

ATTACHMENT III

AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICE & AGREEMENT FOR PROVISION OF TRANSPORTATION EQUIPMENT

VEHICLE MAINTENANCE AND INSPECTION REQUIREMENTS.

1. MAINTENANCE OF VCTC-VEHICLES

The COMMISSION (VCTC) plans to take delivery of fourteen (14) brand-new over-the-road motor-coaches (VCTC-Vehicles) prior to January 1, 2015. Delivery is anticipated for the fall or winter 2014. These vehicles will be provided to the contractor following inspection by VCTC. VCTC expects that the vehicles will be available beginning January 1, 2015. VCTC is not responsible for delays in vehicle delivery or due to inspection. The Contractor will provide the remaining revenue vehicles in sufficient number and capacity to provide the services as previously agreed to. When not in revenue service, all VCTC-Vehicles will be stored in a secure area that is fenced and well-lit with appropriate security. VCTC-Vehicles shall not be used on any other service than that specified in this Attachment without specific written authority from VCTC. VCTC-Vehicles as defined herein will be 100% dedicated to the VCTC VISTA Intercity Transit service and all times remain the property of VCTC.

1.1. GENERAL REQUIREMENTS

1.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for implementing a comprehensive vehicle maintenance program, as approved by VCTC, that is in compliance with the requirements herein. VCTC reserves the right to require additional maintenance standards at its discretion.

Through an approved Preventive Maintenance program, the Contractor shall cause all components of each bus, including its body, frame, furnishing, mechanical, electrical, and hydraulic or other operating systems to be maintained in proper working condition free from damage and malfunction. Any significant bus damage caused in any accident or otherwise shall require the Contractor to immediately repair such damage when it is determined such damage impairs the proper and safe mechanical operation of the bus. No bus shall be operated in revenue service that has body, paint, or interior damage unless VCTC, due to extraordinary circumstances, has granted special permission. In no event shall VCTC be required

to repair, replace, or maintain any bus. The Contractor, at its sole cost and expense, shall maintain stores of and provide fuel, lubricants, repairs, parts, decals, and supplies required for the maintenance and operation of all buses utilized in providing the Contract services.

The Contractor shall be required to negotiate and process all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The Contractor shall be responsible for providing tires for the transportation of all VCTC-Vehicles without additional cost to VCTC. The Contractor will furnish and maintain tires for all vehicles utilized at any time during the term of this contract. In no event shall VCTC be required to provide repair, replace, or maintain any tires for any vehicle during the duration of this contract.

The Contractor shall be required to maintain a consistent and ample inventory of parts that are commonly used in maintenance service and/or repairs. Parts such as clamps, lights, hoses, and belts of all variety of sizes and other highly used parts shall be readily available at the contractor's facility. Contractor shall not delay the repair of a vehicle because of a lack of parts.

1.1.2 GENERAL REPAIRS

The Contractor shall provide, as required, all general repairs to vehicles provided by this contract. The Contractor will be required to obtain original equipment manufacturer (OEM) parts and supplies. No variance will be allowed regarding OEM replacement parts unless written requests are submitted by the Contractor with all relative documentation to VCTC for review, and subsequent written approval forwarded to the Contractor.

As a result of vehicle repairs, the Contractor shall ensure that all re-assembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes, but is not limited to, wiring configuration and clamping, power train components, and body assembly. No variation or vehicle system modifications will be allowed without the written authorization from VCTC.

Maintenance repairs on buses must be completed within a reasonable amount of time to minimize the time the bus is not available for revenue service. All efforts should be made by the maintenance manager to accomplish this. Adequate maintenance staff levels and shift assignments, proper inventory controls, and established accounts with various vendors are just some of the resources available to address this issue. VCTC-Vehicles must be available for revenue service no longer than two weeks (14 days) of the bus being out of service. Consideration will be given for circumstances out of the contractor's control.

1.1.3 VCTC-OWNED BUS REPLACEMENT

In the event that a VCTC-owned bus needs to be replaced due to extensive damage resulting from an accident, fire, etc., the Contractor shall be responsible for replacing the damaged vehicle at its own cost. VCTC reserves the right to accept replacement bus proposed by contractor or accept in-lieu cash payment. If VCTC chooses cash payment instead, the cash payment shall be determined using the following formula:

VCTC Purchase Price for the Unit divided by 12 (12 years life cycle or the age of the bus, whichever is appropriate) multiplied by the Number of Years Left in the cycle plus \$100,000.00 cash.

