INVITATION
FOR
BID

505-15-BB0002

Contract For
Lot 1: 14-Passenger Body on Chassis (BOC) Vans
Lot 2: 15-Passenger Body on Chassis (BOC) Vans
Lot 3: 19-Passenger Body on Chassis (BOC) Vans
Lot 4: Modified Minivan with Wheelchair Ramp

SET-ASIDE FOR SMALL BUSINESSES –
Vans, Passenger (Regular and Handicapped Equipped)

Vendor Registration: In order to receive an award, the firm must be a registered vendor with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DRPT
Virginia Department of Rail and Public Transportation
The Smartest Distance Between Two Points

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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 East Main Street, Suite 2102
Richmond, Virginia 23219

INVITATION FOR BIDS (IFB) - TERM CONTRACT
SET-ASIDE FOR SMALL BUSINESSES – Vans, Passenger (Regular and Handicapped Equipped)

The purpose of this invitation is to solicit sealed bids whereby contract(s) may be established for furnishing the equipment, materials, supplies, and/or services described herein to authorized users, if and when ordered, during the contract period.

Sealed bids will be received in the Department's office at 600 East Main Street, Suite 2102 Reception Desk, Richmond, Virginia 23219 until the due date and hour shown below and then publicly opened. Failure to bid without explanation may remove your firm from the vendor registration list for that particular commodity.

Commodity:	**14-Passenger BOC, 15-Passenger BOC, 19-Passenger BOC Vans, and Modified Minivan with Wheelchair Ramp**	Issuance Date:	**October 10, 2014**
UNSPSPC CODE:	**25101505**	NIGP Commodity Code:	**07192**
Authorized Users:	**Entities within the Transportation Secretariat and Grantees of DRPT**	Bid Due Date:	**October 27, 2014, 4:00 pm**
Contract Period:	**One year**	Bid Opening Date:	**October 28, 2014, 11:00 am**
Purchase Officer:	**Sara Johnson-Ward**	Email:	**sara.johnson-ward@drpt.virginia.gov**

Important: See page 16 of the IFB (*eVA* Business-to-Government Website) (General Term 22)
Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this invitation for bid and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the bid price(s) indicated. I certify that I am authorized to sign this bid.

Company Name & Address

_____

_____

_____

_____

FIN or SS No.: _____

DMBE-certified Small Business No.:_____

Dun and Bradstreet No. (D-U-N-S®): _____

Prompt Payment Discount _____% _____days

Date _____

By _____
Signature in ink

Name _____
(Please Print)

Title _____

Telephone No. _____

FAX No.:_____

E-mail _____

BIDDERS ARE CAUTIONED THAT ANY RESULTING CONTRACT AWARDED WILL REQUIRE THAT THE BIDDER RESPOND TO PURCHASES MADE WHENEVER AND WHEREVER PLACED BY THOSE AUTHORIZED USERS HAVING REQUIREMENTS FOR THESE GOODS/SERVICES. ALL ITEMS SHALL BE F.O.B. DELIVERED TO ANY SUCH POINT WITHIN THE COMMONWEALTH OF VIRGINIA.

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INVITATION FOR BIDS

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A. **PURPOSE:** The purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract for the purchase of:

Lot 1: 14-Passenger Body On Chassis (BOC) Van
Lot 2: 15-Passenger BOC Van
Lot 3: 19-Passenger BOC Van
Lot 4: Modified Minivan with Wheelchair Ramp

for agencies/facilities within the Transportation Secretariat and grantees of the Virginia Department of Rail and Public Transportation ("DRPT"). The number of vehicles ordered from this contract is estimated at 10 of the 14-Passenger BOC Vans, 80 of the 15-Passenger BOC Vans, 30 of the 19-Passenger BOC Vans, and 35 of the Modified Minivans.

SET-ASIDE FOR SMALL BUSINESSES

This solicitation is set-aside for DMBE-certified small business participation only.

B. **SCOPE OF WORK:** It is the intent of this specification to describe the design requirements in Attachment C - Specifications and Attachment E – Pricing Schedule / Options for 14-Passenger BOC Vans, 15-Passenger BOC Vans, 19-Passenger BOC Vans, and Modified Minivans with Wheelchair Ramps**.** The vans must be rugged enough to withstand rigorous intensive daily transit service operations and provide maximum reliability and availability, with a minimum of maintenance and repair time. They shall exhibit maximum passenger appeal in appearance, comfort and safety, combined with excellence in reliability, operating characteristics, efficiency, and economy of operation. It shall have a minimum expected life of four years or 100,000 miles, whichever comes first, and is intended for the widest possible spectrum of adult passengers, elderly, and persons with disabilities. In addition, it shall meet all federal conditions of manufacturer/vendor under Attachment I as stated herein.

C. **BID PREPARATION AND SUBMISSION REQUIREMENTS:**

Proposed Procurement Schedule:

Issue Date of IFB	October 10, 2014
Deadline for receipt of Deviations	October 16, 2014
Deadline for receipt of Bids	October 27, 2014
Public Opening of Bids	October 28, 2014
Proposed Contract Award	November 10, 2014

(Proposed Procurement Schedule is subject to change)

1. **General Bid Submission Requirements:**

a. The competitive sealed bidding process will be used for this solicitation.

b. Although DRPT reserves the right at its option to request any Bidder to submit additional information that may be necessary to clarify the bid and to

submit any additional information which DRPT deems necessary in order to evaluate the Bidder's bid and determine responsiveness and responsibility, there will be no negotiation.

c. Only paper submissions will be accepted for this solicitation.

d. Failure to completely and accurately follow all of the instructions for the IFB process may result in rejection of the bid. Bids should be prepared simply and economically, providing a straightforward, concise description of capabilities. Failure to submit any of the required information may result in the bid being declared non-responsive.

e. If bidding a deviation from any of the specifications set forth in Attachment C – Specifications or Attachment E – Pricing Schedule/Options, the Bidder shall note and explain how the Bidder's respective product deviates from the specified product. **Deviations must be submitted to the address listed on page seven no later than October 16, 2014.** DRPT will review requested deviations and respond within five business days. Bids which contain unacceptable deviations may be rejected.

f. The Bidder may include terms and conditions which are sought to be included in addition to those set forth in Attachment A – Required General Terms and Conditions and Attachment B – Special Terms and Conditions, provided the Bidder's additional terms do not conflict with the terms and conditions or with any of the IFB requirements. If DRPT, in its sole discretion, determines that any of the Bidder's additional terms are in conflict with any of the IFB requirements, the Bidder may be required to immediately remove them from the bid. If the additional terms are not immediately removed, the entire bid may be rejected and determined to be nonresponsive.

g. Questions regarding specifications or other solicitation documents should be directed to Sara Johnson-Ward at sara.johnson-ward@drpt.virginia.gov. No questions will be answered by phone or verbally. All questions are due by October 20, 2014 and will be answered by an addendum no later than October 21, 2014. The addendum will be posted on the Virginia Business Opportunities (VBO) website. It is the responsibility of the Bidder to download the addendum to include with the bid.

2. **Submission of Bids:**

a. The sealed envelope containing the bid must be submitted on or before the bid due date and time specified on the IFB signature sheet which is page one of this solicitation.

b. The Bidder is required to submit the following items in order for their bid to be complete and accepted by DRPT. Failure to submit all information

requested may result in DRPT eliminating the bid from consideration, at DRPT's sole discretion.

i. The IFB signature sheet, signed, containing the name of the primary contact person for this bid, their address, e-mail, facsimile number, and telephone number.

ii. The completed bid including all specific items or data requested in the IFB, Attachment F – Vendor Data Sheet, Attachment H – State Corporation Commission (SCC) Form, Attachment I – Federal Conditions of Manufacturer/Vendor.

iii. All IFB addenda acknowledgements, if any, signed and filled out as required.

c. The Bidder shall submit their entire bid to DRPT in a sealed envelope as follows:

i. One complete original bid.
ii. Three copies of the complete original bid.
iii. One electronic copy on a cd.
iv. One redacted version on a cd (if including proprietary information)

Proprietary information must be clearly marked as proprietary prior to submittal. If the Bidder wishes to submit a version of the bid that has proprietary information redacted, the redacted version must be submitted in electronic format on a CD and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: "Redacted." The Bidder is responsible for ensuring that the redacted version of the bid is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

d. DRPT will not compensate the Bidder for the cost of bid preparation whether or not an award is made.

e. When submitting a paper response to a solicitation, the Bidder shall return the signed response in a sealed envelope. The envelope should be addressed and delivered to:

Sara Johnson-Ward
Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219

The envelope must also provide the following information: Name of Bidder; Street or Box Number, City, State, Zip Code; IFB Number; IFB Title; Close Date and Time.

f. No other unrequested correspondence or other bids should be placed in the envelope. It is the Bidder's responsibility to make certain responses are at the correct address when bids are due. Bids not at the specified location by or before the specified time and date of closing **WILL NOT** be accepted, even if they are elsewhere in the building. Bids received after the closing date and time will be rejected.

g. Faxed or electronic bids will not be accepted.

h. Ownership of all data, materials, and documentation originated and prepared for DRPT pursuant to the IFB shall belong exclusively to DRPT and be subject to public inspection in accordance with the Virginia Freedom of Information Act ("FOIA").

D. **BID EVALUATION**:

1. Each bid will be evaluated on the information provided to determine if the bid is responsive and responsible based on the mandatory requirements specified in the IFB.

2. Written or oral discussions from Bidders may be requested to clarify or amplify the material in the bid. Bidders must respond to any request for clarification from DRPT within the deadline specified by DRPT at the time of the request. Inability of DRPT to reach a Bidder for clarification and/or failure of a Bidder to respond within the time stated may result in rejection of the Bidder's bid.

3. Bids will be publicly opened and the names of the Bidders responding will be read and recorded at the date and time specified on the IFB signature page which is page one of this solicitation. Verbal or telephonic inquiries regarding the status of bids will not be accepted.

E. **METHOD OF AWARD:** Following the opening of the bids in accordance with the process above, an award will be made based on the lowest responsive and responsible bid excluding options. DRPT reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed, in the sole opinion of DRPT, to be in its best interest.

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ATTACHMENT A

REQUIRED GENERAL TERMS AND CONDITIONS

1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. DRPT and the Bidder are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Bidder shall comply with all applicable federal, state and local laws, rules and regulations.

3. **ANTI-DISCRIMINATION:** By submitting their bids, Bidders certify to DRPT that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act (ADA) and § 2.2-4311 of the *Virginia Public Procurement Act* (*VPPA*). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

   In every contract over $10,000 the provisions in A. and B. below apply:

   A. During the performance of this contract, the Bidder agrees as follows:

      1. The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, will state that such Bidder is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Bidder will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, the Bidders certify that they do not and will not during the performance of this contract knowingly employ an unauthorized alien worker as defined in the Federal Immigration Reform and Control Act of 1986.

6. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. **ANTITRUST:** By entering into a contract, the Bidder conveys, sells, assigns, and transfers to DRPT all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by DRPT under said contract.

8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR INVITATION FOR BID (IFB):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the IFB may be cause for rejection of the bid; however, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, DRPT may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

9. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. **PAYMENT:**

A. **To Prime Bidder**:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Bidder directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Bidders) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Bidder at the contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Bidders should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the Bidder, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Bidder may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. **To Subcontractors**:

1. A Bidder awarded a contract under this solicitation is hereby obligated:

a. To pay the subcontractor(s) within seven days of the Bidder's receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

b. To notify DRPT and the subcontractor(s), in writing, of the Bidder's intention to withhold payment and the reason.

2. The Bidder is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Bidder that remain unpaid seven days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Bidder performing under the primary contract. A Bidder's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

C. Each prime Bidder who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

D. The Commonwealth of Virginia encourages Bidders and subcontractors to accept electronic and credit card payments.

11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions from the *Vendors Manual*, applicable laws and courts, anti-discrimination, ethics in public contracting, Immigration Reform and Control Act of 1986, debarment status, antitrust, mandatory use of state form and terms and conditions, clarification of terms, and payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, which shall include the Federal Conditions of Manufacturer/Vendor – Attachment I, the Special Terms and Conditions and Attachment I shall apply.

12. **QUALIFICATIONS OF BIDDERS:** DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. DRPT further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy DRPT that such Bidder is properly qualified to

carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

13. **TESTING AND INSPECTION:** DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of DRPT.

15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

    A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

    B. DRPT may order changes within the general scope of the contract at any time by written notice to the Bidder. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Bidder shall comply with the notice upon receipt, unless the Bidder intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Bidder shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await DRPT's written decision affirming, modifying, or revoking the prior written notice. If DRPT decides to issue a notice that requires an adjustment to compensation, the Bidder shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:

        1. By mutual agreement between the parties in writing; or

        2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Bidder accounts for the number of units of work performed, subject to DRPT's right to audit the Bidder's records and/or to determine the correct number of units independently; or

        3. By ordering the Bidder to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Bidder shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Bidder as it deems necessary to

determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DRPT within 30 days from the date of receipt of the written order from DRPT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Bidder from promptly complying with the changes ordered by DRPT or with the performance of the contract generally.

16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, DRPT, after due oral or written notice, may procure them from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DRPT may have.

17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

18. **DELIVERY:** Vehicles shall be delivered to the various ordering entities throughout the State as required. The ordering entity will pay 60 cents per mile for mileage in excess of the distance from the dealer's location to 600 E. Main Street, Richmond, VA 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 600 E. Main Street. Mileage will be determined based on Yahoo.com (map, driving directions). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:00 A.M and 4:30 P.M. Monday through Friday, except holidays

19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract, as a result of this solicitation, DRPT will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

20. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Bidder, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **NONDISCRIMINATION OF BIDDERS:** A bidder shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder employs ex-offenders unless DRPT has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

    Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

    A. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
    (1) DMBE-certified Small Businesses: one percent, capped at $500 per order.

    For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

    The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

23. **AVAILIBILITY OF FUNDS:** It is understood and agreed that DRPT shall be bound only to the extent of the funds available or which may become available for the purpose of this agreement.

24. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, Bidders shall be deemed small business if and only if they are certified as such by DMBE on the due date for receipt of bids.

25. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Bidders shall state bid prices in U.S. dollars.

26. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** Pursuant to Federal Clause I.6 of this IFB, Access to Records and Reports, the Bidder shall retain all books, records, and other documents relative to this contract for a minimum of three years after final payment. After the three years expire, the Bidder shall retain all books, records, and other documents relative to this contract for a minimum of an additional two years, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

2. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase order with the eVA transaction fee specified below assessed for each order.

   A. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
      (1) DMBE-certified Small Businesses: one percent, capped at $500 per order.

   The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

   The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

   Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

3. **AWARD:** DRPT will make award(s) to the lowest responsive and responsible Bidder per line item on the basis of base price for vehicle excluding options. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. DRPT reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

5. **RENEWAL OF CONTRACT:** This contract may be renewed by DRPT for four successive one-year periods under the terms and conditions of the original contract. Written notice of DRPT's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

6. **CANCELLATION OF CONTRACT:** DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Bidder. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Bidder of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the Bidder's cost of materials not to exceed the increase in the following Producer's Price index: **Motor Vehicles Category WPS # 141302**. Price escalation may be permitted only at the end of the contract period and only where verified to the satisfaction of the purchasing office. However, across the board price decreases are subject to implementation at any time and shall be immediately given to DRPT. The Bidder shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Bidder shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Bidder's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to DRPT; and (2) verify the amount or percentage of increase which is being passed on to the Bidder by the Bidder's suppliers.

   DRPT will notify the using entities and Bidder in writing of the effective date of any increase which it approves. However, the Bidder shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. **The Bidder is further advised that decreases which affect the cost of materials are required to be communicated immediately to DRPT**.

