

**COLORADO MOUNTAIN PURCHASING CONSORTIUM
REQUEST FOR PROPOSAL FOR
PROJECT NO. CMPC-14-BOC-RFP**

CUTAWAY CHASSIS TYPE TRANSIT VEHICLES

**Colorado Mountain Purchasing Consortium
RAE Consultants, Inc.
2212 West Platte Avenue
Colorado Springs, CO 80904
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March 5, 2014

PUBLIC NOTICE
Eagle County RTA on behalf of the
Colorado Mountain Purchasing Consortium (CMPC)

Request For Proposal (RFP) No. CMPC-14-BOC-RFP

CUTAWAY CHASSIS TYPE TRANSIT VEHICLES

Notice is hereby given that the CMPC is seeking proposals for the following equipment:

Description:	Standard Cutaway Chassis Type Transit Vehicles – 5 Years
Solicitation Documents:	RFP Packages are available online at http://www.eaglecounty.us/rfp or by email at ann@raeconsultants.com
Pre-Proposal Meeting:	Wednesday, March 26 th , 2014; 10:00 am MDT; Online via GoTo Meeting, no RSVP required. Web link: https://global.gotomeeting.com/join/114870941 Audio via Conference Line: (626) 521-0014 Access Code: 114-870-941
Written Questions / Requests for Deviations/ Approved Equals Due:	Wednesday, April 9th, 2014 - 5:00 pm MDT
Response to Proposer Communication and/or Addenda Issued:	Friday, April 25th, 2014 – 5:00 PM MDT
Proposal Submission Deadline:	Monday, May 12 th , 2014 - 5:00 PM MDT

Notice to all bidders is hereby provided, that in accordance with State and Federal laws, the CMPC will ensure that Disadvantaged Business Enterprises (DBEs) are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement.

Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. As an equal opportunity employer, Eagle County prohibits discrimination on the basis of race, creed, color, religion, age, sex, disability, marital status, sexual orientation, political affiliation, or national origin.

The CMPC reserves the right to accept or reject any and all proposals submitted.

**COLORADO MOUNTAIN PURCHASING CONSORTIUM
REQUEST FOR PROPOSAL FOR PROJECT NO. CMPC-14-BOC-RFP Schedule
CUTAWAY CHASSIS TYPE TRANSIT VEHICLES**

EVENT	DATE
RFP Issued and Advertised	Wednesday, March 5, 2014
Pre-Proposal Meeting	10:00 AM, Wednesday, March 26, 2014
Proposer Questions/Deviations/AE Due	5:00 PM, Wednesday, April 9, 2014
CMPC Issued Addenda	5:00 PM, Friday, April 25, 2014
Proposal Submission Deadline	5:00 PM, Monday, May 12, 2014
Notification of Award to Proposers(s)	Approximately June 9, 2014

PROPOSAL # CMPC-14-BOC-RFP

**SOLICITATION INSTRUCTIONS, GENERAL REQUIREMENTS & CONDITIONS,
CONTRACTUAL PROVISIONS**

SOLICITATION INSTRUCTIONS

1.1 SCOPE AND QUANTITIES

The Colorado Mountain Purchasing Consortium (CMPC), lead by a program administrator hired by the Eagle County RTA, requests proposals for the manufacture and delivery of accessible cutaway chassis type transit/paratransit vehicles under a joint procurement in accordance with the terms and conditions set forth in RFP No. CMPC-14-BOC-RFP. The Contract for each order placed in this procurement shall be a firm-fixed price contract.

The purpose of this joint procurement is to procure Accessible Transit/Paratransit Cutaway Chassis Type Vehicles. The CMPC is procuring vehicles on behalf of ten (10) participating agencies: Eagle County RTA – ECO Transit; City of Greeley – Greeley/Evans Transit; Mesa County RTPO – Grand Valley Transit; Roaring Fork Transportation Authority (RFTA); Town of Snowmass Village – Village Shuttle; City of Aspen; Disability Services Inc. – Amblicab Transportation; All Points Transit; City of Durango – Durango Transit; and Seniors’ Resource Center. The agencies shall be referred to as the CMPC for the purposes of this RFP. Following contract award, Eagle County RTA and the CMPC program administrator shall coordinate all contract administration duties. However, each agency shall work directly with the selected vendor(s) when ordering vehicles.

The procurement shall be in effect for five (5) years from the date of contract award. Vehicles shall be available to procure for the duration of the five-year term.

Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), and/or the State of Colorado, Colorado Department of Transportation (CDOT), as well as other sources of local and state public funding.