An additional amount of \$10,000.00 may be imposed if an investigation of the extensive damage reveals that it was a result of a lack of proper maintenance.

1.1.4 REQUIRED SERVICE AND MAINTENANCE RECORDS

The contractor shall maintain a "Log Book" as the preferred form that the driver(s) use to do their daily vehicle inspection/defect report. The logbook shall have enough carbon copies so that there is at least one copy for the main record, one copy for the maintenance shop and a copy that remains in the logbook. This logbook must be kept in the bus during the current month and be available for inspection by VCTC. Logbooks must be changed out on the evening of the last day of the month. The previous logbook shall be identified on the cover as to month, year and vehicle number, and shall be archived by the contractor for a period of at least one year.

The Contractor shall be responsible for keeping a vehicle file by vehicle number, documenting all vehicle maintenance to include P.M. scheduled maintenance and inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and engine and transmission rebuilds. The file and all other records must be clear, legible, accurately describe the work performed and completely filled out by the mechanic doing the work. If a third party vendor completed a work, the documentation by the third party vendor must also be included in the vehicle file.

The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall remit complete copies of all vehicle files to VCTC at the end of the Contract. VCTC shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Contractor's facilities for the duration of the Contract. The contractor shall have a maintenance records system that meets the criteria set forth in this section within 30 days of the start of the contract or such time that vehicles are provided.

PMI documentation shall include an inspection form that is applicable to the systems/sub-systems of the vehicle being inspected, such as engine, transmission, wheel chair lift, destination sign etc. PMI documentation shall include a maintenance shop repair order that has all the

vehicle information (such as vehicle number, date, mileage, etc.), the type of PMI inspection performed (such as A, B, C, D), the defects noted on the inspection, the time charged to do the work, the parts used and any sub-contract work performed. All generated work (defects noted on the inspection) is to be charged out to the same maintenance shop repair order that the preventative maintenance/safety inspection is charged to. PMI documentation shall include the factory form from manufacturer for the inspection/service of the air conditioning system. PMI documentation shall include a separate form for inspection of the fire suppression/methane detection system.

All unscheduled repairs shall have a maintenance shop repair order. The repair order will have the document that generated the request for the repair, such as a driver defect report, attached to it. All road calls shall have a maintenance shop repair order. The repair order shall have a dispatch request attached to it.

In addition to the forms and procedures described above, each vehicle file shall incorporate a "Master Sheet", typically called a hard card, on which all PMI services and unscheduled repairs are recorded briefly. The Master Sheet shall be located at the beginning of the vehicle repair file and shall be identified by vehicle number, VIN number, engine serial number and transmission serial number. The Master Sheet shall include columns to indicate date of repair, vehicle mileage as indicated on both dash odometer and hub odometer, description of the repair or PMI service, what generated the repair (DVIR, road call, scheduled PMI, VCTC audit etc.) and shall be signed by the technician performing the repairs. All Master Sheets shall remain with the vehicle file for the life of the contract and shall be the property of VCTC.

1.1.5 SAFETY RELATED ITEMS

The Contractor shall maintain the VCTC-Vehicles in accordance with all safety related requirements set forth in the California Vehicle Code and in all applicable federal statutes and regulations. VCTC, through its own maintenance staff or by a third party auditor, may inspect the vehicles for safety related items. If VCTC finds safety defects in violation of federal and state requirements, VCTC reserves the right to place the vehicle out of service (OOS).

1.1.6 QUALITY ASSURANCE

VCTC shall have immediate and unrestricted access to all vehicle maintenance records and vehicles during planned or unannounced visits or inspections to vehicles and Contractor's facility for the duration of the contract.

VCTC shall be entitled, at all times, to conduct inspections of any bus in order to determine compliance with the provisions hereof. The Contractor shall, upon request by VCTC, immediately remove from operation any bus which is determined by VCTC to not be in compliance herewith and will repair, clean or take any other reasonable action requested by VCTC in order to cause such bus to be in compliance herewith. Nothing in this provision or in any inspection or approval by VCTC of any bus shall relieve the contractor of its obligation to maintain and operate each bus in strict compliance with the

provisions hereof. VCTC will establish procedures for the initial inspection and acceptance of all vehicles.