8. **DELIVERY**: Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the Bidder. DRPT requires the Bidder to deliver within a reasonable time ARO. If the Bidder does not insert a stated delivery time in the blank below, the Bidder will be deemed to offer delivery in accordance with DRPT's desired delivery time as stated below:

   DRPT's desired delivered time: calendar days ARO **220**

BIDDER'S STATED DELIVERY TIME: CALENDAR DAYS ARO_____

9. **PRODUCT INFORMATION:** The Bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable DRPT to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

10. **TELEPHONE NUMBERS**: Please list the telephone number, fax number, e-mail, and the name of the responsible persons of your company who may be contacted regarding this contract. List sales and service office, addresses, and phone numbers:

    NAME OF CONTACT PERSON: _____

    TELEPHONE NUMBER: _____

    FAX NO.: _____

    E-MAIL: _____

11. **PAYMENT**: Payment for units purchased under this contract will be in accordance with the Virginia Prompt Payment Act and § 2.2-4352 of the *Virginia Public Procurement Act*. Payment will be made within 30 days following delivery of vehicle meeting specifications, or upon receipt of invoice, whichever occurs later. If the successful Bidder wants to assign payment on this contract to a third party, indicate here:

    Name: _____

    Address: _____

    Other: _____

12. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Bidder shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

13. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

14. **MAINTENANCE MANUALS:** The Bidder shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of DRPT. In the event that the Bidder desires to subcontract some part of the work

specified herein, the Bidder shall furnish DRPT with the names, qualifications and experience of their proposed subcontractors. The Bidder shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

16. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one-year following date of delivery. Should any defect be noted by the owner, DRPT will notify the Bidder of such defect or non-conformance. Notification will state either (1) that the Bidder shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Bidder is required to correct or replace, it shall be at no cost to DRPT and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Bidder fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Bidder the costs occasioned thereby or obtain an equitable adjustment in the contract price.

17. **PURCHASE VOLUME AND DOLLAR REPORT:** The Bidder shall provide to DRPT on a quarterly basis Attachment D – Purchase Volume and Dollar Report. This report shall reflect the vehicle orders placed against the contract for the respective quarter. The Bidder must remit the report within 15 days after the end of each quarterly reporting period.

18. **ADDITIONAL USERS:** This procurement is being conducted on behalf of all agencies/facilities within the Transportation Secretariat and grantees of DRPT who are listed on Attachment G – Agencies Funded by DRPT. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency and upon mutual agreement of the Bidder. Such modification shall name the specific entity added or deleted and the effective date. The Bidder shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

19. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, § 2.2-4311.2 subsection B, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the Attachment H - SCC Form provided. Bidder agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the Attachment H - SCC Form) is streamlined and not definitive, and DRPT's use and acceptance of such form, or its acceptance of the Bidder's statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Bidder as demonstrating compliance.

20. **TERM:** The initial term contract period will be for one year from date of award. All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed or services delivered.

21. **PROMOTIONAL DISCOUNTS:** For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Agreement, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Director, DRPT shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Agreement.

22. **EXTRA CHARGES NOT ALLOWED:** Pricing for all Equipment covered under warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed.

23. **FINAL INSPECTION:** At the conclusion of work, for any Equipment being returned as a furnish and install upon return of Equipment under Warranty/Maintenance from manufacturer or depot service, repair or replacement, Contractor shall demonstrate to the Authorized User's representative that the Equipment or work is fully operational and in compliance with OEM or contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final Acceptance of the Equipment or the work by an Authorized User.

24. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the DRPT Contracting Officer or the Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

25. **MAINTENANCE MANUALS:** As necessary in the performance of equipment under this Agreement, or as otherwise appropriate, Contractor shall provide with each piece of Equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

26. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By their signature on this solicitation, Bidders certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

27. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

28. **CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS:** The Commonwealth or any Authorized User using the Contract shall grant to Contractor personnel such access to their location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Authorized User location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement, and subject to any remedies the Commonwealth or any Authorized User is entitled to thereby.

29. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions; excluding the Participating Addendum as required for as stipulated under the section herein entitled "Use Of Agreement By Third Parties." Notwithstanding the aforementioned, any documents signed by persons other than the Director, DRPT or their authorized designee shall have no validity or effect upon the Contract.

30. **LOBBYING AND INTEGRITY:** Bidders are cautioned that communications with individuals other that the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Bidder shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

    Upon request of the Commonwealth of Virginia's, Department of General Services, the Bidder shall provide any type of information the Agency deems relevant to the Bidder's integrity or responsibility to provide the services or goods, described herein when state appropriated funds have been paid or will be paid.

31. **ORDERS:** Authorized Users may order Goods and/or Services from this Contract by any of the following methods:

    A. eVA: An eVA order will be issued by an ordering entity of the Commonwealth or any Authorized User through the Commonwealth's electronic procurement website portal http://www.eva.virginia.gov.

    B. Purchase Order (PO): An official PO form issued by an Authorized User.

    C. Charge Card:

        1. Any order/payment transaction processed through the Commonwealth's contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed $5,000, or any then-current authorized charge card limit.

        2. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User.

    This ordering authority is solely limited to issuing orders for Goods and/or Services available under this Agreement.

32. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, § 2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

33. **USE OF AGREEMENT BY THIRD PARTIES:** In accordance with *Code of Virginia* § 2.2-4304, entitled "Cooperative procurement" and § 2.2-1120 (c), the intent of this Agreement is to allow for such cooperative procurement to the maximum extent possible. Accordingly, organizations that provide transportation services in Virginia and receive funding from the Federal Transit Administration or the Commonwealth Transportation Fund are authorized to purchase directly from contracts established for state agencies and public bodies by the DRPT may access and use this Agreement, if agreeable to Contractor and in accordance with the Ordering provisions governing this Agreement, together with all other Contract terms and conditions herein.

    Participation in this cooperative procurement by the Authorized Users is voluntary. If agreed to by Contractor, this Agreement may be used by the entities stated above to procure

goods and/or services in accordance with Attachment E, entitled Pricing Schedule/Options, attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Department of Rail and Public Transportation (DRPT) in writing by providing DRPT a Contract Sales and Usage report for any entity placing an order(s) to use this Agreement.

This is a master agreement and no modification of the Agreement is required for an Authorized User to participate.

Authorized Users will place their own Orders directly with the Contractor and will fully and independently administer their use of this Agreement to include contractual disputes, and invoicing and payments, without direct administration from DRPT. Neither the Commonwealth nor DRPT shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Agreement.

Contractor hereby certifies and warrants that neither the Commonwealth nor DRPT are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Agreement, no matter the circumstances.

The use of the Agreement does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

34. **AUTHORIZED REPRESENTATIVES:** This Contract may be modified in accordance with § 2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA	**CONTRACTOR**
Sara Johnson-Ward,	_____
Procurement Officer	_____
600 E. Main Street,	_____
Suite 2102	Tel.: _____
Richmond, VA 23219	Fax: _____
Tel.: 804-225-3745	Email: _____
Fax: 804-225-3664	
Email: Sara.Johnson-Ward@ drpt.virginia.gov	

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

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ATTACHMENT C

Commonwealth of Virginia
Department of Rail and Public Transportation

Invitation For Bid

14-Passenger BOC (20 ft. Wide Body) – Chevrolet
12 Ambulatory, One Wheelchair & Driver

Specifications

This specification is for 2015 model passenger BOC wheelchair lift vans. The specifications are written to meet the needs of all agencies/facilities within the Transportation Secretariat and grantees of DRPT who are listed on Attachment G – Agencies Funded by DRPT.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to insure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in 49 C.F.R. pt. 38, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Chevrolet 14-passenger (including driver) wide body vertical sidewall van with wheelchair lift as follows:

Engine: Chevrolet engine, Gasoline to be a minimum of six liters

Gross Vehicle Weight (GVW): To be not less than 12,300 lbs.

Wheelbase: Minimum of 139”
Overall Vehicle Length: Maximum of 22’
(Bumper to Bumper)

Overall Exterior Width: Minimum of 96”

Exterior Height: Minimum of 114”

Ground to First Step: 12” +/- .5”

Tread Depth: Minimum of 9”

Step Riser: Maximum of 9”

Interior Width at Seat Level: Minimum 92”

Interior Height Standard Floor: Minimum 78” at center aisle
Usable Floor Length: Minimum of 148” (curbside) and 148” (streetside)

Ambulatory Door and Step Well: Manually operated double outward opening transit door design, with an opening of 32” W x 79” H. The door control shall be a “pistol” style device with an over-center positive lock design. Door frames to be extruded anodized aluminum. All attaching hardware to be zinc plated or stainless steel. Ambulatory step well shall be comparable to door width and shall have a minimum of three steps including the floor surface as one step. Step well frame to be properly coated with a corrosion preventing paint similar to zinc phosphate that provides a minimum 2,000 hour rating when tested to ASTM B117. The exterior bottom and sides of the step well shall also be fully undercoated.

Wheelchair Lift Doors: Double Leaf Design with opening of 69” H x 46” W. There will be a 36” H x 12.0” W fixed glass in each door leaf. Single wheelchair lift doors are unacceptable. The doors shall be secured so as not to interfere with the operation of the wheelchair lift. The doors shall be key locked doors. Also, both doors shall have a latching device, i.e. one door will not be held closed by the other door. Both doors to include rods that secure the door at the top and bottom of the frame. Exterior handles shall be included on both doors that pivot the latching rods up and down to secure or release the door. Wheelchair lift doors shall include a top mounted, steel check style, zinc plated door hold open device with 20 pound springs mounted to the interior of the door and the top of the door frame, to hold doors open (gas struts or shocks are not acceptable).

Rear Door: Minimum clear opening of 32” W x 54” H with upper and lower windows. The rear door shall include a spring type device to hold door open (gas struts, shocks or t-handle tie-backs are unacceptable). A Fresnel lens (minimum 8" H x 10" W) shall be centered and installed/glued on the upper or lower window in the rear door

Vehicle Body: The vehicle shall be of a vertical sidewall design, which provides maximum shoulder room; slanted sidewalls such as a converted raised roof van are unacceptable. The body frame shall be constructed of jig welded steel. The floor, side and rear walls and roof shall be welded together to form a monocoque (body and frame are integrated) type design to provide maximum passenger protection. Roof construction shall consist of formed hat posts with caps welded to steel tubing and having dual front to rear 11 gauge steel reinforcing straps. Floor construction shall consist of 14 gauge "G" formed cross members with a combination of steel hat posts and C channel running longitudinally forming a ladder type frame. Each side of the floor shall have 3/16" structural angle welded to each cross member adding strength at floor level. 12 gauge HSLA steel seat track shall be welded to the hat posts on each side. Side and rear wall construction shall consist of a combination of roll formed steel and steel tubing with steel tube crossbars between each window, upper and lower to increase strength. Sidewalls shall also have a 12 gauge High Strength Low Alloy steel roll formed seat track welded to each vertical member for additional strength and crash protection. Rear walls shall have horizontally welded 11 gauge steel added for additional strength. Side and rear walls shall be welded to steel tubing, upper and lower to provide flat surfaces to enable welding to the roof and floor frames. Wheel wells shall be constructed of welded 14 gauge steel. Exterior seams shall be constructed in such a manner that they shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking or adhesive tape alone. All exterior joints and seams shall be protected by the application of caulking compound zinc chromate type, or butyl/rubber type. Body shall be thoroughly tested and made tight to prevent leakage. After all body components are installed, an aluminum trim secured by body fasteners will be placed over body seams to assure the body is weather proof. Before assembling, all metal parts shall be given a thorough anti-corrosion treatment. Interior surfaces of body panels and post, which are covered by trim materials, shall be given protection against corrosion. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) #220 as applicable.

Front Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

Suspension: The suspension system shall be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

Automatic Transmission: Shall be a five-speed electronic transmission with overdrive and must be compatible with the engine specified. The transmission shall be equipped with an

auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

Drive Shaft: Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

Exhaust System: Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit to the street side away from the wheelchair door.

Fuel Tank: To be a minimum of 33 gallons.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS-121 or FMVSS-105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15 percent incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering and equipped with a tilt steering wheel.

Tires and Wheels: Tires shall be the manufacturer's standard LT225/75R 16E tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. One matching spare tire and wheel per vehicle is required loaded loose in the vehicle. Wheels shall be manufacturer's standard, painted white.

Electrical Alternator: Shall be a minimum 145 AMP.

Battery: Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1150 CCA.

Wiring: Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification.

Wiring Schematics: The successful vendor shall provide complete **AS BUILT** wiring schematics for all wiring added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Parts Manuals: The successful vendor shall provide complete **AS BUILT** parts schematics for all items, including body panels, added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Exterior Armored Clearance Lights: Five amber fronts and five reds at rear. All clearance lights shall be armored or recessed.

Interior Access Door: An access door on the front bulkhead or over driver seat shall be provided to allow access to the marker lights. Minimum dimensions 10" H x 40" W.

Reflectors: Four reds at rear and two amber at front.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit from that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake application. Control switch shall be self-concealing type mounted on the steering column. Emergency flashers shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light shall be mounted above the center of the rear window.

Interior Dome Lights: Shall be ceiling or side ceiling transition panel mounted. There shall be a minimum of six interior dome lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded step well lights, wired to light when the door opens. The step well lights shall be located to prevent one step from casting a shadow on another step tread. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

Lighting: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare on the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or a molded housing underneath the windshield trim within easy reach of the driver. The control panel will include a wiring quick disconnect (pull apart)

feature to aid in engine cover removal. The requirement for a quick disconnect feature is applicable if an engine cover mount is utilized.

Heater: Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

Rear Heater: A heater to be a minimum of 40,000 BTU/hour capacities and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible location in order to permit the water circulation to the heaters to be shut off during hot weather.

Windshield Wipers/Washers: To be manufacturer's standard for the vehicle involved. A four-position switch having **Off, Intermittent, Low** and **High** positions shall control wipers.

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

Mirrors: Two Rosco Accustyle brand exterior rear view mirrors shall be provided, one at the driver's left side, and one opposite on the right side. Mounting brackets to include a driver's side wing mount and a passenger side fender mount quad design. The 2-in-1 mirror head will include a 6.75" W x 9.75" H upper flat glass and a lower convex measuring 6" W x 3.5" H. One interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be DuPont Clear Coat. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be reproduced with direct contact 3M seven-year vinyl or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment.

Interior Colors: Shall be chosen from the manufacturer's standard colors.

Floor Deck: Minimum ¾" plywood installed over the floor steel structure. The plywood shall be attached to the floor structure utilizing structural adhesive or grade five bolts.

Floor Covering: Shall be RCA transit quality rubber or Gerflor Sirius NT PVC flooring or pre-approved equal. Carpeted floors are unacceptable for this application. The floor covering shall be color keyed providing a visual contrast to the interior. The minimum choices for the floor color shall include black, tan, charcoal and blue. A white standee line shall be included at the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24" x 24", shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle.

Insulation: The roof, sides and rear doors including front and rear cab area, to be insulated and lined. Areas between the inner and outer vertical wall and roof shall be insulated with a fiberglass or expanded polystyrene insulation with an R factor of 6.

Windows: Transit type top "T" slider windows with AS3 tempered safety glass shall be installed in each side of the passenger compartment. Each window shall be a minimum of 36" x 36" with the exception of any required "filler" windows which may be 24" W x 36" H. Each window shall include a ventilation section providing ventilation for the passengers. Window(s) on each side of the bus shall function as an emergency exit in accordance with FMVSS #217. A curbside transition window to be located in front of the entry door and shall provide maximum viewing for the operator.

Interior: All interior panels, materials and treatments shall be flame retardant meeting the requirements of FMVSS 302. The headliner, side-walls and cab liner shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning.

Undercoating: The underbody, including wheel housings, shall be undercoated except those areas directly above the chassis exhaust pipe, muffler and tailpipe. Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft. Undercoating to meet MIL Spec C-62218A.

Mud Deflectors: Mud flaps shall be provided mounted to both front and rear wheel wells.

Seating: To have seating capacity of 14 adults including the driver and one passenger in a wheelchair. The stationary seats for 12 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum seat spacing will be 30 inches. All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS standards, including 207, 208, 209, 210, 225 and 302.

All seating to be secured to tracking in the floor and side wall. The sidewall seat track to be welded or bolted to each vertical sidewall structure.

Seat Covering: Standard cloth or vinyl seat coverings (or a combination of the two) shall be provided. Minimum color selections should include gray, blue, maroon and tan or brown. Pricing for level three seat covering to be included in bid price.

Floor Plan: All bidders shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Offers submitted without a floor plan as described above will be deemed non- responsive.

Driver's Seat: Driver's seat to be a Freedman Shield high back recliner with right side "Shield" arm rest and adjustable lumbar. Pricing for level three seat covering to be included. The driver's seat shall also have a fore and aft adjustment.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM and include a chrome finish. The rear bumper to be wrapped around style constructed of 10 gauge steel, powder coated black. The bumper brackets are to be bolted to the chassis frame.

