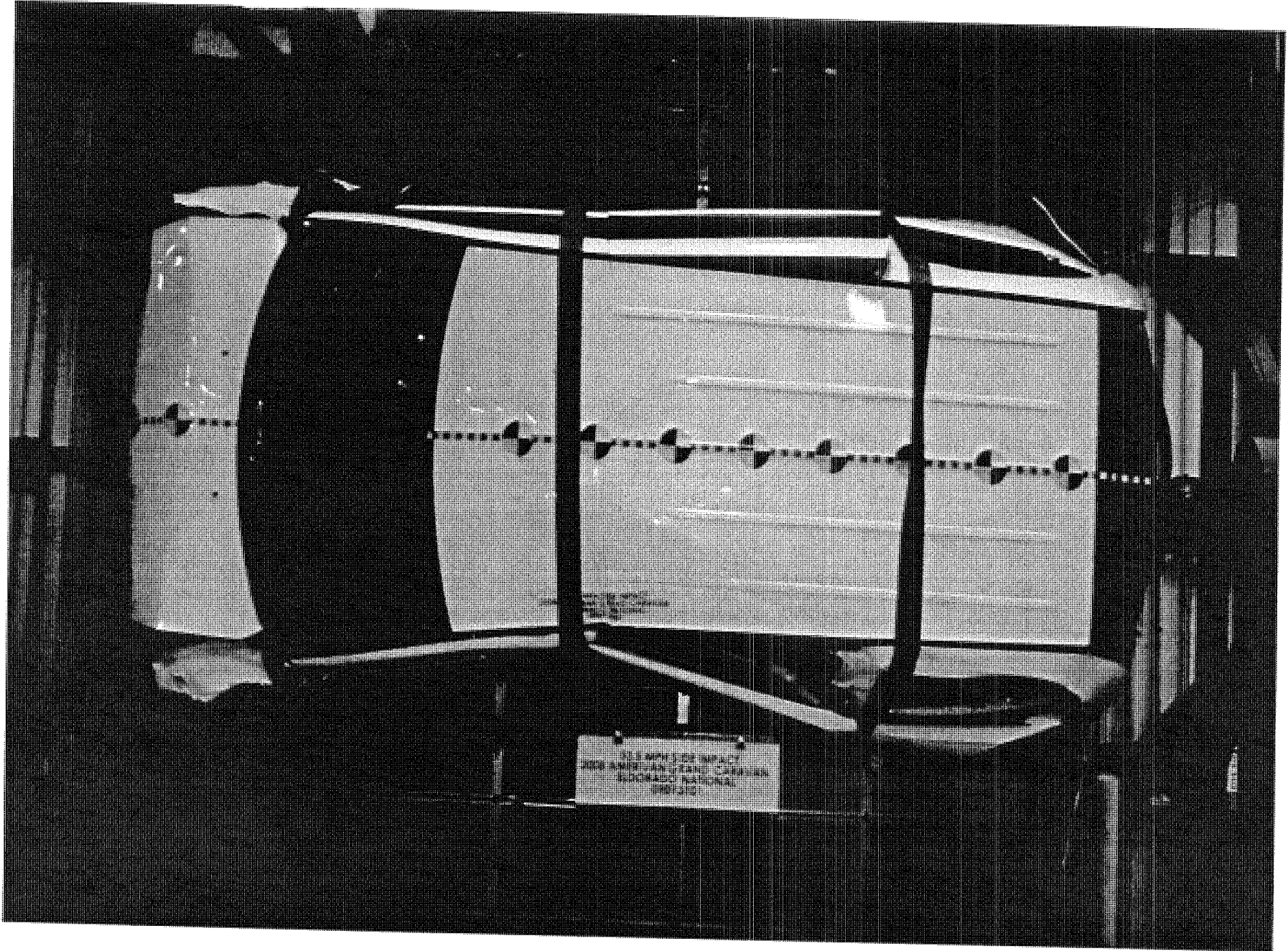
Pre-Test MDB Left Side View

A-34.



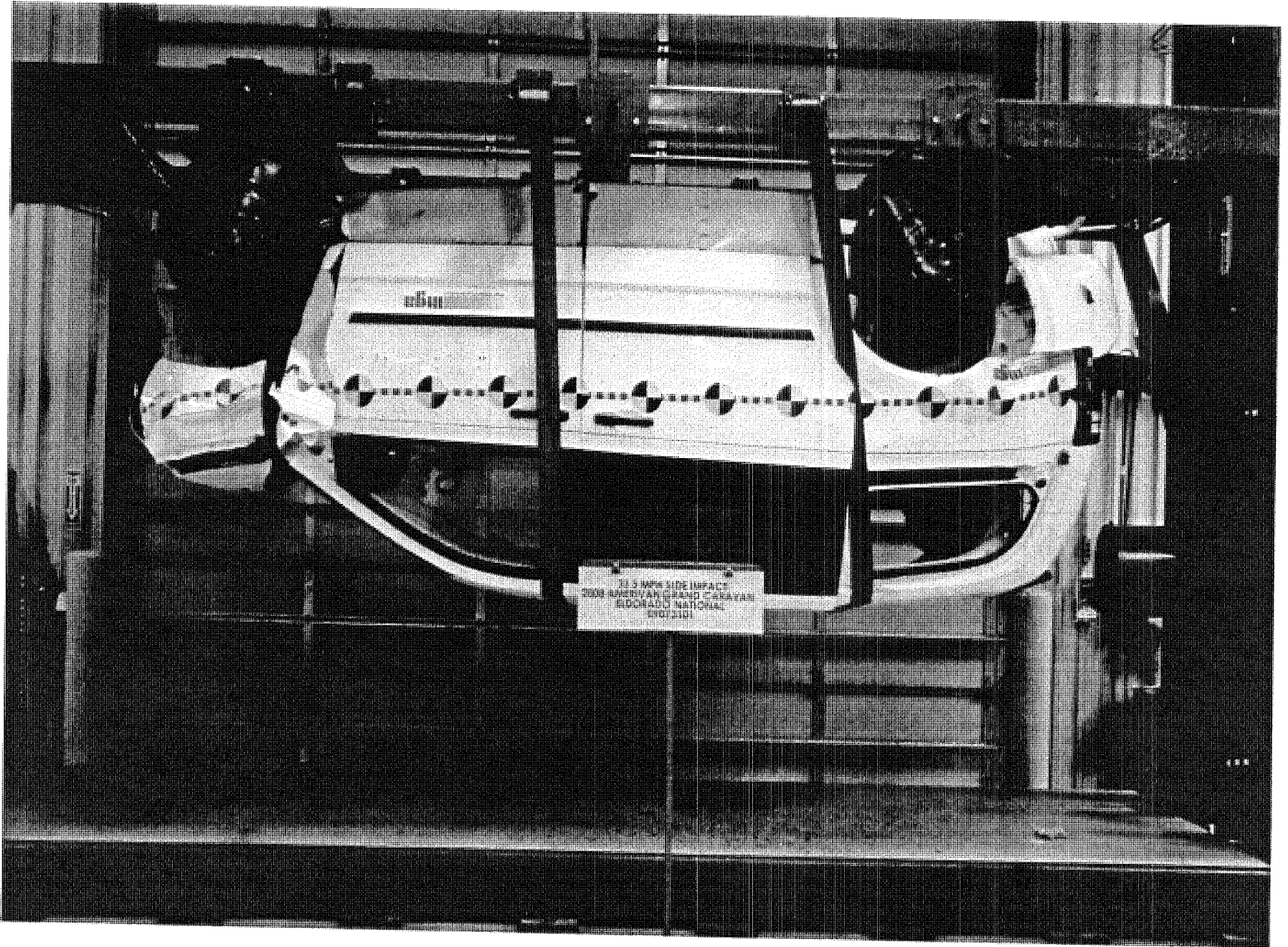
Post-Test MDB Left Side View

A-35.



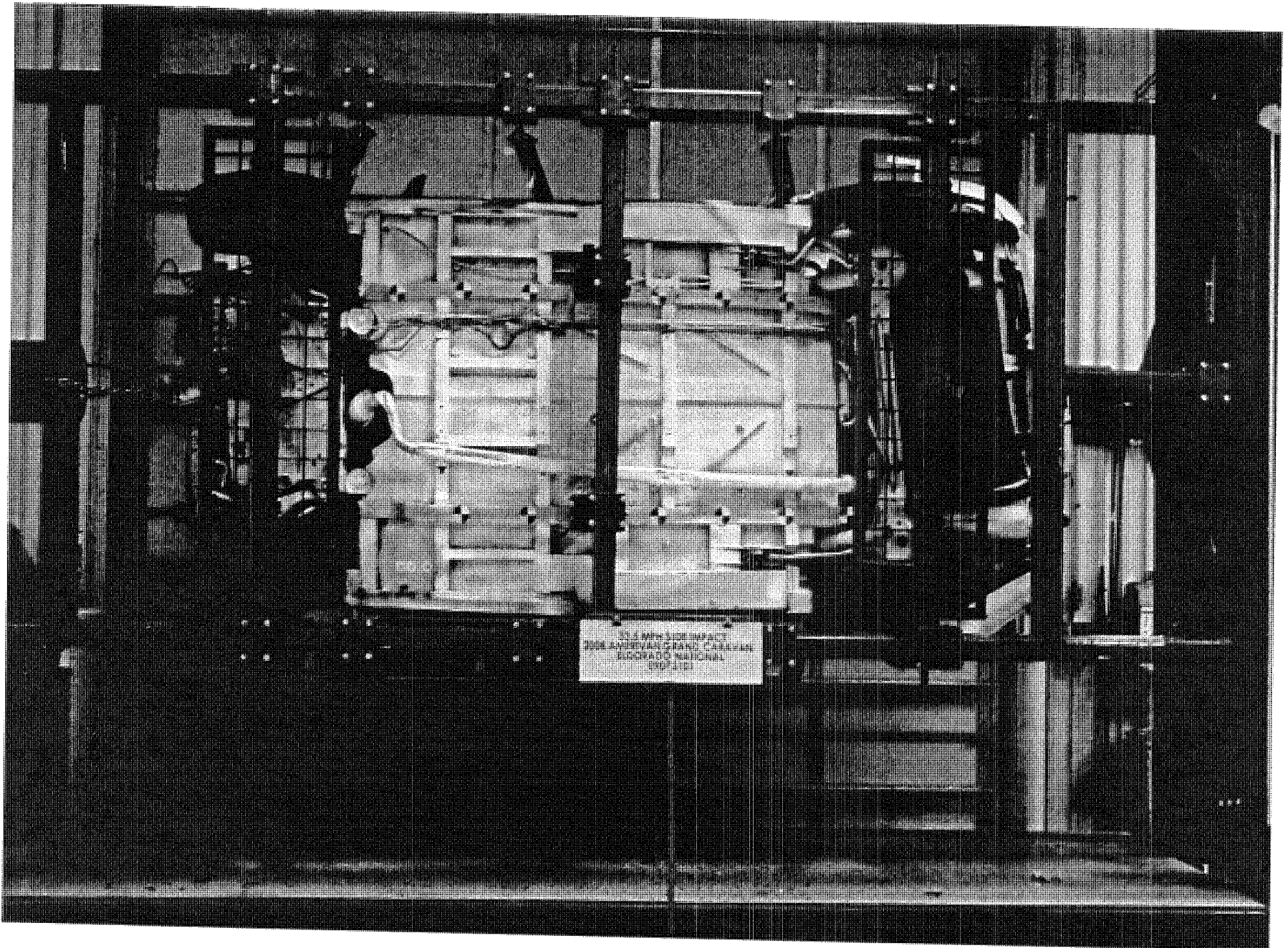
Rollover 90 Degrees

A-36.



Rollover 180 Degrees

A-37.

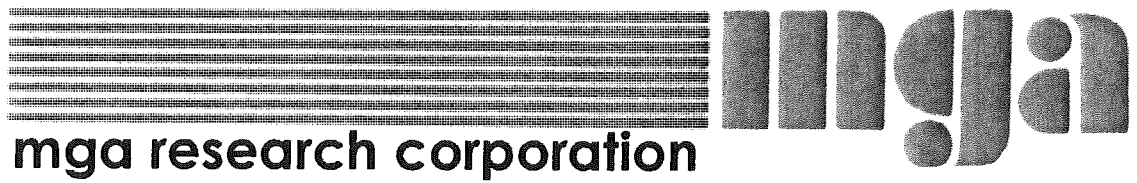


Rollover 270 Degrees

A-38.



Rollover 360 Degrees



**50 MPH REAR IMPACT
C/FMVSS 301**

2008 Amerivan Grand Caravan

MGA Reference Number: C09C3-003.2

Test Date: July 30, 2009

Report Date: August 5, 2009

**PREPARED FOR:
EIDorado National
1655 Wall Street
Salina, KS 67401**

**PREPARED BY:
MGA Research Corporation
5000 Warren Road
Burlington, WI 53105**

SIGNATURE APPROVAL PAGE

Procedure Number: MGA Frontal/Rear/Side Impact
Dated June 11, 2008

Total Pages: 60

Prepared By: Joe Fleck
Joe Fleck, Project Engineer

Reviewed By: David Winkelbauer
David Winkelbauer, Project Engineer

Technicians: Jamie Aide
Tim Bratz
Jordan Haynes
Tom Miller
Tim Novak
JR Sienko

Photographic: Chris Roach

Secretary: Cyndy Kline

The results presented in this report relate only to the specified test items.

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<u>Section</u>		<u>Page No.</u>
1	Test Summary	1
2	Vehicle Information / Data Sheets	2
<u>Data Sheet No.</u>		<u>Page No.</u>
1	General Test and Vehicle Parameter Data	3
2	Summary of FMVSS 301 Data	4
3	Vehicle Measurements	6
4	Camera Locations	7
<u>Appendix</u>		
A	Photographs	A

SECTION 1

TEST SUMMARY

A 2008 Amerivan Grand Caravan was impacted by the FMVSS 214 moving deformable barrier at a velocity of 80.6 km/h. The test was performed at MGA Research Corporation on July 30, 2009. Pre-and post-test photographs of the vehicle can be found in Appendix A.

One real-time camera and four high-speed cameras were used to document the impact event. Camera locations and other pertinent camera information can be found in this report.

Two ballast dummies were placed in the driver and right-front passenger seating positions.

There was no Stoddard Solvent leakage after the event or during any phase of the static rollover.

TEST SPEED

Measured Parameter	Units	Value
Trap No. 1 Velocity (Primary)	km/h	80.6
Trap No. 2 Velocity (Redundant)	km/h	80.6

SECTION 2
VEHICLE INFORMATION / DATA SHEETS

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 50 mph Rear

Test Date: 7/30/2009

CONVERSION FACTORS USED IN THIS REPORT*

Quantity	Typical Application	English Units	Metric Unit	Multiply By
Mass	Vehicle Weight	lb	kg	0.4536
Linear Velocity	Impact Velocity	mile/h	km/h	1.609
Length or Distance	Measurements	in	mm	25.4
Volume	Fuel Systems	gal	liter	3.785
Pressure	Tire Pressure	lbf/in ²	kPa	7.0
Temperature	General Use	°F	°C	$=(tf - 32)/1.8$
Force	Dynamic Forces	lbf	N	4.448
Moment	Torque	lbf/ft	Nm	1.355

*Based on the Recommended Practice in SAE J916, May 85

DATA SHEET NO. 1
GENERAL TEST AND VEHICLE PARAMETER DATA

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 50 mph Rear

Test Date: 7/30/2009

TEST VEHICLE INFORMATION

Manufacturer	Chrysler
Model	Amerivan Grand Caravan
VIN	1D8HN44H88B100327
Transmission	Automatic
Final Drive	Front
Number of Cylinders	6
Engine (L)	3.3
Engine Placement	Lateral

TEST VEHICLE OPTIONS

Driver Airbag	Yes
Passenger Airbag	Yes
Power Windows	Yes
Power Steering	Yes
Power Door Locks	Yes
Tilt Wheel	Yes
Air Conditioning	Yes
Power Brakes	Yes

TIRE DATA

Measured Parameter	Front	Rear
Cold Pressure (kPa)	250	250
Tire Size on Vehicle	225/65R16	225/65R16
Tire Manufacturer	Yokohama	Yokohama

TEST VEHICLE WEIGHTS

	Units	As Delivered (UVW) (Axle)			As Tested (ATW) (Axle)		
		Front	Rear	Total	Front	Rear	Total
Left	kg	568.4	488.1		592.4	552.1	
Right	kg	542.5	470.4		575.6	550.7	
Ratio	%	53.7	46.3		51.4	48.6	
Totals	kg	1110.9	958.5	2069.4	1168.0	1102.8	2270.8

Measurement Description	Units	Value
Test Vehicle Width	mm	1958
Vertical Impact	mm	6 mm up
Horizontal Impact	mm	8 mm left

Vehicle Wheelbase (mm): 3082

Weight of Ballast secured in cargo area (kg): 124.7

DATA SHEET NO. 2

FMVSS 301 FUEL SYSTEM INTEGRITY POST IMPACT DATA

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 50 mph Rear

Test Date: 7/30/2009

FMVSS 301 FUEL SYSTEM INTEGRITY POST IMPACT DATA

FUEL TANK CAPACITY DATA

The "Usable Capacity" of the standard equipment fuel tank is: 75.7 liters

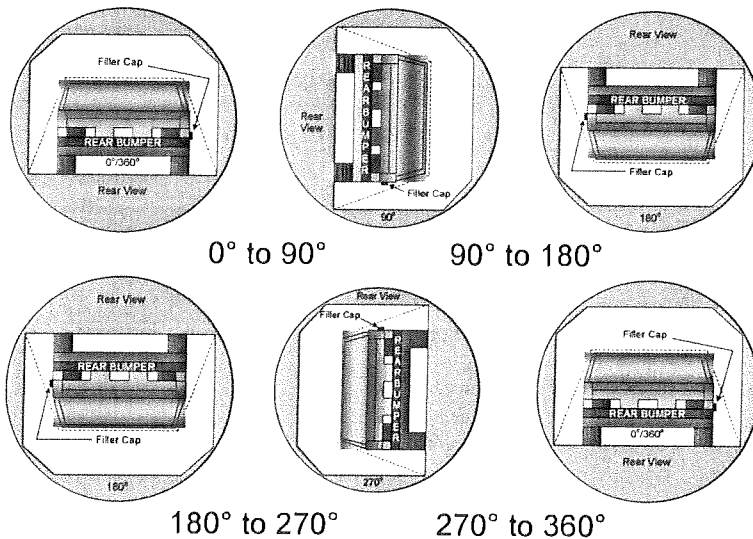
Actual amount of Stoddard solvent added to vehicle for certification test: 70.0 liters

Temperature at Time of Impact: 21° C

Stoddard Solvent Spillage Measurements

- A. From impact until vehicle motion ceases: 0 oz.
(Maximum Allowable = 1 ounce)
- B. For the 5 minute period after motion ceases: 0 oz.
(Maximum Allowable = 5 ounces)
- C. For the following 25 minutes: 0 oz.
(Maximum Allowable = 1 oz. /minute)

FMVSS/CMVSS 301 STATIC ROLLOVER DATA



1. The specified fixture rollover rate for each 90° of rotation is 60 to 180 seconds.

2. The position hold time at each position is 300 seconds (minimum).

3. Details of Stoddard Solvent spillage locations:
None

DATA SHEET NO. 2

FMVSS 301 STATIC ROLLOVER DATA... (Continued)

Test Vehicle: 2008 Amerivan Grand Caravan
 Test Program: 50 mph Rear

Test Date: 7/30/2009

0° TO 90° Rotation

Test Phase	Rotation Time (sec.)	Hold Time (sec.)	Spillage (oz.)
First 5 minutes form onset of rotation	122	300	0
Sixth Minute from onset of rotation			0
Seventh minute from onset of rotation			0
Eight minute if required			0

90° TO 180° Rotation

Test Phase	Rotation Time (sec.)	Hold Time (sec.)	Spillage (oz.)
First 5 minutes form onset of rotation	118	300	0
Sixth Minute from onset of rotation			0
Seventh minute from onset of rotation			0
Eight minute if required			0

180° TO 270° Rotation

Test Phase	Rotation Time (sec.)	Hold Time (sec.)	Spillage (oz.)
First 5 minutes form onset of rotation	117	300	0
Sixth Minute from onset of rotation			0
Seventh minute from onset of rotation			0
Eight minute if required			0

270° TO 360° Rotation

Test Phase	Rotation Time (sec.)	Hold Time (sec.)	Spillage (oz.)
First 5 minutes form onset of rotation	119	300	0
Sixth Minute from onset of rotation			0
Seventh minute from onset of rotation			0
Eight minute if required			0

DATA SHEET NO. 3
VEHICLE MEASUREMENTS

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 50 mph Rear

Test Date: 7/30/2009

VEHICLE MEASUREMENTS

No.	Measurement Description	Units	Pre-Test	Post-Test	Difference
C1	Crush zone 1 at left side	mm	2752	2435	317
C2	Crush zone 2 at left side	mm	2792	2507	285
C3	Crush zone 3 at left side	mm	2810	2508	302
C4	Crush zone 4 at right side	mm	2802	2592	210
C5	Crush zone 5 at right side	mm	2781	2590	191
C6	Crush zone 6 at right side	mm	2751	2560	191
L	C1 TO C6	mm	1200	1200	0

DATA SHEET NO. 4
CAMERA LOCATIONS

Test Vehicle: 2008 Amerivan Grand Caravan
Test Program: 50 mph Rear

Test Date: 7/30/2009

No.	Camera View	Location (mm) *			Lens (mm)	Speed (fps)
		X	Y	Z		
1	Left Rear Half	-1020	-8050	1260	35	1000
2	Left Overall	-2650	-9120	1340	24	1000
3	Right Rear Half	-1040	8130	1240	35	1000
4	Right Overall	-2540	9360	1310	24	1000
5	Real Time				13	24

*COORDINATES:

- +X = Rearward of barrier
- +Y = Right of monorail centerline
- +Z = Above ground level

APPENDIX A
PHOTOGRAPHS

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MFD BY CHRYSLER LLC

DATE OF MFR
9-07

GWR
2745 KG(6050 LB)

GAWR FRONT

WITH TIRES

RIMS AT

COLD

1339 KG(2950 LB) 225/65R16

16X6.5

250 KPA(36 PSI)

GAWR REAR

WITH TIRES

RIMS AT

COLD

1407 KG(3100 LB) 225/65R16

16X6.5

250 KPA(36 PSI)

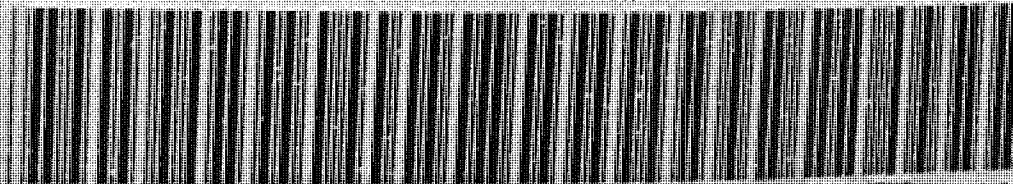
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.A. FEDERAL MOTOR VEHICLE SAFETY AND
THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1D8HN44H88B100327

TYPE:

MPV

SINGLE X DUAL



MDH:

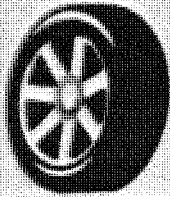
082815 030AA

PNT:PM1

VEHICLE MADE IN U.S.A.

TRM:J7US

4648503



TIRE AND LOADING INFORMATION

~~SEATING CAPACITY TOTAL 7 FRONT 2 REAR 5~~

THE COMBINED WEIGHT OF OCCUPANTS AND CARGO SHOULD NEVER EXCEED
521 KG OR 1150 LB

TIRE	FRONT	REAR	SPARE
ORIGINAL TIRE SIZE	225/65R16	225/65R16	T145/90D16
COLD TIRE INFLATION PRESSURE	250 kPa, 36 PSI	250 kPa, 36 PSI	420 kPa, 60 PSI

SEE OWNERS MANUAL FOR ADDITIONAL INFORMATION



8B100327

A-2.

Tire Placard

A-3.

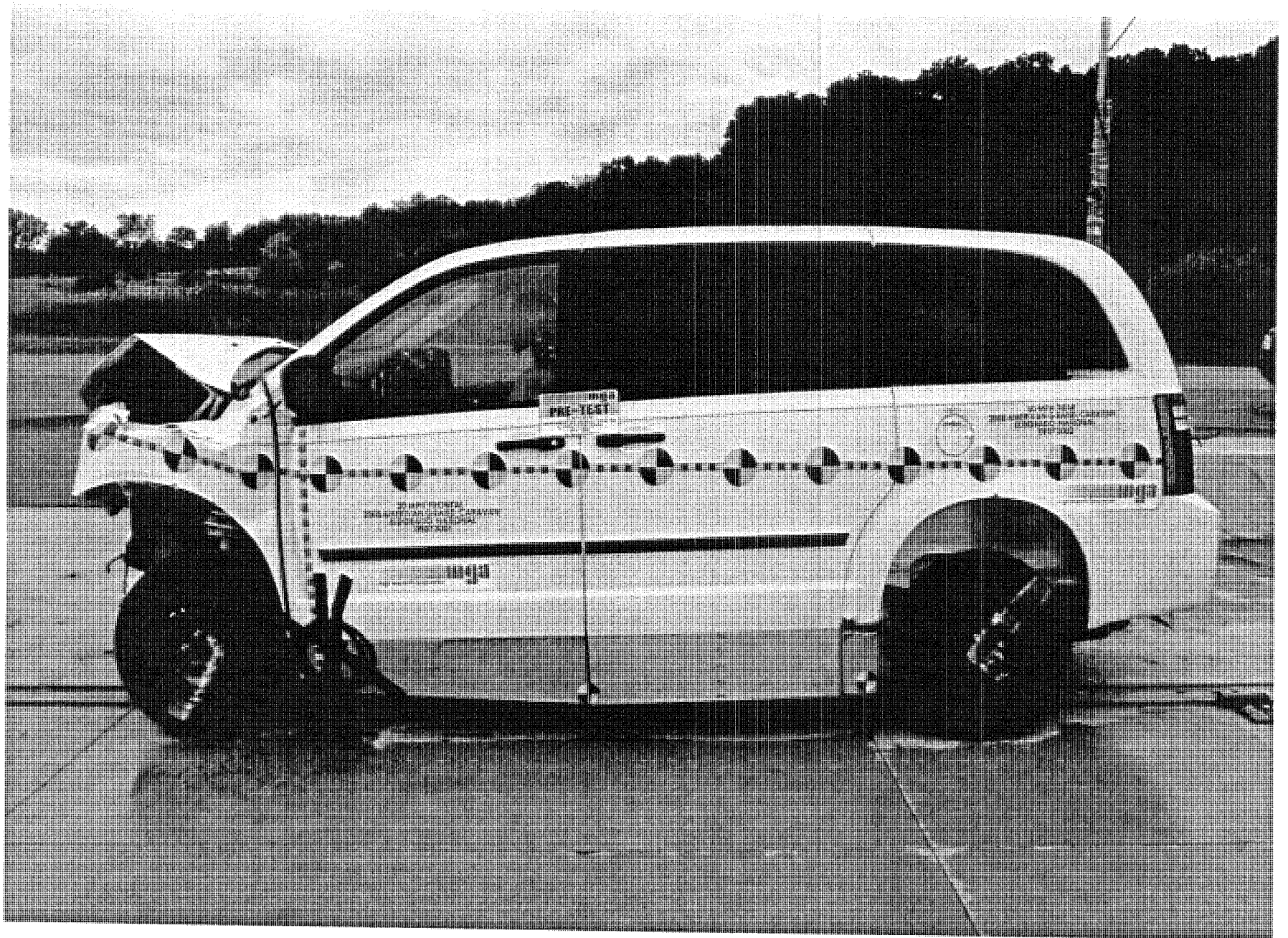


Pre-Test Rear View of Test Vehicle



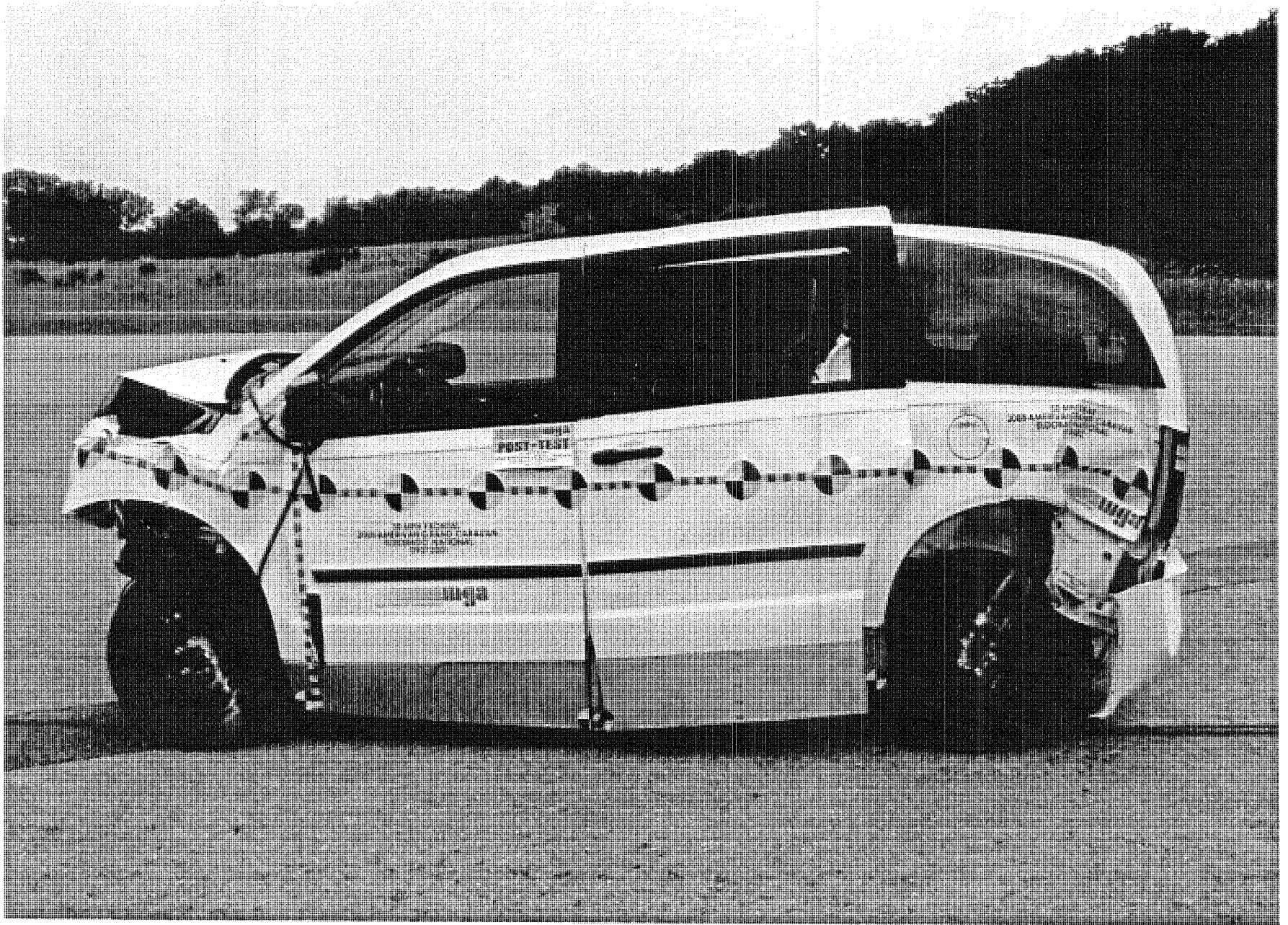
Post-Test Rear View of Test Vehicle

A-5.



Pre-Test Left Side View of Test Vehicle

A-6.



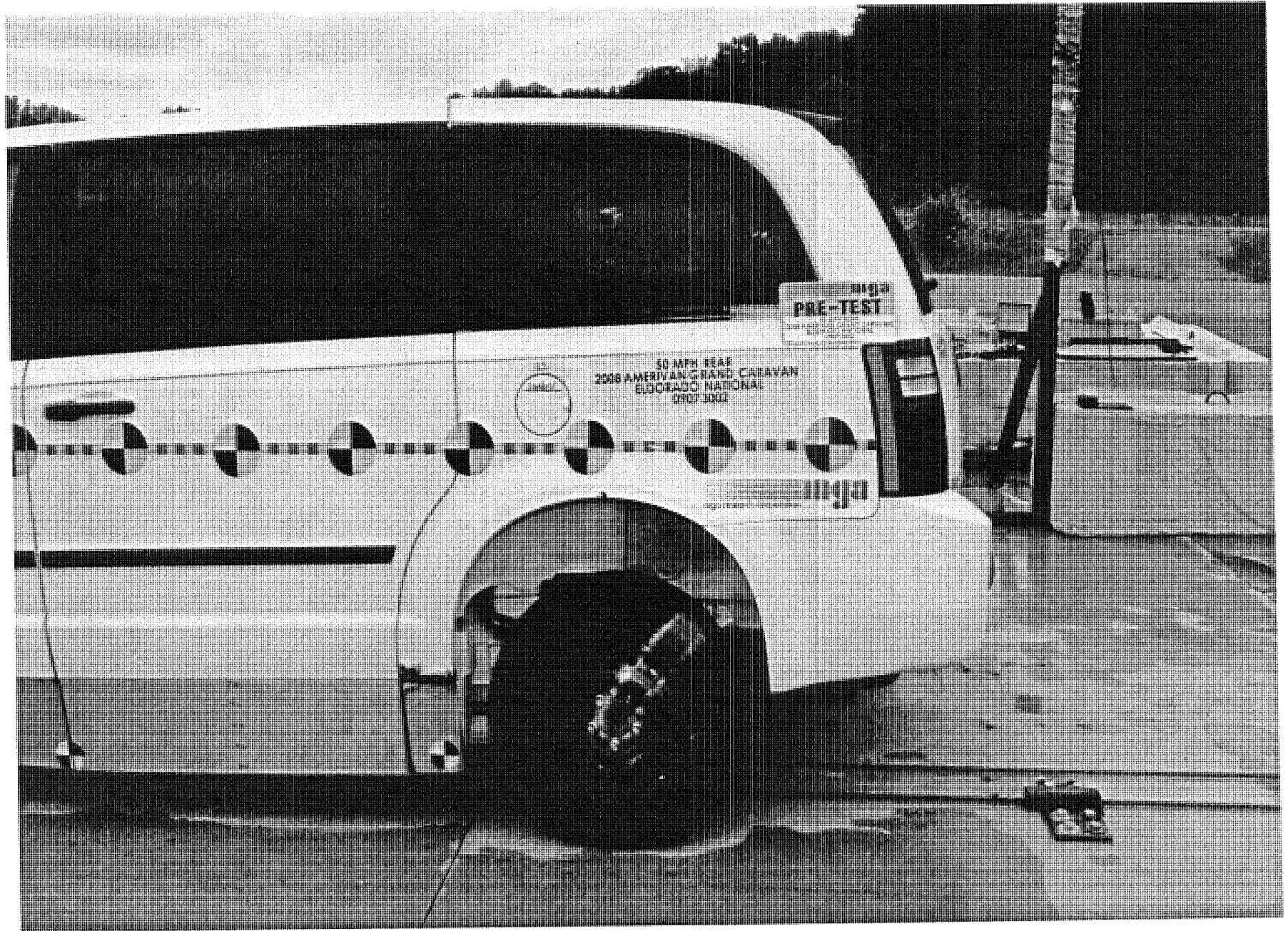
Post-Test Left Side View of Test Vehicle

A-7.



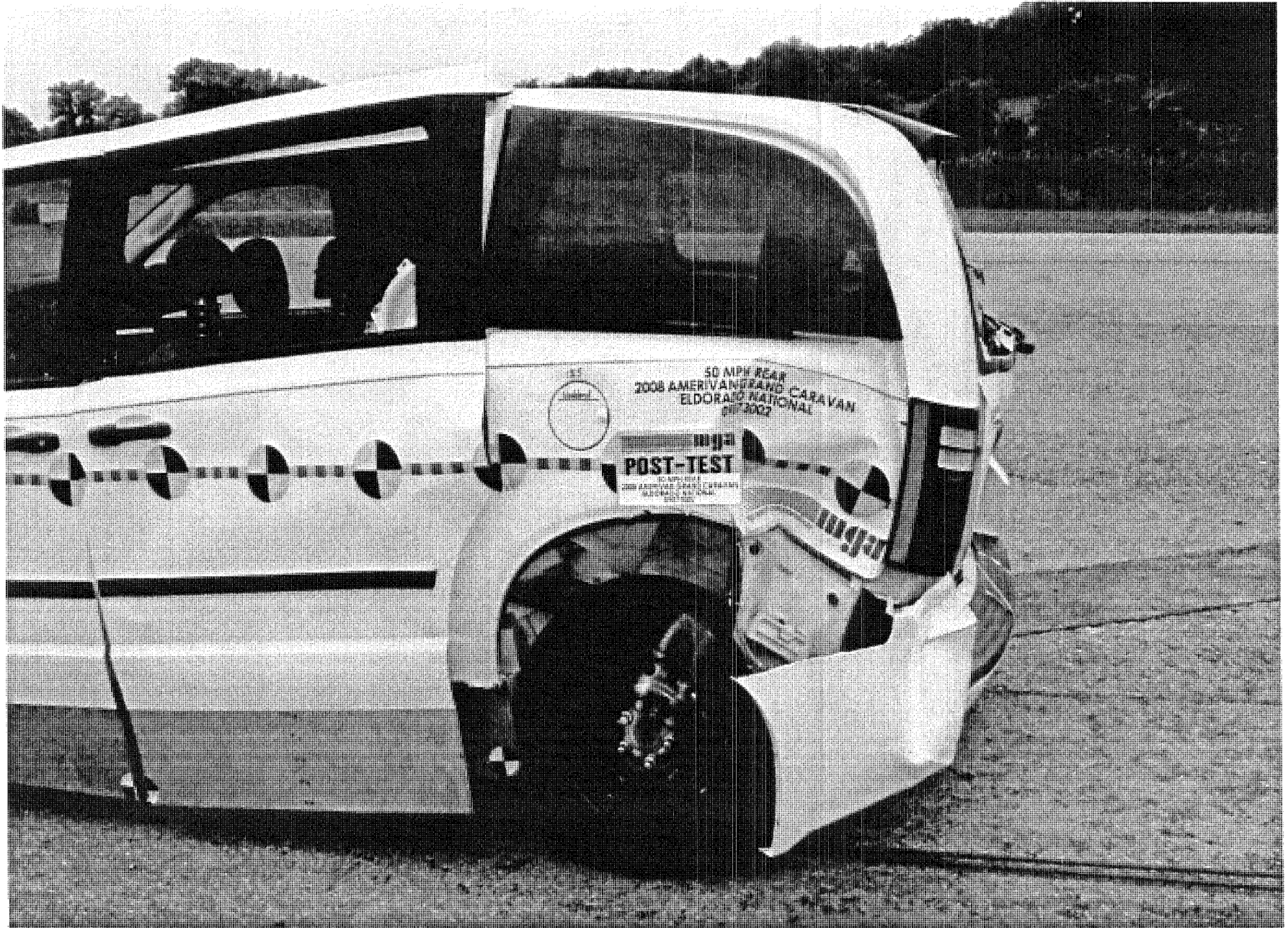
Pre-Test Left Rear Three-Quarter View of Test Vehicle

A-8.



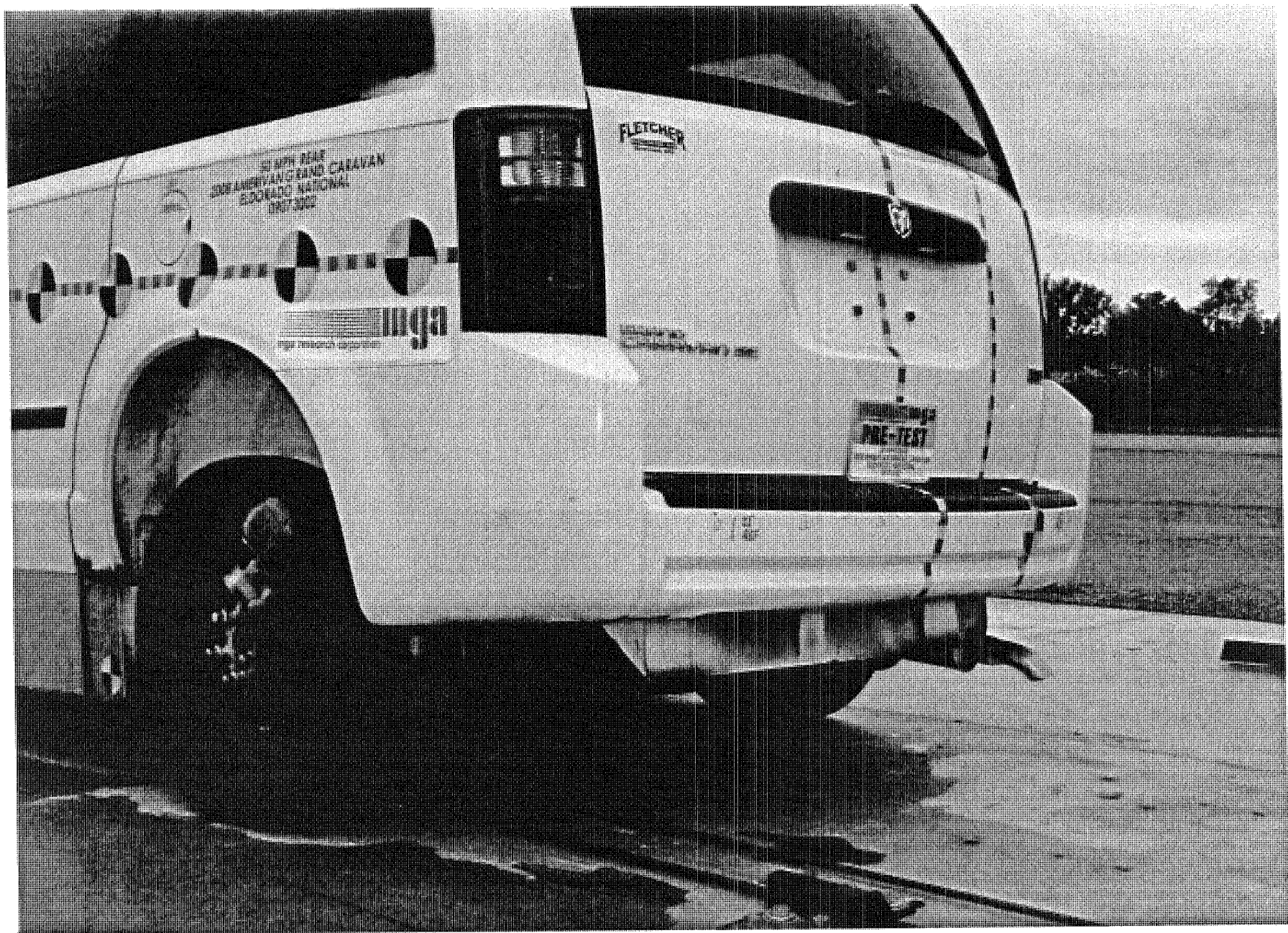
Pre-Test Left Rear Quarter View of Test Vehicle

A-9.



Post-Test Left Rear Quarter View of Test Vehicle

A-10.



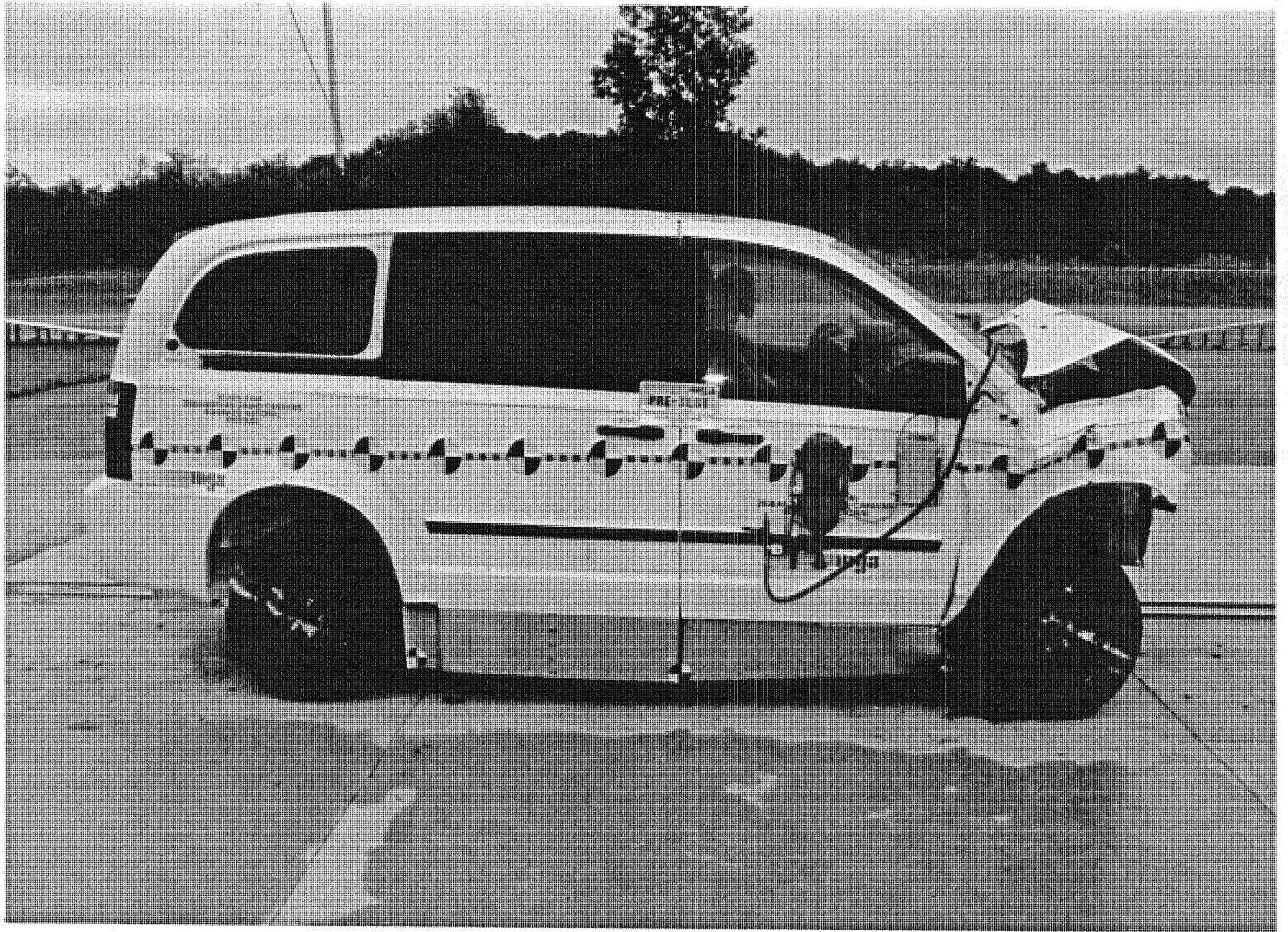
Pre-Test Left Rear Quarter View of Test Vehicle (close up)



A-11.

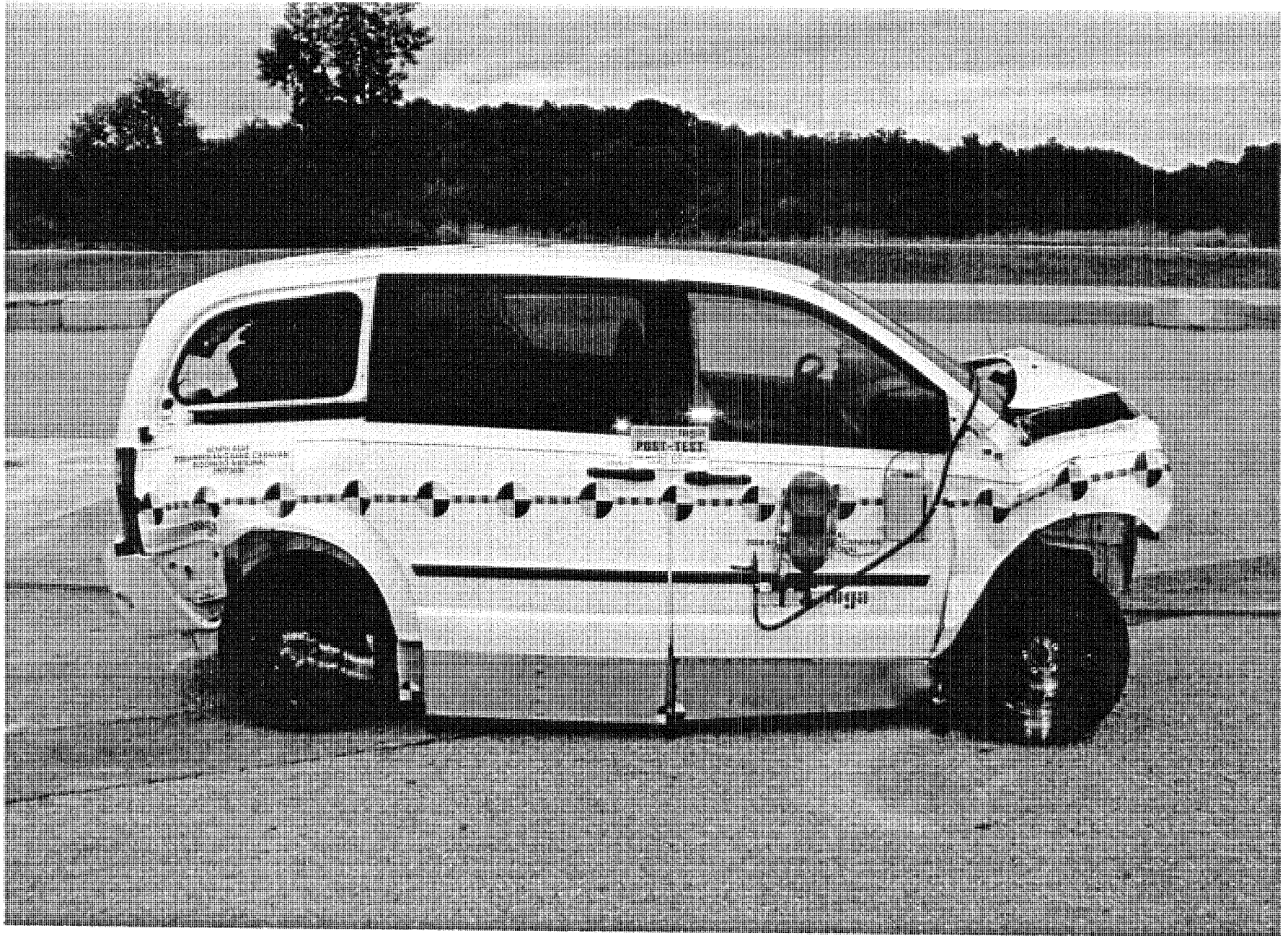
Post-Test Left Rear Quarter View of Test Vehicle (close up)

A-12.



Pre-Test Right Side View of Test Vehicle

A-13.

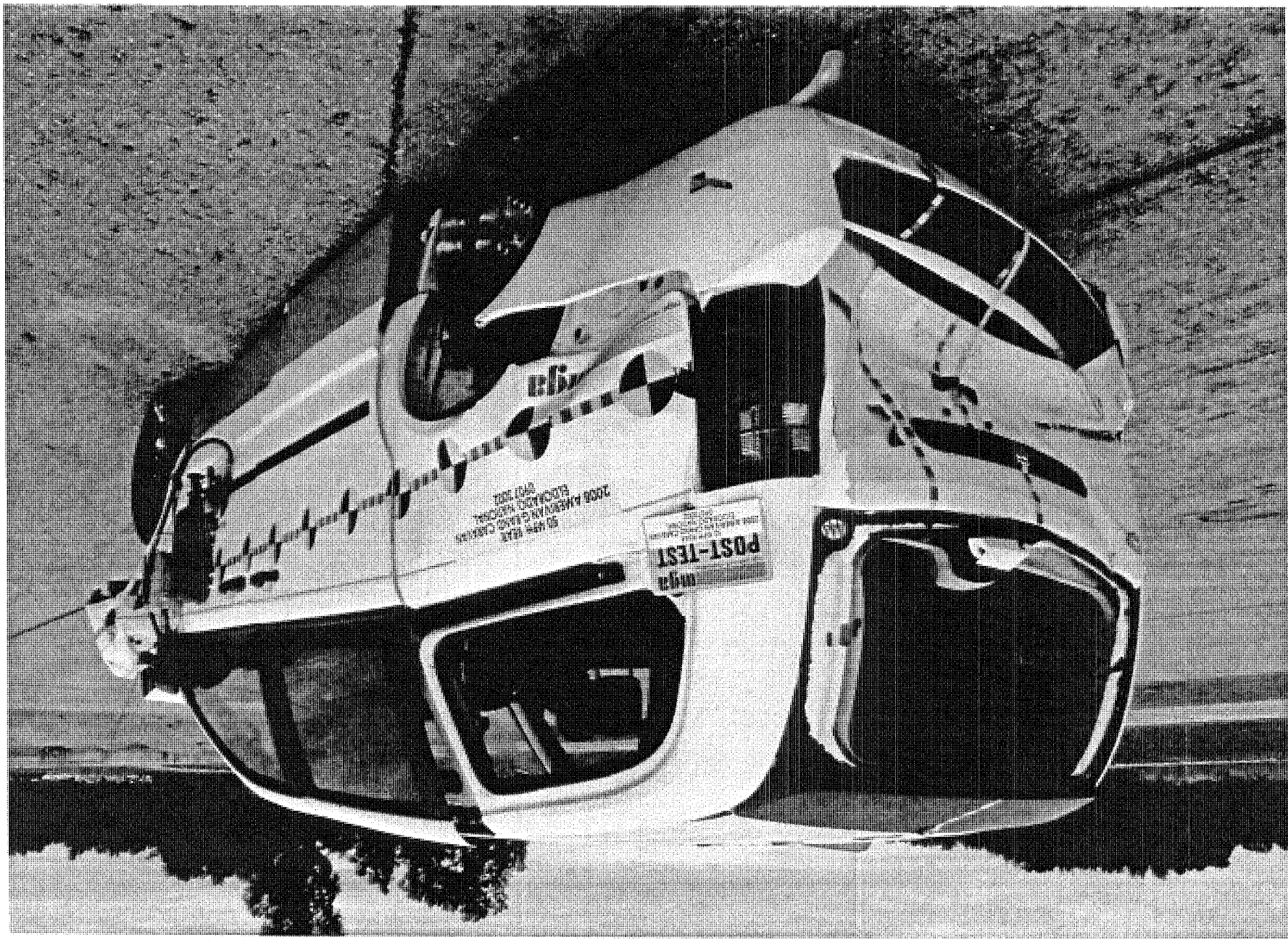


Post-Test Right Side View of Test Vehicle

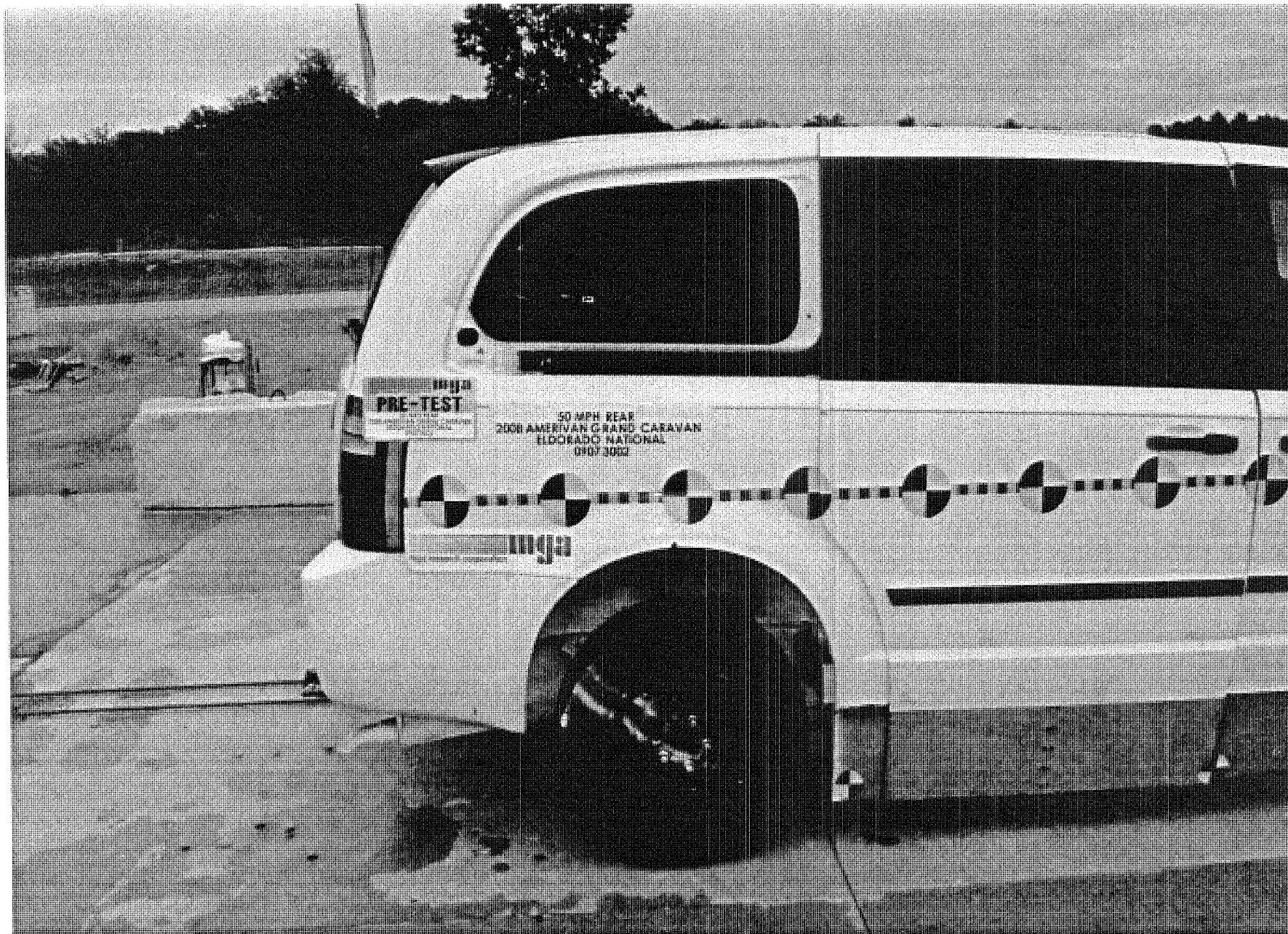
A-14.



Pre-Test Right Rear Three-Quarter View of Test Vehicle

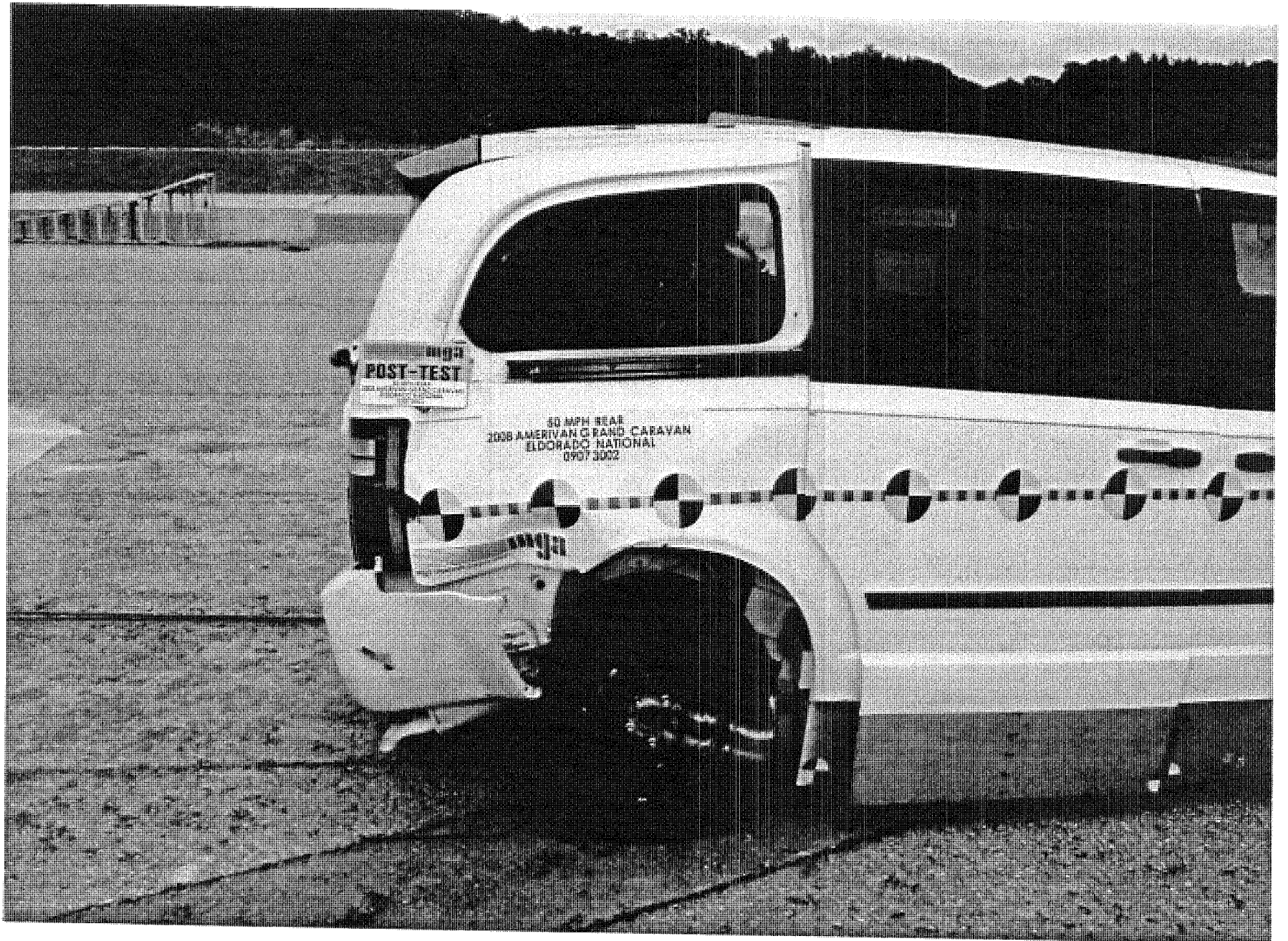


Post-Test Right Rear Three-Quarter View of Test Vehicle



Pre-Test Right Rear Quarter View of Test Vehicle

A-17.

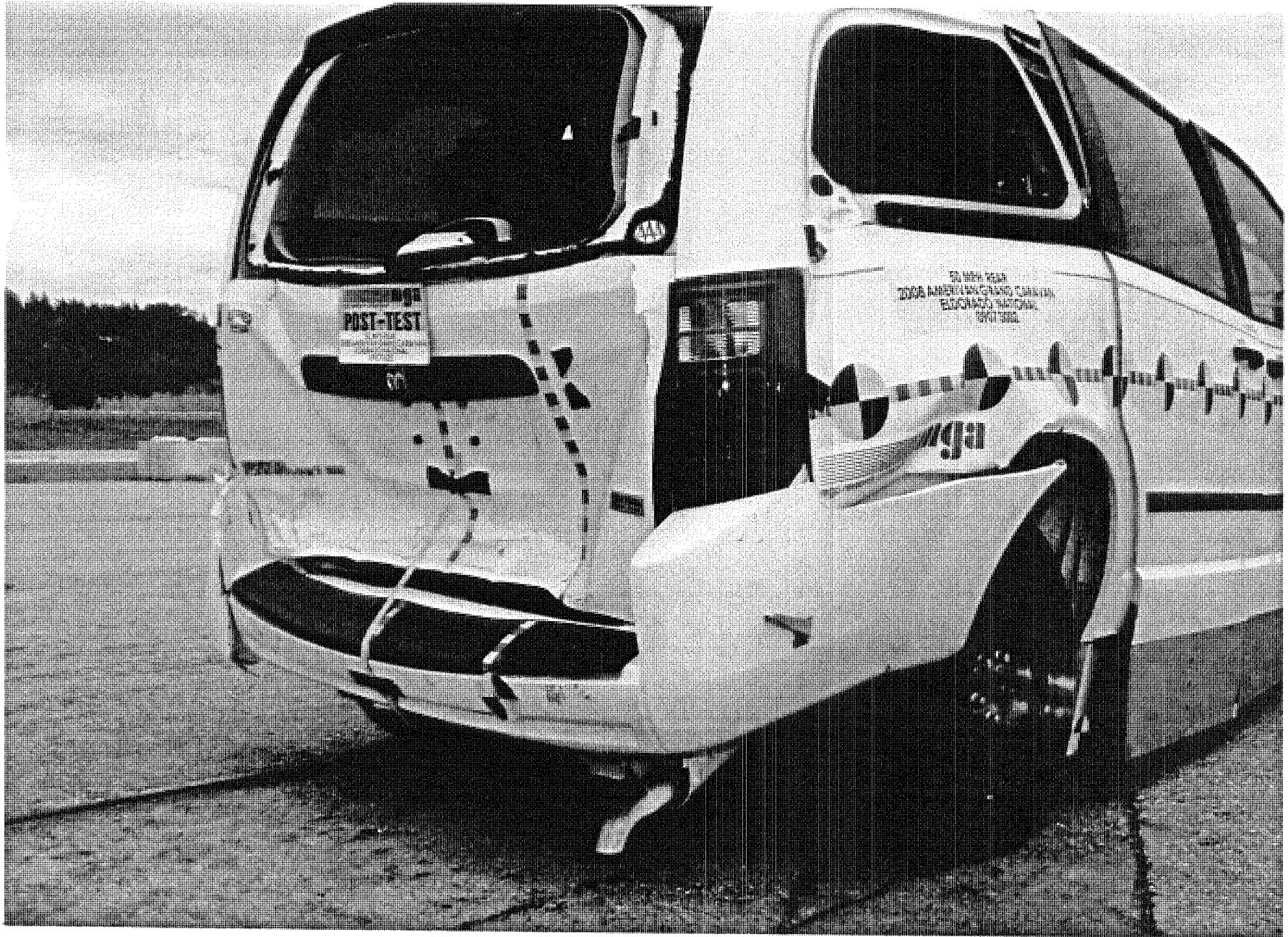


Post-Test Right Rear Quarter View of Test Vehicle

A-18.

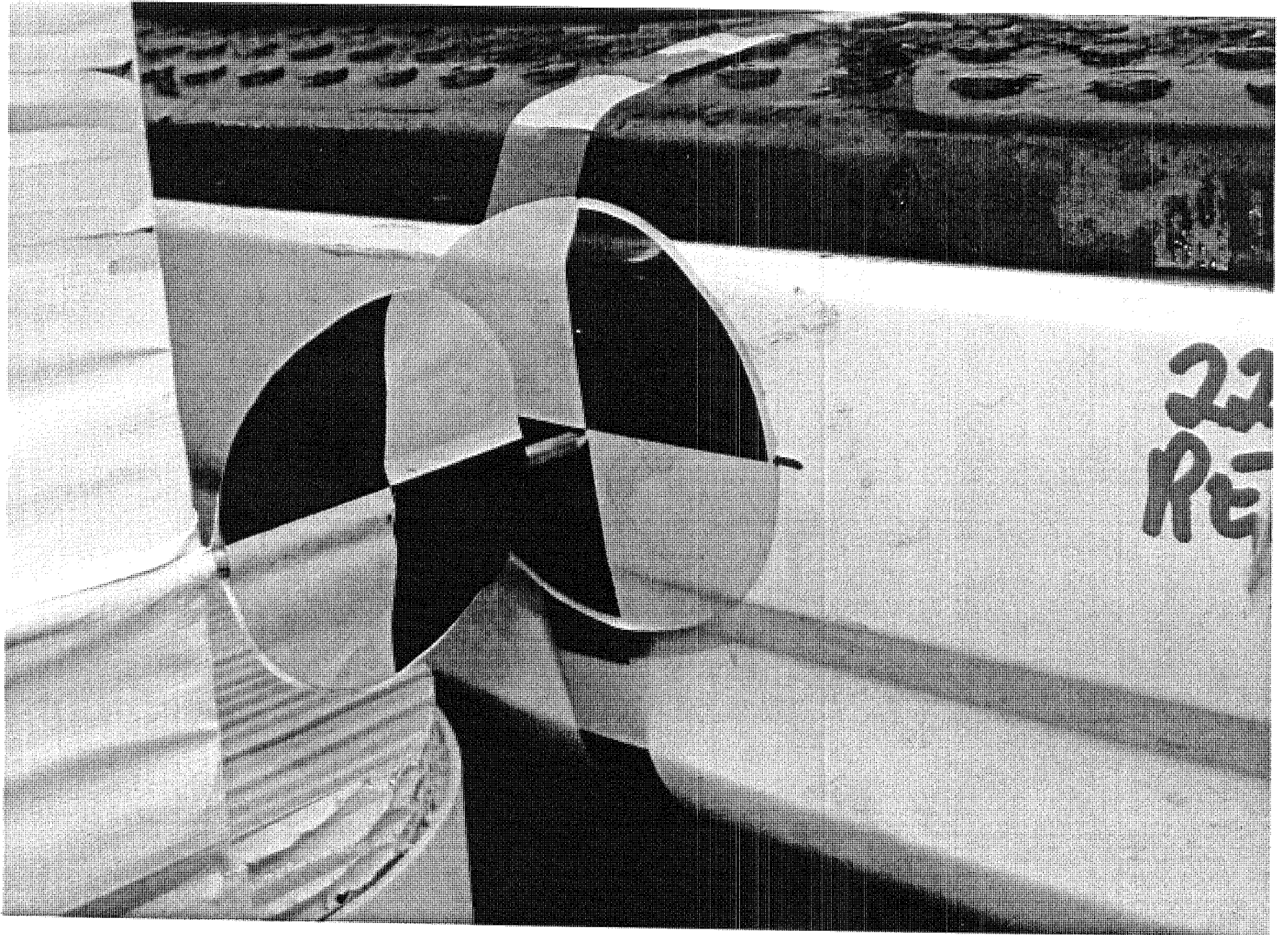


Pre-Test Right Rear Quarter View of Test Vehicle (close up)



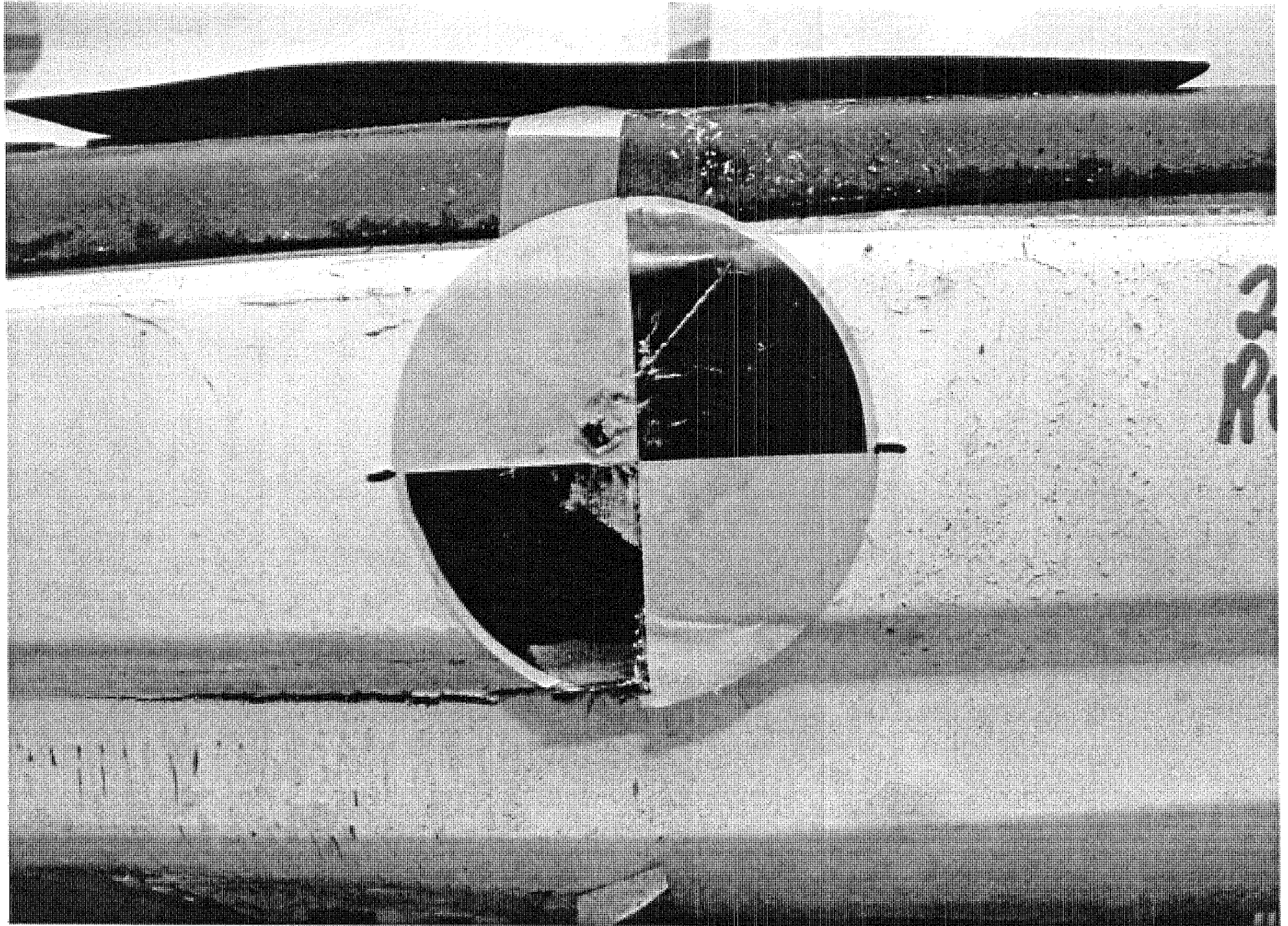
Post-Test Right Rear Quarter View of Test Vehicle (close up)

A-20.



Pre-Test Impact Point on Test Vehicle

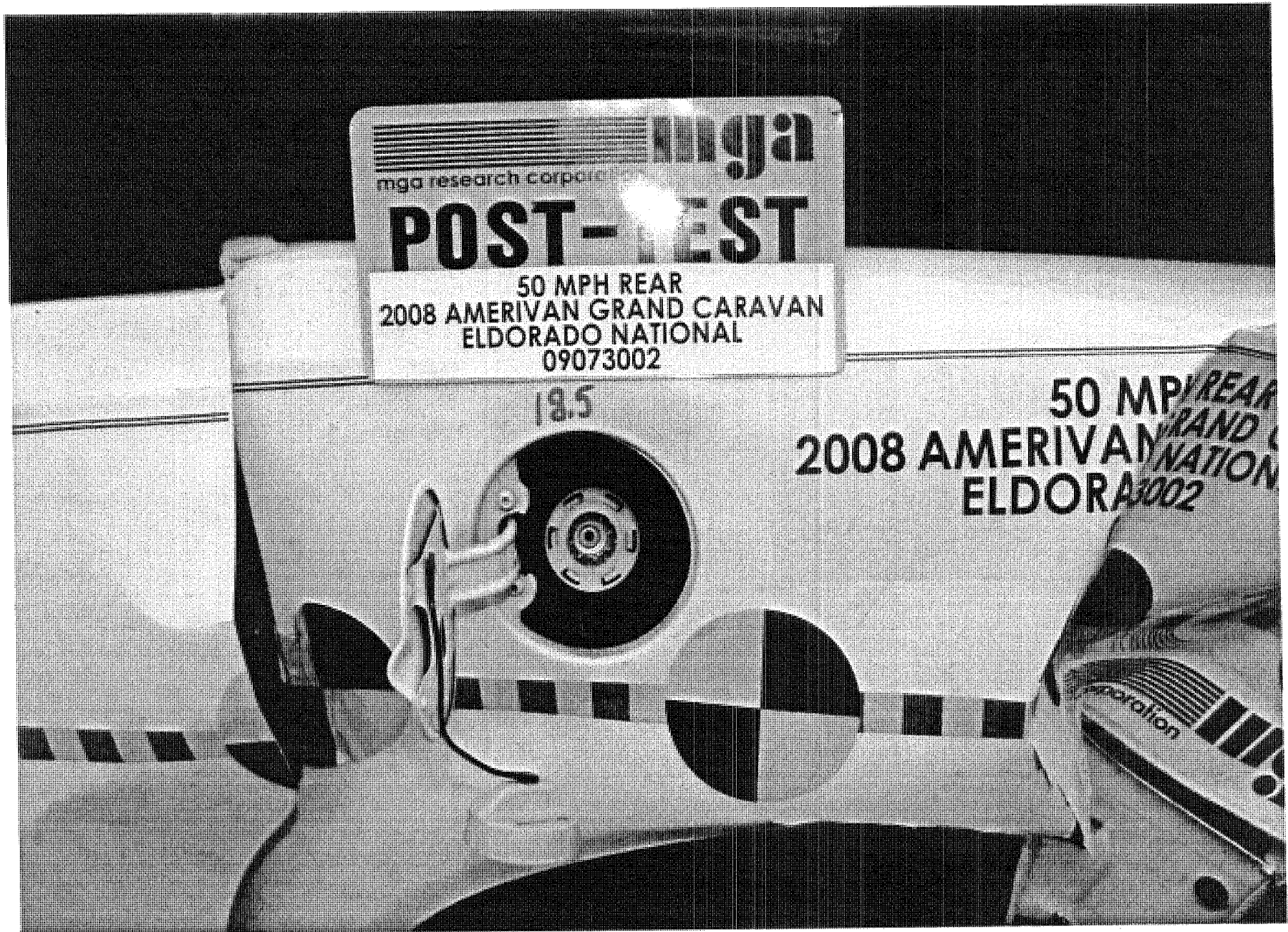
A-21.