1.1.7 CALIFORNIA HIGHWAY PATROL (CHP) TERMINAL INSPECTION

Upon completion of a CHP terminal inspection, the Contractor shall immediately notify VCTC in writing as to whether the Contractor's facility received a satisfactory or unsatisfactory rating from the CHP; the Contractor shall provide a copy of the CHP report to VCTC and indicate what action is being pursued if an unsatisfactory rating was received. These reports shall be submitted to VCTC within 10 working days subsequent to the CHP inspection.

VCTC intends for all its programs to meet or exceed the standards set forth by CHP for the operation of all terminals and vehicles. The Contractor shall maintain its terminal and vehicles so as to pass a CHP inspection regardless of whether or not the CHP inspects Contractor owned or VCTC-owned project vehicles.

Performance penalties of \$500 shall be assessed for any VCTC project vehicle placed out of service for safety related reasons by the CHP.

Performance penalties of \$3,000 shall be assessed for failure to pass a CHP terminal inspection with a satisfactory rating regardless of whether the CHP inspects Contractor-owned or VCTC-owned project vehicles.

Failure to pass a CHP terminal inspection on two (2) occasions during the contract period with a satisfactory rating shall deem the Contractor to be in non-compliance with the contract and may result in contract termination.

1.1.8 VEHICLE MILEAGE UPDATE

The Contractor shall be responsible for preparing and updating a vehicle mileage update for all of the service vehicles. The Contractor shall additionally report the accumulated mileage on each vehicle and provide an annual report of mileage per vehicle.

In the event that either a dash mounted speedometer or a hubdometer requires replacement, the contractor shall have the vendor pre-set the mileage indicator to correspond with the mileage on the unit being replaced.

1.1.9 ENGINES AND TRANSMISSION REBUILD UPDATE

The Contractor shall be responsible for preparing and updating, on a quarterly basis, a list of all engine and transmission rebuilds and the completion dates for each rebuild on each VCTC provided vehicle. The Contractor shall also provide an annual report representing the total engine and transmission rebuilds for the year and the completion dates of each.

2. MAINTENANCE PROGRAMS

2.1 PREVENTIVE MAINTENANCE OF VEHICLES AND SAFETY INSPECTION

The maintenance program submitted by CONTRACTOR for VCTC issued vehicles shall meet or exceed the manufacturer's recommended or specified guidelines, including all "add-on" equipment installed by a second stage manufacturer. When two service categories are provided by the manufacturer such as "normal service" and "severe service", the severe service category guidelines will be used in establishing the PM program by the contractor. In addition, all maintenance work shall conform, but not be limited, to the requirements of the California Vehicle Code and applicable federal statutes and regulations. Where a conflict exists between federal, state, local or the manufacturer's recommended or specified guidelines, Contractors shall apply the more stringent requirement.

All VCTC-Vehicles shall have a preventative maintenance/safety inspection including complete vehicle lube, performed every 3,000 miles or 45 days, whichever occurs first. The engine, transmission and differential service that may be included will be determined by application. Refer to the following sections for specifications. Specific service requirements for various systems/sub-systems that may be included will be determined by application.

2.2 CLEAN OIL SAMPLE

The Contractor shall send a clean oil sample to an independent laboratory at least once a year to verify that the oil being used meets the manufacturer's specifications and keep the results on file at the location.

2.3 PREVENTIVE MAINTENANCE OF AIR CONDITIONING SYSTEMS

The Contractor shall provide a separate preventive maintenance program for the vehicle HVAC system that meets or exceeds the manufacturer's recommended or specified PM program. Every bus shall have a safe, effective defroster and heating system. Defrosters and heaters shall be fully functional at all times.

2.3 PREVENTIVE MAINTENANCE OF LIFT/RAMPS EQUIPMENT

Contractor shall cause all drivers to cycle all lifts/ramps prior to the start of revenue service. Drivers must document and submit all noted lift/ramp defects to the Contractor's maintenance department. The Contractor shall provide a separate preventive maintenance program for the vehicle wheelchair lift/ramp system that meets or exceeds the manufacturers recommended or specified PM program including testing the wheelchair lifts if applicable with a minimum of 350 pounds to simulate the weight of a wheelchair passenger. The PM program for the wheelchair lifts/ramps should be done as part of the regular preventative maintenance/safety inspection service cycle.