This is a five-year solicitation for purchase of the following quantities of vehicles for model years 2015 through 2019, with the understanding that the proposer can still propose a 2014 model year chassis if readily available from the manufacturer. Proposal Quantities for the consortium purchasing agencies are provided as follows.

Small-Medium Light Duty Cutaway

Purchasing Agency	June – Dec. 2014	CY 2015	CY 2016	CY 2017	CY 2018	Jan. – June 2019
All Points Transit	0	2	1	2	1	1
City of Aspen	0	4	0	0	0	4
City of Durango	2	2	2	2	2	2
City of Greeley	4	1	0	1	3	4
DSI / Amblicab	2	2	1	1	1	1
Eagle County	0	1	0	1	0	0
RFTA	3	5	4	5	5	4
Seniors' Resource Center	2	2	2	2	2	2
Town of Snowmass	2	1	1	2	1	2
Total	15	20	11	16	15	20

Large Heavy Duty Cutaway

Purchasing Agency	June – Dec. 2014	CY 2015	CY 2016	CY 2017	CY 2018	Jan. – June 2019
Eagle County	3	1	0	0	0	0
Mesa County	5	10	5	5	5	5
RFTA	1	0	1	0	0	1
Total	9	11	6	5	5	6

These numbers reflect the immediate and foreseeable needs of agencies within Colorado and were determined by using the most recent federal and state funding award lists and Consortium agencies' vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be

assigned to other public transit or human service transportation agencies in Colorado if the purchasing agency no longer needs the vehicle order specified in **Appendix A and B** of this solicitation.

The Purchasers will be allowed to purchase the vehicles specified in **Appendix A and B** as long as current production year chassis' are still available from the manufacturer or suppliers, under the same terms and conditions stated in this initial Purchasing Agreement.

Following award of the initial model production year, the CMPC will have an option to extend the Purchasing Agreement for four years, to equal a five-year purchasing agreement (June 2014 through June 2019). Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the CMPC Program Administrator. The Contractor may request an increase in the second stage production costs after, or in conjunction with, the chassis increase request being received by the CMPC Program Administrator. CMPC will compute the second stage costs utilizing the formula explained in **Exhibit 4: FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION**. A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Recomp month as described in **Exhibit 4**.

Each proposal shall be submitted with the understanding that acceptance in writing by any Purchaser of the offer to furnish any or all of the units therein, shall constitute a contract between the Proposer and that Purchaser only, and implies no duties or responsibilities on the part of the CMPC or the Colorado Department of Transportation (CDOT). The terms and conditions of said contract are to be administered and enforced by and between the Purchaser and the Proposer. The Purchaser is responsible for: providing the dealer with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement. CDOT and the CMPC are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services; conduct production line and/or dealer inspections and intercede on behalf of the Purchasers.

1.2 PROPOSAL REQUIREMENTS

Program Administrator Contact

Ann Beauvais
CMPC Program Administrator
RAE Consultants, Inc.
2212 West Platte Avenue
Colorado Springs, CO 80904
Email: ann@raeconsultants.com
Telephone: 719-447-7623

Obtaining Proposal Documents

The RFP Package can be obtained online at <http://www.eaglecounty.us/rfp> or by email at: ann@raeconsultants.com

Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on Wednesday, March 26th, 2014; 10:00 am MDT; Online via GoTo Meeting, no RSVP required, no in person meeting will be held due to varying CMPC partner locations across the state. **Web link:** <https://global.gotomeeting.com/join/114870941> ; **Audio via Conference Line:** (626) 521-0014; Access Code: 114-870-941. Prospective proposers are urged to make every effort to attend this meeting.

Prospective proposers are requested to submit written questions to the CMPC Program Administrator, identified above, by email in advance of the Pre-Proposal Meeting. Questions may be submitted up to two days before the pre-proposal meeting. Responses will be shared with all prospective proposers. Prospective proposers are reminded that any changes to the RFP will be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the CMPC.

Questions, Clarifications and Omissions

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the CMPC Program Administrator identified above. Unless otherwise instructed by the Program Administrator, proposers and their representatives shall not make any contact with or communicate with any member of the CMPC, or its employees and consultants, other than the designated CMPC Program Administrator, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in RFP schedule, proposers may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the RFP, or any addenda to the RFP. Requests may

include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the CMPC Program Administrator using the form provided in **Exhibit 5: QUESTION/REQUEST FOR DEVIATION / APPROVED EQUAL FORM**. Any request for a change to any requirement of the solicitation documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the RFP, without a substantial increase in cost or time requirements.

All responses to Request for Deviations or Approved Equals shall be provided to all prospective proposers. Any response that is not confirmed by a written addendum shall not be official or binding on the CMPC.