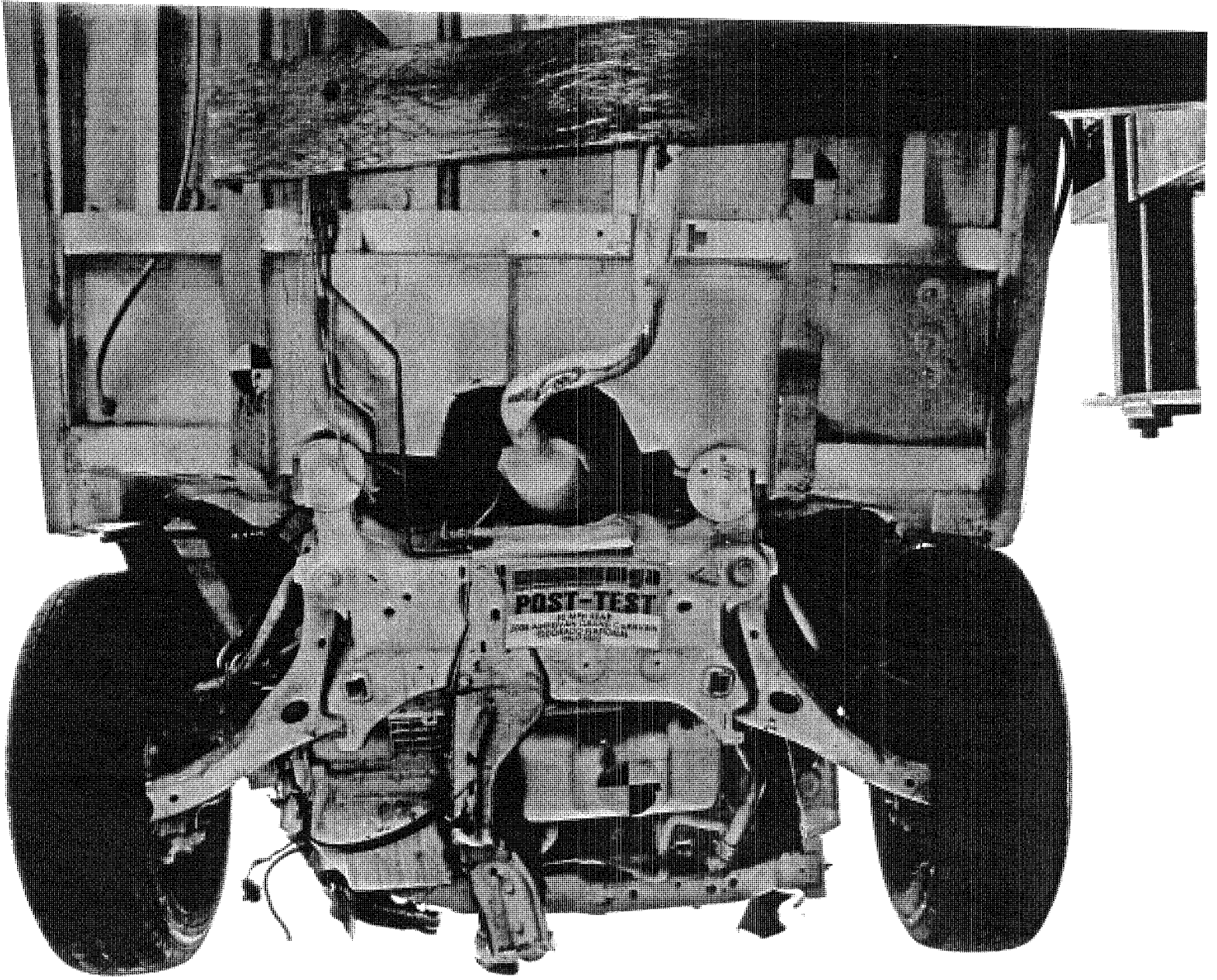
Post-Test Impact Point on Test Vehicle



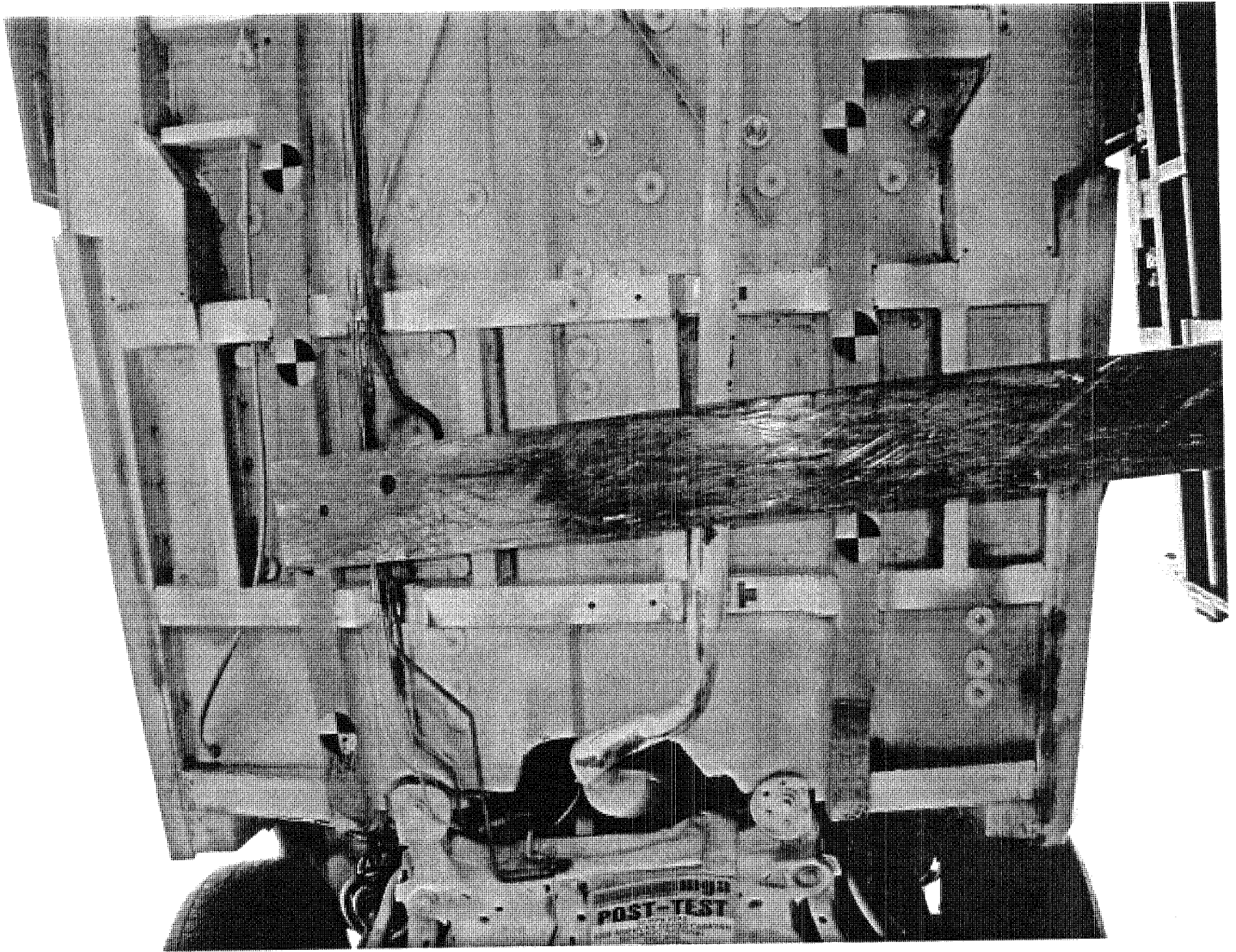
Pre-Test Fuel Filler Cap



Post-Test Fuel Filler Cap



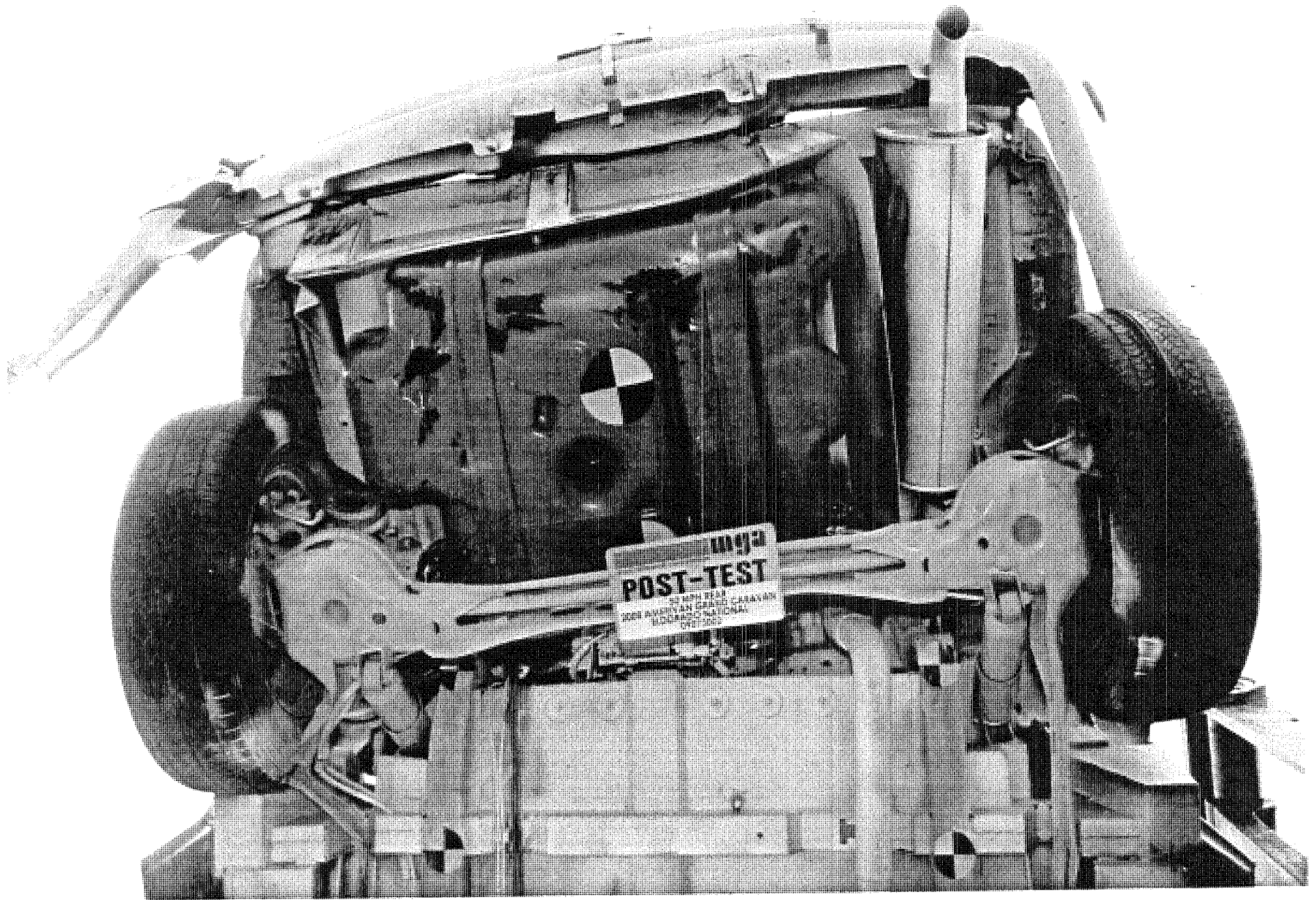
Post-Test Front Underbody View



A-25.

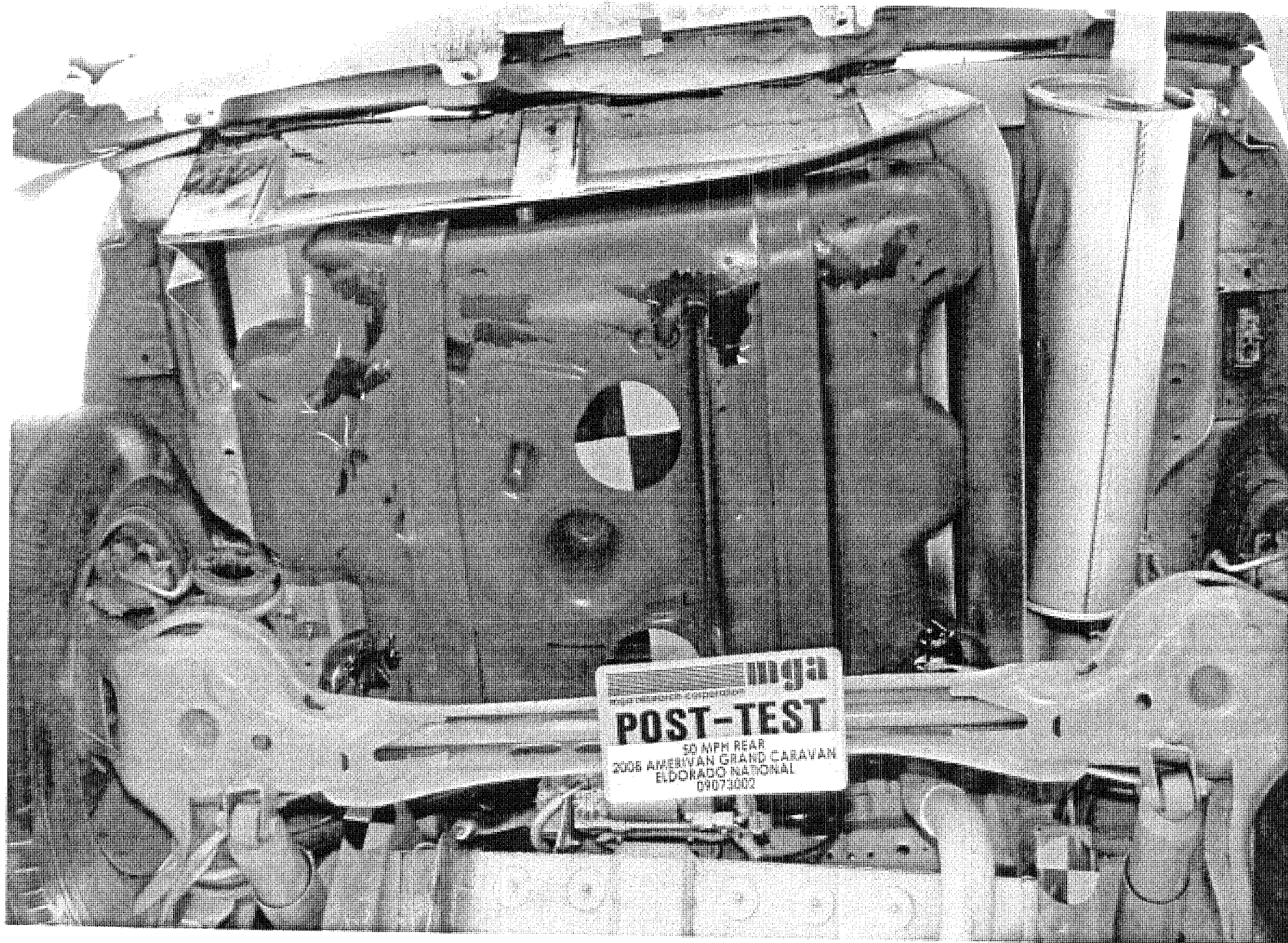
Post-Test Mid Underbody View

A-26.



Post-Test Rear Underbody View

A-27.



Post-Test Fuel Tank

A-28.



Pre-Test Driver Dummy Position Left Side View

A-29.



Post-Test Driver Dummy Position Left Side View

A-30.



Pre-Test Driver Dummy Position Left Side View (Door Open)

A-31.



Pre-Test Passenger Dummy Position Right Side View

A-32.

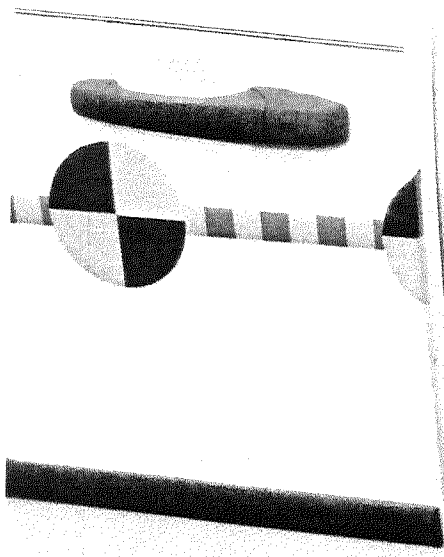
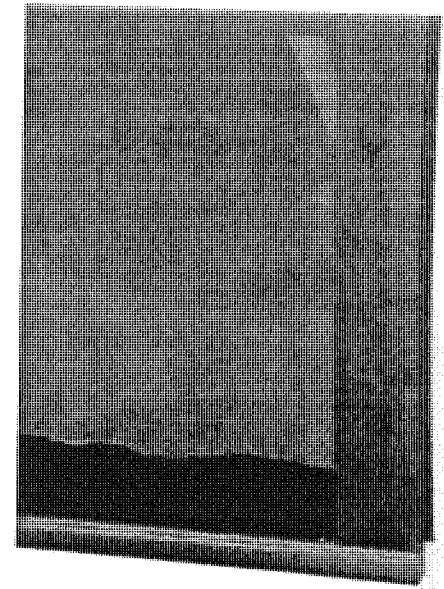


Post-Test Passenger Dummy Position Right Side View



A-33.

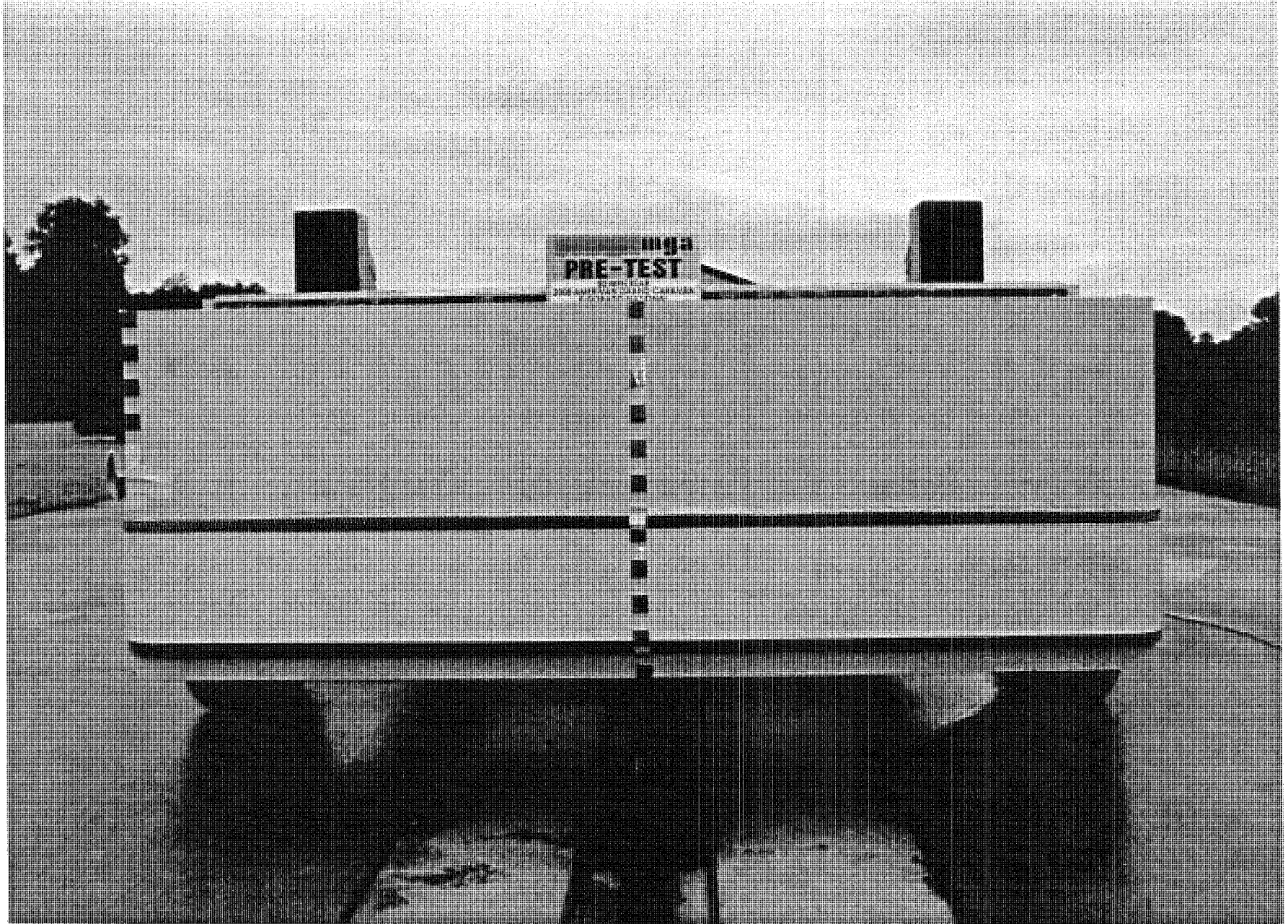
Pre-Test Passenger Dummy Position Right Side View (Door Open)



A-34.

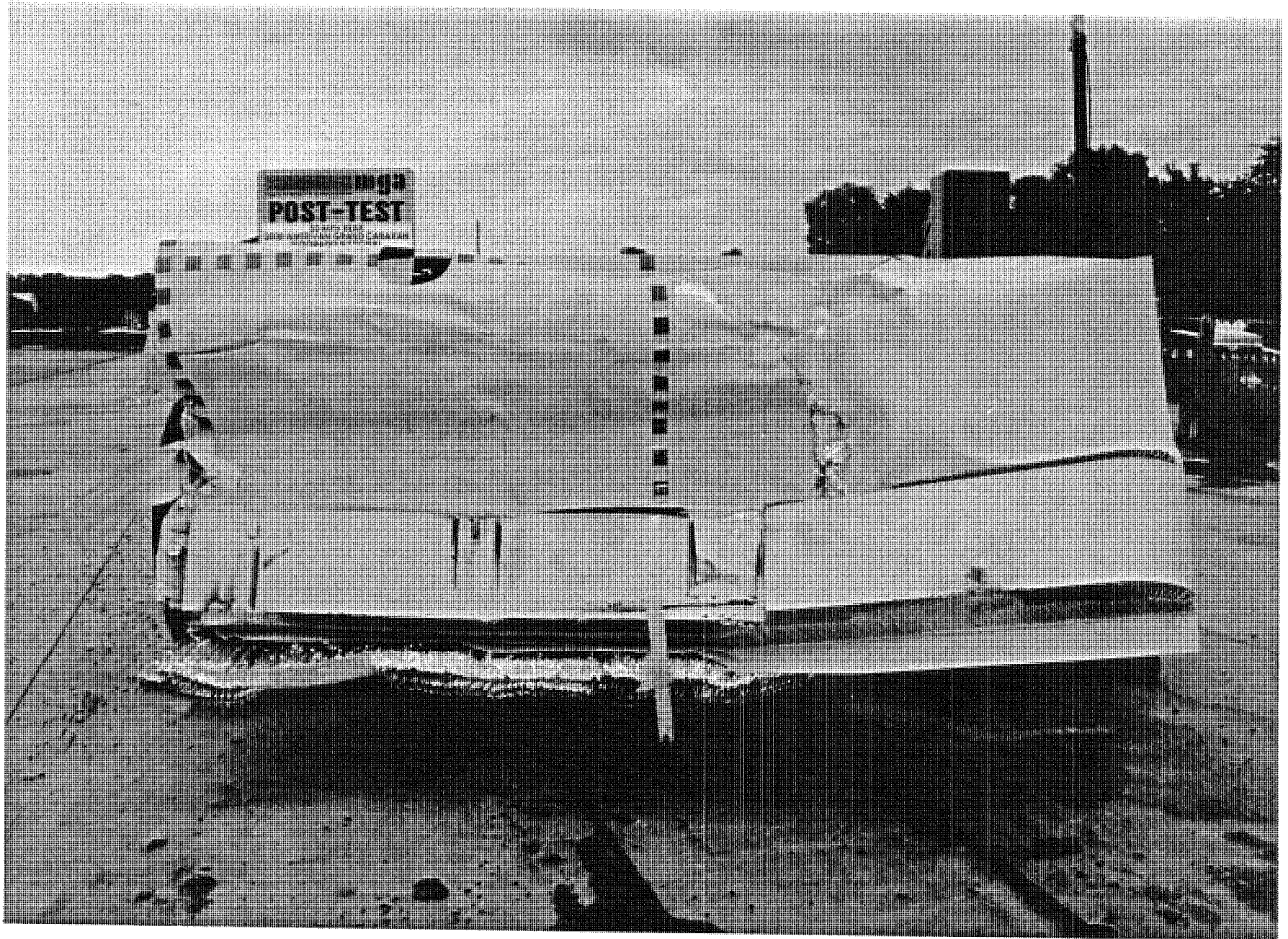
Post-Test Passenger Dummy Position Right Side View (Door Open)

A-35.



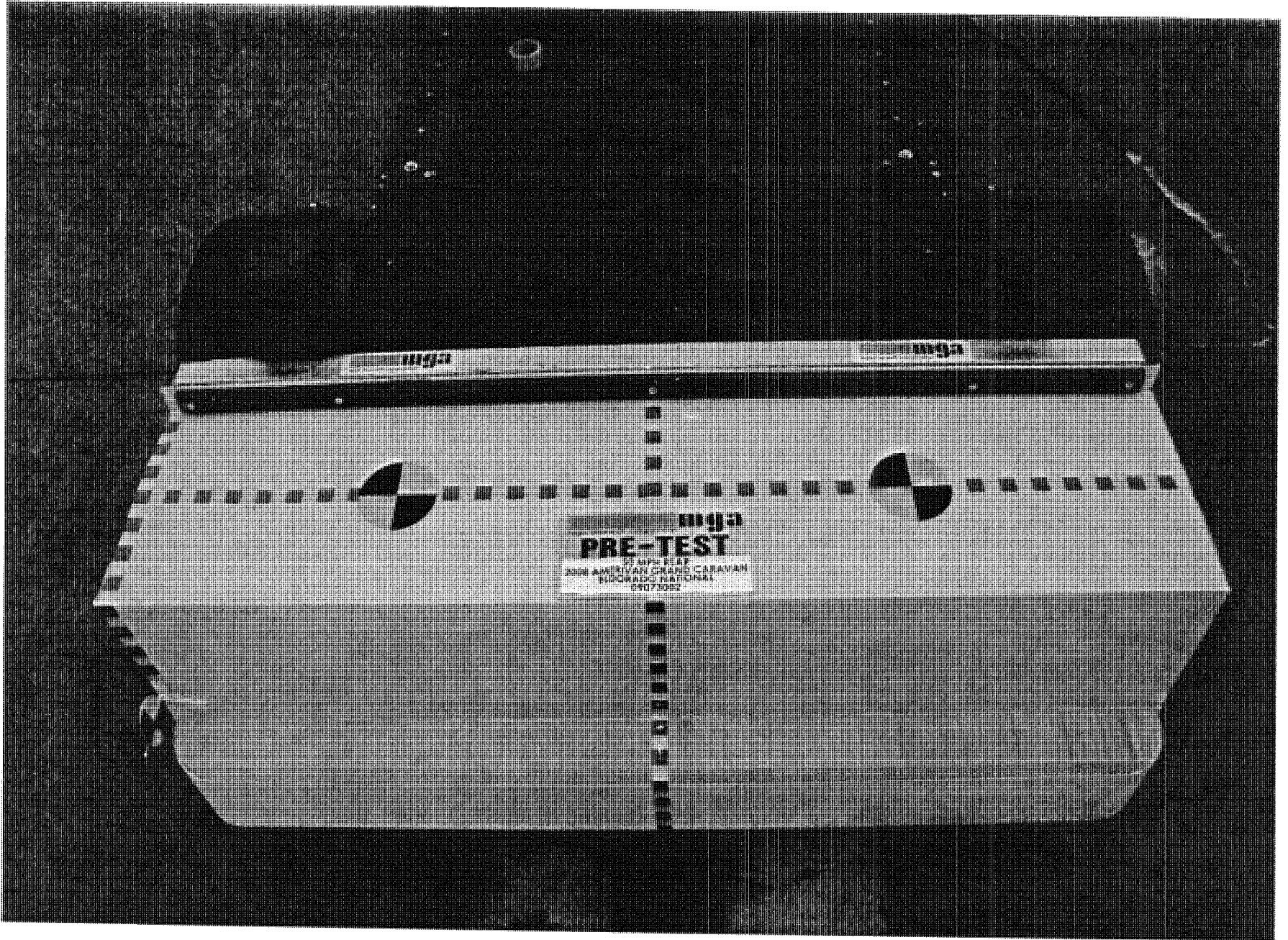
Pre-Test MDB Front View

A-36.



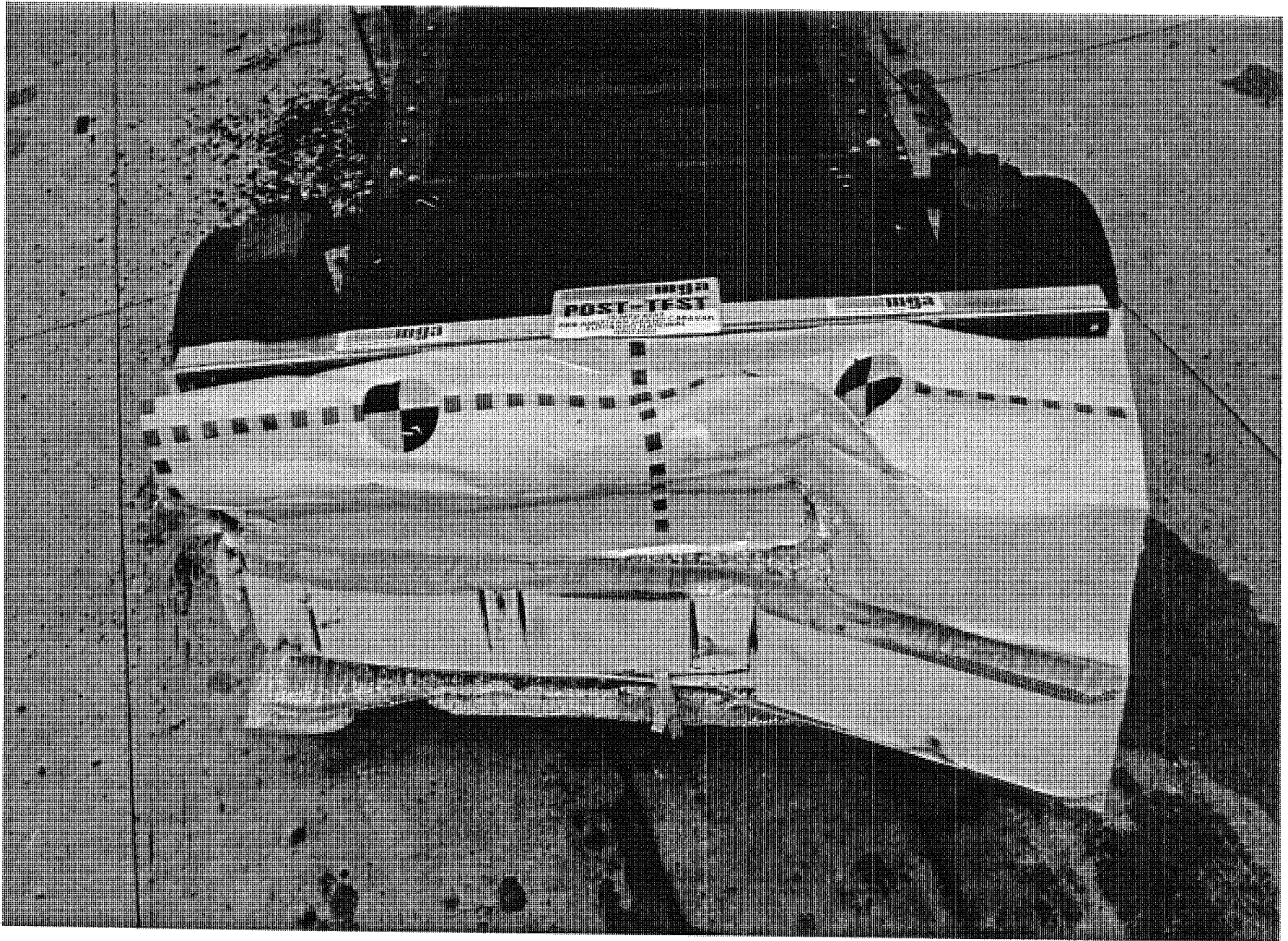
Post-Test MDB Front View

A-37.



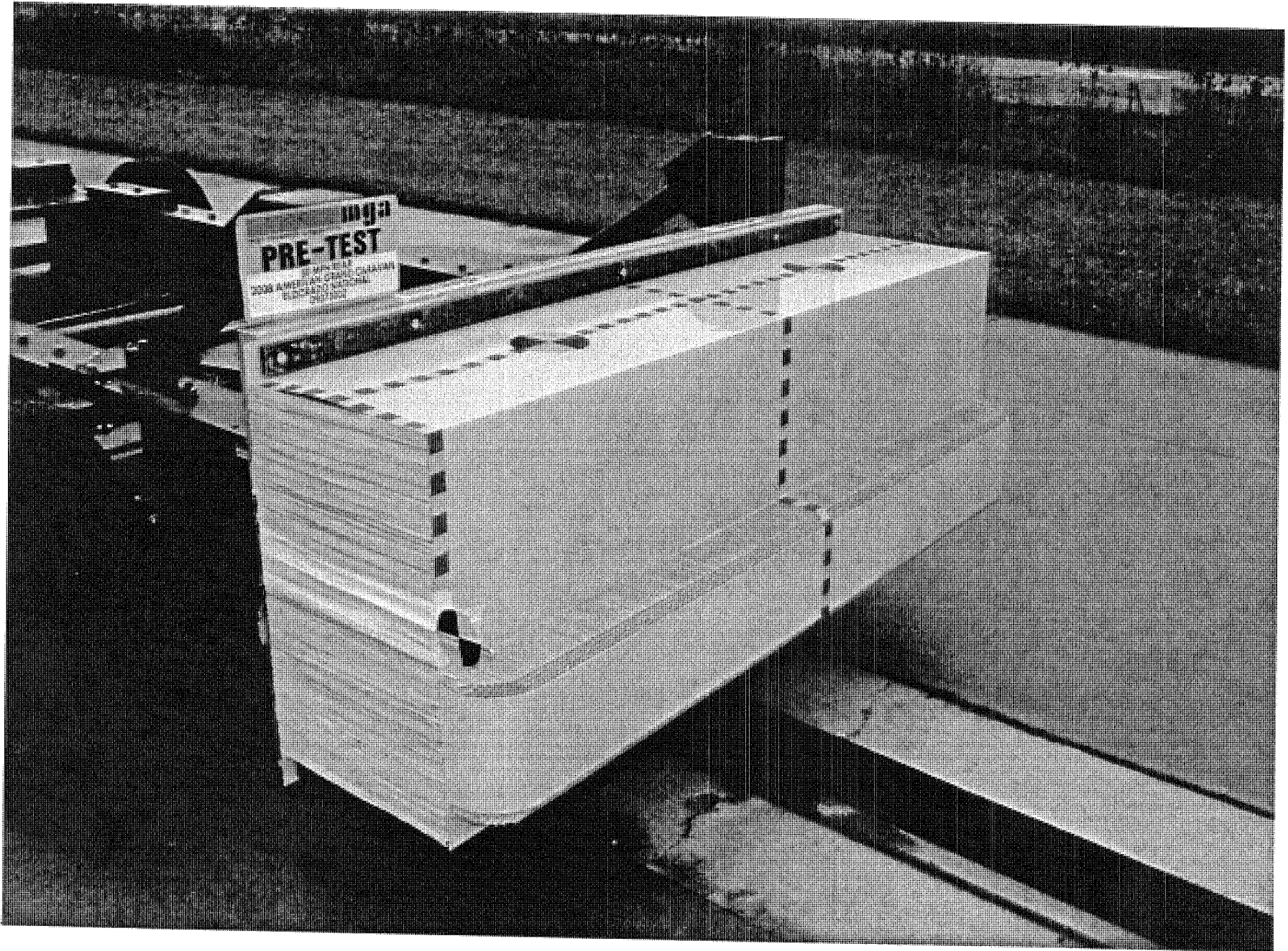
Pre-Test MDB Top View

A-38.



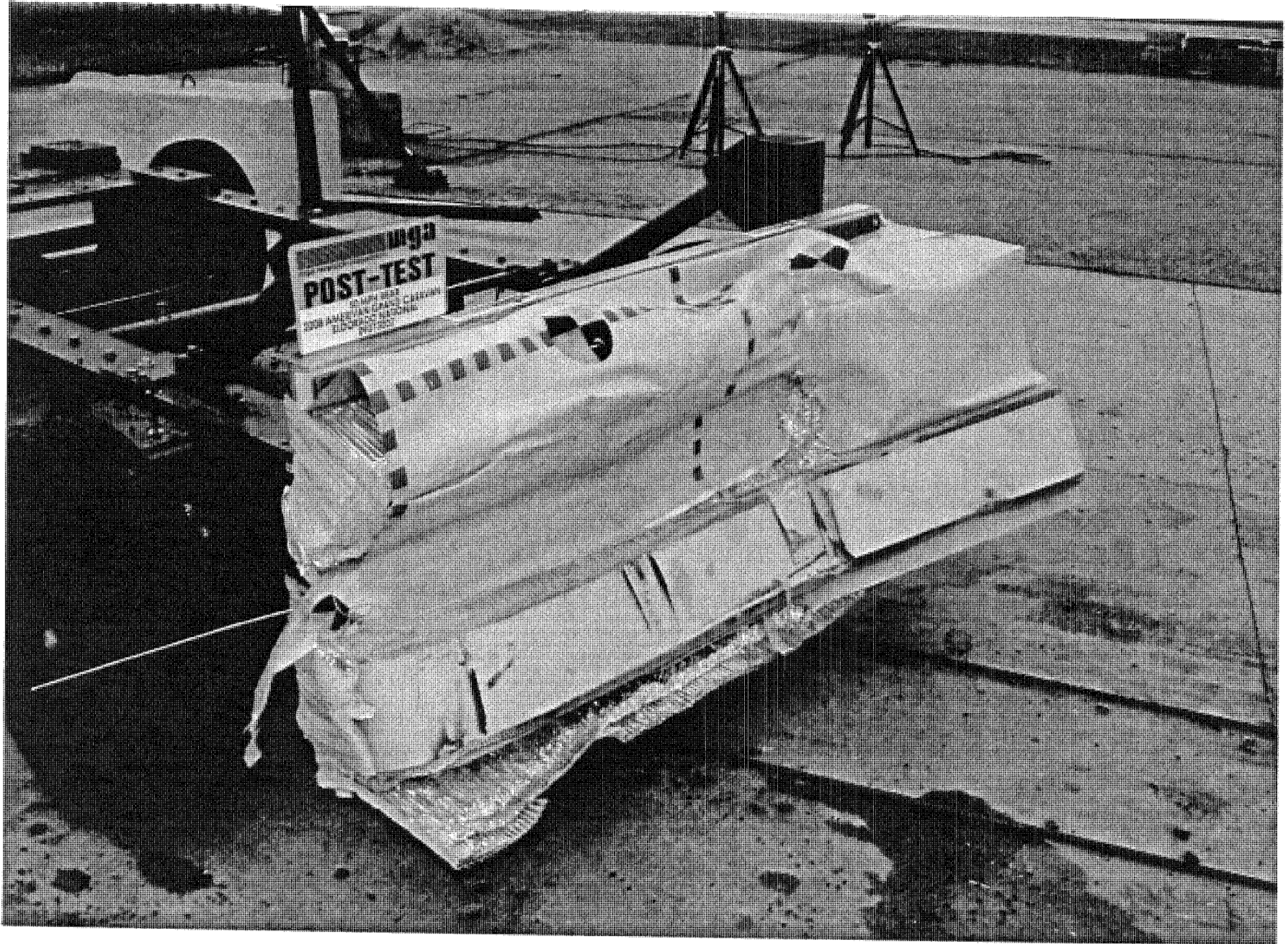
Post-Test MDB Top View

A-39.



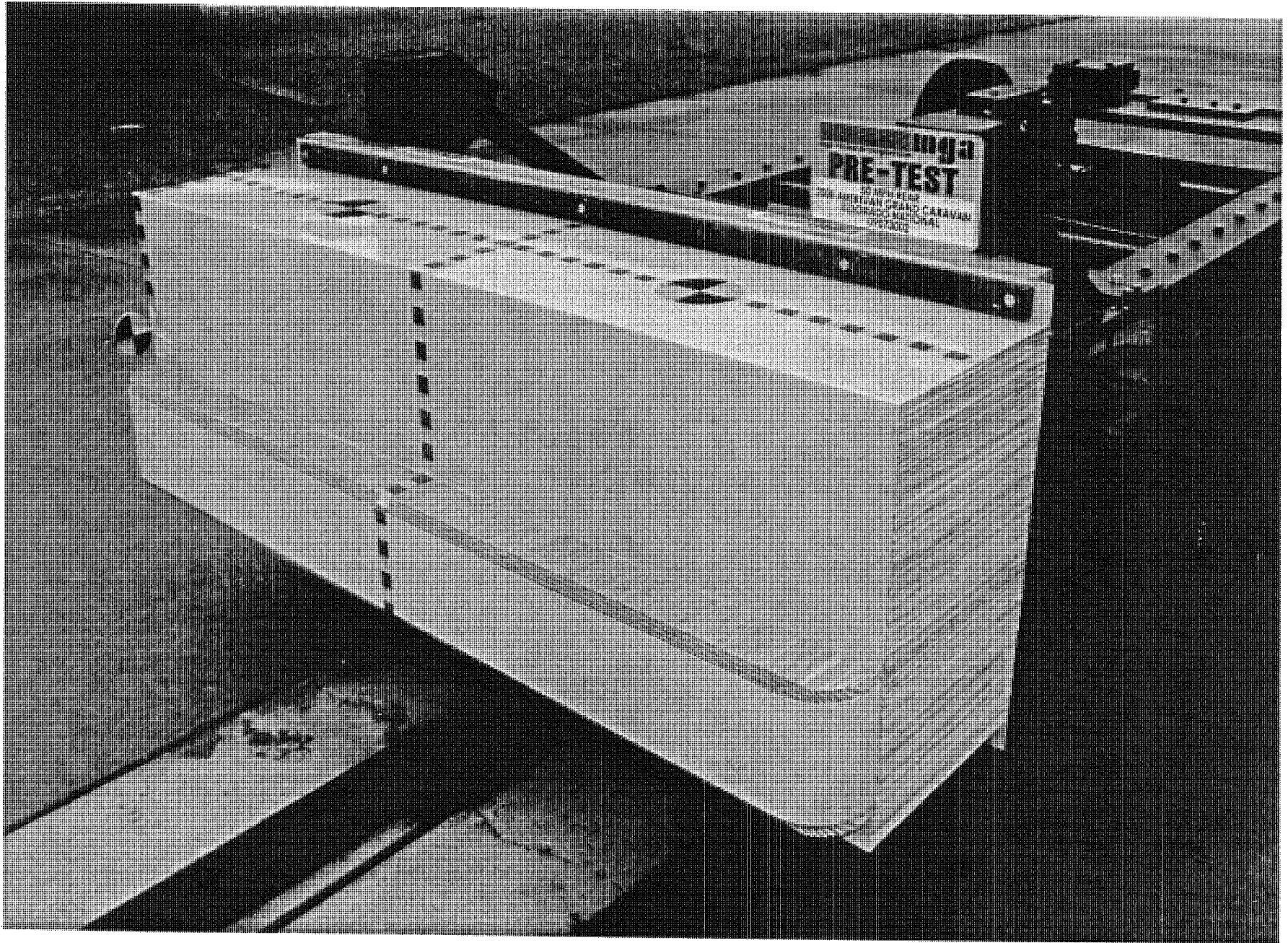
Pre-Test MDB Right Side View

A-40.



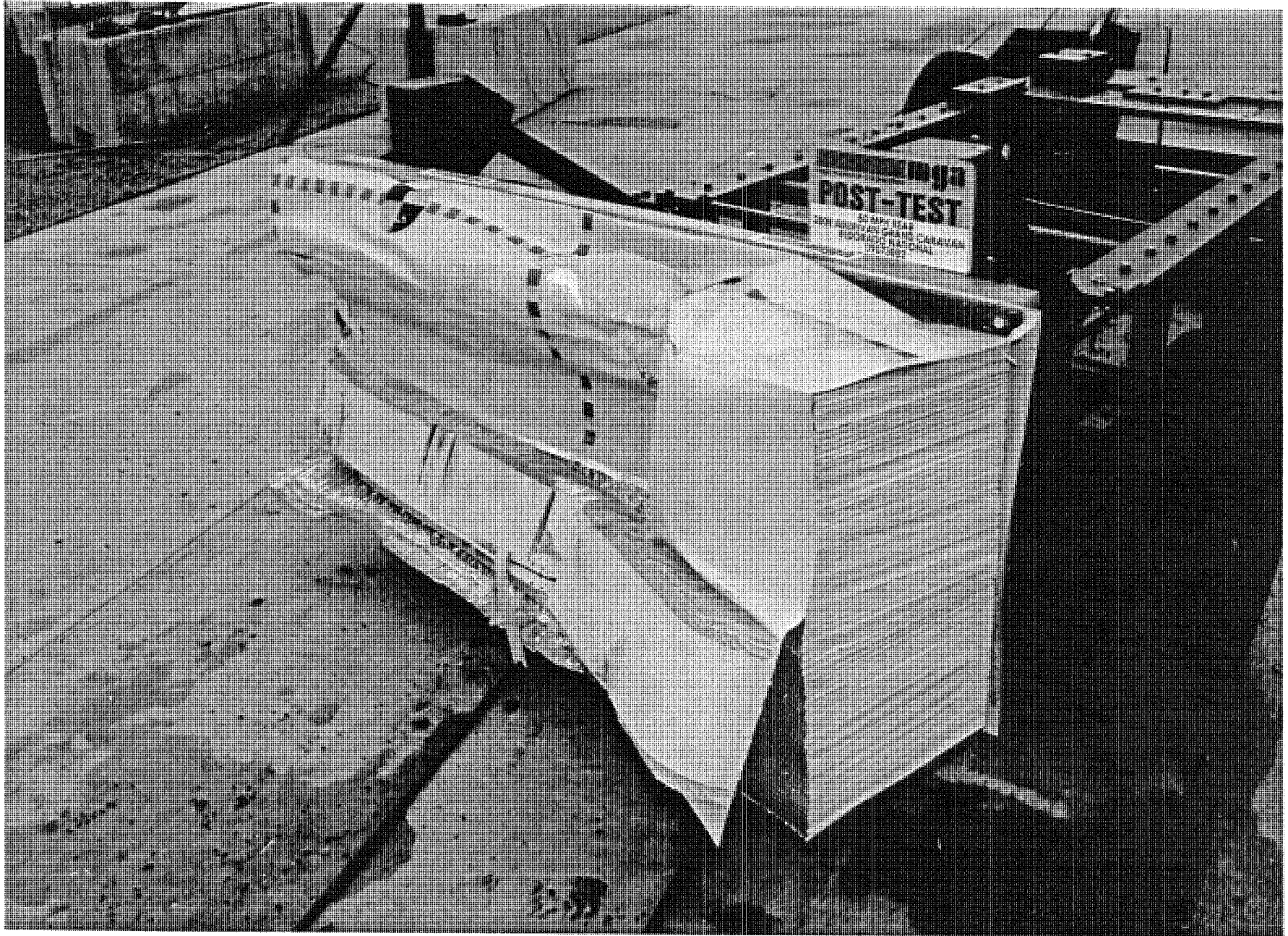
Post-Test MDB Right Side View

A-41.



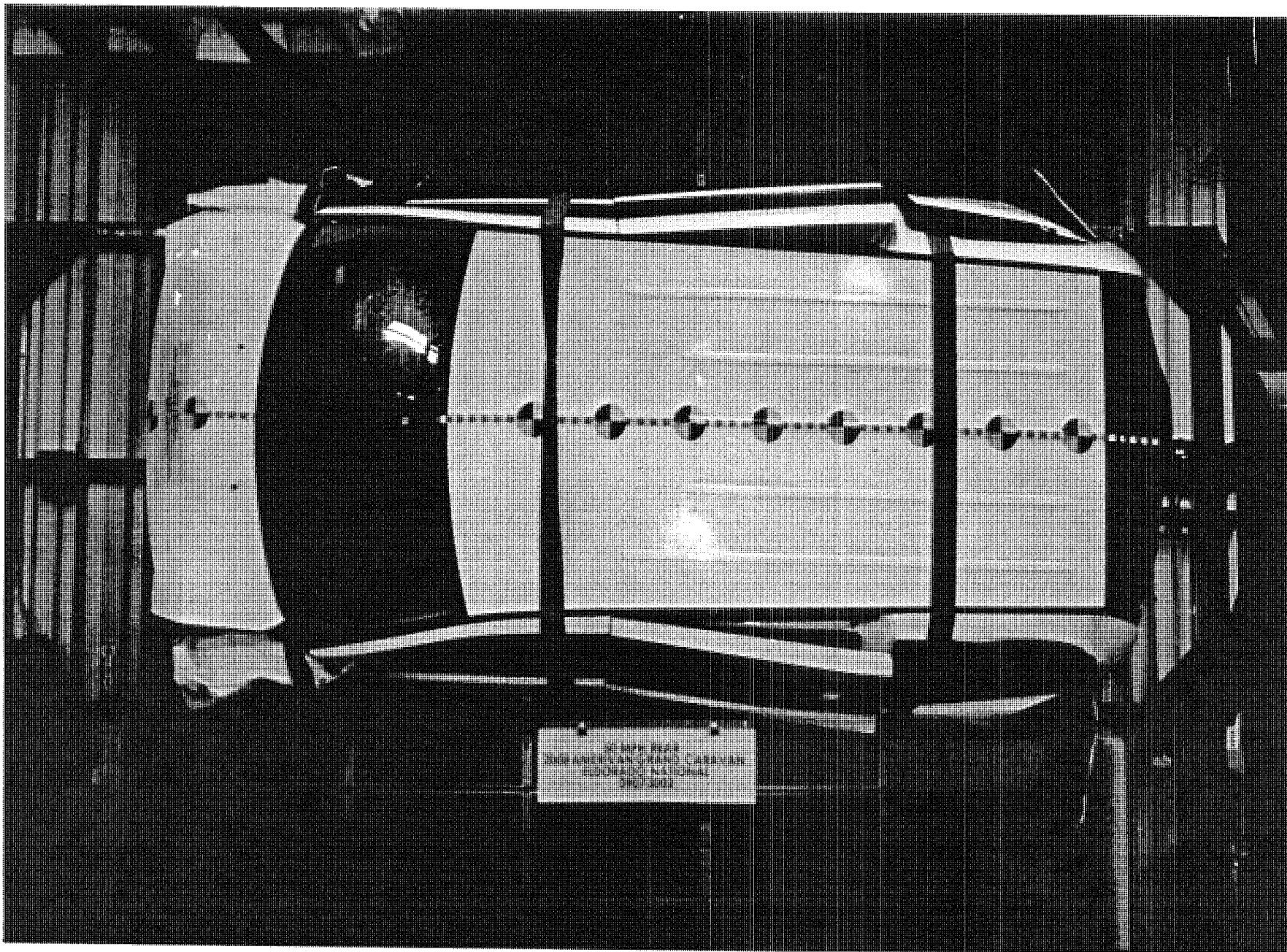
Pre-Test MDB Left Side View

A-42.



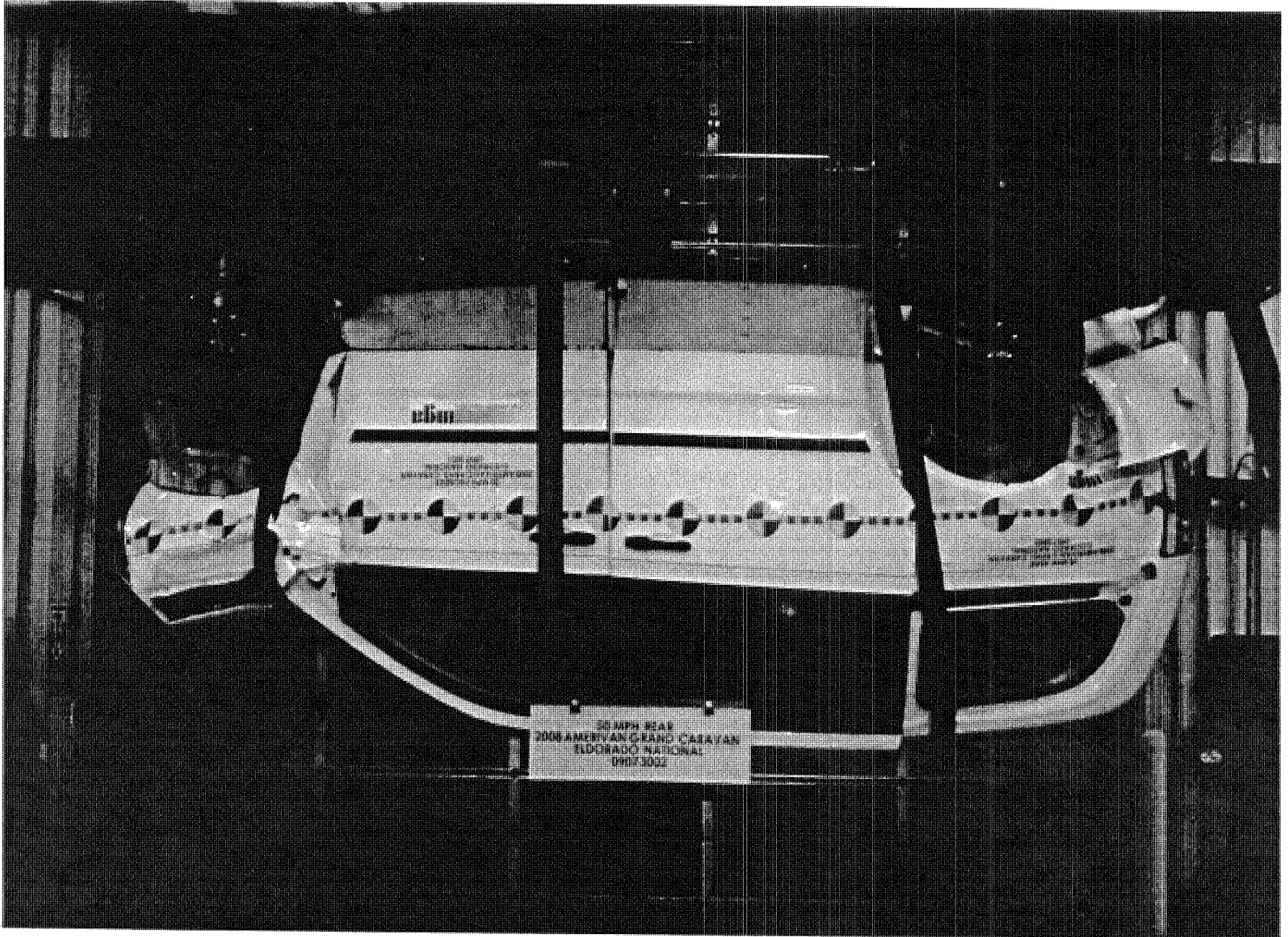
Post-Test MDB Left Side View

A-43.



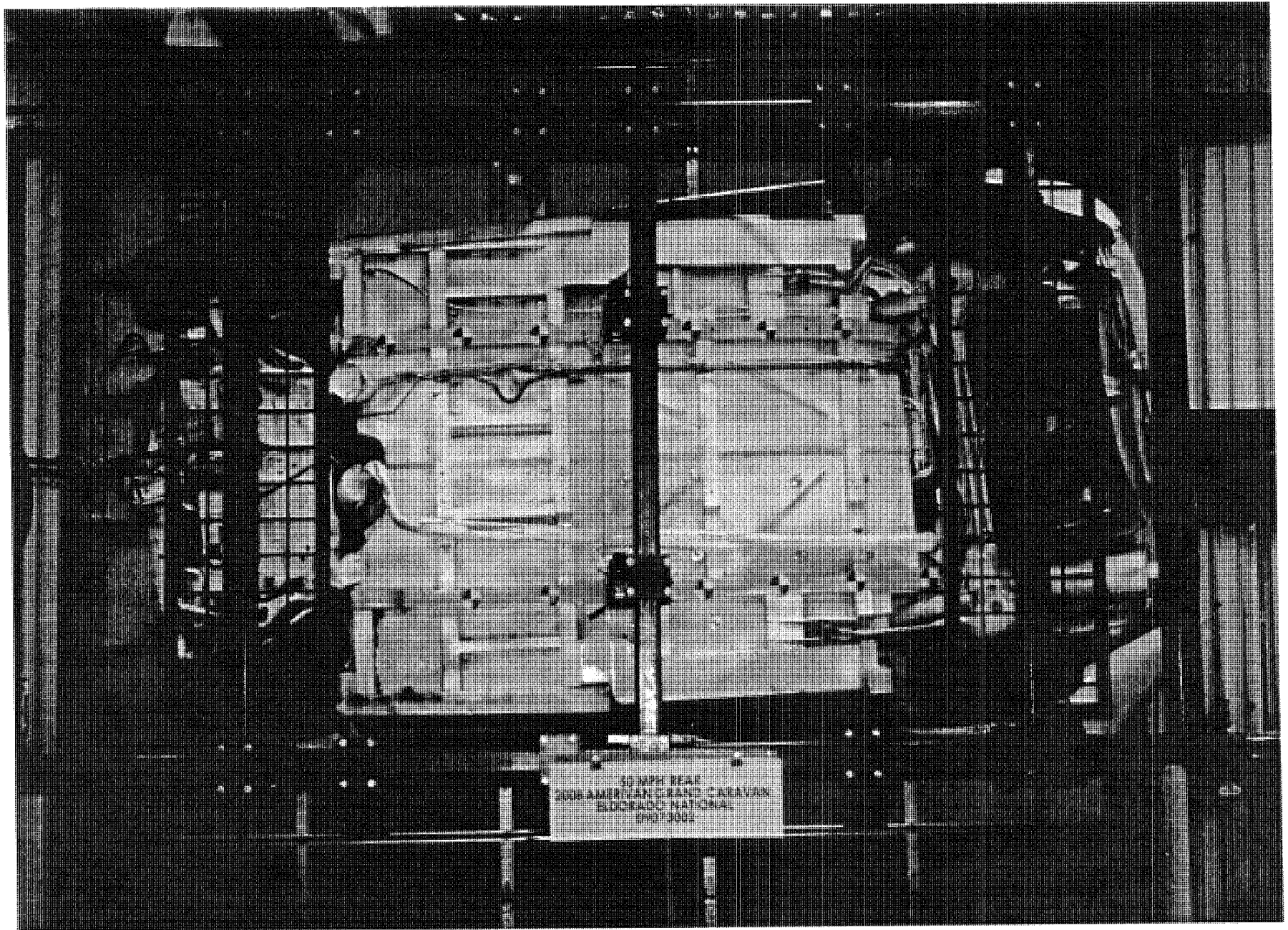
Rollover 90 Degrees

A-44.



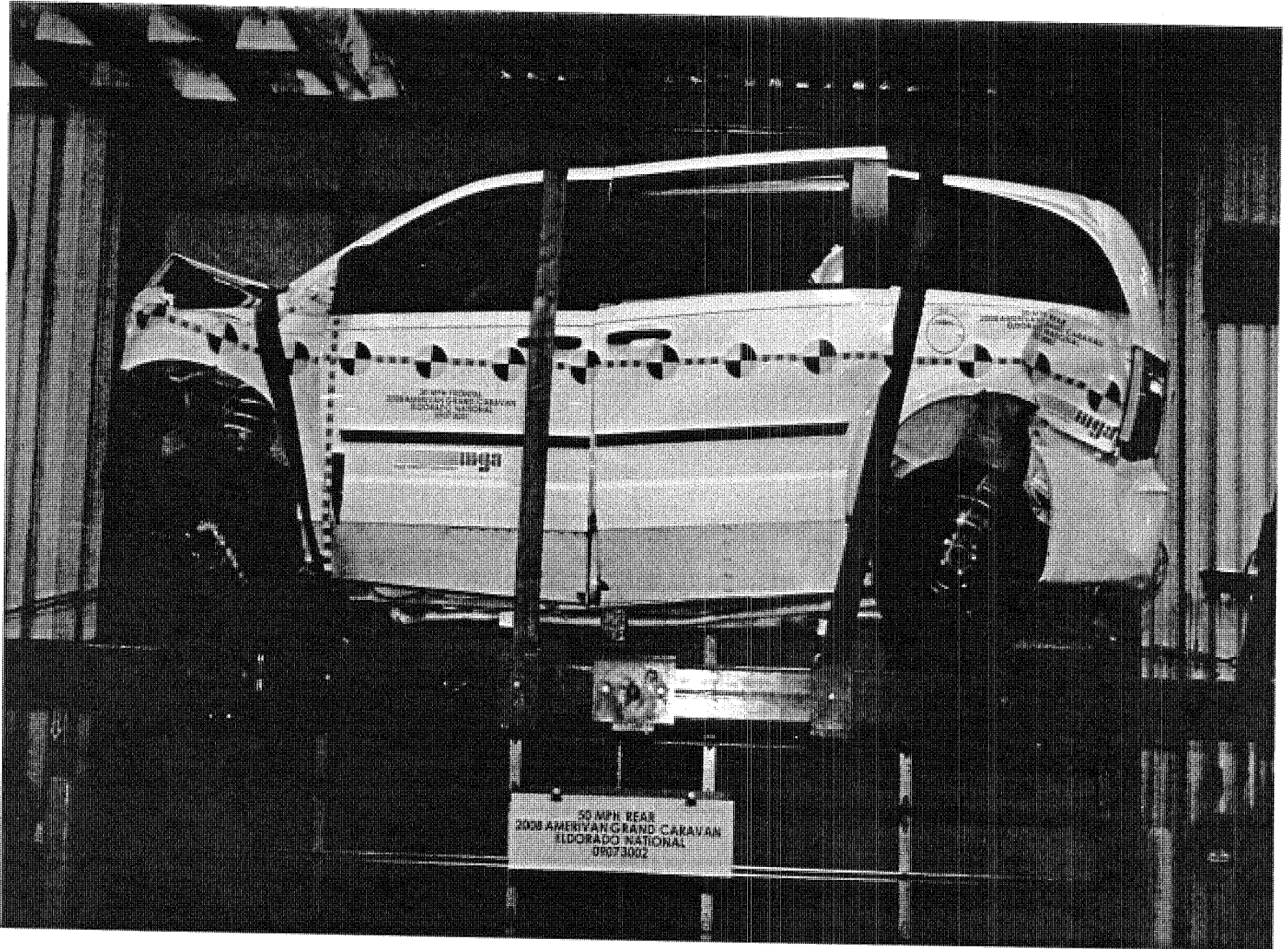
Rollover 180 Degrees

A-45.



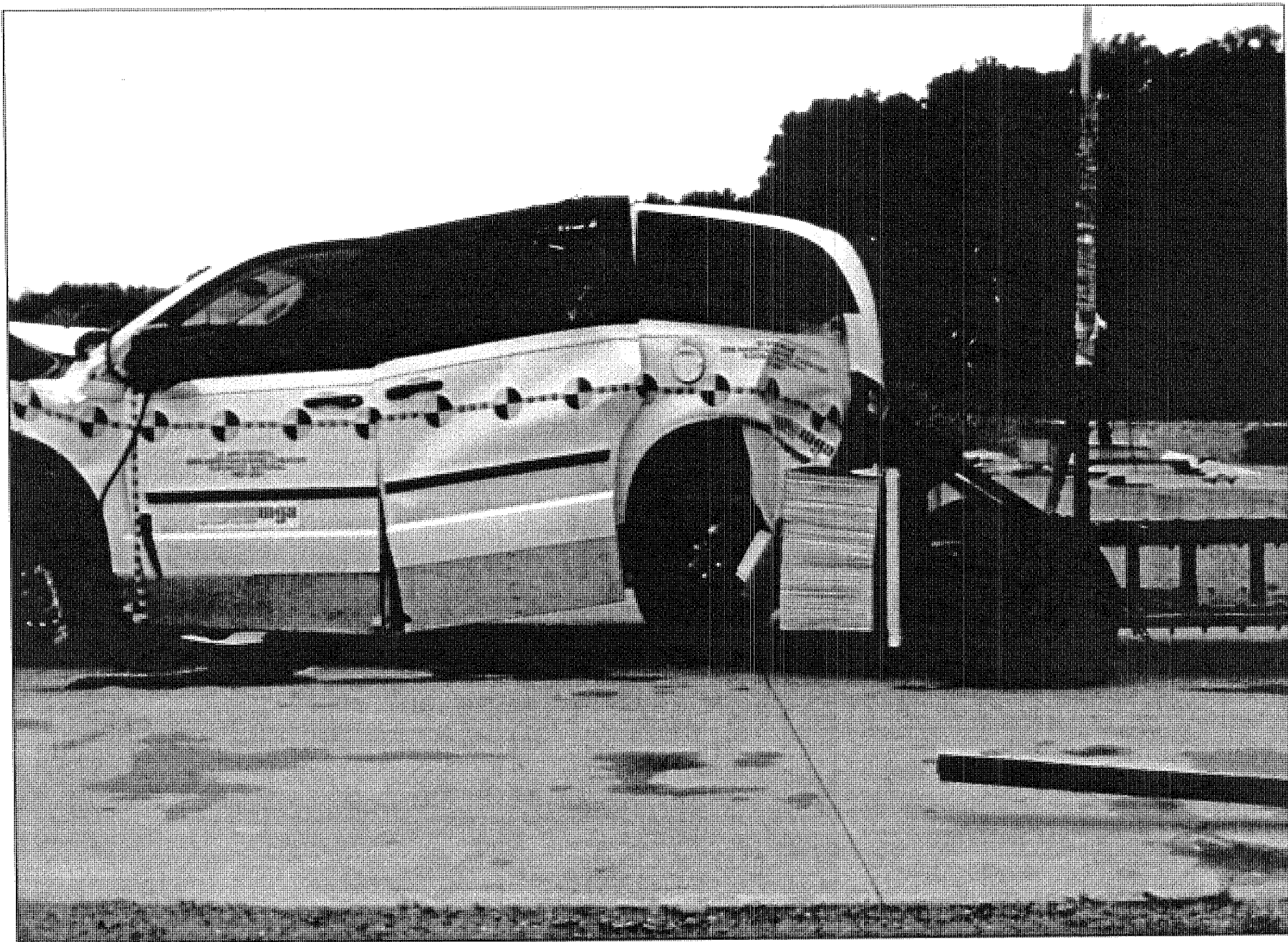
Rollover 270 Degrees

A-46.



Rollover 360 Degrees

A-47.



Vehicle Impact

STURAA TEST

4 YEAR

100,000 MILE BUS

from

ELDORADO NATIONAL (KANSAS), INC.

MODEL AMERIVAN

OCTOBER 2008

PTI-BT-R0809

PENNSTATE



**The Thomas D. Larson
Pennsylvania Transportation Institute**

201 Transportation Research Building (814) 865-1891
The Pennsylvania State University
University Park, PA 16802

Bus Testing and Research Center

2237 Old Route 220 N. (814) 695-3404
Duncansville, PA 16635

EXHIBIT - C



El Dorado Bus Sales

Retail - Buyer's Order Contract

Date:	April 30th, 2010	Unit #(s):	
Customer Name:	Santa Cruz Metro Transit		
Contact:	Mark Hickey	Phone:	831-425-4664
Address:	110 Vernon Street	Fax:	
City, State, Zip:	Santa Cruz, Ca 95060	E-Mail:	
F.I.N. #	QH633	Salesman:	Dan Williams
ACT Contact			

Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	

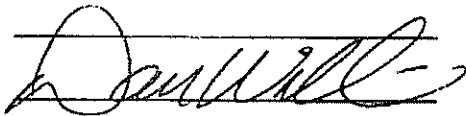
Description of Vehicle: 8 El Dorado National Minivans off of the Cal Act / MBTA Contract

Engine Type:	<input checked="" type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> CNG <input type="checkbox"/> Propane		
VIN #:			
Number of Passengers:	5 Passenger Plus Driver	Wheelchair Positions:	2 W/C Positions
Estimated Delivery Date:	September 15 2010		

9.500%	Santa Cruz	Unit Price	\$38,564.00
		Document Prep Fee	\$55.00
		Options	\$3,745.00
		Sub-Total	\$42,364.00
		ADA Amount	\$11,500.00
		Taxable Amount	\$30,864.00
		Tax Total	\$2,932.08
		Delivery Fee	\$225.00
		DMV Electronic Filing	\$50.00
		California Tire Fee	\$8.75
		Total Amount Per Unit	\$45,579.83
		Quantity	5
		Contract Total	\$227,899.15
		Customer Deposit	
		Cal Act/MBTA Fee 1.5%	\$3,177.30
		Balance Due	\$231,076.45

Note: The State of California charges a Tire Fee of \$ 1.75 per tire plus spare per bus. Insert the dollar amount for this order in the designated line item.

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. California does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

Buyer's Signature:  Date: _____
 Creative Bus Sales: _____ Date: 04-30-2010
 Accepted By: _____ Date: _____

El Dorado Bus Sales
 29220 Pacific Street
 Hayward, CA 94544

Phone: 510.728.1500
 Fax: 510.728.7800

THEOR
INDUSTRIES, INC.

2009 ANNUAL REPORT

EXHIBIT - C



El Dorado Bus Sales

Retail - Buyer's Order Contract

Date:	April 30th, 2010	Unit #(s):	
Customer Name:	Santa Cruz Metro Transit		
Contact:	Mark Hickey	Phone:	831-425-4664
Address:	110 Vernon Street	Fax:	
City, State, Zip:	Santa Cruz, Ca 95060	E-Mail:	
F.I.N. #	QH633	Salesman:	Dan Williams
ACT Contact			

Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	

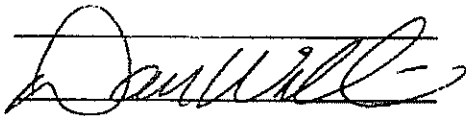
Description of Vehicle: 8 El Dorado National Minivans off of the Cal Act / MBTA Contract

Engine Type:	<input checked="" type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> CNG <input type="checkbox"/> Propane
VIN #:	
Number of Passengers:	5 Passenger Plus Driver
Wheelchair Positions:	2 W/C Positions
Estimated Delivery Date:	September 15 2010

9.500%	Santa Cruz	Unit Price	\$38,564.00
		Document Prep Fee	\$55.00
		Options	\$3,745.00
		Sub-Total	\$42,364.00
		ADA Amount	\$11,500.00
		Taxable Amount	\$30,864.00
		Tax Total	\$2,932.08
		Delivery Fee	\$225.00
		DMV Electronic Filing	\$50.00
		California Tire Fee	\$8.75
		Total Amount Per Unit	\$45,579.83
		Quantity	5
		Contract Total	\$227,899.15
		Customer Deposit	
		Cal Act/MBTA Fee 1.5%	\$3,177.30
		Balance Due	\$231,076.45

Note: The State of California charges a Tire Fee of \$ 1.75 per tire plus spare per bus. Insert the dollar amount for this order in the designated line item.

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. California does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

Buyer's Signature:  Date: _____
 Creative Bus Sales: _____ Date: 04-30-2010
 Accepted By: _____ Date: _____

El Dorado Bus Sales
 29220 Pacific Street
 Hayward, CA 94544

Phone: 510.728.1500
 Fax: 510.728.7800

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Ciro Aguirre, Operations Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH GFI GENFARE FOR AN AUTOMATIC FARE COLLECTION SYSTEM FOR AN AMOUNT NOT TO EXCEED \$2,362,000 AND APPROVAL OF CONTRACT CHANGE ORDER PROCEDURES

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract with GFI Genfare for an automatic fare collection system for an amount not to exceed \$2,362,000 and approval of contract change order procedures.

II. SUMMARY OF ISSUES

- Throughout 2009 Santa Cruz METRO staff pursued various sources of funding in order to upgrade Santa Cruz METRO's fare collection equipment to Electronic Fare Payment Technology (EFPT).
- Santa Cruz METRO, in conjunction with Monterey-Salinas Transit (MST), approached EFPT as a way in which to establish a partnership that would streamline fare payments and provide fare media that could be used by the customers of both agencies for enhanced regional travel.
- Electronic Fare Payment Technology will provide greater fare payment options and fare media distribution methods for Santa Cruz METRO.
- A formal request for proposals (RFP) was conducted by San Mateo County Transit District (SamTrans) with Santa Cruz METRO and MST listed as participating agencies to the procurement.
- GFI Genfare was chosen as the successful Contractor to provide Magnetic and Smart Card Technology Fareboxes and supporting equipment.
- GFI Genfare was contacted to submit a price proposal for Santa Cruz METRO's requirements based on the SamTrans RFP and contract.
- Funding for this procurement is provided through an American Recovery and Reinvestment Act (ARRA) Grant, an FTA Section 5309 Earmark, an Caltrans Section 5311 ARRA Grant and Local Match.

17.1

III. DISCUSSION

In 2009 Santa Cruz METRO began its solicitation for funding in order to retrofit its aging fare collection technology with the intent to upgrade to current Electronic Fare Payment Technology (EFPT). This technology was seen as, and is part of a growing trend within the transit industry nationwide. The use of EFPT has facilitated the introduction of a range of new payment options for patrons, as well as the opportunity to establish new types of partnerships.

Monterey-Salinas Transit (MST) and Santa Cruz METRO agreed to explore the possibility of establishing a partnership using EFPT with the intent of streamlining fare payments and providing fare media options that could be used across county lines establishing easier inter-agency travel. Further support for this design was carried forward on behalf of MST and Santa Cruz METRO by Congressman Sam Farr through the award of an earmark that would partially fund a Regional Contactless Fare Collection System, also known as a "Smart Card System."

The EFPT system will allow Santa Cruz METRO to pursue partnerships within Santa Cruz County with interested parties such as the University of California, Santa Cruz (UCSC), Cabrillo College, and others. UCSC and Cabrillo College have expressed a desire to provide specially priced passes or other payment options to students and integrate student identifications cards with transit fare processing technology. Santa Cruz METRO will have the ability to develop an improved fare policy and implement fare payment strategies consistent with ensuring that all population segments can access a variety of fare options that are economically advantageous thus providing equity and fairness in the provision of publically funded services.

The San Mateo County Transit District (SamTrans) was the lead agency in a cooperative effort for processing a formal RFP to provide an Automatic Fare Collection (AFC) System. Santa Cruz METRO and MST were listed as participating agencies to the procurement. The new system will include improved fareboxes with multi-denomination "Validating" technology, Magnetic read-write stored-value technology, and proximity Smart Card reader technology. Four Ticket Vending Machines to be located at the METRO Transit Center in Downtown Santa Cruz, the Cavallaro Transit Center in Scotts Valley, The Capitola Mall Transit Center and the Watsonville Transit Center will provide Self-Service vending of electronic fare cards and coin and bill handling transactions. These technologies will be of benefit by facilitating the provision of a range of flexible payment options and more efficient methods for distributing transit benefits and fare media to customers. The system will improve boarding efficiencies, allow for the development of partnerships, and provide a framework for regional multiagency fare integration.

After several months of evaluation and negotiation, on March 9, 2010 the Board of Directors for SamTrans awarded a contract for their agency with GFI Genfare to provide and install an automatic fare collection system. After collaborative discussions were held with Service Employees International Union - 521 and United Transportation Union Local 23 representatives addressing equipment, training, and installation requirements, Santa Cruz METRO requested GFI Genfare to prepare a price proposal based on the RFP and SamTrans contract for Santa Cruz METRO's requirements (see Attachment A).

17.2

The total cost proposal received from GFI Genfare including equipment, materials, labor, shipping, and sales tax is \$2,341,644.50. The available amount for this project is \$2,362,000 leaving a residual balance of \$20,355.50. Staff is requesting that the Board authorize the additional \$20,355.50 to be set aside as a contingency for any unforeseen change orders that may occur. If additional funding is required, staff will return to the Board of Directors for approval.

Staff is recommending that the Board of Directors approve the following contract change order procedures that will apply to this contract:

1. For any change order request from the contractor that exceeds \$5,000, staff will review and present such request to Santa Cruz METRO's Board of Directors for approval.
2. For any change order request from the contractor that is \$5,000 or less, approval of the change order will require review and approval from the following Santa Cruz METRO personnel: General Manager or the Finance Manager/Acting Assistant General Manager or the Manager of Operations.

Staff recommends that a contract be established with GFI Genfare for an automatic fare collection system for an amount not to exceed \$2,362,000 and approval of the contract change order procedures. Contractor will provide all equipment, materials, and services meeting all Santa Cruz METRO specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funds in the amount of \$2,362,000 to support this contract are included in the FY10 Capital Budget under Grant-Funded Projects under the following breakdown:

ARRA Grant	\$1,524,536
5309 Earmark	\$475,000
Local Match	\$95,000
Caltrans ARRA	\$267,464
TOTAL	\$2,362,000

V. ATTACHMENTS

Attachment A: GFI Genfare Cost Proposal for Santa Cruz METRO's requirements

Attachment B: Contract with GFI Genfare

Prepared By: Lloyd Longnecker, Purchasing Agent
Date Prepared: May 18, 2010

17.3

Sales Quotation

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Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

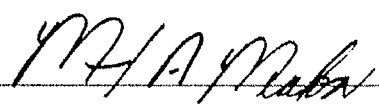
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Information
Sales Quote No 5001016
Document Date 04/30/2010
Customer No. 539
Currency USD
Contact Name Traansit District
Phone PATTI KORBA
FAX 418 426-6080
EMAIL rcargill@scmttd.com
Validity Start Date 04/30/2010
Validity End Date 12/31/2010
Req Delivery Date 06/15/2010

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A trade-in credit of \$150 will be given for each old farebox returned (115 x \$150 = \$17,250 + tax(\$1638.75)= \$18,888.75) The total of the quote including the trade-in will be \$2,372,505 before tax, after tax the quote amount is \$2,608,757.08.