2.4 VEHICLE CLEANLINESS

The Contractor shall cause, on a scheduled basis, each vehicle to be maintained in a clean condition throughout, both interior and exterior. The Contractor shall ensure the cleanliness of each vehicle prior to the commencement of each service day. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime and graffiti. The interior floor of each vehicle shall be swept and mopped by the Contractor prior to the commencement of each service day.

The interior of each vehicle will be thoroughly cleaned at least once each week. This complete cleaning shall include but not be limited to ceiling, walls, area behind the seats, floors, driver's area and dash, ancillary equipment, and windows. Seats shall be cleaned regularly and marks and stains removed promptly. Seats that are worn, excessively stained or torn shall be replaced. The interior shall be maintained free from roaches and other vermin at all times. The Contractor is expressly prohibited from using any vermin control product, or application procedure for such project, that would be hazardous to the health and well-being of the passengers and driver of such vehicle. The Contractor must only use a licensed pest control contractor to perform pest control work in its maintenance program. The interior passenger compartment of each vehicle shall be free of noxious odors from cleaning products, vermin control products, and exhaust fumes emitted by the engine of such vehicle. Any vehicle found by VCTC to not be in compliance with these cleaning provisions will be removed from service immediately without limiting the Contractor's service obligations. Once all required actions have been completed by the Contractor to correct any deficiencies found within this provision, VCTC reserves the right to inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

2.5 GRAFFITI

VCTC has established a zero tolerance policy regarding graffiti on VCTC-Vehicles. The Contractor shall be required to remove all graffiti from the vehicles as soon as it is found, or as soon as it is practical at the end of the day or before it goes in service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. No bus shall start revenue service with graffiti on any surface of the vehicle. If graffiti is etched or scratched into the glass or insert, that glass or insert must be repaired or replaced before the bus is placed back into revenue service, or as soon as practicable.

To assist in this effort, the VCTC-Vehicles are (will be) equipped with security cameras. In addition, the contractor will be required to have a dedicated laptop computer in order to view/save the information recorded on security cameras.

2.6 REPAIR OF ACCIDENT DAMAGE

All accident damage repairs shall be performed by the Contractor within a reasonable time as determined by VCTC. The Contractor must submit to VCTC a written schedule for such repair. In addition, the Contractor will notify VCTC each time an accident occurs involving a revenue vehicle. All vehicle repairs shall be performed by competent repair facilities, which are capable

of repairing the vehicles back to their original configuration, appearance, and structural integrity.

2.7 REPAIR OF DESTINATION SIGNS

All VCTC-Vehicles are equipped with illuminated destination signs – headsigns and passenger side displays. In the event of changes such as service additions, deletions, or modifications that affect the destination sign readings, VCTC will program the changes to the VCTC-owned systems. The Contractor is responsible for programming the Contractor provided equipment, subject to VCTC's approval. The Contractor will revise the destination signs to reflect that change at no cost to VCTC. The Contractor shall perform any required maintenance to ensure constant display operation of all revenue vehicle destination signs. The Contractor shall ensure that all buses have working destination signs while in revenue service. Any inoperable destination sign must be repaired within a reasonable time as determined by VCTC. In the event an electronic destination sign is not fully operational, the Contractor shall post a clearly visible and readable paper destination sign with the correct destination/route name for a limited period of time while the electronic sign is being repaired.

2.8 REPAIR OF DECALS

The Contractor shall maintain and replace all decals, applied to both the interior and exterior surface of the vehicles, at Contractor's expense. This shall include new, redesigned and safety related decals (produced by VCTC or authorized by VCTC) and decals worn, torn, or faded due to an accident or daily wear and tear. There shall be no perceivable variation in gloss or shade of the decals throughout the contract period.

2.9 PAINTED SURFACES

All painted surfaces shall be in good condition. Normal wear and tear to the finish is to be expected, but paint is to be maintained at a high level of finish throughout the contract period as VCTC wishes to present the best possible image to the public. All painted surfaces shall be free from graffiti and scratches, and there shall be no perceivable difference in gloss or shades of individual colors. It shall be the responsibility of the Contractor to assume all costs associated with painting the vehicles to the standards established by VCTC, in regards to fading or discoloration from wear and tear.