Rear bumper to include an anti-ride feature. The anti ride device shall include a built-in step at the rear door. The step shall include a non-slip, textured surface.

Towing Devices: There shall be two attachment points at the rear. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

Air Conditioning: Air conditioning shall be Trans Air model TA-712 Super, or approved equal.

The air conditioning system shall consist of two completely independent air conditioning systems (minimum of 55,000 BTU). The drivers area air conditioning system shall be the OEM supplied air conditioning system and shall consist of the OEM supplied in-dash evaporator; the radiator mounted condenser, and compressor. The passenger air conditioning system shall consist of the following.

Compressor: A second compressor shall be installed on the vehicle engine which is specific to the passenger area air conditioning system. The compressor shall be nominal 10 cubic inch displacement.

Evaporator: Trans Air model TA-71 or approved equal.

Condenser: Trans Air model SMC2S or approved equal.

Fast Idle / Interlock: Intermotive or In-Power Advanced Fast Idle / Interlock System. The vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is

applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by the Department of Rail and Public Transportation) so as not to interfere with the driver or passengers.

16 unit Virginia Van First Aid kit, which includes the following:

- (1) AN-101: 1" x 3" Fabric bandages, 16/bx
- (2) AN-146: 1" x 3" Adhesive plastic bandages, 16/bx
- (1) AN-205: 32' square Absorbent gauze compress, 1/bx
- (1) AN-266: 3" Compress bandage, off center, 2/bx
- (1) AN-5071: Triangular sling/bandage, 1/bx
- (1) AN-206: 3" x 3" Gauze dressing pads, 4/bx
- (1) AN-337: Antiseptic cleansing wipes (sting free), 10/bx
- (1) A-338: Povidone-iodine infection control wipes, 10/bx
- (1) AN-5111: ½" x 2.5 yd. Adhesive tape, 2/bx
- (1) AN-5112: Exam quality gloves, 2pr/bx
- (1) AN-404: Burn relief packs, 6/bx
- (1)B-503: 4" x 5" Instant cold compress, 1/bx
- (1) B-717: two Sterile eye pads, 1 oz. eye wash, ½" x 5 yd. first aid tape roll, 1/bx
- (1) BK-009-40: 40 pg. *First Aid Guide* booklet

Fire extinguisher, five pound ABC type
Warning triangles, reflective type - three units
OSHA approved Body Fluid Clean Up Kit

Radio: To be an AM/FM/CD stereo radio with a digital clock feature and a minimum of four speakers.

Wheelchair Lift: A wheelchair lift shall be included on the curbside rear of the bus at the wheelchair lift door. A Braun Century Model NCL919FIB-2 or approved equal, shall be installed and conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (b) Vehicle lift - pages 45757 - 45758. The lift assembly shall safely accommodate a static load of 800 pounds. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacture as being adequate for the maximum load requirement. Lift shall be equipped with a manual over-ride to permit lift to be raised or lowered manually in event of power failure or emergency. A passenger handrail shall be provided on both sides of lift platform. A complete set of maintenance schedules and operating instructions, schematics and a trouble-shooting guide shall be included with each lift.

Securement Devices: There shall be one wheelchair tie down space (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet 30/20 Impact Test Criteria per SAE J2249 Standard. The wheelchair securement devices shall conform to the specifications

as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (d) Securement devices - page 45759. Acceptable kits are Sure-Lok Series AL727S-4C including AL700842 lap belt, FE2004732 shoulder belt and Sure-Lok Titan retractors or pre-approved equal.

A storage container shall be provided at the securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided. (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)

Stanchion Bar: Stanchion and grab bars shall be of corrosion resistant stainless steel or equivalent, a minimum of 1-1/4" in diameter and padded. Vertical and horizontal stanchion and grab bars must be padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Stanchion shall be mounted, floor to ceiling in structural members. Location to be approved by DRPT. Anti-vandal grab handles shall be located on top of each forward facing aisle seat. A passenger assist grab bar shall be securely mounted on both sides of the entrance door running parallel to the steps for ADA compliance. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be floor to ceiling stanchions on either side of the aisle at the entry to the passenger compartment. Both vertical stanchions shall include a horizontal cross bar that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well.

Doors, Steps and Thresholds: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.25 Doors, steps and thresholds.

Priority Seating Signs: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.

Interior Circulation, Handrails and Stanchions: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.29 Interior circulation, handrails and stanchions.

Front End Alignment: Final front-end alignment before delivery. Printed before and after readings to be included, with final alignment within OEM specifications. .

License Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

International Organization for Standardization 9001:2008: All Bidders will be required to submit an ISO 9001:2008 supplier's certification for the bus body manufacturer. Proof of certification shall accompany bid. Bids received without certification will be deemed non-responsive. ISO 9001:2008 has been implemented to insure suppliers conform to strict standards regarding the manufacturer's Quality Management System. The manufacturer's ISO 9001:2008 certification insures compliance with the customer's quality requirements and applicable

regulatory requirements while enhancing customer satisfaction and achieving continual improvement of its performance in pursuit of these objectives.

Maintenance Provisions: A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of 12 months of 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The structural body warranty to be a minimum of five years or 75,000 miles, whichever occurs first. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts, and service inquiries Monday Through Friday, 8 A.M. to 5 P.M., except during holidays recognized by the Commonwealth of Virginia. **The vendor shall respond to warranty, parts, and service inquiries and offer a reasonable initial plan to address such inquiries within 24 hours of call receipt or the next business day, whichever is later, via phone or email.** All Bidders must offer proof of both chassis and body warranty (including bus body, air conditioning and wheelchair lifts) service points within the Commonwealth of Virginia. All Bidders shall be required to submit documentation providing the names of the vendors. Successful vendor shall be required to maintain service facilities in Central / Southwest Virginia, Tidewater and Northern Virginia.

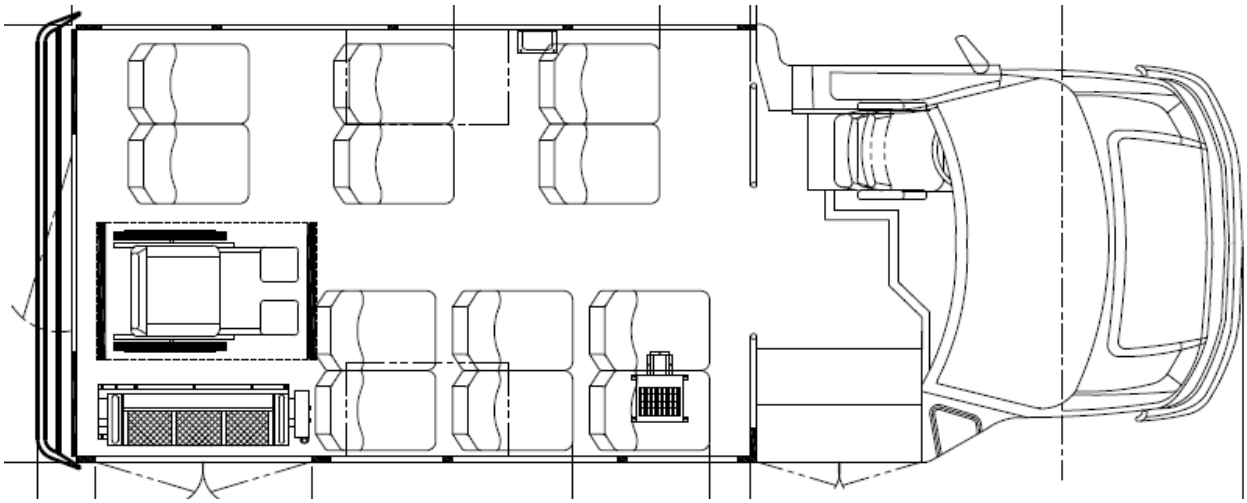
The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.1, Chapter 4, and Article 9 of the *Code of Virginia* and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

Prior to delivery the vendor must perform new vehicle service preparation. The vendor shall provide the DRPT staff five working days notices prior to delivery to inspect the vehicles. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be during normal business hours, i.e. 8 A.M. - 5 P.M., Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.

Dealer Requirements: All Bidders are required to be licensed Virginia Motor Vehicle Dealers as established in Title 46.2 of the *Code of Virginia*. Requirements include but are not limited to a minimum of 250 sq. ft. of office space in a permanent enclosed building, not used as a residence, devoted exclusively to the dealership. Dealership must also include contiguous space designated for the exclusive use of the dealer adequate to display at least 10 vehicles. The facility must include a desk, chairs, filing space, a working telephone listed in the name of the dealership and working utilities. **Dealers shall include copy of certification with bid.**

Federal conditions of Manufacturer/Vendor: The attached Federal Conditions of Manufacturer/Vendor (Attachment I) must be completed with bid package.

SEATING CHART



NOTE: Rear door to be provided as specified

Commonwealth of Virginia
Department of Rail and Public Transportation

Invitation For Bid

15-Passenger BOC (22 ft. Wide Body) – Chevrolet
12 Ambulatory, Two Wheelchairs & Driver

Specifications

This specification is for 2015 model passenger BOC wheelchair lift vans. The specifications are written to meet the needs of all agencies/facilities within the Transportation Secretariat and grantees of DRPT who are listed on Attachment G – Agencies Funded by DRPT.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the Bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to insure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in 49 C.F.R. pt. 38, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Chevrolet 15-passenger (including driver) wide body vertical sidewall van with wheelchair lift as follows:

Engine: Chevrolet engine, Gasoline to be a minimum of six liters

Gross Vehicle Weight (GVW): To be not less than 14,200 lbs.

Wheelbase: Minimum of 159”

Overall Vehicle Length: (Bumper to Bumper) Minimum of 23’

Overall Exterior Width: Minimum of 96”

Exterior Height: Minimum of 114”

Ground to First Step: 12” +/- .5”

Tread Depth: Minimum of 9”

Step Riser: Maximum of 9”

Interior Width at Seat Level: Minimum 92”

Interior Height Standard Floor: Minimum 78” at center aisle
Usable Floor Length: Minimum of 166” (curbside) and 166” (streetside)

Ambulatory Door and Step Well: Manually operated double outward opening transit door design, with an opening of 32” W x 79” H. The door control shall be a “pistol” style device with an over-center positive lock design. Door frames to be extruded anodized aluminum. All attaching hardware to be zinc plated or stainless steel. Ambulatory step well shall be comparable to door width and shall have a minimum of three steps including the floor surface as one step. Step well frame to be properly coated with a corrosion preventing paint similar to zinc phosphate that provides a minimum 2,000 hour rating when tested to ASTM B117. The exterior bottom and sides of the step well shall also be fully undercoated.

Wheelchair Lift Doors: Double Leaf Design with opening of 69” H x 46” W. There will be a 36” H X 12.0” W fixed glass in each door leaf. Single wheelchair lift doors are unacceptable. The doors shall be secured so as not to interfere with the operation of the wheelchair lift. The doors shall be key locked doors. Also, both doors shall have a latching device, i.e. one door will not be held closed by the other door. Both doors to include rods that secure the door at the top and bottom of the frame. Exterior handles shall be included on both doors that pivot the latching rods up and down to secure or release the door. Wheelchair lift doors shall include a top mounted, steel check style, zinc plated door hold open device with 20 pound springs mounted to the interior of the door and the top of the door frame, to hold doors open (gas struts or shocks are not acceptable).

Rear Door: Minimum clear opening of 32” W x 54” H with upper and lower windows. The rear door shall include a spring type device to hold door open (gas struts, shocks or t-handle tie-backs are unacceptable). A Fresnel lens (minimum 8” H x 10” W) shall be centered and installed/glued on the upper or lower window in the rear door.

Vehicle Body: The vehicle shall be of a vertical sidewall design, which provides maximum shoulder room; slanted sidewalls such as a converted raised roof van are unacceptable. The body frame shall be constructed of jig welded steel. The floor, side and rear walls and roof shall be welded together to form a monocoque (body and frame are integrated) t-type design to provide maximum passenger protection. Roof construction shall consist of formed hat posts with caps welded to steel tubing and having dual front to rear 11 gauge steel reinforcing straps. Floor construction shall consist of 14 gauge "G" formed cross members with a combination of steel hat posts and C channel running longitudinally forming a ladder type frame. Each side of the floor shall have 3/16" structural angle welded to each cross member adding strength at floor level. 12 gauge HSLA steel seat track shall be welded to the hat posts on each side. Side and rear wall construction shall consist of a combination of roll formed steel and steel tubing with steel tube crossbars between each window, upper and lower to increase strength. Sidewalls shall also have a 12 gauge High Strength Low Alloy steel roll formed seat track welded to each vertical member for additional strength and crash protection. Rear walls shall have horizontally welded 11 gauge steel added for additional strength. Side and rear walls shall be welded to steel tubing, upper and lower to provide flat surfaces to enable welding to the roof and floor frames. Wheel wells shall be constructed of welded 14 gauge steel. Exterior seams shall be constructed in such a manner that they shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking or adhesive tape alone. All exterior joints and seams shall be protected by the application of caulking compound zinc chromate type, or butyl/rubber type. Body shall be thoroughly tested and made tight to prevent leakage. After all body components are installed, an aluminum trim secured by body fasteners will be placed over body seams to assure the body is weather proof. Before assembling, all metal parts shall be given a thorough anti-corrosion treatment. Interior surfaces of body panels and post, which are covered by trim materials, shall be given protection against corrosion. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) #220 as applicable.

Front Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

Suspension: The suspension system shall be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

Automatic Transmission: Shall be a five-speed electronic transmission with overdrive and must be compatible with the engine specified. The transmission shall be equipped with an auxiliary

transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

Drive Shaft: Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

Exhaust System: Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit to the street side away from the wheelchair door.

Fuel Tank: To be a minimum of 55 gallons.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS-121 or FMVSS-105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15 percent incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering and equipped with a tilt steering wheel.

Tires and Wheels: Tires shall be the manufacturer's standard LT225/75R 16E tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. One matching spare tire and wheel per vehicle is required loaded loose in the vehicle. Wheels shall be manufacturer's standard, painted white.

Electrical Alternator: Shall be a minimum 145 AMP.

Battery: Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1150 CCA.

Wiring: Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification.

Wiring Schematics: The successful vendor shall provide complete **AS BUILT** wiring schematics for all wiring added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Parts Manuals: The successful vendor shall provide complete **AS BUILT** parts schematics for all items, including body panels, added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Exterior Armored Clearance Lights: Five amber fronts and five reds at rear. All clearance lights shall be armored or recessed.

Interior Access Door: An access door on the front bulkhead or over driver seat shall be provided to allow access to the marker lights. Minimum dimensions 10" H x 40" W.

Reflectors: Four reds at rear and two amber at front.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit at that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake application. Control switch shall be self-concealing type mounted on the steering column. Emergency flashers shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light shall be mounted above the center of the rear window.

Interior Dome Lights: Shall be ceiling or side ceiling transition panel mounted. There shall be a minimum of six interior dome lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded step well lights, wired to light when the door opens. The step well lights shall be located to prevent one step from casting a shadow on another step tread. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

Lighting: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare on the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or a molded housing underneath the windshield trim within easy reach of the driver. The control panel will include a wiring quick disconnect (pull apart)

feature to aid in engine cover removal. The requirement for a quick disconnect feature is applicable if an engine cover mount is utilized.

Heater: Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

Rear Heater: A heater to be a minimum of 40,000 BTU/hour capacities and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible location in order to permit the water circulation to the heaters to be shut off during hot weather.

Windshield Wipers/Washers: To be manufacturer's standard for the vehicle involved. A four-position switch having **Off, Intermittent, Low and High** positions shall control wipers.

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

Mirrors: Two Rosco Accustyle brand exterior rear view mirrors shall be provided, one at the driver's left side, and one opposite on the right side. Mounting brackets to include a driver's side wing mount and a passenger side fender mount quad design. The 2-in-1 mirror head will include a 6.75" W x 9.75" H upper flat glass and a lower convex measuring 6" W x 3.5" H. One interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be DuPont Clear Coat. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be reproduced with direct contact 3M seven-year vinyl or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment.

Interior Colors: Shall be chosen from the manufacturer's standard colors.

Floor Deck: Minimum ¾" plywood installed over the floor steel structure. The plywood shall be attached to the floor structure utilizing structural adhesive or grade five bolts.