Item	Material	Quantity	Price	Amount
10	ODYSSEY	113 EA	10,300 00 USD	1,163,900 00
	ODYSSEY CONFIGURATION			
	Tax	978 50	USD	1 EA 110,570 49
With the following configuration				
	FAREBOX HEIGHT	36 INCHES		
	CASHBOX HEIGHT	SHORT		
	TRIM	YES		
	TOKENS	NO		
	SWIPE CARD READER	YES		
	SMART CARD READER	STD(SATURN 6000)		
	CONTROL UNIT	OCU		
	OCU CABLE CONNECTOR	90 DEG CONNECTOR		
20	ODY-SP-KIT	8 EA	5,900 00 USD	47,200 00
	Odyssey Spare Parts Kit (no TRiM)			
	Tax	560 50	USD	1 EA 4,483.99

Signature:  Date: 05/05/2010

Sales Representative: Mark Mahon Phone: 847-871-1415
Email: mark.mahon@spx.com

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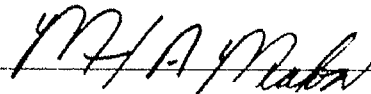
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Item	Material	Quantity	Price	Amount
30	ODYTRIM-SP-KIT Odyssey TRIM Spare Parts Kit	8 EA	9,100.00 USD	72,800.00
	Tax		864.50 USD	6,915.99
40	TRAINING Training, Factory	1 EA	0.00	
50	INSTALL Install	109 EA	275.00 USD	29,975.00
60	ITEM Odyssey and TRim Manuals	3 EA	0.00	
70	TVM-BASE Vendstar TVM	4 EA	31,600.00 USD	126,400.00
	Tax		3,002.00 USD	12,007.99
80	TVM-COIN Coin Acceptance Package	4 EA	6,100.00 USD	24,400.00
	Tax		579.50 USD	2,317.99

Signature: _____



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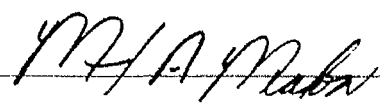
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Item	Material	Quantity	Price	Amount
90	TVM-2TRIM Second TRiM Module	4 EA	3,480 00 USD	13,920 00
	Tax		330 60 USD	1,322 39
100	TVM-3TRIM Third TRiM Module	4 EA	3,480 00 USD	13,920 00
	Tax		330.60 USD	1,322 39
110	TVM-BANK Bank Card Payment Package	4 EA	2,450 00 USD	9,800.00
	Tax		232.75 USD	930 99
120	ITEM Bank Card Set up and Certification	1 EA	25,000 00 USD	25,000.00
	Tax		2,374 99 USD	2,374 99
130	ITEM TVM Smart Card Module	4 EA	1,260 00 USD	5,040.00
	Tax		119 70 USD	478 79

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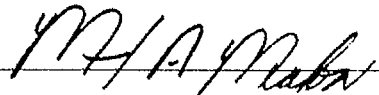
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Item	Material	Quantity	Price	Amount
140	ITEM TVM Validation TRIM	4 EA	3,250.00 USD	13,000 00
	Tax		308.75 USD	1,235 00
150	TVM INSTALLATION TVM Installation	4 EA	1,800.00 USD	7,200.00
160	TVM-SPA Spare Parts Package A - TVM	4 EA	9,980 00 USD	39,920 00
	Tax		948.10 USD	3,792 40
170	TVM-SPB Spare Parts Package B - TVM	4 EA	2,740 00 USD	10,960 00
	Tax		260 30 USD	1,041.20
180	VIP VIP Data System	1 EA	26,750 00 USD	26,750 00
190	ITEM VIP Fare Table set up and administration	1 EA	6,125 00 USD	6,125 00

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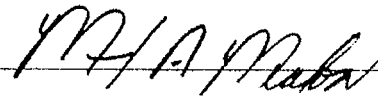
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Item	Material	Quantity	Price	Amount
		Tax	581.88 USD	581.88
200	TVM-SPCOINCB Spare modules, spare coin cashbox	5 EA	720.00 USD	3,600.00
		Tax	68.40 USD	342.00
210	TVM-SPBILL Spare Module, bill stacker cashbox	5 EA	745.00 USD	3,725.00
		Tax	70.78 USD	353.88
220	TVM-SPCOIN Spare Module, Coin Acceptor Tekpak	5 EA	3,100.00 USD	15,500.00
		Tax	294.50 USD	1,472.50
230	TVM-100SPHOP Spare Module Supplemental Hopper \$1.00	5 EA	790.00 USD	3,950.00
		Tax	75.05 USD	375.26
240	TVM-25SPHOP Spare Module Supplemental Hopper \$ 25	5 EA	790.00 USD	3,950.00

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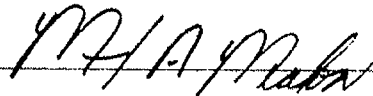
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Item	Material	Quantity	Price	Amount
	Tax	75 05	USD	1 EA 375 26
250	M-25293-4OM MANUAL, VIP, DATA COLLECT SYS, OM	3 EA	0 00	
260	ITEM VIP Training	1 EA	0 00	
270	ITEM MANUAL, TVM O&S, M-23301-4SM	3 EA	0 00	
280	TVM TRAINING TRAINING, TVM	1 EA	3,295 00 USD	3,295.00
290	TKT-10MILPL-2/1 10 mil Thermal Plastic, 2 color	250000 EA	200 00 USD	50,000 00
	Tax	19.00	USD	1000 EA 4,750.00
300	TKT-10MILPA-2/1 10 mil Thermal Paper, 2 color	600000 EA	125 00 USD	75,000 00
	Tax	11.88	USD	1000 EA 7,125.00

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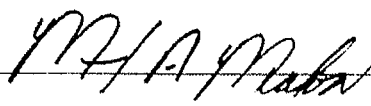
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Item	Material	Quantity	Price	Amount
310	ITEM J1708 Cable (Coiled in Bottom)	115 EA	190.00 USD	21,850.00
	Tax		18.05 USD	2,075.76
320	ITEM J1708 Configuration	1 EA	17,600.00 USD	17,600.00
	Tax		1,672.00 USD	1,672.00
330	VLT-CBID Cashbox ID components	1 EA	1,800.00 USD	1,800.00
	Tax		171.00 USD	171.00
340	ITEM 200 feet Cashbox ID Cable	1 EA	500.00 USD	500.00
	Tax		47.50 USD	47.50
350	VLT-BINID Bin ID (per Bin)	6 EA	675.00 USD	4,050.00
	Tax		64.13 USD	384.76

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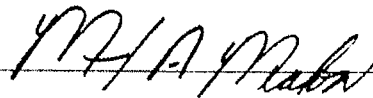
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Item	Material	Quantity	Price	Amount
370	ITEM Operator Training Manual	200 EA	0 00	
380	ITEM Maintenance Training Manual	5 EA	75 00 USD	375 00
	Tax		7.13 USD	1 EA 35 64
390	ITEM Software Training Manual	2 EA	75.00 USD	150 00
	Tax		7.13 USD	1 EA 14.26
400	ODY-TEST Odyssey Test Simulator	1 EA	13,150.00 USD	13,150.00
	Tax		1,249.26 USD	1 EA 1,249.26
410	ITEM Farebox Development & Test Unit	1 EA	11,100 00 USD	11,100 00
	Tax		1,054 50 USD	1 EA 1,054.50
420	ITEM	1 EA	15,700 00 USD	15,700 00

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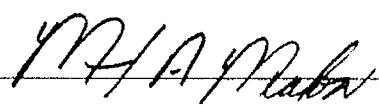
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Item	Material	Quantity	Price	Amount
	Farecard Encoder			
		Tax	1,491.50 USD	1 EA 1,491.50
430	ITEM Consumables	1 EA	12,000.00 USD	12,000.00
		Tax	1,140.00 USD	1 EA 1,140.00
440	ODY-EXTWARR Odyssey Farebox Ext Warranty (fb/yr)	115 EA	340.00 USD	39,100.00
		Tax	32.30 USD	1 EA 3,714.50
450	ODY-EXTWARR Odyssey Farebox Ext Warranty (fb/yr)	115 EA	375.00 USD	43,125.00
		Tax	35.63 USD	1 EA 4,096.88
480	TVM-EXTWARR Extended warranty, 12 month	4 EA	3,200.00 USD	12,800.00
		Tax	304.00 USD	1 EA 1,216.00
490	TVM-EXTWARR	4 EA	3,500.00 USD	14,000.00

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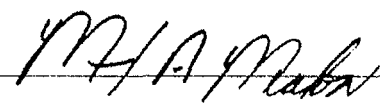
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Santa Cruz CA 95060

Ship-To-Party
Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

End User
Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Item	Material	Quantity	Price	Amount
	Extended warranty, 12 month			
		Tax	332.50 USD	1 EA 1,330.00
520	TKT-SCGNRC	50000 EA	1.67 USD	83,500.00
	Smart Cards, factory encoded (per 100)			
		Tax	0.16 USD	1 EA 7,932.50
530	SPARES	1 EA	45,000.00 USD	45,000.00
	SPARES			
		Tax	4,275.00 USD	1 EA 4,275.00
540	ODYSSEY	1 EA	13,190.00 USD	13,190.00
	ODYSSEY CONFIGURATION			
		Tax	1,253.06 USD	1 EA 1,253.06
	With the following configuration			
	FAREBOX HEIGHT	30 INCHES		
	CASHBOX HEIGHT	SUPER SHORT		
	TRIM	YES		
	TOKENS	NO		
	SWIPE CARD READER	YES		

Signature:  Date: 05/05/2010

Sales Representative: Mark Mahon Phone: 847-871-1415
Email: mark.mahon@spx.com

GFI Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on GFI customer credit acceptance. Warranty is (1) year from installation date or (14) months from shipment for new system equipment, whichever comes first. All warranty items must be directed to GFI for acceptance and disposition not through OEM Bus Manufacturing Companies. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove, IL and freight charges are not included. All price quotations are submitted in accordance with standard GFI terms and conditions which are available on request.

Sales Quotation

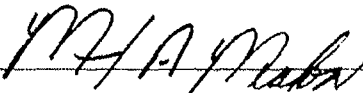
Sold-To-Party
Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Ship-To-Party
Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Information
Sales Quote No. 5001016
Document Date 04/30/2010
Customer No. 539
Currency USD
Contact Name Traansit District
Phone PATTI KORBA
FAX 418 426-6080
EMAIL rcargill@scmtd.com
Validity Start Date 04/30/2010
Validity End Date 12/31/2010
Req Delivery Date 06/15/2010

End User
Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Item	Material	Quantity	Price	Amount
	SMART CARD READER	STD(SATURN 6000)		
	CONTROL UNIT	OCU		
	OCU CABLE CONNECTOR	90 DEG CONNECTOR		
Final amount:				2,341,644.50

Signature:  Date: 05/05/2010
Sales Representative: Mark Mahon Phone: 847-871-1415
Email: mark.mahon@spx.com

GFI Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on GFI customer credit acceptance. Warranty is (1) year from installation date or (14) months from shipment for new system equipment whichever comes first. All warranty items must be directed to GFI for acceptance and disposition not through OEM Bus Manufacturing Companies. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove, IL and freight charges are not included. All price quotations are submitted in accordance with standard GFI terms and conditions which are available on request.

**CONTRACT FOR PURCHASE AND INSTALLATION OF AN
AUTOMATIC FARE COLLECTION SYSTEM (10-24)**

THIS CONTRACT is made effective on June 15, 2010 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO"), and GFI GENFARE ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.02 Santa Cruz METRO's Need For Purchase And Installation Of An Automatic Fare Collection System

Santa Cruz METRO has the need for the purchase and installation of an automatic fare collection system. In order to obtain these equipment and services, Santa Cruz METRO participated in a cooperative purchasing agreement with Sam Mateo County Transit District who issued a Request for Proposals, dated April 29, 2009, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Purchase and installation of an automatic fare collection system and whose principal place of business is 751 Pratt Boulevard, Elk Grove Village, Illinois. Pursuant to the Request for Proposals, Contractor submitted a proposal for the purchase and installation of an automatic fare collection system, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On May 28, 2010, Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to Santa Cruz METRO, to provide for the purchase and installation of an automatic fare collection system described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents listed below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

San Mateo County Transit District's "Request for Proposals" dated April 9, 2009 including Addenda No. 1 dated May 4, 2009, No. 2 dated June 4, 2009 and letter dated January 14, 2010.

B. Exhibit "B" (Contractor's Proposal Response to San Mateo County Transit District)

Contractor's Proposal to San Mateo County Transit District for the purchase and installation of an automatic fare collection system signed by Contractor and dated June 17, 2009.

C. Exhibit "C" (Contractor's Sales Quotation to Santa Cruz METRO)

Contractor's sale quotation for equipment, materials, delivery, and installation to meet the requirements of Santa Cruz METRO dated May 5, 2010.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A", "B", and "C". Where in conflict, the provisions of Exhibit "A" supersede Exhibit "B". Where in conflict, the provisions of Exhibit "C" supersede Exhibit "B".

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued April 9, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued April 9, 2009.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the

17.62²

issuance of the contract by Santa Cruz METRO. This contract agreement may be extended for any reason upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by Santa Cruz METRO. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$2,362,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by Santa Cruz METRO on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to Santa Cruz METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

GFI Genfare
751 Pratt Boulevard
Elk Grove Village, IL 60007
Attention: Mark Mahon

7. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

GFI GENFARE

By _____
Kim R. Green
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

17.64⁴

EXHIBIT - A

samTrans



REQUEST FOR PROPOSALS

09-SAMTR-S-030

FOR

**PROVIDING AUTOMATIC FARE COLLECTION
SYSTEM**

Date of Issuance:	April 29, 2009
Pre-Proposal Conference:	May 7, 2009 at 10:00 a.m.
Questions and Request for Clarifications	May 14, 2009 at 4:00 p.m.
Proposals Due:	June 17, 2009 at 2:00 p.m.

**Brian Geiger, Contract Officer
San Mateo County Transit District
Contracts & Procurement Department
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Phone (650) 508-7973
Fax (650) 508-6498
Email: geigerb@samtrans.com**

LETTER OF INVITATION 1

REQUEST FOR PROPOSALS

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APPENDICES

- A. TECHNICAL SPECIFICATIONS
- B. SAMPLE AGREEMENT
- C. COST PROPOSAL FORM
- D. DISADVANTAGED BUSINESS ENTERPRISES (DBE) QUESTIONNAIRE
- E. DISCLOSURE OF LOBBYING ACTIVITIES
- F. BUY AMERICA CERTIFICATE
- G. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- H. SAMPLE INSURANCE CERTIFICATE
- I. PERFORMANCE BOND

EXHIBITS

- 1. SAMTRANS ACTIVE BUS FLEET (PAGE RFP-2)
- 2. NORTH BASE MONEY ROOM DIAGRAM
- 3. SOUTH BASE MONEY ROOM DIAGRAM
- 4. BREWSTER STREET AERIAL PHOTO
- 5. BREWSTER STREET FRONTAGE PHOTO

NOTICE IS HEREBY GIVEN THAT Proposals will be accepted by the Director, Contracts and Procurement, of the San Mateo County Transit District (District), at 1250 San Carlos Avenue, San Carlos, CA 94070, until **2:00 p.m. June 17, 2009** for the following:

**PROVIDING AUTOMATIC FARE COLLECTION SYSTEM
09-SAMTR-S-030**

The Contract to be let may be subject to the receipt of financial assistance from the Federal Transit Administration (FTA) and may be partially funded by said financial assistance under capital grants. The successful Proposer will be required to comply with all terms and conditions prescribed for third party contracts by the FTA.

All Proposers will be required to certify that they are not debarred, suspended, ineligible, or voluntarily excluded from participating in federally financed and assisted projects. Full compliance with all applicable safety and health standards, and Equal Opportunity Employment laws and regulations will be required of the successful Proposer(s).

A Pre-Proposal Conference will be held commencing promptly at **10:00 a.m. on May 7, 2009** at the District's Administrative Offices, 1250 San Carlos Avenue, San Carlos, CA. Signs will be posted in the lobby to direct you to the room location. All prospective Proposers attending the meeting will be required to register at the lobby guard station, so please allow ample time to register prior to the meeting start time. Members of the District's staff will be available to answer questions. Attendance at this meeting is not mandatory, but is **highly recommended**.

All questions and/or requests for clarification during the solicitation phase of this project shall be directed to the Contract Officer, Brian Geiger, in the Contracts & Procurement Department at the aforementioned address. You may also fax your written requests to 650-508-6498 or email them to geigerb@samtrans.com. To allow the District adequate time to respond to an inquiry, all questions and/or requests for clarification concerning this project should be received in writing by the District no later than **4:00 p.m. May 14, 2009**. The District's written response to questions and clarifications shall be posted on its Website at www.samtrans.com no later than **June 4, 2009**. Only signed Addenda issued by the Contracts & Procurement Department's authorized personnel are binding. Proposers are required to acknowledge receipt of all Addenda, if any, with their proposals.

All written proposals, **one original and five copies** as well as a CD-ROM containing the proposal document(s) in a Microsoft Word and/or PDF format must be submitted in a sealed package which shall include the solicitation number and the name and address of the Proposer. Whether mailed or personally delivered, proposals shall be addressed to Brian Geiger, Contracts and Procurement at 1250 San Carlos Ave., San Carlos, CA 94070. If personally delivering your proposal, please allow adequate time for signing in with the security desk in the first floor lobby. Proposals delivered after **2:00 p.m. June 17, 2009** will not be accepted.

Following the initial review and screening of all timely submitted proposals, one or more firms may be invited to participate in an oral interview. The oral interviews, if conducted, would tentatively take place the week of **July 13, 2009**.

Submission of a proposal shall constitute a firm offer to the District. No Proposer may withdraw its proposal for a period of 180 calendar days after the proposal submission due date. Proposals will be examined and reported to the District within 180 calendar days of the proposal submission due date. The District reserves the right to reject any or all proposals, to waive any irregularity or informalities in any proposal or in the proposal procedure, and to negotiate with any qualified individual or firm. Each Proposer will be notified in writing of the award of a Contract.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, sex, national origin, religion, age, disability, ancestry, medical condition, sexual orientation, or marital status in the award and administration of contracts that it awards. Although no specific

goal for Disadvantaged Business Enterprises (DBE) participation has been set for this Contract, it is the intention of the District to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the District's construction, procurement, and professional service activities. The successful Proposer will cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of DBEs. For DBE assistance, please contact the DBE Program Office at 650-508-7939.

April 29, 2009
Date

/s/ Brian Geiger
Contract Officer, Contracts & Procurement

1. INTRODUCTION

The San Mateo County Transit District (District or SamTrans) is seeking proposals from experienced and qualified vendors to provide an Automatic Fare Collection System (System) to be installed on the bus fleet, Central Office and three bus terminals. It is the District's intent to award a Contract to an established contractor of Automatic Fare Collection Systems. The selected Contractor will act as a prime contractor who will provide expertise and supply, install and commission any and all hardware, software and licenses necessary to implement the Automatic Fare Collection System. The selected Proposer will be responsible for providing options for maintenance and support of the system including fareboxes, probes, servers, communications backbone for a period of five years after completion of the system warranty or after acceptance committee.

2. DISTRICT INFORMATION

The San Mateo County Transit District is a legally separate and financially independent entity that is not a component unit of San Mateo County. While the District administers various activities on behalf of other agencies, such as the Peninsula Corridor Joint Powers Board and the San Mateo County Transportation Authority, these agencies have their own separate corporate identity and governance, and they are not component units of the District.

SamTrans fixed-route bus service began July 1, 1976 with the consolidation of 11 different city bus systems throughout the county. In mid-1977, SamTrans inaugurated its mainline service from Palo Alto to San Francisco. SamTrans currently operates service on 54 routes and continues to make service and fleet improvements.

3. DISTRICT LOCATIONS

North Base Maintenance & Operations Facility
301 No. Access Road
South San Francisco, CA 94080

South Base Maintenance & Operations Facility
501 Pico Blvd.
San Carlos, CA 94070

MV Transportation Office Facility (Transportation Contractor to the District)
934 Brewster Street
Redwood City, CA 94063

4. BACKGROUND

A strategic objective of SamTrans is to replace the fareboxes on all fixed route buses. The current mechanically operated fareboxes are 20 years old and cannot provide many of the functions that will be needed in the future. The new fareboxes are to be computerized and offer more fare media options, such as day passes. Equal in importance is the back-end data management and records reporting capacity to automate fare and fare classification reports; and facilitate revenue and system management.

5. DISTRICT STATEMENT OF PURPOSE

The System's core features are validating and counting currency; dispensing and accepting magnetic stripe fare media; automating and reducing operator actions; detailed accurate revenue collection reporting and security. Smart card and credit card transaction processing are future fare collection features. The System will contribute to the passenger experience with state-of-the-art fare payment features and a scaleable back-end that will increase SamTrans productivity and revenue opportunities.

A. Current Fare Collection Process Information

SamTrans has an active bus fleet of 324 fixed route vehicles (Exhibit 1) including 55 standard floor NABI articulated buses, 209 standard floor GILLIG buses and 60 low floor GILLIG buses. SamTrans is in the process of replacing up to 137 of its full size standard floor buses. The bus fleet is equipped with the ACS Transit Management System (Orbital Sciences) Automatic Vehicle Location (AVL). The AVL was modified to provide a manual interface to enter passenger and fare class information via the Advanced Mobil Data Terminal (AMDT).

Exhibit 1:

Total fixed-route revenue vehicles	324
Articulated coaches	55
Standard coaches	209
Low-floor coaches	60

SamTrans operates 62 Paratransit vehicles. The Paratransit fare collection equipment will not be upgraded. The Paratransit fare collection, vaulting equipment and money counting procedure will not be affected.

The bus operator is responsible for entering each fare class on the AMDT. At each bus stop the operator manually enters each passenger fare class on the AMDT. The fare class totals are automatically uploaded to the database via the Data Interface Station wireless LAN and daily and monthly reports are manually prepared after the receipts are counted. The AMDT interface for fare collection is unique to SamTrans.

SamTrans currently has General Farebox Incorporated (GFI) non-registering bus fareboxes that were procured approximately 20 years ago. These fareboxes are considered functionally obsolete and are increasingly difficult to maintain. SamTrans needs to upgrade the fareboxes to meet current and future fare collection and accounting requirements. The new farebox device must be computerized, offer more fare media options which include but is not limited to day passes and change cards.

The current fare structure includes adult fare, eligible discount fare, youth fare and exceptions to the three fare classes depending on service Zones A and B and the direction. A passenger may board with exact cash fare, adult or youth token or a monthly or multi-agency pass. Special fixed route service is provided for a specified fare.

Revenue is collected at three locations; North Base, South Base and the Brewster depot. Except for Brewster, revenue is collected by the security staff as the bus, coming off route, enters the facility. The cashbox is removed from the farebox and replaced with an empty cashbox. The Brewster facility manages approximately 58 buses. At Brewster, a bus pulling in off route is parked and turned off. The security staff accesses each parked bus to switch the cashbox containing revenue with an empty cashbox. In some cases a Brewster based bus may have its farebox cashbox vaulted mid route. The cashbox is vaulted in the same manner at each facility.

The Finance Division prepares daily and monthly reports manually after the receipts are counted. The new fare collection system will replace, automate and enable expansion of the current process. It will facilitate the validation and reconciliation activities by the Finance Division.

B. Fare Types

SamTrans existing fare payment structure is set forth below:

Fare Type	Service	Amount
Adult cash fare	Local	\$1.75
	San Francisco	\$3.50
	Express	\$4.50
	Tokens	\$14.00 per package of 10
Eligible Discount (Senior and Disabled) cash fare	Local	\$0.75
	San Francisco	\$1.50
Youth cash fare	Local	\$1.00
	San Francisco	\$2.00
	Tokens	\$8.00 per package of 10
Adult monthly pass	Local	\$56
	San Francisco	\$84
	Express	\$144
Eligible Discount (Senior and Disabled) monthly pass	Local	\$22
	San Francisco	\$22
	Express	\$22
Youth monthly pass	Local	\$29
	San Francisco	\$29
	Express	\$29
BART Plus Transfer Pass	BART transfer	Valid BART Plus Ticket
Muni Transfer Pass	Muni Transfer	Sticker purchased from Muni for SamTrans pass

C. The revenue reporting System will automate:

1. Daily revenue collection by fare classification, route, run, time, direction, farebox count, cashbox count, cash by type, passes issued, passes accepted, flash passes accepted, change cards dispensed, change card amount collected, change card remaining value, short-full fare (less than full fare accepted) amount collected and invalid pass report.
2. Weekly revenue collection by fare classification, route, run, time, direction, farebox count, cashbox count, cash by type, passes issued, passes accepted, flash passes accepted, change cards dispensed, change card amount collected, change card remaining value, short-full fare (less than full fare accepted) amount collected and invalid pass report.

3. Monthly revenue collection by fare classification, route, run, time, direction, farebox count, cashbox count, cash by type, passes issued, passes accepted, flash passes accepted, change cards dispensed, change card amount collected, change card remaining value, short-full fare (less than full fare accepted) amount collected and invalid pass report.
4. Ad hoc query of revenue collection data.

6. SCOPE OF SERVICES

The scope of services for this procurement generally consists of: (1) fareboxes, associated revenue collection and vaulting equipment and Base level data collection and farebox management systems; (2) design, manufacture, installation, test, and warranty support of fareboxes, base vaults and moveable cash carts; (3) associated hardware and software; and (4) training, manuals, and documentation associated with the equipment supply. The Scope of Services is described in detail in Appendix A, the Technical Specifications.

The District intends to procure service proven state-of-the-art fare collection equipment that meets overall and property specific requirements for security and functionality.

The District requires a complete and fully functional fare collection system with Fareboxes and Base equipment. Any items needed that are not specified which are required to achieve a fully functional and operational system shall be identified by the Proposer and submitted during the proposal process as a technical alternative that includes pricing and a detailed technical description (SEE APPENDIX A TECHNICAL SPECIFICATIONS).

7. ENGAGEMENT AND REPORTING RESPONSIBILITY

The Contractor selected to provide the services described in this RFP will be retained by the District during the term of this Contract and will report to the District's Project Manager, or their designee. The Contractor is expected to provide complete, professional, high-quality services and deliverables, to consult with relevant District staff and other designated personnel, and provide advice and assistance in accomplishing the work.

8. SCHEDULE OF ACTIVITIES

The following timeline is provided for your scheduling information, but it may be subject to change at the discretion of the District:

<u>Activity</u>	<u>Date</u>
RFP Issued	April 29, 2009
Pre-Proposal Conference	May 7, 2009 at 10:00 a.m.
Submission of Questions and Request for Clarifications Due	May 14, 2009 at 4:00 p.m.
Response to Clarifications/Questions	June 4, 2009
Proposals Due	June 17 at 2:00 p.m.
Interviews (if any)	Week of July 13, 2009
Contract Award (tentatively).....	October 14, 2009
Notice to Proceed (tentatively).....	November 1, 2009

9. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held commencing promptly at **10:00 a.m. on May 7, 2009** at the District Administrative Offices, 1250 San Carlos Avenue, San Carlos, CA. Signs will be posted in the lobby to direct you to the conference room location. All prospective Proposers attending the

conference will be required to register at the lobby guard station before the meeting, so please allow ample time to register prior to the meeting start time. Attendance at this conference is not mandatory, but is **highly recommended**.

The Pre-Proposal Conference will take approximately one hour. Members of the District's staff will be available to answer general questions pertaining to the RFP and the specifications herein. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this RFP shall be submitted to the District's in writing as described in Section 7, below.

Following the Pre-Proposal Conference, Prospective Proposers will be taken on two site-visits, to the District South Base and Brewster Street facilities where services are to be performed. Prospective Proposers will be given the opportunity to tour and to inspect the locations to familiarize themselves with each building structure. Please see Section 11 below, which requires that each Proposer certify whether its proposed system, and in particular the vault equipment, is capable of being installed without any alteration to the District's facilities.

10. **SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

If any person submitting a proposal is in doubt as to the true meaning of any part of this RFP, or if additional information is required, they shall submit a written request for information and clarification thereof.

Any questions and/or requests for clarification regarding this RFP shall be mailed to Brian Geiger, Contract Officer, at the address set forth in Section 12, faxed to 650-508-6498, or emailed to geigerb@samtrans.com for receipt no later than **4:00 p.m. on May 14, 2009**. The District's reply to questions and/or requests for clarification will be posted to the Web site (www.samtrans.com) by **June 4, 2009**. Each prospective Proposer receiving these solicitation documents will be sent an electronic notification of the posting of clarifications, however, it is the Proposer's responsibility to monitor the Web site on a regular basis. Any modification to the RFP requirements will be by written Addenda only, issued by the Contracts and Procurement Department. Oral interpretations will not be binding on the District.

11. **PROPOSAL CONTENT AND SUBMISSION**

A. **Proposal Content**

The intent of this RFP is to encourage a response that clearly presents the Proposer's fare collection system, management, technical and support experience and capacity to fulfill the scope of services and requirements contained herein. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between the District and the firm selected.

In order to facilitate the Proposer's preparation of their proposals and the District review of them, all proposals shall be limited to 25 pages, not including the cover letter, table of contents, single page resumes of key nominated personnel, and other required appendices. Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below. Please include in your Proposal a statement certifying that you are familiar with the District's facilities where the system will be installed, and whether or not the system, and in particular the vault equipment, can be installed without any alteration to the District's facilities. If alterations will be necessary, describe with specificity the work required.

1. **Cover Letter** - The signed cover letter should be on company letterhead clearly stating the name of the Proposer's firm, business address, telephone and fax numbers, and email address. The following information should be provided:

- Introduce the firm and summarize its qualifications;
- Indicate that the Contractor is prepared to sign the Agreement for Automatic Fare Collection equipment and services for the District (sample in Appendix B) without alterations or exceptions or whether it is requesting amendments to the Agreements;
- A statement that binds the Contractor to the proposed Scope of Services and cost proposal for **180 days**;
- The letter must be signed by an individual(s) with the authority to bind the Proposer to the Proposal and contract, if awarded, and must affirmatively state that the individual(s) has read, understood, and will comply with all the terms and conditions set forth in these contract documents.
- A letter from insurance carrier indicating the Contractor is able to meet the minimum insurance requirements including, but not limited to, professional liability insurance;
- Date of establishment of business;
- Type of organization (individual, partnership, corporation, etc.); and
- Statement describing firm's experience with local government agencies, including transportation agencies.

2. **Proposer's Qualifications** - Provide a concise statement covering the history of your company under current and any prior names (include number of years in business under each name), your major projects or activities both in general and projects similar to the subject of the Proposal, the populations you have served, the relationship of this project to your corporate purpose, and why you feel that your company is best suited to fulfill the requirements of the Proposal.

a. **Company Qualifications:**

A brief description listing experience that your company has had in providing similar equipment to other transit agencies. Provide a list of at least five customer references that are public transit agencies currently using a similar System that has been SUCCESSFULLY AND FULLY IMPLEMENTED and is "Live". The customer references shall include the agency's name, the contact name and title, telephone number, and email address of the person most familiar with the contract; the dollar amount of the contract; and the dates that these programs/projects were completed. Provide detailed information of the Systems delivered to the references submitted to substantiate your previous experience.

b. **Financial Information:**

Information displaying past fiscal responsibility such as independent audits or a list of projects completed within the budget. Proposer must submit a copy of their latest audited financial statement completed by a certified public accountant within the past 18 months. Proposer must submit a list of commitments, and potential commitments which may affect assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the Contract. THIS INFORMATION SHOULD BE PLACED IN A SEPARATE BINDER OR ENVELOPE ENTITLED "PROPOSER'S FINANCIAL STATEMENT". Proposers may place a "Confidential" designation on their financial statements. Provide a statement of your firm's financial strength, stability, capacity and

resources including availability and response time of key personnel. Provide your firm's Dunn and Bradstreet number.

- c. A statement as to any judgments, litigations, licensing violations, or other violations, outstanding or resolved, associated with your company.

3. **Project Understanding** - This section will demonstrate the Proposer team understanding of the project. The section shall give an overview of the proposal and any background information pertinent to the project. It shall include a description of key issues necessary for the successful and timely completion of the project. It shall describe past experiences with similar projects that have been successfully completed.

4. **Project Plan and Approach** - This section will provide a detailed explanation of the Proposer team's approach to the provision of the functional requirements of the system. This shall include:

- Technical approach, including detailed examples of the Proposers farebox integration with the ACS CAD/AVL (Orbital TMS) using the SAE J-1708 and SAE J-1587 protocol and specification. The technical approach should specifically address the Proposer's fare collection systems capacity to build, manage and automate the revenue and system reporting requirements described in the scope of service Section 5. The Proposer should clearly demonstrate how the proposed system meet or exceed the functional requirements stated in this RFP's Technical Specifications.
- Work program outlining proposed tasks and how they will be successfully performed and identify subcontractors, if any, providing names, addresses, and telephone numbers;
- Detailed project schedule, including completion dates for each task and key dates for submission of deliverables.
- Description of your implementation and testing process, outlining a comprehensive testing procedure to commission and validate operability of each component and the System.

5. **Warranty and Maintenance Support Services**

Provide information regarding any warranty provided with the System, including any manufacturers' warranty that may apply per Appendix A, Technical Specifications, Section 21. Provide a sample of the proposed warranty.

The District is seeking the option for on-going maintenance and support services of the System after the warranty period. The Contractor shall provide detailed information on the maintenance and support services for both hardware and software provided once the System warranty expires. The Contractor shall provide the cost of the maintenance support services and also describe also describe the relationship in time and coverage between the maintenance and support services and any software or hardware warranty provided with the System. Provide a sample of the proposed warranty.

6. **Sample Software License Agreement and Source Code Information (Section 22)**

Describe your firm's software licensing structure in detail and describe your provision of source code, if any. Provide a sample software license agreement.

7. **Sample Hardware and Software Maintenance and Support Agreement (Section 24)**

Provide your firm's sample software and hardware maintenance and support agreement. List and describe in detail the projected maintenance and support activities required by the proposed system. Include responses to the following questions:

- Does software maintenance include development, installation, and configuration of System patches and technology upgrades so as to ensure the System remains current and state-of-the-art.? Are the upgrades cyclical? Describe how this information is provided to your customer.
- Describe your levels of customer service and support.

8. **Sample Training Materials**

Provide sample system functionality and administrative documentation, including training materials.

9. **Table of Conformance** – Please include with your proposal a Table of Conformance (TOC) that addresses the requirements in Appendix A. Technical Specifications of this RFP, Scope of Service and Requirements.

For each sections and sub-section of the Technical Specifications, indicate whether your proposed system will conform completely to the specified requirements. If your system does not completely conform to the specified requirements, for instance if you can provide a better or more efficient alternative, please describe your alternate proposal. Please use the following format for the TOC:

<u>Specification Paragraph</u>	<u>Title/Subject</u>	<u>Conform/(yes or no)</u>	<u>Comments</u>
---------------------------------------	-----------------------------	-----------------------------------	------------------------

10. **Experience of Team Personnel** - This section will identify the key personnel and outline the Proposer team's capacity to successfully complete implementation and maintenance of the system. It shall include examples of similar projects completed by the Proposer's team members, key personnel and Proposer's Project Manager. The Proposer's Project Manager and key individuals who will be assigned to the project will be an important factor considered by the Selection Committee. There can be no change of key personnel once the proposal is submitted without the prior approval of the District's Project Manager.

11. **Cost Proposal** – Each Proposer must complete and submit a Cost Proposal, attached as Appendix C. The Cost Proposal shall include the total cost for providing all materials and performing all services, excepting sales tax, required for this contract, including but not limited to labor, materials, software, insurance, supplies, travel, overhead, and profit. A Proposer's failure to submit a Cost Proposal may result in rejection of the proposal as non-responsive.

12. **Proof of Ability to Obtain Insurance** – The Proposer must submit proof of its ability to obtain insurance as specified in Section 15 of the Agreement. This proof shall take the form of a letter from insurance agent or broker certifying that such insurance requirements can be obtained. If the certificate does not cover the requirements as specified in Section 15 of the Agreement, verification of availability of required insurance must otherwise be provided.

13. **Milestones:** The following table projects planned milestones. This table is a preliminary guideline only. The contractor must present a similarly formatted high-level milestone summary.

Milestone	Description	Deliverables Provided to District in accordance with Appendix A Technical Specifications	Payment Milestone
1	Preliminary Revenue Collection System Design Review	Section 3.43	10%
2	Final Design Review	Section. 3.44	10%
3	Day Pass, Change Card & Receipts	Section 5.12.5 Through 5.12.8	5%
4	AVL /Farebox Interface	Section 11.5.2	10%
5	Factory Acceptance Test	Section 11.5.3	15%
6	Report Generation.	Section 8.4	5%
7	CONTRACTOR conducts and successfully completes system training for District personnel.	Section 20	10%
8	Farebox Delivery Installation Commissioning	Section 12.1 Through 12.4	20%
9	Successful completion of Final Acceptance testing by the District with satisfactory resolution of all deficiencies discovered during testing periods as approved by District.	Section 13	10%
10	Successful completion of one-year warranty	Section 21	5%
		Total Contract Value	100.0%

B. Other Requirements

1. Agreement for Professional Services

The selected firm will be required to execute an Agreement that shall follow the sample form of Agreement attached hereto as Appendix B. Proposers are directed to closely review the insurance and indemnification requirements set forth in the Agreement.

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in the sample Agreement unless the Proposer includes with its Proposal, in writing, any amendments requested by the Proposer to the Agreement.

2. Evidence of Ability to Conduct Business in the State of California

Each Proposer must submit evidence of a valid California business license indicating the firm's ability to conduct business in the state.

3. Disadvantaged Business Enterprises

The District is a recipients of Federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), and is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to the District's construction, procurement, and professional services activities. To this end, the District have developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the District, the Contractor hereby makes the following assurance and agrees to include this assurance in any Agreements it makes with subcontractors in the performance of this contract:

“The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the District deem appropriate.”

Although no specific DBE goal has been established for this contract, Proposers shall cooperate with the District in meeting its commitments and objectives with regard to ensuring non-discrimination in the award and administration of District contracts and shall use its best efforts to insure that barriers to participation DBEs do not exist. To better help the District record such information and encourage DBE participation, all Proposers must complete and sign the Subcontractor/DBE forms included herewith as Appendix D, and submit them with their Proposal.

By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms.

4. Performance Bond

The Proposer to whom the Contract is awarded shall furnish the following Contract Bonds:

A Performance Bond, to secure faithful performance of the Contract, in an amount equal to 100% of the Grand Total Firm Fixed Price, excluding the price for the operation and maintenance plan. Upon Final Acceptance of the system, at Contractor's request, the Performance Bond will be reduced to 20% of the original Performance Bond amount and shall continue until the end of the one-year warranty period.

5. Liquidated Damages

It is agreed by the parties to the Contract that time is of the essence, and in the event of a delay in completion of the specified portions of the work beyond the date set forth in the Contract Documents, or authorized extensions, damage will be sustained by the District, and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay. It is, therefore, agreed that the District shall be paid an amount as set forth below as liquidated damages.

Liquidated Damages (LD) Will Be Assessed for each day of delay, if any of these Milestones is Not Met	Amount of LD Per Day of Delay
Installation of Fareboxes in all revenue vehicles successfully completed (MILESTONE 8)	\$260
Installation and Test at District Central Office, including central computer system, successfully completed (MILESTONE 9)	\$260
Failure of Operable System and Subsystem during Warranty Period (APPENDIX A, SECTION 15)	\$1,600

The Contractor shall pay such liquidated damages as provided. The District may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract, or if such monies due are insufficient, the Contractor or its Surety(ies) shall pay to DISTRICT any deficiency in monies within 30 days of demand therefore by DISTRICT.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in the contract documents, for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the District to be beyond the reasonable control of the Contractor, provided Contractor notifies the Director, Contracts & Procurement in writing of the causes of delay within five calendar days from the beginning of any such delay.

The Director, Contracts & Procurement, shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control.

12. PROPOSAL SUBMISSION

Proposers shall submit **ONE original and FIVE copies** of their proposal, as well as a CD-ROM containing the proposal document(s) in a Microsoft Word and/or PDF format, clearly identified with RFP # 09-SAMTR-S-030, in a sealed envelope or package to:

San Mateo County Transit District
Attn: Brian Geiger, Contract Officer
Contracts and Procurement
1250 San Carlos Avenue
San Carlos, CA 94070-1306

Proposals must be received **before 2:00 p.m. on June 17, 2009** Proposals received after this time or at any other location will not be accepted. Proposals will be prepared and presented at no cost to the District.

This RFP does not commit the District to award a Contract, to pay any costs incurred in the preparation of statements of qualifications or Proposals drafted in response to this request, or to procure or contract for any services in connection with this request. The District reserve the right to accept or reject any or all Proposals received in response to this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of the District to do so.

13. **SELECTION AND EVALUATION PROCESS**

A. **Evaluation Committee**

A selection committee comprised of staff from the District which may also include other interested parties will review and screen the proposals submitted.

B. **Review of Proposals**

The Committee will use a point formula during the review process to score Proposals. Each member of the Committee will score each Proposal by each of the criteria described below based on review of the proposals. The evaluation criteria shall be assessed collectively. The Committee will then review and discuss these evaluations, ultimately combining the individual scores to arrive at a composite evaluation score for each firm. Firms that receive the higher composite evaluation scores will be found to be in the "competitive range" and may be invited to an oral interview which will include a demonstration of the proposed fare collection system operation and function. The District reserves the right to ask any Proposer for additional information, and to contact any reference listed.

C. **Technical Evaluation Criteria**

Proposals will be evaluated using the following selection criteria:

<u>Criteria</u>	<u>Weight</u>
1. Financial Viability and Capacity	0 – 10 points
2. Project Plan and Approach, Project Understanding, and TOC	0 – 20 points
3. Experience of Personnel and Firm	0 – 20 points
4. Proposed Equipment and Software Interface	0 – 20 points
5. Warranty and Maintenance Support Services	0 – 10 points

Maximum Possible Technical Points = 80 points

D. **Cost Proposal Evaluation**

0 - 20

This portion of the proposal will be evaluated based on the Grand Total, All Inclusive, Not-to-Exceed, as submitted by the Proposer in Appendix C, Cost Proposal. A Proposer's failure to submit a completed Cost Proposal may result in the District's determination that the proposal is non-responsive.

As specified below, the proposed project cost will be assigned a maximum of 20 points. The cost will be evaluated in the following manner:

- a. Those proposals previously screened and found to be within the "competitive range" of the composite technical/qualification scores will be further evaluated for

reasonableness of their proposed cost. The responsive proposal with the lowest Grand Total, All Inclusive, Not-to-Exceed Price will be given the full weight of 20 points assigned to the cost criterion.

- b. Every other proposal found to be in the competitive range will be given points proportionately in relation to the lowest cost. This point total will be calculated by dividing the lowest proposed cost by the total proposed cost of the proposal being evaluated with the result multiplied by the maximum weight for cost (20 points) to arrive at a cost score of less than the full score for price.

Example:
$$\frac{\text{Lowest Total Proposed Cost}}{\text{Proposer's Total Proposed Cost}} \times \text{Total Points for Cost} = \text{Cost Score}$$

The application of the above formula will result in a fair and uniform assignment of points relative to the criterion of cost. Proposers shall not submit alternative cost proposals.

E. Interviews or Oral Presentations

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the final selection process. The final selection process may include participation in an oral interview, demonstration of the proposed system functionality according to the requirements and specifications of the RFP and/or the submission of additional information. Interviews, if held, are tentatively scheduled for the week of **July 13, 2009** and will be held at the District's Administrative Offices, 1250 San Carlos Avenue, San Carlos, California.

F. Revised Proposals, Discussions, Negotiations, Best and Final Offers

The District reserves the right to accept or reject any or all Proposals received as a result of this solicitation, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, or to request best and final offers if it is in the best interest of the District to do so. The District may conduct reference checks and may arrange for site visits to clients of proposers using systems similar to the one requested through this RFP. The District, however, may award a contract without interviews, negotiations, or requests for best and final offers, so Proposers are encouraged to submit their best Proposal.

Upon completion of this final evaluation stage, the Committee will rank the remaining firms in accordance with the evaluation criteria set forth above. The District may accept the proposal or negotiate the terms and conditions of the agreement with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next-highest firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest ranked firm or, at its sole discretion, the District may reject all remaining proposals.

G. Contract Award

The Committee will make a recommendation of award of a contract, if any, to the District's Board of Directors. All Proposers will be notified of the recommended award by mail. No contract will be in force until issuance of a written Notice to Proceed issued by the Director, Contracts and Procurement, or a designee.

This RFP does not commit the District to award a contract(s). The District reserves the right to waive informalities and irregularities in the Proposals received.

14. **PROTEST PROCEDURES**

The District maintains written procedures that must be followed for all Proposal protests. Copies of the complete Proposal protest procedures are available at the office of the Director, Contracts and Procurement. Failure to comply with any of the requirements set forth in the District's written Proposal protest procedures may result in rejection of the protest.

Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure which are apparent or reasonably should have been discovered by the Proposer prior to the advertised Proposal due date, shall be filed in writing with the Director, Contracts and Procurement, not later than ten days after the issuance of this Request for Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The District shall respond to the protest with a written determination prior to the opening of proposals. A protest may be renewed by refiling the protest within 15 calendar days after the staff recommendation for award has been made available to the public.

Protests based upon alleged improprieties that are not apparent or which could not have reasonably been discovered prior to the advertised Proposal due date or disputes over the staff recommendation for Contract award, shall be submitted in writing to the Director, Contracts and Procurement, within 15 days after the staff recommendation for award has been made public. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Director, Contracts and Procurement, will respond to the protest, in writing, at least three days prior to the meeting at which staff's recommendation to the District's Board of Directors will be considered.

Should the Proposer decide to appeal the response of the Director, Contracts and Procurement, and pursue its protest at the Board meeting, it will notify the aforementioned Director of its intention at least two days prior to the scheduled meeting.

Because this contract is federally funded, the District's final determination of protests may also be appealed to the FTA in accordance with the procedures set forth in FTA Circular 4220.1F, as may be periodically updated. FTA's review will be limited to protests alleging that the District failed to have or follow its written protest procedures, failed to review a complaint or protest, or violated a federal law or regulation. The protest must be received by the FTA within five working days of the date the protester learned or should have learned of an adverse decision by the District.

15. **FEDERAL PROVISION REQUIREMENTS**

This project will be financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

A. **Fly America Requirements**

The Contractor agrees to comply with 49 USC 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor Agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

B. Buy America Requirements

The Contractor agrees to comply with 49 U.S.C. 5323(j) and the 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. All Contractors must submit the appropriate Buy America Certificate (Appendix F) to the District with their proposals, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

C. Cargo Preference Requirements

The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessel; (b) to furnish within 20 working days following the date of loading for shipments originating with the United States or within 30 working days following the date of leading for shipments originating outside of the United States, the legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the District (through the Contractor in the case of a subcontractor's bill-of lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

D. Energy Conservation Requirements

Contractor shall recognize and comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.)

E. Clean Water Requirements

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

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

F. Clean Air Requirements

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

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

G. Lobbying

Contractor shall file the certification required by 49 CFR 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures shall be forwarded to the District. Contractor shall ensure that all of its subcontractors under this contract shall certify the same. Proposers are required to complete and submit with their proposal, the Disclosure of Lobbying Activities in Appendix E.

H. Access to Records and Reports

The Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

I. Federal Changes

In accordance with 49 CFR Part 18, the Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Agreement between the District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

J. Program Fraud and False or Fraudulent Statements

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false,

fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

K Government-Wide Debarment and Suspension

Each Proposer must complete, execute, and submit with their proposal, the form entitled "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion Matters," which is included herein and further explained in Appendix G.

L. Civil Rights Requirements

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

M. Privacy Act

The following requirements apply to the Contractor and any of its employees that may administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

N. Patent Rights

If any invention, improvement, or discovery of Contractor is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable under the Patents Law of the United States or any foreign country, Contractor shall immediately notify DISTRICT and provide a detailed report. The rights and responsibilities of DISTRICT, Contractor and federal government with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies and any waivers thereof.

O. Rights in Data

1. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples includes, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manual, technical reports, catalog item identification, and related information.

The term does not include financial reports, costs analyses, and similar information incidental to contract administration.

2. All "subject data" first produced in the performance of this Agreement shall be the sole property of the DISTRICT. Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the DISTRICT until such time as DISTRICT may have released such data to the public; this restriction, however, does not apply to Agreements with academic institutions.
3. Contractor agrees to grant and does hereby grants to DISTRICT and to its officers, agents, and employees acting within the scope of their official duties, a royalty fee, nonexclusive, and irrevocable license throughout the world.
 - (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement but which is incorporated in the work finished under this Agreement; and
 - (b) To authorize others to do so.
4. Contractor shall indemnify and save and hold harmless DISTRICT, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.
5. Nothing contained in this clause shall imply a license to DISTRICT under any patent or be construed as affecting the scope of any license of other right otherwise granted to DISTRICT under any patent.
6. Subsections (3) and (4) above are not applicable to material furnished to Contractor by DISTRICT and incorporated in the work furnished under the contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work.
7. In the event that the experimental, developmental, or research work, which is the subject of this Agreement is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this Section and shall be delivered as DISTRICT may direct.

P. No Government Obligation to Third Parties

The District and Contractor acknowledge and agree, notwithstanding any occurrence by the Federal Government in or approval of the solicitation or award of the underlying contract absent the express written consent by the Federal Government, that the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Q. Breaches and Disputes Resolution

Disputes ~ Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the District. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized District representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized District representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute ~ Unless otherwise directed by the District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

R. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220. 1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JPB requests which would cause the JPB to be in violation of the FTA terms and conditions.

16. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and Proposer shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if

disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal or bid as confidential. Additionally, Proposer may not designate Proposal or bid forms as confidential.

If Proposer requests that District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

17. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act. The Levine Act prohibits any District Board Member from participating in or influencing the decision on awarding a contract with the District to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the District Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, District Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the District or for three months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution for \$250.00 or more that they have made to a District Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must include this information with your Proposal.

18. RFP SUBMITTAL CHECKLIST OF REQUIRED ITEMS

Proposers shall use the following checklist as a guide to ensure all required documentation is included in its Proposal:

- Cover Letter of Introduction and
 - _____ a. Indicate that the Proposer's team is prepared to sign the sample Agreement for Services and indicate the Proposer's agreement to be bound to the proposed scope of Work and associated Cost Proposal for 180 days
- Table of Contents
- Proposers Capability, Experience, and Qualifications
 - _____ a. Most recent audited financial statement
 - _____ b. List of five references
- Description of Proposer's Organization
- Table of Conformance

- A letter from the Proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated Section 15 of Appendix B and that it will be able to provide the certificate and endorsement for the coverage required. A copy of Proposer's insurance policy will not satisfy this requirement to meet the insurance requirements
- Cost Proposal Form (Appendix C)
- Subcontractor/Disadvantaged Business Enterprise Questionnaire (Appendix D)
- Disclosure of Lobbying Activities (Appendix E)
- Buy America Certificate (Appendix F)
- Certificate of Debarment (Appendix G)
- Acknowledgement of Addenda (if any)
- Sample Warranty Agreement
- Sample Software License Agreement
- Sample Hardware and Software Maintenance and Support Agreement
- Sample Training Materials

Proposers are reminded to include one original and five hard copies, plus one electronic .pdf copy on a CD of complete Proposal.

19. APPENDICES

- A. Technical Specifications
- B. Sample Agreement
- C. Cost Proposal Form
- D. Disadvantaged Business Enterprises (DBE) Questionnaire
- E. Disclosure of Lobbying Activities
- F. Buy America Certificate
- G. Certification Regarding Debarment and Suspension
- H. Sample Insurance Certificate
- I. Performance Bond

20. EXHIBITS

- 1. Samtrans Active Bus Fleet (Page RFP-2)
- 2. North Base Money Room Diagram
- 3. South Base Money Room Diagram
- 4. Brewster Street Aerial photo
- 5. Brewster Street frontage photo



San Mateo County Transit District Automatic Fare Collection (AFC) System

Functional Specification and Performance Requirements

Trademarks:

Windows® is a registered trademark of Microsoft Corporation

TransLink® is a registered trademark of Metropolitan Transportation Commission

Intel® is a registered trademark of Intel Corporation

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1 INTRODUCTION

This document defines the requirements for the SamTrans Automatic Fare Collection System and Farebox Request for Proposals (RFP), **09-SAMTR-S-030**. The function of the RFP is to invite Proposers to participate in the Formal Bid process defined in the Notice Inviting Bids, located in the front matter of this RFP.

2 SYSTEM OVERVIEW

2.1 General

The San Mateo County Transit District is a legally separate and financially independent entity that is not a component unit of San Mateo County. While the District administers various activities on behalf of other agencies, such as the Peninsula Corridor Joint Powers Board and the San Mateo County Transportation Authority, these agencies have their own separate corporate identity and governance, and they are not component units of the District.

SamTrans fixed-route bus service began July 1, 1976 with the consolidation of 11 different city bus systems throughout the county. In mid-1977, SamTrans inaugurated its mainline service from Palo Alto to San Francisco. SamTrans currently operates service on 54 routes and continues to make service and fleet improvements.

2.2 SamTrans Passenger Services

In Fiscal Year 2008, 15.2 million passengers turned to SamTrans as an alternative to driving. This is the third consecutive year of ridership increases and reflects a national trend. Americans took 10.7 billion trips on public transportation in 2008, the highest level of ridership in 52 years.

SamTrans service provides Peninsula travelers with hundreds of daily trips along the Bayshore corridor between Palo Alto and downtown San Francisco. Commute service to San Francisco is provided along El Camino Real and Mission Street in the north county. Hundreds of other daily trips serve San Francisco International Airport, Caltrain stations, BART stations and the 20 cities which make up San Mateo County.

The SamTrans fixed-route bus system consists of 54 routes, 44 operated by District personnel, and 10 contracted to MV Transportation. On an average weekday, these vehicles carry 48,410 passengers of which 28,640 are adults, the largest rider category. The total also includes 12,499 youth riders and 7,271 senior passengers and those with disabilities.

Redi-Wheels, the District's paratransit service, transports approximately 1,000 customers daily on 85 buses, vans and sedans supported by supplemental taxi service. RediCoast operates nine vehicles on the coastside and provides approximately 100 rides a day.

2.3 EXISTING EQUIPMENT AND FACILITIES

2.3.1 General

Currently, a strategic objective of SamTrans is to replace the fareboxes on all the fixed route buses. The current mechanically operated fareboxes are 20 years old and cannot provide many of the functions that will be needed in the future. The new fareboxes are to be computerized and will offer more fare media options, such as day passes.

2.3.2 Buses

The existing fixed route bus type and quantity is provided in the following table.

Total fixed-route revenue vehicles	324
Articulated coaches	55
Standard coaches	209
Low-floor coaches	60

Table 1 Existing SamTrans Bus Fleet

2.3.3 Special Vehicles

In addition to the normal bus fleet, SamTrans operates Redi-Wheels, the District's paratransit service. This service transports approximately 1,000 customers daily on 84 buses.

2.3.4 Bus Operating Facilities

SamTrans operates three bus Base facilities as follows:

North Base
301 North Access Road
South San Francisco

South Base
501 Pico Boulevard
San Carlos

Brewster
934 Brewster Avenue
San Carlos

Brewster is a contractor-managed facility that services 56 buses. Because of the location and size of the facility, buses cannot queue for probe. Buses must park before the farebox can be probed and the cashbox removed and vaulted. Because the facility is managed by others, fare transaction data must be transferred over a secure network and not require human interaction.

2.3.5 Money Room

SamTrans operates a centralized money counting room. Periodically, revenue collected by the Bases is picked up and transferred to the money room for counting and deposit into the bank.

2.4 FARE TYPES

SamTrans existing fare payment structure is contained in Table 2:

Fare Type	Service	Amount
Adult cash fare	Local	\$1.75
	San Francisco	\$3.50
	Express	\$4.50
	Tokens	\$14.00 per package of 10
Eligible Discount (Senior and Disabled) cash fare	Local	\$0.75
	San Francisco	\$1.50
Youth cash fare	Local	\$1.00
	San Francisco	\$2.00
	Tokens	\$8.00 per package of 10
Adult monthly pass	Local	\$56
	San Francisco	\$84
	Express	\$144
Eligible Discount (Senior and Disabled) monthly pass	Local	\$22
	San Francisco	\$22
	Express	\$22
Youth monthly pass	Local	\$29
	San Francisco	\$29
	Express	\$29
BART Plus Transfer Pass	BART transfer	Valid BART Plus Ticket
Muni Transfer Pass	Muni Transfer	Sticker purchased from Muni for SamTrans pass

Table 2 SamTrans Fare Structure

2.5 REGIONAL TRANSLINK PROGRAM

2.5.1 Background

The Metropolitan Transportation Commission and San Francisco Bay Area transit agencies are currently implementing TransLink®, a regional universal fare payment program for public transit in the Bay Area. TransLink® cardholders can use a single smart card to ride buses, trains, light rail lines, and ferries for multiple operators throughout the Bay Area.

The TransLink® card is a dual interface smart card containing both contact and contactless interfaces. It can store multiple transit products, such as electronic cash (e-Cash), passes, and transit ride products (electronic ticket-books). TransLink® cardholders currently tag their card at Card Interface Devices (CIDs)

located onboard vehicles, in rail stations, and at ferry terminals. The CIDs automatically deduct the correct fare.

2.5.2 Integration with TransLink®

SamTrans current schedule to join the TransLink® Regional Program is December 2009. The TransLink® on-board equipment is independent of the farebox. Since the farebox procurement schedule coincides with the implementation of TransLink® and at least one regional agency is integrating TransLink® into their fare collection equipment, SamTrans desires to select a farebox with optional smart card processing capability. As a minimum SamTrans desires the TransLink® smart card reader to be mounted on the farebox external surface and TransLink® power and signal conductors routed with the farebox power and signal conductors.

3 SCOPE OF SERVICES

3.1 General

The scope of supply for this procurement consists of fareboxes, associated revenue collection and vaulting equipment and Base level data collection, farebox data management systems, maintenance and third party escrow services as defined herein. The scope of supply includes the design, manufacture, installation, test, and warranty support of fareboxes, Base vaults and moveable cash carts and associated hardware and software. It also includes training, manuals, and documentation associated with the equipment supply. SamTrans intends to procure service proven state-of-the-art fare collection equipment that meets overall and property specific requirements for security and functionality.

SamTrans requires a complete and fully functional fare collection system with Fareboxes and Base equipment. Any items needed that are not specified which are required to achieve a fully functional and operational system shall be identified by the Contractor and submitted during the proposal process as a technical alternative that includes pricing and a detailed technical description.

3.2 Project Meetings

3.2.1 General

The Contractor's representatives shall attend meetings scheduled by SamTrans for the collection and dissemination of information related to the Contract. The SamTrans Program Manager will prepare the agenda and will record the minutes of each meeting and distribute the minutes to each of the meeting participants. Routine progress meetings shall be conducted at the SamTrans' facilities.

3.2.2 Post Award Meeting

A Post Award meeting will be scheduled by SamTrans within 15 days of NTP. Prior to the meeting, the SamTrans Program Manager will distribute a notice of the meeting, its location, date and time along with an agenda of the subjects covered by the Contractor.

1. Explain and discuss the responsibilities and authorities of the SamTrans and the SamTrans Program Manager.
2. Discuss procedures for meetings, project correspondence, and points of contact for administrative and technical communications.
3. Discuss procedures for shop drawings, product data and other Contract submittals.
4. Discuss procedures for processing change notices and change orders.
5. Discuss the invoice process.
6. The Contractor shall perform the following at this meeting:
 - a. Introduce Contractor's representatives and briefly describe each person's responsibilities. Provide an organization chart that identifies key managers and engineers.
 - b. Introduce the major sub-Contractors representatives, if any, and their scope of work.
 - c. Discuss design and manufacturing schedule and the sequencing of the Contract. Work
 - d. Provide an overview of the basic design concepts.

3.3 Submittal Requirements And Procedures

3.3.1 Contract Deliverables Requirements List (CDRL)

The contract deliverables requirements list contains the documentation that are required deliverables for this procurement (Section 25). The Contractor shall comply with the requirements for the submission of schedules, reports, plans, certificates, and other data listed in the specification documents. Acceptance of CDRL items is subject to SamTrans approval.

The Contractor shall deliver the submittals listed in the CDRL for the Conceptual Design Review (CDR), Preliminary Design Review (PDR) and Final Design Review (FDR), where indicated by a "✓". The Contractor shall also deliver CDRL documentation as specified in the "Other" column of the table.

The Contractor shall provide a complete listing of documents that define, control, maintain and warrant the equipment, material, software and licenses applicable to this procurement. Included in CDRL 101, "Documentation List" shall be the documentation title, table of contents, outline, listing of drawings, illustrations, schematics, exhibits, and other such information to determine the adequacy of the documentation.

3.3.2 Drawings

The Contractor shall submit drawings for review by SamTrans. The review of drawings shall not be construed as permitting departure from the Contract nor relieve the Contractor of the responsibility for any error, including details, dimensions, and materials. These shall include the following:

1. Drawings shall be submitted with Design Reviews and other CDRLs where indicated.
2. Shop drawings shall be submitted 30 days prior to equipment delivery.
3. As-built drawing shall be submitted within 30 days of the completion of the warranty period
4. Shop drawings and As-built drawings shall be submitted in AutoCAD format on a CD-ROM

3.3.3 Manuals

Draft manuals shall be submitted for approval as a part of the Final Design Review as indicated in CDRL 400 through 411. The Contractor shall provide one complete set of manuals to SamTrans prior to the start of the factory acceptance test. Information gathered during installation and acceptance testing and during the warranty period shall be incorporated into the manuals for the final submittal.

Revisions to draft and approved manuals shall be recorded on a control list in the front of each manual. The list shall be issued with each revision and shall show the date of each revision and the page reference. The Contractor shall maintain updated lists and revisions in the manuals until the warranty period expires. Revisions shall be prepared before the arrival of altered components and immediately after procedures are changed or errors found.

To the greatest extent practical, all manuals shall be in Microsoft Word 2003 or later. Final versions of the manuals shall be delivered to SamTrans per the CDRL.

3.4 Design Reviews

3.4.1 General

The SamTrans Program Manager will conduct design reviews described in the sections below. These reviews shall be conducted to evaluate the progress and technical adequacy of the design and conformance with the requirements of the Contract. Prior to each review, a design review package shall be submitted that includes CDRLs and other items required for the review. Design review packages shall

be provided at least 30 days before the design review meeting. SamTrans will review the design review package for conformance with the specifications and requirements. Comments and preliminary action items will be discussed or resolved at the design review meeting. The Contractor's subsequent design review submittal shall address SamTrans comments from the previous design review.

Design reviews shall consist of the following key activities:

1. Design review package will be reviewed by SamTrans staff.
2. SamTrans will create an Issues List and provide to the Contractor at least ten days prior to the scheduled design review meeting.
3. The design review meeting, or series of meetings with the Contractor and SamTrans staff where Contractor shall present their design and SamTrans shall confirm compliance to the requirements.
4. Issues not resolved during the meetings will be identified and documented. SamTrans will determine the appropriate action to close the issue, considering where the project is in the overall design review process. This may require resubmission of design review items.
5. The SamTrans Program Manager upon satisfactory completion of each design review will approve the design review submittal upon determination that there are no open issues or the resolution of an issue is acceptable.

3.4.2 Conceptual Design Review

The Contractor shall conduct a Conceptual Design Review. The Conceptual Design Review (CDR 200 "CDR Package") shall assess the Contractor's system concept and design approach. The CDR shall include at least the following items:

1. Confirm Contractor's management team and the scope of for each subcontractor
2. General description of the major software and sub-assemblies including identification of components supplied by subcontractors for each type of equipment
3. Preliminary internal layout of sub-assemblies for each type of equipment
4. Functional block diagram of the system and equipment
5. Catalog cuts of the following modules: Operator interface, Customer Display, Bill Validator, Coin Validator, cash box, Coin and Bill Vault, Base vault, cash cart, probe and probe interface, Base computer system and Central computer system.
6. Provide narrative descriptions of the major subsystems proposed by Contractor, including identification of components supplied by subcontractors for each equipment type
7. Provide outline and format of customer interface messages
8. Identify power and other facility requirements for each equipment type
9. Identify all interfaces between the major subsystems and provide a schedule for completion of detailed definition of the interfaces
10. Confirm that the Contractor is familiar with the intended operations and maintenance environment
11. Provide description of problem tracking, resolution and reporting process
12. Schedule compliance review and discussion of anticipated variances or delays
13. Information and decisions required from SamTrans

Five (5) paper copies of the submittals shall be provided prior to CDR. Each drawing submittal shall include a CD-ROM with the drawings in electronic format (.PDF).

3.4.3 Preliminary Design Review

The overall purpose of the preliminary design review is to confirm the requirements, evaluate the system design compliance to requirements, and to review the results of breadboard testing and design analyses. The PDR shall evaluate the ability of the system, subsystem and components to successfully perform

their function under operating and environmental conditions, during acceptance testing and the project's planned activities. The Contractor shall schedule and conduct a Preliminary Design Review (PDR). The Preliminary Design Review shall include all equipment and software that the Contractor shall supply during the performance of the Contract. The PDR shall include at least the following items:

1. Detailed technical description of operation for all major subassemblies in all units of equipment
2. Inspection and test plans
3. Complete Operator Control Unit interface drawings, flow diagram of screens and messages, passenger message list and format and error conditions
4. Audio interface tones and messages
5. Sample fare cards with encoded magnetic stripe
6. Single line power diagrams, control schematics, and functional block diagrams for each subsystem
7. Design of the role based access control to the equipment and to the software menus
8. Revisions of drawings and documentation submitted for the CDR which are necessary for the PDR
9. Detailed AVL/CAD and other interface design descriptions
10. Farebox and stationary vault mounting arrangements and installation methods
11. Communications interfaces
12. Detailed human factors design information
13. Software design descriptions (top level of software documentation) for microprocessor-based or programmable equipment
14. Software version and configuration control system
15. Equipment mock-ups
16. Drawings Schedule compliance review and discussion of variances or delays

Five (5) copies of the specific submittals shall be provided prior to PDR (CDRL 201," PDR Package"). Each drawing submittal shall include a CD-ROM with the drawings in electronic format (.PDF).

3.4.4 Final Design Review

The Final Design Review (FDR) shall evaluate the detailed design and the production drawings for the equipment. The FDR is the mechanism for determining whether the detailed design will meet the specified requirements. Proceeding with manufacturing by the Contractor prior to the required approval of the FDR by the SamTrans Program Manager shall be entirely at the Contractor's risk and expense. The FDR shall not commence until all Manual Outlines have been submitted by the Contractor. The FDR shall include at least the following items:

1. Latest revisions of the drawings, documentation and samples that were submitted at the CDR and PDR
2. Complete production drawings for each type of equipment
3. Complete baseline software and preliminary software documentation for each type of equipment.
4. Fully operating ticket handling mechanism
5. List of maintenance service commands, codes and messages.
6. Plans, programs and other data as specified in Contract Deliverables Requirements List.
7. Assembly drawings down to the Lowest Level Replacement Unit (LLRU) level
8. Final Installation Drawings
9. Spare part recommendations and basis
10. Maintainability and availability program and basis
11. Schedule compliance review and discussion of variances or delays

Five (5) copies of the specific submittals shall be provided prior to FDR (CDRL 202). Each drawing submittal shall include a CD-ROM with the drawings in electronic format (.pdf).

3.5 Schedules

3.5.1 Master Schedule

The Contractor shall prepare and maintain a detailed progress schedule, which shall be the Contractor's working schedule to plan, organize, and execute the work; record and report actual performance and progress; and forecast remaining work. The Contract Base-Line schedule shall be submitted within 30 days of the Notice to Proceed (CDRL 900). The schedule shall be prepared using either Microsoft Project or Primavera.

3.5.2 Progress Schedule

The Contractor shall submit to SamTrans a progress schedule including Contract Tasks for the period from Notice to Proceed to completion of the warranty period (CDRL 901). Tasks shall also include the design reviews. One hard copy and one electronic copy of the schedule developed using the specified software package shall be presented. The hard copy of the progress schedule may be in the form of a bar chart. In preparation of the progress schedule, the Contractor may propose, for SamTrans' approval, alternative dates if the specified dates are not consistent with their sequence of work. This schedule shall be updated on a monthly basis according to the status of events and presented to SamTrans at the status review meeting.

3.6 Progress Reports

The Contractor shall submit to SamTrans quarterly progress reports comparing actual progress with planned progress (CDRL 902). Special reports may be requested by SamTrans and topical reviews held to address problem areas.

3.7 Logistical Requirements

3.7.1 General

Logistics requirements include Packaging, Handling, Transportation, Delivery, and Storage.

The Contractor shall designate a single point of contact for logistics support to insure compliance with specifications related to logistic support, including packing, marking, shipping, delivery, and storage of Contract deliverables, including spare parts.

The Contractor shall be responsible for and shall, at Contractor's expense, repair or replace, as approved by the SamTrans Program Manager, any deliverables damaged during shipment or storage. The most recent issue at the time of shipment applies.

ASTM 3951
NMFC

Standard Practice for Commercial Packaging
National Motor Freight Classification
Uniform Freight Classification

3.7.2 Packing

Commercial Practices as indicated in ASTM D3951, Standard Practice for Commercial Packaging, shall be followed for preservation, packaging, packing, unitization, and marking of all deliverables. Deliverables shall be preserved, packaged, and packed to insure the integrity of the product during transportation,

handling, and storage. Protection shall be provided against loss, pilferage, corrosion and deterioration. Packaging shall be such that the parts can be identified, inspected and stored for long periods without damage or degradation.

Parts susceptible to damage by static electricity shall be enclosed in anti-static wrappers. Small parts shall be packaged to prevent dispersal and loss. An itemized list of the contents shall be firmly affixed to the outside of each package.

Each unit package, intermediate package, and shipping container shall bear markings that meet the requirements of ASTM D3951, Standard Practice for Commercial Packaging, shall include upright and fragile marking, as applicable

Unless otherwise specified, the gross weight of boxes shall not exceed 40 pounds. Items that exceed the weight limitations of the unit container shall be packed directly into shipping containers with the degree of packing specified.

Small openings shall be sealed with pressure sensitive tape conforming to standard commercial packaging. Large openings shall be covered with waterproof paper conforming to standard commercial packaging and secured with tape. If covered openings are vulnerable to puncture or damage, the covering shall be further protected by hardboard, wood, plywood, plastic or metal covering.

3.7.3 Loading

Material shall be arranged in the intermediate container in a compact manner. When applicable, parts and materials accompanying equipment shall be grouped together with the equipment in intermediate containers.

Containers shall contain equal quantities of unit packages, not to exceed 100, within the following weight limitations. Unless otherwise specified, the gross weight of boxes shall not exceed 30 pounds. Items that exceed the weight limitations of the intermediate container shall be packed directly into shipping containers with the degree of packing specified.

Box closure shall conform to the applicable container specification. Intermediate packages shall be marked with a brief description of the item or contents. Bar codes shall identify the contract number, the manufacturer part number, and the SamTrans stock number.

Unit Packs or Intermediate Packs shall be further protected by enclosure in Shipping Containers that meet the following requirements. Items exceeding the weight limitations of Unit Packs and Intermediate Packs shall be packed directly into Shipping Containers.

3.7.4 Shipping Containers

Shipping Containers shall not exceed the length and width of the pallet, and shall be sufficiently strong to be used in commerce for packing, storing, and shipping commodities. Shipping Containers shall be weatherproof, designed for storage out of doors, and shall protect products against corrosion, dampness, damage due to vibration, and any other damage during transportation and handling.

Temporary wood or steel braces, guides, skids, crates and other shipping devices necessary for transporting the equipment shall be furnished by the Contractor. Lifting lugs shall be provided. Anchoring, blocking, bracing, cushioning, and waterproofing of container contents shall be as required to protect the subject contents.

Shipping containers exceeding 200 pounds (90.72 kg) gross weight, or exceeding 100 pounds (45.36 kg), with length and width of 48 by 24 inches (121.92 by 60.96 cm) or more, shall include a skid base of at least two 3-inch by 4-inch (7.62 by 10.16 cm) nominal skids providing a clearance of least 2-1/2 inches (3.81 cm).

Unless otherwise specified, fully loaded shipping containers shall be of minimum weight and cube, and shall contain, so far as is practicable, identical quantities of identical items. All openings to the external environment shall be sealed before shipping.

3.7.5 Identification

Each shipping container shall be individually labeled with a weatherproof label that is not degraded by handling. The label shall include the following:

- Name, address, and phone number of Contractor;
- Name, address, and phone number of SamTrans' receiving facility, as directed by the SamTrans Program Manager;
- SamTrans Contract or Purchase Order Number;
- Brief description of the contents

3.7.6 Unitization

All equipment shall be shipped on pallets no larger than 48 x 48 inches, cubed out, with a maximum gross weight of 2,000 pounds. Multiple containers of like contents may be combined on the same pallet if separated in such a manner as to facilitate handling.

3.7.7 Handling

Loading, transporting, unloading, and warehousing of materials and equipment shall be conducted such that they are delivered clean, undamaged, and with identifying labels intact and legible. Bending, scraping, or overstressing materials and equipment shall be prevented. All parts shall be protected by blocking with wood, by providing bracing, or by other approved methods.

3.7.8 Transportation

Transportation shall be such that the equipment is not degraded in any way. The Contractor shall furnish temporary wood or steel braces, guides, skids, crates and other shipping devices necessary for transporting the equipment. Sensitive equipment shall be transported by air ride van, by air carrier, as approved by the SamTrans Program Manager. Alternate means of transportation may be proposed if sensitive equipment is appropriately packaged, as approved by the SamTrans Program Manager.

The Contractor shall not ship any items until it has received the SamTrans Program Manager's authorization for shipment.

Shipment authorizations by the SamTrans Program Manager prior to acceptance, with or without SamTrans inspection, shall in no way constitute acceptance or relieve the Contractor from fulfilling the requirements of the Contract.

Notice of Shipment: The Contractor shall, at the time each shipment is made, furnish a Notice of Shipment to SamTrans as directed by the Program Manager. This requirement may be satisfied by completion and return of appropriate forms furnished by SamTrans or by the furnishing of copies of bills of lading, freight bills, or similar documents in accordance with normal commercial practice if such document clearly identifies the order number, items and quantities shipped, date of shipment, point of origin, method of shipment and routing, and the name of initial carrier.

3.7.9 Delivery

Delivery of individual pieces of equipment, spare parts, keys, special tools, test equipment, and other deliverables shall be as indicated in the Contract Specifications for the subject deliverable.

Unless otherwise indicated, Contractor shall notify the SamTrans Program Manager at least five working days prior to proposed delivery to the placement or set-up site. Unloading at placement site or set-up site shall be performed by the Contractor.

Provide receipt documentation, signed by the SamTrans Representative in charge at the delivery location. A copy of each such receipt shall be submitted to the SamTrans for information and record.

3.8 Inspection

3.8.1 General

The SamTrans Program Manager reserves the right to inspect all equipment at the Contractor's and Sub contractor's facilities at any time and as often as deemed necessary during manufacture and again prior to preparation for shipment. Equipment shall not be prepared for shipment before the SamTrans Program Manager has either inspected the equipment or waived inspection. SamTrans Program Manager's waiver will be in the form of a written notice. Any deficiencies found shall be corrected prior to shipment of the equipment. Any inspection or waiver of inspection shall in no way relieve the Contractor of the responsibility of furnishing equipment in accordance with these Specifications.

The Contractor shall make available all facilities and equipment at all times to the Program Manager or designee, and shall meet with and cooperate as needed on any contract issues including, but not limited to, scheduling, correspondence, documentation, manuals, quality control, performance assurance, equipment design, production, and delivery.

3.8.2 SamTrans Travel Expenses

SamTrans will be responsible to reimburse travel and living expenses for all SamTrans representatives who travel to the Contractor's facilities for any inspections and test.

3.9 Project Management

3.9.1 General

The Contractor shall designate a Project Manager. Formal communication shall be between the Contractor's Project Manager and SamTrans appointed Program Manager. The Contractor Project Manager shall manage the Contract to achieve all of the Contract Requirements and meet the schedules established in the Contract.

3.10 Work by Agency

Contractor shall provide to SamTrans an Interface Requirements Specification that identifies the spatial, structural, electrical, mechanical and environmental requirements to receive, install, commission, operate, maintain and store the farebox, vaulting and back-end management systems.

4 SYSTEM DESIGN

4.1 General

Standard service proven products shall be used where possible, but notwithstanding, the Contractor shall have the responsibility to manufacture, maintain, and warrant the product in accordance with all terms and requirements as set forth by this specification. The system design shall require like components to be interchangeable. All products shall conform to the applicable Federal laws and regulations in effect at the time of Preliminary Design Review.

4.2 Standards

SamTrans seeks a new AFC system based on open system architecture, modular, and flexible to adapt to and accept any commonly used fare media, such as paper-based or limited-use ticket, magnetic stripe card, or optional smart card, over the service life of the system. The AFC system should conform to technological and environmental Open Standards and Guidelines, including, but not limited to the following applicable industry standards, as required to provide the levels of service required by this RFP:

Fare Media Standards and Types

Type of Fare Media	ISO standard(s)
Magnetic Cards	4909
Magnetic Cards	7811-1
Magnetic Cards	7811-2
Magnetic Cards	7811-3,4,5
Magnetic Cards	7811-6
Magnetic Cards	10373-2
Magnetic Cards	15457
Contactless Smart Cards	14443 Parts 1,2,3,4 (A or B)
Contactless Smart Cards	14443 addressed by: 10373-6
Contactless Smart Cards	10373-6
Contact Smart Card	7816
Contact Smart Card	10373-1
Credit Card/Debit Card	7810
Dual Interface Smart Cards	Contains 7816 and 14443
Limited-Use Smart Cards	14443
Tri-Plex Magnetic Cards	Based upon 7811
Smart Tokens	Based on 14443

4.3 ENVIRONMENT

4.3.1 Farebox Environment

The farebox shall be able to operate without any degradation in performance under the following environmental conditions:

Bus Environmental Conditions

Storage temperature	-25°F to +140° F (-32 C to 60 C)
Operating temperature	+32° F to +122°F (0 C to 50 C)
Storage humidity range	5% to 99% R.H. non-condensing
Operating humidity range	20% to 95% R.H non-condensing
Thermal shock	1° per minute drop in temperature over 15°F range between 110° and 60°
Vibration	1.5g (rms), 5 to 200 Hz
Shock	Up to 5g (instantaneous)
Dust	Airborne particles and dust encountered in revenue service or caused by general cleaning and sweeping. It is understood that for cleaning using cyclone or high-pressure air devices, use of water-resistant covers over the fareboxes is recommended.
Inclination	Up to 10° off vertical for short duration
Water/solvents	Water spray on equipment from cleaning bus floors and walls; industrial cleaning solvents; wet fare media; rain, mud, snow, and slush dripping from passengers' clothing or possessions
Electromagnetic interference	Immune to 400V spikes of up to 5 microseconds duration across the incoming power supply lines

The farebox shall remain operational in the presence of the following contaminants: airborne particles, grease, oil, and other contaminants accumulated on coins, tokens, and bills that are normally encountered with "street" money, bus operation and in a bus Base environment.