2.10 OIL ANALYSIS PROGRAM

The Contractor will provide an oil analysis program for the monitoring of the engine and transmission oils of each VCTC-owned revenue vehicle. The engine and transmission oils are to be extracted at every oil change interval, before the draining of the oils, and sent to an independent oil analysis lab for the purpose of identifying contaminants and wear of the engine and transmission components.

3.0 RETURN OF VCTC OWNED VEHICLES/CONTRACT CLOSEOUT

GENERAL REQUIREMENTS

3.1. END OF CONTRACT

Upon termination, or completion of the contract term, the Contractor shall be responsible for returning all vehicles to VCTC in the condition in which they were received (with the exception of normal wear and tear), including but not limited to body condition, system(s) condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. Where time is of the essence to maintain any required service demands, VCTC reserves the right to waive the Contractor's right of repair and undertake any required repairs which are necessary to bring the vehicle into compliance under the terms of this contract. Under such waiver condition, VCTC may make repairs itself, or assign another company of VCTC's choosing to perform all required repairs, and charge the Contractor the cost of such repairs from any monies otherwise owed the Contractor.

All vehicles are to be steam cleaned thoroughly in the engine compartment and underneath the vehicle to remove all excess oil and grease, paying particular attention to the suspension, transmission, engine, and final drive as well as all oil coolers before inspection by VCTC.

All VCTC equipment installed on Contractor provided vehicles and provided to contractor either installed or in stock at the Contractor facility (including APC, AVL, smartcard, farebox and any DVR systems) must be returned in the condition in which it was received. See Section 3.1.2.15.

3.1.2. DAMAGES

Vehicles shall be inspected in the following areas and shall meet or exceed the following conditions:

3.1.2.1. ENGINE

Engine to be returned in a good state of tune, ready for every day service, no missing, hard starting, rough running, or poor performance shall exist. No engine warning lights should be on.

There shall be no excessive oil leaks from gaskets or seals; a slight leaking in certain areas may be acceptable, however, what is acceptable shall be at the sole discretion of VCTC vehicle inspector.

3.1.2.2. TRANSMISSION

Transmissions shall have a smooth shift in all gears and not slip or jerk on shifting.

Transmission fluid shall appear clear and red, if applicable, with no more than a slight darkening.

Transmission fluid shall not smell of varnish or be burned.

Transmission shall have no oil leaks from pan gaskets, shaft seal, or front input or rear output shaft seals. Slight film or weeping may be acceptable; however, what is acceptable shall be at the sole discretion of VCTC vehicle inspector.

3.1.2.3. BRAKES, SUSPENSION AND STEERING

3.1.2.3.1. HYRDAULIC BRAKES

No leaking brake fluid shall be present at drums, calipers, hoses, lines, master cylinder, ABS controllers, solenoids or any brake system component.

Drums, discs, rotors, pads and shoes shall not be worn beyond tolerances for safety or wear as determined by CHP Title 13.

Brakes shall not feel spongy and shall be capable of stopping the vehicle safely. Evaluation of brake condition shall be the sole discretion of VCTC's vehicle inspectors.

3.1.2.3.2. AIR BRAKES AND AIR SYSTEM

Compressor, governor, gauges, air drier, air lines, tanks, relay valves, quick release valves and all other components of the air system, including audible and visual warning devices, shall be fully functional, in proper working order free from leaks (air & oil), deterioration and excessive wear. All components shall meet or exceed all standards put forth in the CHP vehicle Code Title 13 regarding air brakes.

Air brakes shall hold air on application, on static tests and will have no leaks in the system.

Air brakes shall meet or exceed all standards put forth in the California Highway Patrol Vehicle Code Title 13 regarding air brakes.

Shoes and drums shall not be worn to the very minimum requirements of CHP Title 13. Shoes shall have at least 1/8" more lining than minimum requirements. Drums shall still be 1/16" under the maximum allowable diameter.

3.1.2.3.3. FRONT AND REAR SUSPENSION

Air bags shall be in good operational condition showing no leaks upon application of a mixture of soap and water. Moderate weather cracking is a normal and acceptable condition, but there shall be no excessive cracking, abrasion or other visible damage to the air bags.