Floor Covering: Shall be RCA Rubber Company transit quality rubber or Gerflor Sirius NT PVC flooring or pre-approved equal. Carpeted floors are unacceptable for this application. The floor covering shall be color keyed providing a visual contrast to the interior. The minimum choices for the floor color shall include black, tan, charcoal and blue. A white standee line shall be included at the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24" x 24", shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle.

Insulation: The roof, sides and rear doors including front and rear cab area, to be insulated and lined. Areas between the inner and outer vertical wall and roof shall be insulated with a fiberglass or expanded polystyrene insulation with an R factor of 6.

Windows: Transit type top "T" slider windows with AS3 tempered safety glass shall be installed in each side of the passenger compartment. Each window shall be a minimum of 36" x 36" with the exception of any required "filler" windows which may be 24" W x 36" H. Each window shall include a ventilation section providing ventilation for the passengers. Window on each side of the bus shall function as an emergency exit in accordance with FMVSS #217. A curbside transition window to be located in front of the entry door and shall provide maximum viewing for the operator.

Interior: All interior panels, materials and treatments shall be flame retardant meeting the requirements of FMVSS 302. The headliner, side-walls and cab liner shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning.

Undercoating: The underbody, including wheel housings, shall be undercoated except those areas directly above the chassis exhaust pipe, muffler and tailpipe. Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft. Undercoating to meet MIL Spec C-62218A.

Mud Deflectors: Mud flaps shall be provided mounted to both front and rear wheel wells.

Seating: To have seating capacity of 15 adults including the driver and two passengers in wheelchairs. The stationary seats for 12 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum seat spacing will be 33". All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS standards, including 207, 208, 209, 210, 225 and 302.

All seating to be secured to tracking in the floor and side wall. The sidewall seat track to be welded or bolted to each vertical sidewall structure.

Seat Covering: Standard cloth or vinyl seat coverings (or a combination of the two) shall be provided. Minimum color selections should include gray, blue, maroon and tan or brown. Pricing for level three seat covering to be included in bid price.

Floor Plan: All Bidders shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Offers submitted without a floor plan as described above will be deemed non- responsive.

Driver's Seat: Driver's seat to be a Freedman Shield high back recliner with right side "Shield" arm rest and adjustable lumbar. Pricing for level three seat covering to be included. The driver's seat shall also have a fore and aft adjustment.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM and include a chrome finish. The rear bumper to be wrapp around style constructed of 10 gauge steel, powder coated black. The bumper brackets are to be bolted to the chassis frame. Rear bumper to include an anti-ride feature. The anti ride device shall include a built-in step at the rear door. The step shall include a non-slip, textured surface.

Towing Devices: There shall be two attachment points at the rear. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

Air Conditioning: Air conditioning shall be Trans Air model TA-712 Super, or approved equal.

The air conditioning system shall consist of two completely independent air conditioning systems (minimum of 55,000 BTU). The drivers area air conditioning system shall be the OEM supplied air conditioning system and shall consist of the OEM supplied in-dash evaporator; the radiator mounted condenser, and compressor. The passenger air conditioning system shall consist of the following.

Compressor: A second compressor shall be installed on the vehicle engine which is specific to the passenger area air conditioning system. The compressor shall be nominal 10 cubic inch displacement.

Evaporator: Trans Air model TA-71 or approved equal.

Condenser: Trans Air model SMC2S or approved equal.

Fast Idle / Interlock: Intermotive or In-Power Advanced Fast Idle / Interlock System. The vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by DRPT) so as not to interfere with the driver or passengers.

16 unit Virginia Van First Aid kit, which includes the following:

- (1) AN-101: 1" x 3" Fabric bandages, 16/bx
- (2) AN-146: 1" x 3" Adhesive plastic bandages, 16/bx
- (1) AN-205: 32" square Absorbent gauze compress, 1/bx
- (1) AN-266: 3" Compress bandage, off center, 2/bx
- (1) AN-5071: Triangular sling/bandage, 1/bx
- (1) AN-206: 3" x 3" Gauze dressing pads, 4/bx
- (1) AN-337: Antiseptic cleansing wipes (sting free), 10/bx
- (1) A-338: Povidone-iodine infection control wipes, 10/bx
- (1) AN-5111: ½" x 2.5 yd. Adhesive tape, 2/bx
- (1) AN-5112: Exam quality gloves, 2pr/bx
- (1) AN-404: Burn relief packs, 6/bx
- (1)B-503: 4" x 5" Instant cold compress, 1/bx
- (1) B-717: two Sterile eye pads, 1 oz. eye wash, ½" x 5 yd. first aid tape roll, 1/bx
- (1) BK-009-40: 40 pg. *First Aid Guide* booklet

Fire extinguisher, five pound. ABC type
Warning triangles, reflective type - three units
OSHA approved Body Fluid Clean Up Kit

Radio: To be an AM/FM/CD stereo radio with a digital clock feature and a minimum of four speakers.

Wheelchair Lift: A wheelchair lift shall be included on the curbside rear of the bus at the wheelchair lift door. A Braun Century Model NCL919FIB-2 or approved equal, shall be installed and conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (b) Vehicle lift - pages 45757 - 45758. The lift assembly shall safely accommodate a static load of 800 pounds. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacture as being adequate for the maximum load requirement. Lift shall be equipped with a manual over-ride to permit lift to be raised or lowered manually in event of power failure or emergency. A passenger handrail shall be provided on both sides of lift platform. A complete set of maintenance schedules and operating instructions, schematics and a trouble-shooting guide shall be included with each lift.

Securement Devices: There shall be two wheelchair tie down spaces (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet 30/20 Impact Test Criteria per SAE J2249 Standard. The wheelchair securement devices shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (d) Securement devices - page 45759. Acceptable kits are Sure-Lok Series AL727S-4C including AL700842 lap belt, FE2004732 shoulder belt and Sure-Lok Titan retractors or pre-approved equal.

A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided. (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)

Stanchion Bar: Stanchion and grab bars shall be of corrosion resistant stainless steel or equivalent, a minimum of 1 1/4" in diameter. Vertical and horizontal stanchion and and grab bars must be padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Stanchion shall be mounted, floor to ceiling in structural members. Location to be approved by DRPT. Anti-vandal grab handles shall be located on top of each forward facing aisle seat. A passenger assist grab bar shall be securely mounted on both sides of the entrance door running parallel to the steps for ADA compliance. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be floor to ceiling stanchions on either side of the aisle at the entry to the passenger compartment. Both vertical stanchions shall include a horizontal cross bar that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well.

Doors, Steps and Thresholds: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.25 Doors, steps and thresholds.

Priority Seating Signs: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.

Interior Circulation, Handrails and Stanchions: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.29 Interior circulation, handrails and stanchions.

Front End Alignment: Final front-end alignment before delivery. Printed before and after readings to be included, with final alignment within OEM specifications.

License Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

International Organization for Standardization 9001:2008: All Bidders will be required to submit an ISO 9001:2008 supplier's certification for the bus body manufacturer. Proof of certification shall accompany bid. Bids received without certification will be deemed non-responsive. ISO 9001:2008 has been implemented to insure suppliers conform to strict standards regarding the manufacturer's Quality Management System. The manufacturer's ISO 9001:2008 certification insures compliance with the customer's quality requirements and applicable regulatory requirements while enhancing customer satisfaction and achieving continual improvement of its performance in pursuit of these objectives.

Maintenance Provisions: A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of 12 months or 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The structural body warranty to be a minimum of five years or 75,000 miles, whichever occurs first. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts, and service inquiries Monday Through Friday, 8 A.M. to 5 P.M., except during holidays recognized by the Commonwealth of Virginia. **The vendor shall respond to warranty, parts, and service inquiries and offer a reasonable initial plan to address such inquiries within 24 hours of call receipt or the next business day, whichever is later, via phone or email.** All Bidders must offer proof of both chassis and body warranty (including bus body, air conditioning and wheelchair lifts) service points within the Commonwealth of Virginia. All Bidders shall be required to submit documentation providing the names of the vendors. Successful vendor shall be required to maintain service facilities in Central / Southwest Virginia, Tidewater and Northern Virginia.

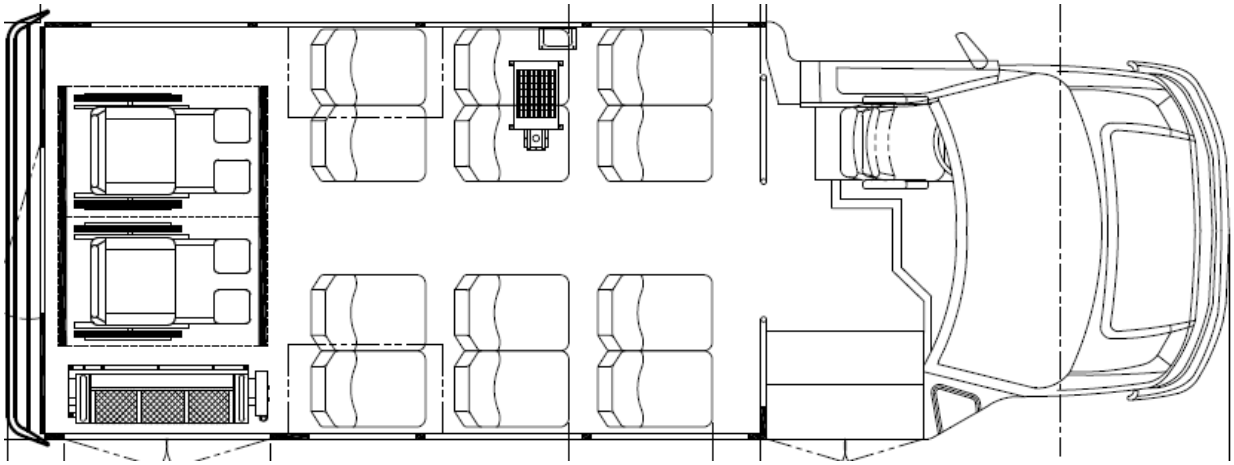
The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to requirements of Title 46.2 of the *Code of Virginia* and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

Prior to delivery the vendor must perform new vehicle service preparation. The vendor shall provide the DRPT staff five working days notices prior to delivery to inspect the vehicles. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be during normal business hours, i.e. 8 A.M. - 5 P.M., Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.

Dealer Requirements: All Bidders are required to be licensed Virginia Motor Vehicle Dealers as established in Title 46.2 of the *Code of Virginia*. Requirements include but are not limited to a minimum of 250 sq. ft. of office space in a permanent enclosed building, not used as a residence, devoted exclusively to the dealership. Dealership must also include contiguous space designated for the exclusive use of the dealer adequate to display at least 10 vehicles. The facility must include a desk, chairs, filing space, a working telephone listed in the name of the dealership and working utilities. **Dealers shall include copy of certification with bid.**

Federal conditions of Manufacturer/Vendor: The attached Federal Conditions of Manufacturer/Vendor (Attachment I) must be completed with bid package.

SEATING CHART



NOTE: Rear door to be provided as specified

Invitation For Bid

19-Passenger BOC (25 ft. Wide Body) – Chevrolet
16 Ambulatory, Two Wheelchairs & Driver

Specifications

This specification is for 2015 model passenger BOC wheelchair lift vans. The specifications are written to meet the needs of all agencies/facilities within the Transportation Secretariat and grantees of DRPT who are listed on Attachment G – Agencies Funded by DRPT.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the Bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to insure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in 49 C.F.R. pt. 38, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Chevrolet 19- passenger (including driver) wide body vertical sidewall van with wheelchair lift as follows:

Engine: Chevrolet engine, Gasoline to be a minimum of six liters

Gross Vehicle Weight (GVW): To be not less than 14,200 lbs.

Wheelbase: Minimum of 177"

Overall Vehicle Length: Minimum of 25'

(Bumper to Bumper)

Overall Exterior Width: Minimum of 96”

Exterior Height: Minimum of 114”

Ground to First Step: 12” +/- .5”

Tread Depth: Minimum of 9”

Step Riser: Maximum of 9”

Interior Width at Seat Level: Minimum 92”

Interior Height Standard Floor: Minimum 78” at center aisle
Usable Floor Length: Minimum of 188” (curbside) and 188” (streetside)

Ambulatory Door and Step Well: Manually operated double outward opening transit door design, with an opening of 32” W x 79” H. The door control shall be a “pistol” style device with an over-center positive lock design. Door frames to be extruded anodized aluminum. All attaching hardware to be zinc plated or stainless steel. Ambulatory step well shall be comparable to door width and shall have a minimum of three steps including the floor surface as one step. Step well frame to be properly coated with a corrosion preventing paint similar to zinc phosphate that provides a minimum 2,000 hour rating when tested to ASTM B117. The exterior bottom and sides of the step well shall also be fully undercoated.

Wheelchair Lift Doors: Double Leaf Design with opening of 69” H x 46” W. There will be a 36” H X 12.0” W fixed glass in each door leaf. Single wheelchair lift doors are unacceptable. The doors shall be secured so as not to interfere with the operation of the wheelchair lift. The doors shall be key locked doors. Also, both doors shall have a latching device, i.e. one door will not be held closed by the other door. Both doors to include rods that secure the door at the top and bottom of the frame. Exterior handles shall be included on both doors that pivot the latching rods up and down to secure or release the door. Wheelchair lift doors shall include a top mounted, steel check style, zinc plated door hold open device with 20 pound springs mounted to the interior of the door and the top of the door frame, to hold doors open (gas struts or shocks are not acceptable).

Rear Door: Minimum clear opening of 32” W x 54” H with upper and lower windows. The rear door shall include a spring type device to hold door open (gas struts, shocks or t-handle tie-backs are unacceptable). A Fresnel lens (minimum 8” H x 10” W) shall be centered and installed/glued on the upper or lower window in the rear door.

Vehicle Body: The vehicle shall be of a vertical sidewall design, which provides maximum shoulder room; slanted sidewalls such as a converted raised roof van are unacceptable. The body frame shall be constructed of jig welded steel. The floor, side and rear walls and roof shall be welded together to form a monocoque (body and frame are integrated) type design to provide

maximum passenger protection. Roof construction shall consist of formed hat posts with caps welded to steel tubing and having dual front to rear 11-gauge steel reinforcing straps. Floor construction shall consist of 14-gauge "G" formed cross members with a combination of steel hat posts and C channel running longitudinally forming a ladder type frame. Each side of the floor shall have 3/16" structural angle welded to each cross member adding strength at floor level. 12-gauge HSLA steel seat track shall be welded to the hat posts on each side. Side and rear wall construction shall consist of a combination of roll formed steel and steel tubing with steel tube crossbars between each window, upper and lower to increase strength. Sidewalls shall also have a 12-gauge High Strength Low Alloy steel roll formed seat track welded to each vertical member for additional strength and crash protection. Rear walls shall have horizontally welded 11 gauge steel added for additional strength. Side and rear walls shall be welded to steel tubing, upper and lower to provide flat surfaces to enable welding to the roof and floor frames. Wheel wells shall be constructed of welded 14-gauge steel. Exterior seams shall be constructed in such a manner that they shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking or adhesive tape alone. All exterior joints and seams shall be protected by the application of caulking compound zinc chromate type, or butyl/rubber type. Body shall be thoroughly tested and made tight to prevent leakage. After all body components are installed, an aluminum trim secured by body fasteners will be placed over body seams to assure the body is weather proof. Before assembling, all metal parts shall be given a thorough anti-corrosion treatment. Interior surfaces of body panels and post, which are covered by trim materials, shall be given protection against corrosion. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) #220 as applicable.

Front Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

Suspension: The suspension system shall be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

Automatic Transmission: Shall be a five speed electronic transmission with overdrive and must be compatible with the engine specified. The transmission shall be equipped with an auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

Drive Shaft: Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

Exhaust System: Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit to the street side away from the wheelchair door.

Fuel Tank: To be a minimum of 55 gallons.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS-121 or FMVSS-105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15-percent incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering and equipped with a tilt steering wheel.

Tires and Wheels: Tires shall be the manufacturer's standard LT225/75R 16E tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. One matching spare tire and wheel per vehicle is required loaded loose in the vehicle. Wheels shall be manufacturer's standard, painted white.

Electrical Alternator: Shall be a minimum 145 AMP.

Battery: Shall be two, maintenance free type, 12-volt batteries with a combined minimum of 1150 CCA.

Wiring: Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification.