4.3.2 Base Environment

The Contractor shall install the Base equipment used for revenue handling, comprising the cashbox receiver, vault housing, mobile bin and appurtenances. The Base equipment shall operate without any degradation of performance, corrosion, deterioration or abnormal wear under the following environmental conditions:

Base Environmental Conditions

Temperature Range	The ambient temperature range 0° to +120° F;
	Surfaces may reach +150° F when in direct sunlight
Humidity Range	Relative Humidity 5 percent to 95 percent (non-condensing)
Precipitation	Equipment which may be exposed to exterior weather must withstand condensation and icing effects, plus wind gusts of up to 100 mph
Contaminants	Airborne dust particles, diesel oil, lubricating oil, diesel engine exhaust
Interference	The equipment must tolerate and continue to operate when EMI from bus equipment and other electrical equipment typically in the vicinity of a bus Base.

4.4 Power

The farebox shall have the following electrical characteristics:

Bus Power

Power source	12 or 24 VDC nominal (bus battery)
Operating range	10 to 36 VDC
Power consumption	180 watts peak, 25 watts typical

No converter or other special modification shall be required to permit the farebox to operate on either 12 or 24 VDC input voltage.

The farebox shall be protected against damage and/or loss or modification of data under the following conditions:

Bus Power Tolerances

Loss of voltage	(zero volts)
Under-voltage	(0 to 10 VDC)
Overvoltage	(36 VDC to 50 VDC)
Reverse polarity of the input voltage	
Fluctuating voltages between 10 and 50 VDC	

The farebox power supply shall include adequate filters and other provisions to regulate the bus-supplied voltage and suppress power spikes and noise that could contribute to erroneous registration or generation of data. The power supply shall be rendered immune to electrical interference caused by such items as fluorescent light, bus alternators, air conditioning units, radios, etc. Adequate protection against transient surges in the bus power supply shall be incorporated to the extent necessary to prevent damage to electronic components.

4.5 Design Life

The Fareboxes and Base equipment shall be designed with a service life of ten (10) years for all equipment and components while under normal maintenance conditions and normal replacement of disposable items.

5 FAREBOX

5.1 General

This Section describes the requirements for the Farebox. The Farebox shall be service proven and shall be installed in the entire fixed route bus fleet for SamTrans . The Contractor shall demonstrate that the equipment can be conveniently used by people with disabilities, including people with limited manual dexterity and people who are blind, if feasible without the need for assistance or special training. The demonstration must show how people who are blind will locate the machine, have access to instructions, and carry out transactions

The Farebox shall automatically identify and count SamTrans tokens. The Farebox shall automatically identify and count all U.S. coins in general circulation; including any U.S. coins that may be issued during the service life of the AFC system.

Coin mechanism shall be capable of processing coins at an insertion rate of not less than five items per second sustained.

The Farebox shall have a minimum of twenty (20) fare class presets per fare set. There shall be a minimum of 10 fare sets. The preset amounts shall be between \$000.01 and \$999.99.

The bill validator shall accept \$1, \$5, \$10, and \$20 bills. The Farebox shall be capable of accepting bills of "street quality" inserted flat and unfolded. The Farebox shall accept, correctly identify and total valid U.S. bills while rejecting and returning to the passenger torn, mutilated, partial, and counterfeit or foreign bills.

The Farebox shall be capable or recognizing all U.S. legal tender that may be issued over the service life of the system.

The Bus Farebox shall process all farecard types described herein including optional Contactless Smart Cards. In addition, the farebox shall collect U. S. coins and bills. All U. S. coins and bills shall be deposited into a single Cashbox, securely compartmentalized to separate the coins and bills.

The Farebox shall be capable of electronically verifying all coins and bills inserted for fare payment. All coins and bills shall be automatically verified and identified by denomination, without operator action. All U. S. coins and bills that cannot be electronically verified shall be automatically rejected and returned to the passenger. The Farebox shall assist operators with verification of the fare deposited by showing an immediate display of the value of coins and bills inserted. If the coin verification functionality is not available due to a jam or equipment malfunction, the operator shall be able to place the coin module into bypass mode. While in bypass mode, all coins inserted shall be directly deposited into the Cashbox.

The Farebox shall register all fares collected for subsequent data retrieval by a Base Computer System. The Base Computer Systems shall transfer transaction and operational data to the Central Computer System, and will receive fare tables and operational updates from the Central Computer System for transmission to the Farebox. A Base Computer System shall be securely installed at each of the operating facilities. Hardware for the Base Computer System shall be commercially available and industrial grade.

Cashbox Receivers shall be installed in each of the operating facilities listed in this Section to transfer securely cash from surface vehicle to the Receiver. The Receivers shall empty the Cashboxes into mobile vaults that shall receive and store the cash. The Cashbox Receivers and the mobile vaults shall maintain complete secure separation of all coins from bills.

The system shall have provisions for secure transfer of the mobile vaults onto and off the money trucks that will transport the mobile vaults from each Base to the SamTrans money counting facility. The system shall have provisions for secure transfer of the mobile vaults from the money trucks into the interior of the counting room. Cash shall not be accessible by personnel or the public from the time of its insertion into the Farebox until the time of emptying the mobile vaults at the Revenue Collection Facility.

The Farebox shall consist of the following equipment:

- Fareboxes that are securely mounted, with coin and bill processing units, magnetic farecard units and ISO/IEC 14443 compliant optional Contactless Smart Card processing units.
- Removable Cashboxes for the Fareboxes
- Cashbox Receivers and Receiver vaults installed at all operating facilities.
- Mobile Bin cash transport containers
- Data transfer devices/system linked to each Base Computer System.

The basic functions that are required for the Farebox are:

- Accept and process inserted valid U. S. coins and tokens
- Accept, process, issue and print magnetic farecards
- Print receipts or paper transfers on magnetic farecard stock
- Accept and process inserted U. S. Currency
- Accept and process ISO/IEC 14443 compliant optional Contactless Smart Cards
- Ability to retain data for all transactions, and to upload the data for revenue verification

SamTrans presently operates vehicles from the three (3) Bases: North Base, South Base and Brewster. Brewster is a contractor-managed facility that services 56 buses. Because of the location and size of the facility, buses cannot queue for probe. Buses must park before the farebox can be probed and the cashbox removed and vaulted. Because the facility is managed by others, fare transaction data must be transferred over a secure network and not require human interaction.

The Farebox shall be capable of electronically verifying all coins and bills inserted for payment. All U. S. coins and bills shall be automatically identified by denomination, without operator action. All U. S. coins and bills that cannot be verified shall be automatically rejected and returned to the passenger. All accepted U. S. coins and bills shall be deposited into a single secure Cashbox, compartmentalized to separate the coins and bills.

A display shall be positioned to be visible to the passenger when entering the bus, and shall display fare information and other passenger information data as determined by SamTrans. The Contractor shall propose the Passenger Information in CDRL 203. An Operator Control Unit (OCU) with keyboard and multi-line display, installable within the bus driver area with SamTrans' approval, shall enable the bus operator to monitor and control the Farebox, and to enter fare and passenger information as required by SamTrans. The Contractor shall propose the Operator Control Unit information messages and keyboard commands in CDRL 204.

The Farebox shall be capable of interfacing to other on-board bus systems over industry standard interfaces utilizing a SAE J-1708 connection. Interfacing shall allow for full message transfer between the Farebox and these on-board systems. This interface requirement is to ensure the capture of all Farebox alarms, position tagging ridership transactions, the sharing of driver login and route/run/trip pattern information and provide data or instruction to the Farebox through the standard ITS/SAE communications protocol. Data messaging for the CAD/AVL interface shall be as identified in Section 5.24 (CAD/AVL Interface). The Farebox shall permit the passenger to insert easily and rapidly the required fare. It shall automatically ascertain that the correct fare has been paid, and shall signal the operator of such through audible signals and through the OCU display.

Transaction data is not transmitted over the J-1708 network. Transactions can be tagged with position data if available from the J-1708 network. The Farebox shall provide specific transactional information regarding cash and electronic transaction (optional smart card) details, as well as daily operation

information including revenue collected, types and quantity of fares collected, driver/route identification, and other information needed to account for revenue and monitor the equipment.

The Farebox shall provide for the automatic update of the validity of an optional smart card. A list of the optional smart cards to provide this update shall be stored in each Farebox. The passenger shall acknowledge automatic updates by touching their optional smart card to confirm acceptance. Upon completion of the update, a message shall be stored by the Farebox and transferred to the AFC Central Computer System upon probing. The Master Update list stored in the AFC Central Computer System shall be updated based on the acknowledged updates and the changes sent to all Base Computer Systems, for downloading to the Fareboxes.

5.1.1 Functional Requirements

The farebox shall be freestanding device mounted on SamTrans buses and used to collect and store securely fares using a variety of fare media. The farebox shall be controlled by electronic logic and supported by electronic memory, displays and indicators. It shall permit the easy insertion of fare media by boarding passengers, provide a display for passenger information and have an attractive and uncluttered appearance using human factors engineering practices and industrial design.

The farebox shall conform to the reliability requirements in this specification while in revenue service operations. The Farebox shall be accurate in its counting and data reporting, and shall be secure in its retention and transfer of data and collected revenue. The Farebox design shall keep operator intervention to a minimum while processing of fares on board the bus. The farebox shall automatically and accurately validate the fare media read by the magnetic stripe processing unit.

The farebox shall function under the environmental and operational conditions specified and shall be designed and manufactured to provide a high degree of security against forced entry and/or unauthorized manipulation.

The farebox shall provide specific information regarding daily operation, including revenue collected, types and quantities of fares collected, driver/route identification, and other information needed to account for revenue and monitor the equipment.

The Farebox shall:

- Accept, validate, count, and register fares in the form of U.S. coins, tokens, and paper currency;
- Return coins, tokens and bills that are not valid,
- Accept, validate and, if necessary, re-encode magnetic stripe farecards;
- Print, encode and issue a magnetic stripe transfer, day-pass, and change farecards from an internal supply of blank un-encoded farecard stock;
- Record all fare transactions,
- Optionally accept and process contactless smart cards and credit cards.

5.1.2 Farebox Dimensions

The completed Farebox assembly excluding the mounting base plate shall measure forty-one inches (41") high, as measured from the vehicle floor, and not more than eleven inches (11") in cross section. The base plate for a Farebox shall not exceed 12-1/2" by 12-1/2". Contractor shall provide fully dimensioned scale drawings of the Farebox and base plate showing full views for each side and with the doors and covers both opened and closed.

5.1.3 Position of Farebox on the Vehicle

The Farebox shall be installed adjacent to the operator position in close proximity to the front door, and shall be positioned so that an entering passenger, including persons with disabilities, may easily insert the

fare into the Farebox. The Farebox position shall allow the rapid and secure inspection of the OCU data or, if required, the positioning of the data probe, and convenient removal of the Cashbox from the Farebox.

The Farebox shall not impede the vehicle operator from ready access to the operator seat.

The Contractor shall provide all mounting hardware in kits.

The Contractor shall analyze the correct placement of the Farebox on each different make and model of bus and shall provide drawings on the recommended placement for each different make and model of bus (CDRL 301). The Contractor shall ensure that the placement of the new Fareboxes meets the required maneuvering and reach ranges of ADA are appropriate. Relocation, removal or installation of new railings or other elements that may represent barriers that could be encountered in the vicinity of the new Farebox shall be performed as necessary to meet these requirements.

The Farebox position shall also allow for the rapid removal of the Farebox from the vehicle. The Farebox shall be installed so that it shall permit complete unrestricted opening of all maintenance lids/doors and the Cashbox access door. It shall be possible for an experienced maintenance technician, equipped with the proper tools, to remove the Farebox from the bus in less than fifteen minutes. In addition, the Farebox top shall be removable without providing access to any fare media, coins or bills in the Farebox.

On all type of buses, the location of the Farebox and OCU will be established jointly between SamTrans operations personnel and the Contractor.

The design of the Farebox to meet all of the requirements of the Technical Provisions shall be submitted for review and approval by SamTrans.

5.2 Operator Control Unit

5.2.1 General

The Farebox shall be delivered with an Operator Control Unit (OCU) for operator entry of commands, passenger information and to display transactional information, errors, prompts, and other information as required by SamTrans of the operator.

The OCU shall have a high visibility backlit display of graphic and text data. The OCU keyboard shall be backlit and consists of:

The OCU keyboard shall be large enough to allow easy use by the operator, and shall provide tactile and audible feedback to the operator on each key press. Contractor shall provide dimensional drawings of the OCU showing all buttons and displays and including the connection cable to the Farebox (CDRL 204).

The OCU mounting shall be adjustable to accommodate operator ergonomics.

The OCU shall display operator logon and route information transferred by the ACS CAD/AVL..

5.2.2 Log-On Process

The operator shall log-on to the Farebox through the CAD/AVL system. The SAE J-1708 port permits the simultaneous log-on or log-off to all bus systems with a single operation.

In the case where the CAD/AVL system or SAE J-1708 interface is inoperable, the Farebox shall provide an alternate means for independent log-on and log-off.

The Contractor shall ensure the appropriate SAE J-1708 message structure is documented, implemented, and tested for this purpose. Communications error detection provided for by J- 1708 and retransmission of damaged messages provided for by SAE J-1587 shall be supported by the proposed interface and tested.

The Contractor shall certify that the SAE J-1708 protocol within the Farebox is capable of handling all of the messages transmitted to it without loss of any messages due to capacity constraints from either the

Farebox hardware or software. The Farebox shall be capable of receiving consecutive J1708 messages separated by the minimum idle time described in SAE J- 1708 (approximately 1.2 milliseconds apart). The Farebox shall be able to retransmit the value of any PID when requested (by PID A.0 and A.255).

In the absence of external SAE J-1708 login data, prior to the Farebox entering revenue service, the operator shall be required to log on successfully. Successful log-on shall require a valid operator ID, operator password, and valid route/run/trip information. Operator IDs and passwords shall be securely maintained at the Base Computer System, and shall be downloaded to the Farebox. In addition, the Farebox shall permit the logon and activation of the Farebox using an optional smart card-based Employee ID. Operator ID shall be entered via the keypad as well as using the optional smart card.

The log-on information shall be retained in non-volatile memory. If the farebox is rebooted during revenue operation, the operator or AVL/CAD log-on shall not be required. The log-on information shall be cleared during probe.

The farebox shall also support temporary (relief) operator log-on, supervisor log-on, and manager log-on. Non-revenue service log-on shall be possible for maintenance and revenue technicians.

Provision shall be included to display items entered, to display all entered selections, and to correct any mistaken entry without re-entering all previous correctly entered selections.

The required security level for all farebox functions and commands shall be software configurable. At a minimum, the following security levels shall be software configurable:

- Normal Operator
- Supervisor
- In training Personnel
- Manager
- Maintenance Technician
- Revenue Service Agent

Functions and commands requested from operators with insufficient security shall be denied, and a transaction documenting this denial shall be recorded in the Farebox transactional data. Alternatively, the Farebox shall only offer such functions that comply with the permissions for the logged-on user. In this case, no denials will occur.

Upon completion of the log-on process, a log-on record shall be established defining all of the above selections, together with the date or day of week and the time when the log-on occurred.

5.2.3 Log-Off Processes

To initiate the log-off procedure shall require the operator to press an assigned button combination. The log-off procedure shall prompt the operator to enter the badge number or “touch” the optional smart card reader with the assigned operator card. Provision shall be included to display the entered badge number and to permit correction of the entered number prior to making the record.

Upon completion of the log-off process, a log-off record shall be established defining the operator number, together with the date, day of week and the time when the log-off occurred. Log-off shall occur manually (by the driver) or automatically via a SAE J-1708 message.

5.2.4 Displays and Keys

The OCU keypad shall have a minimum of 15 buttons, including the digits 0 through 9, ENTER, CANCEL, SHIFT and user defined function buttons. All keypad buttons shall be fully programmable. Keypad buttons shall have a second function assigned using a designated “shift” button. Buttons shall provide tactile, visual, and audio feedback. Keypad buttons shall be sealed from liquids and against foreign objects. The function of the definable buttons shall be displayed on the OCU display. The OCU display shall allow the operator to monitor cash inserted, magnetic farecard and optional smart card transaction. It shall indicate

the type of transaction conducted any problems, and other messages. If a magnetic farecard and optional smart card transaction is not completed, the farebox shall automatically reset and clear the OCU display after a user configured time limit has elapsed. A function shall be available to delay the automatic reset process. Cash fare registration buttons shall be able to be activated prior to, during, or after the insertion of money in the farebox to obtain a proper count. OCU display and keypad shall be used to facilitate maintenance through prompts and menus shown on the display.

It shall be possible to select the fareset through the OCU Key Pad

The OCU display shall be a glare resistant backlit liquid crystal display (LCD) where brightness and contrast can be adjusted sufficiently to be readable in the bus environment.

The OCU display shall be capable of displaying a full ASCII character set with not less than 20 characters per line and a minimum of two (2) lines of text

5.3 Passenger Display

The Farebox shall have a high intensity, industrial application type display that is visible to the passenger with normal vision at a distance of three feet and a viewing angle of 60 degrees from the top and sides. The display shall be capable of providing the passenger with information including transaction details, transaction assistance, and other messages as determined by SamTrans. The display shall be integrated with the Farebox. The Contractor shall ensure that the passenger display is ADA compliant.

When fare media is processed, pertinent information shall be displayed on the passenger display. If the media is acceptable, the display shall indicate one of 20 messages. Message wording shall clearly define the transaction status in abbreviated form as necessary to fit the character limitations of the display. Value remaining on stored value media shall be displayed and amount remaining to full fare for cash transactions shall be displayed. . The displayed message shall extinguish after a software configurable interval of up to 15 seconds after removal or immediately upon re-insertion of the same media or presentation of another media document. Wording on the display shall be subject to SamTrans approval (CDRL 203).

Under normal operations, when the Farebox is static for a continuous period of one (1) minute the display shall automatically extinguish, or go into a sleep mode to preserve its operating life. When a coin or bill is inserted, the passenger display shall display either "0.00", if no monies were deposited, or the value of the monies inserted into the Farebox. As coins and bills are inserted, the passenger display shall display the amount remaining to full fare.

5.4 Audible Signals

The Farebox shall provide audio feedback or display an appropriate code to the driver depending upon certain operating conditions. Media accept or reject shall be assigned to produce two unique audible tones to indicate to the operator whether the media has been processed correctly (accepted as fare paid) or rejected (not accepted for some reason). In the event that the fare media is invalid, a tone shall sound to indicate invalidity both to the passenger and to the operator.

The Farebox shall be able to produce audible signals to alert the operator and passenger of errors or events, including, but not limited to the following:

1. Coin rejected.
2. Bill rejected
3. Bill jam.
4. Bill jam cleared.
5. Fare registered by operator command.
6. Fare registered automatically by Farebox.
7. Invalid operator command entered.

The Farebox shall display the following codes related to Cashbox full condition.

1. Cashbox coin area 80% full
2. Cashbox coin area full
3. Cashbox bill compartment 80% full.
4. Cashbox bill compartment full

The Farebox shall be capable of producing not less than 20 separate and distinct audible signals, and shall be configurable for sound type and level to permit the association of any of these audible signals with any alert.

Any and all audible alerts shall be able to be suppressed by the operator.

Passenger Visual Alerts – To aide hearing-impaired passengers, a red and green light shall be integrated into the Farebox. The lights must be clearly visible to passengers. A green light shall indicate acceptance of all fare media. A red light shall indicate rejection of fare media.

5.5 Electronic Control Unit

5.5.1 Fare Tables

The Farebox shall allow up to 10 fare sets to be available for selection either by operator command or through commands received via the SAE J1708 Interface. The fare sets shall also be able to be restricted by route/run/trip information. Fare tables shall provide, at a minimum, the following information:

- Default fare for automatic fare registration.
- Time/day validity (so that fare sets can be restricted by time of day and/or day of the week).
- Route/run validity.

The fare class available for selection within a fare table shall be software configurable. Fare classes shall be assignable to any OCU soft key to permit rapid selection by the operator.

Contractor shall provide details on the fare table configuration, set-up and capacities. CDRL 302 “**Fare Table Configuration**”

5.5.2 Hot List for Fare Products

The Farebox control unit shall have two separate “hot lists” for invalid magnetic stripe farecards and optional smart cards.

All farecards shall contain a unique serial number that can be inserted into the farecard hot list to reject use of the farecard. The farecard hot list shall allow 20,000 entries without degradation of the processing time of the magnetic farecard processing unit or the magnetic farecard swipe reader.

All optional smart cards shall contain a unique serial number that can be inserted into the smart card hot list to reject use of the smart card. The optional smart card hot list shall allow 20,000 entries without degradation of the processing time of the card interface device.

5.5.3 Transaction Records

The Farebox shall make use of solid-state memory for the storage of all transaction data.

Memory shall be retained without the use of batteries. Power spikes or transients, or the complete loss of power shall not cause any information or data contained in memory to be lost or altered.

The Farebox memory shall store counts of all actions with fare media that results in a message displayed and/or an audible tone produced. Data relating to the type of media shall be stored.

The Farebox control and management system shall be retained in solid-state memory and not require battery backup. All persistent files shall be stored in solid state memory. Persistent files are fare tables, functions and values of the trip category keys, class and activity data storage, Farebox door open, cashbox removed, and all other events and alarms. The Farebox system shall permit automatic upload and clearing of persistent files.

Fare table updates shall be transmitted to the Farebox by way of the Base Computer System. Fare tables shall be updated as a regular component of the daily probing sequence and shall occur within the maximum probing time specified under probing.

The farebox shall securely and accurately record all transactional information, including sales data, operational errors and exception conditions, passenger information, and operator commands. At a minimum, the farebox shall record data for all transactions as follows:

1. All payment transaction, including the value of coins, bills, magnetic fare cards and optionally smart cards
2. Type of media processed.
3. All operator fare classification commands
4. Route
5. Run
6. Latitude and Longitude
7. Farebox power off
8. Farebox power on
9. Operator log-on
10. Operator log off
11. Door/cover opened (including identification of door/cover)
12. Door/cover closed. (including identification of door/cover)
13. Successful data probe of transactional data
14. Unsuccessful data probe of transactional data
15. Successful download of Farebox configuration data
16. Unsuccessful download of Farebox configuration data
17. Cashbox access door opened (at times other than revenue service after data probing)
18. Cashbox access door closed
19. Cashbox removed by unique asset ID

20. Cashbox inserted by unique asset ID
21. Farebox errors and failures
22. Security errors and intrusions
23. Coin jams
24. Clearance of coin jams
25. Bill jams
26. Clearance of bill jams
27. New fare table selected
28. Lost Connection
29. Date and time of payment (to the highest resolution of the embedded clock)

The Farebox shall permit the operator to enter fare Passenger information through the OCU, and shall match such Passenger information to payment transactions. Passenger information shall be selectable by the operator by entering the command with the OCU or by pressing the OCU "soft key" that has been assigned to the fare category.

Passenger classification shall be recorded in a manner that permits the matching of passenger information with payment information.

The farebox shall record all errors and exceptions including errors resulting from jammed bills or coins, mechanical malfunctions, operator errors, and all such conditions where the normal operation of the Farebox may be disrupted. An individual record with date, time, and other relevant details, shall be written for each occurrence of an error or exception. Errors and exceptions shall be recorded in such detail that an analysis of this information shall represent a full and complete picture of the Farebox performance.

In addition to transactional data, the farebox shall maintain running counts by operator shift of other items such as total number of coins rejected, total number of bills rejected, and other items as required. Under no circumstances shall the farebox discard detail data or substitute summary data, except as configured by SamTrans. All transaction and revenue data shall be date and time stamped to the highest resolution of the available clock. All transaction and revenue data shall be assigned a unique (per farebox) incrementing record sequence number at the time it is recorded

The farebox shall provide adequate data storage capacity to store accurately and securely a minimum of 30 days of full revenue and transactional data. When the capacity of the Farebox data storage is reached, the Farebox shall suspend normal service and indicate that data probing is required.

Transactional data shall be communicated to the Base Computer System when data is probed prior to revenue service. After successful data probing, the farebox shall continue to retain the transactional data until the Base Computer System directs that the data can be deleted from the farebox. At any time, the Farebox shall be able to be probed for transactional data for the current revenue shift (data for cashbox currently installed).

The Base Computer System shall not direct the farebox to delete the transactional data for any revenue shift unless directed by the Central Computer System after successful receipt and processing of that data by the Central Computer System.

Alternative technologies for the storage of data, which provide the same capacities and functionality, shall be permitted, subject to the approval of SamTrans.

5.5.4 Additional Transaction Processing

While in revenue mode, the Farebox shall be capable of continuously and automatically accepting and verifying all coins and bills presented for payment. Coins and bills that are successfully verified shall be deposited into the Cashbox, and their value shall be displayed on the OCU and on the passenger display.

The default fare is "Adult Fare". The Farebox shall automatically classify a transaction as "Adult Fare" if that amount is entered and the operator does not press a fare class key within a software configurable timeout period.

5.5.5 Diagnostic Records

The Farebox shall automatically test all components and functions on every power up. Errors detected during this self-test function shall be recorded in the Farebox transactional data, and displayed to the operator on the OCU display.

The performance of the Farebox shall be continuously monitored during operation, and all errors, exceptions, anomalies, and other items required by SamTrans shall be recorded in the Farebox transactional data reported to the operator on the OCU.

5.6 Coin Handling

5.6.1 General

The coin validator shall be capable of processing and validating coins and tokens. The coin validator shall determine the validity of inserted coins based on their metallic content and shall be capable of distinguishing between ten (10) different valid coins/tokens provided each item has a distinctive metallic signature. The coin validator shall accept, validate, and count the value of pennies (1¢), nickels (5¢), dimes (10¢), quarters (25¢), and Susan B. Anthony and Sacagawea dollar coins (\$1.00) and two (2) sizes of tokens. The validator and associated logic shall be solid state, employing no motors or moving parts for the validation process. Coins accepted by the validator shall have their value recorded in the Farebox ECU unit. The passenger and OCU shall correctly display the fare paid.

5.6.2 Coin Slot

The coin slot shall be positioned on the top surface of the Farebox and shall allow the rapid gravity insertion of coins and tokens by passengers. It shall be shaped to direct inserted coins into the Farebox and designed to deter the entry of paper or large foreign matter into the coin slot to minimize coin jams. The coin entry slot shall be illuminated. Inserted coins shall be directed to the coin validator.

5.6.3 Coins Accepted

The cash handling mechanisms shall accept and accurately count "street quality" coins. The Farebox shall be resistant to jams or malfunctions created by coins, or foreign objects.

5.6.4 Tokens Accepted

SamTrans will provide to Contractor a minimum of 300 sample tokens in order to calibrate the coin validator. The sample tokens shall be returned or accounted for by the Contractor upon conclusion of the Contract. Contractor shall take appropriate security measures to ensure that sample tokens are not fraudulently returned to circulation.

5.6.5 Coins and Tokens Rejected

Rejected coins shall be returned to the passenger via a coin return cup, located on the front of the Farebox. The coin return cup shall be fitted with a transparent spring-loaded door or designed to prevent coins from falling from the cup.

The coin acceptor shall reject counterfeit and foreign coins, tokens, and invalid items such as slugs and washers. Coins detected as invalid, such as bent coins, tokens, slugs, washers, counterfeit coins, and foreign coins shall be diverted directly to the coin return cup.

The operator shall have the option to bypass the coin return and accept a rejected coin.

5.6.6 Unit Configuration

The coin mechanism shall be programmable so coins and coin series can be quickly and easily added, modified, or deleted without modification to Farebox hardware.

5.7 Bill Handling

5.7.1 General

The bill validator shall be capable of processing and validating US issued banknotes. The bill validator shall not be susceptible to the accidental entry of coins. The mechanism used to transport the inserted bills to the validator shall not require precise insertion by the passenger. A guide surface shall be provided to assist in the entry of the banknote into the validator.

The bill transport shall accept "street" condition bills including wrinkled, torn, folded, or damp bills without jamming.

The validator shall show a green light when it is ready to accept bills or alternatively, by means of a red light, that it is not ready or able to accept bills.

5.7.2 Currency Insertion and Rejection

The bill validator shall accept an inserted bill in any one of four orientations – face up, face down, either end first. The acceptor logic shall examine the inserted bill and determine its validity and denomination. Invalid currency and denominations that have not been programmed for acceptance by the Farebox shall be rejected.

Any of the bills listed may be programmed by the system to be temporarily rejected for policy reasons until the policy is changed.

All bogus bills, foreign currency, and photocopies of valid currency shall be rejected.

The Farebox shall reject:

- Bills inserted into the transport in folded condition, thus reducing the overall length of the bill by more than 1/2" (one-half inch).
- Bills having tears more than 1/2" (one-half inch) long.
- Bills having internal holes or tears
- Bills having tape or other foreign material adhering to it

If a bill is rejected, the transport mechanism shall reverse and the item shall be returned to the passenger.

5.7.3 Currency Accepted

The validator shall accept and validate the following U.S. banknotes:

Denomination	Series	Introduced
\$20	1996-2003 Old style	Not available
\$20	2001	Not available
\$20	2004	10/902003
\$10	1999-2003 Old style	Not available
\$10	2001	Not available
\$10	2004	3/2/2006
\$5	1999-2003 Old style	Not available
\$5	2001	Not available
\$5	2004	2/13/2008
\$1	Existing	Not available

Processing time shall be less than two (2) seconds per bill regardless of the denomination being processed, as measured from the time the bill acceptor begins to draw in an inserted bill until it is ready to accept another bill.

5.7.4 Transport

The bill validator shall feed an accepted bill into a bill transport, which shall deposit the bill into the cashbox. No force shall be required to cause the bill transport to start. Solid-state devices shall be employed to start the bill transport. The transport shall operate until the bill has been deposited into the Cashbox.

5.7.5 Manual Override

Upon examining a rejected bill and deciding that it should be accepted, the bus operator shall have the ability to activate an "accept next bill" feature using the Farebox keypad. This feature shall allow the bill validator to accept the next inserted item without regard to its validity. One and only one bill shall be accepted upon activation of the "accept next bill" feature. Following acceptance, the validator shall revert to normal operating mode. All uses of the "accept next bill" feature shall be recorded by the Farebox and uploaded to the data system. SamTrans shall have the ability to limit use of the feature to certain denominations of bills. It is understood that due to the possibility of human error manually accepted bills are to be excluded from Farebox accuracy calculation.

5.7.6 Accuracy

Valid bills shall be accepted at a rate of not less than 95% on first insertion and 99% on second insertion.

5.7.7 Unit Configuration

The currency acceptor mechanism shall be programmable so bills and bill series can be quickly and easily added, modified, or deleted without modification to Farebox hardware.

5.8 Jam Clearing and Bypass

The farebox shall continuously monitor the coin and bill handling systems, and shall be able to automatically sense and report bill and coin jams. All detected jam conditions shall be recorded in the Farebox transactional data, and displayed to the operator on the operator control unit display. Upon sensing a jam, the coin or bill processing shall be disabled until the jam is cleared.

The operator shall be able to attempt to clear bill jams through operator control unit commands. After completion of the jam clearance function, bill processing shall be automatically re-enabled.

In the event that the coin slot is jammed or the coin validator is inoperative, a means shall be provided to permit coins to pass directly from the coin insertion slot to the Cashbox, bypassing the coin validator. Coins processed in this manner shall not be counted or registered by the Farebox.

Use of the coin bypass mechanism shall not affect the security of the Farebox or the collected revenue. Activation of the coin bypass mechanism shall require deliberate action by the operator. The Farebox shall provide visual indication of the bypass to alert the operator of the bypass mode. The operator shall have the capability to deactivate the bypass with a minimum of two keypad actions. The Farebox shall note in its memory and retain for data transmission the exact times when the bypass was activated and deactivated.

When the coin bypass is activated, bills and electronic farecards shall continue to be accepted, registered and processed in a normal manner. When probed, any farebox that has been placed in bypass since the last time it was probed shall emit a tone that is noticeably different from the normal probe tone to indicate that the farebox is in the by-pass mode and requires remedial action.

The bill and coin handling units shall be designed for ease of clearing coin and bill jams while the bus is in service. The procedure to clear a bill or coin handling unit jam shall not require more than 2 minutes from start to finish.

5.9 Cashbox

5.9.1 General

The Cashbox shall have two individual and separate compartments to receive and retain coins and bills in their respective compartments. The Cashbox shall maintain separation of coins and bills at all times. The Cashbox shall have a minimum storage capacity of 600 bills, \$500 in mixed coins and 200 tokens.

The Cashbox shall be constructed of a durable, lightweight material. Rough service shall not cause the Cashbox to become distorted or inoperable. A fully loaded Cashbox shall suffer no operational impediment or security breach, if dropped in the upright position to a hard floor and landing on its bottom or bottom corner from a height of 36 inches. The Cashbox shall not distort when filled to capacity.

The Cashbox shall be designed so that it securely locks during revenue service. After removal from the Farebox, the Cashbox shall remain locked until placed in a Receiver Vault as described below. The cashbox shall have an interlock that requires the cashbox to be vaulted before it can be re-inserted in a farebox. The interlock is enabled when the cashbox is pulled from the farebox and disabled or reset by the Cashbox Receiver.

Cashboxes shall be interchangeable among Fareboxes. The Cashbox shall fit into the Farebox only in a singularly correct position and shall easily be placed into the ready position to collect revenue. The Cashbox insertion and removal procedure shall be designed to guide positively the Cashbox into and out of the Farebox and the Cashbox Receiver.

Under normal operations, the Farebox shall recognize the presence of a Cashbox properly engaged and ready for service. The absence of a Cashbox properly engaged shall cause the Farebox not to accept monies until the Cashbox is properly engaged. The method employed shall be subject to the approval of SamTrans (CDRL 303).

The Cashbox shall be designed to minimize risks to personnel associated with lifting, replacing and carrying the Cashboxes between the buses and the Receivers.

The Farebox shall automatically monitor the level of bills and coins deposited in the Cashbox, and shall, without disclosing the contents of the Farebox, send an alarm to the operator when the Cashbox reaches a software configurable percentage of bill or coin capacity for appropriate action (i.e., notify dispatcher). The alarm shall remain active until the Cashbox is extracted. Separate alarms shall be provided for the bills and coins.

When coin capacity reaches 100% of the configuration amount, the Farebox shall notify the operator and automatically disable coin acceptance. After coin acceptance is disabled, the Farebox shall reject all inserted coins and return them to the passenger. When bill capacity reaches 100% of the configuration amount, the Farebox shall automatically cease accepting bills. The Farebox passenger display shall be software configurable to notify passengers automatically when coin and/or bill acceptance is turned off.

Each Cashbox shall be delivered with a unique electronic ID that is readable by the Farebox and the vault/Base equipment counting station Receiver. This ID shall be indelibly printed on the Cashbox in text and bar code formats. All cashbox alarms shall be reported to the J-1708 Interface as provided for in J-1587.

The means and methods employed for Cashbox electronic ID shall not require electrical contacts, plugs, or other physical connections between the farebox and the cashbox.

5.9.2 Electronic Cashbox Access Door Locking System

The Farebox cashbox access door shall be mechanically latched. The mechanism to unlatch and gain access to the cashbox during normal operation shall be by an electronic key security system that is enabled in the probe mode. The farebox control system shall permit the cashbox door to be unlatched for maintenance by entering special access control codes on the OCU. The cashbox door shall be capable of being unlatched mechanically from inside the farebox. The electronic key shall be modifiable by downloading Farebox configuration data under a secure transmission from the Base Computer System.

The Farebox shall be provided with a sensing device capable of monitoring the length of time that the cashbox security door is open. If the cashbox security door is opened, longer than a configurable duration, an alarm signal shall be recorded within the Farebox memory and transmitted to the J1708 interface at the time of occurrence. The alarm shall be reported to the Base Computer System upon probing. The length of time shall be a configurable from 30 seconds to 300 seconds. This process shall be described and submitted to SamTrans for review and approval (CDRL 304).

5.10 Magnetic Fare Card Processing

5.10.1 General

There shall be two magnetic stripe card units. One unit shall be a read only card unit called a Magnetic Card Swipe Reader and the second unit shall be a read and write unit called a Magnetic Card Processing Unit.

Passengers entering the bus with read only cards shall process the cards on the Magnetic Card Swipe Reader. Passengers entering the bus with read and write cards shall process Magnetic Card Processing Unit

Passengers entering the bus with un-activated farecards may insert their farecard into the Ticket Processing Unit entry slot to be encoded, printed and returned

Tickets and passes shall be issued according to commands entered on the Operator Control Unit (OCU).

5.10.2 Magnetic Farecard Encoding Features

The magnetic fare card shall have as a minimum the following fields magnetically encoded on the magnetic stripe.

- Serial number
- Date and time issued
- Date and time last used
- Where issued
- Expiration date
- Use class
- Issue machine ID number
- Route/location
- Rides remaining
- Direction
- Remaining value
- Print line/code

5.11 Magnetic FareCard Swipe Reader

5.11.1 Farecards on Swipe Reader

The Magnetic Card Swipe Reader shall permit passengers to swipe cards through a slot easily and rapidly. The reader shall have its slot oriented so that cards can be easily swiped from either direction. The read mechanism shall accommodate ISO Thin Flexible Card plastic stock.

Valid and undamaged magnetic farecards swiped through the card reader shall be successfully accepted and read on first proper insertion at a rate of not less than 99%. The cumulative acceptance following second swipe shall equal or exceed 99.5%.

Invalid magnetic farecards shall be maintained on a list by the SamTrans. When a farecard is swiped on the Magnetic Card Swipe Reader, the card information is compared to a list of up to 10,000 farecard numbers to determine if the farecard has been hot-listed for any reason. Farecards may be hot-listed at the SamTrans back-office because the farecard is invalid according to rules on farecard use.

The swipe card reader shall allow automatic processing of a correctly swiped, valid magnetic card in 0.5 seconds or less. Use of the swipe reader shall not impede passenger boarding or flow in any manner. The processing time is defined as when the magnetic stripe information is beginning to be read by the magnetic reader head in the swipe reader until the display is presented to the passenger and including the validation against the full 10,000 hot card list.

5.11.2 Optional Credit Card Processing

Magnetic Card Swipe Reader shall be configurable for credit card processing. Credit card transactions will be stored for subsequent uploading to the data system when the bus is probed at the bus Base.

When a credit card is swiped on the Magnetic Card Swipe Reader, the card information is compared to a list of up to 10,000 credit card numbers to determine if the card has been hot-listed for any reason. Cards may be hot-listed at the SamTrans back-office because the SamTrans credit card clearinghouse processor has blocked the card or because of SamTrans "flow control" rules on credit card use. Cards that are on the list are rejected for fare payment.

All valid transactions will be processed by SamTrans back-office systems that are not a part of this contract.

All transactions shall be recorded by the Farebox with all information required by the credit card clearinghouse processor and retained in memory for subsequent uploading to the Base computer system.

The Base computer system shall upload the information as it is received from a probing of the bus when it arrives at the Base.

Credit cards may be used for fare payment for any of the following fare products:

- Adult – local, Express, San Francisco
- Senior – local, San Francisco
- Student – local, San Francisco
- SamTrans Day Pass
- User Defined Fare Classes

The processing of credit cards for seniors, students and Day Passes shall require the bus operator to press an appropriate button on the OCU to correctly record and complete the transaction. The default condition will be an adult fare if no button is depressed. The passenger display will show the fare type, amount and success of the transaction.

Transactions that cannot be completed because the card is hot listed shall display “Contact Bank” in the passenger display.

Credit cards that are processed on the Magnetic Card Swipe Reader shall be processed in 1.0 seconds or less. Use of the swipe reader shall not impede passenger boarding or flow in any manner. The processing time is defined as when the magnetic stripe information is beginning to be read by the magnetic reader head in the swipe reader until the display is presented to the passenger and including the validation against the full 10,000 hot card list.

5.12 Magnetic FareCard Processing Unit (MCPU)

5.12.1 General

The farebox shall be provided with an integral Magnetic Card Processing Unit (MCPU) that shall process magnetic stripe, farecards. The farecards shall be coated for thermal printing by heated pin method. The MCU shall be capable of performing the following functions:

- Accept and read a previously issued magnetic farecard such as a stored ride or stored value card, transfer, or pass, and:
- If the card is valid, encode, verify, and print on it as appropriate, and return it to the passenger;
- If the card is invalid, reject it and return it to the passenger.
- Upon operator command, issue, print, encode and verify a transfer, day pass, change card, receipt, audit ticket or other agreed upon farecard from an internal cassette of blank un-encoded farecards.

The MCU shall be capable of processing ISO compliant farecards. Documents to be issued shall be made of paper or plastic stock 0.007 inch thick. Documents to be printed shall have a thermal coating on the same side as the magnetic stripe.

The MCU shall be enclosed within the farebox. The MCU shall be designed to enable passengers to easily and rapidly insert and remove the card. Valid and undamaged magnetic farecards inserted shall be accepted and read on first proper insertion at a rate of not less than 99.5%.

The magnetic farecard re-encoding and verification rate shall be not less than 99.9%. Re-encoding failure is defined as a magnetic farecard that cannot be read by the MCPU after re-encoding.

The Contractor shall provide the capability for programmable layout of printed material on the ticket.

5.12.2 Magnetic Fare Document Processing Requirements

The magnetic stripe of the magnetic farecards shall be of the high coercivity type (typically 2700 Oersteds) and shall be placed in ISO tracks 2 and/or 3. Data on track 2 shall never be exposed to a write head and shall therefore be fixed. Track 3 shall contain variable data such as current value, date, time, bus number, route of last use, next available print location, etc.

All data on both the fixed and variable tracks shall be encoded at a minimum density of 120 bits per inch. All data encoded by the MCPU shall be verified before the farecard is returned to the customer. If an error is detected, the MCPU shall automatically re-encode the farecard and attempt to verify it again.

5.12.3 Magnetic Stripe Licensing and Ownership

SamTrans shall receive the ownership of the magnetic stripe format that is supplied under this contract. Contractor may customize its existing magnetic stripe format to convey the title to SamTrans. SamTrans will also consider licensing associated intellectual property of Contractor that is necessary to use the magnetic stripe format owned by SamTrans.

5.12.4 Printing on a Document

The MCPU shall have a full width thermal print head, which may be used to print information in the form of text, symbols and graphics anywhere on the farecard, except for a 1/8 inch outer margin and over the magnetic stripe. Resident fonts shall include not less than three sizes in regular and reversed (white on black) print. It shall be possible to store special symbols for use as required.

The MCPU shall be capable of printing the following:

- Remaining value on previously issued stored value Farecards
- Remaining rides on previously stored ride Farecards
- Expiration dates on previously issued period passes
- Expiration date, time, etc., on newly issued transfers, and a time stamp on previously issued transfers
- Change cards, passes, receipts, audit tickets, and other agreed upon Farecards.

For nonrenewable stored ride or stored value cards, the remaining value shall be printed on single lines in a column. For renewable cards, the remaining value shall be printed only when the value gets to a critical point representing one or two fares, indicating that the card should be reissued.

Blank Farecard stock shall have no value or other encoded information until printed and encoded by the MCPU.

Printing shall be on the magnetic stripe side of the farecard. Printing shall be of the thermal type, made up of dots with a resolution of greater than or equal to 190 dots per inch. The MCPU shall be capable of printing in a portrait orientation, up to 20 rows of type, not less than 16 characters per row, in a typeface of not less than 12 points.

The MCPU shall be capable of printing text in a variety of fonts and sizes in either landscape or portrait orientation. The MCPU shall be capable of printing graphics of any size up to the limit of the printing space on the farecard.

5.12.5 Transfer or Day Pass Issuance

Upon manual or automatic command, the MCPU shall be able to issue a transfer or pass that shall be encoded with the conditions of use and expiration on the magnetic track and printed in human readable form. The transfer or pass shall be printed on the die cut thermal stock contained within the MCPU.

5.12.6 Transfer or Day Pass Acceptance

The MCPU shall accept previously issued transfers or day passes from other similar fareboxes and determine their validity and authorized use. It shall accept the transfer, read it to determine validity, route of issue, and other agreed-upon restrictions of use, print on and re-encode the transfer as appropriate, register the completed transaction in memory, and return the transfer.

The farebox shall maintain separate "Transfers or Day Pass Issued" and "Transfers or day Pass Received" registers in memory and transmit the information collected to the data system during probing.

The MCPU shall be capable of being programmed to:

- Process transfers or passes with or without driver intervention. For transfers or passes processed without driver intervention, downloadable acceptance parameters shall include the ability to:
- Permit or exclude round tripping on transfers and to permit a stopover privilege on a continuing trip;
- Accept transfers based on direction of continuing trip.
- Issue a transfer, day pass, or proof of payment without changing farecard stock. Identification of the type of farecard shall be a downloadable text string printed on issue.
- Condition transfer acceptance on payment of additional fare

5.12.7 Change Cards

The MCPU shall create and issue "change cards." A change card is a farecard provided to the passenger whenever the amount inserted into the farebox is greater than the fare the passenger is required to pay. The change card will not be issued until the bus operator selects the correct fare product via the OCU. The change card shall function as a nonrenewable stored-value card on subsequent use. Change cards may be used in combination with cash for payment of full fare.

5.12.8 Receipts

The MCPU shall have the ability to print and issue a receipt from internal ticket stock. Such receipts may be provided for card upgrades, printout of one or more transactions using an optional smart card, or in conjunction with use of a credit card.

5.12.9 MCPU Card Stock Replenishment

The MCPU shall have an internal removable cassette that shall hold not less than 700 cards 0.007 inches thick. The cassette shall be removable to enable additional cards to be inserted or another full cassette inserted in its place.

The MCPU shall have sensors to indicate when the card stock is low, with approximately 100 cards remaining. The indications shall be visual on the driver's display.

A viewing window shall be incorporated into the farebox design to permit observation of the vertical stack of card stock in the MCPU. This window shall make it possible to determine the approximate amount of stock in the MCPU without having to open any lids or covers.

5.12.10 MCPU Processing Time

The MCPU shall have the following maximum processing times:

Read Only	1.0 second
Read, Encode and Verify	1.3 seconds
Read, Encode, Verify and Print	1.6 seconds
Issue, Encode, Verify and Print	2.0 seconds

5.13 Optional Contactless Smart Card Processing Unit

The Farebox shall incorporate an integral ISO/IEC 14443 compliant optional Contactless Smart Card processing unit. The optional Contactless smart card processing unit shall comply with all fare-processing requirements. The optional Contactless Smart Card processing unit shall perform all functions without the media having to leave the passenger's hand.

5.14 Optional BART Farecard Reading and Validation

As an option, Contractor shall provide the software to read and validate the BART Plus farecard. SamTrans will be responsible to obtain approval access and use the confidential information BART Plus farecard format. The BART Plus will be read in the farecard swipe reader. The date information will be read and validated against farecard rules, which will be downloaded and stored in the Farebox memory.

5.15 Optional TransLink® Smart Card Processing

5.15.1 General

TransLink® is a smart card based regional transit fare system developed by Motorola. TransLink® is scheduled for implementation in the SamTrans bus fleet during calendar year 2009. The TransLink® system and on-board equipment is designed to operate independent of the farebox. It will add additional equipment for operator and customer interface. SamTrans desires to integrate TransLink® with the farebox and back end sub-system. TransLink® is a proprietary smart card platform that will require the farebox smart card reader, electronic control unit and probe system to integrate a secure software and firmware interface to accept, process and report a TransLink® transaction.

The Contractor shall optionally indicate their interest, capability and experience in integrating a proprietary smart card platform and fare processing within their farebox and back end system.

5.16 Farebox Power

The Farebox power supply shall include adequate filters and other provisions to regulate the vehicle supplied power to suppress power spikes, noise and low voltage transients that could contribute to availability, erroneous signals or corruption of data. The power supply shall be isolated from electrical interference caused by such items as fluorescent lights, bus alternators, air conditioning units, radios, etc. Loss and restoration of power shall not result in any corruption of the data in farebox memory.

The farebox shall monitor and record each instance of the primary power source dropping below ten volts DC. In addition, after data probing these occurrences shall be available on the Base Computer System for on-line inquiry and reporting. Power supply monitoring information may be used to determine possible problems with power systems. The reporting shall be an event record stored in the Farebox and uploaded at probing for routing to AFC maintenance. Power alarms shall be reported to the J-1708 Interface for capture and correlation with other concurrent vehicular events that may have occurred and captured.

5.17 Bus Interfaces

The bus fare collection system shall communicate with computer-aided dispatch/automatic vehicle locator (CAD/AVL) system for exchanging data and in support of integrated operational functionality. ACS Transit Management Systems (formally Orbital TMS) provide the CAD/AVL system. The external communication architecture will be designed in conformance with open systems standards. The farebox shall be provided with an asynchronous serial communications port compliant with the SAE J-1708 and J-1587 standards in addition to communications ports utilized by Contractor provided devices.

5.18 Probing interfaces

5.18.1 Data Probe

The Base computer system shall provide the necessary transmission requirements, error checking and data input parameters, for the reliable transfer of data between farebox, cashbox receiver and the SamTrans Central Computer System.

As part of the revenue service process, and prior to the removal of the cashbox, the Farebox shall be connected to the Base computer system for the transfer of revenue and transactional information from the farebox and for transmittal of operational updates to the farebox. Probing in this context shall mean the bi-directional communications, using a data probe and/or wireless access points and shall be based upon industry standards. Probe access security shall be guaranteed by use of cryptographic authentication prior to all probe functions. At no time shall a cryptographic key be stored or transmitted wireless.

After revenue and transactional information is transferred to the Base computer system, any control or configuration information required including operational software updates shall be downloaded from the Base computer system to the farebox. The standard information to be transmitted by the farebox, and received and stored by the SamTrans Central Computer System shall include all data accumulated by the farebox since its last probing.

The probe shall clear all logon data.

5.19 Security and Access

5.19.1 General

The farebox and fare collection system shall be designed in a manner that establishes a direct audit trail between revenue deposited into the farebox ("registered revenue") and revenue counted in the money room ("deposited revenue").

The fare collection system shall provide the following functions to support the secure revenue audit trail:

1. Each Cashbox shall be delivered with a unique electronic ID resistant to duplication and counterfeiting.
2. The Farebox shall read the Cashbox electronic ID upon insertion of the Cashbox and periodically during revenue service.
3. The Farebox shall record and track all revenue deposited into the Cashbox, along with all other transactional detail information, and shall report this data to the Base Computer System when probed for data during revenue service.

4. The Farebox shall be capable of storing no less than thirty (30) days of full revenue and transactional detail information, without resorting to storing such information in summary form.
5. The Base Computer System shall transmit all Cashbox revenue data to the Central Computer System.
6. The Cashbox shall close securely and automatically lock prior to removal from the farebox, and the Cashbox shall be designed to prohibit removal from the Farebox unless it is in a closed and locked state.
7. Upon removal from the Farebox, no revenue within the Cashbox shall be visible or accessible.
8. Unlocking of the Cashbox to access the revenue shall not be possible without the "Cashbox revenue key," which shall be available only in the money room or Receiver/vaults. Alternative mechanisms for unlocking the Cashbox will be considered as long as they maintain revenue security.

Cash Vaults shall have both a visible and an embedded electronic unique identifier code or serial number. Embedded ID shall be readable by other components of the fare collection system.

5.19.2 Cashbox Access Door Security Switch

A set of contacts shall be provided to indicate the cashbox door open. The contacts shall be pre-wired for external termination. The Contractor shall be responsible for connection to the ACS terminal and for verifying proper operation of the interface.

5.19.3 Bus System Locks and Keys

Cashboxes and Cashbox Receivers shall have a common Cashbox key. If the removal and insertion of a Cashbox into the Farebox or Cashbox Receiver is awkward and/or lends itself to damaging or misaligning the Cashbox, Farebox, Cashbox Receiver or lock/key mechanisms, the system shall be rejected. Alternative vaulting concepts, which provide the same security and similar access controls, shall be considered.

Lock combinations and keys for all identical functions shall be keyed alike. Different combinations shall be provided for each function. Keys shall be separately serialized to permit easy insertion into the key control program in place at SamTrans. Keys shall be a high security type such as CyberLocks®.

Cashbox shall lock into Farebox housing with an electronically activated lock to prevent unauthorized removal.

Cashbox must securely close and automatically lock prior to removal from the Farebox.

Access control card based farebox security and access system for revenue collection and maintenance is a preferred method.

5.20 Power On/Off Switch

A manually operated on and off switch shall be provided to turn off the power to the Farebox. It shall be accessible by authorized personnel only and located behind a locked door or cover. This switch shall be rugged, in construction, intended for industrial use and shall have two positions (ON/OFF). It shall be clearly labeled so that the switch handle position points to or is aligned with the conditions indicated by the label.

5.21 Farebox Self Test and Diagnostics

The Farebox shall automatically test all components and functions on every power up. Errors detected during this self-test function shall be recorded in the Farebox transactional data, and displayed to the operator on the OCU display.

The performance of the Farebox shall be continuously monitored during operation, and all errors, exceptions, and anomalies shall be recorded in the Farebox transactional data reported to the operator on the OCU.

5.22 Test Points and Indicators

All circuits within the Farebox shall be designed to permit testing and/or voltage measurement of the various components/boards through designated test points that are clearly indicated and accessible. If test points are not provided, the use of extended boards is permissible with SamTrans approval.

5.23 CAD/AVL Interface

The Computer Aided Dispatch Automatic Vehicle Location (CAD/AVL) system already installed will be the primary log-on or log-off location for the bus operator, with the farebox keypad as a secondary log-on/log-off location. The farebox system shall communicate with the CAD/AVL system to accept transfer of data to the farebox including at a minimum:

- Operator ID (field length to be determined)
- Route and Run number (field length to be determined)
- Current date and time (upon log on)
- Employee Smart Card ID
- Stop location (Lat and Long)

The Contractor shall provide SAE J-1708 interface for the operator to use an employee optional smart card to log on to the CAD/AVL system via the farebox.

The vehicle location (latitude/longitude) shall be accepted by the farebox and related to the data when one of the above data elements is entered or modified, together with date, time, vehicle number and run number. The farebox shall transfer the following information to the CAD/AVL system:

- Log on/Log off activity (at the farebox)
- Farebox Alarms

The format of the messages transferred shall conform to the SAE J- 1587 standard.

The following alarm conditions shall be forwarded in real time:

1. Cashbox full - Bills - Alarm shall be created when the bill portion of the Cashbox is "full", i.e., it has reached a preset capacity.
2. Cashbox full - Coins - Alarm shall be created when the coin portion of the Cashbox is "full", i.e., it has reached a preset capacity
3. Cashbox removed - Alarm shall be created whenever a Cashbox is removed from a vehicle on the road.
4. Farebox bypass set – Alarm shall be created when the vehicle operator sets the farebox to bill or coin bypass mode.
5. Cashbox door opened in service - Alarm shall be created when the Cashbox door is opened on a vehicle on the road.

6. Maintenance Access - Alarm shall be created when any maintenance cover/door of the farebox is opened when the vehicle is on the road.
7. Farebox out of service - Alarm shall be created whenever a farebox event causes the farebox to be automatically shutdown.
8. Cashbox inserted – if a cashbox can be removed and inserted without being vaulted then an alarm is required if a cashbox has been removed from a vehicle on the road and immediately reinserted. The Cashbox number shall be included with the message.

5.24 Farebox Software

5.24.1 General

All software for the farebox and supporting systems shall adhere to the functional requirements. Source code shall be properly documented to facilitate programmer understanding of the processing steps coded within each routine and the relationship to the system or subsystem function. Source code documentation shall include change control and revision history tracking. Prior to final acceptance, the Contractor shall deliver to SamTrans an electronic copy of the source code, object libraries, licenses and other files and tools necessary to build the operating object code for SamTrans unique software applications. The following software applications are representative of software that is unique to SamTrans:

1. Fare type recognition
2. Fare table configuration
3. AVL integration with the farebox.

5.24.2 Clock

The farebox shall accurately maintain date and time and/or day of week and time. The date/day of week and time data shall originate at the Central Computer System and shall be distributed to each farebox by the Base Computer System when the farebox is probed. The process of updating time/date and maintaining the system in synchronization shall be clearly explained in the Contractors proposal. The farebox electronic time clock shall not deviate more than 15 seconds between probing, and time and date shall be protected from a power failure for at least 14 days. The clock shall use the presently employed Network Time Protocol for the update of date and time information at the Central Computer.

5.24.3 Data Collection Operations

The Base Computer System shall provide the necessary transmission requirements, error checking and data input parameters, for the reliable transfer of data between farebox, cashbox receiver and the Central Computer System.

As part of the revenue service process, and prior to the removal of the cashbox, the farebox shall be connected to the Base Computer System for the transfer of revenue and transactional information from the farebox and for download of operational updates to the farebox. Probing in this context shall mean the bi-directional communications, using a data probe and/or wireless access points and shall be based upon industry standards. Probe access security shall be guaranteed by use of cryptographic authentication (using AES or other approved standard) prior to all probe functions. At no time shall a cryptographic key be stored or transmitted wireless.

After revenue and transactional information is transferred to the Base Computer System, any control or configuration information required including operational software updates shall be downloaded to the farebox. The standard information to be transmitted by the farebox, and received and stored by the Central Computer System shall include all data accumulated by the farebox since its last probing:

1. All transaction level data
2. The date and time of probing

3. The bus number and farebox number
4. The stored operator badge numbers.
5. The stored route and trip numbers.
6. The cumulative number of times the farebox has been probed.
7. The date and time of the last six probes, including the probe number
8. The revenue totals.
9. Bill, coin, and optional smart card fares
10. Selective registration of fares (e.g., key categories 1-9)
11. Cashbox number
12. All alarms activated with the date and time alarms were activated.
13. Such other information as may be required to produce the specified reports.
14. Serial number of successful optional smart card autoloading and associated transaction
15. Card serial number identified as hot list items sensed.

5.24.4 Data Transfer

The transmission of data from the farebox to the Base Computer System shall not exceed three (3) seconds for all data identified above plus one (1) additional second per ten (10) trip records as identified below. Trip records shall be designed by the Contractor and submitted to SamTrans for approval (CDRL 305).

The Base Computer System shall download into the farebox memory new fares for the presets, associated keypad values and the serial numbers of negative listed cards each time a farebox is probed.

The Central Computer System shall be used to enable updates. Updates are transferred from the Central Computer to the Base Computer System, which shall be used to update the fares within each of the fareboxes being probed. These updates shall include as a minimum:

- Values of the preset full fares,
- Values and function of each individual operator keypad button
- Time of day shall automatically be transmitted to correct the clock in the farebox each time the farebox is probed.
- Negative list of invalid pass numbers and optional smart cards
- Positive list of optional smart card numbers ready to receive autoloading.

Upon successful uploading and downloading of all data with the Base Computer System, the farebox shall allow the opening of the revenue door to permit removal and vaulting of the Cashbox. A probe shall unlock and open the cashbox door to pull the cashbox for vaulting. The probe shall be used to transfer revenue data and lock codes. All other data may be sent via the wireless communications mechanism. The Contractor shall be responsible for system security and firewall protection with the use of wireless communications. The latest techniques for machine security shall be employed and shall require approval of SamTrans and submitted in CDRL 306.

5.24.5 Role Based Access Control

A Role Based Access Control security feature shall be provided for SamTrans administration of access to the farebox management and control system software, files, and the Base Computer System applications and data files. Access to farebox raw data files, Base Computer files and applications shall be defined by roles within each SamTrans organization with responsibility or rights for use, maintenance and security.

The Role Based Access Control feature shall allow SamTrans to define rules and access rights within a role.

6 Base Revenue Collection System

6.1 Stationary Vault

6.1.1 General

The revenue deposited into the Cashbox in each farebox shall be transferred to a stationary vault. The stationary vault will consist of a Cashbox Receiver, secure vault housing and a Mobile Bin.

The Cashbox Receiver shall accept a Cashbox and by means of a mechanism operated in a secure manner the Receiver shall open the Cashbox and discharge its contents (coins and bills) into separate compartments in the Mobile Bin located below the Receiver.

The Mobile Bin shall accept the separated coins and bills from the Receiver and store them in separate compartments. The Mobile Bin shall be removable from the vault structure but only in a closed and locked condition. The Mobile Bin structure and design shall permit lifting by a forklift for transport to the money counting room.

The vault structure shall be permanently installed. The vault structure and appurtenances shall be installed in the existing vault room at each Base. The Contractor shall specify the installation, structural, environmental and power requirements to operate and maintain the vault system. The specification shall be detailed for SamTrans assessment of the impact of the Contractors vault system on cost and resources. The specification shall be quantitative and delineate construction and installation details.

6.1.2 Data System Interface

Each Cashbox Receiver System shall be connected to the Base Computer System via a serial communications link. The Base computer system shall be capable of automatic tracking of cashboxes and the mobile vault by a unique identification number.

6.1.3 Cashbox Receiver

The Cashbox Receiver shall have a mechanism at the top of the vault into which a Cashbox is inserted. The Cashbox shall be accepted by the Receiver in one and only one orientation for revenue transfer. The Receiver shall have with a heavy interlocked door and designed so that the Cashbox is positively guided in and out. Once the door is closed and locked the Cashbox contents shall be securely transferred into the dual compartments of the vault. The Receiver door shall remain locked until the revenue transfer process is complete. During the transfer process, neither the interior of the cashbox nor the vault shall be visible nor shall access be allowed.

The revenue transfer process shall be manual in operation, require no electrical devices or components. In the event of power or battery failure, it shall be possible to continue transfer revenue in a secure manner.

The revenue transfer process shall take no longer than ten (10) seconds, as measured from the time the Cashbox Receiver door is closed until the door is opened.

Keys shall not be required to operate the Cashbox Receiver in normal revenue transfer use. All engagements and/or alignments shall be positive and automatic.

All Cashbox Receivers shall be of the same dimensions and shall accept all Cashboxes supplied under this contract. The Contractor shall submit structural diagrams CDRL 308 and installation plans to SamTrans for approval (CDRL 307).

6.1.4 Vault Housing

All parts of the vault shall be made of non-corroding or plated materials or shall have been cleaned, prepared, and painted with weather resistant coating. The front surface, door and interior of the Receiver

shall be stainless steel for corrosion resistance and wear. All doors on the vault and Receiver shall be structurally rigid with heavy-duty hinges. All locks used on the vault shall be of the high security type.

The interior of the vault shall have guide rails and plates to guide and correctly position the Mobile Bin upon insertion. The vault shall have mechanical interlocks that sense the presence of a Mobile Bin properly seated and ready for operation. If the interlocks are not satisfied, the Cashbox Receiver will not accept or process a Cashbox.

6.1.5 Mobile Bins

The Mobile Bin shall be configured with two separate interior compartments, one for coins and tokens and the other for U.S. bills and tickets. During the revenue transfer process, the coins from the Cashbox will go into the coin compartment while the bills and tickets will remain separated from coins and go into the bills and tickets compartment.

The Mobile Bin will have two large revenue discharge doors, one for coins and one for bills. Each door will be secured by a high quality security lock. Coins will be discharged from the bin by gravity using sloped stainless steel bottom surfaces to aid in the process. Revenue discharge doors and openings will be securely designed to prevent exposure of revenue except when opened in an authorized manner.

The Mobile Bin shall have capacity to hold not less than a total of 10,000 in "street" money bills and not less than a total of 10,000 in coin and tokens.

All of Mobile Bins provided under this contract shall be identical in manufacture and dimensions and shall be interchangeable between any of the Cashbox Receivers and vault housing. The Contractor shall submit braking system design for approval at the Preliminary Design Review. CDRL 201.

6.1.6 Installation

The Contractor shall provide all materials and labor required for proper installation of the revenue collection system. The Contractor shall provide SamTrans all vault infrastructure and interface requirements to receive, install, connect and conduct operational readiness testing of the system. SamTrans is responsible for site or facility modifications that may be required for installation of the revenue collection system.

6.1.7 Revenue Audit Unit

A revenue audit unit shall be provided for the purpose of emptying a Cashbox and examining the contents without the use of a vault.

The unit shall be provided with a high quality security locking system to secure the containers into which revenue is emptied and to prevent unauthorized use.

6.2 Additional Mobile Bins

The Contractor shall provide three additional Mobile Bins that will be used by SamTrans to circulate among stationary vaults during servicing the vaults. The additional Mobile shall be fully compatible to all other bins and shall function in any of the stationary vaults.

7 BASE COMPUTER EQUIPMENT

7.1 Base Computer

The Base Computer system shall be a commercial Microsoft operating system and Oracle compatible system that communicates over a network using TCP/IP. The physical media shall be any mixture of land-based or wireless based technologies. Base Computer systems shall be server based hardware with RAID 5 storage and backup software.

The Base Computer System will be installed in an industrial environment and shall be qualified for normal operation in that environment. All farebox transactions, maintenance activities, system and fare collection system events and alarms generated shall be transmitted to and stored at the Base Computer System. This data shall be accessible via a Contractor supplied workstation and the network. The Base Computer System database management application shall be Open Database Connectivity compliant. The Base Computer System database shall be compatible with standard reporting using Contractor supplied report building capability or commercially available database report builder applications.

All equipment shall be delivered fully configured, with the hard drive formatted and all software installed and ready for use. The system shall have been thoroughly tested and burned-in prior to delivery.

The storage capacity shall be capable of storing all of the data from 1,000 fareboxes with maximum route/run records. As new farebox records are added, the system may be configured to delete the oldest records on the disk drive. The number days of detailed data and months of summary data that is retained shall be fully configurable.

All data shall be exportable to an external computer on the network. The export format shall be selectable and shall include Microsoft Excel, CSV compatible formats.

7.2 Data Requirements

7.2.1 General

The Base Computer shall communicate with the fareboxes to extract transaction and event data and download operating parameters and related information. The Base Computer shall communicate with the vault to extract Cashbox identification from Cashboxes inserted in the Receiver. The Base Computer shall be complete and fully functional, with all necessary items of hardware and software installed and tested, and shall be furnished with such software licenses as may be required. The Base Computer shall manage one or more data probes either wireless or infrared capable of extracting and storing data from the bus fareboxes. The data system shall be capable of generating comprehensive management reports for use by SamTrans.

7.2.2 Access to Computer Reports

Both summary and detailed farebox data shall be stored on a password-protected database server to ensure that the original revenue and ridership data cannot be modified. This data shall be capable of being converted to a comma-delimited ASCII file format for export to third-party software. Software shall be available in the data system to allow backup and retrieval of files.

The data system shall have multitasking capability and shall be able to accommodate probing, report generation, and other tasks simultaneously. Lockup of one task shall have no effect on concurrent tasks. Data probing shall not be affected by operation of concurrent tasks.

7.2.3 Fare Table

The Base computer system shall include the software of changing the fare tables in the Fareboxes. The fare table information is as specified for the central computer system. The Base computer system capability will be used whenever the central computer system is not capable of sending the fare table information to the Base computer system.

7.3 Base Computer System Probing

The Base Computer System shall provide the necessary transmission requirements, error checking and data input parameters, for the reliable transfer of data between farebox, cashbox receiver and the Central Computer System. Probing is the bi-directional communications, for data transfer between the farebox and Base Computer. The Base Computer System data probe shall be successfully completed before the cashbox door automatically unlocks for cashbox removal. Probe access security shall be guaranteed by use of cryptographic authentication (using AES or other approved standard) prior to all probe functions. At no time shall a cryptographic key be stored or transmitted wireless.

7.4 Uninterruptible Power Supply

7.4.1 General

An uninterruptible power supply (UPS) shall be provided for each Base computer. The combined data system and UPS shall insure accurate transmission of data between a farebox and the Base computer. The UPS shall isolate the Base system from power fluctuations as stated below:

7.4.2 Complete Power Loss.

The UPS shall automatically switch from normal (120 VAC, 60 Hz) to standby power upon a complete loss of normal power. The pickup time of the standby power shall be less than the drop time(s) of the computer system, thus providing uninterrupted power to the data system. The UPS shall transfer back to normal power source automatically when the normal source has recovered to a level consistent with the data system requirements.

7.4.3 Power "Brownout."

The UPS shall maintain input power to the data system at a level sufficient for normal operation when the external AC voltage drops below normal. The UPS shall transfer back to the normal power source when the normal source has recovered.

7.4.4 Overvoltage

The UPS shall maintain input power to the data system at a level sufficient for normal operation when the AC power source rises above the data system's recommended high voltage limit. The UPS shall transfer to the normal power source when the source level is in the correct range of voltage.

7.4.5 Line Transients

The UPS shall suppress line transients typical of AC power circuits.

7.4.6 Design

Batteries used in the UPS shall be gel type or approved equal, subject to the approval of the SamTrans. The UPS and batteries shall be sized to have a battery service life of at least five years before replacement is required. Batteries prone to leakage shall not be used.

The batteries shall be maintenance-free and shall not emit corrosive gases. Special ventilation shall not be required for the UPS system. The UPS shall be capable of maintaining a constant flow of power for up to 10 minutes. The UPS shall be rated sufficient to operate the entire data system (excluding the printer), including probing, without loss of data.

8 CENTRAL COMPUTER SYSTEM

8.1 General

The Contractor shall provide a central computer server based hardware with RAID 5 storage and backup software. The operating system shall be Microsoft with Oracle database management system installed and configured. The Central Computer System shall poll and consolidate the Base Computer Systems data. Updates are passed from the Central Computer to a Base Computer System, which shall be used to update the fares within each farebox being probed. These updates shall include as a minimum:

- Values of the preset full fares,
- Values and function of each individual operator keypad button,
- Time of day shall automatically be transmitted to correct the clock in the farebox each time the farebox is probed.
- Hot list of invalid pass numbers and optional smart cards

The time and date used for transmission to fareboxes shall originate from the Central Computer System.

8.2 Central Computer System Transaction Log

8.2.1 Transaction Log

A transaction log shall be maintained in the central computer system. The transaction log shall maintain a record of all uses of passwords to access reports, those reports accessed, the time of log on and log off, etc. In particular, all editing of data in the system shall be recorded in the transaction log. The transaction log shall maintain this information for a minimum of 60 days. It is not to be subject to editing by users through any Contractor data system software.

8.3 Farebox Configuration Information

8.3.1 Fare Table

The central computer system shall include the software to change the fare tables in the fareboxes. Each fare table assigns the value of a full fare as well as any reduced fares (adult, student, elderly, etc.). Each individual fare amount may be between \$0.01 and \$999.99. The following shall be transmittable:

1. The system shall include a minimum of three fare tables for fare sets for up to 10 zones.
2. Current time and date (any valid time and date)
3. Electronic lock code to unlock the fareboxes
4. Holidays (up to eight valid dates)
5. Start/stop times for AM and PM peak periods
6. Keypad attributes (count, count/clear display, and value increments from 0.01 to 999.99)
7. Transfer/Pass acceptance parameters
8. TTP (ticket/token/pass) acceptance parameters and other attributes
9. Hot list for magnetic stripe farecards

10. Hot list for optional smart cards
11. Configurable Parameters

The data system shall have the ability to enable or disable various functions such as ticket types, or other designated parameters.

8.3.2 Editing Data

It shall be possible to edit data in the central computer system in restricted ways. In order to preserve the security of the data, only operator entries (route, run, driver and trip numbers) shall be changeable.

8.4 Reports

8.4.1 Standard Reports

The following standard reports, at a minimum, shall be available from the central computer system. All reports shall carry the Customer name, the date or period for which data is reported, and the date on which the report was generated and printed by the system. All reports shall be generated through "user friendly" menu-driven software.

1. Individual Farebox and Bus Reports
2. For individual Farebox reports, the printed report shall show the following categories of data at minimum:
 - a. Current revenue (since last probing)
 - b. To-date revenue
 - c. Unclassified revenue
 - d. Total full fare riders (passenger data shall be supplied for each fare table in use)
 - e. Keys 1 – 9 number of riders for each fare class
 - f. TTP 1 through 48 – total quantity
 - g. Total tokens
 - h. Total stored ride and value cards
 - i. Total passes
 - j. Total bills by denomination
 - k. Total coins by denomination

The first line of each individual farebox report shall indicate the date and time of day the farebox was probed and the bus number and farebox number. Cumulative totals for the activity of that farebox between probing shall be printed, corresponding to the column headings.

Trip-by-trip route/run data lists shall be printed next, following printing of the master list. Each route/run record shall be printed in the order in which it was created, along with notations of driver or route number(s) and the time the record was created. It shall be possible to transcribe this data from hard disk to other electronic storage medium for archiving or analysis purposes.

8.4.2 Summary Report

The Central Computer System shall have the ability to produce summary reports for specific and user configured periods (e.g., bi-weekly or quarterly). The summary report design tools shall include both canned and user-defined options. Following are typical reports the system shall accommodate as a minimum:

1. Monthly Summary Report: This report shall summarize all activity fleet wide for a given month. Monthly summary information can be saved for up to 120 months. Totals shall be given for all active pre-sets and keys, revenue collection by fare classification, stop ID, route, run, time, direction, farebox count, cashbox count, cash by type, passes issued, passes accepted, flash passes accepted, change cards dispensed, change card amount collected, change card remaining value, short-full fare (less than full fare accepted) amount collected and invalid pass report, etc., by day and totaled for the month. It shall be possible to print bar charts giving total revenue by date and total ridership by date.
2. Annual Summary Report: This report shall summarize the information given in the monthly summary report and give totals by week, quarter and year to date. It shall be possible to show each value of revenue, pre-set and key plotted by week in a separate bar chart.
3. Daily and Weekly Summary Report: This report shall summarize ridership and revenue information for the period.
4. Daily and Weekly Stop Summary Report: This report shall summarize ridership and revenue information by bus stop for the period
5. Daily Route Summary Report: This report shall summarize all totals by route for a given day fleet wide.
6. Monthly Route Summary Report: This report shall summarize all totals by route for an entire month.
7. Route/Stop Sum Report: This report shall allow data over a period of time to be sorted first by route, then by run, by stop or by time/date.

A daily summary report shall be printable on request at the end of the operating day. SamTrans shall have the ability to designate the end of the operating day as any time from 12:00 A.M. to 5:00 A.M. so that all buses that have operated on a given day shall be accounted for, regardless of whether they are probed after midnight. The daily summary report shall contain the same data categories listed above, less any that may be inactive or suppressed. Summary totals from all fareboxes probed that day shall be provided. The full matrix of fare tables (excluding any inactive or suppressed tables) shall be printed showing the cumulative total ridership in each cell of the matrix. The daily summary report shall also provide a report of total daily ridership.

The daily summary report shall print a summary of the data from the exception report, indicating the total number of buses probed and not probed, security door and cashbox alarms, bypass alarms, maintenance required (including power supply), memory cleared, unknown driver, unknown bus, unknown route, unknown run and other anomalous data from the exception report. A list of the buses not probed, by bus number, shall also be printed.

All reports shall be exportable to an external computer on the network. The export format shall be selectable and shall include Microsoft Excel or CSV compatible formats.

8.4.3 Exception Report

It shall be possible to generate a daily exception report listing operator entry errors (invalid route, run driver or trip numbers) as validated against lists of valid numbers maintained by the data system. The exception reporting function shall be configurable. The user may select a data item and define an exception trigger or criteria. The central computer system will generate a report on demand or scheduled when the trigger or criteria conditions are met; e.g., if time between "cashbox pulled from farebox" event and "cashbox inserted in receiver" event is greater than a fixed time period a report is generated.

8.4.4 Security Reports

The central computer system shall have the ability to generate security reports, which shall indicate all cashbox door open and SamTrans designated alarms. For each alarm, the time of day and the bus number shall be indicated. For the security door and Cashbox alarms, the report shall also indicate the amount of revenue that was in the cashbox at the time the alarm was generated.

8.5 Security and Access

Both summary and detailed farebox data shall be stored on a password-protected database server to ensure that the original revenue and ridership data cannot be modified. This data shall be capable of being converted to a comma-delimited ASCII file format for export to third-party software. Software shall be available in the central computer system to allow backup and retrieval of files.

9 SPECIAL TOOLS AND TEST EQUIPMENT

9.1 Functional Requirements

Special tools and gauges needed for adjustment of the farebox coin and bill acceptor units shall be provided. The Contractor shall provide a list of suggested suppliers for all special tools and gauges for approval by SamTrans. The tools to be provided to SamTrans shall be described in CDRL 600 "Special Tools".

Two types of diagnostic and test equipment shall be supplied: portable test equipment and shop test equipment. By means of this test equipment, verifying the proper operation of all sub-system components shall be possible with a level of accuracy and completeness identical to the criteria used during manufacturing and acceptance tests.

9.2 Special Test Fixture

The Contractor shall supply special test fixtures that provide the means for SamTrans' maintenance personnel to bench test, repair, and calibrate each major module and/or subassembly of the farebox.

Special test fixtures shall operate as a complete functioning automated fare collection system. The Contractor shall provide whatever interlock bypasses may be necessary to ensure a fully functional test system capable of operations testing any modules and sub-assembly provided as part of this contract.

This equipment shall be configured such that the following items are mounted on a board or boards suitable for operation from a standard workbench:

1. Logic board
2. Data port and any other electronic interfaces (connectors for items such as card readers or interfaces to external equipment)
3. Electronic lock assembly
4. Cashbox ID unit
5. CID components and modules
6. Operator Control Unit
7. Passenger display
8. Power supply
9. Cashbox

The Contractor shall supply specialized test equipment and fixtures for the subassemblies of the fare collection system to maintain specification accuracy. This equipment will be used for the purpose of failure diagnosis, testing, calibration and repair confirmation. The Contractor shall provide one set of sub-assembly test fixtures and equipment.

9.3 Automated Test Equipment

SamTrans intends to maintain a shop-level microprocessor-based PC board repair center for all devices. SamTrans retains the option of contracting out all levels of repair for all devices. SamTrans will require sufficient information to allow diagnostic routines to be programmed for quick and efficient identification of a failed component.

In order to develop the appropriate diagnostic routines, the Contractor shall provide the following:

1. Detailed address map of the logic board, including software listings of all programmable and customized devices on the board
2. Technical data sheets describing the basic operation and specifications of all integrated circuit components, including customized devices
3. Microprocessor support package designed for the CPU used on the logic board.