Leveling valves and all pertinent hardware shall be in good repair and function properly. No valves shall be leaking and all adjustments shall be accurate. Kneeling function shall operate properly with proper interlock, warning devices and acceptable recovery time.

All bushings, sway bars, trailing arms, pivot joints, panhard rods, mounting bolts, welds, frame supports, brackets and any other components of the suspension system shall be serviceable and in good repair with no visible damage.

All shock absorbers shall be serviceable. No bent anchor attachments shall exist and no visible or dripping hydraulic fluid shall be evident.

3.1.2.3.4. STEERING

Steering pump, lines, belts, reservoir and all components shall be serviceable and in good repair. No cracks or defects shall exist in supporting bracketry and/or adjustment mechanisms. Pulleys shall run true and in alignment. Belts shall be properly adjusted and have good remaining service life. Lines shall be properly secured and shall not be leaking or chafing. Reservoir shall be clean and securely mounted with no degradation to mounting brackets or fixtures. Fluid shall be serviceable and in good condition.

Steering gearbox shall function properly throughout its range with no binding or excessive effort. Mounting shall be tight with no cracks or deformation to associated hardware and bracketing. Gearbox shall show no signs of leaking. Steering wheel free play shall not exceed CHP Title 13 requirements.

Steering column shall be securely mounted and all tilt/telescoping mechanisms shall operate properly. All u-joint connections shall be in good repair with no excessive looseness. Steering wheel shall be free from any cracks or damage. Horn button shall operate 360 degrees at any steering wheel position and shall not bind or stick.

All tie rods/tie rod ends, connecting links, idler arms, bushings, pitman, and any other steering component shall be in good repair and ready for immediate service.

King pins shall have no excessive looseness or binding while the steering is turned from side to side and front wheel bearing adjustment shall be within specs while tested unloaded.

3.1.2.4. BATTERY AND CHARGING SYSTEM

Batteries shall be less than two years old, and shall test 12.0 volts under no load, and shall pass a load test, to be determined at the sole discretion of VCTC inspector. Battery or batteries shall be capable of starting the vehicle at least four times in succession.

Battery slide out tray and compartment door shall operate properly. Electrical cables and terminals shall be in good repair without excessive corrosion or damage.

Alternator, mounting and adjustment bracketry, cables, regulators, 12/24-volt interface mechanisms and all other charging system components shall be in good repair and shall be documented with the correct volts/amps outputs.

3.1.2.5. TIRES

No recap tires on the steering axle shall be accepted. No re-grooved recaps shall be accepted.

All tires shall have a minimum of 4/32" tread in all grooves, and measured at three (3) points around the circumference. No blisters, separations, or sidewall damage shall be accepted; a slight blemish of the sidewall may be acceptable, at the sole discretion of VCTC vehicle inspector.

3.1.2.6. BUMPERS AND BODY

All exterior body panels are to be free from damage; one (1) or two (2) minor dents less than a dimension of 2"x 2" will be allowed, but the body is to be maintained straight and dent free during the contract period and to be repaired as soon as possible.

3.1.2.7. GLASS, WINDOW FRAMING AND EMERGENCY EXITS

Glass shall be free of cracks, pits, or scratches and free from graffiti. Glass that has been replaced during the contract period shall have been replaced with approved safety glass as called for in CHP Title 13.

Glass shall be inspected to make sure it meets the above safety standards including the seal of the manufacturer including approved identifying marks and, if deemed unacceptable, the contractor at their expense must replace it before returning to VCTC.

All inside and outside window framing shall be in good repair and free from permanently etched in graffiti. All slider mechanisms shall operate properly. All tilt out mechanisms shall operate properly. All window hardware (such as gas charged struts, latches, hinges etc.) shall be in place and fully functional.

All emergency exits and roof vents shall be in good repair and fully functional. Cables, release mechanisms and latches shall be in good repair and proper adjustment. All pertinent labeling shall be affixed and legible.

3.1.2.8. DOORS

Doors shall open and close smoothly throughout their range of motion. Doors shall fit tightly against the doorframe when closed with no air gaps.

Manually operated doors shall not require an extreme amount of effort on the operator to open or close, but rather shall require a moderate amount of effort to open or close.

There shall be no tears or rips on the edges or on the weather stripping to ensure a good seal around the door assembly.