Wiring Schematics: The successful vendor shall provide complete **AS BUILT** wiring schematics for all wiring added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Parts Manuals: The successful vendor shall provide complete **AS BUILT** parts schematics for all items, including body panels, added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Exterior Armored Clearance Lights: Five amber fronts and five reds at rear. All clearance lights shall be armored or recessed.

Interior Access Door: An access door on the front bulkhead or over driver seat shall be provided to allow access to the marker lights. Minimum dimensions 10”H x 40”W.

Reflectors: Four reds at rear and two amber at front.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit from that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake application. Control switch shall be self-concealing type mounted on the steering column. Emergency flashers shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light shall be mounted above the center of the rear window.

Interior Dome Lights: Shall be ceiling or side ceiling transition panel mounted. There shall be a minimum of eight interior dome lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver’s compartment. There shall be two shielded step well lights, wired to light when the door opens. The step well lights shall be located to prevent one step from casting a shadow on another step tread. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver’s seat shall activate both sets of dome lights.

Lighting: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare on the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or a molded housing underneath the windshield trim within easy reach of the driver. The control panel will include a wiring quick disconnect (pull apart) feature to aid in engine cover removal. The requirement for a quick disconnect feature is applicable if an engine cover mount is utilized.

Heater: Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

Rear Heater: A heater to be a minimum of 40,000 BTU/hour capacities and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible location in order to permit the water circulation to the heaters to be shut off during hot weather.

Windshield Wipers/Washers: To be manufacturer's standard for the vehicle involved. A four-position switch having **Off, Intermittent, Low and High** positions shall control wipers.

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

Mirrors: Two Rosco Accustyle brand exterior rear view mirrors shall be provided, one at the driver's left side, and one opposite on the right side. Mounting brackets to include a driver's side wing mount and a passenger side fender mount quad design. The 2-in-1 mirror head will include a 6.75" W x 9.75" H upper flat glass and a lower convex measuring 6" W x 3.5" H. One interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be DuPont Clear Coat. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be reproduced with direct contact 3M seven-year vinyl or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment.

Interior Colors: Shall be chosen from the manufacturer's standard colors.

Floor Deck: Minimum ¾" plywood installed over the floor steel structure. The plywood shall be attached to the floor structure utilizing structural adhesive or grade five bolts.

Floor Covering: Shall be RCA Rubber Company transit quality rubber or Gerflor Sirius NT PVC flooring or pre-approved equal. Carpeted floors are unacceptable for this application. The floor covering shall be color keyed providing a visual contrast to the interior. The minimum choices for the floor color shall include black, tan, charcoal and blue. A white standee line shall

be included at the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24” x 24”, shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle.

Insulation: The roof, sides and rear doors including front and rear cab area, to be insulated and lined. Areas between the inner and outer vertical wall and roof shall be insulated with a fiberglass or expanded polystyrene insulation with an R factor of 6.

Windows: Transit type top “T” slider windows with AS3 tempered safety glass shall be installed in each side of the passenger compartment. Each window shall be a minimum of 36" x 36” with the exception of any required “filler” windows which may be 24” W x 36” H. Each window shall include a ventilation section providing ventilation for the passengers. Window(s) on each side of the bus shall function as an emergency exit in accordance with FMVSS #217. A curbside transition window to be located in front of the entry door and shall provide maximum viewing for the operator.

Interior: All interior panels, materials and treatments shall be flame retardant meeting the requirements of FMVSS 302. The headliner, side-walls and cab liner shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning.

Undercoating: The underbody, including wheel housings, shall be undercoated except those areas directly above the chassis exhaust pipe, muffler and tailpipe. Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft. Undercoating to meet MIL Spec C-62218A.

Mud Deflectors: Mud flaps shall be provided mounted to both front and rear wheel wells.

Seating: To have seating capacity of 19 adults including the driver and two passengers in wheelchairs. The stationary seats for 16 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum seat spacing will be 30 inches. All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS standards, including 207, 208, 209, 210, 225 and 302.

All seating to be secured to tracking in the floor and side wall. The sidewall seat track to be welded or bolted to each vertical sidewall structure.

Seat Covering: Standard cloth or vinyl seat coverings (or a combination of the two) shall be provided. Minimum color selections should include gray, blue, maroon and tan or brown. Pricing for level three seat covering to be included in bid price.

Floor Plan: All Bidders shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Offers submitted without a floor plan as described above will be deemed non- responsive.

Driver's Seat: Driver's seat to be a Freedman Shield high back recliner with right side "Shield" arm rest and adjustable lumbar. Pricing for level three seat covering to be included. The driver's seat shall also have a fore and aft adjustment.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM and include a chrome finish. The rear bumper to be wrapp around style constructed of 10-gauge steel, powder coated black. The bumper brackets are to be bolted to the chassis frame.

Rear bumper to include an anti-ride feature. The anti ride device shall include a built-in step at the rear door. The step shall include a non-slip, textured surface.

Towing Devices: There shall be two attachment points at the rear. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

Air Conditioning: Air conditioning shall be Trans Air model TA-733 Super, or approved equal.

The air conditioning system shall consist of two completely independent air conditioning systems (minimum of 68,000 BTU). The drivers area air conditioning system shall be the OEM supplied air conditioning system and shall consist of the OEM supplied in-dash evaporator; the radiator mounted condenser, and compressor. The passenger air conditioning system shall consist of the following.

Compressor: A second compressor shall be installed on the vehicle engine which is specific to the passenger area air conditioning system. The compressor shall be nominal 10 cubic inch displacement.

Evaporator: Trans Air model TA-73 or approved equal.

Condenser: Trans Air model SMC3L or approved equal.

Fast Idle / Interlock: Intermotive or In-Power Advanced Fast Idle / Interlock System. The vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by the DRPT) so as not to interfere with the driver or passengers.

16 unit Virginia Van First Aid kit, which includes the following:

- (1) AN-101: 1" x 3" Fabric bandages, 16/bx
- (2) AN-146: 1" x 3" Adhesive plastic bandages, 16/bx
- (1) AN-205: 32" square Absorbent gauze compress, 1/bx
- (1) AN-266: 3" Compress bandage, off center, 2/bx
- (1) AN-5071: Triangular sling/bandage, 1/bx
- (1) AN-206: 3" x 3" Gauze dressing pads, 4/bx
- (1) AN-337: Antiseptic cleansing wipes (sting free), 10/bx
- (1) A-338: Povidone-iodine infection control wipes, 10/bx
- (1) AN-5111: ½" x 2.5 yd. Adhesive tape, 2/bx
- (1) AN-5112: Exam quality gloves, 2pr/bx
- (1) AN-404: Burn relief packs, 6/bx
- (1)B-503: 4" x 5" Instant cold compress, 1/bx
- (1) B-717: two Sterile eye pads, 1 oz. eye wash, ½" x 5 yd. first aid tape roll, 1/bx
- (1) BK-009-40: 40 pg. *First Aid Guide* booklet

Fire extinguisher, five pound ABC type
Warning triangles, reflective type - three units
OSHA approved Body Fluid Clean Up Kit

Radio: To be an AM/FM/CD stereo radio with a digital clock feature and a minimum of four speakers.

Wheelchair Lift: A wheelchair lift shall be included on the curbside rear of the bus at the wheelchair lift door. A Braun Century Model NCL919FIB-2 or approved equal, shall be installed and conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (b) Vehicle lift - pages 45757 - 45758. The lift assembly shall safely accommodate a static load of 800 pounds. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacture as being adequate for the maximum load requirement. Lift shall be equipped with a manual over-ride to permit lift to be raised or lowered manually in event of power failure or emergency. A passenger handrail shall be provided on both sides of lift platform. A complete set of maintenance scheduling operating instructions, schematics and a trouble-shooting guide shall be included with each lift.

Securement Devices: There shall be two wheelchair tie down spaces (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet 30/20 Impact Test Criteria per SAE J2249 Standard. The wheelchair securement devices shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (d) Securement devices - page 45759. Acceptable kits are Sure-Lok Series AL727S-4C including AL700842 lap belt, FE2004732 shoulder belt and Sure-Lok Titan retractors or pre-approved equal.

A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided. (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)

Stanchion Bar: Stanchion and grab bars shall be of corrosion resistant stainless steel or equivalent, a minimum of 1 1/4" in diameter. Vertical and horizontal stanchion and grab bars must be padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Stanchion shall be mounted, floor to ceiling in structural members. Location to be approved by DRPT. Anti-vandal grab handles shall be located on top of each forward facing aisle seat. A passenger assist grab bar shall be securely mounted on both sides of the entrance door running parallel to the steps for ADA compliance. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be floor to ceiling stanchions on either side of the aisle at the entry to the passenger compartment. Both vertical stanchions shall include a horizontal cross bar that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well.

Doors, Steps and Thresholds: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.25 Doors, steps and thresholds.

Priority Seating Signs: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.

Interior Circulation, Handrails and Stanchions: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.29 Interior circulation, handrails and stanchions.

Front End Alignment: Final front-end alignment before delivery. Printed before and after readings to be included, with final alignment with OEM specifications.

License Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

International Organization for Standardization 9001:2008: All Bidders will be required to submit an ISO 9001:2008 supplier's certification for the bus body manufacturer. Proof of certification shall accompany bid. Bids received without certification will be deemed non-responsive. ISO 9001:2008 has been implemented to insure suppliers conform to strict standards regarding the manufacturer's Quality Management System. The manufacturer's ISO 9001:2008 certification insures compliance with the customer's quality requirements and applicable regulatory requirements while enhancing customer satisfaction and achieving continual improvement of its performance in pursuit of these objectives.

Maintenance Provisions: A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of 12 months or 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The structural body warranty to be a minimum of five years or 75,000 miles, whichever occurs first. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts, and service inquiries Monday Through Friday, 8 A.M. to 5 P.M., except during holidays recognized by the Commonwealth of Virginia. **The vendor shall respond to warranty, parts, and service inquiries and offer a reasonable initial plan to address such inquiries within 24 hours of call receipt or the next business day, whichever is later, via phone or email.** All Bidders must offer proof of both chassis and body warranty (including bus body, air conditioning and wheelchair lifts) service points within the Commonwealth of Virginia. All Bidders shall be required to submit documentation providing the names of the vendors. Successful vendor shall be required to maintain service facilities in Central / Southwest Virginia, Tidewater and Northern Virginia.

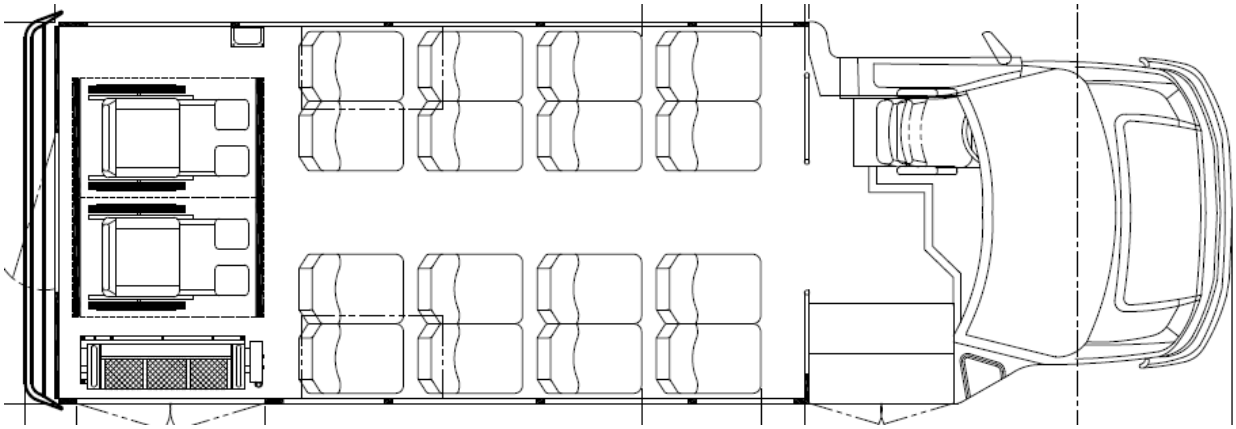
The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to the requirements in Title 46.2 of the *Code of Virginia* and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

Prior to delivery the vendor must perform new vehicle service preparation. The vendor shall provide the DRPT staff five working days notices prior to delivery to inspect the vehicles. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be during normal business hours, i.e. 8 A,M, - 5 P,M,, Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.

Dealer Requirements: All Bidders are required to be licensed Virginia Motor Vehicle Dealers as established in Title 46.2 of the *Code of Virginia*. Requirements include but are not limited to a minimum of 250 sq. ft. of office space in a permanent enclosed building, not used as a residence, devoted exclusively to the dealership. Dealership must also include contiguous space designated for the exclusive use of the dealer adequate to display at least ten vehicles. The facility must include a desk, chairs, filing space, a working telephone listed in the name of the dealership and working utilities. **Dealers shall include copy of certification with bid.**

Federal conditions of Manufacturer/Vendor: The attached Federal Conditions of Manufacturer/Vendor (Attachment I) must be completed with bid package.

SEATING CHART



NOTE: Rear door to be provided as specified

Invitation for Bid

Modified Minivan with Wheelchair Ramp

Specifications

This specification is for 2015 or current year model, modified minivan with wheelchair ramp. The specifications are written to meet the needs of all agencies/facilities within the Transportation Secretariat and grantees of DRPT who are listed on Attachment G – Agencies Funded by DRPT.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the Bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to DRPT buyer approval.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to insure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in 49 C.F.R. pt. 38, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Modified Minivan with wheelchair ramp are as follows:

Wheelbase: Minimum of 120 inches.

Engine: To be a 3.6 liter minimum flex fuel or gasoline engine.

Front Axle/Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVWR. Shall be heavy-duty to give maximum trouble free life in transit operations.

Suspension: The suspension system shall be load rated and of the heaviest duty available for the GVWR of the vehicle. Suspension shall be adequate for the payload identified and shall maintain a level position once loaded to full capacity.

Automatic Transmission: To be a six-speed automatic transmission and shall be compatible with the engine specified. The transmission shall be equipped with a back-up alarm integrated into the rear backing lights.

Engine Oil System: Factory standard.

Exhaust System: To be equipped with a corrosion resistant muffler. Tail pipe shall terminate at the rear of the body.

Engine Air Cleaner: To be a dry replacement element. Type and make to meet the engine manufacturer's recommendation.

Fuel Tank: Tank shall have a 22 gallon minimum capacity. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301. Tank shall be calibrated with the OEM dash fuel gauge.

Brakes: The vehicle shall be equipped with a factory Anti-Lock Brake System

Parking Brake: Shall be manually operated working on the rear wheel brakes. The parking brake shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering and equipped with a tilt steering wheel.

Tires and Wheels: Tires shall be the manufacturer's standard tubeless radial for the size vehicle and GVWR for the vehicle. The weight distribution of the vehicle with maximum load shall not load the front or rear tires beyond their rated capacity. Wheels shall be matching steel wheels with all around wheel covers. A standard model tire jack shall be provided. Spare tire shall be full size matching the OEM with a steel wheel.

Electrical Alternator: Shall be a minimum of 160 amps rating.

Voltage Regulator: Shall be solid-state 12-volt system. Must be compatible with the alternator involved.

Battery: Shall be a maintenance free type, 12 volt and a minimum of 730 CCA.

Wiring: Shall be manufacturer’s standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be labeled for identification.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Control switch shall be self-canceling type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108.

Interior Dome Lights: Shall be the manufacturer's standard offering.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges shall be supplied: a) voltmeter (if available from the OEM) b) engine water temperature c) oil pressure (if available from the OEM) d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable.

Windshield Wipers/Washers: Manufacturer's standard for the vehicle involved. A four-position switch having **Off, Intermittent, Low and High** positions shall control wipers.

Wheelchair Positions: The two wheelchair positions shall consist of a usable floor area in which a passenger in a wheelchair may be positioned in a wheelchair occupant restraint system, and wheelchair securement devices are to be installed. The wheelchair position(s) shall be forward-facing. (A single wheelchair position rear entry vehicle configuration shall be included as an option).

Mobility Aid/Occupant Restraint Systems: Each vehicle shall be equipped with one Q-Straint "M" Series forward facing mobility aid securement and occupant restraint system or approved equal. The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 C.F.R. pt. 1192 and 49 C.F.R. pt. 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four adjustable securement strap assemblies that attach to the structural frame of the mobility aid at four separate points and anchor into the track on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system.