9.4 FareBox Test Unit

The Contractor shall provide maintenance test stands to allow testing of all farebox components. This shall include complete farebox wiring harness: plug in receptacles for all modules including the coin mechanism, bill transport, magnetic card reader and smart card reader (if provided) as well as all circuit boards, lights and diagnostics.

9.5 Coin Test and Repair Unit

The Contractor shall supply one freestanding coin validator test unit that shall be used on a test bench to test and repair a coin validator.

9.6 Bill Acceptor Test and Repair Unit

The Contractor shall supply one freestanding bill validator test unit that shall be used on a test bench to test and repair a bill validator.

9.7 Farebox Development Test Unit

The Contractor shall supply one freestanding Farebox test unit with the necessary power supply adapter for connection to 120VAC. The Contractor shall also supply a test Base computer, probing antenna and antenna interface and as applicable a infrared probe interface. The test unit shall enable SamTrans to test downloaded fare table and up-loaded test data files.

10 SPARE PARTS

10.1 Spares and Itemized Price List

The Contractor shall prepare and submit to SamTrans a recommended list of spare modules, parts and items to support the installed equipment (CDRL 601, "Recommended Spare Parts"). This list shall be grouped by equipment, each module, part, and plug-in PC card assembly. The list shall provide complete ordering and procurement information for each item, or reference a catalog for this information. Each item listed shall contain at least the following information: item name, description, rating (if applicable), current price, original manufacturer's name, part number, revision number, drawing reference number and country of origin. Items that are common to more than one equipment, module, or subassembly shall be suitably cross-referenced. Recommended quantities shall be provided based on expected usage.

The prices quoted in this list shall be in effect for a minimum of one-year (1) period from completion of Acceptance Testing.

Contractor shall list separately those spare parts that Contractor plans to utilize for warranty and maintenance support.

During Contractor warranty, Contractor may use SamTrans parts; however, Contractor shall return the same serial number module/component/part, or new item, back to SamTrans, even when using SamTrans' spare parts. In addition, all customer-owned spares used by Contractor shall be made whole and brought back to 100% successful operation within one (1) week of Contractor access.

10.2 Consumables

Contractor shall provide a list of recommended consumable spares to support the fare collection system for one year (CDRL 602, "Consumables List"). This list shall include, for example, such items as bulbs, belts, and bearings. Consumables are items that have a limited life cycle due to constant use and are expected to be replaced on a frequent basis. This list shall include the recommended quantities, their price, part number, supply source and country of origin.

10.3 Fare Boxes

In addition to Farebox test units and farebox components, the Contractor shall provide quotations for the supply of complete fare box units.

10.4 Fare Media

Contractor shall provide quotations for bulk fare media with quantity pricing.

11 INSPECTION AND TESTS

11.1 General

Acceptance inspection and testing of the revenue collection system receipt, installation and commissioning are required to verify that the system performs to these requirements and specifications; is properly installed and provides the documented basis for final acceptance.

11.1.1 Acceptance Criteria

The Contractor shall formally demonstrate compliance to the requirements and specifications for acceptance of the revenue collection system equipment, components and software that are installed or required for system performance according to the requirements and specifications of this RFP. Acceptance criteria shall be defined, approved by SamTrans and satisfied for each activity critical to the performance of the fare collection system. The activities include, but are not limited to the following:

- Environmental Test
- General Performance Test
- System Integration Test
- Factory Acceptance Test
- Field Pilot Test
- Equipment receipt
- Equipment pre-commissioning
- Pre-installation preparation
- Equipment installation
- Equipment commissioning
- Software installation
- Subsystem and system operability
- AVL integration
- Training

11.1.2 Conditional Acceptance

A deficiency or nonconformance that does not fail or degrade the operation of the component, subsystem or system such as a missing fastener, may be accepted on the condition that the corrective action by the Contractor is formally documented and approved. Conditional acceptance is the sole discretion of SamTrans.

11.1.3 Fail Acceptance

A Contractor activity that fails an acceptance criterion may be accepted as-is upon SamTrans assessment of the effect of the failure on performance. A Contractor activity that fails acceptance shall be corrected or replaced and demonstrated to be in compliance with the requirements and specifications.

11.2 General Inspection Requirements

Inspection shall be performed at Contractor's and SamTrans facilities. Contractor shall prepare check-off sheets to list all items to be inspected, the quality attributes to be verified for each assembly, sub-assembly, component and system. Examples of such items include but not limited to the following:

- Workmanship
- receipt inspection

- production acceptance
- installation quality

11.2.1 Nonconforming Material

Nonconforming material will be rejected and only material that conforms to the approved drawings and specifications will be accepted. Certain nonconforming material may be approved for use as-is by the SamTrans Program Manager provided that it does not affect the quality or reliability of the product.

11.3 Inspection and Test Requirements

11.3.1 Test Pre-requisites

The workmanship, materials, finish, configuration, software, assemblies, and cabling of each pre-production or demonstration unit shall be representative of the production units. Programming shall be completed, and all operating, servicing and maintenance features shall be included prior to the commencement of the tests.

11.3.2 Inspection and Testing Plan

The Contractor shall submit an Inspection and Testing Plan (ITP) for SamTrans' review and approval (CDRL 102, "Inspection and Test Plan") at the Preliminary Design Review (Section 3.4.3). The ITP is the controlling document for all inspections and tests. The Plan shall include a schedule indicating the sequence of each test and where and when each test will take place, and a description of the Contractor's test equipment Information provided for each inspection and test shall include the following:

1. Inspection or test title
2. Organization performing and responsible for the inspection/test
3. Inspection or test location
4. Inspection or test purpose and objectives
5. Inspection or test acceptance criteria
6. Inspection or test procedure submittal date
7. Inspection or test start date
8. Inspection or test duration
9. Outline and format of test data sheets, defining the responsibilities of the Contractor and SamTrans

The Inspection and Testing Plan shall cover all Contractor, Supplier and Subcontractor inspections and tests to be performed, including those performed under the Contractor's QA plan. No inspections or tests shall be performed before the Contractor has received SamTrans approval of the Inspection and Testing Plan.

11.3.3 Test Procedures

The Contractor shall prepare and submit to SamTrans a Detailed Test Procedure for each test to be performed (CDRL 103, "Test Procedure"). The Detailed Test Procedures shall be submitted to SamTrans for review and approval a minimum of 30 days prior to the corresponding test performance, unless otherwise specified. No test shall be conducted until approval of the corresponding Detailed Test Procedure has been given by SamTrans. SamTrans reserves the right to develop additional test procedures to be performed by the Contractor or other designated organizations.

With SamTrans' prior approval, the Contractor may submit existing procedures that differ from this format. SamTrans will approve test procedures only if they are inclusive and thoroughly test each system component, assembly and sub-assembly.

The Contractor shall submit the procedure to be followed for the resolution of test problems and failure recurrence. A re-test shall be performed for all equipment affected by adjustments resulting from testing.

The test procedures shall include but not be limited to the following:

- Test title
- Repeat of the information contained in the Test Plan
- Equipment and instrumentation with accuracies and calibration data
- Test methodology
- Personnel and equipment requirements
- Step-by-step procedure to perform the test
- Test input and expected output and pass/fail criteria
- Clearly stated acceptance criterion referenced to the applicable requirements and/or specifications
- Forms to record data, with fields for date, name and signature of persons conducting or witnessing the test
- Test procedure revision number and date
- Name and signature of preparer of test procedure
- Forms for entering problem descriptions and unique tracking identifier In the case of problems related to software, problem descriptions shall be entered also into the configuration control software

11.3.4 Test Reports

Within 10 business days after completion of each test, the Contractor shall submit three copies of each test report to SamTrans for approval. Each report shall document the results obtained and shall include but not be limited to the following:

- Title of test
- Reference to the Test Procedure number and Revision number
- Location and date of test
- Test Equipment used, including serial numbers and copies of calibration certificates
- Printed names and signatures of individuals who performed the test
- Printed names and signatures of individuals who reviewed the test and tests results
- Printed names and signatures of individuals who witnessed the tests on behalf of SamTrans, if any
- Results including tables, curves, photographs and any additional test data required to support the test results
- Descriptions of any failures and modifications including reasons for such failures and modifications and names of individuals approving such modifications

11.3.5 Test Witnessing

SamTrans shall have the right to witness all tests including factory tests conducted by the Contractor, its Contractors, or by independent test Contractors. The Contractor shall confirm the date of any scheduled test at least 10 days prior to the test.

11.3.6 Rejection and Retesting

Failure of equipment to meet test specifications or ratings shall be sufficient grounds for rejection of equipment. Equipment failing to pass the test criteria shall have deficiencies corrected and be retested. The retest shall not affect project schedule milestones.

If the modifications or changes affect any drawings, diagrams, or other documents submitted to and accepted by SamTrans, such drawings or diagrams shall be revised and re-submitted for SamTrans' approval showing the proposed changes before changes or modifications are made on the equipment. Modifications or changes that do not warrant revisions of any drawing shall still be furnished to SamTrans with notice of the retest schedule. If it is not possible to rework rejected equipment, replacement equipment shall be provided. The requirement for drawings and design calculations of the original unit shall also be applicable to the replacement unit. The entire cost of the rework or the replacement unit shall be borne by the Contractor, including retesting and the costs incurred by SamTrans to witness the retesting.

11.4 Environmental Tests

The Environmental Tests shall validate that the units are capable of meeting their environmental specifications. These tests shall be conducted at facilities capable of simulating the range of operating conditions described below. Environmental tests shall be performed to the conditions of Section 4.3.

The Contractor shall also be responsible for designing and conducting tests to ensure that the equipment will operate as specified when subjected to the various conditions, including, but not limited to the following:

- Power line voltage fluctuations of plus/minus 10 percent
- Water sprays
- Cleaning devices, detergents and solvents
- Shock and vibration
- Electromagnetic interference

The tests to be performed to ensure compliance with environmental specifications and the corresponding procedures for such tests are subject to SamTrans review and approval.

Environmental tests shall confirm that the equipment will be fully operational under the worst-case environmental conditions. The Contractor shall describe the environmental testing processes in the Inspection and Testing Plan and detailed processes of each test in the Detailed Test Procedures.

The Contractor may submit test results from similar tests on essentially identical equipment for SamTrans consideration. If the unit in question is considered by SamTrans to be substantially identical in design to equipment previously deployed in other transit applications, environmental testing on equipment may not be required. To waive this requirement the Contractor must provide a formal request for an Environmental Testing waiver for each applicable unit, including technical and supporting information.

11.5 Performance and Acceptance Testing

The General Performance, System Integration and Factory Acceptance tests shall be conducted to SamTrans satisfaction before authorization to proceed with production of the equipment and systems approved by the Final Design Review (Section 3.4.4).

11.5.1 General Performance Test

Contractor shall perform General Performance Tests to demonstrate that all functional requirements and operating features of the revenue collection system are met. The General Performance Tests will be

performed on pre-production equipment at SamTrans facilities. The Contractor shall identify and list all functional requirements and operating features and test each one. All operating modes and switching between modes; e.g., operator override, shall be included as applicable.

The General Performance Tests shall also evaluate those features and operating characteristics that affect the SamTrans personnel's use of the equipment. Tests shall be conducted to evaluate system and equipment capabilities including but not limited to the following:

- Logon/Password controls
- OCU and Passenger message displays including power on/power off and any potential battery charge confirmations
- Time relationship of displayed messages to machine actions
- Time relationship of displayed messages and machine functions to user actions
- Time to perform a transaction according to the specification
- Self diagnostics on boot up and report or indicate component failure
- Issue, print, encode and accept/reject day pass
- Dispense and accept change card
- CAD/AVL interface and performance
- Capability to modify ticket/pass encoded data and validate farebox read/write
- Alarm and event reporting
- Time to perform probing

When design changes are made by the Contractor, either in hardware or software that could affect the functionality of the equipment, the Contractor shall repeat all applicable portions of the General Performance Test to demonstrate that the equipment still meets the functional requirements of the contract.

11.5.2 Farebox CAD/AVL Interface Performance Test

The CAD/AVL interface functional performance test shall demonstrate the communication interface, data logging and data transfer in accordance with Section 5.23. The CAD/AVL Interface Performance test shall use field data captured by the Farebox Electronic Control Unit during a field test run. The Farebox Electronic Control Unit shall be configured for temporary J1708 connection to the CAD/AVL. The Farebox Electronic Control Unit test configuration will permit viewing the test data during the field test run. SamTrans will provide a test vehicle and connection interface.

11.5.3 Systems Integration Tests

The Systems Integration Test (SIT) shall be performed on the set of no less than three (3) pre-production farebox units. The SIT shall commence upon acceptance of the General Performance Test. The SIT shall include, but not be limited to, the following tests:

- Purchase of day pass shall be tested to verify proper processing.
- Validation of all fare media shall be tested to verify proper fare media processing
- Capability for SamTrans personnel to remotely access the Back-End Server, including any remote password reset capabilities, shall be tested.
- Probe
- Ensure that location information is being properly reported to the back-end server:

- During end of service run polling and data extraction, the communications, message exchange, data encryption and security controls between the farebox and the Base Computer System shall be tested and verified.
- Each of the messages required to be sent by the farebox unit to the Base Computer System shall be tested.
- Each set of downloaded data sent by the Base Computer System to the farebox unit shall be tested.
- Sample ticket read and sales transactions shall be conducted to verify proper transmission of the ticket/sale transaction data to the Base Computer System.

11.5.4 Factory Acceptance Test

The Factory Acceptance Test (FAT) shall demonstrate that the revenue collection system is designed and configured in strict compliance with these requirements and specifications. System design changes or exceptions to these requirements and specifications that have been accepted and authorized by SamTrans shall be included and verified in the FAT. The FAT shall incorporate manufacturing and production control activities that the Contractor utilizes to assure compliance to the requirements and specifications. The FAT shall commence upon acceptance of the SIT. The FAT shall include, but not be limited to the following tests:

- Farebox operation with coin, bank note, token and media (quantity to be twice the daily average fare transactions with street quality bank notes)
- Scheduled download and download software, fare table and hot list to farebox and verify
- Response times for downloads and uploads
- Probe and response time farebox data transfer
- Farebox operation with lost connection before download or upload completed
- Farebox AVL operation with valid SamTrans logon data, route, run and simulated geo-location
- Farebox physical access security locks and keys
- Farebox diagnostics operation
- Patron and operator displays
- Patron and operator audibles
- Cashbox automatic and manual vaulting
- Revenue collection
- Base to Central and Central to Base data transfer
- SamTrans farebox transaction reports

11.5.5 Field Pilot Test

The Field Pilot Test shall demonstrate the performance of the farebox, Base computer and Central computer systems under actual use condition prior to commencement of the vehicle and Base installation phase. The Field Pilot test shall include the following tests:

1. A one week in-service fare collection field test using five (5) drivers performing a week's worth of ticket validation and on-board sales transactions to confirm that the equipment is functioning properly.
2. Upon successful completion of the one-week revenue service test, Contractor shall support SamTrans in conducting a Field Evaluation System Integration Pilot test of equipment over a 30-day period. The Field Evaluation shall include the following test scenarios:
 - a. A minimum of 5 Farebox units shall be tested.
 - b. Provide daily transaction and sales reports from the Base Computer System demonstrating correct reconciliation with transactions performed by the farebox units.

SamTrans will make observations of equipment installation, performance and user behavior and report SamTrans' findings during the course of the test. Findings that require Contractor modification of processes or procedures shall be complete for acceptance of the item or activity by SamTrans. SamTrans will report on its observations and evaluation of other design aspects such as equipment operational performance and maintainability for internal use.

11.6 Production Approval

Contractor shall not proceed with full production until formal written Production Approval is issued by SamTrans. A satisfactory conclusion and acceptance by SamTrans of the General Performance Test, Functional Integration Test, the Factory Acceptance Test and acceptance of any deviations shall be mandatory in order for the Contractor to obtain a formal Production Approval. Should a design change be required after the test, the performance of the modified equipment shall be demonstrated by re-testing the item.

12 EQUIPMENT INSTALLATION

12.1 Fare Box Installation

The Contractor shall install the Fareboxes in accordance with the following requirements: The Contractor shall supply all labor, supervision and materials required for the proper installation of the fareboxes in vehicles owned by SamTrans. All installation shall be performed at SamTrans location. SamTrans is responsible for existing farebox removal, storage and security.

Installed fareboxes shall be positioned for maximum ease of passenger movement and driver operation and compliance with accessibility requirements. The installed position shall allow for complete, unrestricted opening of all farebox maintenance and cashbox doors. The Contractor shall identify handrails or other equipment that may interfere with these access doors during the Preliminary Design Review and prior to farebox installation so that SamTrans shall have adequate time to agree with the installation positioning, reposition the farebox or modify the handrail.

The Contractor shall supply and install all the necessary wiring, protective devices and mounting hardware necessary for the proper installation and operation of the fareboxes. All new undercarriage wiring shall be suitably protected against the road elements and fastened so as not to interfere with normal bus operation and/or maintenance. No "butt connectors" shall be utilized under the bus.

12.2 Cashbox Receiver and Vault Installation

The Contractor shall install the Cashbox Receiver and Vault and make necessary electrical and data connections to assure operability of the Receiver.

12.3 Computer Installation

The Contractor shall supply all labor, supervision and materials required for the proper installation of the data collection system in the designated SamTrans location. SamTrans will be responsible for running the interconnection cable and any necessary conduit to comply with local electrical codes or requirements

12.4 Probe Installation

The Contractor shall install the RF Probe Antenna and if applicable the infrared probe. The Contractor shall assure that the Probe antenna location is located so that fareboxes are accurately probed in all areas of the SamTrans bus facility.

12.5 Contractor Maintenance Support

Maintenance during and following equipment installation shall be as follows:

- (a) Level I: Troubleshooting, field repair, remove and replace defective parts, returning the equipment to successful revenue service,
- (b) Level II: Shop repair, printed circuit board and component level repair, module adjustments.

Contractor shall perform Level I and Level II maintenance commencing at installation, through and including the warranty period. Contractor shall provide on-site personnel qualified to troubleshoot all aspects of the system from the time of first equipment installation through final acceptance.

13 FINAL ACCEPTANCE

13.1 Final Acceptance

SamTrans will authorize commencement of the Final Acceptance period upon verification that all critical activities have been accepted. During the Final Acceptance period the Contractor shall submit all final documentation reflecting all changes and corrections. Final Acceptance will occur after completion of 90 consecutive days of operation in accordance with these specifications and performance requirements, of the complete system in the revenue collection and system management modes. A failure or defect during the acceptance period shall stop the acceptance period until the condition is corrected. A failure or defect that is determined to be generic and/or affects system operation to specification shall be corrected to SamTrans' satisfaction. The acceptance period shall resume from the point stopped, upon SamTrans' acceptance of the Contractor's corrective action. The Contractor shall notify SamTrans when all activities critical to the performance of the fare collection system are complete and accepted.

The Contractor shall request Final Acceptance in writing stipulating the following:

- All Work is completed and all requirements of the Contract have been satisfied.
- SamTrans has accepted delivery of an electronic copy of the source code, object libraries, licenses and other files and tools necessary to build the operating object codes for which SamTrans have rights.
- Final Acceptance and payment does not constitute a waiver by the SamTrans of any rights with respect to the Contractor's continuing obligations under the Contract.

14 QUALITY ASSURANCE

14.1 Contractor's Quality Assurance Program

The Contractor shall submit to SamTrans within 60 days of the Notice to Proceed (NTP) a comprehensive Quality Assurance (QA) Program Plan designed to ensure the quality of all activities, including design, purchasing, inspection, handling, assembly, fabrication, testing, storage, shipping, and warranty/repair work (CDRL 104, "Quality Assurance Plan"). The Contractor may submit an existing QA Program Plan for SamTrans approval.

The Contractor shall conduct regular inspections in accordance with guidelines defined by the QA Program Plan.

14.2 SamTrans Quality Assurance

SamTrans will, at its own discretion, perform QA monitoring of work done under this Contract, including monitoring of the Contractor or Subcontractor's QA activities. Upon request, the Contractor's QA records shall be made available to SamTrans for inspection. QA activities performed by SamTrans shall not reduce nor alter the Contractor's QA responsibilities or its obligation to meet the requirements of this document.

At any time during the manufacturing process, subject to a minimum of 5 days prior notice, SamTrans may choose to schedule a visit to the Contractor's facility or a Subcontractor's facility during normal working hours to audit the manufacturing and quality control processes.

15 PERFORMANCE ASSURANCE

15.1 General

The farebox shall meet the reliability requirements as specified. The reliability requirements are based on reasonable expectations for automatic fare collection equipment performance for public transit systems.

State-of-the-art revenue collection systems integrate components, assemblies and sub-assemblies into finished products and systems. Farebox performance is affected by the reliability or unreliability of the component parts. The farebox and the revenue collection system shall contain components, assemblies and sub-assemblies with a history of demonstrated performance in the bus environment.

The farebox and revenue collection equipment performance is defined by the mean-cycles-between-failures (MCBF). A farebox cycle is any single action performed by a component such as the operator control unit keypad; or day pass read/write/print or dispense.

The farebox and revenue collection equipment performance assessment shall begin 30 days after revenue operation to preclude the impact of early failures and patron and operator learning curve.

The Contractor shall remedy components, equipment and software that cause the system to fail to perform according to specification. The remedial action shall not impact SamTrans operation. The Contractor shall implement a formal methodology and program that identifies and corrects a common mode failure that requires extended degraded system operation, such as a bill handling unit failure that requires the farebox to operate with the unit bypassed.

15.2 Reliability

The Operator Control Unit, Magnetic Card Reader, Bill Transport, Coin Mechanism, patron display and Smart Card reader (optional) shall operate without failure for a minimum of 15,000 MCBF.

Electronic boards on buses, including associated electronic components shall be capable of operating an average of 50,000 hours between failures.

Any device equipped with a printing function shall be designed and manufactured so that the print head is able to process 240,000 documents before requiring replacement. Failure of a print head shall contribute to the calculation of failure rate for the entire device.

Any device equipped with a magnetic stripe read – write function shall be designed and manufactured so the magnetic heads shall be able to process 500,000 documents before requiring replacement. Failure of the magnetic head shall contribute to the calculation of failure rate for the entire device.

Division revenue handling components shall be capable of operating a minimum of 10,000 MCBF. A cycle shall be defined as emptying one cash vault into a Receiver.

15.3 Accuracy

Accepted coins shall be registered and counted as the correct denomination with an accuracy of 97%.

The bill acceptor shall accept and accurately count not less than 97% of all valid U.S. bills. The farebox shall accept and correctly identify all valid U.S. bills with an accuracy of not less than 97%.

Magnetic Card Readers shall read properly inserted, valid magnetic cards with an accuracy of not less than 97%. Validity on second insertion shall be no less than 99%.

Smart Card (if proposed) readers shall accurately read media on first proper attempt not less than 97% of the time.

15.4 FAILURE REPORTING

15.4.1 Failure Review Team

A failure review team (FRT) shall be established prior to receipt of equipment and material. The FRT is responsible for determining which failures are chargeable against the Contractor's reliability requirements. The FRT shall be comprised of, at a minimum, one member from SamTrans or a designated SamTrans representative and one member from the Contractor's staff. Responsible parties within the FRT shall initially attempt to settle any disputes. The SamTrans Project Manager will make the final and binding decision on any disputes that remain unsettled by the FRT after a period of ten days.

15.4.2 Liable Failure

A liable failure is any mal-function that prevents the fare collection equipment from performing its designated function, or meeting its performance criteria, when used and operated under the environmental and operational conditions stated in these specifications.

15.4.3 Non-Liable Failure

A non-liable failure is a malfunction caused by a condition external to the equipment under test, which is neither a functional, environmental, nor a test requirement in this specification and is not expected to be encountered during normal and correct operation of the equipment in revenue service. Non-chargeable failures shall include all failures outside the Contractor's control.

Non-liable failures shall not affect the MCBF and shall include the following:

1. Jams caused by foreign materials other than United States (U.S.) bills, U.S. coins, and AFC media inserted in the appropriate slots and bezels
2. Failures caused by fluids injected into the slots
3. Accident or mishandling
4. Equipment failures caused by externally applied stress conditions in excess of the approved specification requirements.
5. Dependent failures occurring with the independent non-relevant failure that caused them
6. Failures caused by incorrect operating, maintenance or repair procedures
7. Failure caused by vandalism
8. Failures caused by out of specification ticket stock
9. Communications failures beyond the control of the Contractor
10. Individual pixel failures will not be counted unless the information displayed is illegible
11. Failures of equipment and services not provided by Contractor
12. Individual printer dot failures will not be counted unless the information printed is illegible

All other failures shall be considered relevant and chargeable unless determined to be Non-Chargeable by the failure review process.

15.4.4 Performance Measurement Methodology

Contractor shall provide a detailed plan that describes the methodology of capturing and processing the data to be used to measure reliability, maintainability, accuracy, and availability (CDRL 105, "Performance Measurement Plan") as applicable. This plan is subject to SamTrans review and approval.

16 MAINTAINABILITY PROGRAM

16.1 General

The Contractor shall consider maintenance, troubleshooting, component removal, repair and replacement, and inspection in the design of the farebox and revenue collection system. The objective of the Contractor's maintainability program shall be to minimize maintenance labor and materials costs and fare collection equipment downtime. The maintainability shall be designed to facilitate the assumption of maintenance activities by SamTrans or its designated contractor.

16.2 Maintainability Design Checklist

The Farebox shall meet the following maintainability design criteria:

Systematic fault isolation procedures shall be developed for inclusion in the maintenance manuals

1. When built-in test points are provided, they shall be clearly marked
2. When failure indicators are provided, they shall be identified
3. All test points, failure indicators, modules, wire junctions, wires, etc., shall be identified by nameplates, color coding, number coding, or other means to assist the maintenance personnel, as approved by SamTrans
4. Components requiring the most frequent maintenance or adjustment shall be placed in an easily accessible position
5. Standard, commercially available industrial components and hardware shall be used wherever possible
6. Built-in diagnostic routines shall be used to check and indicate equipment status
7. Captive fasteners shall be used on hinged covers and access panels
8. Major components shall be designed for ease of removal

16.3 Maintainability Requirements

No more than one (1) maintenance or repairperson shall be required to restore a farebox into service. The Contractor shall demonstrate that a mean time to restore (MTTR) not exceeding 10 minutes and a maximum time to repair not exceeding 30 minutes for any failure of the fareboxes.

Damage or destruction of any part of the farebox resulting from vandalism, theft, fire, or a natural disaster, shall be excluded within the mean time to restore and maximum time to repair demonstration. The time to restore shall be measured from the moment the farebox is opened or placed into maintenance mode to the moment the machine has been tested and verified as fully functional and has been restored to revenue service. The time to restore shall be measured, excluding travel time and time for ticket stock replenishment, as the total elapsed time including troubleshooting and replacement or repair, using the diagnostics, special tools, and procedures provided by the Contractor under this procurement.

16.4 Preventive Maintenance

Preventive maintenance shall not be required more often than once every 60 days. The following activities shall be defined as preventive maintenance:

1. Print error messages log for a specified number of days
2. Inspect functions of indicators and fasteners
3. Clean major subsystems
4. Lubricate subsystems
5. Clean exterior
6. Replace consumables

The maximum time that may be allotted for each preventive maintenance event shall be 30 minutes per Farebox. The Contractor shall specify each component to be inspected, the corresponding procedure and the time interval for inspection. This information shall be subject to SamTrans approval as presented in the Preventive Maintenance Manual.

17 CONFIGURATION MANAGEMENT

17.1 Functional Requirements

17.1.1 General

This section of the Specifications covers the requirements for Configuration Management activities for the automatic fare collection system and equipment. Configuration Management is a discipline used by SamTrans Operations to achieve Reliability, Maintainability, and Availability (RMA) of the Contract deliverables, e.g. equipment and software. It is used by SamTrans to ensure that Contractor delivered items can be effectively supported in an operational environment.

Each of the deliverables described within this section will be identified in the Contract Deliverables List (CDRL 106106).

17.1.2 Configuration Management Plan

The Contractor shall develop and maintain a Configuration Management Plan that shall apply technical and administrative guidelines and procedures to the following:

1. Identify the physical and functional characteristics of each configuration item by its controlling drawings, schematics, plans specifications software, firmware, or other documentation,
2. Control changes to those characteristics during design, production, testing, installation, and operation; and
3. Record and report change processing and implementation status.
4. The Contractor shall ensure that each subcontractor has a Configuration Management Plan and that it complies with all the requirements of this Section.
5. The Contractor shall maintain accurate and current configuration records, available to the SamTrans Program Manager throughout the performance of this Contract and for a three-year period after final contract payment.

17.1.3 Plan Content

The Configuration Management Plan shall identify the methods and procedures that the Contractor will utilize to accomplish the requirements indicated. The plan shall include identification of the procedures, systems and techniques employed to meet the requirements as specified herein.

17.1.4 Submittal

The Contractor shall prepare and submit the Configuration Management Plan to the SamTrans Program Manager for review and approval. The Plan shall be submitted within 45 days following the NTP (CDRL 105 "Configuration Data List").

17.1.5 Technical Documentation

The Contractor's technical documentation shall define the approved configuration of the system equipment under design, test, production and installation. The technical documentation, including production release records, shall identify the equipment for each location to the lowest level required to install replacement parts or components. The records and documentation shall include:

1. Composition of any part, component, subassembly, and assembly at all levels in terms of subordinate part numbers.

2. All next-assembly part, component, subassembly, or assembly numbers on the part drawings.
3. The Specification document, specification control drawing, or source control drawing numbers associated with any sub Contractor or vendor, industry standard or government standard items, part numbers, or assemblies.
4. Part Numbers New part numbers developed and assigned for this Contract shall be identical to, or a derivative of, the drawing number. Parts identified by the same number shall have the same physical and functional characteristics, shall be interchangeable without alteration to themselves or to associated items, and shall be equivalent in performance and durability. Colors, colored dots, serial numbers or modification numbers shall not be used to identify items except that color coding may be used on commercial parts and industry or government standard items if provided, and may be used to indicate the level of inspection or qualification of components.
5. Software and firmware documentation in accordance with the Specifications of this Contract.

17.1.6 Configuration Data List

The basic document that defines and identifies the baseline configuration shall be a top level Configuration Drawing. The CDRL 107 "Configuration Drawing" shall be an indented listing of all of the engineering drawings, schematics, parts lists and other engineering documents necessary to identify the production baseline. Each engineering document shall be identified by drawing or document number, revision or issue, and title.

1. The top level Configuration Drawing shall be at the top and left most on the list. Indented one position to the right and one line below the highest-level drawing shall be the highest-level assembly drawing; its parts and/or subassembly drawings shall be below it and indented one position to the right. All subassembly drawings shall be arranged downward in the same manner. The list of drawings and associated documentation shall be provided down to the lowest level of repair or replacement part as approved by the SamTrans Program Manager.
2. The Configuration Drawing for printed wiring assemblies shall include, but not be limited, to the assembly drawing, the electrical schematic, and the parts list of all of the components by manufacturer's standard part number or other unique identifier.
3. The Configuration Drawing shall be submitted to the SamTrans Program Manager for review and approval, along with each of the drawings or other documents. This list shall be maintained current by the Contractor throughout the performance of the Contract. Revisions shall be submitted to the SamTrans Program Manager as changes are made. At the time of release for shipment, a copy of the Configuration Drawing with all serial numbers and quantities entered shall be furnished to the SamTrans Program Manager for each piece of equipment. The Configuration Drawing shall be submitted in hard copy and in electronic format.
4. The SamTrans Program Manager upon approval of the Final Design Review, and a physical configuration audit will establish the Pre-production Configuration. The Contractor in accordance with the configuration control requirements of these Specifications shall process all subsequent changes to the baseline (which includes earlier SamTrans Program Manager-approved drawings).

17.2 Equipment Serialization

The part number used by the Contractor and subcontractors shall identify a specific item in a specific configuration. Each hardware component, excluding commercial parts shall bear the Contractor's part number. All items beginning with the lowest level of repair and replacement and identified by the same part number shall have the same physical and functional characteristics, be equivalent in performance and durability and be interchangeable without alteration to themselves or associated items other than field adjustments. An item shall not be considered interchangeable if it must be selected for fit or performance. Hardware identification shall comply with the provisions in the following paragraphs.

All hardware with a nameplate and designed specifically for this Contract shall have the Contractor's part number permanently marked thereon in addition to the manufacturer's part number, manufacturer's name or logo, part name, and, as applicable, model and serial number.

When serialization is required, each unit of equipment shall be assigned an individual serial number in a numerical sequence established for the type or model series of the equipment being supplied. Duplicate serial numbers shall not be used within a type or model series, regardless of whether supplied under this Contract or to another agency. Serial numbers shall not exceed ten digits in length. A copy of the serialization records shall be provided to the SamTrans at the time of Release for Shipment. The Contractor shall also maintain the serialization records current throughout the life of the Contract, including the warranty period.

17.3 Baseline Configuration Change Control

Once the Production Configuration Baseline has been established by the SamTrans Program Manager's approval of the Final Design Review and the Pre-production Review, all proposed engineering changes to the baseline shall be controlled by change documentation. All changes to this Production Configuration Baseline shall be controlled by an Engineering Change Proposal as described in the following Sections.

17.3.1 Engineering Change Proposals

All engineering changes to the production configuration that affect any of the factors listed below shall be submitted by the Contractor to the SamTrans Program Manager for review and approval prior to implementation. All shall be submitted on an Engineering Change Proposal (ECP) form provided by the SamTrans Program Manager.

1. Performance outside stated tolerances
2. Reliability or maintainability outside stated tolerances
3. Physical or functional interchangeability
4. Delivered training, operation, and maintenance, manuals or test procedures after they have been approved by the SamTrans Program Manager.
5. SamTrans-furnished equipment
6. Safety
7. Electromagnetic interference characteristics
8. Operational, test, or maintenance computer programs
9. Compatibility with support or training equipment
10. Delivered product (Retrofit)
11. Interface characteristics.
12. Pre-set adjustments or schedules affecting operating limits or performance to such an extent as to require a new identification
13. Sources of repairable items (Source Control Drawings)
14. Schedule or deliveries
15. Spares
16. Environment

17.4 Software Configuration

The Contractor shall employ a commercially available software configuration management program for software Configuration Management and control.

The Contractor's software configuration control scheme shall accurately and precisely track, record and document all software at all times. Concurrently loaded and utilized software modules shall be documented such that a direct and unambiguous link exists between software development, release, testing and delivery for use. At any time, the Contractor shall have the ability to revert to a prior release.

The Contractor shall provide full documentation of problem resolution and task completion in association with problems recorded during all phases of Contractor testing that result in changes to software. The Contractor shall implement a software bug reporting and disposition tracking system. The bug reporting and disposition tracking system shall be in place and maintained through the warranty and escrow periods.

When third party software or software tool vendors release new software or tools used by the Contractor in the development of equipment or implement software in the equipment, the Contractor shall assure its software is current with new releases, software or tools.

18 MANUALS AND DOCUMENTATION

18.1 GENERAL

18.1.1 Manual Submissions

Manuals shall be submitted for approval as a part of the Final Design Review. One complete set of manuals shall be provided to SamTrans prior to the start of the acceptance testing. Information gathered during installation and acceptance testing and during the warranty period shall be incorporated into the manuals for the final submittal.

18.1.2 Revisions

Revisions to draft and approved manuals shall be recorded on a control list in the front of each manual. The list shall be issued with each revision and shall show the date of each revision and the page reference. Updated lists and revisions shall be maintained in the manuals by the Contractor until the warranty period expires. Revisions shall be prepared before the arrival of altered components and immediately after procedures are changed or errors are found.

Manuals shall be numbered, and revisions to the manuals shall be issued according to manual number. Updating of lists and manuals shall be performed on a not-less-than quarterly basis during the first 12 months after the manuals are delivered and then on a not-less-than semiannual basis for the duration of the warranty period. Revisions related to alterations of subsystems or assemblies shall be issued before the arrival of components or retrofit packages.

18.1.3 Design and Format

Manuals shall be designed for continuous, long-term service in a maintenance shop environment. Manuals shall lie flat when opened and shall permit adding and replacing pages. Covers shall be oil, water, and wear resistant. Each manual shall be labeled on both the front and the spine of the cover. Contents shall be divided by section.

18.1.4 Paper

Pages, including drawings and figures, shall be on approved-grade paper and bound either in three-, five- or seven-ring binders, not exceeding two inches in thickness. Pages shall be 8-1/2 inches wide by 11 inches tall, except for figures. Pages shall be printed on both sides. Sides of pages intentionally left blank shall be indicated.

18.1.5 Figures

Figures, including diagrams, drawings, and illustrations, shall be labeled as figures. If approved, figures may be full size drawings folded into 8-1/2 inch by 11-inch format with the identification clearly displayed. Figures, including those reduced in size, shall be legible to a person with normal visual acuity.

18.1.6 Production Format and Assembly

The Shop Maintenance Manual shall be provided in individually bound sections according to subsystem. The sections shall be integrated into a functional manual using index, cross-references, descriptions of subsystem interrelationships, and consistent nomenclature and terminology.

Block diagrams, exploded views, illustrated parts breakdowns, and schematic drawings shall be used to facilitate descriptions of assemblies and the relationships of components, subsystems, and systems. All documentation detailed in this specification shall be included irrespective of equipment manufacturer. If approved by SamTrans, photographs may be used to support specific descriptions.

A schedule for development of the required manuals with time allotted for SamTrans review shall be submitted 120 days after Notice to Proceed (CDRL 903, "Manual Schedule"). The training documentation shall be separate from the operation and maintenance manuals, but may reference those manuals.

One reproducible master and the noted quantities for each of the following approved manuals shall be furnished for the Farebox.

All manuals and schematics including flow charts and trouble shooting procedures must be written in English. Manuals shall be written to be understood by persons with a high school education. All measurements must be presented in English units.

Manuals, catalogs, diagrams, views, illustrated parts catalogs, trouble shooting flowcharts and schematic drawings shall be supplied on approved magnetic media in file formats compatible with software. All production and assembly drawings shall be made available in hard copy and/or digital in Electronic File Format. Specifically the following shall be implemented for drawings:

1. Operation instruction manual 10 copies
2. Repair and maintenance manual 10 copies
3. Shop maintenance manual 10 copies
4. Illustrated parts catalog 10 copies
5. Diagnostic Test Equipment manuals 10 copies
6. Special tools manuals 10 copies
7. Maintenance manuals for microprocessor-based products 10 copies
8. Integrated wiring diagrams 10 copies
9. Software user manuals 10 copies
10. OEM manuals for all subassemblies 10 copies

18.2 Training Manuals

18.2.1 General

The Training classes shall use the manuals developed to be used for operations and maintenance.

18.2.2 Operation Instruction Manual

The Operation Instruction Manuals (CDRL 504, "Operations Manual") shall contain all information needed to obtain an understanding of how to operate the fare collection equipment. This manual is intended for use by Supervisory personnel. The following sections shall be provided:

1. Location, function, and operation of pertinent controls, indicators, and switches
2. Trouble symptoms, diagnostic methods, and procedures for isolating minor faults
3. Tasks assigned to each service technician, as appropriate for the type of service required
4. Fingertip maintenance for Revenue Service personnel, including clearing jams and loading ticket stock

18.2.3 Operator Manual

The Operator Manual shall provide all of the information that a bus operator shall need for correctly and accurately operate the farebox and Operator Control Unit. The manual shall list all actions that are performed by the operator and identify the results of all keyboard selections. The Operator Manual shall also provide the actions the operator may perform to handle abnormal operations such as bill jams, coin jams, farecard misreads, etc. The Operator Manual shall be submitted for SamTrans review and approval. CDRL 505 "Operator Manual"

18.2.4 Repair and Maintenance Manual

The Repair and Maintenance Manual (CDRL 500, "Repair & Maintenance Manual") shall provide all information needed for troubleshooting in-service failures and for performing periodic maintenance including when, where and how for each component; including general servicing, lubricating, and inspecting. The manual shall expand on the information furnished in the Operation Instruction Manual and shall include basic schematic and block diagrams to provide fault diagnosis information appropriate for in-service maintenance, including a complete listing of error codes as provided by the individual sub-components.

18.2.5 Shop Maintenance Manual

The Shop Maintenance Manual (CDRL 501, "Shop Maintenance Manual") shall provide all information needed for in-shop repair and trouble diagnosis of the Lowest Level Replaceable Unit (LLRU) and Lowest Level Replaceable Component (LLRC). The manual shall contain detailed flow charts, exploded parts diagrams and schematic drawings, and detailed analyses related to each LLRU and LLRC so that SamTrans maintenance personnel will be able to effectively service, inspect, maintain, adjust, and troubleshoot the LLRU and LLRC.

The LLRU and LLRC for this contract is defined as units such as PC boards, displays, keypads, wiring harnesses, and complete electromechanical assemblies as sold by the Contractor or OEM suppliers as spare parts.

The Shop Maintenance Manual shall provide information needed for in-shop repair and trouble diagnosis of each LLRU to the level of the LLRC. Printed circuit boards shall always be considered LLRUs. The manual shall contain detailed flow charts, exploded parts diagrams and schematic drawings, and detailed analyses related to each LLRU so that SamTrans maintenance personnel will be able to service, inspect, maintain, adjust, troubleshoot, repair, replace, and overhaul effectively the LLRU.

18.2.6 Illustrated Parts Catalog

Contractor shall submit an Illustrated Parts Catalog for each subsystem assembly, LLRU, and LLRC (CDRL 502, "Illustrated Parts Catalog"). Each subsystem assembly, LLRU and LLRC shall be referenced by assigned part number and, where applicable original equipment manufacturer's part number. Equivalent parts available from other manufacturers shall be identified, including the name address and phone numbers of the corresponding suppliers. Catalogs shall include, where applicable, schematic drawings to facilitate descriptions of parts and assemblies, including cables and wire harnesses. The Contractor shall identify long-lead-time parts and assemblies, as those that cannot be easily obtained within 30 days.

Printers, coin acceptors, bill acceptors, power supplies, and power connection boxes shall be considered line replaceable units, whether or not they contain lower level subassemblies (LLRUs) that can be easily replaced in the field.

After warranty, it is SamTrans' intent to have the capability of ordering and purchasing Contractor delivered equipment down to component levels, for example, printer heads and not just the ability to swap out the entire print module. Contractor shall provide a list of all equipment manufacturers and suppliers, including their part numbers relevant to this Contract's equipment design and build.

18.2.7 Diagnostic and Test Equipment and Special Tools Manuals

The diagnostic and test equipment (DTE) and special tools manuals shall provide operation, adjustment, maintenance, troubleshooting, and storage instructions. The manuals also shall contain DTE replacement parts information.

18.2.8 Manuals for Microprocessor-Based Products

The maintenance manuals for microprocessor-based products (CDRL 501, "Shop Maintenance Manual" and CDRL 500, "Repair & Maintenance Manual") shall provide a complete set of the configured documentation developed during design and modified thereafter. In addition to design documentation, the manuals shall contain documentation of automated design tools required to maintain and reprogram microprocessor-based products.

18.2.9 Integrated Wiring Diagrams

Integrated wiring diagrams shall include the following drawings (CDRL 108, "Integrated Wiring Diagrams"):

1. Pin-to-pin connector terminal designations and wire designations at both sides of each connection for connectors and terminal blocks
2. Subsystem-level wiring diagrams and schematics for each subsystem The diagrams shall be compatible with the schematics

18.2.10 Software User Manual

The Contractor shall provide a user manual containing detailed operating instructions and procedures to be used by maintenance, revenue service, and other SamTrans operating personnel (CDRL 503, "Software User Manual"). Information in the manual shall be presented in terms that are meaningful to users. The manual shall include a system operation description (hardware and software) as it relates to the user's tasks. Sensitive information that is not to be distributed to all departments shall be contained in a separate document marked Confidential. The nature of this information will be mutually agreed upon between the Contractor and SamTrans.

The user manual shall include a functional explanation and description of each application program, screen flows, and its use. This manual shall not be written as a programmers' document. Procedures shall be explained step-by-step with an explanation of how each step is performed, what parameters can be adjusted, and the effects obtained by varying each parameter. All user guidance and error messages shall be described, along with the steps necessary for recovery from error.

Operating instructions also shall describe procedures to be followed because of system restarts or failures. The manual shall have sufficient information to enable the user to restart or re-configure the system and take diagnostic data dumps.

19 DRAWINGS AND PRODUCT DATA

19.1 General

The Contractor shall provide drawings of all equipment provided under the contract. All new drawings created for this project will be dimensioned in English; all wording shall be in the English language. All drawings shall have English Text. Text in other languages is permitted on the drawings, but all information shall be translated into American English. All terminology used shall be conventional to the U.S. transit industry. All drawings submitted by the Contractor shall be CADD generated. Hand-drawn sketches shall not be accepted unless specifically requested by SamTrans. Submittals shall include a title block with the following information.

1. Contract number and title of the submittal
2. Date of drawing or revision.
3. Name of Contract
4. Name of Contractor and subcontractor submitting the drawing
5. Identification of contents and location of work, if applicable
6. Drawing number

Title blocks on drawings shall be in the lower right hand corner. Except for design drawings, all submitted reports, manuals, and other documents furnished to SamTrans shall be on 8½", 20-pound bond paper, or when a larger size is necessary, 11" x 17" and folded to 8½" X 11". Printing shall be high quality. Documents, which are not bound, may be stapled in the upper left hand corner or bound along the left edge such that printed text is not obscured. The front cover of each bound submittal shall contain all data required for identification.

Drawing sizes shall either be European size equivalents or conform to U.S. standards as follows:

- 8½ x 11 inches (Size A)
- 11 x 17 inches (Size B)
- 17 x 22 inches (Size C)
- 22 x 34 inches (Size D)

Unless SamTrans relaxes the requirement, every drawing shall include a complete list of materials and parts lists on the field of the drawing or on a separate sheet of the same drawing, describing all parts or sub-assemblies, including subcontractor-furnished items that form a part of the assembly, subassembly, or piece depicted.

A revision block shall be provided for all documents, drawings, and data. The revision block shall identify the revision letter, date of revision, the initials of the Contractor's responsible engineer authorizing the revision, a description of the change, and the reason for making the change.

Whenever reference is made on a drawing to a material or process by the Contractor's own specification number, the drawing shall also give the commercial equivalent. If there is no commercial equivalent, the Contractor shall provide copies of its specification.

Schematics shall be comprehensive in nature and thoroughly detailed to permit use by SamTrans maintenance and service personnel to troubleshoot and repair the equipment.

The Contractor's drawing format shall be subject to review and approval by SamTrans at the Conceptual Design Review. CDRL 109 "Drawing Format"

In addition to providing drawings in the PDR and FDR, as-built drawing shall be submitted within 30 days of the completion of the warranty period as follows:

- One electronic copy in AutoCAD format and two paper copies shall be provided.
- Documentation shall be provided in electronic file format. Manuals and illustrated parts catalogues will be provided on CD's in Portable Document File (PDF) format and in a modifiable electronic format (Microsoft Word). Diagrams, views and flow charts will be provided in Drawing Exchange Format (DXF) on CDs. Electrical CAD files will be provided on CDs.
- Commercial off the shelf products like personal computers and printers only require the manufacturers' manuals and specification sheets.

19.2 Printed Circuit Boards

PCB Layout and Silk-screen will be provided in DXF format.

20 TRAINING

20.1 Functional Requirements

The Contractor shall provide a program to educate, train, and teach personnel in all details of the fare collection equipment to the component level, as required to enable personnel to operate, service, and maintain the equipment satisfactorily.

The Contractor's program shall include formal and informal instruction, models, manuals, diagrams, and component catalogs. All materials used in the programs, such as models, manuals, mock-ups, and drawings, shall be of durable construction and shall become the property of SamTrans. Training materials shall be updated as required during the course of instruction.

SamTrans will make available shop space the Contractor may use for instructional purposes.

20.2 Training Program Plan

20.2.1 General

The Contractor shall submit a Training Program Plan in accordance with the criteria outlined below (CDRL 110, "Training Program Plan").

20.2.2 Train-the-Trainers

SamTrans trainers will deliver the training to all personnel. Contractor shall identify the approach, resources and hours required, and any training aids that might be included.

The Contractor shall provide a preliminary and detailed schedule of training module submittal (CDRL 904, "Training Schedule") for SamTrans review and approval. The detailed schedule for submittal of training modules shall be based upon the equipment installation schedule that shall be established as a dependency in the Project Management Plan.

20.2.3 Training Materials

Contractor shall provide a list of training materials required for each course discussed in the Training Program Plan. Contractor shall reflect all changes and revisions to the installed automated fare collection system in all training materials, whether supplied to SamTrans personnel, or used in Contractor-conducted training courses. At a minimum, the following training materials shall be provided for each course in sufficient quantities:

1. Course agenda and objectives
2. Resources and facilities required for the course
3. Detailed lesson plans or outlined presentations and discussion guides
4. Pre- and post-training assignments
5. Instructions for using any audiovisual support and equipment
6. Student handouts
7. Operational equipment
8. Computer-based presentations
9. Video-taping of Train the Trainer

Six copies of draft training materials shall be submitted (CDRL 402 "Training Materials") at FDR. Final training materials shall be submitted 60 days before classes are scheduled to begin.

The above deliverables shall be in addition to a master copy of each final version that shall be furnished to SamTrans.

20.2.4 Electronic Documentation and Training

All documentation and training material provided as final hard copy shall also be submitted in an electronic form as specified by SamTrans. A directory of all files on the disk shall be listed in hard copy showing filenames, date, file size, and appropriate annotation to cross-reference the chapter and section (CDRL 402, "Training Materials").

20.2.5 Reproduction and Updating of Training Material

SamTrans reserves the right to reproduce portions or all of the training materials for internal use. SamTrans also reserves the right to video tape portions or all of the training for SamTrans exclusive use within SamTrans.

If the Contractor produces an update or new training aids (e.g. video tapes or DVDs, manuals, etc.) within two years following the completion of equipment installation, SamTrans shall receive copies of the updated material for its sole use in SamTrans training programs, at no cost to SamTrans.

20.3 Operator Training Course

20.3.1 Driver Training Farebox Systems

Driver training courses for SamTrans require complete farebox systems that can be easily moved and can be powered using standard 120 VAC. To satisfy these requirements, each farebox training unit shall contain:

- A complete Farebox and OCU system in a stand-alone configuration. The OCU shall be mounted in the field configuration.
- A power supply to convert 120 VAC to 12 VDC, with sufficient power capacity to supply the farebox and OCU. The power supply shall be equipped with an easy-to-reach On/Off switch, and all cables connecting to the farebox shall be neat and securely fastened.
- A "stable platform" onto which the farebox/OCU and power supply are mounted. The platform shall include at least four swivel casters, and have a sufficient "wheelbase" to resist tipping while the training unit is being moved.

20.4 Maintenance Training Course

20.4.1 In-Shop Maintenance Training

The purpose of this course shall be to provide adequate instruction for the in-shop and trouble diagnosis for each LLRU and LLRC. The in-shop maintenance training course shall utilize the Shop Maintenance Manual's schematic drawings, integrated wiring diagrams, and detailed analyses related to each LLRU and LLRC so that SamTrans maintenance personnel will be able to effectively service, inspect, maintain, adjust, troubleshoot, and replace the LLRU and LLRC. The in-shop maintenance and repair training course shall instruct personnel in the proper use of using the Diagnostic and Test Equipment and Special Tools.

20.5 System and Software Training Course

20.5.1 Operations Training

The computer system Operations Training shall be provided to SamTrans personnel 60 days prior to beginning of revenue service. The purpose of this course shall be to familiarize personnel with the operations of the computer system. The course shall provide step-by- step instructions for operating the various programs provided at the computer system. The course shall be comprehensive, covering all possible computer system functions including but not limited to Farebox software configuration and downloading, control of device functions, and data analysis and report-generating. This course shall include the training of authorized personnel to perform system management functions, such as authorization password control. This course shall be conducted in phases according to SamTrans personnel authorization levels. Personnel not requiring access to particular functions shall not attend the training for those types of functions.

20.5.2 Microprocessor Hardware/Software Repair and Reprogramming Training

The microprocessor hardware/software repair and reprogramming training course shall provide instruction for the repair and reprogramming of microprocessor-based hardware and software products. The microprocessor hardware/software repair and reprogramming training course shall include a functional explanation and description of each application program and its use, step-by-step explanation of how each step is performed, what parameters can be adjusted, and the effects obtained by varying each parameter. The microprocessor hardware/software repair and reprogramming training course shall provide adequate information and training to allow SamTrans maintenance personnel to reprogram EPROMs independently, software, source code, etc., including the downloading of operational software from the computer system. The course shall instruct personnel in the proper use of the Diagnostic and Test Equipment and Special Tools.

21 WARRANTY

21.1 Warranty

Notwithstanding the provisions of the Terms and Conditions, the Contractor shall comply with the following requirements. The Contractor shall develop a Warranty Plan outlining the processes and procedures to be implemented in order to meet the requirements set forth herein. A draft of the Warranty Plan shall be submitted at the FDR and a revised final version shall be provided a minimum of 90 days prior to the start of any warranty period (CDRL 111, "Warranty Plan").

21.2 Warranty Coverage

The Contractor shall warrant to SamTrans that all of the equipment, computer systems and software, including firmware as warranted by third party suppliers, furnished under this Contract shall be free from defects in material and workmanship under normal operating use and service.

21.3 Warranty Period

The Contractor shall provide a one (1) year warranty, which shall commence upon completion of the Final Acceptance Period. However, for each time period (e.g., 60 days) that system does not meet the acceptance parameters, warranty for the particular item of equipment in question shall be extended for the time period.

During the first six (6) months of the warranty period, the Contractor shall be on-call to provide 24-hour response for on-site servicing of any defects or malfunctions of the any of the units and support systems provided. This 24-hour response means that a fully qualified service representative shall be on site within 24 hours after being contacted by SamTrans. The 24-hour servicing shall include all parts and labor necessary to repair the equipment on site and in place. The Contractor shall also offer an optional extension to provide an additional six (6) months of on-site servicing. SamTrans may or may not choose to exercise this option. If so, payment shall be made separately. At the end of the warranty period, Contractor shall provide SamTrans with all spare parts and unused consumable items to support the equipment.

In the event the optional extension of the first six (6) months warranty service is not exercised, the Contractor warranty service for the second six (6) months warranty period shall assure that any portion of the fare collection system and reporting system requiring warranty service shall be available within 48 hours. The corrective action(s) shall restore the system to the original design condition. Contractor may utilize SamTrans spare parts for warranty service. Contractor use of a SamTrans spare part shall be in accordance with these specifications.

21.3.1 Warranty Conditions

SamTrans will operate and maintain the equipment and software in accordance with the Contractor's specific instructions in order to maintain this warranty.

21.4 Consumable Items

The warranty shall not cover the replacement of normal consumable items or items that are replaced in usual and scheduled preventative maintenance programs, such as light bulbs and wear-related items.

21.5 Fleet Defects

If during the warranty period the rate of failure of any part or component, from any one cause or from various causes, exceed ten (10) percent of the mean quantity of such item delivered to SamTrans, then the entire quantity of such item shall be considered to have failed, and shall be repaired, corrected, or replaced as hereinafter provided. After correcting the defect, the Contractor shall undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other equipment purchased under this Contract. The work program shall include inspection and correction of the defective or potentially defective parts in all of the equipment.

21.6 Warranty Personnel

The Contractor shall provide all support equipment necessary to assist the warranty personnel in performing the warranty work.

When there is uncompleted warranty work to be performed, the warranty personnel shall be required to work a minimum of eight (8) hours per day, five (5) days per week on the warranty and repair of the equipment provided under this Contract or until completion of the work. In addition, a person with the capabilities to make programming changes shall be available either on-site or via remote help desk to support the Contractor's warranty personnel. Liquidated damages will be in effect at all times.

Technical support shall be provided from the time the first piece of fare collection equipment is delivered to SamTrans property through the end of the warranty period. Technical support shall include telephone support through which maintenance personnel may obtain guidance and answers to questions.

21.7 Access to Equipment in Revenue Service

The Contractor shall follow the proper SamTrans security procedures for gaining access to the equipment and locations. The Contractor shall not modify or repair any equipment in revenue service without the approval of SamTrans' project Manager or a SamTrans authorized representative.

21.8 Repair Reporting

During the entire warranty period, any repairs and/or adjustments of equipment by the Contractor shall be documented by the Contractor. A repair report shall be submitted at the end of each week. Each repair report shall provide time, day, type of equipment, equipment number, equipment location, type of failure, type of repair or adjustment, and technician name, and any additional comments as necessary for future reference.

21.8.1 Maintenance During Warranty

Maintenance during warranty shall be structured as follows:

- (a) Preventive: Cleaning, field adjustments
- (b) Level I: Troubleshooting, field repair, remove and replace defective parts, returning the equipment to successful revenue service,
- (c) Level II: Shop repair, printed circuit board and component level repair, module adjustments.

Contractor shall perform Preventive and Level I maintenance for the first six (6) months of the warranty period. During the 6 months preventive and Level I maintenance period, the Contractor shall allow SamTrans to shadow its maintenance personnel (e.g., attend maintenance operations) for 90 days so that SamTrans staff can achieve on the job training following their formal training.

Contractor shall perform Level II maintenance commencing at installation, through and including the warranty period. Contractor shall also perform all types and levels of maintenance during training and installation time

frames leading up to revenue-ready status of fare equipment when customers begin using the new SamTrans system. Contractor shall be responsible for responding to warranty claims, including installation and follow-up of remedial actions. SamTrans plans to perform the Level II maintenance once the warranty period has ended.

Contractor shall provide on-site personnel qualified to troubleshoot all aspects of the system from the time of first equipment installation through system acceptance.

Contractor shall provide on-call technical support to assist SamTrans in the maintenance and operation of the system. This on-call support shall be provided via telephone for hardware and software problems and operational troubleshooting in one-year increments after the one-year warranty period. SamTrans shall have the option to renew telephone technical support annually.

SamTrans shall retain the option for Level II maintenance in support of the equipment to be provided by the Contractor for a one-year period after system acceptance, with such adjustments for warranty work outstanding at the time of system acceptance

22 RIGHTS IN DATA

22.1 Grant of License

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to: computer software including documentation, engineering drawings, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial, administrative, and cost and pricing information incidental to the work.

The Contractor grants to the District a royalty-free, non-exclusive and irrevocable license to install, use, publish or disclose subject data subject to any additional conditions or restrictions with respect to software set forth in this agreement. The District and Contractor shall enter into a separate license agreement concerning software provided by Contractor. In the event of conflict between this Section 22 and any such software license agreement, this section shall take precedence.

With regard to any software that specifically configures the District's Fare Collection System, the District shall have the right to modify settings and parameters including, but not limited to: operating data (machine numbers, network numbers, and up/download parameters), tariff data, screen and voice text and graphics, and printed ticket text and graphics.

Commercial, off-the-shelf (COTS) means standardized commercially available software that is ready-made and available for sale, lease, or license to the general public. COTS is often used as an alternative to in-house development, specialized development or one-off developments. Note that most existing open source software is COTS, an example of COTS software would be Microsoft Windows. Contractor shall secure and administer all licenses or sublicenses from third parties for COTS and shall provide to District copies of such licenses, along with any documentation provided by the third party suppliers.

All rights and licenses granted under or pursuant to this Agreement are and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree that the District, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing herein shall be deemed to constitute a present exercise of such rights and elections.

22.2 Patent and Copyright Warranties

The Contractor represents and warrants that it has or will have all appropriate licenses, agreements and/or ownership pertaining to all patents and copyrights property used in connection with the performance of its obligations under this Contract. The Contractor further represents and warrants that it will have all necessary rights to patentable materials, equipment, devices, or processes not furnished by the DISTRICT used on or incorporated in the work and assumes all risks arising from the use of such patented materials, equipment, devices, or processes.

22.3 Source Code

The Contractor agrees that it will deposit the source code for any software reasonably necessary to operate and maintain any portions of the System into escrow, including all updates, with a source code agent capable of providing level 2 verification. Deposit shall include developer and user manuals. Deposit shall be at reasonable periodic intervals based generally on the pace at which the software is being developed or changed, and shall include any and all subsequent releases, versions, and updates. The source code escrow agreement shall remain in place, and source code deposits shall be updated and maintained, for as long as the District and Contractor have entered into a software maintenance or support agreement; provided that the

term of any escrow agreement shall in no event be less than fifteen years. The applicable source code will be released to the District (or any contractor acting on its behalf) in the event of non-performance or the inability of Contractor to execute or maintain the portion of the System controlled by or through its applicable software. Contractor agrees that the District (or any contractor acting on its behalf) may use or modify any source code so released as reasonably necessary to operate or maintain any portions of the System. Contractor and the District will separately document an escrow agreement concurrently with this Agreement. The Contractor shall be responsible for any fees related to the escrow agreement.

In addition, as a condition of final acceptance Contractor shall deposit to escrow all source code for original software developed to SamTrans requirements or specifications. The following software applications are representative of software that is unique to SamTrans:

1. fare type recognition
2. fare table configuration
3. AVL integration with the farebox

22.4 Indemnification

The Contractor shall indemnify, defend and hold harmless the DISTRICT, its directors, officers, agents, and employees against any liability, including costs and expenses, arising out of, resulting from, or in connection with any act or omission of the Contractor affecting the proprietary rights of third parties, including liability arising out of the publication, translation, reproduction, delivery, use, or disposition of any work furnished under this Contract. The Contractor shall indemnify, defend and hold harmless the District, and its directors, officers, employees, and agents to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to, or in connection with the ownership, possession or use of any patented materials, equipment, devices or processes. In case such materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, the Contractor, at the Contractor's sole cost and expense shall: (a) secure for the District the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty free license, or licenses, or (b) replace such materials, equipment, devices, or processes with noninfringing materials, equipment, devices, or processes, or (c) modify them so that they become noninfringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid for them without prejudice to any other rights of the District. If the amount of time necessary to proceed with one of these options is deemed excessive by the District, the District may direct the Contractor to select another option or risk default.

23 RIGHT TO HIRE

23.1 General

The San Mateo County Transit District shall be given the right to hire Contractor personnel or subcontractors responsible for the Automatic Fare Collection system or subsystem design or development who become available for hire. Contractor agreements between personnel and subcontractors that restrict employment by The San Mateo County Transit District shall be waived upon formal notification of intent to hire. At no time will the San Mateo County Transit District knowingly solicit Contractor personnel or subcontractors.

24 MAINTENANCE AND SUPPORT REQUIREMENTS AFTER WARRANTY

24.1 GENERAL

Contractor shall submit a maintenance and technical support services plan (plan) to be implemented upon expiration of the warranty agreement and applicable to non-warranty maintenance. The maintenance and technical support services plan shall provide levels of service from Help Desk technical support and on-site personnel, to shop repair. The plan shall address administration that assures Contractor assigned personnel have the requisite experience and skill to perform the maintenance or technical support activity. The plan shall be designed to maintain the fare collection system and report system for the service life of the equipment.

Maintenance and technical support for third party hardware, firmware and software used in the design and development of the fare collection system shall be included in the plan.

25 DEFINITIONS, ACRONYMS, ABBREVIATIONS

25.1 DEFINITIONS

A

ACCEPTANCE TESTING: A formal process of proving to SamTrans that all Work or a specified portion thereof, under Contract has been completed to the specification requirements and submitted to SamTrans for approval

ACCEPTANCE: Written documentation attesting to the act of an authorized representative of SamTrans, by which all Work or specified portion thereof, under the Contract has been identified as complete to the specification requirements

ACCEPTED EQUAL: The proposed alternative shall be functionally compatible with and of equal or better quality than the item it is proposed to replace SamTrans' decision as to whether any material or equipment proposed is equal to that specified shall be binding on both SamTrans and Contractor

ADDENDUM (ADDENDA): Written interpretation(s) or revision(s) of any of the Contract Documents sent to Offerors prior to submittal of proposals.

AFC DEVICE: A fare collection device such a Farebox, turnstile or ticket vending machine that can accept and/or dispense electronic fare media

ALARM: An audible and/or visual indication of a faulty condition

ALTERATION: A change or substitution in the form, character, or detail of the work done or to be done within the original scope of the Contract

AMERICAN STANDARD CODE FOR INFORMATION INTER-CHANGE (ASCII): A 7-bit character code that represents 128 characters including the upper and lower case alphabet, numerals and special characters Some characters are special control characters used in communications control and are not printable.

AMERICANS WITH DISABILITIES ACT (ADA): The most current version of the federal law mandating facility and equipment accessibility requirements for persons with disabilities

ANTI-PASSBACK: A means to limit the fraudulent use of a single PICC for multiple boardings

APPLICATION IDENTIFIER (AID): A data field to identify an application

APPLICATION PROGRAM INTERFACE (API): The interface (calling conventions) by which an application program accesses the operating system or other services.

APPLICATION: Structures, data elements and program modules needed for performing a specific functionality (from ISO/IEC 7816-4:2005). However, as used in this Standard, may also mean a data set on the PICC.

APPROVED/APPROVAL: Written approval by the Project Manager unless contract document specifically states otherwise.

ASSEMBLY: A combination of subassemblies or components that form a subset of equipment

AUDIT TRAIL: A step-by-step record by which data can be traced to its source

AUDIT: An examination of procedures, programs, activities, and equipment to determine how effectively they are performing, especially in terms of ensuring the integrity and security of data they process or produce

AUTHORIZATION: The process of granting permission for some action to be taken The most common usage is relative to the authorization of transactions. An authorization service provider determines whether a requested transaction may be completed. The process of granting (read, write or update) access to a file on a card because of correctly presenting the secret code(s).

B

BANKCARD: A credit or debit card issued by a bank or financial institution

BASELINE DESIGN: The design of the Fare Collection System or any of its components, apparatus, systems, subsystems, or materials that have received both drawing approval and First Article approval by the Contract Manager

BASIC or MANUFACTURER'S STANDARD: Shall mean the component or part standard to be acceptable as part of the line-produced vehicle of the Contractor.

BATCH: A set of transactions originating from the same identified source with an associated Batch

Transaction Header Transaction Headers contain security information and other data common to all the transactions in a batch.

BILL ACCEPTOR: A module that verifies the bills inserted into the Farebox.

BILL VAULT: A uniquely serialized locked box that holds U.S. currency notes that have been accepted on completion of a transaction and stacked by the bill stacker.

BINARY: Machine-readable, non-text data.

BITS PER SECOND (bps): The speed of data transfer in a communications system measured in bits.

BLOCK: Changing the validity of a PICC to prevent further use of the PICC, the application on the PICC or the fare product on the PICC A temporary block can be reversed (see Unblock). A permanent block cannot be reversed.

BOARDING: A single entry on a transit vehicle or system

BUSINESS RULES: The set of rules that define the use of the fare collection system

BYTES PER SECOND (Bps): The speed of data transfer in a communications system measured in bytes.

C

CALCULATION: Numerical computations based on actual field conditions performed to demonstrate compliance with the Technical Specification.

CARD INTERFACE DEVICE (CID): A device which contains both the PCD and the application hosting processor to provide communications and application processing between the PICC and the 'Point of Use Devices' and are also known as validators and readers.

CARD: Typically, a credit card sized media constructed of either plastic or paper or a combination of the two and which has an integrated circuit or magnetic strip for the purpose of storing information. The thickness of the card may vary depending on the material and use.

CASHBOX: The removable vault in a Farebox that secures collected bills and coins in separate compartments

CENTRAL COMPUTER SYSTEM: The computer system at SamTrans that processes the data transferred from Base Computer Systems and/or Station Controllers. It also stores fare tables and other AFC system and equipment parameters for cbvfd data exchange and provides interfaces to other systems.

CERTIFIED INSPECTION REPORTS: Reports signed by the Contractor inspector(s) attesting that items inspected meet the specification requirements other than any exceptions included in the report. The Contractor shall also have inspection reports that are certified as true by the Contractor Project Manager.

CERTIFIED TEST REPORTS: Reports of test signed by a qualified professional or SamTrans employee attesting that tests were performed in accordance with the test method specified that the test results reported are accurate, and that items tested meet or fail to meet the stated minimum requirements.

CHANGE ORDER: (a) A Contract Document executed by SamTrans and issued to the Contractor amending the Contract Terms and Conditions and/or Specifications. The Change Order establishes the basis for payment and time adjustments, if any, of the work affected by the changes. (b) The Document becomes a part of the Contract when executed by the Contractor and SamTrans. All terms and conditions of the Contract Documents including the Specification remain as previously stated unless so noted in the text of the change order.

COIN ACCEPTOR: The module that checks the validity of coins inserted into the TVM or Farebox coin slot.

COIN VAULT: A locked box in a TVM that holds collected coins

COMMENT: Written critiques of the Contractor's submittals to SamTrans

COMMERCIALLY AVAILABLE: All Contractor supplied equipment, subsystems, assemblies and/or components that do not require any modifications to meet the functional and performance requirements of this Contract and that are available from more than two sources.

COMPONENT: A piece or part of an Assembly such as a mechanical or electrical part, valve, or support structure that is combined with other components to form an Assembly

CONDITIONAL ACCEPTANCE: The acceptance of the Automated Fare Collection System for revenue service prior to final acceptance The System remains conditionally accepted until it is totally responsive to the Specification requirements and corrective action(s) implemented to the Agency and/or SamTrans' satisfaction.

CONTACTLESS INTEGRATED CIRCUIT(S) CARD: A card of the card type ID-1 (as specified in ISO/IEC 7810) into which integrated circuit(s) have been placed and in which communication to such integrated circuit(s) is done in a contactless manner. (From ISO/IEC 14443-1:2000) (See PICC)

CONTACTLESS SMART CARD (CSC): A type of smart card that does not require physical electrical

contact connections between the card and a reader Communication between card and reader is by radio frequency or other means. The ISO 14443 standard provides requirements for contactless cards.

CONTRACT DATA REQUIREMENT LIST (CDRL): Items to be provided by the Contractor to the Contract Manager as defined by these Contract Documents.

CONTRACT DRAWINGS: Drawings provided as part of the Contract Documents.

CONTRACT TERM: The number of days allowed for completion of the Contract.

CONTRACT: The written agreement executed between SamTrans, Party of the First Part, and the Contractor, Party of the Second Part, setting forth the obligations of the Parties thereunder, the performance of the procurement as indicated in the Contract Documents and all authorized changes to this Contract issued subsequent to the execution of the Contract.

CONTRACTOR QUALITY ASSURANCE/QUALITY CONTROL: The quality assurance and control program established and maintained by the Contractor that ensures compliance with the Contract requirements.

CONTRACTOR REPRESENTATIVE: The person designated by the contractor with responsibility for the Fare Collection System project, who is empowered to act on behalf of the contractor.

CONTRACTOR: The contracting organization solely responsible for the quality and proper functioning of the System and all components and software Additionally, the person or persons, Proposer, partnership, corporation, or combination thereof that has entered into this Contract with SamTrans to supply the System.

D

DATA DICTIONARY: A repository for the "official" names and definitions of data elements, files, entities, objects, etc. used in defining and developing system software

DATA ELEMENT: Item of information for which is defined a name, a description of logical content, a format and a coding.

DATA ENCRYPTION STANDARD (DES): The term given to a widely used public-domain symmetric key cryptographic algorithm DES is based on a published algorithm with secret keys.

DATA FORMATS: A set of files containing records or objects that define the card format for a given application or a set of applications such as applications for Transit, Building Access, Biometrics, etc.

DAYS – Unless otherwise designated, days as used in the Contract Documents shall be understood to mean calendar days.

DAYS, WORKING: Those calendar days during which regular business is conducted, excluding Saturdays and Sundays and all Authority-observed federal, state, and municipal holidays

DEFECT: The inability of a system, subsystem, assembly, or component to perform its required function This shall not cover expendable items that are subject to normal wear and aging unless they do not perform adequately within their expected life span, or are a contributing cause to failures in other components.

DELIVERY POINT(S): The location to which the end products are expected to be delivered.

DESIGN REVIEW: Applies to the stages of system development where equipment and procedures are demonstrated prior to receiving approval to advance the effort to the next level. Stages include a Conceptual Design Review, a Preliminary Design Review and a Final Design Review.

DISCOUNT: A reduction in the regular fare offered by an Agency based upon customer demographics, travels characteristics or purchase characteristics.

DISTANCE BASED FARES: A fare based on the distance between the trip's origin and destination.

DOLLAR COIN: This includes both the Susan B. Anthony and Sacagawea U.S. dollar coins.

DOMAIN: A territory or region over which a set of operating rules or common control is exercised

DOWNLOAD: The transfer of software or data files from an upper level or server system to a lower level or client system.

DOWNLOADING: The process of transferring data from AFC Central Computer System to the Base Computer Systems and Station LANs.

E

ELECTROMAGNETIC COMPATIBILITY (EMC): The proper operation of all fare collection equipment in the presence of potentially interfering electromagnetic noise or signals from other systems such as traction power or communications or from the ambient Electromagnetic environment of the SamTrans light rail system

ELECTROMAGNETIC INTERFERENCE (EMI): Interference generated by the fare collection equipment or any equipment co-located with the SamTrans stations not owned by SamTrans

END PRODUCT: a. The Contract item(s) to be purchased by SamTrans in accordance with the Contract Documents b. End Product(s) includes, but is not limited to, drawings, specifications, instructions, books, education programs, spare parts and/or services.

EQUAL: The make or quality of material or equipment in this Contract The Agency's decision as to whether any material or equipment proposed is equal to that specified shall be binding on both the Contractor and SamTrans.

ESCROW DEPOSIT: Placement of Source Code, development tools and documentation for Contractor-Developed Core Software with an agreed with third party who will insure the safe keeping of these items and shall also release the items to SamTrans under specific defined conditions.

F

FAIL SAFE: a. A characteristic of a system that insures that any malfunction affecting safety shall cause the system to revert to a state that is known to be safe. b. To be considered "fail safe", the systems shall also automatically furnish an acceptable indication in accordance with the Specification that a failure has occurred

FAILURE RATE: The frequency of failure, expressed as failures per unit of time (in days) or failures per number of cycles (number of transactions). Failure rate is the mathematical reciprocal of MTBF or MCBF.

FAILURE: The inability of a component or equipment to function or perform its intended function as designed or specified.

FARE EVASION: Unlawful use of transit facilities by riding without paying the applicable fare.

FARE MEDIA: The cards, tickets, transfers, Proof-of-Payment receipts and passes used to pay the fare or show proof of payment.

FARE POLICY FRAMEWORK: A logical structure for classifying and organizing a Product Owner's transit fare structure, fare prices, and tariff rules.

FARE PRODUCTS: Term used to refer to the specific types of pre-paid products (e.g., monthly pass, single ride, T-purse) that are used to gain access to services within a transportation system and defined by agency or regional fare policy.

FARE TABLES: The set of prices, fare products and usage rules that define the acceptable methods of fare payment and prices for transportation system services.

FARE: The value paid for travel.

FAREBOX: A bus-mounted item of equipment used for acceptance and retention of fares, and capable of accepting and counting the inserted revenue for subsequent reporting and inventory control against the money room counts It also processes smart card fare media.

FAULT TOLERANCE: Achieving high reliability and high availability using redundancy in hardware, software, information and/or computations.

FINAL ACCEPTANCE OF AFC SYSTEM: When all corrective actions and retrofit (if any) have been fully completed, and the System is considered by SamTrans to be fully compliant with the Contract.

FIREWALL: A stringent security measure designed to protect a network from unauthorized access. For example, the measures employed when a local network is connected an outside network by a "gateway" processor. This gateway processor does permit unauthorized communication data to pass from inside to outside and vice versa.

FIRMWARE: Computer programs and data loaded in a class of memory that cannot be modified by the computer during normal operation and is not erased by loss of power.

FIRST ARTICLE CONFIGURATION INSPECTION (FACI): Inspection and approval of the hardware configuration for each type of AFC equipment to ensure that the technical requirements are met and to establish a baseline for the quality of workmanship to be maintained for production

FIRST ARTICLE INSPECTION/TEST/ACCEPTANCE: The physical examination and approval by SamTrans of an initial part, major assembly, subassembly, system, subsystem, apparatus, or material, manufactured or assembled be either the Contractor or Subcontractors. The first article approval establishes the baseline design and the minimum level of quality. Although the exercise of First Article Approval shall be at SamTrans' option, the Contractor shall assume that SamTrans will subject all equipment to first article examination and approval.

FIRST ARTICLE TEST (FAT): The examination of and approval by SamTrans of an initial production part, subassembly, major assembly, subsystem, or material, manufactured or assembled by either the Contractor or its subcontractors. Although the exercise of First Article Approval shall be at SamTrans' option, the Contractor shall assume that SamTrans will subject all of the above to First Article examination and approval.

FIRST ARTICLE: The first one of any production component of the Fare Collection Equipment that is produced. The Technical Specification provides that production components not be manufactured prior to drawing approval, so the First Article shall have been made to Approved drawings.

FLEET DEFECT(S): As used in these Specifications is defined as the failure of identical items by specific location and function in the System, covered by the Warranty, and occurring in the warranty period, in a proportion of the AFC System delivered under this Contract.

FRAUD DETECTION: Methods used to determine the authenticity and consistency of collected transactions or batches of transactions to determine missing or duplicate transactions, batches, signatures, transaction numbers, and negative -listed cards or stored value cards. It also includes the research to determine the cause of certain exceptions that may be identified locally or by subordinate nodes of a network.

G

BASE COMPUTER SYSTEM: A computer located at a bus Base that controls and monitors all relevant bus data collection functions. It monitors the status of probes and Receivers to which it is connected and transfers data to the Central Computer System.

GRAPHICAL USER INTERFACE (GUI): A term used to refer to the use of pictures (graphics) and icons, rather than strictly text, in a computer display of a software application to simplify the use of that application and to minimize the need to use or understand complex computer languages and/or application codes. See also User Interface.

H

HOTLIST: See Negative List

I

INDEPENDENT FAILURE: A failure that is not the result of another failure, either directly or indirectly

INDICATED: As used in these Specifications, "Indicated" shall be understood to mean, "as shown on the Contract Drawings, as described in the Specifications, or as required by other Contract Documents.

INSPECTOR: The person or Proposer designated by SamTrans as its quality control representative. The Inspector's authority is derived through the Project Manager.

INSTALLATION INSPECTION AND TESTING: Inspection that takes place after all installation activities are complete. Installation test is the process of confirming that the equipment functions at the same level as prior to shipping.