There shall be no air leaks or electrical shorts in the door operating mechanisms.

All doors shall operate properly without excessive wear to the linkages, pivots and joints.

3.1.2.9. PAINTS

All painted surfaces shall be in good condition. Normal wear and tear to finish is to be expected, but paint is to be maintained at a high level of finish throughout the contract period as VCTC wishes to present the best possible image to the public.

All painted surfaces shall be free from graffiti and scratches, and there shall be no perceivable difference in gloss or shades of individual colors.

3.1.2.10. AIR CONDITIONING

Air conditioning shall be in excellent working order for both dash and rear units, if applicable.

Air conditioning must adequately cool the vehicle on a hot day. This shall be determined by VCTC vehicle inspector. If cooling is not sufficient, the unit must be repaired by the Contractor before it is returned to VCTC.

Air conditioning is to be maintained at a high level throughout the contract period, as VCTC wishes to provide a comfortable environment for its customers.

3.1.2.11. HEATERS

All heaters both front and rear shall be maintained fully operational throughout the contract period and shall be inspected prior to return of the vehicles to VCTC.

All components of the heating system shall function properly. No part of the system shall be bypassed. Front and rear units, if so equipped, shall both be operational.

Defrosters shall operate effectively, with no undue looseness or binding of the control levers or knobs. Thermostat controls shall function properly.

3.1.2.12. INTERIOR FURNISHINGS

Driver's seat shall be in good repair and fully functional. All adjustment mechanisms whether mechanical or air actuated, shall operate properly through their full range. Cushioning shall be in good repair and ready for immediate service. Suspension system shall operate properly with appropriate dampening. Pivot pins and bushings shall not be excessively worn. Upholstery shall be in good repair.

All driver's controls, switches and gauges shall be fully operational. Cables and knobs shall not require excessive force to operate and shall travel smoothly through their entire range. All labeling shall be affixed and legible. Appropriate backlighting, panel lighting and driver's lights

shall be operational.

All interior lights, including passenger-reading lamps, shall be fully functional and ready for immediate service.

Stop request system shall be fully operational. Buttons, cables and fasteners shall be in good repair.

P.A. system shall be fully functional.

Stanchions, grab rails, modesty panels, schedule racks, advertising frames, and driver's barrier shall be in good repair with all fasteners in place and properly tightened.

Passenger seats shall be clean and in good repair ready for immediate service. All cushioning, covering materials, reclining mechanisms, foot rests, arm rests, seat backs, frame structures and mounting devices shall be in acceptable condition.

All other interior furnishings including flooring underlayment covings, side and roof panels, rear bulkhead A/C door, all mirrors, decals and step treads shall be in good repair and ready for immediate service.

3.1.2.13. WHEEL CHAIR LIFTS AND SECUREMENT LOCATIONS

Wheelchair lifts shall be in good operating condition and all vehicle safety interlock devices, as required by CHP Title 13, shall also be in good working condition.

If lifts or safety devices are not in proper working order, they must be repaired before returning the vehicle to VCTC.

All components of the originally supplied securement package shall be present and accounted for or replaced with OEM parts. Tie-downs, straps, belts, tracks, locks, flip seats and all other componentry shall be fully functional and in good repair.

3.1.2.14. ALL SAFETY EQUIPMENT

All safety equipment such as horns, wipers, defrosters, hazard flashers, and back up alarms shall be in good working order at the close of the contract period.

All equipment must be repaired before returning the vehicles to VCTC.

All ancillary equipment that was originally supplied with the vehicles (i.e., fire extinguisher, wheelchair tie downs, reflector kits, maintenance manuals, spare tires, etc.) shall be returned to the VCTC in good condition.

3.1.2.15. FARE DATA SYSTEM, FAREBOXES, SMARTCARD, APC, NEXTBUS AND DVR

All mechanisms must operate properly. Coin, transfer and dollar mechanisms must perform accurately. Farebox vaults, farebox probes, cabling and drop vaults must be in the same condition in which they were first provided.

All freestanding mobile data terminals and passenger interface devices, associated with the AVL, Smartcard, GFI, APC, and DVR must operate properly.

All data systems, servers and computers dedicated to storage and dissemination of the data for the Smartcard program, DVR, APC, GFI and/or AVL for the facility shall remain the property of VCTC and be returned in operating condition.