The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable Federal Motor Vehicle Safety Standards.

Seats: All seats are to be OEM cloth type seats. Color to be chosen by the recipient from the manufacture's standing color of offerings. Front Passenger seat to be a quick release re-moveable seat. All seats and restraints must comply with current FMVSS standards, including 201, 202, 207, 208, 209, 210, 214 and 302. Documentation of current model testing and seats as specified within shall be provided with the bid. Bench testing of individual's components independent of

the vehicle will not be accepted. The rearmost passenger seat shall be the OEM rear bench seat, capable of comfortably accommodating two adult passengers, and is to be covered with OEM upholstery to match the driver and front passenger seats. The seat shall be lowered to accommodate the lowered floor.

Flooring: Sub Floor: The interior floor shall be insulated with 3/8" marine grade plywood to provide a smooth surface for flooring attachment and to minimize interior noise.

Flooring Covering Material: Minimum 2.2 mm thick commercial grade vinyl transit floor covering shall cover the entire floor surface. Flooring shall also possess anti-skid properties (Gerflor flooring or equivalent).

Floor Assembly: The lowered floor skin shall be constructed of 16 gauge aluminized steel. The frame rails shall be made of 14-gage formed channels; the floor shall be reinforced with 16-gage formed channel cross ribs. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shave be beveled, with no sharp edges and will protrude no more than ¼" above floor surface.

Floor Plan: Passenger seats shall be arranged such that when the wheelchair space is in use five ambulatory passenger seats shall be provided (including the driver's seat). Seat belts shall be provided for all passenger seats.

Side Wheelchair Ramp: The vehicle shall be equipped with a manually operated, 80-degree sing-away mobility access ramp which stows vertically and folds and unfolds through the right side door. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 pounds. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width 30" and slope meeting the requirements of ADA. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater ¼" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 800 pounds, with a safety factor of at least three based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two inches high to prevent mobility aids from rolling off the ramp edge.

Doors: No modifications are necessary for the driver's and right front passenger's door. The vehicle shall have side sliding on each side of the vehicle. The vehicles shall be lowered to floor level to provide maximum lowered floor width. Wheelchair access/sliding passenger door shall be modified as necessary to accommodate the swing away ramp and the lowered floor. The door shall measure, at a minimum, 30.5" W and 56" H. Provisions shall be made to keep the door in an open position during passenger loading and unloading. The door shall be locked by key from the exterior if available from the OEM. OEM keyless entry can be provided if an exterior method on unlocking the ramp is required. Rear lift gate door shall have an indoor release for the fastening device.

Interior Dimensions: The van conversion has 82 ½" of overall interior floor length and 60" width at center of van for maximum mobility aid maneuverability.

Under body Dimension: Dimension from the underbody to ground shall be approximately 5" at the lowest point.

Sun Visors: Shall be padded type, fully adjustable, to provide sun glare protection. Friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

Mirrors: Two exterior rear view mirrors shall be provided on break-away brackets, one at the driver's left side, and one opposite on the rights side. Convex spot mirrors of 2.5 inches in diameter will be provided on each exterior mirror. One interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet. No full body paint schemes are required; i.e. all vans will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can of exterior touch up paint shall be provided. The transit system's name shall be painted or depicted using direct contact 3M seven-year vinyls or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price.

Interior Colors: Shall be chosen from the manufacturer's standard colors by the Recipient.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The finish shall be painted rubberized material.

Air Conditioning: Front and rear air conditioning units shall be maximum size available from the manufacture. Controls to be located at driver's position.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by DRPT) so as not to interfere with the driver or passenger.

16 unit Virginia Van First Aid kit, which includes the following:

- (1) AN-101: 1" x 3" Fabric bandages, 16/bx
- (2) AN-146: 1" x 3" Adhesive plastic bandages, 16/bx
- (1) AN-205: 32" square Absorbent gauze compress, 1/bx
- (1) AN-266: 3" Compress bandage, off center, 2/bx
- (1) AN-5071: Triangular sling/bandage, 1/bx
- (1) AN-206: 3" x 3" Gauze dressing pads, 4/bx

- (1) AN-337: Antiseptic cleansing wipes (sting free), 10/bx
- (1) A-338: Povidone-iodine infection control wipes, 10/bx
- (1) AN-5111: ½" x 2.5 yd. Adhesive tape, 2/bx
- (1) AN-5112: Exam quality gloves, 2pr/bx
- (1) AN-404: Burn relief packs, 6/bx
- (1)B-503: 4" x 5" Instant cold compress, 1/bx
- (1) B-717: two Sterile eye pads, 1 oz. eye wash, ½" x 5 yd. first aid tape roll, 1/bx
- (1) BK-009-40: 40 pg. *First Aid Guide* booklet

Fire extinguisher, five pound ABC type
Warning triangles, reflective type - three units
OSHA approved Body Fluid Clean Up Kit

Radio: To be an AM/FM stereo radio with a digital clock feature and factory CD player

License plate bracket: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

Maintenance Provisions: A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of 12 months or 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts, and service inquiries Monday Through Friday, 8 A.M. to 5 P.M., except during holidays recognized by the Commonwealth of Virginia. **The vendor shall respond to warranty, parts, and service inquiries and offer a reasonable initial plan to address such inquiries within 24 hours of call receipt or the next business day, whichever is later, via phone or email.**

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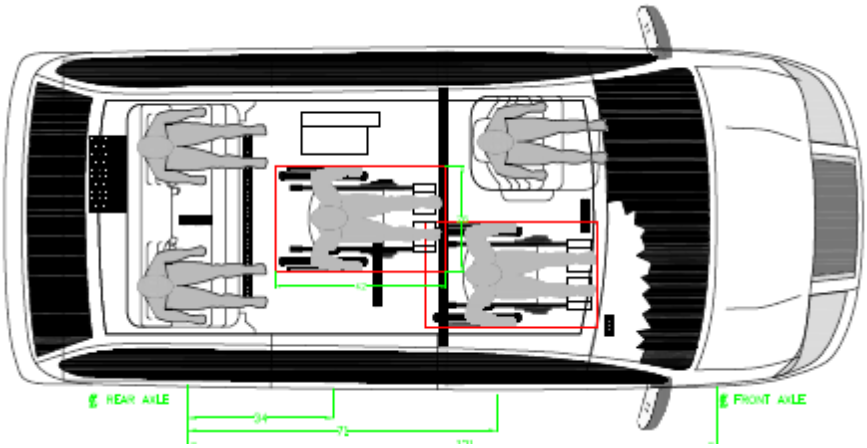
The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to the requirements of Title 46.2 of the *Code of Virginia* and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

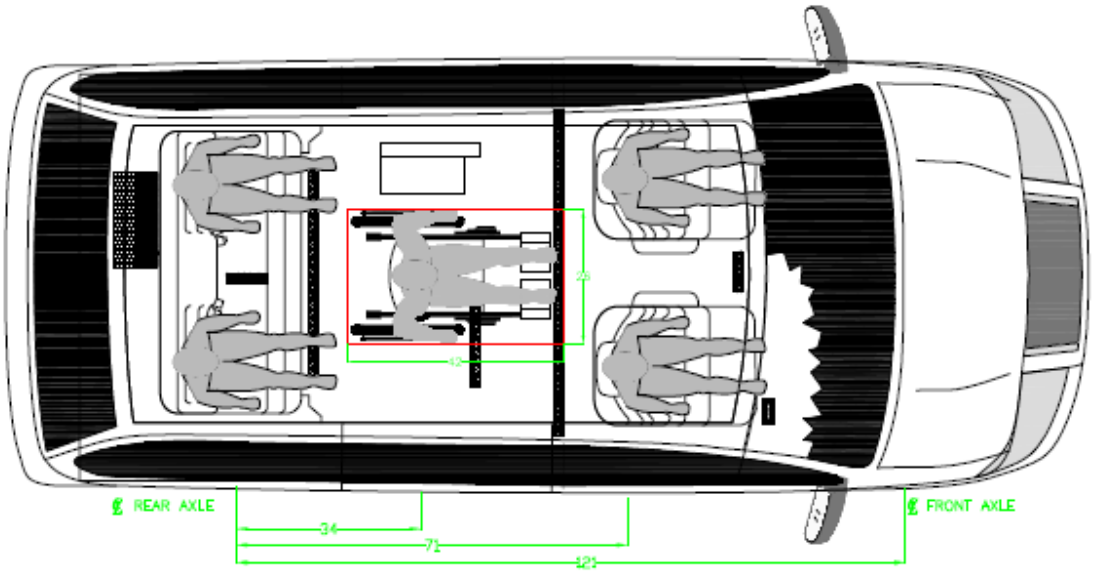
Prior to delivery the vendor must perform new vehicle service preparation. The vendor shall provide the Department of Rail and Public Transportation (DRPT) staff five working days notices prior to delivery to inspect the vehicles. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be during normal business hours, i.e. 8 A.M. - 5 P.M., Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.

Dealer Requirements: All Bidders are required to be licensed Virginia Motor Vehicle Dealers as established in Title 46.2 of the *Code of Virginia*. Requirements include but are not limited to a minimum of 250 sq. ft. of office space in a permanent enclosed building, not used as a residence, devoted exclusively to the dealership. Dealership must also include contiguous space designated for the exclusive use of the dealer adequate to display at least 10 vehicles. The facility must include a desk, chairs, filing space, a working telephone listed in the name of the dealership and working utilities. **Dealers shall include copy of certification with bid.**

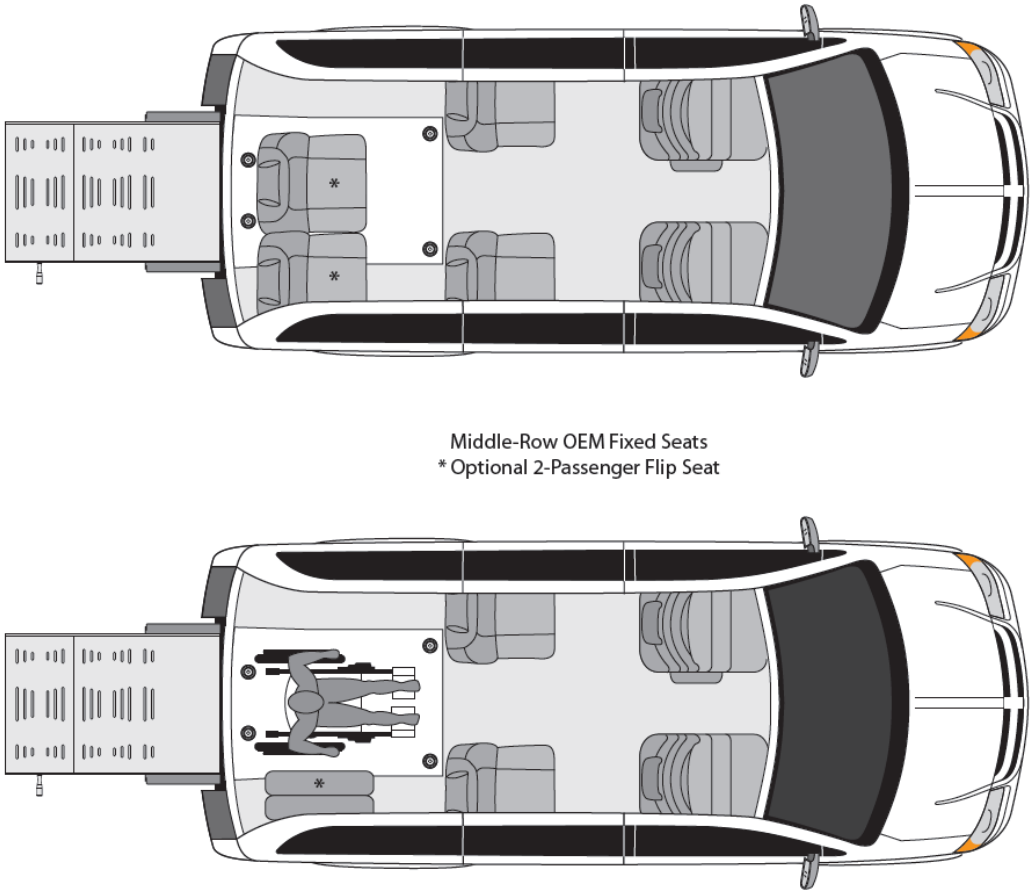
Federal conditions of Manufacturer/Vendor: The attached Federal Conditions of Manufacturer/Vendor (Attachment I) must be completed with bid package.

BASE FLOORPLANS (PLEASE NOTE THAT THE FOLDWAY SEAT INDICATED IN THESE TWO BASE FLOOR PLANS WILL BE PRICED AS AN OPTION)



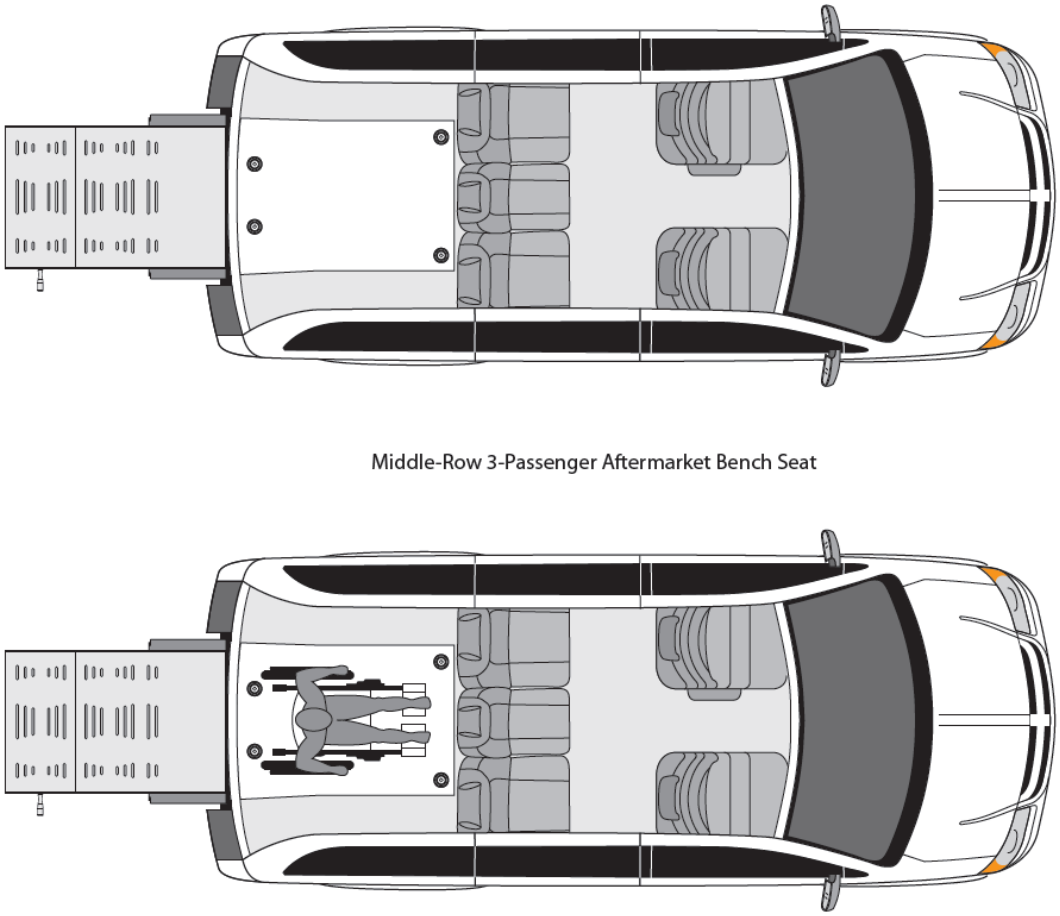


OPTIONAL FLOORPLAN A (REAR ACCESS)



FLOORPLAN OPTION A

OPTIONAL FLOOR PLAN B (REAR ACCESS)



ATTACHMENT D

Purchase Volume and Dollar Report

Contractor Name	
Report Preparer Name	
Contact E-mail	
Contact Phone	
Report Start Date	
Report End Date	

Periods	**Report Due Date**
January 1 - March 31	**April 15**
April 1 - June 30	**July 15**
July 1 - September 30	**October 15**
October 1 - December 31	**January 15**

Instructions:

1. **Enter your company name, contact info, and the dates covered by this report above.**
2. **Fill in all the cells for each line-item purchased. Follow the example shown below.**
3. **Please ensure correct spelling of the Grantee and Division/Department.**

Calculated total sales amount for this reporting period: **$0.00**

Line #	DRPT Contract Number	Grantee Purchase Order Number	Grantee Purchase Order Date	Date Purchase Order Received	Date Dealer Placed Order	Order Confirmation Date	Estimated Delivery Date	Grantee Name (ensure correct spelling)	Division/Department (ensure correct spelling)	eVA Order? (Yes/No)	Spreadsheet Received? (Yes/No)	Description of Vehicle	Quantity Ordered	Vehicle Unit Price	Total Price for all Vehicles w/ Options	
1	MA E194-403	POBE194640	02/28/07	03/01/07	03/03/07	03/08/07	06/01/07	Greene County Transit	Purchasing	Y	Y	3/4 Ton Regular Cab 4x4	1	25,987.00	25,987.00	EXAMPLE
													-	$ -	$ -	

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ATTACHMENT E

Pricing Schedule/Options

BASE PRICE – 2015 DRPT Chevrolet Medium Duty Bid

_____ Passenger (BOC) Van $ _____

SECTION II - OPTIONS – 2015 DRPT Chevrolet Gas BOC Bids

Options will not be included in determining low Bidder for award. Options may allow end users to procure vans that are consistent with their existing fleet.