INTELLECTUAL PROPERTY: Information, systems, software, programs, processes, technology, services, methodologies, products and any other materials or rights, tangible or intangible all relating to the AFC project that are the property of the regional partners.

INTERFACE: That point at which one system component or subsystem comes into physical or functional contact with another

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO): A global network that identifies what International Standards are required by business, government and society, develops them in partnership with the sectors that will put them to use, adopts them by transparent procedures based on national input and delivers them to be implemented worldwide.

J

JOURNEY: Term used to describe a single passenger's travel that may consist of one or more boardings, transfers and disembarkations in order to move the passenger from origin to destination.

K

L

LICENSEE: One to whom a license is granted.

LICENSOR: One who owns the software and all portions thereof.

LLRU (LOWEST LEVEL REPLACEABLE UNIT): The most basic component or assembly that is normally replaced in the field. The LLRU is typically at the board or assembly level and can be replaced without special tools.

LOCAL AREA NETWORK (LAN): Typically an Ethernet Network within a local area (i.e., within the same building), that interconnects Devices. Also, see Wide Area Network.

LOG: A file or report that lists a series of events or transactions over time

M

MAINTAINABILITY: The ability of the Fare Collection Equipment to be maintained by maintenance staff, including equipment and components that require maintenance

MAINTENANCE, CORRECTIVE: The action performed, because of a failure, to restore an item to a

specified condition.

MAINTENANCE, PREVENTIVE: The action performed in an attempt to maintain an equipment or operating function in a specified condition by providing systematic inspection and maintenance.

MANUFACTURER: Shall mean the original manufacturer supplying materials, equipment/software, or apparatus for installation or usage by SamTrans.

MATERIAL (SUPPLIES): Any substances specified for use in the construction and/or manufacture of the Procurement End Product(s), or to be furnished to SamTrans as loose items as part of the Procurement.

MEAN CYCLES BETWEEN FAILURES (MCBF): The arithmetic mean of the number of complete cycles of operation for a specified component or device between successive failures.

MEAN TIME BETWEEN FAILURES (MTBF): The arithmetic mean of the time between successive failures

MEAN TIME TO REPAIR (MTTR): The arithmetic mean of the time intervals (hours) taken to return a failed piece of equipment to proper operation

MINIMAL SERVICE LEVELS CRITERIA: shall have the meaning set forth in the Technical Specifications.

MOBILE BIN: The secure portable vault that holds the bills and coins from bus Cashboxes in separate compartments

MODULE AND/OR MODULAR: A standardized, interchangeable unit(s), designed to facilitate maintenance and repair(s).

MODULE: A standardized, interchangeable unit, designed to facilitate maintenance and repair.

N

NOISE: Interference presented on a system by undesirable voltages or currents.

NOTICE: Shall mean a written notice.

O

OFFEROR/PROPOSER: Any individual, Proposer, partnership, corporation or joint venture submitting a Proposal on the Form for Proposal provided, for the work contemplated, acting directly or through a duly authorized representative.

OFF-LINE: Not connected to a telephone or other communications network

ONLINE: Connected to a communications network

OPEN SYSTEM: A vendor independent system that is designed to interconnect with a variety of commonly available technology products. For example, payment systems involving multiple issuers of cards that can be used to access transit services or products at multiple Service Operators and Retailers. The system is termed "open" because the technical requirements to participate are widely available without restriction.

OPERATING CYCLE: A complete transaction: for the Fare Card Processor

OPERATIONAL SPARES: Spare cash containers for the cash processing field devices, e.g., Fareboxes and TVMs, which are normally used in the revenue servicing of the equipment These include bulk hoppers, coin magazines, coin vaults and bill vaults for the TVMs and Cashboxes for the Fareboxes.

OPTION: A unilateral right in a contract by which, for a specified time, a grantee may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract.

P

PARTY, PARTIES: Entity or Entities entering into the agreement

PASS (TIME BASED PASS): An encoded document that provides access to designated portions of a system for a specified time period. See also Card.

PASS FARE PRODUCT: A means of transit prepayment that permits a passenger a specified number or unlimited number of trips during a defined time period or in a defined geographic area or on a defined service or a combination of these criteria.

PASS: Ticket for unlimited rides within a designated time period (e.g., a specified day).

PERMIT: A fare media element issued to a specific individual in order to identify that individual is authorized for a reduced fare or other fare adjustment. The permit is used in conjunction with purchase of a card (for the rail system) and for identification purposes upon providing payment at a Farebox.

PORTABLE DATA UNIT: A hand-carried portable device used to extract data from a Farebox for uploading to the Base Computer System.

PREEXISTING WORK: Work completed and/or owned by the Contractor that may be provided to SamTrans for the AFC project within the Terms of the Contract.

PROBE: A secure device used to extract data from and download data to a Farebox or, when used as a

verb, the act of extracting data from a Farebox.

PRODUCT DATA: ILLUSTRATIONS: standard schedules, performance charts, instructions, brochures, diagrams, instructions, warnings, and other information furnished by the Contractor to illustrate or explain the fabrication, assembly, installation, maintenance, or operation of materials, equipment, or some portion of the work.

PRODUCTION INSPECTION AND TESTING: The Inspection activities that occur during the production process of the fare collection equipment and testing activities that occur prior to shipment of the fare collection equipment to SamTrans' work site.

PROJECT MANAGER: Project Manager means the organization's authorized representative having the responsibility to oversee and manage the day-to-day activities of a contract.

PROJECT: The project as described in the RFP documents

PROOF OF PAYMENT: A means to prove that a fare has been paid for the transport of a passenger The 'proof of payment' may be printing, a punch hole, a cut corner, or magnetic encoding

PROOF: (used as a suffix).Apparatus is designated as splash proof, dust proof, etc., when so constructed, protected, or treated that its successful operation is not interfered with when subject to the specified material or condition.

PROPOSAL: The Offer in response to SamTrans' Request for Proposal, including the Contract Documents with Specifications, to be submitted in the prescribed manner, properly signed and certified using the forms provided by SamTrans as required and all data to be supplied by the Offeror to be in conformance with said Documents. The Proposal includes the Price Proposal.

PROVIDE: As used in the "Technical Provisions" Section of these Specifications, the word "provide" means design, furnish, test to a fully operational condition, and document, in the manner specified, and to the greatest extent compatible with the intent.

PROXIMITY COUPLING DEVICE (PCD): The reader and writer device that uses inductive coupling to provide power to the PICC and also to control the data exchange with the PICC. (From ISO/IEC 14443-1:2000)

PROXIMITY INTEGRATED CIRCUIT CARD (PICC): A card into which Integrated Circuit(s) and coupling means have been placed and in which communication with such Integrated Circuit(s) is done by inductive coupling in proximity of a coupling device. (From ISO/IEC 14443-1:2000)

Q

QUALIFY: As used in these Specifications shall be the determination that an assembly, subassembly, or any part thereof is satisfactory for continued service under the Contractor's warranty, or that the time is suitable for repair or overhaul to restore it to warrantable service, or that the item must be replaced with a new (or warrantable rebuilt) part.

QUALITY ASSURANCE AUDIT: The Authority retains the right to audit periodically the Contractors adherence to the Quality Assurance Plan approved by the authority. The number and frequency of Quality Assurance Audits will be determined according to Contractor performance.

QUALITY CONTROL INSPECTION AND TESTS: Inspections and tests performed for the purpose of monitoring the quality of products and performance of the Contractor. Reliability: The probability of performing a specified function without failure and within design parameters for the period of time or the number of cycles specified under actual service conditions.

R

RECEIVER: The device that a Cashbox removed from a bus Farebox is inserted into for emptying.

REDUNDANCY: The existence in a system of more than one means to accomplish a given function, for the purpose of increasing security or reliability

REFERENCE: Where reference is made in the Contract Documents to publications or standards issued by associations or societies, the intent shall be to specify the current edition of such publications or standards in effect on the date of the RFP Advertisement, notwithstanding any reference to a particular date.

RELATED DEFECT: Damage inflicted on any component or subsystem as a direct result of a defect

RELEVANT FAILURE: A malfunction that prevents a fare collection device or computer system from performing its intended function with the performance criteria specified. Relevant failures include verified failures and intermittent failures, not excluded under non-relevant failure types; and failures due to design errors or manufacturing defects.

RELIABILITY: The probability of performing a specified function, without failure and within design parameters, for the period of time intended under actual operating conditions.

REPRESENTATIVE: Shall mean any duly authorized agent of SamTrans or the Contractor.

RETROFIT: A System wide modification

ROLLING PERIOD PASS: Time-based fare media that has a validity period not determined by calendar days. The validity period is based on date and time of purchase or validation.

S

SAFE: Secure from liability to harm, injury, danger or risk; free from danger or risk.

SAFETY: The condition in which persons are free from threat or danger, harm, or loss arising from improper design, manufacture, assembly, malfunction, or failure of the fare collection system or any of its components or elements

SECTION: Section refers to the indicated Section of the Contract Documents and Specifications plus all subsections thereof (unless the context indicates otherwise).

SERVICE PROVEN: (Also "service proven" or "proven").The historical success of equipment/software operating for a stated minimum successful performance of scheduled revenue service under similar conditions at other properties and in accordance with the reliability requirements.

SERVICE, as in SERVICE USE: The operation of the System under normal conditions with passengers

SHOP DRAWINGS: Items, such as drawings, calculations, and catalog cuts, which are prepared by the Contractor to supplement or detail Contract Drawings or Specifications, or are prepared at Contractor's option to detail its work; or which the Contractor is required to submit to the Engineer for review, information, or record, including electrical schematics and wiring diagrams, fabrication, erection, layout, assembly, installation, tests, maintenance, and repair drawings

SOFTWARE: The media and documents that regulate and control the operation of computer and microprocessor based systems including data transmission by specifying computer programs, procedures and rules. It includes compilers, library routines, source codes, report generation, manuals and flow charts.

STANDARD: something set up and established by authority as a rule for the measure of quantity, weight, extent, value, or quality

STORED VALUE CARD: A magnetically encoded document or smart card with a specified dollar value that provides access to designated portions of SamTrans' systems The value and data on the card is reduced with each use. See also Pass and Ticket.

SUBASSEMBLY: Two or more components combined into a unit for convenience in assembling or servicing equipment. A subsystem comprises functional elements interconnected within a system to perform a specific function, such as a coin verifier, ticket printer, and control system. System: When used alone, all Fare Collection Equipment and data processing system and fare collection computer equipment to be procured under this Contract.

SUBCONTRACTOR: An individual, Proposer, partnership, corporation or joint venture to whom the Contractor sublets any part of the Contract

SUCCESSFUL PROPOSER: The Offeror that, after evaluation and ranking, has been ranked the highest responsive and responsible Proposer, as approved by SamTrans' Board

SUPPLIER (VENDOR): The persons, Proposer, or corporations who furnish materials/services to the Contractor Supplier furnished materials/services shall comply with all the contract requirements.

SWITCH: A processor that routes transactions or other types of data from a sending processor to the appropriate receiving processor

SYSTEM ACCURACY: The measurement of the fare collection system's precision in accounting for monies deposited and dispensed.

SYSTEM: Related set of devices that are integrated and interconnected to perform a specific function

T

TAMPERPROOF: Items are designated as tamperproof when they cannot be easily loosened, opened, or penetrated with commonly available tools such as a flat blade or Phillips screwdriver or pliers.

TECHNICAL SPECIFICATIONS: a. Specifications pertaining generally to the method and manner of performing the work and/or the qualities and quantities of equipment and materials and End Product(s) to be furnished under the Contract b. The technical specifications may include provisions adopted and issued by SamTrans or may include other standards incorporated in the Contract Documents by reference.

TICKET: A printed and magnetically encoded medium to provide proof of payment

TIGHT: (used as a suffix).Apparatus is designated as water tight, dust tight, etc., when so constructed that the enclosing case will exclude the specified material

TIME-OUT: The expiration of a prescribed amount of time during which a specified action has not occurred

TIMESTAMP: A time data field that is appended to a transaction by a processing system, switch or host at the time that it is sent or acquired.

TRANSACTION: A collection of interrelated steps for payment, that when completed, the totality of which is described as a transaction. As applied to a card or device, this usually means a single activity, such as a pass purchase or load value.

TRANSMISSION CONTROL PROTOCOL/INTERNET PROTOCOL (TCP/IP): A set of communications protocols that support peer-to-peer connectivity functions for both local area networks (LANs) and wide area networks (WANs).

U

UPLOAD: The transfer of data files from a lower level or client system to an upper level or server system.

V

W

WIDE AREA NETWORK (WAN): A data communication network connecting multiple workstations or local area networks (LANs) not located in close proximity to each other.

WIRELESS LAN: A local area network that transmits over the air typically in the 2.4GHz or 5GHz unlicensed frequency band. It does not require line of sight between sender and receiver. Wireless base stations (access points) are wired to an Ethernet network and transmit a radio frequency over an area of several hundred feet through walls and other non-metal barriers. Roaming users can be handed off from one access point to another like a cellular phone system.

WORK SITE: The area identified as SamTrans Right of Way necessary for the installation of the equipment being provided under the contract.

X

Y

Z

ZONE BASED FARES: A fare based on travel between graphically based zones that include one or more stations.

25.2 ACRONYMS AND ABBREVIATIONS

AC	Alternating Current
ADA	Americans with Disabilities Act of 1990, as amended
AFC	Automated Fare Collection
Amp	Ampere
ANSI	American National Standards Institute
API	Application Program Interface
APTA	American Public Transportation Association
ASCII	American Standard Code for Information Interchange
AVL	Automatic Vehicle Locator
AWG	American Wire Gage
bps	bits per second
Bps	Bytes per second
CAD	Computer Aided Drafting
CAD/AVL	Computer Aided Dispatch/Automatic Vehicle Location
CCS	Central Computer System
CDR	Conceptual Design Review
CDRL	Contract Data Requirements List
CD-ROM	Compact Disc-Read Only Memory
COTS	Commercial Off The Shelf
CPM	Critical Path Method
CPU	Central Processing Unit
CSR	Customer Service Representative
dBa	Decibels
DC	Direct Current
DR	Design Review
DTE	Diagnostic Test Equipment
ECP	Engineering Change Proposal
ECU	Electronic Control Unit
EEPROM	Electronically Erasable Programmable Read-Only Memory
EYE	Electronic Industries Association
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EPROM	Erasable Programmable Read Only Memory

SEN.	Electronic Serial Number
F	Fahrenheit
FACI	First Article Configuration Inspection
FAT	First Article Test
FCC	Federal Communications Commission
FDR	Final Design Review
FRB	Failure Review Board
FRT.	Failure Review Team
GCS	Base Computer System
GFI	Ground Fault Interrupt
GHz	Gigahertz (Frequency of One Billion Cycles per Second)
GPS	Global Positioning System
GUI	Graphical User Interface
Hz	Hertz
I/O	Input/Output
IC	Integrated Circuit
ID	Identification
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IR	Infrared
ISDN	Integrated Services Digital Network
ISO	International Organization for Standardization
ITS	Integrated System Test
KB	Kilobyte (One Thousand Bytes, 1 Byte = 8 bits)
kHz	Kilo (1000) Hertz
KIP	Key Performance Indicator
LAN	Local Area Network
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LLRU	Lowest Level Replaceable Component
LLRU	Lowest Level Replaceable Unit
m	Meters
am	Milliamper e
MAC	Message Authentication Code
MB	Megabyte (One Million Bytes)
Mbps	Megabits per Second
MCBF	Mean Cycles Between Failures

MCBF	Mean Cycle Between Jam
MDU	Main Distribution Frame
MHz	Megahertz
MIL-STD	Military Standard
MTBF	Mean Time Between Failures
MTBF	Mean Transactions Between Failures
MTTR	Mean Time to Restore
MIX	Multiplexer
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NIST	National Institute of Standards and Technology
NTP	Notice To Proceed
OCU	Operator Control Unit
ODBC	Open Data Base Connectivity
OEM	Original Equipment Manufacturer
OS	Operating System
OSHA	Occupational Safety and Health Administration
PAP	PAP Performance Assurance Plan
PAT	Production Acceptance Test
PC	Personal Computer (IBM — compatible PC)
PCB	Printed Circuit Boards
PCI	Payment Card Industry Standard
PDR	Preliminary Design Review
PDU	Portable Data Unit
Ply	Pre-installation Checkout
POP	Proof of Payment
PROM	Programmable Read Only Memory
QA	Quality Assurance
QC	Quality Control
RAM	Random Access Memory
DRUM	Relational Database Manager
RF	Radio Frequency
RFI	Radio Frequency Interference/Request For Information
RFP	Request for Proposals
RFI	Reserved for future use (From ISO/IEC 7816-4:2005)
RAT	Reliability, Maintainability and Accuracy Test
ROM	Read Only Memory

REST	Revenue Service Test
RACE	Revenue Transfer and Collection Equipment
Rx	Receive
SAE	Society of Automotive Engineers
SAGA	Standard American Graphics Association
SBA	Susan B. Anthony coin
SCADA	Supervisory Control and Data Acquisition
SAD	Software Design Description
SCRAM	Synchronous Dynamic Random Access Memory
SIT	Systems Integration Test
SLA	Service Level Agreement
SQL	Structured Query Language
SASH	Secure Shell
SO	Single Sign-On
TCP/IP	Transmission Control Protocol / Internet Protocol
TCRP	Transit Cooperative Research Program
TAMA	Time Division Multiple Access
TPA	Ticket Processing Unit
TS	Technical Specifications
U.S.	United States
UL	Underwriters Laboratories, Inc.
UPS	Uninterruptible Power Supply
UTFS	Universal Transit Farecard Standards
UP	Unshielded Twisted Pair
V	Volts
VAC	Volts Alternating Current
VDC	Volts Direct Current
W	Watts
WAN	Wide Area Network
WEPP	Wired Equivalent Privacy
WAA	Wife Protected Access
ZIFF	Zero Insertion Socket

26 CONTRACT DELIVERABLES REQUIREMENT LIST (CDRL)

CDRL	Submittal Description	Section	Design Requirement			Quantity	Other
			CDR	PDR	FDR		
100	Management Plan		✓	✓	✓		15 days after NTP
101	Documentation List		✓	✓	✓	3	
102	Inspection and Test Plan			✓	✓		
103	Test Procedure				✓		
104	Quality Assurance Plan			✓	✓		
105	Performance Measurement Plan			✓	✓		
106	Configuration Data List		✓	✓	✓		
107	Configuration Drawing			✓	✓		
108	Integrated Wiring Diagrams				✓		
109	Drawing Format		✓				
110	Training Program Plan			✓	✓		
111	Warranty Plan						
200	CDR Package		✓				
201	PDR Package			✓			
202	FDR Package				✓		
203	Passenger Information			✓	✓		
204	OCU Information & Keys			✓	✓		
205							
300	Farebox Drawing		✓				
301	Bus Placement Drawings			✓			
302	Fare Table Configuration			✓			
303	Cashbox Receiver			✓	✓		
304	Farebox Alarms, Messages, Data			✓			
305	Trip Records			✓			
306	Wireless Probe Security			✓			

CDRL	Submittal Description	Section	Design Requirement			Quantity	Other
			CDR	PDR	FDR		
307	Cashbox Receiver Installation		✓	✓	✓		
308	Cashbox Receiver Structural			✓	✓		
400	Maintenance Manual Draft				✓		
401	Operator Manual Draft				✓		
402	Training Materials				✓		
403							
404							
405							
406							
407							
408							
409							
410							
411							
412							
500	Repair & Maintenance Manual				✓		
501	Shop Maintenance Manual				✓		
502	Illustrated Parts Catalog				✓		
503	Software User Manual				✓		
504	Operations Manual				✓		
505	Operator Manual				✓		
					✓		
600	Special Tools				✓		
601	Recommended Spare Parts				✓		
602	Consumables List				✓		
603							
604							
605							

CDRL	Submittal Description	Section	Design Requirement			Quantity	Other
			CDR	PDR	FDR		
700							
701							
702							
703							
704							
705							
800							
801							
802							
803							
804							
805							
900	Base Line Schedule		✓	✓	✓		
901	Progress Schedule			✓	✓		
902	Monthly Progress Report						
903	Manual Schedule						
904	Training Schedule						
905							

THIS AGREEMENT is made as of the ____ day of _____, 2009, by and between the SAN MATEO COUNTY TRANSIT DISTRICT (DISTRICT) and _____ ("CONTRACTOR").

WHEREAS, the DISTRICT desires to obtain an automatic fare collection system, and has issued a Request for Proposals dated April 29, 2009, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish an automatic fare collection system and submitted a written proposal dated _____, 2009, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide an automatic fare collection system to the DISTRICT in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

The scope of the CONTRACTOR'S services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TIME OF COMPLETION

CONTRACTOR shall commence work upon the DISTRICT'S issuance of a written Notice to Proceed and shall diligently prosecute all of the work under this Agreement in all parts and requirements to completion as specified in Exhibit ___, unless sooner terminated pursuant to Section 21. The CONTRACTOR shall furnish the DISTRICT with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

Following DISTRICT's Final Acceptance, the one-year warranty period shall commence. After the expiration of the one-year warranty period, the DISTRICT, at its sole discretion, reserves the option to enter into a Hardware/Software Maintenance and Support Agreement with CONTRACTOR for hardware and software maintenance and support services at the costs set forth in Exhibit _____. The DISTRICT will notify CONTRACTOR of its intention to exercise its option for hardware and software maintenance no later than 60 days prior to the expiration of the warranty term.

It is further understood that this Agreement is subject to the DISTRICT'S right to terminate the Agreement in accordance with Section 21 of this Agreement.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of the DISTRICT. The DISTRICT shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged, or destroyed before final delivery to the DISTRICT, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

5. CONFIDENTIALITY

Any DISTRICT materials to which the CONTRACTOR has access or materials prepared by

the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the DISTRICT'S General Manager.

6. USE OF SUBCONTRACTORS

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

7. CONTRACTOR'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

8. CHANGES

The DISTRICT may, make changes at any time, by written order, within the Scope of Work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any DISTRICT conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive DISTRICT approval for extra work prior to performing extra work may, at the DISTRICT'S sole discretion, result in nonpayment of the invoices reflecting such work.

9. CLAIMS OR DISPUTES

The CONTRACTOR shall be solely responsible for providing timely written notice to DISTRICT of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the DISTRICT'S intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR'S failure to provide timely notice shall constitute a waiver of CONTRACTOR'S claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the DISTRICT, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the DISTRICT due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the DISTRICT, such notice shall be given to the DISTRICT prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the

happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the DISTRICT, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the contract.

10. DISADVANTAGED BUSINESS ENTERPRISES

The DISTRICT, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR Part 26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the DISTRICT to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to the DISTRICT'S construction, procurement, and professional services activities. To this end, the DISTRICT has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with the DISTRICT in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the DISTRICT, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

“The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DISTRICT deems appropriate.”

11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

12. CONFLICT OF INTEREST

Depending on the nature of the work performed, a CONTRACTOR of the DISTRICT is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern DISTRICT employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code

Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the DISTRICT'S Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by DISTRICT.

No person previously in the position of Director, Officer, employee or agent of the DISTRICT may act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the DISTRICT, or any Officer or employee of the DISTRICT, for a period of twelve months after leaving office or employment with the DISTRICT if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

13. PROHIBITED INTEREST

No member, officer, or employee of the DISTRICT during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Proposer or CONTRACTOR by making a formal or informal appearance, or any oral or written communication, before the DISTRICT, or any officer or employee of the DISTRICT, for a period of one year after leaving office or employment with the DISTRICT if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a Contract.

14. RESPONSIBILITY; INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless the DISTRICT, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by the willful misconduct or a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

15. INSURANCE

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than **\$1 million**. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and

expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR'S indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR'S insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this contract, CONTRACTOR shall provide the DISTRICT with satisfactory evidence of compliance with the insurance requirements of this section.

A. Types of Insurance

1. Workers' Compensation and Employers' Liability Insurance

- a. Workers Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of **\$1 million**.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$1 million**. Such insurance shall cover all of CONTRACTOR'S operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Cross Liability or Severability of Interests Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three years following termination of this Agreement.

3. Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$1 million** per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
 - All Owned vehicles.

- Non-owned vehicles.
- Hired or rental vehicles.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance

Property and/or transit insurance, whichever is applicable, with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
- CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the DISTRICT, if any.
 - Debris removal.
 - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

5. Professional Liability Insurance

A professional liability policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the DISTRICT and having minimum limits of liability of **\$1 million** per claim or occurrence and **\$1 million** annual aggregate.

The policy shall cover:

- a. The policy shall include coverage for:
- All services and work performed under this Agreement.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

6. Employee Dishonesty Insurance/Crime

An Employee Dishonesty covering Contractor's employees for theft of money, securities or other property with a limit of at least \$500,000. Contractor shall reimburse SamTrans for any and all losses within the deductible and for insured losses the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.

- a. The policy shall contain a Joint Loss Payee endorsement naming the District as further detailed in the Endorsements Section below.

B. Endorsements

1. Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the San Mateo County Transit District and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the San Mateo County Transit District and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the San Mateo County Transit District.

4. Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the San Mateo County Transit District as an Additional Insured shall not in any way affect DISTRICT'S rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and the San Mateo County Transit District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

5. Joint Loss Payee Endorsement

The District shall be named as a Joint Loss Payee on the Contractor's Employee Dishonesty policy.

C. Evidence Of Insurance

All Coverages - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Director, Contracts and Procurement of the DISTRICT with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTOR'S policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the District's Director, Contracts and Procurement.

D. General Provisions

1. Notice of Cancellation

The policies shall provide that the CONTRACTOR'S policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the DISTRICT's Director, Contracts and Procurement.

2. Acceptable Insurers

All policies will be issued by insurers acceptable to the DISTRICT (generally with a Best's Rating of A- 10 or better).

3. Self-insurance

Upon evidence of financial capacity satisfactory to the DISTRICT and CONTRACTOR'S agreement to waive subrogation against the DISTRICT respecting any and all claims that may arise, CONTRACTOR'S obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR'S personnel and equipment have been removed from the DISTRICT property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

E. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the CONTRACTOR'S start of work (including subsequent policies purchased as renewals or replacements).
2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.
3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

F. Deductibles and Retentions

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR'S policies without right of contribution from the DISTRICT.

16. MANNER OF PAYMENT

CONTRACTOR shall submit invoices to the DISTRICT in accordance with the following payment schedule: *TBD*

Invoices shall be submitted to the DISTRICT by CONTRACTOR based on the completion of [each/the above] milestones. Each invoice shall reference the contract number, specify the completed milestone number, and state the amount of payment requested. Upon approval of each milestone, DISTRICT shall pay approved invoices within 30 days of their receipt.

17. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the DISTRICT. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be

one solely between that person and the CONTRACTOR.

18. ASSIGNMENT

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

19. DISTRICT WARRANTIES

The DISTRICT makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

20. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager/CEO, or such person or persons as they shall designate in writing from time to time, shall represent and act for the DISTRICT.

21. TERMINATION

The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the DISTRICT shall pay to CONTRACTOR in accordance with the provisions of Sections 16 all sums actually due and owing from the DISTRICT for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the DISTRICT shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this contract.

22. RISK OF DAMAGE OR LOSS

At all times prior to Final Acceptance, CONTRACTOR assumes liability for tangible property damage or loss to any equipment provided by CONTRACTOR, except for tangible property damage and loss caused by the negligence or omission or willful misconduct of the DISTRICT. In the case of damage or loss caused by the negligence or omission or willful misconduct of the DISTRICT, the CONTRACTOR will use commercially reasonable efforts to promptly replace the damaged or lost equipment, at the CONTRACTOR's initial cost, and submit the amount(s) expended to the DISTRICT for reimbursement as a clearly identified separate item on its next invoice to the District. Notwithstanding the foregoing, title to all materials and equipment shall pass to DISTRICT, free of all encumbrances, at the time of delivery at the DISTRICT's designated location.

CONTRACTOR shall repair or replace, or cause to be repaired or replaced, at the CONTRACTOR's expense, all damage to DISTRICT's facilities, buildings, or grounds, caused by the CONTRACTOR or its employees or agents. Such repairs shall be made promptly after the CONTRACTOR has become aware of such damage. Should the CONTRACTOR fail to make timely repairs or replacement of such damaged items, the DISTRICT shall have the right to take corrective measures itself and deduct the cost from any sums owed to the CONTRACTOR.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the DISTRICT to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the DISTRICT makes final payment under this Agreement.

24. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the DISTRICT's Project Manager and the CONTRACTOR's _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: General Manager/CEO
 San Mateo County Transit District
 1250 San Carlos Avenue
 San Carlos, CA 94070-1306

If to the CONTRACTOR: _____
 Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

25. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

26. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the DISTRICT.

27. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the DISTRICT provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

28. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

29. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Professional Services constitutes the complete agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

SAN MATEO COUNTY TRANSIT DISTRICT:

By: _____

Title: General Manager/CEO

ATTEST:

By: _____
District Secretary

APPROVED AS TO FORM:

By: _____
Attorney for the District

CONTRACTOR: (See footnote below)*

By: _____

Title: _____

By: _____

Title: _____

Note: If the CONTRACTOR is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws.)

The "Grand Total, All Inclusive, Not-to-Exceed Price" includes the total cost for performing all services required for this contract, including but not limited to, labor, materials, software, insurance, supplies, travel, per diem, overhead, profit, subcontractors, and all other costs, excluding sales tax involved in performing the required services described under this contract. Each section of the Cost Proposal, must be completed and enter the result in the "Grand Total, All Inclusive, Not-to-Exceed Price".

	Description	Specification Section	Qty	Unit Price	Total
Bus Equipment					
1	Farebox and Operator Control Unit	5.1-12; 5.16-24	324		
2	Cashbox	5.9; 5.19;	324		
3	Farebox, spare	10.3	17		
4	Cashbox, spare		50		
5	Operator Control Unit, spare	5.2	17		
6	Electronic Control Unit	5.5			
7	Coin Handling Unit, spare	5.6	50		
8	Bill Handling Unit, spare	5.7	50		
9	Magnetic Farecard Processing Unit, spare	5.1.1; 5.10-12			
10	Printer Spare		50		
11	Farebox Hood (top), spare		17		
12	Farebox mounting kits		324		
13	Farebox mounting kits, spare		17		
14	J1708 Data Interface Cable				
15	Installation	5.1.3, 12.1-4			
Subtotal A					
Base Equipment					
1	Probe, infrared, with cable	7.2.1; 12.4	1		
	North		1		
	South		1		
2	Probe antenna	7.2.1; 12.4			
	North				
	South				
3	Base Server/Computer	7.1; 7.2.2;	1		
	North		1		
	South		1		
4	Probe, infrared, with cable spare		2		
5	Base printer		1		
6	Cashbox Receiver	5.19.1-3; 5.24.3; 6.1.2-3	6		
7	Vault Housing	6.1-4	6		
8	Mobil Bin	6.1.5	9		
9	Installation	4.3.2; 5.1; 5.18.1; 6.1.6; 12.1-4			
	North				
	South				
10	Revenue Audit Unit	6.1.7	1		
11	UPS	7.4	1		
Subtotal B					

Central Office Equipment					
1	Server/Computer, complete	8.1			
2	Software	8.2-4			
3	UPS				
4	Installation				
5	Software Escrow	21.2			
Subtotal C					
Training Manuals					
1	Operator	17.2-3	600(hard) 1(CD)		
2	Maintenance	17.2-3	90(hard) 1(CD)		
3	Software	17.2-3	2 (hard copy) 1 (CD)		
Subtotal D					
Training Courses					
1	Operator, SamTrans Trainer	19.1; 19.2-3	2		
2	Maintenance, SamTrans Trainer	19.1; 19.4	2		
3	System and Software	19.1; 19.5	2		
Subtotal E					
Test and Repair Equipment					
1	Special Test Fixture	9.1; 9.2	3		
2	Automated Test Equipment	9.1; 9.3	3		
3	Farebox test unit	9.1; 9.4	5		
4	Farebox development & test unit	9.1; 9.7	5		
5	Bill Validator test unit	9.1; 9.6	5		
6	Coin Validator test unit	9.1; 9.5	5		
Subtotal F					
Fare Media					
1	Day Pass, Change card	5.12, 10.4			
2	Access Control Proximity Cards	5.19.3, 10.4			
Subtotal G					
Consumables					
1	Bulbs, belts, and bearings	10.2			
Subtotal H					
Warranty					
1	Warranty	21.1-6			
2	Warranty Optional Extension	21.3			
Subtotal I					
Logistical					
1	Shipping and Handling	3.7.1-9			
Subtotal J					
System Maintenance and Support					
1	System Maintenance	Year 1			
2	System Maintenance	Year 2			
3	System Maintenance	Year 3			
4	System Maintenance	Year 4			
5	System Maintenance	Year 5			
Subtotal K					
GRAND TOTAL, ALL INCLUSIVE, NOT-TO-EXCEED (ADD SUBTOTALS A-K)					

Project Management and Tech Support			Hourly Rate
1	Project Manager	3.1-6	
2	Design Engineer		
3	Technician		

1. Is your firm a registered Disadvantaged Business Enterprise (DBE)?

Yes _____ No _____

If the answer is "Yes", please fill in your DBE Certification Number: _____

2. Does your firm plan to subcontract any of the work or services required under this contract to any subcontractors or subconsultants, or procure items from suppliers?

Yes _____ No _____

If the answer is "Yes", please continue with completing this questionnaire.

If the answer is "No", you may stop here and you do not need to continue to Question 3. Please sign and submit this page.

3. Describe briefly how your firm solicited small businesses, including DBEs, to participate on this contract.

4. Identify the portion(s) of the work or service that were selected for subcontracting and explain why these portions of work were selected:

5. Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, subconsultant or supplier:

6. Describe any efforts your firm made to assist small businesses, including DBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among other requirements, to perform this contract:

7. Describe any other steps your firm used to encourage or select small businesses, including DBEs:

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the Agency in evaluating the Proposer's compliance with the proposal requirements.

Signature of Owner or Authorized Representative

Title

Date

Designation of Subconsultants and Sub-bidders

Proposer's Name: _____ Is your firm a Disadvantaged Business Enterprise: Yes _____ No _____
 Address: _____ Firm's Annual Gross Receipts: _____ Age of Firm: _____
 _____ Phone: () _____ Fax: () _____

Instructions: Proposer **MUST** provide information below for ALL subcontractors/subconsultants/suppliers ("sub-bidders") that provided Proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no sub-bids.

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Fax/Contact Person	DBE? (Yes/No)	Description of Work, Services, or Supplies	Dollar Amount of Work, Services, or Supplies	Bid/Quote Accepted? (Yes/No)
1					
2					
3					
4					
5					

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the District. The undersigned certifies that any DBE listed whose quote was accepted will be performing a commercially useful function on the contract. I certify under penalty of perjury that the information included on this form is accurate and true.

 Signature of Owner or Authorized Representative

 Print Name

 Date

**LOBBYING CERTIFICATION FOR CONTRACTS GRANTS, LOANS AND
COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)**

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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

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

The Proposer, _____(Company), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
 13520348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter date of last report
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known. Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No.10a) (last name, first name, MI.): <i>Attach Continuation Sheet if necessary.</i>	
11. Amount of Payment (Check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (Check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted for Payment Indicated in Item 11. <i>Attach continuation sheet if necessary.</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> YES <input type="checkbox"/> NO		
16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form-LLL	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____

Page ____ of ____

Authorized for Local Reproduction

Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C;
4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C; 4810-25-C;
3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-
C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
(c) Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

IMPORTANT: SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATES:

Certificate of Compliance with 49 USC 5323(j)(2)(C)

The Proposer hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C) and the applicable regulations in 49 CFR 661.

_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

OR:

Certificate for Non-Compliance with 49 USC 5323(j)(2)(C)

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

_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

BUY AMERICA CERTIFICATE OF COMPLIANCE
STEEL, IRON OR MANUFACTURED PRODUCTS
To be completed if the total bid amount exceeds \$100,000

IMPORTANT: SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATES:

Certificate of Compliance with 49 USC 5323(j)(2)(C)

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

_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

OR:

Certificate for Non-Compliance with 49 USC 5323(j)(2)(C)

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

_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B)**

A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may pursue available remedies, including suspension and/or debarment.

(2) The Proposer shall provide immediate written notice to the District if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the District for assistance in obtaining a copy of those regulations.

(4) The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the District.

(5) The Proposer further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

(7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the District may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

(1) The Proposer certifies, by submission of this proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID BG BARBA-1 DATE (MM/DD/YY) 03/14/02

PRODUCER
Technology Insurance Services,
c./Osgood Division
Seaport Ct., Suite 200
of Redwood City CA 94063
Phone: 650-367-8700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

XYZ Company
123 Main Street
Any Town CA 12345

INSURERS AFFORDING COVERAGE
INSURER A: Chubb Group
INSURER B: Kemper National Ins. Co.
INSURER C: Lexington Insurance Company
INSURER D: Lloyd's of London
INSURER E: Allianz Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	AB 12345678	03/14/02	03/14/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 250,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	AU45678901	03/14/02	03/14/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 9012345	03/14/02	03/14/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
STL 09-SAMTR-S-030
SamTrans, its directors, officers, employees and agents are added as Additional Insured on General Liability and Auto.
Severability of Interests Clause on General Liability.
Waiver of Subrogation on all above coverages.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
SAMTRAN			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PHONE OR MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL TO THE ADDRESS SHOWN ON THE POLICY.
San Mateo County Transit Dist. 1250 San Carlos Avenue San Carlos, CA 94070			AUTHORIZED REPRESENTATIVE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**STATE
COMPENSATION
INSURANCE
FUND**

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JUNE 28, 2004

POLICY NUMBER: 12345-67
CERTIFICATE EXPIRES: 2-26-06

SAN MATEO COUNTY TRANSIT DISTRICT
1250 SAN CARLOS AVE
SAN CARLOS CA 94070

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ³⁰~~30~~ days' advance written notice to the employer.

We will also give you ³⁰~~30~~ days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Tom Hansen
AUTHORIZED REPRESENTATIVE

K. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

XYZ CORPORATION
123 NORTH STREET
ANYTOWN, USA

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE SAN MATEO TRANSIT DISTRICT (hereinafter referred to as "DISTRICT") has entered into a Contract with _____ (hereinafter referred to as "Principal") for construction of the _____ (the "Contract"); and

WHEREAS said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the DISTRICT, in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the DISTRICT or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the DISTRICT, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract, including Principal's obligations to defend, indemnify, and hold harmless the DISTRICT from intellectual property infringement claims, during the original term and any extensions thereof as may be granted by the DISTRICT, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the DISTRICT as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the DISTRICT to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at the DISTRICT's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the DISTRICT, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the DISTRICT for all costs the DISTRICT incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the DISTRICT's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT or its successors or assigns.

In the event suit is brought upon this bond by the DISTRICT, Surety shall pay reasonable attorney's fees and costs incurred by the DISTRICT in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____

Note:

*To be executed by Principal
and Surety with acknowledgment
and notarial seal attached.*

By _____

(Surety)

Address)

By _____

By _____

STATE OF CALIFORNIA)

CITY AND COUNTY OF _____)

ss.

On _____, 20__ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

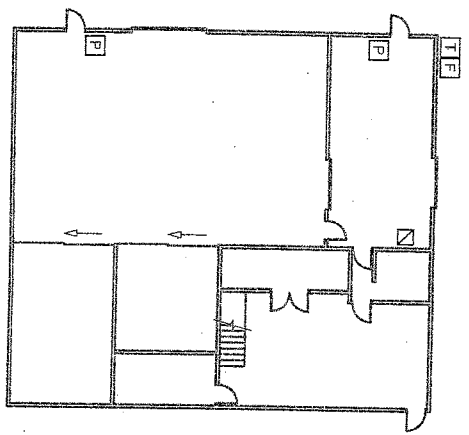
Witness my hand and official seal.

Notary Public

LEGEND

- DS DUCT SMOKE
- P MANUAL PULL STATION
- HS HORN STROBE
- H HORN
- ST STROBE
- WF WATER FLOW SWITCH
- WT WATER FLOW TAMPER
- S SMOKE DETECTOR
- AN ANNUNCIATOR
- FACP FIRE ALARM CONTROL PANEL
- HE HORN EXPANDER
- DH DOOR HOLDER

EXHIBIT 2

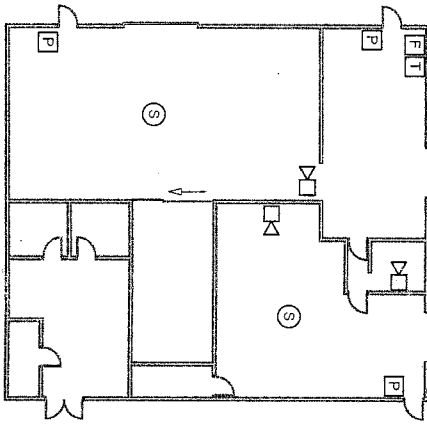


NORTH BASE
Fire Alarm Equipment
 Building 300
 301 North Access Road
 South San Francisco, California
 October 2002
SHEET 4 OF 4

EXHIBIT 3

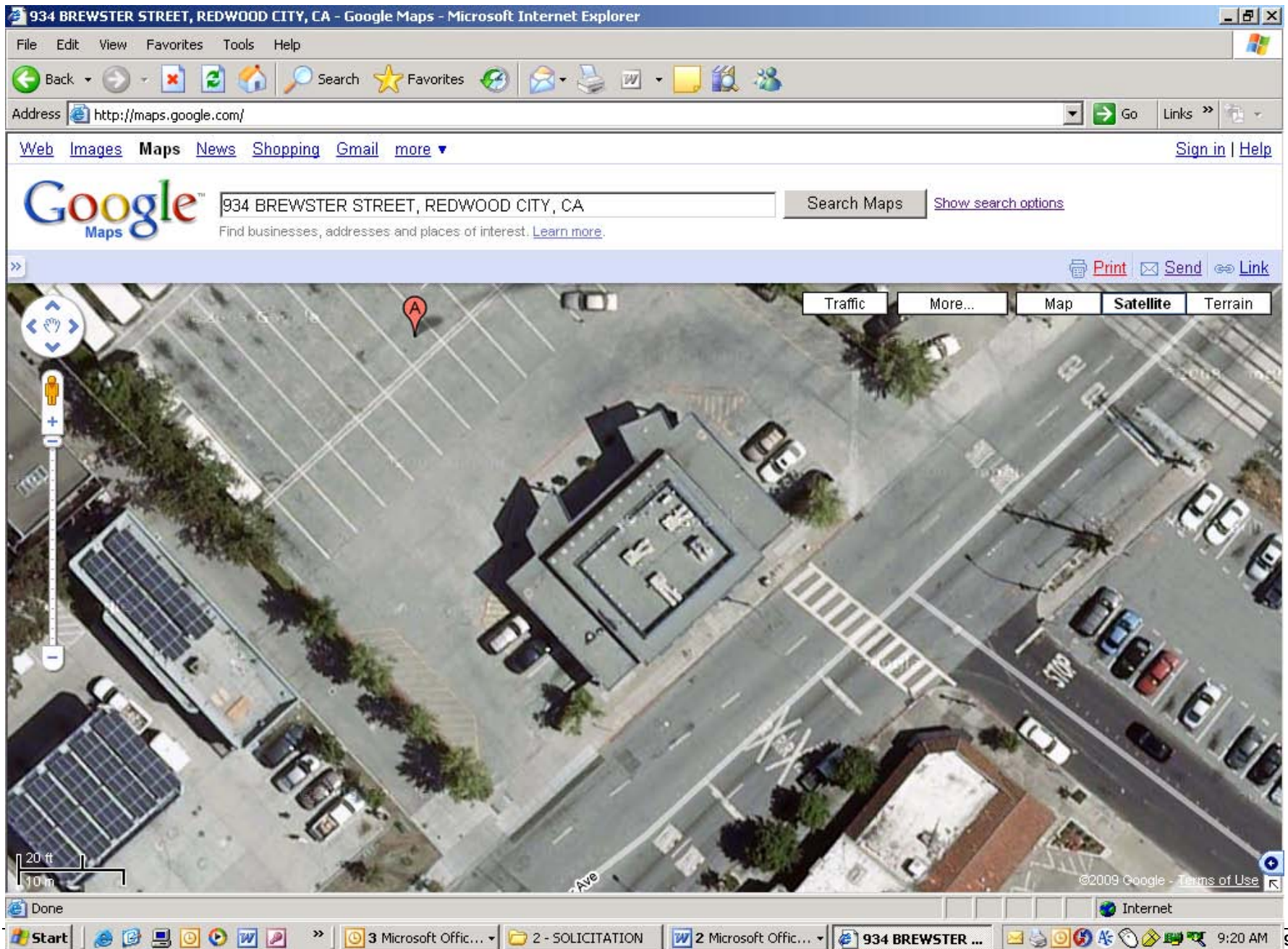
LEGEND

- DS DUCT SMOKE
- P MANUAL PULL STATION
- HORN HORNS
- STROBE
- WATER FLOW SWITCH
- T WATER FLOW TAMPER
- S SMOKE DETECTOR
- AN ANNUNCIATOR
- FACP FIRE ALARM CONTROL PANEL
- HE HORN EXPANDER
- DH DOOR HOLDER



NOTE:
PULL BOX AND HORN AT FUEL ISLAND
BUILDING 400

SOUTH BASE
Fire Alarm Equipment
Building 300
501 Pico Boulevard
San Carlos, California
October 2002
SHEET 4 OF 4





Address **942 Brewster Ave**

Address is approximate

Save trees. Go green!
Download Google Maps on your phone at google.com/gmm





REQUEST FOR PROPOSALS

09-SAMTR-S-030

FOR

PROVIDING AUTOMATIC FARE COLLECTION SYSTEM

FOR

THE SAN MATEO COUNTY TRANSIT DISTRICT

TO ALL PROSPECTIVE PROPOSERS:

Attached are the following:

1. Addendum No. 1.

The attached Addendum No. 1 modifies the Solicitation Documents and Specifications as provided herein. All other provisions of the Solicitation Documents shall remain in full force and effect.

May 4, 2009
Date

/s/ Brian Geiger
Brian Geiger, Contract Officer
Contracts & Procurement Department

The purpose of this Addendum No. 1 is to make changes to the Request for Proposals of the solicitation documents:

1. Page RFP-1, Section 1, Introduction

Delete the paragraph in its entirety and replace with the following in lieu of it:

“The San Mateo County Transit District (District or SamTrans) is seeking proposals from experienced and qualified vendors to provide an Automatic Fare Collection System (System) to be installed on the bus fleet, Central Office and three bus terminals. It is the District's intent to award a Contract to an established contractor of Automatic Fare Collection Systems. The selected Contractor will act as a prime contractor who will provide expertise and supply, install and commission any and all hardware, software and licenses necessary to implement the Automatic Fare Collection System. The selected Proposer will be responsible for providing options for maintenance and support of the system including fareboxes, probes, servers, communications backbone for a period of five years after completion of the system warranty.”

2. Page RFP-7, Section 11.A.6, Sample Software License Agreement and Source Code Information

Delete the paragraph in its entirety and replace with the following in lieu of it:

“Describe your firm's software licensing structure in detail and describe your provisions for escrow and verification of source code. Provide a sample software license agreement. Proposer's agreement needs to contemplate the escrow and verification of source code and the intellectual property requirements as included in the Appendix A, Technical Specification, Section 22.”

3. Page RFP-10, Section 11.B.5, Liquidated Damages

Delete the table in its entirety and replace with the following in lieu of it:

“

Liquidated Damages (LD) Will Be Assessed for each day of delay, if any of these Milestones is Not Met	Amount of LD Per Day of Delay
Installation of Fareboxes in all revenue vehicles successfully completed (MILESTONE 8)	\$260
Installation and Test at District Central Office, including central computer system, successfully completed (MILESTONE 9)	\$260
Failure to meet the requirements of the warranty agreement (APPENDIX A, SECTION 21.3 & 21.5)	\$1,600

”

4. Page RFP-19, Section 15.R, Incorporation of Federal Transit Administration (FTA) Terms

Delete this paragraph in its entirety and replace with the following in lieu of it:

“The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual

provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause the District to be in violation of the FTA terms and conditions.”

4. Page Appendix A, Technical Specifications, Section 13. 1, Acceptance

Delete the first paragraph in its entirety and replace with the following in lieu of it:

“SamTrans will authorize commencement of the Final Acceptance period upon verification that all critical activities have been accepted. During the Final Acceptance period the Contractor shall submit all final documentation reflecting all changes and corrections. Final Acceptance will occur after completion of 90 consecutive days of operation in accordance with these specifications and performance requirements, of the complete system in the revenue collection and system management modes. A failure or defect during the acceptance period shall stop the acceptance period until the condition is corrected. A failure or defect that is determined to be generic and/or affects system operation to specification shall be corrected to SamTrans’ satisfaction. The acceptance period shall resume from the point stopped, upon SamTrans’ acceptance of the Contractor’s corrective action. The Contractor shall notify SamTrans when all activities critical to the performance of the fare collection system are complete.”

End of Addendum No. 1 to 09-SAMTR-S-030.

Important: Prospective Proposers should acknowledge receipt of this Addendum No. 1 by signing below and acknowledging receipt in its proposal.

ACKNOWLEDGED:

Name

Title

Company Name



REQUEST FOR PROPOSALS

09-SAMTR-S-030

FOR

PROVIDING AUTOMATIC FARE COLLECTION SYSTEM

FOR

THE SAN MATEO COUNTY TRANSIT DISTRICT

TO ALL PROSPECTIVE PROPOSERS:

Attached are the following:

1. The District's response to Questions and Requests for Clarification as set forth in the above noted solicitation documents.
2. Addendum No. 2.

The attached Addendum No. 2 modifies the Solicitation Documents and Specifications as provided herein. All other provisions of the Solicitation Documents shall remain in full force and effect.

June 4, 2009
Date

/s/ Brian Geiger
Brian Geiger, Contract Officer
Contracts & Procurement Department

	QUESTION/CLARIFICATION REQUESTS	DISTRICT'S RESPONSE
1.	Please post the pictures handed out at the pre-proposal meeting of the vaults rooms to your Web site.	Please see attached Exhibits.
2.	<p><u>Page RFP-2, Section 5.A, Current Fare Collection Process Information</u></p> <p>In regards to the statement "In some cases a Brewster based bus may have its farebox cashbox vaulted mid route.</p> <p>1. Is this due to the small capacity of the cashbox?</p> <p>2. What is the current capacity of the cashboxes?</p>	<p>Response to Question 1: Vaulting mid-route is no longer standard practice. See Addendum No. 2.</p> <p>Response to Question 2: The above is not related to cashbox capacity. The current cashbox configuration holds approximately \$500.00 in mixed coins and \$300.00 in one dollar bills/tickets.</p>
3.	<p><u>Page RFP-6, Section 11.A.2, Proposer's Qualifications</u></p> <p>In regards to the statement "Proposer must submit a copy of their latest audited financial statement completed by a certified public accountant within the past 18 months.</p> <p>Would SamTrans accept a Dun & Bradstreet rating/report?</p> <p>We are a privately held company and are unable to release audited financial statements.</p>	<p>A Dun & Bradstreet rating/report is insufficient.</p> <p>Evidence of a firm's financial stability must be provided in an appropriate audited financial statement. The reason the District requires financial statements is to ensure that the highest ranked Proposer is financially sound and has the financial capacity to provide the equipment and services as requested.</p>
4.	<p><u>Page RFP-9, Section 11.B.4, Performance Bond</u></p> <p>Would SamTrans consider reducing the required 100% performance bond to a lower percentage?</p>	No.
5.	<p><u>Page 5, Appendix A, Technical Specification, Section 2.5.2, Integration with Translink</u></p> <p>1. In order to properly respond to this component of the RFP, we require detailed electrical specifications to the TransLink reader to see whether or not the device can be attached to the Farebox and the power routed with the Farebox power.</p> <p>2. In order to properly respond to this component of the RFP, we require detailed specifications on the SmartCard format being used on the TransLink card.</p>	<p>Response 1. See Addendum No. 2.</p> <p>Response 2. Refer to Section 5.15, 2nd paragraph.</p>

<p>6.</p>	<p><u>Page 24, Appendix A, Technical Specification, Section 5.5.1, Fare Tables</u></p> <p>Please explain how fare set information is to be received via J1708.</p>	<p>Section 5. The District is interested in reducing bus operator actions and increasing fare system flexibility with the new farebox. Section 5.2.2 requires the farebox be capable of receiving consecutive messages from the AMDT. The purpose of this requirement is that in addition to Operator logon being downloaded to the farebox, Run information is also downloaded. A Run unique ID can be related to a defined fare set. See Section 5.23.</p>
<p>7.</p>	<p><u>Page 31, Appendix A, Technical Specification, Section 5.10.1, General</u></p> <p>The description of the magnetic stripe card units is a proprietary system description. Would SamTrans accept an alternative for this requested feature?</p>	<p>Yes. The proposed alternative must meet the functional requirements.</p>
<p>8.</p>	<p><u>Page 32, Appendix A, Technical Specification, Section 5.11.2, Optional Credit Card Processing</u></p> <p>The specification make no reference to PCI compliance for handling the credit card data. What is Sam Trans plans to meet the banking card standards for PCI?</p>	<p>SamTrans recognizes that PCI DSS compliance is required. Contractors with farebox credit card acceptance capability should respond.</p>
<p>9.</p>	<p><u>Page 36, Appendix A, Technical Specification, Section 5.14, Optional BART Farecard Reading and Validation</u></p> <p>To properly scope the level of effort required:</p> <p>a. Can Sam Tran provide a description of the type of fare media BART is using for the BART Plus fare card?</p> <p>b. What level of integration is anticipated for this BART transaction?</p> <p>c. Will there be a requirement for back office reporting to BART for these transactions?</p>	<p>Response to a. and b. The BART Plus ticket is currently a flash pass. SamTrans desires the driver removed from the decision to determine whether a BART Plus ticket is valid or not. BART ticket encoded data is proprietary. The farebox application may collect two pieces of information from a swiped ticket to accept or reject the ticket; the ticket type (BART Plus) and date.</p> <p>Response to c. No</p>

10.	<p><u>Page 36, Appendix A, Technical Specification, Section 5.15, Optional Translink Smart Card Processing</u></p> <p>To properly scope the level of effort required:</p> <p>Can SamTrans provide integration requirements from Translink for acceptance of the Translink card and protocol for data exchange between back office and Translink? As this has been done for other agencies in the region, we assume this specification is available.</p>	<p>Section 5.15 requests Contractor optionally indicate <u>interest, capability and experience</u> in integrating proprietary smart card platforms.</p>
11.	<p>Pending answers to these questions and further design review ACS requests an extension of 4 weeks to July 17 on the proposal due date. The additional time after receipt of answers will allow for a response that reflects both the functional requirements but also minimizes costs.</p>	<p>Extension Denied. The timeline remains unchanged.</p>

This concludes the District's response to Questions and Requests for Clarification for 09-SAMTR-S-030.

The purpose of this Addendum No. 2 is to make changes to the Request for Proposals of the solicitation documents:

1. Page RFP-2, Section 5.A, District Statement of Purpose, Sixth Paragraph

Delete the sixth paragraph in its entirety and replace with the following:

“Revenue is collected at three locations; North Base, South Base and the Brewster depot. Except for Brewster, revenue is collected by the security staff as the bus, coming off route, enters the facility. The cashbox is removed from the farebox and replaced with an empty cashbox. The Brewster facility manages approximately 58 buses. At Brewster, a bus pulling in off route is parked and turned off. The security staff accesses each parked bus to switch the cashbox containing revenue with an empty cashbox. The cashbox is vaulted in the same manner at each facility.”

2. Page RFP-7, Section 11.B.2, Evidence of Ability to Conduct Business in the State of California

Delete this section in its entirety.

3. Page RFP-11, Section 11.B.5, Liquidated Damages

Delete this section in its entirety and replace with the following in lieu of it:

“5. Liquidated Damages

It is agreed by the parties to the Contract that time is of the essence, and in the event of a delay in completion of the specified portions of the work beyond the date set forth in the Contract Documents, or authorized extensions, damage will be sustained by the District, and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay. It is, therefore, agreed that the District shall be paid an amount as set forth below as liquidated damages.

- A. Installation of Fareboxes in all revenue vehicles successfully completed (MILESTONE 8) - **\$260** per calendar day of delay.
- B. Failure to complete the Final Acceptance test described in Appendix A, Section 13 of the Technical Specifications within 120 calendar days of commencement (Milestone 9) - **\$260** per day of delay beyond 120 calendar days.
- C. Failure to meet the response time requirements for warranty service described in Appendix A, Section 21.3 of the Technical Specifications -- **\$1,600** per calendar day of delay beyond the time specified for response.
- D. If at any point during the warranty period the System does not meet the Technical Specifications such that the District can not automatically collect daily information with regard to ridership data but must instead emulate the system manually, the Contract be assessed **\$1,600** for each calendar day after the first 24 hour period it does not satisfactorily resolve the problem.

The Contractor shall pay such liquidated damages as provided. The District may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract, or if such monies due are insufficient, the Contractor or its Surety(ies) shall pay to DISTRICT any deficiency in monies within 30 days of demand therefore by DISTRICT.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in the contract documents, for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the District to be beyond the reasonable control of the Contractor, provided Contractor notifies the Director, Contracts & Procurement in writing of the causes of delay within five calendar days from the beginning of any such delay.

The Director, Contracts & Procurement, shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control.”

4. Page TOC-viii, Appendix A, Table of Contents, Section 22, Rights to Data

Delete this section in its entirety and replace with the following:

“22 INTELLECTUAL PROPERTY PROVISIONS.....	85
22.1 DEFINITIONS.....	85
22.2 GRANT OF LICENSE.....	85
22.3 PATENT AND COPYRIGHT WARRANTIES.	85
22.4 INDEMNIFICATION.....	86
22.5 SOURCE CODE.....	86
22.6 PRECEDENCE.....	86”

5. Page 6, Appendix A, Section 2.5.2, Integration with Translink

Delete this section in its entirety and replace with the following:

“SamTrans current schedule to join the TransLink® Regional Program is December 2009. The TransLink® on-board equipment is independent of the farebox. Since the farebox procurement schedule coincides with the implementation of TransLink® and at least one regional agency is integrating TransLink® into their fare collection equipment, SamTrans desires to select a farebox with optional smart card processing capability.”

6. Page 40, Appendix A, Section 5.24.1, General

Delete this section in its entirety and replace with the following:

“5.24.1 General

All software for the farebox and supporting systems shall adhere to the functional requirements. Source code shall be properly documented to facilitate programmer understanding of the processing steps coded within each routine and the relationship to the system or subsystem function. Source code documentation shall include change control and revision history tracking. “

7. Page 63, Appendix A, Section 13.1, Final Acceptance

Delete the second bullet point and replace with the following:

“ • Contractor has deposited all source code into escrow pursuant to section 22.”

8. Page 83, Appendix A, Section 21.5, Fleet Defects

Please add the following sentences to end of the paragraph:

"In the event that a fleet defect occurs that results in the District losing fare revenue, Contractor shall be liable to the District for the actual amount of such lost revenue. The Contractor agrees to pay such actual damages, and further agrees that the District may deduct such amount from any monies due ore that may become due the Contractor under the Contract."

9. Page 85, Appendix A, Section 22, Rights to Data

Delete this section in its entirety and replace with the following:

"22. INTELLECTUAL PROPERTY PROVISIONS

22.1 Definitions

The term "Contractor Software" means any software reasonably necessary to operate or maintain any portions of the Fare Collection System that is a product or application of Contractor that pre-existed the execution of this Agreement.

The term "Contractor Software Customizations" means any software reasonably necessary to operate or maintain any portions of the Fare Collection System that is a customization, modification, or other change or addition of or to Contractor Software made under this Agreement.

The term "Third Party Software" means any software reasonably necessary to operate or maintain any portions of the Fare Collection System that does not constitute Contractor Software or Contractor Software Customizations.

The term "Materials" means any recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement—with examples including, but not being limited to: computer software documentation; change logs; engineering drawings; specifications; standards; process sheets; manuals; technical reports; catalog item identifications; and related information—and for clarity, excluding financial, administrative, and cost and pricing information incidental to the work.

22.2 Grant of License

The CONTRACTOR grants to the District a perpetual, unlimited, royalty-free, non-exclusive and irrevocable license for the District (including without limitation its officers, directors, employees, and agents) to install, use, copy, modify, and maintain the Contractor Software, the Contractor Software Customizations, and Materials, with no limitation on the number of sites or users. With regard to any software that specifically configures the District's Fare Collection System, the District shall have the right to modify settings and parameters including, but not limited to: operating data (machine numbers, network numbers, and up/download parameters), tariff data, screen and voice text and graphics, and printed ticket text and graphics.

In providing the Fare Collection System, the Contractor will use only that Third Party Software that has been expressly approved in writing by the District. Contractor will procure, maintain, and otherwise be responsible for all licenses for the District, in the District's name, for any such Third Party Software reasonably necessary to operate or maintain the Fare Collection System. The Contractor shall provide to the District copies of such licenses, along with any related software or license documentation.

To the extent that any other licenses or permissions are reasonably desirable or necessary for the District to operate or maintain the Fare Collection System, the Contractor hereby grants to the District to the maximum extent within its rights—or will procure for the District,

in the District's name, to the maximum extent reasonably negotiable—any such licenses and permissions.

All rights and licenses granted under or pursuant to this Agreement are and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree that the District, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing herein shall be deemed to constitute a present exercise of such rights and elections.

22.3 Patent and Copyright Warranties

The Contractor represents and warrants that any use of the Fare Collection System (or any portion of the Fare Collection System) by the District (or its officers, directors, agents, employees, or transit users) will not infringe or violate the patent, copyright, trade-secret, or other intellectual-property or proprietary rights of any third party.

The Contractor further represents and warrants that it has or will have all appropriate licenses, agreements, or ownership rights pertaining to all patent, copyright, trade-secret, or other intellectual-property or proprietary rights needed for the performance of its obligations under this Agreement—including without limitation that it will have all necessary rights to use patentable or copyrightable materials, equipment, devices, or processes not furnished by the District used on or incorporated in the work under this Agreement. The Contractor assumes all risks arising from the use of any such patented or copyrighted materials, equipment, devices, or processes.

22.4 Indemnification

The Contractor shall indemnify, defend and hold harmless the District, its directors, officers, agents, and employees against any liability, including costs and expenses, arising out of, resulting from, or in connection with any act or omission of the Contractor affecting the proprietary rights of third parties, including liability arising out of the publication, translation, reproduction, delivery, use, or disposition of any work furnished under this Agreement.

The Contractor shall indemnify, defend and hold harmless the District (and its officers, directors, agents, employees, or transit users) to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to, or in connection with any claim or allegation that the ownership, possession, or use of any software, materials, equipment, devices, processes, or other materials provided by Contractor relating to the Fare Collection System infringe or violate the patent, copyright, trade-secret, or other intellectual-property or proprietary rights of any third party. In case any such software, materials, equipment, devices, processes, or other materials are held to constitute an infringement and their use enjoined, the Contractor, at Contractor's sole cost and expense shall: (a) secure for the District the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license, or licenses, or (b) replace such materials, equipment, devices, or processes with noninfringing materials, equipment, devices, or processes, or (c) modify them so that they become noninfringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid for them without prejudice to any other rights of the District. If the amount of time necessary to proceed with one of these options is deemed excessive by the District, the District may direct the Contractor to select another option or risk default.

22.5 Source Code

The Contractor agrees that it will deposit the source code for any Contractor Software and Contractor Software Customizations into escrow (including all updates, versions, releases, and upgrades licensed under this Agreement or any related maintenance agreements between Contractor and the District), with a source code agent capable of providing Level 2 certification/verification. Deposit shall be at reasonable periodic intervals based generally on the pace at which the software is being developed or changed—and shall include any and all subsequent updates, versions, releases, and upgrades licensed under this Agreement or any related maintenance agreements between Contractor and the District. The source code escrow agreement shall remain in place, and source code deposits shall be updated and maintained, for as long as the District and Contractor have entered into a software maintenance or support agreement; provided that the term of any escrow agreement shall in no event be less than 15 years. The applicable source code will be released to the District (or any contractor acting on its behalf) in the event of nonperformance or the inability of Contractor to execute or maintain the portion of the Fare Collection System controlled by or through its applicable software. Contractor agrees that the District (or any contractor acting on its behalf) may use the source code to maintain, fix, or modify the Contractor Software and the Contractor Software Customizations as reasonably necessary to operate or maintain any portions of the Fare Collection System. Contractor and the District will separately document an escrow agreement concurrently with this Agreement. The Contractor shall be responsible for any costs related to the escrow.

22.6 Precedence

In the event of conflict between this Section 22 and any separate software license, escrow, or otherwise related agreement, this Section 22 shall take precedence.”

End of Addendum No. 2 to 09-SAMTR-S-030.

Important: Prospective Proposers should acknowledge receipt of this Addendum No. 2 by signing below and acknowledging receipt in its proposal.

ACKNOWLEDGED:

Name

Title

Company Name

Brewster Street, Redwood City Vault Room and entryway



South Base Vault Room



North Base Vault Room



January 14, 2010

Mr. Mark Mahon
GFI, Genfare an SPX Division
751 Pratt Blvd
Elk Grove Village, IL 60007

transmitted via email: Mark Mahon [mark.mahon@spx.com]

MICHAEL J. SCANLON
GENERAL MANAGER/CEO

SUBJECT: RFP 09-SAMTR-S-030, PROVIDING AUTOMATIC FARE COLLECTION SYSTEM

Dear Mr. Mahon:

We are writing you now to request that your firm submit a 2nd revised proposal. The District has revised Sections 5.23, CAD/AVL Interface and Section 24.3, Server, Base Workstation and Farebox Software of the Appendix A, Technical Specifications, per attached.

Also included, herein, is a 2nd Revised Cost Proposal to include the CAD/AVL Communications and Revised Maintenance and Support Service Plan, Subtotal K. For convenience the changed areas are shaded in gray.

We would like to negotiate your proposed Sample Software Maintenance Agreement and Software License Agreement. The provisions that we would like to address are as follows:

Sample Software License Agreement:

1. Software Licenses, Section 3 - This section is in conflict with Section 22, Intellectual Property Provisions of the Appendix A, Technical Specifications. The District will want a separate agreement in accordance with Section 22 and ask that this section be revised to accommodate this.
2. Intellectual Property Rights, Section 9.1 - Add the following words "To the maximum extent permitted by law" to this section to read:

“Intellectual Property Rights” means patent, copyright, trade secret, trademark, trade dress and all other proprietary rights. To the maximum extent permitted by law, all Intellectual Property Rights, in or regarding the Equipment, Software, User Materials, revisions or modifications, methods of use or application, and maintenance methods shall be the property of GFI Genfare, if: (a) developed or obtained by GFI Genfare; or (b) jointly developed by GFI Genfare, Customer or any of Customer’s employees, officers or contractors, such work being a work for hire on GFI Genfare’s behalf.”
3. Intellectual Property Rights, Section 9.2 - Add the following words "To the maximum extent permitted by law" to this section to read:

“To the maximum extent permitted by law, if, after execution of this Agreement, Customer or its employees, officers or contractors, without any assistance or information from GFI Genfare, conceive or discover any revisions or modifications, methods of use or application, or maintenance methods with respect to the Equipment Software or User Materials, GFI Genfare shall have a fully paid-up, perpetual license, effective everywhere, with sublicensing rights, to make, have made, use, sell, copy, distribute or otherwise exploit such developments or derivatives or modifications of them.”
4. Indemnity, Warranty, Disclaimer and Limitation of Liability, Section 10 - Contains (a) a warranty limitation on the equipment provided, and (b) a broad liability cap on any matter relating to the subject matter of the Agreement. Both of these provisions go beyond what the District could agree to in a

Software License Agreement. Please modify section 10.3 to limit its scope to Software and delete section 10.5 in its entirety.

5. Dispute Resolution, Forum and Applicable Law, Section 11.1 - We ask that the governing laws be changed to the State of California.
6. Dispute Resolution, Forum and Applicable Law, Section 11.2 - We ask that the binding arbitration be changed to the State of California.

Sample Software Maintenance Agreement:

1. Limitation of Liability, Section 9 - We are asking that this section be deleted in its entirety. We are not in favor of any liability cap.
2. Governing Law and Venue, Section 11.3 - We ask that the governing laws be changed to the State of California.

Your revised proposal and cost proposal must be received in the Contracts & Procurement Department, 1250 San Carlos Ave., San Carlos, CA, 94070, to the attention of Brian Geiger on or before **2:00 p.m., January 22, 2010**. Following receipt of the revised proposal and cost proposal the Evaluation Committee will evaluate it in accordance with terms of the revised solicitation.

The District appreciates your participation in this solicitation process. Please call me at 650-508-7973 if you have any questions.

Sincerely,



Brian Geiger
Contract Officer

cc: Evaluation Committee
file

Appendix A Technical Specification Revisions 1.13.10

5.23 CAD/AVL INTERFACE

Replace this section in its entirety with the following.

The Computer Aided Dispatch Automatic Vehicle Location (AVL) system will be the primary log-on and log-off location for the bus operator. Successful log-on is required for revenue operation. The farebox startup sequence shall require receipt and validation of AVL log-on information consisting of:

- Operator ID (field length to be determined)
- Route, Run and SamTrans unique Trip ID number (field length to be determined)
- Current date and time (upon log on)

The SamTrans unique Trip ID shall be displayed on the farebox display and updated on receipt of each AVL message.

The farebox shall monitor the J1708 interface for connection and data. If the AVL or J1708 link is determined to be out of service after several communication attempts, the farebox will prompt the operator to log-on manually. A connection timeout period shall be a configurable parameter. The farebox shall automatically resume communication with the AVL when the connection is restored.

The AVL records vehicle location (latitude/longitude) when the door opens. The farebox shall automatically tag each transaction with the following information from the AVL:

- Stop location (latitude/longitude)
- Operator ID (field length to be determined)
- Route, Run and SamTrans unique Trip ID number (field length to be determined)

The farebox shall detect invalid location (e.g., lat/long field is zero) or loss of AVL communication and prompt the operator to enter the Trip ID. The Trip ID is updated automatically when the AVL communication is restored. When AVL communication is restored the farebox shall transfer the following information to the AVL system:

- Log on/Log off activity
- Farebox Alarms

The farebox shall enter non-revenue mode or lockout fare transaction upon operator log-off or the farebox has been idle for a time period. The farebox idle timeout shall be a configurable parameter.

The following alarm conditions shall be communicated to the AVL in real time:

1. Cashbox full - Bills - Alarm shall be created when the bill portion of the Cashbox is "full", i.e., it has reached a preset capacity.
2. Cashbox full - Coins - Alarm shall be created when the coin portion of the Cashbox is "full", i.e., it has reached a preset capacity
3. Cashbox removed - Alarm shall be created whenever a Cashbox is removed from a vehicle on the road.
4. Farebox bypass set – Alarm shall be created when the vehicle operator sets the farebox to bill or coin bypass mode.
5. Cashbox door opened in service - Alarm shall be created when the Cashbox door is opened on a vehicle on the road.
6. Maintenance Access - Alarm shall be created when any maintenance cover/door of the farebox is opened when the vehicle is on the road.
7. Farebox out of service - Alarm shall be created whenever a farebox event causes the farebox to be automatically shutdown.
8. Cashbox inserted – if a cashbox can be removed and inserted without being vaulted then an alarm is required if a cashbox has been removed from a vehicle on the road and immediately reinserted. The Cashbox number shall be included with the message.
9. Media level below a preset number

5.23 CAD/AVL INTERFACE (CONT'D)

The Contractor shall append the SamTrans unique Bus Stop ID to the daily farebox transaction report. The Bus Stop ID shall be related to the appropriate stop location.

The Contractor is responsible for all work required integrating the CAD/AVL and farebox J1708/1587 messaging capability to achieve the design requirements delineated in this section. All work necessary to integrate the CAD/AVL and farebox includes, but is not limited to the following:

- Dedicated project and technical resources with the requisite hardware and software skill set.
- Communication with the CAD/AVL vendor, ACS, for technical specification to implement J1708/1587 messaging between the CAD/AVL and farebox according to these specifications.
- Conduct field testing at SamTrans to confirm CAD/AVL J1708/1587 messaging to specification.
- Design, implement and verify the J1708/1587 capability of the farebox to communicate with the CAD/AVL according to these specifications.
- Present J1708/1587 design during the Preliminary Design Review.
- Conduct field performance testing according to Section 11.5.2

24.3 SERVER, BASE WORKSTATION AND FAREBOX SOFTWARE

(Replace this section in its entirety with the following. Changes from previous addendum are underlined.)

A five year maintenance and technical support service plan (plan) for the Central Office hardware and software, Base workstation and farebox software shall be provided. The plan shall provide for the following:

1. Server and PC hardware refresh cycle of four years,
2. Software and firmware refresh cycle to coincide with the hardware refresh cycle except for operating system and software security and vulnerability patches, which will be installed as released following Contractor's validation that the release is acceptable, and
3. Contractor shall Image each server and work station prior to software refresh, upgrade or modification. The two most recent revisions of each computer system's image shall be retained. No image less than 90 days old can be deleted. Contractor shall implement a formal revision control program to track and document the modification or upgrade. At the end of the plan, all images and documentation of each image shall be formally turned over to SamTrans.
4. Technical support shall be available Monday through Friday, 8am to 5pm Pacific. Emergency after hour technical support may be at time and material.
5. Contractor shall acknowledge receipt of a request for services within 30 minutes of the request.
6. Maintenance and technical support for third party hardware, firmware and software used in the design and development of the fare collection system.

The unit price of the first five year maintenance and technical support service plan shall be split into two ; one price for the first year of the five year plan and one price for the remaining four years of the five year plan. SamTrans shall have the option to renew the plan for an additional five (5) years. Prior to the end of the second five year option, SamTrans shall have the option to renew the maintenance and technical support services for an additional five years. The Contractor shall invoice SamTrans annually at the beginning of each plan year.

The "Grand Total, All Inclusive, Not-to-Exceed Price" includes the total cost for performing all services required for this contract, including but not limited to, labor, materials, software, insurance, supplies, travel, per diem, overhead, profit, subcontractors, and all other costs, involved in performing the required services described under this contract. Each section of the Cost Proposal, must be completed and enter the result in the "Grand Total, All Inclusive, Not-to-Exceed Price".

Add 9.25% Sales Tax, where applicable*, in column provided.

Proposer shall enter the total amount (Qty x Unit Price x 9.25%*) = in the Total Column

Changes from previous revised cost proposal are shaded in gray for convenience.)

	Description	Specification Section	Qty	Unit Price	Sales Tax	Total
A. Bus Equipment						
1	Farebox and Operator Control Unit	5.1-12; 5.16-24	324			
2	Cashbox	5.9; 5.19;	324			
3	Farebox, spare	10.3	17			
4	Cashbox, spare		50			
5	Operator Control Unit, spare	5.2	30			
6	Electronic Control Unit	5.5	15			
7	Coin Handling Unit, spare	5.6	110			
8	Bill Handling Unit, spare	5.7	110			
9	Magnetic Farecard Processing Unit, spare	5.1.1; 5.10-12	125			
10	Printer Spare		125			
11	Farebox Hood (top), spare		0			
12	Farebox mounting kits		324			
13	Farebox mounting kits, spare		17			
14	J1708 Data Interface Cable		220			
15	Installation	5.1.3, 12.1-4				
16	CAD/AVL Communication	5.23	1			
Subtotal A					\$	
B. Base Equipment						
1	Probe, infrared, with cable	7.2.1; 12.4	1			
	North		1			
	South		1			
2	Probe antenna	7.2.1; 12.4				
	North					
	South					
3	Base Server/Computer	7.1; 7.2.2;				
	North		1			
	South		1			
	Brewster		1			

4	Probe, infrared, with cable spare		4			
5	Base printer		1			
6	Cashbox Receiver	5.19.1-3; 5.24.3; 6.1.2-3	12			
7	Vault Housing	6.1-4	6			
8	Mobile Bin	6.1.5	9			
9	Installation					
	North	4.3.2; 5.1; 5.18.1; 6.1.6; 12.1-4				
	South Brewster					
10	Revenue Audit Unit	6.1.7	3			
11	UPS	7.4	1			
Subtotal B						\$

C. Central Office Equipment						
1	Server/Computer, complete	8.1				
2	Software	8.2-4				
3	UPS					
4	Installation					
5	Software Escrow	22.5				
Subtotal C						\$

D. Training Manuals						
1	Operator	17.2-3	600(hard) 1(CD)			
2	Maintenance	17.2-3	90(hard) 1(CD)			
3	Software	17.2-3	2 (hard copy) 1 (CD)			
Subtotal D						\$

E. Training Courses						
1	Operator, SamTrans Trainer	19.1; 19.2-3	2			
2	Maintenance, SamTrans Trainer	19.1; 19.4	2			
3	System and Software	19.1; 19.5	2			
Subtotal E						\$

F. Test and Repair Equipment						
1	Special Test Fixture	9.1; 9.2	3			

2	Automated Test Equipment	9.1; 9.3	3			
3	Farebox test unit	9.1; 9.4	5			
4	Farebox development & test unit	9.1; 9.7	5			
5	Bill Validator test unit	9.1; 9.6	5			
6	Coin Validator test unit	9.1; 9.5	5			
Subtotal F						\$
G. Fare Media						
1	Multi-use Farecard	5.10,1-3	250,000			
2	Day Pass, Change card	5.12, 10.4	800,000			
3	Farecard encoder	5.10.4				
	Hardware		1			
	Software		1			
	License		1			
4	Access Control Proximity Cards	5.19.3, 10.4				
Subtotal G						\$
H. Consumables						
1	Bulbs, belts, and bearings	10.2				
Subtotal H						\$
I. Warranty						
1	Warranty	21.1-8				
2	Extended Warranty Annual	21.3.2				
3	Extended Warranty Multi-year	21.3.2				
4	Extended Warranty by item	21.3.2				
Subtotal I						\$
J. Logistical						
1	Shipping and Handling	3.7.1-9				
Subtotal J						\$

K. Maintenance and Support Service Plan						
1	Maintenance Service Agreement Farebox and Revenue Collection	24.2	Year 1			
	Second year option	24.2	Year 2			
	Third year on-call only	24.2	Year 3			
2	Maintenance Service Agreement Server, Workstations and Farebox Software	24.3	First year of 5 Year MSA			
	Second 5 year option	24.3	Remaining four years of 5 Year MSA			
			Second 5 Years			

	Third 5 year option	24.3	Third 5 Years		
				Subtotal K	\$
GRAND TOTAL, ALL INCLUSIVE, NOT-TO-EXCEED (ADD SUBTOTALS A-K)					\$ _____
Project Management and Tech Support				Hourly Rate	
1	Project Manager	3.1-6		\$	
2	Design Engineer			\$	
3	Technician			\$	

Geiger, Brian

From: Geiger, Brian
Sent: Thursday, January 14, 2010 8:04 AM
To: mark.mahon@spx.com
Subject: Request for 2nd revised Proposal and Cost Proposal for 09-SAMTR-S-030 FAREBOX

Importance: High

Attachments: Appx C Cost Proposal revised to include CAD-AVL IT MSA_01.14.2010.pdf; GFI.PDF; Appx A_ CAD-AVL Interface IT Maint Serv Plan revision 1 13 10 r1.pdf



Appx C Cost
Proposal revised t...



GFI.PDF (130 KB)



Appx A_ CAD-AVL
Interface IT...

Mark:

Per attached letter, GFI.pdf, we are requesting your firm submit a 2nd revised proposal, as well as, a 2nd revised cost proposal.

Sincerely,

BRIAN GEIGER
Contract Officer, Contracts & Procurement San Mateo County Transit District 1250 San
Carlos Ave.; San Carlos, Ca 94070
SamTrans Caltrain TA

Tracking:

Recipient

mark.mahon@spx.com
Kington, Roi
'jcleland@aurigacorp.com'

Delivery

Delivered: 1/14/2010 8:04 AM

ORIGINAL

EXHIBIT - B

PROPOSAL

TO

**SAN MATEO COUNTY
TRANSIT DISTRICT**

FOR THE PROVISION OF AN

AUTOMATIC FARE COLLECTION SYSTEM

RFP No. 09-SAMTR-M-030

Prepared and Submitted
by

GFI GENFARE

AN SPX DIVISION

751 Pratt Boulevard
Elk Grove Village, IL 60007
847-593-8855
Fax: 847-593-1824

Contact:
Mark Mahon
Director of Sales, Western Region
(702) 655-6719

June 15, 2009

CONFIDENTIALITY STATEMENT

This proposal contains proprietary information whose disclosure to unauthorized parties would be materially damaging to GFI Genfare. Disclosure of proprietary information is prohibited under the Freedom of Information Act (F.O.I.A.) (5 U.S.C. §522) and other relevant statutes (e.g., 18 U.S.C. §1905). Distribution of this proposal is to be restricted to those directly involved in its review and evaluation. GFI Genfare urges the authority to safeguard the confidentiality of this document to the extent permitted by law.

June 15, 2009

Brian Geiger, Contract Officer
San Mateo County Transit District
Contracts and Procurement
1250 San Carlos Avenue
San Carlos, CA 94070-1306

RE: Automatic Fare Collection System – RFP 09-SAMTR-S-030

Mr. Geiger:

GFI Genfare is pleased to provide the San Mateo County Transit District (SamTrans) with the accompanying proposal for an automatic fare collection system. As requested, we are providing one original and five copies, plus one copy on CD-ROM in PDF format. Our cost proposal and other required appendices may be found in Appendix A. The following information was requested in the RFP:

- E-mail address for Mark Mahon, GFI contact person for this proposal: mark.mahon@spx.com; GFI sales e-mail address: gfi.sales@spx.com.
- GFI is the leading provider of bus fare collection systems in North America with more than 50,000 fareboxes currently in service at more than 200 agencies. We are unmatched in terms of the reliability of our equipment and our ability to support it throughout its service life.
- GFI is prepared to sign the agreement for goods and services with the amendments requested herein.
- This proposal is good for 180 days from the date of this letter.
- The undersigned has authority to bind the proposer, and has read, understood, and will comply with the terms and conditions set forth in the contract documents.
- A memorandum of insurance from GFI's insurance carrier may be found following this letter.
- GFI was established in 1980. It is a division of SPX Corporation of Charlotte, NC, a publicly-held company listed on the New York Stock Exchange.
- As a specialist in transit fare collection equipment, virtually all of GFI's business is with local government agencies. As indicated, our equipment is currently in operation at more than 200 transit agencies throughout North America.

GFI Genfare appreciates the opportunity to bid on this important procurement. If there are any questions about our proposal, or if you would like to arrange a demonstration of our products, please contact the undersigned for a prompt response. We look forward to providing the District and the riders of SamTrans with modern, secure, and reliable fare collection equipment.

Sincerely yours,



Kim R. Green
President

MEMORANDUM OF INSURANCE

DATE OF ISSUE: 1/1/2009

PRODUCER:
 AON RISK SERVICES CENTRAL, INC.
 Grand Rapids MI Office
 171 Monroe Avenue N W – Suite 525
 Grand Rapids, MI 49503
 CONTACT: Joy Teitsma PHONE: (877) 266-1043

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	ACE American Insurance Company
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED:
 GFI Genfare
 SPX Corporation
 13515 Ballantyne Corporate Place
 Charlotte NC 28277 USA

COVERAGES

This memorandum verifies that the following coverages are in force: Commercial General Liability including Products Liability, Automobile Liability and Worker's Compensation/Employer's Liability.

This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE <input checked="" type="checkbox"/>	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS SHOWN ARE AS REQUESTED	
A	COMMERCIAL GENERAL LIABILITY	XSLG2374790A	1/1/09	1/1/10	GENERAL AGGREGATE	\$ 25,000,000
	<input checked="" type="checkbox"/> COM GEN LIABILITY				PRODUCTS-COMP/OP AGG	\$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 5,000,000
	<input type="checkbox"/> OWN & CONT PROT				EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> Contractual Liability				FIRE DAMAGE (Any fire)	\$ 5,000,000
					MED EXPENSE (Any one person)	\$ 25,000
A	AUTOMOBILE LIABILITY	ISAH08249684	1/1/09	1/1/10	COMBINED SINGLE LIMIT	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	EXCESS LIABILITY					
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMB				AGGREGATE	\$
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WLRC44354871	1/1/09	1/1/10	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
		All Other States	1/1/09	1/1/10	EACH ACCIDENT	\$ 1,000,000
		SCFC44354913	1/1/09	1/1/10	DISEASE-POLICY LIMIT	\$ 1,000,000
		WI	1/1/09	1/1/10	DISEASE-EACH EMPLOYEE	\$ 1,000,000
	WCUC44366708					
	MI, OH					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Limits of Liability shown for General Liability policy XSLG2374790A are in excess of a Self Insured Retention of \$250,000 per occurrence.

Limits of Liability shown for Workers' Compensation policy #WCUC44366708 are in excess of a Self Insured Retention of \$1,000,000 per occurrence.

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1. PROPOSER'S QUALIFICATIONS

GFI Genfare is pleased to provide the District with this proposal for an automatic fare collection system. As North America's leading manufacturer of electronic bus fare collection equipment, we are confident we can supply SamTrans with a reliable, secure, technologically advanced system that will meet its needs for years to come.

1.1 COMPANY QUALIFICATIONS

1.1.1 Firm History

Since its establishment in 1980, GFI Genfare has been the premier manufacturer of bus fare collection equipment to Transit Systems in North America. GFI's principal products include:

- *Electronic Fareboxes.* GFI's Odyssey electronic validating farebox accepts, validates and counts cash, magnetic farecards, smart cards, and, optionally, credit cards, all without driver intervention except in the case of special fares. GFI's CENTSaBILL electronic registering bus farebox accepts and counts coins, tokens, and bills, providing total revenue security from the time a customer pays a bus fare until the transit agency deposits the money in the bank. Our CardQuest "cashless farebox" processes magnetic cards and optionally smart cards for specialized applications.
- *Ticket Reader/Issue Machine (TRiM).* An add-on module for installation on bus fareboxes, the TRiM reads, writes, and verifies magnetic transfers, passes, tickets, and optionally contactless smart cards.
- *Ticket Vending Machines.* The Vendstar ticket vending machine accepts bills, coins and credit cards; makes change; and issues up to four different types of tickets or magnetic passes. The Vendstar is networked to a central computer in order to monitor passenger use, revenue, and security at all times. Our PEM printer/encoder machine processes electronic fare cards in an office environment.
- *Data Systems.* GFI provides a variety of data systems using microcomputers and custom software to support its revenue collection products. These systems range from relatively simple standalone computers to complex multilevel networks.

Since its inception, GFI Genfare has provided more than 200 customers with well over 50,000 pieces of transaction processing equipment, including fareboxes, secure revenue vaults, data systems, ticket vending machines, turnstiles, and other specialized electronic devices.

Year Founded – Form of the Organization – Corporate History. GFI Genfare is a wholly owned subsidiary of SPX Corporation of Charlotte, North Carolina, an NYSE-listed company with approximately \$5.9 billion in revenues in 2008. SPX acquired GFI's previous corporate parent, General Signal Corporation of Stamford Connecticut, in 1998. GFI was initially incorporated in 1980 as General Farebox, Inc. With the financial backing of General Signal, GFI developed the first practical electronic registering farebox, which quickly became the industry standard. It is estimated that more than 80% of the bus fareboxes in mainstream transit service in North America were manufactured by GFI.

Number, Size and Location of Offices – Number of Employees. Except for satellite maintenance operations in Los Angeles and remote sales offices in North Carolina and Nevada, all GFI operations are conducted from a single facility in Elk Grove, Illinois, in suburban Chicago. This location is convenient to a ready labor market equipped with all skills required for GFI's operations. Chicago-area companies provide a majority of all materials and manufacturing services required for GFI's products. Over the years, GFI has developed a group of suppliers and subcontractors who are able to provide quality equipment and materials to GFI under the most demanding schedules.

GFI is located in a 60,000-square-foot, modern, fireproof building approximately ten minutes from O'Hare International Airport in one of the largest industrial parks in the United States. This facility houses management, administration, accounting, marketing, sales, engineering, production, service/parts, testing, and shipping. As a result we are able to achieve many operating efficiencies, including better quality control, quicker decision-making, tighter control of inventory, better availability of spare parts, and quick response times. GFI employs 130 people, approximately one-third of whom are engineers and other technical personnel. GFI's software programming is performed by a staff of full-time programmers who are supplemented by specialized software consultants as needed.

GFI provides program and project management to monitor specification compliance and maintain delivery schedules. GFI requires 100 percent inspection, testing, and burn-in of each product shipped. GFI's facilities include a complete model shop, CAD/CAM drafting, a walk-in environmental chamber, and conveyORIZED production lines.

1.1.2 References

We have provided five references on comparable contracts as requested in the RFP. We can provide many additional references if desired.

Greater Cleveland Regional Transit Authority
1240 W 6th ST NW
Cleveland, OH 44113

CONTACT: Allen Polly (216) 771-4059

CONTRACT AWARD: June 13, 2007
CONTRACT DELIVERY DATE: August 2007
CONTRACT VALUE: \$12,341,357
CONTRACT STATUS: Installation of fareboxes and turnstiles complete; smart card implementation pending

DESCRIPTION OF SYSTEM DELIVERED:

- 800 fareboxes
- Vaulting and probing system
- Data system
- Turnstile rehabilitation

City of Detroit Department of Transportation
1301 East Warren
Detroit, MI 48207

CONTACT: Thomas Catron (313) 833-5685

CONTRACT AWARD: November 2006
CONTRACT DELIVERY DATE: March 2007
CONTRACT VALUE: \$7 million
CONTRACT STATUS: Complete

DESCRIPTION OF SYSTEM DELIVERED:

- 578 fareboxes
- 20 revenue systems
- 4 PEM printing encoding machines

Metro-Dade Transit3300 Northwest 32nd Ave.
Miami, FL 33142

CONTACT: Jose Rodriguez (305) 638-7220

SUBCONTRACT AWARD: June 3, 2008
SUBCONTRACT DELIVERY DATE: January 2009
SUBCONTRACT VALUE: \$9,169,000
SUBCONTRACT STATUS: Farebox, vault, and data system installation complete

DESCRIPTION OF SYSTEM DELIVERED:

- 1,000 fareboxes
- Vaulting and probing equipment

Golden Gate Transportation District1011 Anderson Drive
San Rafael, CA 94901

CONTACT: Nicole Gilardi (415) 453-2156

CONTRACT AWARD: February 22, 2008
CONTRACT DELIVERY DATE: April 2008
CONTRACT VALUE: \$3,041,720
CONTRACT STATUS: Complete

DESCRIPTION OF SYSTEM DELIVERED:

- 250 fareboxes
- Vaulting and probing equipment
- Data system
- PEM printing and encoding machine

Washington Metropolitan Area Transit Authority600 Fifth St. NW
Washington DC 20001

CONTACT: Ramon Abramovich (202) 962-2479

SUBCONTRACT AWARD: Jan 2001
SUBCONTRACT DELIVERY DATE: 2002-2003
SUBCONTRACT VALUE: \$14 million
SUBCONTRACT STATUS: Closed – system accepted

DESCRIPTION OF SYSTEM DELIVERED:

- 1,620 validating fareboxes with smart card processors
- 24 vaults with mobile collection bins
- Data system

GFI provided bus fare collection equipment as a subcontractor to Cubic Transportation Systems. Fleetwide installation complete and system accepted. System provides for multimodal fare integration (bus and rail) plus regional farecard using smart cards in an open systems data environment.

1.2 FINANCIAL INFORMATION

All GFI projects are completed within the budget, including those listed above. As a division of SPX Corporation, GFI has the financial resources to complete the largest projects. A copy of SPX's latest annual report, which includes an audited financial statement, may be viewed at <http://investors.spx.com/annual.cfm>. A copy of the 2008 annual report is included with this proposal.

1.2.1 Conditions Affecting Proposer's Ability to Perform Contract

There are no commitments, potential commitments, or other conditions that would affect GFI's ability to perform the contract.

1.2.2 Statement of Firm's Financial Strength

GFI's corporate parent, SPX Corporation, had \$5.9 billion in revenue in 2008. SPX's Dun and Bradstreet number is 00-602-4129.

1.2.3 Statement Regarding Judgments, Litigation, Etc.

GFI is not subject or party to any judgments, litigation, or other legal action that would affect its ability to perform the contract. We have never been sued by a client.

2. PROJECT UNDERSTANDING

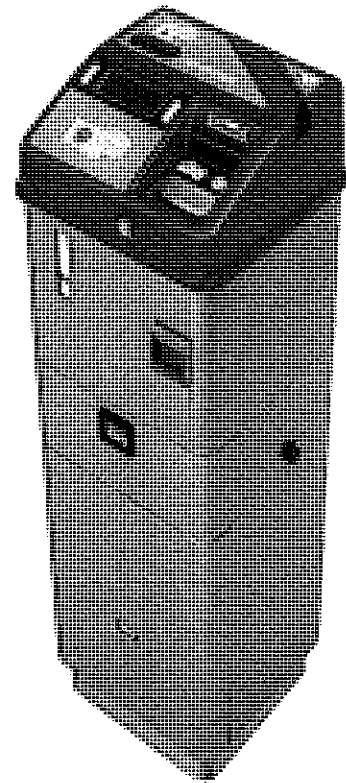
The proposed system includes the following principal components:

- *Odyssey validating farebox.* The Odyssey can process the full range of modern fare media, including cash, magnetic cards, and optionally contactless smart cards.
- *Revenue collection vaults* at each SamTrans base.
- *System 7 garage computer system and network manager.* The garage computer systems will extract data from the fareboxes at each SamTrans base and transmit it to the network manager at the central office.

Farebox Highlights

The Odyssey validating farebox offers many advantages:

- **Crashproof operation.** Unlike some competing products, the Odyssey farebox reboots almost instantly in the event of momentary power loss or brownout, a common problem on buses. This is made possible by an embedded microcontroller and other components developed for the automotive industry, coupled with a GFI-developed operating system designed for the transit environment. In contrast, competing fareboxes designed around PC-type products may require 60 seconds or longer to reboot after every interruption, or else must be provided with extra power conditioning hardware, adding cost and complexity.
- **Self-healing software.** The farebox continually monitors all internal operations and attempts to correct any software errors it detects. The farebox can continue to accept fares even in the event of subsystem failure.
- **Enhanced fare table updates.** If a fare change is planned, a new fare table can be uploaded to all fareboxes in advance and automatically activated at a predetermined date and time. If optional wireless data probing is implemented, fare tables can also be downloaded to buses parked in the yard. No more last-minute scrambling to probe all buses the night before a fare increase.
- **Easy configuration changes.** In the past, many farebox configuration parameters (e.g., timeouts) were hard-coded – changing them meant asking the contractor to modify the software, which was then downloaded to the fareboxes one at a time. Now System 7's configuration editor makes it possible for agency staff to modify hundreds of parameters using a fill-in-the-blanks template. The new parameters are then automatically downloaded to the fareboxes during routine servicing – no contractor involvement needed.
- **Fast, secure, reliable data probing.** GFI offers its proven infrared (optical) data probing system, the industry standard since 1980, which is virtually invulnerable to snooping and jamming. A watchdog process is implemented in the data system to monitor and re-initiate critical probing tasks automatically in the event of a process lockup, eliminating the need for a manual restart.
- **Multiple sounds.** In addition to the standard “beep” (payment accepted) and “warble” (rejected), different sounds can be assigned to different types of fares (adult, student, senior, etc.), making it easy to assure correct fare payment. Voice messages (e.g., “please pay amount shown”) are also available.



- **Minimizes use of invalid fare media.** Driver intervention is no longer required to intercept bogus coins, tokens, or bills, eliminating uncomfortable confrontations with passengers.
- **Allows greater flexibility in farebox positioning.** Driver controls for the Odyssey are housed in a separately-mounted operator control unit (OCU). Since the driver no longer needs to monitor inserted cash, the farebox can be placed in any position desired for maximum passenger convenience and ADA compliance.
- **Adds value to stored-value fare media.** Passengers may add value to smart cards by inserting the desired amount of cash in the farebox. In essence, the bus becomes a point of sale for electronic fare media. The Odyssey supports all mainstream farecard applications, including transfers, fixed and rolling-period passes, and stored-ride cards.
- **Enhanced vehicle networking capability.** The GFI farebox is "network ready" and can be connected to third-party onboard systems via an industry standard J1708/1587 interface.

The Odyssey validating farebox is a proven product. We installed the first Odysseys in 1998 and currently have over 15,000 units in service or in the final stages of implementation at agencies throughout North America. Previously we installed more than 40,000 electronic registering fareboxes at more than 200 North American transit agencies.

Data System Highlights

System 7 offers more power and versatility than ever, with an expanded list of reports and improved report customization capabilities such as precision data sorting. Features include:

- **Transactional database.** A transactional database containing detailed information about each electronic fare media transaction can be automatically generated, making it possible to implement a wide range of creative marketing programs including regional transit passes and employee billing systems. The transactional database also facilitates generation of custom reports and queries to aid in operations planning.
- **More reports.** We've added more standard reports, including one showing transfer traffic between intersecting routes to aid in scheduling and route planning.
- **Easy to use.** Graphical "front ends" for standard reports make it easy to sort and filter information using a wide range of criteria.
- **Fully networkable.** System 7 is fully networkable and can be integrated with existing information systems. Communication between nodes of the system can most easily be accomplished using an agency-supplied network, although dial-up is supported. Data can be manipulated using third-party tools either via export in comma-delimited ASCII format or through use of the ODBC (Microsoft Open Database Connectivity) interface. Use of all reporting features is fast and intuitive.
- **Allows you to control access.** A powerful, flexible database security administration function makes it possible for agencies to configure data system security in any desired manner – in a hierarchy, by groups (users are assigned to one or more groups, each of which has a specific configuration of user privileges), or individually (privileges tailored to each user). Adding, deleting, or modifying the privileges of users is accomplished quickly and conveniently.
- **Open architecture.** GFI equipment is fully compliant with applicable Intelligent Transportation Systems (ITS) standards, including the SAE J-1708/J-1587 standard and Transit Communication Interface Profiles (TCIP) for communication between onboard devices. We are also participating in development of the American Public Transportation Association Universal Transit Farecard Standards (UTFS).

3. PROJECT PLAN AND APPROACH

3.1 TECHNICAL APPROACH

A general discussion of GFI's technical approach may be found in the preceding section; this demonstrates how the proposed system meets or exceeds the District's technical requirements. A key aspect of the project is integration of the fare collection system with the District's CAD/AVL system via a J1708/1587 interface. GFI has extensive experience with such work, having successfully interfaced to AVL and other onboard systems provided by a variety of suppliers including Orbital. Examples:

AC Transit – In 2000 GFI installed 750 CENTSaBILL registering fareboxes and related equipment. The system included a J1708/1587 interface to an Orbital AVL system.

Orange County Transportation Authority – In 2002 GFI installed 800 Odyssey validating fareboxes and associated equipment. The installation included a J1708/1587 interface to an Orbital AVL system.

Societe de Transport de Montreal – GFI installed 1,817 Odyssey fareboxes, which included a J1708/1587 interface to an Axion destination sign system.

Charlotte Area Transit System – GFI installed 170 CENTSaBILL fareboxes and related equipment that included an interface to a Siemens AVL system.

Niagara Frontier Transportation Authority – In 2000 GFI installed a fare collection system in Buffalo, NY that included a J1708/1587 interface to a Digital Recorders AVL-based stop announcement system.

3.2 WORK PROGRAM

3.2.1 General

GFI's ability to prosecute the contract in a timely manner rests on the following factors:

- *Standard product.* The equipment proposed for this procurement for the most part is proven product with numerous successful installations in environments similar to the District's. Most agency-specific customization is implemented in software. Hardware configuration is facilitated by the Odyssey's flexible "plug and play" design approach – modules can easily be added or omitted as the District's needs evolve.
- *Experienced project team.* The key GFI personnel assigned to the project have more experience in the implementation of U.S. public transit ticketing systems than virtually any other likely bidder. As your current farebox provider, we are already familiar with the District's facilities, personnel, and procedures.

These factors eliminate many of the more common causes of delay. The product development process will be expeditious and entail little debugging. We are already familiar with SamTrans and have all necessary contacts and resources to implement complex aspects of the program.

The key to successful implementation of the proposed fare payment is careful planning and rigorous program management. Important elements of GFI's approach in this respect are described below:

3.2.2 Project Management Process

The GFI project manager maintains the schedule using Microsoft Project and apprises the customer of contract progress, including any deviations from original schedule milestones, using such reporting

mechanisms as may be agreed upon. The project manager reports any schedule deviations or other issues to GFI management at production meetings, at which time supplementary resources are assigned as needed.

An important aspect of effective schedule and cost control is a well-defined process for implementing change orders, i.e., modifications to contract requirements made by the customer following "freezing" of equipment design at the conclusion of design review. All change order requests must be made in writing by the customer and must fully and clearly define the desired change. Having reviewed the request in consultation with GFI engineering staff, the GFI project manager will provide a written response that includes (a) any necessary clarification of the change to be made; (b) proposed means for review and approval of the changed work; (c) the revised contract price; and (d) the impact if any on schedule. Change orders will not be implemented until all terms have been agreed to and the change order duly executed by both parties.

3.2.3 Data Submittals

Documents submitted by GFI to the customer in fulfillment of contract requirements will be identified with firm name, document title and number (if any), issue date, and revision designation. Documentation will accurately reflect the equipment furnished. When equipment is modified, revised documentation will be submitted to the customer as soon as practical.

3.2.4 Project Schedule

GFI will prepare and maintain a detailed project schedule using the program management software described above. A tentative schedule is included among the exhibits at the end of this proposal. This schedule will indicate in graphical format the status of all project tasks, both complete and pending, and provide projected completion dates, schedule variances, etc. A revised schedule will be submitted to the customer for approval on a monthly basis or other agreed upon interval. Tasks to be addressed in the schedule include:

- Documentation and other required submittals
- Equipment design
- Software development
- Manufacturing
- In-factory testing
- Delivery
- Installation
- In-service testing
- System acceptance.

3.2.5 Periodic Progress Reports

GFI holds periodic meetings with all departments to ensure that the program remains on schedule and that all work groups are coordinating their activities. Current status of all project tasks is recorded in the GFI project management system, allowing instant review of the program by any member of the project team. Periodically, status reports highlighting all critical path activities and project milestones are generated.

GFI will provide project status reports indicating planned vs. actual progress on a monthly basis or other agreed upon interval. Reports may be written or oral as desired and may be delivered in conjunction with monthly progress meetings. Progress reports will address:

- Narrative of project status

- Schedule update, including timeframe for design, fabrication, delivery, etc.
- Individual task status (complete, in progress, pending)
- Percentage of completion
- Cost report
- Quality control statement
- Status of current and anticipated problems
- Status of action items, including any necessary corrective actions
- Payment milestones achieved, if any
- Submittal log indication contract deliverables status.

3.2.6 Project Meetings

GFI will participate in such meetings as may be reasonably necessary to prosecute the contract, including:

- Post-award orientation conference (kickoff meeting) following Notice to Proceed. This meeting will provide an opportunity for key project participants to meet one another, identify key quality control and inspection personnel, and clarify procedures, responsibilities, schedule, and contract requirements and terms
- Design reviews, discussed below
- Periodic progress meetings
- Installation meeting immediately prior to delivery and installation.

The customer is responsible for providing meeting agendas and notices. GFI will provide minutes in a timely manner following meetings.

3.2.7 Correspondence Control

GFI maintains a correspondence control system for the transmittal and filing of project correspondence. The system includes equipment specifications, subcontractor correspondence, drawings, contract deliverables, and such other documentation as may be appropriate. GFI logs and retain copies of all communications between GFI and the customer including minutes of meetings, letters, drawings, memoranda, and other written material which form the file and record of the program.

3.2.8 Design Review Process

3.2.8.1 KICKOFF MEETING – CONCEPTUAL DESIGN REVIEW

The kickoff meeting normally is held within a week following Notice to Proceed. GFI recommends that conceptual design review take place at the kickoff meeting to permit any necessary design and development work to commence at the earliest opportunity. Subjects to be discussed at this meeting include:

- Introduction of key GFI and agency team members
- Review and confirmation of all project particulars, including equipment types, quantities and configuration; installation locations and constraints; DBE and subcontractor considerations; design review and testing process, etc.
- Review and confirmation of project schedule.
- Conceptual design review – to include all activities identified in Section 3.4.2 of the RFP.

3.2.8.2 FINAL DESIGN REVIEW

GFI conducts final design review to verify that the proposed system meets contract requirements. FDR includes at minimum all items identified in Section 3.4.4 of the RFP. Upon successful completion of FDR, GFI "freezes" equipment design. Any change introduced after this point must follow rigorous configuration control procedures and be treated as a formal engineering change proposal (ECP), which may result in delay and additional expense. Once the designs have been approved, production procurement commences in preparation for the first article testing phase.

3.2.9 **Production**

Once configuration review has been successfully completed, manufacturing begins. Thorough testing of components and assemblies at every stage of the process followed by 72 hour "burn-in" of each item of fare collection equipment following final assembly is the key to trouble-free implementation.

3.2.10 **Detailed Project Schedule**

A detailed project schedule may be found at the end of this proposal.

3.3 **IMPLEMENTATION AND TESTING PROCESS**

3.3.1 **Factory Testing**

GFI performs the following tests prior to shipping:

Component Testing

- Bill acceptance equipment – confirms proper acceptance of all issues of all bills
- Coin handling equipment – confirms proper acceptance and issuance (if relevant) of coins
- Confirm all modules have electronic ID numbers
- GFI circuit board inspections.

Pre-Shipment Testing

- 72-hour burn-in of each completed unit by GFI QA department
- Retest to functional requirements.

3.3.2 **Optional Pre-Shipment Inspection**

If desired, the agency can inspect the equipment at GFI's plant prior to shipment. Travel expense is the responsibility of the agency. Tasks to be performed may include:

- Inspect the equipment to confirm it is complete and ready for shipment
- Review QA tests performed on each piece of equipment.
- Select one or more pieces of equipment for testing by accepting fares, issuing daypasses, etc.

3.3.3 **Pre-Installation Meeting**

Prior to installation of equipment, GFI field service personnel will meet with designated customer personnel to clarify installation procedures. Topics to be addressed include:

- Delineation of GFI and customer responsibilities

- Clarification of preliminary work to be done by customer
- Schedule and sequence of critical tasks
- Confirmation of GFI and customer staffing requirements for installation
- Insurance, building codes, and other regulations
- Procedural and paperwork requirements
- Designation of office, storage areas, and installation areas
- Arrangements for safety, first aid, security, etc.
- Identification of control procedures for protection of agency property
- Confirmation of installation details on each type of customer vehicle, including location, any special hardware required, etc.

Training of agency personnel will begin during this period and continue throughout the implementation process as indicated in the schedule.

3.3.4 Installation

GFI will install the equipment on the agreed-upon dates. All equipment will be pallet-loaded and delivered to a secure central location designated by the customer. The customer is responsible for security of the equipment while in storage. Installation will proceed as indicated below.

The customer is responsible for:

- Designating the location for each farebox at the installation site and providing a reasonably level mounting surface
- Moving of handrails if required
- At the time of installation, providing hostlers to move vehicles and mechanics to perform any necessary vehicle repairs
- Providing a supervisor authorized to approve installation details (e.g., precise location) and sign off on the post-installation checkout.

GFI is responsible for:

- Transporting the equipment from storage to the installation site.
- Unloading and positioning the equipment, drilling mounting holes, mounting the equipment, making the necessary connections, and performing all other reasonable and necessary installation tasks.
- Testing the equipment to ensure that the unit is operating properly and is ready for service.
- Obtaining a post-installation signoff signature from an authorized customer representative.
- Leaving job site in good order following completion of installation.

3.3.5 Testing and Acceptance

Meanwhile, training, documentation and other tasks will be undertaken in accordance with the project schedule as approved by the customer, and spare parts, consumables, special tools, etc., are provided in accordance with the contract. GFI personnel will remain on hand as necessary during the installation process to assure that the system is fully operational and ready for service.

Acceptance Testing. Acceptance testing will be undertaken in accordance with the agreed upon testing program. Following system acceptance, the warranty period will commence.

4. WARRANTY AND MAINTENANCE SUPPORT SERVICES

GFI's standard warranty terms may be found below. A discussion of extended warranty options may be found in Section 6 below.

Standard Warranty

GFI warrants to CUSTOMER that all of the equipment furnished under this specification shall be free from defects in material and workmanship under normal operating use and service.

GFI will provide such a Warranty for a period of one (1) year after the installation and acceptance of all equipment. The Warranty shall cover all parts and labor associated with the factory repair of the equipment during the Warranty period.

The remedial work to correct any and all potential deficiencies will include the repair or replacement of equipment, components, devices, and/or materials. It is understood that GFI will be responsible for the costs of all materials and labor, except as provided herein.

CUSTOMER must operate and maintain the equipment in accordance with the instructions provided by GFI in order to maintain this Warranty. It is understood that the Warranty shall not apply to any equipment which has been repaired and/or altered without knowledge or consent of GFI and/or is in conflict with GFI's instructions, and which repair or altering affected its stability, reliability or operating performance.

The Warranty will not apply to any equipment which has been damaged through accident or negligence, or which has been subjected to other than normal use under conditions prevalent in buses. Temperature, humidity, bus vibration and ambient electric conditions shall be considered normal operating conditions for this equipment.

For the purpose of this Warranty the following types of failures are defined:

Malfunction: A malfunction is defined as a failure of a given device and/or component in the equipment furnished. This causes a degraded performance of the equipment, but does not render the equipment inoperative.

Equipment Failure: Equipment failure is defined as failure of a given device and/or component in the equipment. The effects of this type of failure render the equipment inoperative and/or unsuitable for the intended purpose.

Random Failure: This is the failure of a given component and/or device in a singular item of equipment and/or failure of a given group of equipment, essentially unrelated in cause.

Pattern Failure: This is the failure of a given component and/or device in several items of equipment or the repeated (3) failures of the component and/or device in the same item or equipment, which in the opinion of CUSTOMER and GFI is related in cause.

Class Failure: This is a failure of a given component and/or device in ten percent (10%) of the equipment provided. The determination of a "Class Failure" by agency and GFI will assume that all such equipment within its respective category has these defects and shall ultimately experience these same failures.

Remedial Action:

For "Random" and "Pattern" failures, agency is responsible for the removal of the various devices and/or

components and the payment of shipping charges to GFI's designated repair facility. GFI will be responsible for the actual repair and/or replacement and the shipping charges back to agency.

For "Class" failures, GFI shall be responsible for all costs associated with the removal of components and/or devices, the shipping charges to and from GFI's repair facilities, and the costs associated with their reinstallation. GFI will also provide such additional components and/or devices to agency to use while the repairs are taking place so as not to unduly interfere with usual and normal bus operations. GFI will be responsible for meeting with agency to determine the schedule of repairs. GFI may, at its option, perform the required repairs at agency bus garages, providing personnel, tools, and materials all at their own expense.

GFI will receive and inspect all incoming items in accordance with this Warranty.

All repair work performed by GFI will carry its own ninety (90) day Warranty which may be concurrent with the main equipment Warranty.

5. SAMPLE SOFTWARE LICENSE AGREEMENT

A sample software licensing agreement is included among the appendices at the end of this proposal.

6. SAMPLE HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

A sample software maintenance agreement may be found among the appendices at the end of this proposal. Regarding hardware support, the RFP did not provide sufficient information to enable GFI to determine the level of support the District requires. We offer the following alternatives. We will be happy to provide pricing once we receive an indication of the District's preferences:

Alternative 1 – Time and Materials

The simplest and least expensive approach is to provide support on a pay-as-you-go basis – this is the method adopted by most GFI customers:

- Agency personnel perform all preventive and demand maintenance, including bench-level repair to the extent practical.
- For parts requiring factory repair, agency pays shipping to GFI; GFI performs repairs on a time-and-materials basis. (Alternatively, all factory repairs can be covered on an extended warranty basis for a negotiated annual fee.)
- GFI factory personnel are available for telephone technical support during business hours. If necessary, GFI support personnel can access the agency data system remotely.

An advantage of this approach from the agency's standpoint is that it may preserve jobs covered under a collective bargaining agreement.

Alternative 2 – Annual Inspection

Same as Alternative 1 except that GFI provides an annual inspection of agency equipment as part of its GenCare support program. Typical elements of GenCare support include inspection of all equipment, with software upgrades and preventive maintenance as required; refresher trainer as appropriate; and fare table optimization.

Alternative 3 – Complete On-Site Support

The most comprehensive (and expensive) approach is complete on-site maintenance support by GFI personnel:

- Pending further discussion with the District, GFI would provide seven on-site personnel – two technicians at each garage plus a software technician. The agency would be responsible for providing suitable work space.
- GFI personnel would provide all maintenance support, including preventive and demand maintenance, field diagnosis and replacement of modules, and bench-level repairs. Coverage would be available from 6 a.m. to 8 p.m.

The fee would include all parts and consumables.

7. SAMPLE TRAINING MATERIALS

A sample manual, one of the most important documents used during training, is included in electronic format on the CD-ROM accompanying this proposal.

8. TABLE OF CONFORMANCE

Spec. Par.	Title/Subject	Conform (Y/N)	Comments
1	Introduction	Y	
2	System Overview	Y	
2.1	General	Y	
2.2	SamTrans Passenger Services	Y	
2.3	Existing Equipment and Facilities	Y	
2.3.1	General	Y	
2.3.2	Buses	Y	
2.3.3	Special Vehicles	Y	
2.3.4	Bus Operating Facilities	Y	
2.3.5	Money Room	Y	
2.4	Fare Types	Y	
2.5	Regional TransLink Program	Y	
2.5.1	Background	Y	
2.5.2	Integration with TransLink	Y	See note I
3	Scope of Services	Y	
3.1	General	Y	
3.2	Project Meetings	Y	
3.2.1	General	Y	As a cost-saving measure, GFI respectfully requests that meetings be conducted via teleconference when practical.
3.2.2	Post Award Meeting	Y	
3.3	Submittal Requirements and Procedures	Y	
3.3.1	Contract Deliverables Requirements List (CDRL)	Y	
3.3.2	Drawings	Y	
3.3.3	Manuals	Y	
3.4	Design Reviews	Y	
3.4.1	General	Y	
3.4.2	Conceptual Design Review	Y	See note A below
3.4.3	Preliminary Design Review	N	See note A below
3.4.4	Final Design Review	Y	See note A below
3.5	Schedules	Y	
3.5.1	Master Schedule	Y	
3.5.2	Progress Schedule	Y	
3.6	Progress Reports	Y	

3.7	Logistical Requirements	Y	
3.7.1	General	Y	
3.7.2	Packing	N	See note B
3.7.3	Loading	N	See note B
3.7.4	Shipping Containers	N	See note B
3.7.5	Identification	N	See note B
3.7.6	Unitization	N	See note B
3.7.7	Handling	N	See note B
3.7.8	Transportation	N	See note B
3.7.9	Delivery	N	See note B
3.8	Inspection	Y	
3.8.1	General	Y	See note B
3.8.2	SamTrans Travel Expenses	Y	
3.9	Project Management	Y	
3.9.1	General	Y	
3.10	Work by Agency	Y	
4	System Design	Y	
4.1	General	Y	
4.2	Standards	Y	
4.3	Environment	Y	
4.3.1	Farebox Environment	Y	
4.3.2	Base Environment	Y	
4.4	Power	Y	
4.5	Design Life	Y	
5	Farebox	Y	
5.1	General	N	See note C
5.1.1	Functional Requirements	Y	
5.1.2	Farebox Dimensions	Y	
5.1.3	Position of Farebox on the Vehicle	Y	If needed, handrail repositioning is the responsibility of the agency.
5.2	Operator Control Unit	Y	
5.2.1	General	Y	
5.2.2	Log-On Process	N	The proposed system is not currently capable of validating employee logons, but GFI is happy to discuss possible alternatives during design review.
5.2.3	Log-Off Processes	Y	
5.2.4	Displays and Keys	Y	
5.3	Passenger Display	Y	

5.4	Audible Signals	N	Red and green indicators are not currently provided but GFI is happy to discuss alternatives during the design review process.
5.5	Electronic Control Unit	Y	
5.5.1	Fare Tables	N	The fare table does not provide the ability to restrict faresets to certain routes, runs, or trips.
5.5.2	Hot List for Fare Products	N	See note E
5.5.3	Transaction Records	Y	
5.5.4	Additional Transaction Processing	Y	
5.5.5	Diagnostic Records	Y	
5.6	Coin Handling	Y	
5.6.1	General	Y	
5.6.2	Coin Slot	Y	
5.6.3	Coins Accepted	Y	
5.6.4	Tokens Accepted	Y	
5.6.5	Coins and Token Rejected	Y	The farebox records what it can detect.
5.6.6	Unit Configuration	Y	
5.7	Bill Handling	Y	Design of the unit deters the entry of coins
5.7.1	General	Y	
5.7.2	Currency Insertion and Rejection	Y	
5.7.3	Currency Accepted	Y	
5.7.4	Transport	Y	
5.7.5	Manual Override	Y	
5.7.6	Accuracy	Y	
5.7.7	Unit Configuration	Y	
5.8	Jam Clearing and Bypass	Y	
5.9	Cashbox	Y	
5.9.1	General	Y	
5.9.2	Electronic Cashbox Access Door Locking System	N	See note F
5.10	Magnetic Fare Card Processing	Y	
5.10.1	General	Y	
5.10.2	Magnetic Farecard Encoding Features	N	See note G
5.11	Magnetic Farecard Swipe Reader	Y	
5.11.1	Farecards on Swipe Reader	Y	

5.11.2	Optional Credit Card Processing	Y	The farebox swipe reader can be optionally configured for credit card processing. GFI will be happy to discuss the details of this capability when this option is exercised.
5.12	Magnetic Farecard Processing Unit (MCPU)	Y	
5.12.1	General	Y	
5.12.2	Magnetic Fare Document Processing Requirements	Y	
5.12.3	Magnetic Stripe Licensing and Ownership	Y	See note H
5.12.4	Printing on a Document	Y	
5.12.5	Transfer or Day Pass Issuance	Y	
5.12.6	Transfer or Day Pass Acceptance	Y	
5.12.7	Change Cards	Y	
5.12.8	Receipts	Y	
5.12.9	MCPU Card Stock Replenishment	Y	
5.12.10	MCPU Processing Time	Y	
5.13	Optional Contactless Smart Card Processing Unit	Y	
5.14	Optional BART Farecard Reading and Validation		See note I below
5.15	Optional TransLink Smart Card Processing		See note I below
5.15.1	General	Y	
5.16	Farebox Power	Y	
5.17	Bus Interfaces	Y	
5.18	Probing Interfaces	Y	
5.18.1	Data Probe	Y	
5.19	Security and Access	Y	
5.19.1	General	Y	
5.19.2	Cashbox Access Door Security Switch	Y	
5.19.3	Bus System Locks and Keys	Y	
5.20	Power On/Off Switch	Y	
5.21	Farebox Self Test and Diagnostics	Y	
5.22	Test Points and Indicators	Y	
5.23	CAD/AVL Interface	Y	
5.24	Farebox Software	Y	
5.24.1	General	N	See note J
5.24.2	Clock	Y	

5.24.3	Data Collection Operations	Y	See note K
5.24.4	Data Transfer	Y	
5.24.5	Role Based Access Control	Y	
6	Base Revenue Collection System	Y	
6.1	Stationary Vault	Y	
6.1.1	General	Y	
6.1.2	Data System Interface	Y	
6.1.3	Cashbox Receiver	Y	
6.1.4	Vault Housing	Y	
6.1.5	Mobile Bins	Y	
6.1.6	Installation	Y	
6.1.7	Revenue Audit Unit	Y	
6.2	Additional Mobile Bins	Y	
7	Base Computer Equipment	Y	
7.1	Base Computer	Y	
7.2	Data Requirements	Y	
7.2.1	General	Y	
7.2.2	Access to Computer Reports	Y	
7.2.3	Fare Table	Y	
7.3	Base Computer System Probing	Y	As indicated, wireless transmission is encrypted but infrared transmission is not
7.4	Uninterruptible Power Supply	Y	
7.4.1	General	Y	
7.4.2	Complete Power Loss	Y	
7.4.3	Power "Brownout"	Y	
7.4.4	Overvoltage	Y	
7.4.5	Line Transients	Y	
7.4.6	Design	Y	
8	Central Computer System	Y	
8.1	General	Y	
8.2	Central Computer System Transaction Log	Y	
8.2.1	Transaction Log	Y	
8.3	Farebox Configuration Information	Y	
8.3.1	Fare Table	Y	As indicated, maximum fare value is \$99.99
8.3.2	Editing Data	Y	
8.4	Reports	Y	

8.4.1	Standard Reports	Y	
8.4.2	Summary Report	Y	
8.4.3	Exception Report	Y	
8.4.4	Security Reports	Y	
8.5	Security and Access	Y	
9	Special Tools and Test Equipment	Y	
9.1	Functional Requirements	Y	
9.2	Special Test Fixture	Y	
9.3	Automated Test Equipment	N	Automated test equipment is not available
9.4	Farebox Test Unit	Y	This is the same as the special test fixture
9.5	Coin Test and Repair Unit	N	No separate coin validator test unit is available
9.6	Bill Acceptor Test and Repair Unit	Y	No separate bill validator test unit is available
9.7	Farebox Development Test Unit	Y	We can provide a training farebox for use as a test unit if desired.
10	Spare Parts	Y	
10.1	Spares and Itemized Price List	Y	
10.2	Consumables	Y	
10.3	Fareboxes	Y	
10.4	Fare Media	Y	
11	Inspection and Tests	Y	
11.1	General	Y	
11.1.1	Acceptance Criteria	Y	
11.1.2	Conditional Acceptance	Y	
11.1.3	Fail Acceptance	Y	
11.2	General Inspection Requirements	Y	
11.2.1	Nonconforming Material	Y	
11.3	Inspection and Test Requirements	Y	
11.3.1	Test Prerequisites	Y	
11.3.2	Inspection and Testing Plan	Y	
11.3.3	Test Procedures	Y	
11.3.4	Test Reports	Y	
11.3.5	Test Witnessing	Y	
11.3.6	Rejection and Retesting	Y	
11.4	Environmental Tests	Y	GFI will submit certified test results demonstrating that the equipment conforms to the environmental specifications

11.5	Performance and Acceptance Testing	Y	
11.5.1	General Performance Test	Y	
11.5.2	Farebox CAD/AVL Interface Performance Test	Y	
11.5.3	Systems Integration Tests	Y	
11.5.4	Factory Acceptance Test	Y	
11.5.5	Field Pilot Test	Y	
11.6	Production Approval	Y	
12	Equipment Installation	Y	
12.1	Farebox Installation	Y	
12.2	Cashbox Receiver and Vault Installation	Y	
12.3	Computer Installation	Y	
12.4	Probe Installation	Y	
12.5	Contractor Maintenance Support	Y	
13	Final Acceptance	Y	
13.1	Final Acceptance	Y	
14	Quality Assurance	Y	
14.1	Contractor's Quality Assurance Program	Y	
14.2	SamTrans Quality Assurance	Y	
15	Performance Assurance	Y	
15.1	General	Y	
15.2	Reliability	Y	
15.3	Accuracy	Y	
15.4	Failure Reporting	Y	
15.4.1	Failure Review Team	Y	
15.4.2	Liabile Failure	Y	
15.4.3	Non-Liable Failure	Y	
15.4.4	Performance Measurement Methodology	Y	
16	Maintainability Program	Y	
16.1	General	Y	
16.2	Maintainability Design Checklist	Y	
16.3	Maintainability Requirements	Y	
16.4	Preventive Maintenance	Y	
17	Configuration Management	Y	
17.1	Functional Requirements	Y	
17.1.1	General	Y	
17.1.2	Configuration Management Plan	Y	
17.1.3	Plan Content	Y	
17.1.4	Submittal	Y	

17.1.5	Technical Documentation	Y	
17.1.6	Configuration Data List	Y	
17.2	Equipment Serialization	Y	
17.3	Baseline Configuration Change Control	Y	
17.3.1.	Engineering Change Proposals	Y	
17.4	Software Configuration	Y	
18	Manuals and Documentation	Y	
18.1	General	Y	
18.1.1	Manual Submissions	Y	
18.1.2	Revisions	Y	
18.1.3	Design and Format	Y	
18.1.4	Paper	Y	
18.1.5	Figures	Y	
18.1.6	Production Format and Assembly	Y	
18.2	Training Manuals	Y	
18.2.1	General	Y	
18.2.2	Operation Instruction Manual	Y	
18.2.3	Operator Manual	Y	
18.2.4	Repair and Maintenance Manual	Y	
18.2.5	Shop Maintenance Manual	Y	
18.2.6	Illustrated Parts Catalog	Y	
18.2.7	Diagnostic and Test Equipment and Special tools Manual	Y	
18.2.8	Manuals for Microprocessor-Based Products	N	The manuals do not contain documentation for automated design tools to reprogram microprocessor-based products.
18.2.9	Integrated Wiring Diagrams	Y	
18.2.10	Software User Manual	Y	
19	Drawings and Product Data	Y	
19.1	General	Y	
19.2	Printed Circuit Boards	Y	
20	Training	Y	
20.1	Functional Requirements	Y	
20.2	Training Program Plan	Y	
20.2.1	General	Y	
20.2.2	Train-the-Trainers	Y	
20.2.3	Training Materials	Y	
20.2.4	Electronic Documentation and Training	Y	

20.2.5	Reproduction and Updating of Training Material	Y	
20.3	Operator Training Course	Y	
20.3.1	Driver Training Farebox Systems	Y	
20.4	Maintenance Training Course	Y	
20.4.1	In-Shop Maintenance Training	Y	
20.5	System and Software Training Course	Y	
20.5.1	Operations Training	Y	
20.5.2	Microprocessor Hardware/Software Repair and Reprogramming Training	N	GFI does not provide training in the reprogramming of microprocessor-based products.
21	Warranty	Y	
21.1	Warranty	Y	
21.2	Warranty Coverage	Y	
21.3	Warranty Period	Y	
21.3.1	Warranty Conditions	Y	
21.4	Consumable Items	Y	
21.5	Fleet Defects	Y	
21.6	Warranty Personnel	Y	
21.7	Access to Equipment in Revenue Service	Y	
21.8	Repair Reporting	Y	
21.8.1	Maintenance During Warranty	Y	
22	Rights in Data	Y	
22.1	Grant of License	Y	
22.2	Patent and Copyright Warranties	Y	
22.3	Source Code	Y	
22.4	Indemnification	Y	
23	Right to Hire	Y	
23.1	General	Y	
24	Maintenance and Support Requirements After Warranty	Y	
24.1	General	Y	
25	Definitions, Acronyms, Abbreviations	Y	
25.1	Definitions	Y	
25.2	Acronyms and Abbreviations	Y	
26	Contract Deliverables Requirements List (CDRL)	Y	

NOTES

- A. A three-stage design review process is unnecessary given that service-proven equipment is proposed and will significantly increase the cost of the procurement. GFI proposes a two-stage configuration review providing conceptual design review and final design review. CDR would take place as part of the kick-off meeting and would entail review of all important aspects of system configuration. Final design review would provide confirmation of the CDR-approved solution.
- B. GFI's service-proven packing procedures are generally compliant with the specification (including ASTM D3951) but may differ in matters of detail. 100% compliance will increase the cost of the procurement. Unloading of delivered equipment at placement or setup site is the agency's responsibility.
- C. Preset amounts may be between \$00.01 and \$99.99. The mobile vaults provide features intended to facilitate transfer between the bases and the central counting facility, but provision of forklifts and similar equipment is the responsibility of the District.
- D. Faresets cannot be restricted based on route/run/trip information.
- E. Bad list has capacity of 10,000 cards, not 20,000. No separate bad list is provided for smart cards.
- F. It is not possible to open the cashbox door by entering codes on the OCU. The door can be opened by probing the farebox with the wired probe or the PDU, or using an electronic key.
- G. Magnetic cards are not encoded with (a) time and date of issue, although passes have a start date; (b) date and time last used; (c) where issued; (d) issue machine ID number; or (e) route/location/direction except in the case of transfers.
- H. The GFI data format is used for all GFI magnetic fare card products, although it is customized for each customer in the sense that each has a unique agency code embedded on all cards used in the system. GFI licenses use of the card format to its customers.
- I. Processing of BART and TransLink cards presents significant technical challenges. As a longtime supplier of transit fare collection equipment in the Bay Area, GFI is familiar with the technical issues and is happy to discuss them at the District's convenience. Pending such discussion we have not priced these options.
- J. As provided in the addenda, GFI will furnish updated source code to an agreed-upon third-party escrow agent.
- K. For infrared probing is enabled, no encryption is provided or necessary. Wireless probing is encrypted using WPA.

9. EXPERIENCE OF TEAM PERSONNEL

9.1 PROJECT MANAGER

GFI appoints a project manager for all major procurements. The project manager tentatively designated for this procurement is Mr. Dan Gilfand. (See resume below.) The GFI project manager is the primary point of contact between GFI and the customer and has principal responsibility for ensuring that the project remains on schedule and within budget. The following is an elaboration on the description of the project manager's roles and responsibilities provided in GFI's original submittal.

The project manager is responsible for the following major activities:

- Overall program management and direction, including planning, management, supervision, and control of the project. The project manager is responsible for directing and coordinating the technical effort as well as the manufacturing and administrative aspects of the project. He has the authority to commit the personnel and other resources needed to bring all tasks to a successful conclusion. The project manager meets periodically with other GFI department heads in production meetings chaired by GFI's president. At these meetings the project manager reports on the current status of the project, including any projected deviations from schedule or other issues, and if necessary obtains commitment of sufficient additional resources to ensure that all program milestones are met.
- Preparing the project schedule and budget and obtaining customer approval. Thereafter the project manager maintains the project schedule, tracks the status of all tasks and costs, and issues revised schedules for authority approval if and when required.
- Providing technical direction and expertise. In consultation with GFI engineering staff, the project manager has frontline responsibility for any technical issues that arise over the course of the project.
- Providing coordination between the customer and GFI. The project manager consults with the customer to identify the appropriate District and SamTrans staff responsible for various aspects of the project and ensure timely and appropriate exchange of information between the two organizations. The project manager reviews all incoming correspondence and sees that it is appropriately recorded and filed, oversees preparation of all outgoing correspondence, and ensures that all communication is directed to the proper parties.
- Overseeing preparation of all required submittals and deliverables, conducting design review, and obtaining customer signoff.
- Providing supervision for installation of equipment, including on-site supervision of GFI and subcontractor personnel during the installation phase of the program.
- Attending program meetings as required. Arranges for attendance of other GFI personnel at meetings when additional technical input is needed.
- Notifying the appropriate parties when payment milestones are reached and taking any steps necessary to ensure proper completion of the work, securing of approvals, and timely payment.
- Assisting in the resolution of any issues. The project manager is the "point person" for all issues that may arise during the course of the contract. The project manager will identify the staff or other resources needed to address the issue within GFI, brief the appropriate parties on the situation, establish a plan of action to resolve the issue, see that the necessary resources are assigned, and follow up as needed.

Resumes of the project manager and other key personnel may be found in the appendices at the end of this proposal.

APPENDIX A – COST PROPOSAL AND REQUIRED APPENDICES

GFI's cost proposal may be found on the following pages. Please note the following:

Unit Pricing

Several items on the bid sheet – sections 6, 9, and 14 – did not indicate quantities. Accordingly, we have provided unit pricing only for these items with no extensions.

Payment Terms

GFI's price is predicated on the District's acceptance of the following payment terms:

Milestone	Description	Deliverables Provided to District in accordance with Appendix A Technical Specifications	Payment Milestones
1	Preliminary Revenue Collection System Design Review	Section 3.42	10%
2	Final Design Review	Section 3.44	10%
3	Factory Acceptance Test	Section 11.5.3	15%
4	Contractor conducts and successfully completes system training for District personnel	Section 20	10%
5	Farebox Delivery	Section 12.1	30%
6	Farebox Installation	Section 12.4	15%
7	Successful completion of Final Acceptance testing by the District with satisfactory resolution of all deficiencies discovered during testing periods as approved by District	Section 13	10%
8	Total Contract Value		100%

The "Grand Total, All Inclusive, Not-to-Exceed Price" includes the total cost for performing all services required for this contract, including but not limited to, labor, materials, software, insurance, supplies, travel, per diem, overhead, profit, subcontractors, and all other costs, excluding sales tax involved in performing the required services described under this contract. Each section of the Cost Proposal, must be completed and enter the result in the "Grand Total, All Inclusive, Not-to-Exceed Price".

Description	Specification Section	Qty	Unit Price	Total	
Bus Equipment					
1	Farebox and Operator Control Unit	5.1-12; 5.16-24	324	\$10,550	\$3,418,200
2	Cashbox	5.9; 5.19;	324	N/C	N/C
3	Farebox, spare	10.3	17	\$10,550	\$179,350
4	Cashbox, spare		50	\$600	\$30,000
5	Operator Control Unit, spare	5.2	17	\$1,425	\$24,225
6	Electronic Control Unit	5.5		\$850	
7	Coin Handling Unit, spare	5.6	50	\$321	\$16,050
8	Bill Handling Unit, spare	5.7	50	\$425	\$21,250
9	Magnetic Farecard Processing Unit, spare	5.1.1; 5.10-12		\$3,965	
10	Printer Spare		50	\$390	\$19,500
11	Farebox Hood (top), spare		17	\$136	\$2,312
12	Farebox mounting kits		324	N/C	N/C
13	Farebox mounting kits, spare		17	N/C	N/C
14	J1708 Data Interface Cable			\$190	
15	Installation	5.1.3, 12.1-4		\$89,100	\$89,100
Subtotal A					\$3,799,987
Base Equipment					
1	Probe, infrared, with cable	7.2.1; 12.4	1	\$1,400	\$1,400
	North		1	\$1,400	\$1,400
	South Brewster		1	\$1,400	\$1,400
2	Probe antenna	7.2.1; 12.4		N/A	N/A
	North			N/A	N/A
	South Brewster			N/A	N/A
3	Base Server/Computer	7.1; 7.2.2;	1	\$58,500	\$58,500
	North		1	\$58,500	\$58,500
	South Brewster		1	\$58,500	\$58,500
4	Probe, infrared, with cable spare		2	\$1,400	\$2,800
5	Base printer		1	\$395	\$395
6	Cashbox Receiver	5.19.1-3; 5.24.3; 6.1.2-3	6	Included in	Line 7
7	Vault Housing	6.1-4	6	\$21,525	\$129,150
8	Mobil Bin	6.1.5	9	\$11,075	\$99,675
9	Installation	4.3.2; 5.1; 5.18.1; 6.1.6; 12.1-4		\$5,000	\$5,000
	North			\$5,000	\$5,000
	South Brewster			\$5,000	\$5,000
10	Revenue Audit Unit	6.1.7	1	\$10,575	\$10,575
11	UPS	7.4	1	\$1,200	\$1,200
Subtotal B					\$438,495

Central Office Equipment					
1	Server/Computer, complete	8.1		\$47,380	\$47,380
2	Software	8.2-4		N/C	N/C
3	UPS			\$1,200	\$1,200
4	Installation			N/C	N/C
5	Software Escrow	21.2		N/C	N/C
Subtotal C					\$48,580
Training Manuals					
1	Operator	17.2-3	600(hard) 1(CD)	N/C	N/C
2	Maintenance	17.2-3	90(hard) 1(CD)	\$75	\$6,750
3	Software	17.2-3	2 (hard copy) 1 (CD)	\$75	\$150
Subtotal D					\$6,900
Training Courses					
1	Operator, SamTrans Trainer	19.1; 19.2-3	2	N/C	N/C
2	Maintenance, SamTrans Trainer	19.1; 19.4	2	N/C	N/C
3	System and Software	19.1; 19.5	2	N/C	N/C
Subtotal E					N/C
Test and Repair Equipment					
1	Special Test Fixture	9.1; 9.2	3	N/A	N/A
2	Automated Test Equipment	9.1; 9.3	3	N/A	N/A
3	Farebox test unit	9.1; 9.4	5	\$13,150	\$65,750
4	Farebox development & test unit	9.1; 9.7	5	\$11,100	\$55,500
5	Bill Validator test unit	9.1; 9.6	5	N/A	N/A
6	Coin Validator test unit	9.1; 9.5	5	N/A	N/A
Subtotal F					\$121,250
Fare Media					
1	Day Pass, Change card	5.12, 10.4		.018 per 1000	
2	Access Control Proximity Cards	5.19.3, 10.4		N/A	N/A
Subtotal G					
Consumables					
1	Bulbs, belts, and bearings	10.2			\$12,000
Subtotal H					\$12,000
Warranty					
1	Warranty	21.1-6		\$240,000	\$240,000
2	Warranty Optional Extension	21.3		\$300,000	\$300,000
Subtotal I					\$540,000
Logistical					
1	Shipping and Handling	3.7.1-9			No Charge
Subtotal J					N/C
System Maintenance and Support					
1	System Maintenance	Year 1	See Proposal	Discussion	
2	System Maintenance	Year 2	See Proposal	Discussion	
3	System Maintenance	Year 3	See Proposal	Discussion	
4	System Maintenance	Year 4	See Proposal	Discussion	
5	System Maintenance	Year 5	See Proposal	Discussion	
Subtotal K					
GRAND TOTAL, ALL INCLUSIVE, NOT-TO-EXCEED (ADD SUBTOTALS A-K)				\$4,967,212	

Project Management and Tech Support			Hourly Rate
1	Project Manager	3.1-6	180
2	Design Engineer		180
3	Technician		120

1. Is your firm a registered Disadvantaged Business Enterprise (DBE)?

Yes _____ No XXX

If the answer is "Yes", please fill in your DBE Certification Number: _____

2. Does your firm plan to subcontract any of the work or services required under this contract to any subcontractors or subconsultants, or procure items from suppliers?

Yes XXX No _____

If the answer is "Yes", please continue with completing this questionnaire.

If the answer is "No", you may stop here and you do not need to continue to Question 3. Please sign and submit this page.

3. Describe briefly how your firm solicited small businesses, including DBEs, to participate on this contract.

GFI has established relationships with several DBE suppliers of sheet metal and electronics assembly. We solicit these suppliers as required.

4. Identify the portion(s) of the work or service that were selected for subcontracting and explain why these portions of work were selected:

Sheet metal fabrication and electronics subassembly are areas where we have traditionally been able to get DBE participation.

5. Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, subconsultant or supplier:

Bids are accepted when quality and price goals are met.

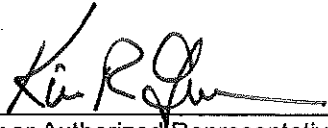
6. Describe any efforts your firm made to assist small businesses, including DBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among other requirements, to perform this contract:

GFI assists as necessary.

7. Describe any other steps your firm used to encourage or select small businesses, including DBEs:

GFI has an open bidding process.

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the Agency in evaluating the Proposer's compliance with the proposal requirements.

Kim R. Green  President June 15, 2009
Signature of Owner or Authorized Representative Title Date

Designation of Subconsultants and Sub-bidders

Proposer's Name: GFI Genfare
 Address: 751 Pratt Boulevard
Elk Grove Village, IL 60007

Is your firm a Disadvantaged Business Enterprise: Yes _____ No XX
 Firm's Annual Gross Receipts: _____ Age of Firm: 29 years
 Phone: () 847-593-8855 Fax: () 847-593-8870

Instructions: Proposer MUST provide information below for ALL subcontractors/subconsultants/suppliers ("sub-bidders") that provided Proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no sub-bids.

Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Fax/Contact Person		DBE? (Yes/No)	Description of Work, Services, or Supplies	Dollar Amount of Work, Services, or Supplies	Bid/Quote Accepted? (Yes/No)						
1	KSO MetalFab, Inc. 250 Roma Jean Parkway Streamwood, IL 60107 Dora Kuzelka 630-372-1200	Yes	Sheet metal fabricator	\$ 90,400							
	2					KLI, Inc. 304 Roma Jean Parkway Stramwood, IL 60107 Lisa Jurgens Carso 630-213-1282	Yes	Electronics	\$ 53,100		
											3	Kormex Metalcraft 961 North DuPage Lombard, IL 60148 Chul Whang 630-953-8856	Yes	Sheet metal fabricator	$ 62,500
4	Priority Manufacturing 9545 W. Ainslie Street Schiller Park, IL 60176 Rosa Macrito 847-671-3020	Yes	Sheet metal fabricator	\$100,000							
						5	ESP Enterprises 5209 Irving Boulevard Houston, TX 77009 Steve Phelan 713-397-0735	Yes	Installation	\$ 52,500	

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the District. The undersigned certifies that any DBE listed whose quote was accepted will be performing a commercially useful function on the contract. I certify under penalty of perjury that the information included on this form is accurate and true.



Signature of Owner or Authorized Representative

Kim R. Green
 Print Name

June 15, 2009
 Date

**LOBBYING CERTIFICATION FOR CONTRACTS GRANTS, LOANS AND
COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)**

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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

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

The Proposer, GFI Genfare, an SPX Division (Company), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.



Signature of Authorized Official

Kim R. Green, President
Name and Title of Authorized Official

June 15, 2009 Date

NOT APPLICABLE

REQUEST FOR PROPOSAL
PROVIDING AUTOMATIC FARE COLLECTION SYSTEM
RFP 09-SAMTR-S-030

APPENDIX E
LOBBYING CERTIFICATE FORM
PAGE 3

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____

Page ___ of ___

Authorized for Local Reproduction

Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C;
4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C; 4810-25-C;
3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-
C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
(c) Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

IMPORTANT: SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATES:

Certificate of Compliance with 49 USC 5323(j)(2)(C)

The Proposer hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C) and the applicable regulations in 49 CFR 661.

GFI Genfare, an SPX Division Firm Name
 Signature of Authorized Official
Kim R. Green, President Name and Title of Authorized Official
June 15, 2009 Date

OR:

Certificate for Non-Compliance with 49 USC 5323(j)(2)(C)

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


_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

BUY AMERICA CERTIFICATE OF COMPLIANCE
STEEL, IRON OR MANUFACTURED PRODUCTS
To be completed if the total bid amount exceeds \$100,000

IMPORTANT: SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATES:

Certificate of Compliance with 49 USC 5323(j)(2)(C)

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

GFI Genfare, an SPX Division Firm Name
 Signature of Authorized Official
Kim R. Green, President Name and Title of Authorized Official
June 15, 2009 Date

OR:

Certificate for Non-Compliance with 49 USC 5323(j)(2)(C)

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

_____ Firm Name
_____ Signature of Authorized Official
_____ Name and Title of Authorized Official
_____ Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B)**

A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may pursue available remedies, including suspension and/or debarment.

(2) The Proposer shall provide immediate written notice to the District if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the District for assistance in obtaining a copy of those regulations.

(4) The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the District.

(5) The Proposer further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

(7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the District may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

(1) The Proposer certifies, by submission of this proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Firm Name GFI Genfare, an SPX Division

Signature of Authorized Official _____



Name and Title of Authorized Official Kim R. Green, President

Date June 15, 2009

provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause the District to be in violation of the FTA terms and conditions."

4. Page Appendix A, Technical Specifications, Section 13. 1, Acceptance

Delete the first paragraph in its entirety and replace with the following in lieu of it:

"SamTrans will authorize commencement of the Final Acceptance period upon verification that all critical activities have been accepted. During the Final Acceptance period the Contractor shall submit all final documentation reflecting all changes and corrections. Final Acceptance will occur after completion of 90 consecutive days of operation in accordance with these specifications and performance requirements, of the complete system in the revenue collection and system management modes. A failure or defect during the acceptance period shall stop the acceptance period until the condition is corrected. A failure or defect that is determined to be generic and/or affects system operation to specification shall be corrected to SamTrans' satisfaction. The acceptance period shall resume from the point stopped, upon SamTrans' acceptance of the Contractor's corrective action. The Contractor shall notify SamTrans when all activities critical to the performance of the fare collection system are complete."

End of Addendum No. 1 to 09-SAMTR-S-030.

Important: Prospective Proposers should acknowledge receipt of this Addendum No. 1 by signing below and acknowledging receipt in its proposal.

ACKNOWLEDGED:


Name Kim R. Green

President
Title

GFI Genfare
Company Name

22.5 Source Code

The Contractor agrees that it will deposit the source code for any Contractor Software and Contractor Software Customizations into escrow (including all updates, versions, releases, and upgrades licensed under this Agreement or any related maintenance agreements between Contractor and the District), with a source code agent capable of providing Level 2 certification/verification. Deposit shall be at reasonable periodic intervals based generally on the pace at which the software is being developed or changed—and shall include any and all subsequent updates, versions, releases, and upgrades licensed under this Agreement or any related maintenance agreements between Contractor and the District. The source code escrow agreement shall remain in place, and source code deposits shall be updated and maintained, for as long as the District and Contractor have entered into a software maintenance or support agreement; provided that the term of any escrow agreement shall in no event be less than 15 years. The applicable source code will be released to the District (or any contractor acting on its behalf) in the event of nonperformance or the inability of Contractor to execute or maintain the portion of the Fare Collection System controlled by or through its applicable software. Contractor agrees that the District (or any contractor acting on its behalf) may use the source code to maintain, fix, or modify the Contractor Software and the Contractor Software Customizations as reasonably necessary to operate or maintain any portions of the Fare Collection System. Contractor and the District will separately document an escrow agreement concurrently with this Agreement. The Contractor shall be responsible for any costs related to the escrow.

22.6 Precedence

In the event of conflict between this Section 22 and any separate software license, escrow, or otherwise related agreement, this Section 22 shall take precedence.”

End of Addendum No. 2 to 09-SAMTR-S-030.

Important: Prospective Proposers should acknowledge receipt of this Addendum No. 2 by signing below and acknowledging receipt in its proposal.

ACKNOWLEDGED:



Name Kim R. Green

President
Title

GFI Genfare
Company Name

The purpose of this Addendum No. 3 is to make changes to the Request for Proposals of the solicitation documents:

1. Page RFP-1, Section 1, Introduction

Add this second paragraph in its entirety:

"The District shall select the successful Proposer as set forth in this RFP. In addition to the District, which is acting as the lead agency on this procurement, Monterey-Salinas Transit and Santa Cruz Metropolitan Transit District may also seek to procure a System as described in these specifications. Monterey-Salinas Transit and Santa Cruz Metropolitan Transit District will award separate contracts, if any, to the successful Proposer and shall make all payments directly to the successful Proposer, who shall look solely to Monterey-Salinas Transit and Santa Cruz Metropolitan Transit District for payment. All references to SamTrans or to the District are deemed also to refer to Monterey-Salinas Transit and Santa Cruz Metropolitan Transit District. Any modification of contractual commitments, in whole or in part, with Monterey-Salinas Transit and Santa Cruz Metropolitan Transit District, shall in no way relieve the successful Proposer of any such contractual obligation in its agreement with the District."

End of Addendum No. 3 to 09-SAMTR-S-030.

Important: Prospective Proposers should acknowledge receipt of this Addendum No. 3 by signing below and acknowledging receipt in its proposal.

ACKNOWLEDGED:

Kim R. Green
Name



President
Title

GFI Genfare
Company Name

APPENDIX B – RESUMES OF KEY STAFF MEMBERS***Dan Gilfand, Project Manager***

GFI Genfare – Program Manager, 2000 – present

Managed transit contracts worth more than \$200 million over the past nine years, including Dallas, TX. (130 TVMs), Las Vegas, NV. (48 TVMs), Spokane, WA (150 Odyssey fareboxes), West Palm Beach, FL (150 Odyssey fareboxes), Austin, TX. (350 Odyssey fareboxes), Santa Barbara, CA (95 Odyssey fareboxes), Clearwater, FL (164 Odyssey fareboxes), Orlando, FL (231 Odyssey fareboxes), Dayton, OH (188 Odyssey fareboxes), Lansing, MI (150 Odyssey fareboxes), Detroit, MI (578 Odyssey fareboxes), Grand Rapids, MI (87 Odyssey fareboxes), Providence, RI (238 Odyssey fareboxes), and Buffalo, NY (400 CENTSaBILL fareboxes with TRiM).

Nextek Corp., Northbrook, IL – Manager of Transit System Sales, 1999-2000. Developed and implemented order entry and project tracking procedures for Nextek, a specialist in transit fare collection, passenger counting, and ticket processing systems.

Allstate Insurance Co., Northbrook, IL – Document Processor/Billing Team Leader, 1991-1999. Directed scheduling and output tasks while leading team of 25 associates responsible for customer base of 1.2 million.

Ansani Options/Chicago Mercantile Exchange, Chicago, IL – Arbitration Manager/Options Marketing, 1990. Teamed with executives in market planning, product selection, and budget development.

Education – B.A., Business Management, De Paul University, Chicago

Andrew Chan, Director of Program Management

GFI Genfare, Elk Grove Village, IL – Senior Engineer, Director of Project Management, 1989 – present

Involved with the design, development, and technical support of numerous bus and rail fare collection equipment programs. Project manager for procurements in Chicago (CTA fareboxes); Honolulu (fareboxes); Connecticut (fareboxes); Columbus, Ohio (fareboxes); Boston (token vendors); Minneapolis (fareboxes); Los Angeles (LACMTA fareboxes), Oakland (fareboxes), Santa Monica (fareboxes); WMATA/MTA (fareboxes), LACMTA (fareboxes), Orange County (fareboxes), Cleveland (fareboxes), Miami (fareboxes), and MARTA (fareboxes).

Sun's Engineering, Elk Grove Village, IL – Senior Project Engineer, Industrial Eye Division, 1987-1989. Managed design, prototyping, quality control, documentation, and manufacturing of infrared object detection systems.

Sunbeam Appliance Co., Downers Grove, IL – Electronics Engineer, 1984-1987. Designed microprocessor, digital and analog control circuits for electrical appliances.

Hobart Corporation, Chicago Heights, IL – Product Engineer, 1982-1984. Developed electronic controls for commercial cooking equipment.

Philips Hong Kong/Division of Philips Netherlands, Hong Kong – Project Engineer, 1980-1982. Managed team of 25 engineers and technicians in planning and installing electronic and acoustic systems.

Federal Sign, Downers Grove, IL – Electronics Quality Control Engineer, 1979-1980. Design of

production and field test equipment; repair and evaluation of microprocessor based controls.

Education – B.S., Electrical Engineering, University of Illinois at Chicago, 1979

Jay Cantrell, Director of Engineering

GFI Genfare, Elk Grove Village, IL – Director of Engineering, GFI

Supervise three engineering departments, software, electronic design, and mechanical design, in the creation of new products and support of on-site factory in the creation of equipment for the transportation industry.

Texas Instruments – OMAP Program Manager, 2001 to 2003. Relocated to France to manage a worldwide product development team of 27 people (over 85 people involved worldwide).

Texas Instruments – Design Center Manager, 1996 to 2001. Managed an ASIC (application-specific integrated circuit) operation with local team of 11 and a budget of \$2.2M.

Texas Instruments – 1982 to 1996. Positions included engineering team manager, electronic engineer, senior design engineer and test engineer.

Education – MSEE, Southern Methodist University; BSEE, University of Wisconsin. Developed 12 patents

Paul W. Jenrick, Mechanical Engineering Lead

GFI Genfare, Elk Grove Village, IL – Manager of Mechanical Engineering, 2003 – present

Currently working on farebox product development projects. Finalized development of Vendstar ticket vending machine and Cardquest electronic farecard validator.

Designcraft Inc., Lake Zurich, IL – Consultant, 2001 – 2002. Coordinated build-out and move to a new physical plant.

Shure Incorporated, Evanston, IL – Vice President, Engineering, 1998-2000. Responsible for strategic direction and administration for acoustical, DSP, audio, RF, PCB, mechanical, plant support, compliance, process, and tool engineering departments for Shure, a multinational manufacturer of wired and wireless microphones. Also managed production control expediting, new product management, intellectual property, technical writing, document control, model making and tool making functions, and the engineering library.

Director New Products Management and Design, 1994 – 1998; Director New Products Management, 1992 – 1994. Provided strategic direction and managed new product project managers and the PCB, mechanical, and plant support engineering departments as well as technical writing and document control.

New Products Operations Manager, 1989 – 1992. Responsible for the management of resources for new products.

Manager Engineering Shure HTS Division, 1986 – 1989. Manager Electromechanical Development, 1981 – 1986. Section Manager Manufacturing Engineering New Products, 1979 – 1981. Project Engineer, 1976 – 1979. Senior Development Engineer, 1973 – 1976. Development Engineer, 1969 – 1973

Education – B.S., Electrical Engineering, Illinois Institute of Technology, 1969

Patents – U.S. Utility Patent # 3,817,538, "Brush for Phonograph Pick-up Apparatus."

Tony Hart, Software Lead

GFI Genfare – Senior Software Consulting Engineer, 1986 to present

Responsible for design and development of data collection and control systems for numerous fare collection and vending machine products, from low-level microcontrollers to database/reporting systems. Major projects at GFI include:

2008: Golden Gate – New fare instrument design; TVM3 design; Stockton wireless TVM. 2007: Cleveland – New fare instruments, wireless probing for farebox, wireless TVM, TVM2/PEM improvements. 2006: Montreal – ACS integration. 2005: Montreal (stand-alone farebox), LACMTA farebox (w/Cubic); 2004: Austin farebox – data system; Dallas Oracle data system.
2003: Las Vegas Vendstar VIP; CDCS for LACTC TVM. 2002: Baltimore farebox.
LACMTA, WMATA/MTA Odyssey fareboxes (2001), OCTA Odyssey farebox (2000), LA WATCH clearinghouse computer (2000), Odyssey validating farebox development (1997), System 7 portable data unit (1998), Y2K compliance (1998), System 7 data system (1997), 20001/20750 logic board (1996), LACTC GMS (1996), LACTC PEM (1996), Miami/Dade faregates and data system (1995), TRiM II base control software (1995), System 6 portable data unit (1995), System 6 data system (1995), USPS stamp vendor (1994), MBTA rail token vendors and data system (1993), PATH TVM (1993), NYCTA rail token vendors and data system (1992), PATH station controller (1990), TRiM prototype (1989), CTA shroud interface (1989), SEPTA booth processor (1988), MARTA card reader (1986), Detroit TicketChek (1986), System 4 data system (1986).

Concepcion Computer Corporation, Champaign, IL – Software engineer, 1983-1986. Provided local and remote technical support for clients, installed and configured Novell networks, developed software in Pascal, C and dBase II under DOS and CPM, developed custom applications for legal time and billing.

Education – B.S., Computer Science, University of Tulsa, 1985

Other Important Personnel

Key Personnel. The following are resumes of GFI executive personnel that will be involved with the project:

Kim R. Green, President. Has spent virtually his entire working career in fare collection systems. With GFI since 1985, previously with Duncan Mass Transit since 1975. B.S. - Marketing and Business Administration - University of Illinois. Expertise in marketing, sales, program management and manufacturing for transit and transit related industries.

Mark Mahon, Director of Sales, Western Region. Joined GFI in 2008. Mark has over 18 years of transit experience, having served as director of revenue for a major agency and subsequently as a consultant and sales person.

Jay Cantrell, Director of Engineering. With GFI since 2006, Jay previously spent more than 20 years as an engineer with Texas Instruments, most recently serving as program manager for a worldwide product development team.