	OPTION	PRICE
1	Duramax 6.6 Liter Diesel Engine vs. standard gasoline engine	
2	Add 34" two-passenger foldaway vertical flip seat (price per seat) in the wheelchair securement area (if available on selected model)	
3	Two Strobe lights, one each roof mounted at front and rear caps. Strobes to be Specialty Model 205 mini strobe (2.25" high) or equal.	
4	Q-Straint QRT Max wheelchair securement systems vs. std, each.	
5	U.S.S.C. G2E Driver Seat	
6	Front help bumper	
7	Rear help bumper	
8	Ground plane installed in roof with interior door and cable conduit with pull wire routed to cab area. Please provide per unit price.	
9	Stainless steel wheel inserts	
10	Folding arm rests per seat	
11	Adjustable head rests per seat	
12	ABS seat backs	
13	Front roller type destination sign (25 stations)	
14	Side roller type destination sign (25 stations)	
15	Destination sign lettering (per placement, per sign)	
16	Driver's locking document box – cabinet style with key lock on door	
17	Diamond Model XV fare-box with two vaults	
18	Chevrolet Shop manuals	
19	Freedman integrated child restraint seats - single child restraint seat with companion seat	
20	Freedman integrated child restraint seats – dual child	

	restraint seats	
21	Level four seat covering – per seat	
22	Level five seat covering – per seat	
23	Level six seat covering – per seat Level seven seat covering – per seat	
24	Reclining passenger seats – each	
25	30” x 42” interior baggage rack	
26	Spare tire carrier	
27	Delete rear door (credit)	
28	One overhead standee rail (standard on 15 and 19 BOC)	
29	Two overhead standee rails – vs. one that is standard	
30	Overhead interior parcel bins	
31	Bullet style reading lights – each	
32	Reflexite reflective tape package (egress windows and body outline)	
33	Alarm and warning light signaling lift door open	
34	Sportworks DL2 two position bike rack painted steel	
35	Sportworks DL2 two position bike rack stainless steel	
36	LED clearance lights vs. standard	
37	Luminator front and side destination signs(provide model number)	
38	Twin Vision front and side electronic destination signs (provide model number)	
39	Next stop signal system	
40	Child “Checkmate” system	
41	Sportworks mounting hardware (exclusive of rack, installed)	
42	REI three-camera video surveillance system	
43	REI four-camera video surveillance system	
44	REI five-camera video surveillance system	
45	Altro safety vinyl flooring	
46	Altro flooring on side wall to seat track	
47	Echovision obstacle detection system rear mounted or equal	
48	Ricon KlearVue ADA lift	
49	Braun Vista ADA lift	
50	Add standard ambulatory seat, per seat (to match seats in vehicle)	
51	Add 34” two- passenger notchback foldaway vertical flip seat in the wheelchair securement area	
52	Multiple buses keyed alike (each)	
53	Driver’s coat hook in radius behind driver	
54	6” x 16” interior mirror	
55	Vandal resistant seat back grab handles (each) for wall side seats	
56	Wheelchair track full width of bus vs. std	
57	Exterior step-well light	
58	Fare box floor plate and power supply	

59	GFI Odyssey fare box (specify model number)	
60	Mor-Ryde RL Suspension System	
61	Wheelchair lift dress cover	
62	Gray interior gel coat walls vs. std	
63	Electrically operated entry door vs. manual controller	
64	Fuel sending unit access panel in floor	
65	Freedman USR retractable seat belts (each)	
66	Vertical seat stitching per seat	
67	Engine hour meter	
68	Delete accessibility package	
69	Full body paint vs. std white	
70	Freedman Citi seats vs. std	
71	Mentor BBX and Road Ranger install	
72	Yellow standee line and step nosing in lieu of standard	
73	Yellow seat back grab handles in lieu of standard	
74	Yellow stanchions and standee rails in lieu of standard	
75	Paratransit flat floor for three or more wheelchair positions	
76	Driver's privacy glass located on stanchion behind driver	
77	LED brake, tail and reverse lights	
78	LED upper-mounted light	
79	LED turn signals	
80	Full Bus Wrap including windows	
81	Full Bus Wrap excluding windows	
82	Driver's side aluminum running board	
83	LED interior lighting	
84	Florescent interior lighting	
85	Angel Trax three-camera video surveillance system	
86	Angel Trax four-camera video surveillance system	
87	Angel Trax five-camera video surveillance system	
88	Wheels shall have matching wheel covers.	
89	Exterior scheme applied with bus wrap material	
90	Overdrive Controller (specify model)	
91	Fixed pane transit windows	
92	Tarabus Transit non slip flooring. 2.25 mm thickness; includes silicon carbide for anti slip properties	
93	Installation of Zonar Electronic Vehicle Inspection Report System (EVIR)	
94	Installation of Zonar V2J: High-Definition GPS & Vehicle Diagnostics system	
95	Remote controlled and heated mirrors	
96	Overhead storage compartment one side	
97	Overhead storage compartment two sides	
98	Single flip seat	
99	Add one wheelchair position	
100	Roof mounted A/C condenser vs std skirt mounted condenser	
101	Add GPS option to REI camera system	
102	Add GPS option to Angel Trax camera system	
103	Add GPS to Seon camera system	
104	200 amp electric alternators	
105	245 amp electric alternators	

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SECTION II – OPTIONS – 2015 DRPT Modified Mini Van with Ramp

$ _____

Options will not be included in determining low Bidder for award. Options may allow end users to procure vans that are consistent with their existing fleet.

	OPTION	PRICE
1	Q-Straint QRT Deluxe Wheelchair securement in lieu of standard M Series	
2	One additional Q- Straint M Series wheelchair securement	
3	One additional Q-Straint QRT Deluxe wheelchair securement	
4	Middle Flip Seat - * Note * - Limits rear seat capacity to two passengers	
5	Vinyl interior vs standard cloth	
6	Daytime running lights	
7	Optional floor plan A (rear access) with two passenger flip seat and no center seat in middle row	
8	Optional floor plan B (rear access) with middle row three passenger seat	
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ATTACHMENT F

VENDOR DATA SHEET

Note: The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in finding the bid nonresponsive.

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact**:

   Name: _____ Phone: _____

3. **Years in Business**: Indicate the length of time the Bidder has been in business providing this type of good or service:

   _____ Years _____ Months

4. **Vendor Information**: VA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

   B. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

   C. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

   D. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

I certify the accuracy of this information.

Signed: _____Title: _____ Date: _____

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ATTACHMENT G

Agencies Funded by DRPT

AASC/Four County Transit
A Grace Place Adult Care Center
Accomack Northampton TDC
Adult Care Service
Adult Day Care of Martinsville and Henry Counties
Alexandria Transit
American Emergency Vehicles
American Red Cross
Appalachian Agency for Senior Citizens
ARC of Greater Prince William
Arc of the Virginia Peninsula
Arlington County
Bay Aging, Inc.
Bedford County
Beth Sholom Home
Blacksburg Transit
Blackstone Area Bus
Blue Ridge Opportunity Services
Bon Secours Senior Health
Bristol Virginia Transit
Buchanan County Transportation
CAPUP
Central Shenandoah Planning District Commission
Central Virginia Area Agency on Aging, Inc.
Charlottesville Area Transit
Chesapeake Service Systems
Chesterfield Community Services Board
Chesterfield County
City of Alexandria
City of Bristol, Tennessee
City of Bristol, Virginia
City of Charlottesville
City of Danville
City of Fairfax
City of Falls Church
City of Fredericksburg
City of Harrisonburg
City of Winchester
Community Association for Rural Transportation, Inc.
Community Transportation Association of Virginia
Crater District Area Agency On Aging /FGP
Crater Planning District Commission
Crossroads Community Services
Cumberland County
Daily Planet Health Care for Homeless
Danville City Parks and Recreation Department
Danville-Pittsylvania Community Services
Danville Transit
Dickenson County Transportation
District III Public Transit
Dulles Area Transportation Association
Eastern Shore Community Services Board
ECHO.INC
ElderHomes Corporation
ESAAA/CAA
Essex County
Fairfax County
Farmville Area Bus
Fredericksburg Regional Transit (FRED)
Friendship Industries, Inc.
George Washington Regional Commission
Giles Health & Family Center
Gloucester County
Goochland Fellowship and Family Service
Goodwill Industries of the Valleys
Grafton School, Inc.
Greater Lynchburg Transit Company
Greater Richmond Transit Company
Greater Roanoke Transit Company
Greene County
Greensville Adult Activity Services
Hampton Roads Planning District Commission
Hampton Roads Transit
Hampton-Newport News Community Services Board

City of Kingsport
City of Lynchburg
City of Martinsville
City of Newport News
City of Norfolk
City of Petersburg
City of Radford
City of Richmond
City of Staunton
City of Suffolk
City of Virginia Beach
City of Williamsburg
Lake Country Area Agency on Aging
Loudoun County
Lynchburg Community Action Group, Inc.
Metropolitan Washington Airports Authority
Metropolitan Washington Council of Governments
Middle Peninsula Planning District Commission
Middle Peninsula-Northern Neck CSB
Montgomery County
Mount Rogers Community Services Board
Mountain Empire Older Citizens
New River Valley Community Services Board
New River Valley Planning District Commission
New River Valley Senior Services - Pulaski Area Transit
Northern Neck Planning District Commission
Northern Shenandoah Valley Regional Commission
Northern Virginia Transportation Commission
Northwestern Community Services Board
NuRide, Inc.
Northern Virginia Regional Commission
PARC Workshop, Inc.
Peninsula Agency on Aging
Petersburg Area Transit
Piedmont Community Services Board
Pleasant View, Inc.
Portco, Inc.
Potomac and Rappahannock Transportation Commission
Prince William AAA
Prince William County
Presbyterian Homes and Family Services
Hanover Community Services
Henrico Area MH/MR Services
Heart Havens, Inc.
Historic Triangle Senior Center
Hope House Foundation
Hopewell Redevelopment and Housing Authority
Horizon Behavioral Health (Central VA CS)
Intelligent Transportation Society of Virginia
James City County
JAUNT, Inc.
Jewish Community Center of Northern Virginia
Junction Center for Independent Living
Rockingham County
Russell County Public Transportation
Senior Services of Southeastern Virginia
Shenandoah Area Agency on Aging, Inc.
Shen-Paco Industries, Inc.
Southern Area Agency on Aging
Southside Community Services Board
St. Joseph's Villa
Stepping Stones, Inc.
STEPS, Inc.
Sussex-Greensville-Emporia Adult Activity Services
Tazewell County
The Arc of Central Virginia
The Arc of Greater Prince William
The Arc of Harrisonburg/Rockingham
Thomas Jefferson Planning District Commission
Town of Altavista
Town of Ashland
Town of Blackstone
Town of Bluefield - Graham Transit
Town of Chincoteague
Town of Haymarket
Town of Herndon
Town of Kenbridge
Town of Orange
Town of Purcellville
Town of South Hill
Town of Victoria
Town of Warrenton

Quin Rivers Agency for Community Action, Inc.
RADAR (Roanoke)
Rappahannock Area Agency on Aging
Rappahannock Area Community Services Board
Rappahannock-Rapidan Area Agency on Aging
Rappahannock-Rapidan Community Services Board
Rappahannock-Rapidan Planning District Commission
Resort Area Transportation Management Association
Richmond Area ARC
Richmond Community Action Program
Richmond Planning District Commission
Richmond Redevelopment and Housing Authority
Richmond Residential Services
Ridefinders
Roanoke County
Roanoke Valley-Alleghany Regional Commission
Rockbridge Area Community Services Board
Rockbridge Area Occupational Center, Inc.
Rockbridge Area Transportation System, Inc.
Rockbridge County
Town of West Point
Transportation District Commission of Hampton Road
Tysons Transportation Association, Inc.
UHSTS, Inc. – RADAR
Valley CSB
Valley Program for Aging Services, Inc.
Vector Industries, Inc.
Virginia Rail Policy Institute
Virginia Regional Transit
Virginia Regional Transportation Association
Virginia Transit Association
Virginia Port Authority
Virginias Region 2000 Local Government Council
West Piedmont Planning District Commission
Western Tidewater Community Services Board
Williamsburg Area Transit Authority
Winchester Transit
Wise County
Washington Metropolitan Area Transit Authority
Washington Metropolitan Area Transit Commission

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ATTACHMENT H

State Corporation Commission Form

<u>Virginia State Corporation Commission (SCC) registration information</u>. The Bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (DRPT reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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Federal Conditions of Manufacturer/Vendor

ATTACHMENT I

A. Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). Bidder shall comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the United States General Services Administration ("U.S. GSA") regulations stating that recipients and subrecipients of Federal funds and their Bidders 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. 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. Bidder shall include the requirements of this section in all subcontracts that may involve international air transportation.

B. Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000) Bidder shall comply with 49 U.S.C. § 5323(j) and 49 C.F.R. pt. 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in Federal Transit Administration ("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 C.F.R.§ 661.7, and include software, microcomputer equipment and small purchases (currently less than $100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11 and as amended by MAP-21 (5325). Rolling stock must be manufactured in the U.S. and have a minimum 60 percent domestic content and adhere to contract term limitations. A Bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

C. Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000). Bidder shall: a. use privately owned U.S. 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 U.S. flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the U.S. or within

30 working days following the loading date of shipments originating outside the U.S., a legible copy of a rated, “on-board” commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through Bidder in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

D. Energy Conservation

All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000).

Bidder shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

E. Clean Water

All Contracts and Subcontracts over $100,000

Bidder shall 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.* Bidder shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Bidder shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

F. Bus Testing

Bidder [manufacturer] shall comply with 49 U.S.C.ch. 53 and FTA's implementing regulation 49 C.F.R. pt. 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; 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 prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph one 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 the recipient's final acceptance of the first vehicle. If 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 U.S. before Oct. 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.

G. Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey Bidder shall comply with 49 U.S.C. ch. 53 and FTA's implementing regulation 49 C.F.R. pt. 663 and submit the following certifications:

Buy America Requirements: Bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If Bidder certifies compliance with Buy America, it shall submit documentation listing:

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.
3. Solicitation Specification Requirements: Bidder shall submit evidence that it will be capable of meeting the bid specifications.
4. Federal Motor Vehicle Safety Standards (FMVSS): Bidder shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

H. Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104 - 65 [codified at 2 U.S.C. § 1601, *et seq*.] - Bidders who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. pt. 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

I. Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 C.F.R § 18.36(i), Bidder shall provide the purchaser, the FTA, the U.S. Comptroller General or their authorized representatives access to any books, documents, papers and Bidder records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder shall also, pursuant to 49 C.F.R. § 633.17, provide authorized FTA representatives, including any Project Management Office (PMO) Bidder, access to Bidder's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving FTA assistance through the programs described at 49 U.S.C.§§ 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 C.F.R. § 633.17, Bidder shall provide the purchaser, authorized FTA representatives, including any PMO Bidder, access to Bidder's records and construction sites pertaining to a capital project, defined at 49 U.S.C. § 5302(a)(1), which receives FTA assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311. By definition, a 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 C.F.R. § 19.48, Bidder shall provide the purchaser, the FTA, the U.S. Comptroller General or their authorized representatives, access to any books, documents, papers and record of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 U.S.C.§ 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)(1)) through other than competitive bidding, Bidder shall make available records related to the contract to the purchaser, the Secretary of U.S. Department of Transportation and the U.S. Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Bidder shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Bidder shall 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 recipient, FTA Administrator, U.S. Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.). FTA does not require the inclusion of these requirements in subcontracts.