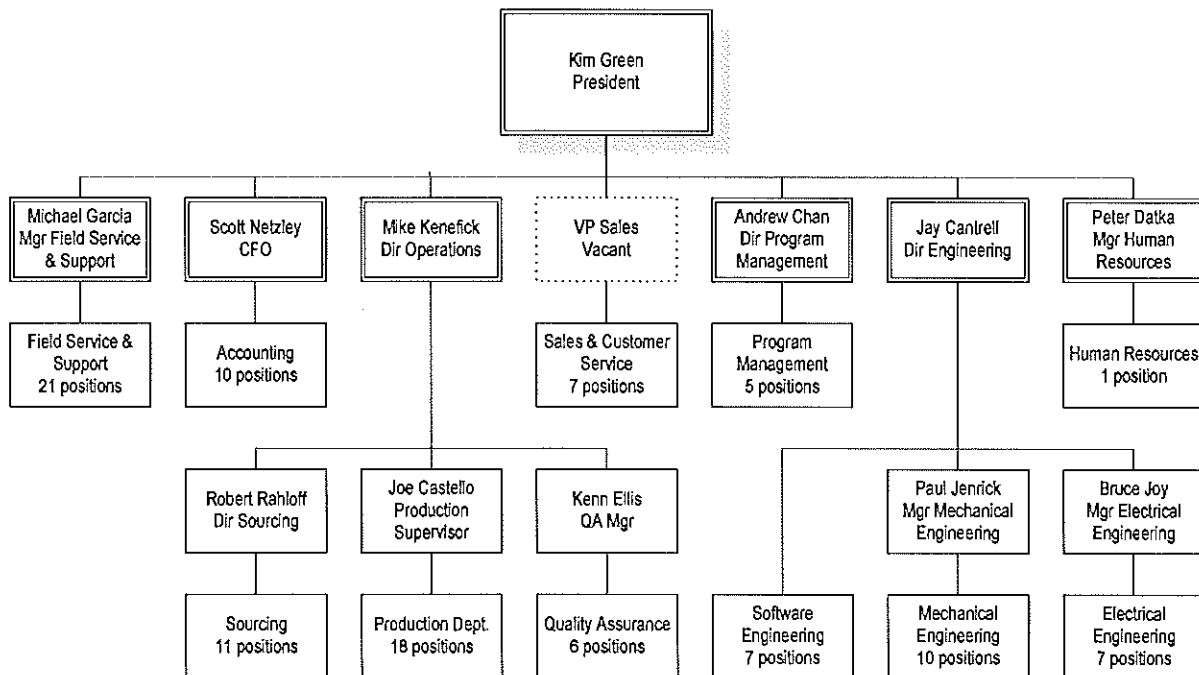
Mike Kenefick, Director of Operations. With GFI since 2008, Mike oversees production, sourcing, and quality assurance. Before coming to GFI he spent 14 years with Zebra Technologies, most recently as

manager of manufacturing/engineering. Previously he worked for ITW Switches and Ward Manufacturing.

Steve Bye, Senior Project Engineer. With GFI since 1983, previously with Duncan Industries for 5 years. Extensive experience in software applications for embedded microprocessors. Lead developer for all GFI farebox software projects.

Michael Garcia, Director of Customer Service and Field Support. With GFI since 1982; previously 6 years experience with Central Scientific. Extensive management experience in field service, production, production control, and maintenance and construction.

GFI Genfare Organization Chart



APPENDIX C – SAMPLE SOFTWARE LICENSE AGREEMENT**1. GENERAL**

- 1.1 To enable Customer to operate equipment transferred by GFI Genfare to Customer, Customer wishes to acquire from GFI Genfare, and GFI Genfare agrees to grant to Customer, a non-exclusive right to use computer software in object code form only, to practice technology protected by Patents, and to use User Materials, subject to the provisions of this Agreement. The Software License, the User Material License and the Patent License granted by GFI Genfare under this License Agreement are referred to collectively as the "Licenses".

2. LICENSE FEES

- 2.1 The License Fees are included in the invoice price paid by Customer.

3. SOFTWARE LICENSES

- 3.1 GFI Genfare grants to Customer a non-exclusive license or sublicense to use, in object code form only, the Software (the "Software License"). The "Software" collectively means: (a) the software itemized in GFI Genfare's Quotation/Sales Order Acknowledgment; (b) the software contained in the equipment listed in GFI Genfare's Quotation/Sales Order Acknowledgment (the "Equipment"); and (c) any software otherwise provided by GFI Genfare. The Software License is: (a) effective upon installation of the Software or use of the Software in the Equipment; and (b) specifically limited to the Customer's use of the Software in the Equipment in the country designated by Customer prior to delivery. The Software License does not include any rights with respect to the source code form of the Software.

4. USER MATERIAL LICENSE

- 4.1 GFI Genfare may provide Customer with materials, (e.g., user manuals), for the use of the Equipment and/or Software (the "User Materials"). GFI Genfare licenses or sublicenses to Customer the non-exclusive right to use the User Materials in conjunction with Customer's use of Equipment and Software (the "User Material License"). The User Material License is specifically limited to the Customer's use of the Software and Equipment in the country designated by Customer prior to delivery. GFI Genfare and its licensors, if any, reserve all rights in their respective User Materials. Proprietary information in User Materials may not be disclosed to third parties without the written consent of GFI Genfare.

5. NO TRANSFER OF SOFTWARE OR USER MATERIALS

- 5.1 Customer shall not assign, transfer, encumber (e.g., as security) or sublicense the Software or the User Materials, whether separately or as part of the Equipment, without the prior written consent of GFI Genfare.

6. PATENT LICENSE

- 6.1 GFI Genfare grants to Customer a limited, non-exclusive right (the "Patent License") to practice the inventions protected by GFI Genfare's patents or pending patent applications or licensed third party patents or pending patent applications that are embodied in either the Equipment or Software. The Patent License is limited to use of the Equipment or Software, as provided by GFI Genfare and without modification, in the country designated by Customer prior to delivery.

7. TERMINATION OF LICENSES

- 7.1 The Licenses granted in this Agreement shall terminate if: (a) any of the Equipment, Software or User Materials, is moved by the Customer outside of the country designated by Customer prior to delivery; or (b) the Software is no longer used in connection with the Equipment.
- 7.2 GFI Genfare shall have the option to terminate the Licenses immediately if: (a) Customer materially breaches this Agreement; or (b) Customer (i) becomes insolvent, invokes as a debtor any laws relating to the relief of debtors' or creditors' rights, or has had such laws invoked against it; (ii) becomes involved in any liquidation or termination of business; (iii) has been adjudicated bankrupt; or (iv) has been involved in an assignment for the benefit of its creditors.
- 7.3 Neither termination nor expiration of this Agreement shall relieve Customer from the duty to discharge in full all obligations accrued or due prior to the date thereof nor shall GFI Genfare's exercise of the right to terminate constitute a waiver of any other remedies that GFI Genfare may have in law or equity.
- 7.4 Upon any termination of this Agreement the licenses granted to Customer hereunder shall cease. The terms that, by their nature, are clearly intended to survive termination shall survive, including e.g., Sections 7.3, 7.4, 8, 9, 10, 11 and 12.

8. PROPRIETARY INFORMATION

- 8.1 "GFI Proprietary Information" means the terms of this Agreement and any scientific, technical, business or other information that relates to GFI Genfare's Equipment, Software, User Materials, products, services or business that is kept confidential by GFI Genfare or disclosed only with express or implied confidentiality restrictions.
- 8.2 Customer acknowledges that the GFI Proprietary Information has substantial value and that any use or disclosure of Proprietary Information in a manner not authorized by this License Agreement would likely cause GFI Genfare and its licensors irreparable damage that could not be fully remedied by monetary damages. Customer:
- (a) shall maintain all GFI Proprietary Information in strict confidence and shall neither use, copy or disclose, nor permit any Customer personnel or contractors to use, copy or disclose the GFI Proprietary Information for any purpose not specifically authorized under this Agreement;
 - (b) shall ensure that the Software and all copies of it and User Materials, when not in use, are kept in a secure place, subject to restricted access only by those persons authorized to use the Equipment and Software;
 - (c) shall not decode, reverse engineer, reprint, transcribe or reproduce, in whole or in part, the Software and User Materials without the prior written consent of GFI Genfare;
 - (d) shall not in any way modify or supplement the Software or User Materials without the prior written consent of GFI Genfare; and
 - (e) consents to the right of GFI Genfare to obtain injunctive or other equitable relief from a court of competent jurisdiction to prevent unauthorized or unlawful action.
- 8.3 Customer may make a reasonable number of copies of the object code version of the Software (not more than three copies) for backup purposes only.

- 8.4 To assist GFI Genfare in the protection of the proprietary rights of GFI Genfare and the third parties, the Customer shall permit representatives of GFI Genfare to enter the Customer's premises and inspect the Equipment and Software at any reasonable time.
- 8.5 All GFI Proprietary Information hereunder shall be held in strictest confidence by Customer and shall be used by Customer only for authorized purposes under this Agreement. GFI Proprietary Information shall only be disclosed by Customer to its employees who: (1) have a need to know it for authorized purposes under this Agreement; and (2) have agreed in writing to abide by the terms of this Agreement pertinent to Proprietary Rights. (Any such agreement shall specifically provide that GFI Genfare is a beneficiary and can independently seek enforcement of the confidentiality provisions.) Without limitation of its liability, Customer shall at all times use its best efforts, and no less than reasonable efforts, to ensure that there are no disclosures or uses of GFI Proprietary Information in a manner prohibited or not authorized by this Agreement.
- 8.6 Some of the information provided by GFI Genfare hereunder might be marked "Confidential," "Proprietary" or bear like language, but the absence of such marking is not to be presumed to mean that the information is not GFI Proprietary Information. All non-public communications from GFI Genfare, including, but not limited to, communications regarding GFI Genfare's Equipment, Software, User Materials or services shall be presumed to be GFI Proprietary Information. If Customer has any questions regarding the status of particular information, it may, during the term of this Agreement, direct them to GFI Genfare through the notice procedure specified below.
- 8.7 If Customer becomes aware that disclosure of GFI Proprietary Information may be sought through a court order or order of a regulatory body or other entity with authority to compel disclosure, Customer shall immediately notify GFI Genfare in writing so that GFI Genfare may determine whether to take action to oppose or limit such potential disclosure, by e.g., a Protective Order. If disclosure is ordered, Customer shall only disclose information that is necessary to comply with the order.
- 8.8 Upon termination of this Agreement, Customer shall immediately deliver to GFI Genfare all GFI Proprietary Information, whether provided by GFI Genfare or generated by Customer. If GFI Proprietary Information is integrated with Customer's own documents or media (e.g., computer drives) that reflect Customer's confidential information, Customer will certify in writing, within twenty (20) days after termination of the Agreement that such documents and media have been destroyed or erased. However, if the termination is made because of, or in anticipation of, litigation or a dispute-resolution proceeding, Customer shall preserve copies of its pertinent documents and information on other media for use in the litigation or dispute resolution proceeding and shall promptly provide, without charge, legible and accessible copies thereof to GFI Genfare upon request by GFI Genfare.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 "Intellectual Property Rights" means patent, copyright, trade secret, trademark, trade dress and all other proprietary rights. All Intellectual Property Rights, in or regarding the Equipment, Software, User Materials, revisions or modifications, methods of use or application, and maintenance methods shall be the property of GFI Genfare, if: (a) developed or obtained by GFI Genfare; or (b) jointly developed by GFI Genfare, Customer or any of Customer's employees, officers or contractors, such work being a work for hire on GFI Genfare's behalf.
- 9.2 If, after execution of this Agreement, Customer or its employees, officers or contractors, without any assistance or information from GFI Genfare, conceive or discover any revisions or modifications, methods of use or application, or maintenance methods with respect to the Equipment Software or User Materials, GFI Genfare shall have a fully paid-up, perpetual license, effective everywhere, with sublicensing rights, to make, have made, use, sell, copy, distribute or

otherwise exploit such developments or derivatives or modifications of them.

- 9.3 Customer shall enter into written agreements, at its own cost and expense, with its employees, officers, and contractors who have access to GFI Proprietary Information, and said agreements shall incorporate the terms of Sections 8 and 9 of this Agreement.
- 9.4 Unless requested or authorized in writing by GFI Genfare, Customer shall not remove any proprietary markings or license conditions provided in, on, or in association with the Equipment, Software or User Materials.
- 9.5 The covenants on the part of Customer under this Section 9 (Intellectual Property Rights), and Section 8 (Proprietary Information), shall survive termination of this Agreement and shall be construed as separate covenants independent of any other provision of this Agreement, and the existence of any claim or cause of action of Customer against GFI Genfare, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by GFI Genfare of such covenants.

10. INDEMNITY, WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1 If the Equipment, Software or User Materials supplied by GFI Genfare is in its opinion likely to become the subject of a claim of infringement of a copyright, patent or other proprietary right, GFI Genfare shall, at its expense, either: (a) procure for the Customer the right to continue using the Equipment, Software or User Materials; (b) modify them to make them non-infringing; or (c) substitute other equipment, software of similar capability.
- 10.2 If a proceeding based on a claim that the Equipment, Software or User Materials constitute an infringement of a copyright, patent or other proprietary right is brought against Customer, GFI Genfare shall defend or settle the claim, subject to the following conditions:
- (a) the subject Equipment, Software or User Materials must have been supplied by or made to GFI Genfare's specifications and used within the scope of this License Agreement;
 - (b) Customer must give GFI Genfare prompt written notice of the claim;
 - (c) Customer must give GFI Genfare complete authority, cooperation and information to defend the claim;
 - (d) Customer must not settle or compromise the claim without GFI Genfare's written consent; and
 - (e) the claim must not be based on Customer's use of: (i) an altered version of the Equipment, the Software or User Materials; (ii) Customer's use of a version of the Software or User Materials that is not the latest version offered by GFI Genfare; (iii) Customer's use of the Equipment or Software in combination with other equipment or software; (iv) Customer's failure to discontinue use of the Equipment, Software or User Materials upon notice from GFI Genfare to cease such use; or (v) activities undertaken after termination of this Agreement.
- 10.3 Except as provided in any written Limited Warranties provided to Customer by GFI Genfare, GFI GENFARE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, SOFTWARE, OR USER MATERIALS. THE WRITTEN LIMITED WARRANTIES, IF ANY, ARE EXCLUSIVE AND IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10.4 IN NO EVENT SHALL GFI GENFARE OR ANY OF ITS SUPPLIERS, LICENSORS, CONTRACTORS OR DISTRIBUTORS BE LIABLE FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF SERVICE, LOST PROFITS, OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTERS, EVEN IF GFI GENFARE OR ITS SUPPLIERS, LICENSORS, CONTRACTORS OR DISTRIBUTORS WERE ADVISED OF, KNOWS OF OR SHOULD HAVE KNOWN OF THE ACCRUAL OR POSSIBILITY OF SUCH DAMAGES.

10.5 THE AGGREGATE LIABILITY OF GFI GENFARE AND ITS SUPPLIERS, LICENSORS, CONTRACTORS AND DISTRIBUTORS UNDER THIS AGREEMENT, AND IN MATTERS RELATING TO ITS SUBJECT MATTERS, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), SHALL IN NO EVENT EXCEED THE AMOUNTS ACTUALLY PAID TO GFI GENFARE BY CUSTOMER.

11. DISPUTE RESOLUTION, FORUM AND APPLICABLE LAW

11.1 This Agreement and all disputes arising from or related to it, or its subject matters, shall be governed, resolved and remedied in accordance with the laws of the State of Illinois, USA, applicable to agreements, acts and behavior made, performed and accomplished wholly in Illinois, without resort to conflict of law principles.

11.2 The Parties agree that any and all disputes, except as provided below, will be resolved at the request of either Party through binding arbitration in Elk Grove, Illinois, under the then-existing, pertinent Rules of the American Arbitration Association (AAA). The arbitration panel will be composed of one (1) arbitrator, either chosen by the Parties or appointed by the AAA if the Parties cannot agree. All proceedings shall be in the English language, except if the Parties mutually agree otherwise. The prevailing Party shall be entitled to recover its reasonable attorney's fees, court costs and expenses in addition to any other awards. The arbitrator's award will be final and binding upon both Parties and may be enforced by any court having jurisdiction thereof.

11.3 Notwithstanding the Parties' agreement to arbitration, GFI Genfare may elect to pursue a claim in an appropriate court if: (1) there is in GFI Genfare's judgment a need for expedited relief to preserve the confidential status of information or the integrity, enforcement, or value of an Intellectual Property Right; or (2)(i) there is an indispensable third party, as defined under Rule 19 of the U.S. Federal Rules of Civil Procedure, who will not agree to arbitration; and (ii) it appears likely that the indispensable party can be joined in the action. In instances under exception (1), above, GFI Genfare may institute the action in an appropriate court or forum that can grant expedited relief. In instances under exception (2), above, the dispute shall be brought and maintained in a court or forum of competent jurisdiction having jurisdictions over the Parties to this Agreement as well as the indispensable party.

11.4 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The Uniform Computer Information Transactions Act, as adopted by any state, shall not be applicable to this Agreement,

and all the terms of the Parties' are solely as stated herein.

12. MISCELLANEOUS

- 12.1 Customer agrees that if GFI Genfare provides or replacements, demos, components of, or revised versions of the Equipment, Software or User Materials, the provisions of this License Agreement shall be applicable to them.
- 12.2 GFI Genfare can assign, transfer or delegate any or all of its rights and obligations under this Agreement. Customer may not assign, transfer or delegate any of its rights and obligations hereunder without the express written permission of GFI Genfare.
- 12.3 The Section headings in this Agreement are for convenience of reference only and do not form a part of or govern construction of any part of this Agreement. Both Parties have fully considered the language, terms and provisions of this Agreement and both Parties expressly agree that ambiguities, if any, shall not be construed against the drafter, but shall be resolved in a fair manner without unequal prejudice to any of the Parties.
- 12.4 The status of the Parties under this Agreement shall be that of independent contractors and neither Party shall be deemed or construed to be an employee, agent, partner or legal representative of the other Party for any purpose whatsoever, by any term of this Agreement or any activity contemplated by the Agreement.
- 12.5 This Agreement embodies the entire understanding of the Parties with respect to its terms and subject matters, and supersedes all previous agreements, communications, negotiations and representations between them with respect to its terms and subject matters. No amendment or modification of this Agreement shall be valid and binding upon the Parties unless in writing and signed on behalf of each Party by its duly authorized officers.
- 12.6 If any provision(s) of this Agreement are deemed unenforceable in a determination by a body with proper jurisdiction, the Parties agree (without waiving rights of appeal) that the unenforceable provision(s) shall be: (1) reconstituted to approximate as closely as lawfully possible the evident intent of the Parties; or (2) if option (1), above, cannot be implemented, the unenforceable provision(s) shall be excised from the Agreement and the Parties shall negotiate in good faith with respect to modification of the Agreement. If the Parties cannot agree to a modification, the Agreement shall be enforced without the unenforceable provision in a fair manner and without undue prejudice to either Party.
- 12.7 If GFI Genfare fails to enforce any provision of this Agreement, or fails to exercise, or waives, any right in respect thereto, such failure or waiver shall not be construed as constituting either: (1) a waiver of its rights to enforce such provision with respect to other events; (2) a course of dealing; or (3) a waiver of any other rights under the Agreement.
- 12.8 All notices and other communications provided for hereunder shall be in writing and shall be mailed by registered or certified mail, postage paid, or delivered personally, by overnight delivery service or by facsimile, with confirmation of receipt. Notices sent by facsimile shall be effective upon confirmation of receipt, notices sent by mail or overnight delivery service shall be effective upon receipt, and notices given personally shall be effective when delivered. The Parties will timely inform each other in writing as to the identity of, and contact information for, the person designated to receive notice.

All notices provided for hereunder shall be addressed as follows:

To GFI Genfare:

To Customer:

Each Party may designate by notice in writing a new address to which any notice may be given, served, or sent. Each notice which shall be mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent, or received for all purposes at such time as it is delivered to or received by the addressee.

- 12.9 The controlling version of this Agreement shall be this English-language version of the Agreement. Any translation of the Agreement will be merely for convenience, non-binding and not used as an interpretative aid with respect to this Agreement or the Parties' obligations under it.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above.

CUSTOMER

GFI GENFARE

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX D – SAMPLE SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement (the "Agreement") dated _____ (the "Effective Date") is between GFI Genfare, a business unit of SPX Corporation, a Delaware corporation, with offices at 751 Pratt Boulevard, Elk Grove Village, Illinois 60007 ("GFI") and _____, a _____ corporation with offices at _____ ("Customer").

WHEREAS, Customer desires to obtain software maintenance services from GFI; and

WHEREAS, GFI is willing to provide such software maintenance services to Customer in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received and to be received, GFI and Customer agree as follows:

1. Software Support and Maintenance Services. The software support and maintenance services set forth below shall be provided by GFI for the licensed software listed on Exhibit A, attached hereto ("Licensed Software"):

- (a) GFI shall notify Customer of any defects, errors or malfunctions ("Defects") in the Licensed Software or documentation of which GFI becomes aware and shall provide to Customer modified versions of the Licensed Software or documentation which incorporate correction of any Defects.
- (b) GFI shall provide all operational and support assistance necessary to cause the Licensed Software to perform in accordance with its applicable specifications and remedial support designed to provide a by-pass or temporary fix to a Defect until the Defect can be permanently corrected ("Corrections").
- (c) GFI shall provide to Customer all upgrades, modifications, improvements, enhancements, extensions and other changes to Licensed Software developed by GFI ("Improvements")
- (d) GFI shall provide all updates to the Licensed Software necessary to cause the Licensed Software to operate under new versions or releases of the Licensed Software's current operating system which are generally made available to other customers of GFI ("Updates").
- (e) GFI shall provide Customer with toll-free telephone support between 8:00 a.m. and 5:00 p.m. Central, Monday through Friday.
- (f) GFI shall provide to Customer any revisions to the existing documentation developed for the Licensed Software or necessary to reflect all Corrections, Improvements or Updates.
- (g) GFI shall provide an annual site visit to a Customer location for training and on-site support of the Licensed Software.
- (h) GFI shall make Licensed Software training available to Customer at then current training rates, as mutually agreed upon.

2. Maintenance Fees. Customer shall procure Licensed Software support and maintenance on an annual basis in the amount of \$xxxx at the time the software is licensed to Customer. Such maintenance fee shall be paid upon execution of this Agreement. GFI shall invoice Customer on an annual basis for support and maintenance for the next twelve (12) months. Customer shall pay within thirty (30) days of receipt of the invoice.

3. Cancellation of Maintenance. Customer may cancel the Licensed Software support and maintenance services upon thirty (30) days prior written notice to GFI. Customer shall forfeit any and all maintenance fees paid prior to cancellation. In order to reinstate such support and maintenance services, Customer will be required to pay all maintenance fees that would have been payable had the

maintenance not been cancelled.

4. Trade Secrets, Confidential, and Proprietary Information. In connection with this Agreement, either party may disclose information or materials that are considered trade secret, confidential and/or proprietary ("Information"). Information includes, but is not limited to, technical knowhow, business knowhow, procedures and processes, technical specifications, designs, documentation, client information, strategic plans, sales and marketing plans, supplier information, financial information, and proposed agreements. Information may be communicated in writing, orally, electronically, or by other means, and shall be identified in writing as "Confidential" or "Proprietary."

Each party agrees to use Information of the other only to effectuate the purposes of this Agreement. It shall not disclose Information to third parties without the prior permission of the other party and shall return all materials bearing Information to the party owning it upon termination of this Agreement (or upon request, whichever comes first).

Nothing in Section 4 applies to Information that is in (or enters) the public domain, or was known to a receiving party prior to disclosure by the other; or received lawfully from a third party, or developed independently by those who had no access to the Information, or disclosed by a party without further obligations of confidentiality. These duties of confidentiality shall continue for a period of three (3) years from the Effective Date.

5. Representations and Warranties.

5.1 Legal Power. Each party represents and warrants that it is duly organized and in good standing, that it has the legal power to enter into this Agreement and that performance of its obligations will not violate any agreements with third parties.

5.2 Services Warranty. GFI represents and warrants that all services shall be carried out in a diligent, prompt, and professional manner by individuals with the necessary knowledge and training to provide the services.

5.3 Warranty Limitation and Disclaimer. The warranties described in this Section are the only warranties GFI makes for services provided under this Agreement.

GFI DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnification.

6.1 Claims. GFI shall indemnify, defend, and hold harmless, at its sole expense, any third party claim, demand or suit against Customer ("Claim") arising out of or relating to: (i) any negligent act or omission in furtherance of GFI's performance under this Agreement; or (ii) GFI's breach of any representation or warranty set forth in this Agreement. GFI shall be responsible for all damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys' fees) awarded or assessed in association with the Claim, or reached through a negotiated settlement of the Claim.

6.2 Obligations of Customer. Customer will promptly notify GFI of the assertion of the Claim, allow GFI to retain sole and exclusive control over the defense and/or settlement of the Claim (provided that Customer may participate through counsel of its own choosing and at its own expense), and cooperate with GFI in the defense and/or settlement of the Claim.

6.3 Sole Terms of Indemnification. This Section states the sole obligations of GFI to Customer in the

event of a Claim.

6.4 **Third Party Claim Against Materials.** Customer hereby provides to GFI an indemnification and defense equivalent to that set forth in Sections 6.1-6.3 for third party claims relating to an act or omission of Customer or Customer's breach of any representation or warranty set forth in this Agreement.

7. **Independent Contractor Relationship.** The relationship between GFI and Customer is that of independent contractor. Nothing in this Agreement shall be construed as creating a relationship between GFI and Customer of joint ventures, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

8. **Non-Solicitation.** GFI and Customer hereby agree that during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither GFI nor Customer shall directly or indirectly solicit, hire, or otherwise retain as an employee a representative of the other party or a former representative that is or was involved with part of the Agreement without prior written permission from the other party.

9. **Limitation of Liability.** GFI liability arising out of or related to this Agreement shall be limited to an amount equal to the charges invoiced and paid to GFI for the maintenance and services which are the subject matter of this Agreement. Regardless of the form of action or theory of recovery, in no event shall either party be liable to the other in association with this Agreement or the deliverables for any indirect, special, exemplary, consequential, incidental or punitive damages; provided, however, that nothing in the foregoing shall limit damages arising from any obligation of indemnification in this Agreement. Any claim arising out of, or related to, this Agreement must be initiated within three (3) years of the date the party knew, or reasonably should have known, of the existence of such claim against the other party.

10. **Payment.** Payment shall be made by Customer to GFI within thirty (30) days of the receipt of an invoice from GFI.

11. **General.**

11.1 **Entire Agreement and Modification.** This Agreement and any addenda thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. This Agreement may not be modified except by a writing signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. The remedies accorded GFI under this Agreement are cumulative and in addition to those provided by law.

11.2 **No Waiver.** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of this Agreement.

11.3 **Governing Law and Venue; Executive Escalation Process.** This Agreement shall be governed by the laws of the State of Illinois and the federal laws of the U.S. In the event of any dispute, problem, or concern under this Agreement ("Dispute"), the Parties agree to use their best efforts to resolve such Disputes on an expedited basis through good faith business negotiations.

11.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be revised to make it enforceable in a manner consistent with the intent of the parties expressed in that provision, and shall be enforced to the fullest extent possible.

All other provisions of this Agreement shall remain in full force and effect.

11.5 Notices. All notices must be in writing and sent either by (1) hand delivery; (2) messenger; (3) certified mail (return receipt requested); (4) overnight courier; or (5) by facsimile or by e-mail (with a confirming copy for each facsimile and email); and shall be effective when received by such party at the address listed herein or other address provided in writing.

11.6 Assignment. Customer may not assign this Agreement, in whole or in part, without the prior express written consent of GFI, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. However, each party may assign this Agreement as necessary in association with any merger, acquisition or sale of substantially all of its assets. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

11.7 Public Statements. Either party may publicly disclose the existence and nature of the business relationship but may not disclose the financial terms of this Agreement.

11.8 Force Majeure. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control, that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

AGREED AND ACCEPTED:

GFI GENFARE

By: _____
Signature

By: _____
Signature

Name: _____
Printed

Name: _____
Printed

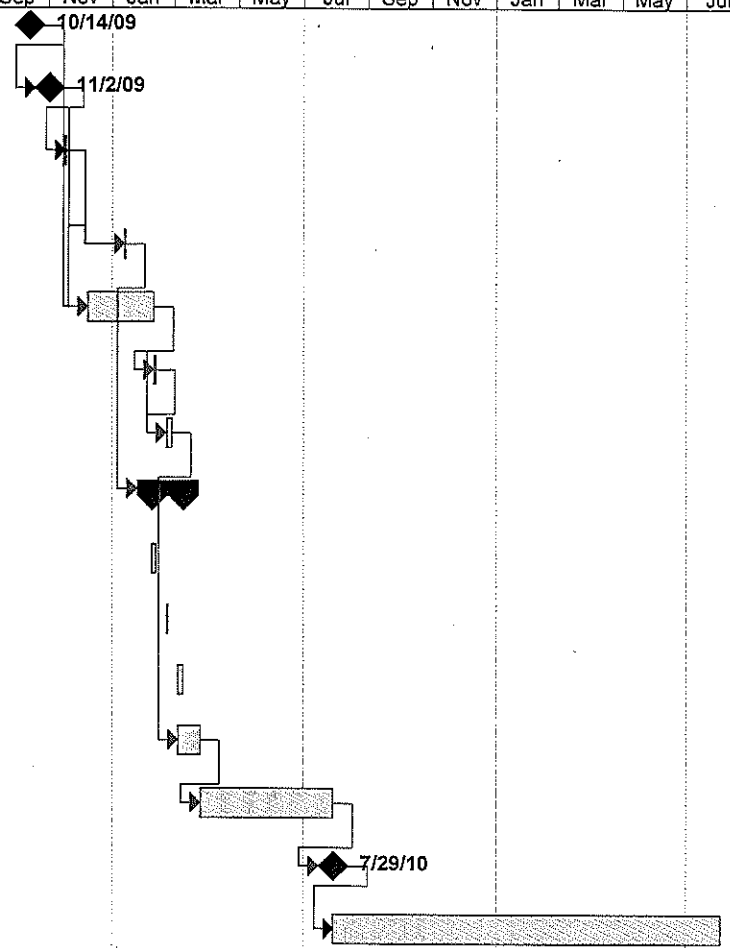
Title: _____

Title: _____

Date: _____, 200__

Date: _____, 200__

ID	Task Name	Duration	Start	Finish	2009		Qtr 3, 2009			Qtr 1, 2010			Qtr 3, 2010			Qtr 1, 2011			Qtr 3,
					Mar	May	Jul	Sep	Nov	Jan	Mar	May	Jul	Sep	Nov	Jan	Mar	May	Jul
1	Contract Award	0 days	Wed 10/14/09	Wed 10/14/09															
2	Notice to Proceed	0 days	Mon 11/2/09	Mon 11/2/09															
3	Contract Startup Meeting/Initial Configuration Review	1 day	Tue 11/17/09	Tue 11/17/09															
4	Final Design Review Meeting	1 day	Wed 1/13/10	Wed 1/13/10															
5	Equipment Manufacturing	45 days	Wed 12/9/09	Tue 2/9/10															
6	Factory Acceptance Testing	2 days	Wed 2/10/10	Thu 2/11/10															
7	Delivery of Fare Collection Equipment	5 days	Mon 2/22/10	Fri 2/26/10															
8	Training	22 days	Mon 2/8/10	Tue 3/9/10															
9	Maintenance Training	4 days	Mon 2/8/10	Thu 2/11/10															
10	Driver Training	1 day	Mon 2/22/10	Mon 2/22/10															
11	Data System Training	3 days	Fri 3/5/10	Tue 3/9/10															
12	Installation of Fare Collection System	15 days	Fri 3/5/10	Thu 3/25/10															
13	Revenue Service Acceptance Testing	90 days	Fri 3/26/10	Thu 7/29/10															
14	Final Acceptance of Fare Collection System	0 days	Thu 7/29/10	Thu 7/29/10															
15	Warranty Period	264 days	Fri 7/30/10	Tue 8/2/11															



February 5, 2010

Brian Geiger, Contract Officer
San Mateo County Transit District
Contracts and Procurement
1250 San Carlos Avenue
San Carlos, CA 94070-1306

**RE: Automatic Fare Collection System – RFP 09-SAMTR-S-030 – Revised
Proposal #2**

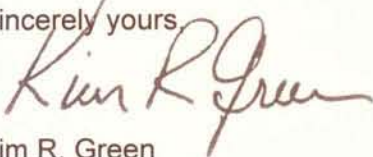
Mr. Geiger:

GFI Genfare is pleased to provide SamTrans with the accompanying price sheet for an automatic fare collection system, which has been revised in light of your letter of January 14, 2010, adding the CAD/AVL line item. I have highlighted the changes below for your ease of review.

1. Appendix A, Cost Proposal. Note that in Section B, Base Equipment, we neglected to price Line 6 in our earlier submittal; this oversight has now been corrected.
2. GFI is accepting the Software License Agreement and Software Maintenance Agreement redlined versions as submitted to GFI by SamTrans.
3. ACS CAD/AVL quote. GFI has received a quote from ACS for the integration of the CAD/AVL to the farebox. The quote from ACS is attached. GFI has added \$16,000 to the ACS quote for custom SamTrans software within the integration and 20% for Program Management of the CAD/AVL Interface portion of the project.

If there are any remaining issues please let us know and we will address them promptly. We reiterate our strong interest in this project and hope our revised price submittal meets with a favorable response.

Sincerely yours,



Kim R. Green
President

The "Grand Total, All Inclusive, Not-to-Exceed Price" includes the total cost for performing all services required for this contract, including but not limited to, labor, materials, software, insurance, supplies, travel, per diem, overhead, profit, subcontractors, and all other costs, involved in performing the required services described under this contract. Each section of the Cost Proposal, must be completed and enter the result in the "Grand Total, All Inclusive, Not-to-Exceed Price".

Add 9.25% Sales Tax, where applicable*, in column provided.

Proposer shall enter the total amount (Qty x Unit Price x 9.25%*) = in the Total Column

	Description	Specification Section	Qty	Unit Price	Sales Tax	Total
A. Bus Equipment						
1	Farebox and Operator Control Unit	5.1-12; 5.16-24	324	\$10,300.00	\$308,691.00	\$3,645,891.00
2	Cashbox	5.9; 5.19;	324	no charge		no charge
3	Farebox, spare	10.3	17	10,300.00	16,196.75	191,296.75
4	Cashbox, spare		50	600.00	2,775.00	32,775.00
5	Operator Control Unit, spare	5.2	30	1,425.00	3,954.38	46,704.38
6	Electronic Control Unit	5.5	15	850.00	1,179.38	13,929.38
7	Coin Handling Unit, spare	5.6	110	321.00	3,266.18	38,576.18
8	Bill Handling Unit, spare	5.7	110	425.00	4,324.38	51,074.38
9	Magnetic Farecard Processing Unit, spare	5.1.1; 5.10-12	125	3,445.00	39,832.81	470,457.81
10	Printer Spare		125	390.00	4,509.38	53,259.38
11	Farebox Hood (top), spare		0			
12	Farebox mounting kits		324	no charge		no charge
13	Farebox mounting kits, spare		17	no charge		no charge
14	J1708 Data Interface Cable		220	190.00	3,866.50	45,666.50
15	Installation	5.1.3, 12.1-4		89,100.00	-	89,100.00
16	CAD/AVL Communication	5.23	1	148,980.00	-	148,980.00
Subtotal A					\$ 388,595.74	\$4,827,710.74
B. Base Equipment						
1	Probe, infrared, with cable North South Brewster	7.2.1; 12.4	1	\$ 1,400.00	\$ 129.50	\$ 1,529.50
			1	1,400.00	129.50	1,529.50
			1	1,400.00	129.50	1,529.50
2	Probe antenna North South Brewster	7.2.1; 12.4		N/A		N/A
				N/A		N/A
				N/A		N/A
3	Base Server/Computer North South Brewster	7.1; 7.2.2;	1	58,500.00	5,411.25	63,911.25
			1	58,500.00	5,411.25	63,911.25
			1	58,500.00	5,411.25	63,911.25
4	Probe, infrared, with cable spare		4	1,400.00	518.00	6,118.00
5	Base printer		1	395.00	36.54	431.54

6	Cashbox Receiver	5.19.1-3; 5.24.3; 6.1.2-3	12	\$12,750.00	\$14,152.50	\$ 167,152.50
7	Vault Housing	6.1-4	6	18,650.00	10,350.75	122,250.75
8	Mobile Bin	6.1.5	9	11,075.00	9,219.94	108,894.94
9	Installation	4.3.2; 5.1; 5.18.1; 6.1.6; 12.1-4		5,000.00	-	5,000.00
	North			5,000.00	-	5,000.00
	South Brewster			5,000.00	-	5,000.00
10	Revenue Audit Unit	6.1.7	3	10,575.00	2,934.56	34,659.56
11	UPS	7.4	1	1,200.00	111.00	1,311.00
					\$	
				Subtotal B	\$53,945.54	\$ 652,140.54

C. Central Office Equipment						
1	Server/Computer, complete	8.1		\$47,380.00	\$4,382.65	\$ 51,762.65
2	Software	8.2-4		no charge		no charge
3	UPS			1,200.00	111.00	1,311.00
4	Installation			no charge		no charge
5	Software Escrow	22.5		23,400.00	2,164.50	25,564.50
				Subtotal C	\$ 6,658.15	\$ 78,638.15

D. Training Manuals						
1	Operator	17.2-3	600(hard) 1(CD)	no charge		no charge
2	Maintenance	17.2-3	90(hard) 1(CD)	\$ 6,750.00	\$ 624.38	\$ 7,374.38
3	Software	17.2-3	2 (hard copy) 1 (CD)	150.00	13.88	163.88
				Subtotal D	\$ 638.25	\$ 7,538.25

E. Training Courses						
1	Operator, SamTrans Trainer	19.1; 19.2-3	2	no charge		no charge
2	Maintenance, SamTrans Trainer	19.1; 19.4	2	no charge		no charge
3	System and Software	19.1; 19.5	2	no charge		no charge
				Subtotal E	\$	no charge

F. Test and Repair Equipment						
1	Special Test Fixture	9.1; 9.2	3	N/A		N/A
2	Automated Test Equipment	9.1; 9.3	3	N/A		N/A
3	Farebox test unit	9.1; 9.4	5	\$ 13,150.00	\$ 6,081.88	\$ 71,831.88
4	Farebox development & test unit	9.1; 9.7	5	11,100.00	5,133.75	60,633.75

5	Bill Validator test unit	9.1; 9.6	5	N/A		N/A
6	Coin Validator test unit	9.1; 9.5	5	N/A		N/A
Subtotal F					\$ 11,215.63	\$132,465.63
G. Fare Media						
1	Multi-use Farecard	5.10,1-3	250,000	\$.20	\$ 4,625.00	\$ 54,625.00
2	Day Pass, Change card	5.12, 10.4	800,000	.02	1,332.00	15,732.00
3	Farecard encoder	5.10.4				
	Hardware		1	15,700.00	1,452.25	17,152.25
	Software		1	no charge		no charge
	License		1	no charge		no charge
4	Access Control Proximity Cards	5.19.3, 10.4		N/A		N/A
Subtotal G					\$ 7,409.25	\$ 87,509.25
H. Consumables						
1	Bulbs, belts, and bearings	10.2		\$12,000.00	\$1,110.00	\$ 13,110.00
Subtotal H					\$ 1,110.00	\$ 13,110.00
I. Warranty						
1	Warranty	21.1-8		\$485,000.00	\$44,862.50	\$ 529,862.50
2	Extended Warranty Annual	21.3.2		525,000.00	-	525,000.00
3	Extended Warranty Multi-year	21.3.2		830,000.00	-	830,000.00
4	Extended Warranty by item	21.3.2		297.00	-	297.00
Subtotal I					\$ 44,862.50	\$1,885,159.50
J. Logistical						
1	Shipping and Handling	3.7.1-9		no charge		no charge
Subtotal J					\$	no charge

K. Maintenance and Support Service Plan						
					(no tax)	
1	Maintenance Service Agreement Farebox and Revenue Collection	24.2	Year 1	\$220,000.00	\$ 220,000.00	
	Second year option	24.2	Year 2	240,000.00	240,000.00	
	Third year on-call only	24.2	Year 3	150,000.00	150,000.00	
2	Maintenance Service Agreement Server, Workstations and Farebox Software	24.3	First year of 5 Year MSA	12,500.00	12,500.00	
			Remaining four years of 5 Year MSA	40,000.00	40,000.00	
	Second 5 year option	24.3	Second 5 Years	63,500.00	63,500.00	
	Third 5 year option	24.3	Third 5 Years	74,500.00	74,500.00	
Subtotal K					no tax	\$800,500.00
Subtotal K					\$	
GRAND TOTAL, ALL INCLUSIVE, NOT-TO-EXCEED (ADD SUBTOTALS A-K)					\$8,484,772.05	

Project Management and Tech Support			Hourly Rate
1	Project Manager	3.1-6	\$ 180.00
2	Design Engineer		\$ 180.00
3	Technician		\$ 120.00

Sales Quotation

Sold-To-Party

Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Ship-To-Party

Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Information

Sales Quote No. 5001016
Document Date 04/30/2010
Customer No. 539
Currency USD
Contact Name Traansit District
Phone PATTI KORBA
FAX 418 426-6080
EMAIL rcargill@scmttd.com
Validity Start Date 04/30/2010
Validity End Date 12/31/2010
Req Delivery Date 06/15/2010

End User

Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

A trade-in credit of \$150 will be given for each old farebox returned (115 x \$150 = \$17,250 + tax(\$1638.75)= \$18,888.75) The total of the quote including the trade-in will be \$2,372,505 before tax, after tax the quote amount is \$2,608,757.08.

Item	Material	Quantity	Price	Amount
10	ODYSSEY ODYSSEY CONFIGURATION	113 EA	10,300.00 USD	1,163,900.00
	Tax	978.50	USD	1 EA 110,570.49
With the following configuration				
	FAREBOX HEIGHT	36 INCHES		
	CASHBOX HEIGHT	SHORT		
	TRIM	YES		
	TOKENS	NO		
	SWIPE CARD READER	YES		
	SMART CARD READER	STD(SATURN 6000)		
	CONTROL UNIT	OCU		
	OCU CABLE CONNECTOR	90 DEG CONNECTOR		
20	ODY-SP-KIT Odyssey Spare Parts Kit (no TRiM)	8 EA	5,900.00 USD	47,200.00
	Tax	560.50	USD	1 EA 4,483.99

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

GFI Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on GFI customer credit acceptance. Warranty is (1) year from installation date or (14) months from shipment for new system equipment, whichever comes first. All warranty items must be directed to GFI for acceptance and disposition, not through OEM Bus Manufacturing Companies. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove, IL and freight charges are not included. All price quotations are submitted in accordance with standard GFI terms and conditions which are available on request.

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Item	Material	Quantity	Price	Amount
30	ODYTRIM-SP-KIT Odyssey TRiM Spare Parts Kit	8 EA	9,100.00 USD	72,800.00
	Tax		864.50 USD	1 EA 6,915.99
40	TRAINING Training, Factory	1 EA	0.00	
50	INSTALL Install	109 EA	275.00 USD	29,975.00
60	ITEM Odyssey and TRim Manuals	3 EA	0.00	
70	TVM-BASE Vendstar TVM	4 EA	31,600.00 USD	126,400.00
	Tax		3,002.00 USD	1 EA 12,007.99
80	TVM-COIN Coin Acceptance Package	4 EA	6,100.00 USD	24,400.00
	Tax		579.50 USD	1 EA 2,317.99

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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Item	Material	Quantity	Price	Amount
90	TVM-2TRIM Second TRiM Module	4 EA	3,480.00 USD	13,920.00
	Tax	330.60	USD	1 EA 1,322.39
100	TVM-3TRIM Third TRiM Module	4 EA	3,480.00 USD	13,920.00
	Tax	330.60	USD	1 EA 1,322.39
110	TVM-BANK Bank Card Payment Package	4 EA	2,450.00 USD	9,800.00
	Tax	232.75	USD	1 EA 930.99
120	ITEM Bank Card Set up and Certification	1 EA	25,000.00 USD	25,000.00
	Tax	2,374.99	USD	1 EA 2,374.99
130	ITEM TVM Smart Card Module	4 EA	1,260.00 USD	5,040.00
	Tax	119.70	USD	1 EA 478.79

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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Item	Material	Quantity	Price	Amount
140	ITEM TVM Validation TRiM	4 EA	3,250.00 USD	13,000.00
	Tax	308.75	USD	1 EA 1,235.00
150	TVM INSTALLATION TVM Installation	4 EA	1,800.00 USD	7,200.00
160	TVM-SPA Spare Parts Package A - TVM	4 EA	9,980.00 USD	39,920.00
	Tax	948.10	USD	1 EA 3,792.40
170	TVM-SPB Spare Parts Package B - TVM	4 EA	2,740.00 USD	10,960.00
	Tax	260.30	USD	1 EA 1,041.20
180	VIP VIP Data System	1 EA	26,750.00 USD	26,750.00
190	ITEM VIP Fare Table set up and administration	1 EA	6,125.00 USD	6,125.00

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

GFI Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on GFI customer credit acceptance. Warranty is (1) year from installation date or (14) months from shipment for new system equipment, whichever comes first. All warranty items must be directed to GFI for acceptance and disposition, not through OEM Bus Manufacturing Companies. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove, IL and freight charges are not included. All price quotations are submitted in accordance with standard GFI terms and conditions which are available on request.

Sales Quotation

Sold-To-Party

Santa Cruz Metro Transit Dist
 Traansit District
 110 Vernon St
 Santa Cruz CA 95060

Ship-To-Party

Santa Cruz Metro Transit Dist
 Traansit District
 110 Vernon St
 Santa Cruz CA 95060

Information

Sales Quote No. 5001016
Document Date 04/30/2010
Customer No. 539
Currency USD
Contact Name Traansit District
Phone PATTI KORBA
FAX 418 426-6080
EMAIL rcargill@scmtd.com
Validity Start Date 04/30/2010
Validity End Date 12/31/2010
Req Delivery Date 06/15/2010

End User

Santa Cruz Metro Transit Dist
 Traansit District
 110 Vernon St
 Santa Cruz CA 95060

Item	Material	Quantity	Price	Amount
		Tax	581.88 USD	581.88
200	TVM-SPCOINCB Spare modules, spare coin cashbox	5 EA	720.00 USD	3,600.00
		Tax	68.40 USD	342.00
210	TVM-SPBILL Spare Module, bill stacker cashbox	5 EA	745.00 USD	3,725.00
		Tax	70.78 USD	353.88
220	TVM-SPCOIN Spare Module, Coin Acceptor Tekpak	5 EA	3,100.00 USD	15,500.00
		Tax	294.50 USD	1,472.50
230	TVM-100SPHOP Spare Module Supplemental Hopper \$1.00	5 EA	790.00 USD	3,950.00
		Tax	75.05 USD	375.26
240	TVM-25SPHOP Spare Module Supplemental Hopper \$.25	5 EA	790.00 USD	3,950.00

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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End User

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Traansit District
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Santa Cruz CA 95060

Item	Material	Quantity	Price	Amount
		Tax	75.05 USD	1 EA 375.26
250	M-25293-4OM MANUAL, VIP, DATA COLLECT SYS, OM	3 EA	0.00	
260	ITEM VIP Training	1 EA	0.00	
270	ITEM MANUAL, TVM O&S, M-23301-4SM	3 EA	0.00	
280	TVM TRAINING TRAINING, TVM	1 EA	3,295.00 USD	3,295.00
290	TKT-10MILPL-2/1 10 mil Thermal Plastic, 2 color	250000 EA	200.00 USD	50,000.00
		Tax	19.00 USD	1000 EA 4,750.00
300	TKT-10MILPA-2/1 10 mil Thermal Paper, 2 color	600000 EA	125.00 USD	75,000.00
		Tax	11.88 USD	1000 EA 7,125.00

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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End User

Santa Cruz Metro Transit Dist
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Item	Material	Quantity	Price	Amount
310	ITEM J1708 Cable (Coiled in Bottom)	115 EA	190.00 USD	21,850.00
	Tax		18.05 USD	2,075.76
320	ITEM J1708 Configuration	1 EA	17,600.00 USD	17,600.00
	Tax		1,672.00 USD	1,672.00
330	VLT-CBID Cashbox ID components	1 EA	1,800.00 USD	1,800.00
	Tax		171.00 USD	171.00
340	ITEM 200 feet Cashbox ID Cable	1 EA	500.00 USD	500.00
	Tax		47.50 USD	47.50
350	VLT-BINID Bin ID (per Bin)	6 EA	675.00 USD	4,050.00
	Tax		64.13 USD	384.76

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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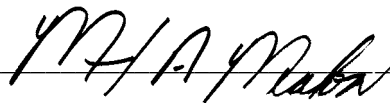
Information

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End User

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Item	Material	Quantity	Price	Amount
370	ITEM Operator Training Manual	200 EA	0.00	
380	ITEM Maintenance Training Manual	5 EA	75.00 USD	375.00
	Tax		7.13 USD	1 EA 35.64
390	ITEM Software Training Manual	2 EA	75.00 USD	150.00
	Tax		7.13 USD	1 EA 14.26
400	ODY-TEST Odyssey Test Simulator	1 EA	13,150.00 USD	13,150.00
	Tax		1,249.26 USD	1 EA 1,249.26
410	ITEM Farebox Development & Test Unit	1 EA	11,100.00 USD	11,100.00
	Tax		1,054.50 USD	1 EA 1,054.50
420	ITEM	1 EA	15,700.00 USD	15,700.00

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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Document Date 04/30/2010
Customer No. 539
Currency USD
Contact Name Traansit District
Phone PATTI KORBA
FAX 418 426-6080
EMAIL rcargill@scmtd.com
Validity Start Date 04/30/2010
Validity End Date 12/31/2010
Req Delivery Date 06/15/2010

End User

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Item	Material	Quantity	Price	Amount
	Farecard Encoder			
		Tax	1,491.50 USD	1 EA 1,491.50
430	ITEM Consumables	1 EA	12,000.00 USD	12,000.00
		Tax	1,140.00 USD	1 EA 1,140.00
440	ODY-EXTWARR Odyssey Farebox Ext Warranty (fb/yr)	115 EA	340.00 USD	39,100.00
		Tax	32.30 USD	1 EA 3,714.50
450	ODY-EXTWARR Odyssey Farebox Ext Warranty (fb/yr)	115 EA	375.00 USD	43,125.00
		Tax	35.63 USD	1 EA 4,096.88
480	TVM-EXTWARR Extended warranty, 12 month	4 EA	3,200.00 USD	12,800.00
		Tax	304.00 USD	1 EA 1,216.00
490	TVM-EXTWARR	4 EA	3,500.00 USD	14,000.00

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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Document Date 04/30/2010
Customer No. 539
Currency USD
Contact Name Traansit District
Phone PATTI KORBA
FAX 418 426-6080
EMAIL rcargill@scmtm.com
Validity Start Date 04/30/2010
Validity End Date 12/31/2010
Req Delivery Date 06/15/2010

End User

Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Item	Material	Quantity	Price	Amount
	Extended warranty, 12 month			
		Tax	332.50 USD	1 EA 1,330.00
520	TKT-SCGNRC	50000 EA	1.67 USD	83,500.00
	Smart Cards, factory encoded (per 100)			
		Tax	0.16 USD	1 EA 7,932.50
530	SPARES	1 EA	45,000.00 USD	45,000.00
	SPARES			
		Tax	4,275.00 USD	1 EA 4,275.00
540	ODYSSEY	1 EA	13,190.00 USD	13,190.00
	ODYSSEY CONFIGURATION			
		Tax	1,253.06 USD	1 EA 1,253.06
With the following configuration				
	FAREBOX HEIGHT	30 INCHES		
	CASHBOX HEIGHT	SUPER SHORT		
	TRIM	YES		
	TOKENS	NO		
	SWIPE CARD READER	YES		

Signature:  **Date:** 05/05/2010

Sales Representative: Mark Mahon **Phone:** 847-871-1415
Email: mark.mahon@spx.com

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Traansit District
110 Vernon St
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Traansit District
110 Vernon St
Santa Cruz CA 95060

Information

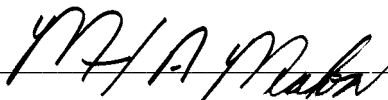
Sales Quote No. 5001016
Document Date 04/30/2010
Customer No. 539
Currency USD
Contact Name Traansit District
Phone PATTI KORBA
FAX 418 426-6080
EMAIL rcargill@scmtd.com
Validity Start Date 04/30/2010
Validity End Date 12/31/2010
Req Delivery Date 06/15/2010

End User

Santa Cruz Metro Transit Dist
Traansit District
110 Vernon St
Santa Cruz CA 95060

Item	Material	Quantity	Price	Amount
	SMART CARD READER	STD(SATURN 6000)		
	CONTROL UNIT	OCU		
	OCU CABLE CONNECTOR	90 DEG CONNECTOR		
Final amount:				2,341,644.50

Signature: _____



Date: 05/05/2010

Sales Representative: Mark Mahon
Email: mark.mahon@spx.com

Phone: 847-871-1415

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Ciro Aguirre, Operations Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANGER TO EXECUTE A WAIVER AND RELEASE WITH ORANGE COUNTY TRANSIT AUTHORITY FOR THE RIGHT TO ACQUIRE ONE (1) ADDITIONAL 40-FOOT LOW FLOOR CNG COACH.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an additional Waiver and Release with Orange County Transit Authority for the right to acquire one (1) additional 40-foot low-floor CNG coach.

II. SUMMARY OF ISSUES

- The METRO Board of Directors on February 26, 2010 authorized the General Manager to execute four (4) options from the Orange County Transit Authority to “piggyback” onto the OCTA/ New Flyer of America Contract for the purchase of four (4) 40-foot, low-floor, compressed natural gas powered suburban coaches for the Highway 17 Express Service.
- Santa Cruz METRO currently has \$2,500,000 in committed Measure A funds from the Santa Clara Valley Transit Authority (VTA) for the purchase of these coaches.
- The pricing quote received from New Flyer of America for the four coaches allowed for an additional bus to be considered with available funds from VTA. An additional option was requested from Orange County Transit Authority (OCTA) and was granted.
- Staff is requesting that the METRO Board of Directors authorize the General Manager to execute a Waiver and Release of this additional option and to authorize the General Manger to enter into an agreement with OCTA to purchase one (1) additional Highway 17 Express coaches for a total of five (5) coaches.
- As METRO was required to do with the purchase of the four (4) coaches, in placing the order for the additional coach, Santa Cruz METRO is required to waive and release any and all claims it may have against OCTA and is also required to defend, indemnify and hold the OCTA harmless from any and all claims that may be related in any way to this purchase by METRO.

18.1

III. DISCUSSION

On February 25, 2010 the METRO Board of Directors authorized the General Manager to execute four (4) options from the Orange County Transit Authority (OCTA) in order to piggyback onto its agreement with New Flyer of America for the purchase of four (4) 40-foot, low-floor, compressed natural gas powered suburban coaches for the Highway 17 Express.

The Santa Clara Valley Transit Authority (VTA) committed to Santa Cruz METRO \$2,500,000 in Measure A funds for the purchase of Highway 17 Express Service coaches. METRO requested of New Flyer of America a price quote for the four coaches, and upon receipt of the quote noticed that the price for all four coaches was for less than what was anticipated, and would allow for an additional coach to be purchased. A request was made to OCTA for release of an additional option bringing the total number of options to five. The option request was granted.

As part of the transaction for the additional option, Santa Cruz METRO is required to execute a Waiver and Release (Attachment A). This Waiver and Release contains language that releases any and all claims that METRO may have against OCTA with regard to this purchase and also requires METRO to defend, indemnify and hold OCTA harmless from and against any and all claims, suites or actions arising out of, resulting from, or in any way related to METRO's purchase, installation and use of the purchased buses.

Staff recommends that the Board of Directors authorize the General Manager to execute this additional option from the Orange County Transit Authority contract with New Flyer of America to purchase one (1) additional forty-foot low-floor compressed natural gas suburban coach from New Flyer of America and be authorized to take all necessary steps to piggyback onto the contract with New Flyer of America and the Orange County Transit Authority to purchase these five (5) coaches.

IV. FINANCIAL CONSIDERATIONS

Funds to support this procurement are included in the FY10 Final Capital Budget under Revenue Vehicle Replacement (\$2,500,000).

V. ATTACHMENTS

Attachment A: Letter to Orange County Transit Authority requesting Assignment of Option and Waiver and Release.

Attachment B: New Flyer of America Pricing Quote



SENT VIA EMAIL & U.S. MAIL

May 10, 2010

BOARD OF DIRECTORS

Jerry Amanie
Chairman

Patricia Bates
Vice Chairman

Art Brown
Director

Peter Buffa
Director

Bill Campbell
Director

Carolyn V. Cavecche
Director

William J. Dalton
Director

Richard Dixon
Director

Paul G. Glaab
Director

Don Hansen
Director

Allan Mansoor
Director

John Moorlach
Director

Janet Nguyen
Director

Curt Pringle
Director

Miguel Pulido
Director

Gregory T. Winterbottom
Director

Cindy Quon
Governor's
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Will Kempton
Chief Executive Officer

Mr. **Ciro F. Aguirre**
Operations Manager
Santa Cruz Metropolitan Transit District
Metro Operations
1200 River Street
Santa Cruz, California 95060

Subject: Request for Waiver and Release, Agreement No. C-5-0746

Dear Mr. Aguirre:

The Orange County Transportation Authority (Authority) is in receipt of your letter dated April 23, 2010 requesting one (1) additional 40-foot, low floor compressed natural gas bus from options available under the subject agreement between the Authority and New Flyer of America. This letter is to inform you that the Authority approves your request.

Please sign the attached waiver and release, and upon receipt of the signed document, the Authority will inform New Flyer of America, Inc. to provide the bus to the Santa Cruz Metropolitan Transit District.

Please contact me at (714) 560-5616 or at ycrowder@octa.net if you have any questions.

Sincerely,

Yvette Crowder
Senior Contract Administrator
Contracts Administration & Materials Management

Attachment: Waiver and Release Agreement

- c: Beth McCormick, Authority
- Tony Chavira, Authority
- Carolina Coppolo, Authority
- Paul Smith, New Flyer of America
- Greg Cherneski, New Flyer of America

18.a1

WAIVER AND RELEASE

WHEREAS, New Flyer of America, Inc. (CONTRACTOR) entered into an Agreement, C-5-0746 (herein referred to as CONTRACT) for 40-foot, low floor, compressed natural gas transit buses, dated March 6, 2006, with the Orange County Transportation Authority (AUTHORITY); and

WHEREAS, the AUTHORITY has agreed to assign to Santa Cruz Metropolitan Transit District (METRO) AUTHORITY's right to acquire one (1) additional 40-foot low floor, compressed natural gas bus from CONTRACTOR under the terms and conditions of the CONTRACT, and pursuant to a separate agreement between CONTRACTOR and METRO.

NOW THEREFORE, in exchange for METRO's assignment of the right to acquire one (1) additional 40-foot low floor, compressed natural gas bus from CONTRACTOR, METRO hereby declares and states as follows:

1. METRO warrants that it meets all requirements for eligibility to participate in the assignment of these options.

2. METRO hereby waives and releases any and all claims it may have against the AUTHORITY with respect to any and all obligations of METRO under the agreement between CONTRACTOR and METRO for the purchase of said 40-foot low floor, compressed natural gas bus pursuant to the CONTRACT between CONTRACTOR and AUTHORITY.

3. METRO shall defend, indemnify, and hold harmless AUTHORITY, and its directors, officers, agents, and employees from and against any and all claims, suits, or actions arising out of, resulting from, or in any way related to METRO's purchase, installation, and use of the 40-foot low floor, compressed natural gas buses.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

By: _____

Print: _____

Title: _____

18.92



NEW FLYER

Price Change Summary

Property: Santa Cruz
Option Origin: Orange County SR1273
Sales Release No.: 1491
Quantity: 5
Type: C40LFR
Price Change No.: 1
Revision: H
Date: 21-May-10

	Each	Extended Total
Original Contract Price Base Coach	\$ 416,742.00	\$ 2,083,710.00
Base Bus Price Change Total	\$ 37,373.00	\$ 186,865.00
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 454,115.00	\$ 2,270,575.00
Delivery	\$ (4,285.00)	\$ (21,425.00)
ADA	\$ (17,609.00)	\$ (88,045.00)
Revised Price Base Bus (excluding ADA & delivery)	\$ 432,221.00	\$ 2,101,105.00
9.5 % California Tax	\$ 41,061.00	\$ 205,304.98
Total Bus Price (including 9.5% California Tax)	\$ 473,282.00	\$ 2,366,409.98
Delivery	\$ 4,285.00	\$ 21,425.00
ADA	\$ 17,609.00	\$ 88,045.00
	\$ 495,176.00	\$ 2,475,679.98
Revised Total Contract Price		\$ 2,475,679.98
Optional Items not included in price above		
Addition of Twin Vision Smart Series Sign Tooling	\$ 236.97	Tax @ 9.5% n/a Total n/a \$ 1,184.87
Total Optional Items		\$ 1,184.87
Total Contract With Optional Items		\$ 2,477,064.85

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: _____

Date: _____

Property Authorization:

Signature: _____

Title: _____

Date: _____

18.61

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Ciro Aguirre, Operations Manager
April Warnock, Paratransit Superintendent

SUBJECT: CONSIDERATION OF AMENDING THE NOT TO EXCEED CONTRACT AMOUNTS WITH WATSONVILLE TRANSPORTATION INC. AND SANTA CRUZ TRANSPORTATION, LLC FOR SUPPLEMENTAL PARATRANSIT SERVICES FROM \$350,000 TO \$475,000.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute amendments to the contracts with Watsonville Transportation, Inc. and Santa Cruz Transportation, LLC for supplemental paratransit services to increase the not to exceed contract amount of each contract from \$350,000 to \$475,000.

II. SUMMARY OF ISSUES

- Santa Cruz METRO entered into contracts for supplemental paratransit services with Watsonville Transportation, Inc. and Santa Cruz Transportation, LLC on May 1, 2007.
- Each contract had an initial three-year term with a total contract amount not to exceed \$350,000.
- The contracts were recently extended through April 30, 2011.
- The maximum amount payable for each contract needs to be increased by \$125,000 to \$475,000 for the new contract period.

III. DISCUSSION

Santa Cruz METRO entered into contracts for supplemental paratransit services with Watsonville Transportation, Inc. and Santa Cruz Transportation, LLC on May 1, 2007 for a three year contract period. Both contracts were recently extended through April 30, 2011.

The maximum amount payable for each contract had a not to exceed amount of \$350,000. This amount was sufficient for the first three-years of the contract. As both contracts have been recently extended for one additional year, the not to exceed amount of each contract needs to be increased by \$125,000 for a new not to exceed amount of \$475,000 for expenditures during the new contract period.

19.1

Staff recommends that the Board of Directors authorize the General Manager to execute amendments to the contracts with Watsonville Transportation, Inc. and Santa Cruz Transportation, LLC for supplemental paratransit services to increase the not to exceed contract amounts of each contract from \$350,000 to \$475,000.

IV. FINANCIAL CONSIDERATIONS

Funds to support this amendment are included in the ParaCruz FY10- FY11 budget item Contract/Paratransit.

V. ATTACHMENTS

None.

Prepared By: April Warnock, Paratransit Superintendent
Date Prepared: May 19, 2010

19.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Robyn Slater, Human Resources Manager

SUBJECT: **CONSIDERATION OF CONTRACT RENEWAL WITH ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE BROKER SERVICES AND CONTINUING PARTICIPATION IN THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE FOR A NOT TO EXCEED AMOUNT OF \$94,000.**

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the contract with Alliant Insurance Services, Inc. for licensed broker services to extend the term of the contract through June 30, 2011, and agree to continuing participation in the California Public Entity Insurance Authority joint powers agreement in order to access excess workers' compensation insurance for a not to exceed amount of \$94,000.

II. SUMMARY OF ISSUES

- Santa Cruz METRO has a contract with Alliant Insurance Services, Inc. for Licensed Broker Services for Excess Workers' Compensation Coverage.
- In order to access the joint powers agreement with the California Public Entity Insurance Authority (CPEIA) for low rates for excess workers' compensation insurance, Santa Cruz METRO must contract with the services of Alliant Insurance Services.
- Alliant Insurance Services, Inc. has indicated that they are interested in extending the contract for licensed broker services for one additional year at the same broker service fee of \$12,000 for the new contract period.
- Santa Cruz METRO's annual insurance premium for excess workers' compensation insurance coverage from CSAC-CPEIA for the new fiscal year will be a not to exceed amount of \$82,000.

III. DISCUSSION

The current contract with Alliant Insurance Services, Inc. for licensed broker services for excess workers' compensation coverage is due to expire on June 30, 2010. An extension of the contract would be favorable to Santa Cruz METRO. Contractor has reviewed the contract and has indicated their desire to extend the contract with no increase in the broker service fee of \$12,000 for the new one-year contract period.

Since 1979, the County Supervisors Association of California dba California State Association of Counties (CSAC) Excess Insurance Authority (EIA) has provided its members with numerous

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risk management and insurance programs that have allowed them to manage various loss exposures. CSAC-EIA is one of the estimated 150 joint powers insurance pools currently operating in California. In 2001, CSAC established a "sister JPA" called the California Public Entity Insurance Authority (CPEIA). The CPEIA was created to provide other public agencies in California a vehicle to participate in CSAC's programs and services, specifically insurance programs including excess workers' compensation insurance. CSAC benefits from membership in the CPEIA as a result of additional resources and credibility in the insurance marketplace. In addition, CPEIA members are charged a fee of 10 % of their premium for access to the CSAC's major programs.

In November 1979, the first CSAC program titled Excess Workers' Compensation (EWC) program was established. Coverage is provided above various self-insured retentions or the Primary Workers' Compensation Program is pooled with excess reinsurance purchased to \$50,000,000 in limits. Forty-nine counties and over twenty-five CPEIA members currently participate in the EWC Program.

By belonging to the CSAC-CPEIA, Santa Cruz METRO's annual insurance premium for excess workers' compensation insurance coverage for the new fiscal year will be a not to exceed amount of \$82,000 using a payroll of \$16,045,582. The total amount of this contract (\$82,000) and broker license fee (\$12,000) for next fiscal year will not exceed \$94,000. The actual insurance premium fee should be lower than the projected fee of \$82,000 as a final determination of the fee is made after the insurance underwriting is completed in late June 2010.

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Alliant Insurance Services, Inc. to extend the contract for licensed broker services through June 30, 2011, and authorize the continuing participation in the CPEIA joint powers agreement in order to access excess workers' compensation insurance for a total amount not to exceed \$94,000.

IV. FINANCIAL CONSIDERATIONS

The licensed insurance brokers' fee for Alliant Insurance Services through June 30, 2011 is \$12,000. The annual premium for CPEIA workers' compensation insurance coverage will be a not to exceed amount of \$82,000. Total amount of these procurements is a not to exceed amount of \$94,000. Funds to support this contract are included in the Human Resources FY11 Workers' Compensation Insurance budget.

V. ATTACHMENTS

Attachment A: Letter from Alliant Insurance Services

Attachment B: Contract Amendment

Prepared By: Lloyd Longnecker, Purchasing Agent
Date Prepared: May 19, 2010

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ALLIANT SPECIALTY GROUP

May 6, 2010

Santa Cruz Metro Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: Letter of Intent for Contract Extension

To the Board of Directors for the Santa Cruz Metropolitan Transportation District:

Alliant Insurance Services proposes an extension of the current contract for Workers' Compensation brokerage services at the current consulting fee of \$12,000.00. We offer no modifications to the current contract.

This extension is for Workers' Compensation brokerage services for the July 1, 2010 fiscal year. Please let me know if you have any questions and I will promptly address.

Kindest Regards,

A handwritten signature in cursive script that reads "Matthew T. Gowan".

Matthew T. Gowan,
Vice President
Alliant Insurance Services

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SEVENTH AMENDMENT TO CONTRACT FOR LICENSED BROKER SERVICES
FOR EXCESS WORKERS' COMPENSATION COVERAGE (03-02)**

This Seventh Amendment to the Contract for Licensed Broker Services for Excess Workers' Compensation Coverage is made effective July 1, 2010, between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("Santa Cruz METRO") and Alliant Insurance Services, Inc. ("Contractor").

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for Licensed Broker Services for Excess Workers' Compensation Coverage ("Contract") on October 24, 2003.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through June 30, 2011. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

- 3.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

IV. AUTHORITY

- 4.1 Each party has full power to enter into and perform this Seventh Amendment to the Contract and the person signing this Seventh Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Seventh Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

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Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
ALLIANT INSURANCE SERVICES, INC.

By _____
Matthew T. Gowan
Vice President

Approved as to Form:

Margaret R. Gallagher
District Counsel

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF THE ADEQUACY OF THE SECURITY FUNDING LEVEL PROPOSED FOR THE FY 11 OPERATING BUDGET IN ADDRESSING THE DRUG TRAFFIC OCCURRING AT THE TRANSIT CENTERS IN SANTA CRUZ AND WATSONVILLE.

I. RECOMMENDED ACTION

That the Board of Directors consider the level of security funding necessary to support efforts necessary to address drug activities occurring at the Santa Cruz and Watsonville Transit Centers.

II. SUMMARY OF ISSUES

- Recently there has been an expanded discussion of the amount of drug activity in Santa Cruz County.
- In recent news reports the Transit Centers in Santa Cruz and Watsonville have been identified as areas where substantial drug activity takes place.
- The Proposed FY11 Operating Budget redirects a portion of security funds currently used in the Revenue Room to Transit Center Patrols.
- Staff recommends that the Board discuss the level of drug activity at the Transit Centers and the security efforts that should be implemented.

III. DISCUSSION

The Santa Cruz Sentinel has devoted considerable attention to the drug activity in Santa Cruz County recently. Two of the areas that have been identified by law enforcement agencies as having a high level of drug activity are the Santa Cruz and Watsonville Transit Centers.

The Proposed FY11 Operating Budget contains \$374,332 for security services. Contained in the security funding proposal is the redirection of funds from the revenue room activities to patrols at the Santa Cruz and Watsonville Transit Centers.

Members of the Board of Directors have expressed concern regarding the drug activity at transit centers and have expressed a desire to discuss what actions METRO should take to address the issue.

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IV. FINANCIAL CONSIDERATIONS

The Proposed FY11 Operating Budget contains \$374,332 for security services.

V. ATTACHMENTS

Attachment A: Excerpt from the May 21, 2010 Santa Cruz Sentinel Article regarding drug activity.

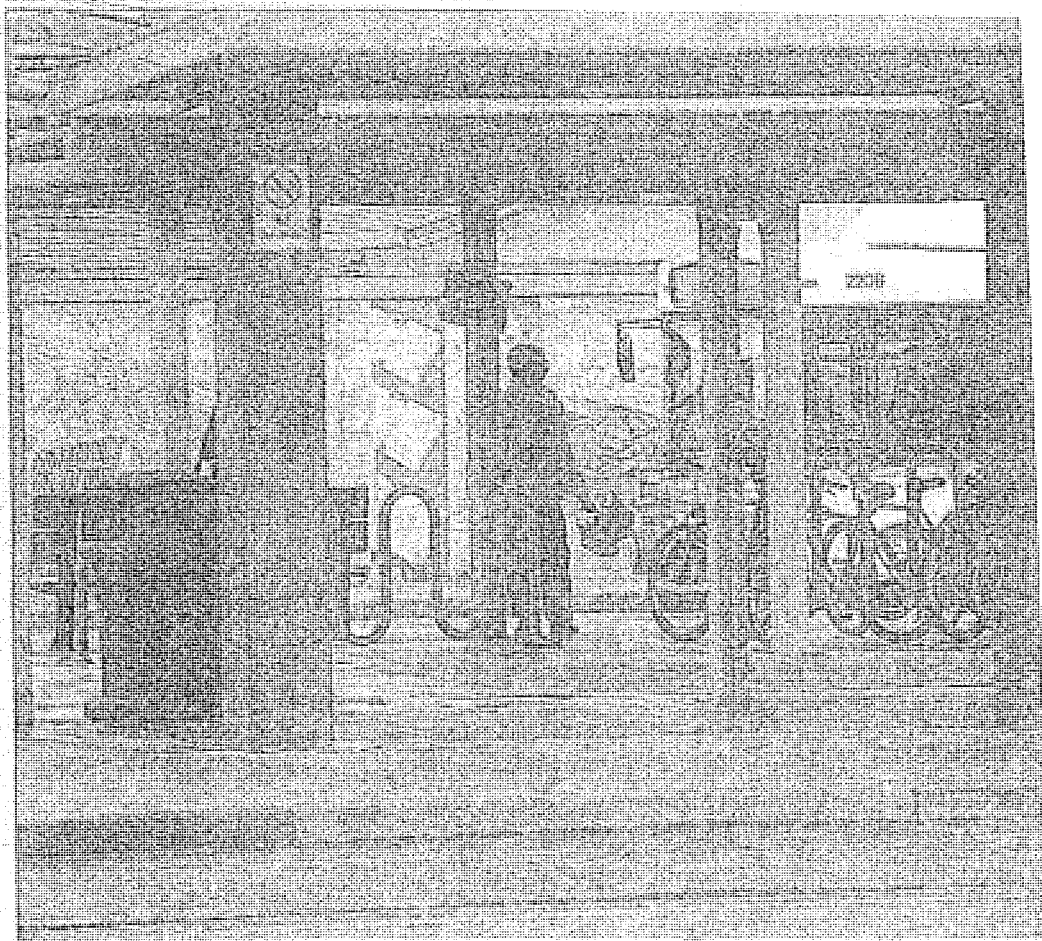
Attachment B: Proposed FY11 Security Funding.

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DAN COYRO/SENTINEL

Watsonville police officer Skip Prigge scans the Metro Center in the mirror of his patrol car. Prigge says he sees the same heroin users show up to buy drugs at the Watsonville bus center each morning and afternoon.



DAN COYRO/SENTINEL

Police say heroin users show up in the mornings and afternoons to buy the drug at the Watsonville Metro Center.

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**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY11 & FY12 DRAFT FINAL OPERATING BUDGET**

Consolidated Expenses

ACCOUNT	ACTUAL FY09	PUBLISHED BUDGET FY10	PROJECTED ACTUAL FY10	BUDGET FY11	% CHANGE PROJ FY10 BUDG FY11	BUDGET FY12	% CHANGE BUDG FY11 BUDG FY12
SERVICES							
503011 Accting/Audit Fees	80,015	103,250	117,069	95,250	-18.6%	95,250	0.0%
503012 Admin/Bank Fees	185,856	216,630	152,323	259,350	70.3%	315,389	21.6%
503031 Prof/Technical Fees	140,958	334,575	140,267	225,132	60.5%	250,559	11.3%
503032 Legislative Services	90,000	103,400	90,000	103,400	14.9%	106,502	3.0%
503033 Legal Services	1,473	55,000	21,432	55,000	156.6%	55,000	0.0%
503034 Pre-Employment Exams	12,530	12,440	12,221	7,300	-40.3%	7,519	3.0%
503041 Temp Help	105,043	-	283,824	-	-100.0%	-	0.0%
503161 Custodial Services	68,499	66,100	61,569	50,000	-18.8%	50,000	0.0%
503162 Uniforms/Laundry	30,487	44,015	28,354	33,600	18.5%	34,100	1.5%
503171 Security Services	358,207	406,368	341,364	374,332	9.7%	360,664	-3.7%
503221 Classified/Legal Ads	13,054	26,400	10,937	29,100	166.1%	29,793	2.4%
503222 Legal Ads	-	-	-	-	0.0%	-	0.0%
503225 Graphic Services	-	4,000	-	4,000	100.0%	4,000	0.0%
503351 Repair - Bldg & Impr	73,337	91,500	75,000	100,000	33.3%	100,000	0.0%
503352 Repair - Equipment	327,259	412,872	467,840	576,490	23.2%	581,621	0.9%
503353 Repair - Rev Vehicle	376,355	437,300	320,412	410,000	28.0%	410,000	0.0%
503354 Repair - Non Rev Vehicle	13,890	31,500	26,049	25,000	-4.0%	25,000	0.0%
503363 Haz Mat Disposal	51,806	46,000	53,726	49,500	-7.9%	49,500	0.0%
Totals	1,928,769	2,391,350	2,202,383	2,397,454	8.9%	2,474,897	3.2%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	138,057	207,400	139,052	151,100	8.7%	151,100	0.0%
504012 Fuels & Lubricants - Rev Veh	1,316,522	3,245,000	1,682,279	2,095,000	24.5%	2,135,000	1.9%
504021 Tires & Tubes	180,368	213,000	194,804	243,000	24.7%	247,000	1.6%
504161 Other Mobile Supplies	6,580	10,300	431	-	-100.0%	-	0.0%
504191 Rev Vehicle Parts	460,132	817,000	636,045	625,000	-1.7%	635,000	1.6%
Totals	2,101,659	4,492,700	2,652,610	3,114,100	17.4%	3,168,100	1.7%

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Attachment
B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: May 28, 2010

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF EXTENDING THE ROUTE # 79 TO THE SANTA CRUZ COUNTY FAIR GROUNDS DURING THE 2010 FAIR AT A COST OF \$4,000 TO PROVIDE BOTH FIXED ROUTE AND PARACRUZ SERVICE.

I. RECOMMENDED ACTION

That the Board of Directors deny the request from the Central Coast Center for Independent Living for the provision of transit and paratransit service to the 2010 Santa Cruz County Fair.

II. SUMMARY OF ISSUES

- On March 26, 2010 the Board of Directors received a request from the Central Coast Center for Independent Living (CCCIL) for the provision of fixed route and paratransit service to the 2010 Santa Cruz County Fair.
- In past years METRO has sporadically provided service to the Santa Cruz County Fair based on financial support from other agencies. However, the Charter Regulations issued by the Federal Transit Administration in 2008 prohibited METRO from providing services like the Fair Service on the basis of external financing.
- The cost of extending the Route #79 and accompanying ParaCruz service to the 2010 would be approximately \$4,000.
- The METRO Operating Budget does not contain internal funding for service to the Santa Cruz County Fair.
- As METRO is currently considering substantial service cuts, staff recommends that the Board of Directors deny the request from the CCCIL for the provision of service to the 2010 Santa Cruz County Fair.

III. DISCUSSION

Santa Cruz METRO provided service to the Santa Cruz County Fair for many years when the budget was more stable. After the declines in revenues in 2002 and 2003 METRO was not financially able to support the service to the Santa Cruz County Fair. In order to preserve service, other agencies provided funds to METRO to continue the service on a limited basis. The last year of Fair Service provided under this arrangement was 2007. In 2008, the Federal Transit Administration (FTA) issued Revised Charter Regulations that prohibited transit agencies like

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METRO from providing services like the Fair Service using external funds. Therefore, in 2008, METRO did not provide transit service to the Santa Cruz County Fair.

The METRO Operating Budget does not contain funds from internal sources to provide service to the Santa Cruz County Fair. The cost of extending Route # 79 to provide fixed route and paratransit service to the 2010 Santa County Fair would be approximately \$4,000.

Currently, the Board of Directors is considering substantial service cuts due to the weak economy and prior loss of state funds. Therefore, staff recommends that the Board of Directors deny the request from the CCCIL for the provision of fixed route and paratransit service to the 2010 Santa Cruz County Fair.

IV. FINANCIAL CONSIDERATIONS

The provision of fixed route and paratransit service to the 2010 Santa Cruz County Fair would cost approximately \$4,000 in unbudgeted operating funds.

V. ATTACHMENTS

None

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