J. Federal Changes

All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

Bidder shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Bidder's failure to comply shall constitute a material breach of the contract.

K. Clean Air

1. Bidder shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 U.S.C. § 7401 *et seq.* Bidder shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2. Bidder shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

L. Contract Work Hours and Safety Standards Act

Applicability – Contracts over $100,000

1. Overtime requirements - No Bidder 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 work week in which he or she is employed on such work to work in excess of 40 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 40 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 one of this section, Bidder and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Bidder and subcontractor shall be liable 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 one 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 40 hours without payment of the overtime wages required by the clause set forth in paragraph one of this section.
3. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of United States Department of Labor ("U.S. DOL") withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or subcontractor under any such contract or any other Federal contract with the same prime Bidder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Bidder, such sums as may be determined to be necessary to satisfy any liabilities of

such Bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph two of this section.

4. Subcontracts - Bidder 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. Prime Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

M. No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

1. The recipient and Bidder acknowledge and agree that, notwithstanding any concurrence by the U.S. Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the U.S. Government, the U.S. Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Bidder agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

N. Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

1. Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and United States Department of Transportation ("U.S. DOT") regulations, "Program Fraud Civil Remedies," 49 C.F.R. pt. 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, Bidder 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the U.S. Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Bidder to the extent the U.S. Government deems appropriate.
2. If Bidder makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the U.S. Government under a contract connected with a project that is financed in whole or in part with FTA assistance 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 on Bidder, to the extent the U.S. Government deems appropriate.

3. Bidder shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

O. Termination

Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $100,000

1. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to Bidder when it is in the recipient's best interest. Bidder shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Bidder shall promptly submit its termination claim to the recipient. If Bidder is in possession of any of the recipient's property, Bidder shall account for same, and dispose of it as the recipient directs.
2. Termination for Default [Breach or Cause] (General Provision) If Bidder does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and Bidder fails to perform in the manner called for in the contract, or if Bidder fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to Bidder setting forth the manner in which Bidder is in default. Bidder shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that Bidder had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Bidder, the recipient, after setting up a new delivery or performance schedule, may allow Bidder to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow Bidder an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If Bidder fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Bidder or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to Bidder. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against Bidder and its sureties for said breach or default.
4. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by Bidder of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for

payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. Termination for Default (Supplies and Service) If Bidder fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Bidder fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Bidder a notice of termination specifying the nature of default. Bidder shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that Bidder was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
7. Termination for Default (Transportation Services) If Bidder fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if Bidder fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Bidder a notice of termination specifying the nature of default. Bidder shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while Bidder has possession of the recipient goods, Bidder shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Bidder and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that Bidder was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
8. Termination for Default (Construction) If Bidder refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Bidder fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to Bidder a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Bidder and its sureties shall be liable for any damage to the recipient resulting from Bidder's refusal or failure to complete the work within specified time, whether or not Bidder's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Bidder's right to proceed shall not be terminated nor shall Bidder be charged with damages under this clause if:

    a. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Bidder. Examples of such causes include: acts of God, acts of the recipient, acts of another Bidder in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. Bidder, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of Bidder's right to proceed, it is determined that Bidder was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

9. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of Bidder's failure to fulfill contract obligations. The recipient shall terminate by delivering to Bidder a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Bidder shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for Bidder's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and Bidder shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that Bidder was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

10. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on Bidder. The notice shall state whether termination is for convenience of the recipient or for default of Bidder. If termination is for default, the notice shall state the manner in which Bidder has failed to perform the requirements of the contract. Bidder shall account for any property in its possession paid for from funds received from the recipient, or property supplied to Bidder by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to Bidder in proportion to the value, if any, of work performed up to the time of termination. Bidder shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to Bidder. If termination is for the recipient's convenience, Bidder shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that Bidder has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Bidder, the recipient, after setting up a new work schedule, may allow Bidder to continue work, or treat the termination as a termination for convenience.

P. Government-Wide Debarment and Suspension (Non-Procurement)

The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. pt.180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. pt. 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: (1) U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. pt. 1200, (2) U.S. Office of Management and Budget ("U.S. OMB), "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-Procurement)," 2 C.F.R. pt. 180, including any amendments thereto, and (3) Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. pt. 1200, and (c). It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (a) Will comply with Federal debarment and suspension requirements, and (b) Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. pt. 1200, and
2. If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project; (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office; or (c) FTA Chief Counsel.

Q. Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000). The following requirements apply to the Bidder and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Bidder 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. § 552(a). Among other things, the Bidder agrees to obtain the express consent of the Federal Government before the Bidder or its employees operate a system of records on behalf of the Federal Government. The Bidder 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 Bidder 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.

R. Civil Rights Requirements

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

A. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's Nondiscrimination statute):

1. FTA's Nondiscrimination statute prohibits discrimination on the basis of: (a) race; (b) color' (c) religion; (d) national origin; (e) sex; (f) disability; or (g) age; and
2. The FTA Nondiscrimination statute's prohibition against discrimination includes: (a) exclusion from participation; (b) denial of program benefits; or (c) discrimination, including discrimination in employment or business opportunity,
3. Except as FTA determines otherwise in writing: (a) General. Follow: (1) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and (2) other applicable Federal guidance that may be issued, but (b) exception for the Tribal Transit Program: FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

1. Prohibit discrimination based on: (a) race; (b) color; or (c) national origin.
2. Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq*., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. pt. 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section A, and
3. Except as FTA determines otherwise in writing, follow: (a) the most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance; (b) United States Department of Justice ("U.S. DOJ"), "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) other applicable Federal guidance that may be issued,

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*.; (b) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a and d. Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing,
2. General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: (1) race; (2) color; (3) religion; (4) sex; (5) disability: (6) age; or (7) national origin; (b) take affirmative action that includes, but is not limited to: (1) recruitment advertising: (2) recruitment; (3) employment; (4) rates of pay; (5) other forms of compensation; (6)selection for training, including apprenticeship; (7) upgrading; (8) transfers' (9) demotions; (10) layoffs; and (11) terminations; but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".
3. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. DOL, the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. ch. 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

D. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows:

1. Requirements. The Recipient agrees to comply with: (a) § 1101(b) of MAP-21, 23 U.S.C. § 101 note; (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. pt. 26; and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a;
2. Assurance. As required by 49 C.F.R. § 26.13(a) and (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year

must: (1) have a DBE program meeting the requirements of 49 C.F.R. pt. 26; and (2) implement a DBE program approved by FTA; and

3. Establish an annual DBE participation goal.

Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. pt. 26, the Recipient provides assurance thathe Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. pt. 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. pt. 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. pt. 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. pt. 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*.;

4. Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. pt. 26 under MAP-21 and previous legislation.

E. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (a Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. pt. 25, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

F. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

1. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age;
2. U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. pt. 1625, which implements the ADEA,
3. The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds;
4. U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. pt. 90, which implements the Age Discrimination Act of 1975; and
5. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

G. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

1. Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities; (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities. Titles I, II, and III of the ADA apply to FTA Recipients. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer;" (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and (e) other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities;
2. Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. pt. 37; (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. pt. 27; (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. pt. 39; (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. pt. 1192 and 49 C.F.R. pt. 38; (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. pt. 35; (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. pt. 36; (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. pt. 1630; (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. pt. 64, Subpart F; (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. pt. 1194; and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. pt. 609; and

3. Other applicable Federal civil rights and nondiscrimination guidance.

H. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

1. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*;

2. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*; and
3. The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

I. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

1. Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note; and
2. U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087 (Dec. 14, 2005).

J. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:
1. Comply with other applicable Federal nondiscrimination laws and regulations, and
2. Follow Federal guidance prohibiting discrimination.

K. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

S. Breaches and Dispute Resolution

All contracts over $100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Bidder mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon Bidder and Bidder shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, Bidder 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 therefore shall be made in writing to such other party within ten days 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 recipient and Bidder 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 residing State.

Rights and Remedies - 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 recipient or Bidder 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.

T. Disadvantaged Business Enterprise

Contracts over $3,000 awarded on the basis of a bid or proposal offering to use DBEs

1. This contract is subject to the requirements of 49 C.F.R. pt. 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 percent. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

2. The Bidder shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 C.F.R. pt. 26 in the award and administration of this contract. Failure by the Bidder 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 municipal corporation deems appropriate. Each subcontract the Bidder signs with a subcontractor must include the assurance in this paragraph (*see* 49 C.F.R. § 26.13(b)).

3. If a separate contract goal has been established, 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 C.F.R. § 26.53.

4. If no separate contract goal has been established, the successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

5. The Bidder 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 Bidder's receipt of payment for that work from the recipient. In addition, the Bidder may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and Bidder's receipt of the partial retainage payment related to the subcontractor's work. **General Term and Condition 10.B, Payment to**

Subcontractors, requires that Bidder pay its subcontractors performing work related to this contract within seven days, which is more stringent. Section 10.Band shall supersede the 30-day requirement stated above.

6. The Bidder must promptly notify the recipient 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 Bidder 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 recipient.

U. Prompt payment

Applicability – All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The prime Bidder agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime Bidder agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts. **General Term and Condition 10.B, Payment to Subcontractors, requires that Bidder pay its subcontractors performing work related to this contract within 7 days, which is more stringent, and shall supersede the 30 day requirement stated above.**

V. Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by U.S. DOT, whether or not expressly stated in the preceding contract provisions. All U.S. DOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 Bidder shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

W. Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

X. Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Bidder shall comply with the requirements of 49 U.S.C. 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Y. Conformance with ITS National Architecture

Bidder shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 (Jan. 8, 2001) *et seq.*, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Z. Access Requirements for Persons with Disabilities

Bidder shall comply with 49 U.S.C. 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Bidder shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

AA. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, Bidder shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

BB. Interest of Members or Delegates to Congress

No members of, or delegates to, the U.S. Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

CC. Ineligible Bidders and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible Bidders for federally-assisted contracts shall be ineligible to act as a subcontractor for Bidder pursuant to this contract. If Bidder is on the Comptroller General's list of ineligible Bidders for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

DD. Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

EE. Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Bidder shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Bidder shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract.

FF. Real Property

Any contract entered into shall contain the following provisions: Bidder shall at all times comply with all applicable statutes and U.S. DOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 C.F.R. §§ 18.31-18.34, 49 C.F.R.§§ 19.30-19.37, 49 C.F.R. pt. 24 MAP-21, 49 C.F.R. pts. 18 or 19, 49 U.S.C. § 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract.

GG. Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087 (Dec. 14, 2005).

HH. Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 (April 15, 1997), and (3) the most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

II. Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the

Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. ch. 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

JJ. Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

KK. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non -federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non-Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in § 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

LL. Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

MM. CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

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Federal Certifications

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CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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 agency, a Member of Congress, and 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.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

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, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name_____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. pt. 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. pt. 180,

2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

FTA, GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 C.F.R. pt. 1200 and 2 C.F.R. pt. 180 if it:

1. Equals or exceeds $25,000,
2. Is for audit services, or
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier Bidder and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 C.F.R. pts. 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

    a. Debarred from participation in its federally funded Project,
    b. Suspended from participation in its federally funded Project,
    c. Proposed for debarment from participation in its federally funded Project,
    d. Declared ineligible to participate in its federally funded Project,
    e. Voluntarily excluded from participation in its federally funded Project, or
    f. Disqualified from participation in its federally funded Project, and

h. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Sub-recipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Bidder _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Bidder's Authorized Official _____

BUS TESTING CERTIFICATION

The undersigned Bidder [Bidder/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 C.F.R. pt. 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

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 U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. pt. 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer in accordance with federal law.

_____

Name of Bidder/Company Name

_____

Type or print name

_____

Signature of authorized representative

_____

Signature of notary and SEAL

Date of Signature: _____/_____/_____

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PRE-AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

BUY AMERICA REQUIREMENTS

Bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If Bidder certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. 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.

C. Solicitation Specification Requirements: Bidder shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Bidder shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by 49 C.F.R. pt. 663 – Subpart B,

_____

(the recipient) is satisfied that the buses to be purchased,

_____ (number and description of buses) from

_____

_____ (the manufacturer), meet the requirements of § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst_____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

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PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 C.F.R. pt. 663 – Subpart B,

_____ (the

recipient) certifies that the buses to be purchased,_____

_____ (number and description of buses)

from_____(the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 C.F.R. pt. 663 – Subpart D,

_____

_____(the recipient) certifies that it received, at the

pre-award stage, a copy of _____'s (the manufacturer) self-certification information stating that the buses,

_____ (number and description of buses),will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 C.F.R. pt.571.

Date: _____

Signature: _____

Title: _____

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PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

71 ed. Reg. 14117 (Mar. 21, 2006), as amended at 72 Fed. Reg. 53698 (Sept. 20, 2007); 74 Fed. Reg. 30239 (June 25, 2009)

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

A. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

B. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

   1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and

   2. The location of the final assembly must take place in the United States (49 C.F.R. § 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

A. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

B. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder in accordance with the requirements in 49 C.F.R. § 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION
As required by 49 C.F.R. pt. 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 C.F.R. pt. 571.

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The Bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Company_____

Name_____Title_____

Signature _____Date _____

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR) Contd.

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The Bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C.§ 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. § 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Company_____

Name_____Title_____

Signature _____Date _____

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ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION
(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION
(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 C.F.R. pt. 663-Subpart C, the

_____
(Recipient's name)
Certifies that a resident inspector,

_____
(Name of inspector)

was at _____ (the manufacturer's) manufacturing site during the period of manufacture of the buses, _____ _____ (description of buses). The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION
(Rolling Stock Procurements for more than 20 vehicles for areas <200,000 in population)

As required by 49 C.F.R. pt. 663-Subpart C, the

_____
(Recipient's name)
certifies that a resident inspector,

_____
(Name of inspector)

was at _____ (the manufacturer's) manufacturing site during the period of manufacture of the buses, _____ _____ (description of buses). The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature: _____ Date ___/___/___

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Title: _____

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each Bidder for this contract must certify that it has complied with the requirements of 49 C.F.R. § 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:
I hereby certify, for the Bidder named below, that it has complied with the provisions of 49 C.F.R. § 26.49 and that I am duly authorized by said Bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____

Date ___/___/___

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

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Post Delivery Certifications

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POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

POST DELIVERY AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT

A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 C.F.R. § 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 C.F.R. § 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 C.F.R. § 663.41 or 49 C.F.R. § 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

A. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under §§ 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

B. The recipient is satisfied that the rolling stock received meets the requirements of §§ 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone
other than the manufacturer or its agent documentation provided by the manufacturer which lists:

1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

A. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:

1. Provide accurate records of all vehicle construction activities; and
2. Address how the construction and operation of the vehicles fulfills the contract specifications.

B. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

C. For procurements of:

1. Ten or fewer buses; or
2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

A. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

B. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 C.F.R. pt. 571, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT) Cont.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the Bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

*Agency*_____

*Name*_____*Title*_____

*Signature*_____*Date*_____

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

The recipient hereby certifies that it has reviewed and determined the Bidder or offeror cannot comply with the requirements of 49 U.S.C. § 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C.§ 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

*Agency*_____

*Name*_____*Title*_____

*Signature*_____*Date*_____

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POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

POST DELIVERY AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT

A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 C.F.R. § 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 C.F.R. § 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 C.F.R.§ 663.41 or 49 C.F.R.§ 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

A. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

B. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

A. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:

1. Provide accurate records of all vehicle construction activities; and
2. Address how the construction and operation of the vehicles fulfills the contract specifications.

B. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

C. For procurements of:

1. 10 or fewer buses; or
2. Procurements of 20 vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

A. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

B. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 C.F.R. pt. 571, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR) Cont.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The Bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C.§ 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

*Company*_____

*Name*_____*Title*_____

*Signature*_____*Date*_____

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

The Bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. §. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. § 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

*Company*_____

*Name*_____*Title*_____

*Signature*_____*Date*_____