Addenda to RFP

The CMPC reserves the right to amend the RFP at any time in accordance with RFP Procurement schedule. Any amendments to the RFP shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective proposers shall acknowledge the receipt of each individual addendum in their proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

If the CMPC determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed no fewer than ten (10) days from the date of issuance of addenda or by the number of days that the CMPC determines will allow proposers sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

Proposal Submission

In accordance with the terms and conditions set forth below, sealed proposals three (3) original and one electronic (1) copy on flash drive, shall be submitted to:

**Ann Beauvais
CMPC Program Administrator
RAE Consultants, Inc.
2212 West Platte Avenue
Colorado Springs, CO 80904**

Hard copy proposals should be prepared on double-sided 8 ½ x 11 inch paper in at least 11 point font. Use of 11 x 17 inch foldout sheets for large tables, charts or diagrams is permissible but should be limited. Elaborate formatting is not necessary. Do not provide promotional or advertising information, unless this information is requested and/or necessary to support the technical submittal.

Proposers are to complete the required forms, to include noted deviations to the specifications in Appendix A and B, electronically. Forms are provided as fillable PDF forms and should be completed as such.

Envelopes or boxes containing proposals shall be sealed and clearly labeled with the proposal number and submitted in accordance with the solicitation instructions in Part 1 of the RFP documents.

Proposals will be received until **5:00 P.M. MDT on Monday, May 12, 2014**. Any proposal received after that time will not be considered and will be returned to the proposer unopened. All labor, equipment, and materials shall be furnished in strict accordance with the conditions of the Purchasing Agreement documents. The vehicles shall fulfill all of the requirements defined in **Appendix A: Small-Medium Cutaway Vehicle Specifications and Appendix B: Large Heavy Duty Cutaway Vehicle Specifications**, including addenda thereto. Compliance with these requirements shall be in accordance with the procedures defined in **Part 2: Quality Assurance Provisions**. The Contractor shall accept the warranty provisions covering the vehicles as defined in **Part 3: Warranty Provisions**.

Validity of Proposals

Proposals and subsequent offers shall be valid for a period of 90 days after submission.

Proposal Terms and Conditions

Any contract resulting from this solicitation shall include the following that are incorporated herein:

Part 1 – Solicitation Instructions, General Requirements & Conditions, Contractual Provisions, Price Sheets

Part 2 - Quality Assurance Provisions

Part 3 - Warranty Provisions

Appendix A – Small-Medium Cutaway Vehicle Specifications

Appendix B – Large Heavy Duty Cutaway Vehicle Specifications

Purchases will be made as funding becomes available either locally, at the state level or at the national level. All purchases are subject to funding availability and executed state contracts for associated state or federal funding.

The purchasing agencies are allowed to cancel any portion of the quantities specified in a given model year due to the unavailability of funds. Quantities may be transferred then to a subsequent model year to allow for purchase of the specified amount of vehicles for a given agency as funds become available or assigned to another public transit or human service transportation agency in Colorado as applicable.

1.3 PROPOSER REVIEW / PROTEST PROCEDURES

- a. A pre-proposal meeting will be required for this contract and will be held at 10:00 a.m. MST on March 26, 2014 online via a GoTo Meeting webinar. Web link: <https://global.gotomeeting.com/join/114870941> Audio via Conference Line: Dial +1 (626) 521-0014; Access Code: 114-870-941
- b. Any person adversely affected by this solicitation shall file with Kelley Collier, Contract Administrator, ECO Transit, PO Box 1070, Gypsum, CO, 81637, a Notice of Protest, in writing, at least 15 calendar days prior to the date on which proposals are to be received. Protests will be considered and responded to in writing prior to the proposal due date of May 12, 2014. If the protest is sustained, the proposal due date may be delayed and an addendum issued to modify the due date or cancel the solicitation. If the protest is denied, the proposal due date is upheld and submissions will be required as originally scheduled.
- c. Any person adversely affected by a decision in connection with this solicitation shall file a Formal Written Protest, in writing, within 10 calendar days of receipt of the decision with the CMPC Program Administrator. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- d. Upon receipt of a formal written protest that has been timely filed, the CMPC Program Administrator shall stop the proposal solicitation process or the Purchasing Agreement award process until the subject of the protest is resolved by mutual agreement or by final action of Eagle County Government.
- e. The CMPC Program Administrator shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 working days of receipt of a formal written protest. If the protest is not resolved by mutual agreement within 7 days the CMPC Program Administrator and/or the protestor shall refer the protest to: Kelley Collier, ECO Transit Director of Transportation, Eagle County RTA, PO Box 1070, Gypsum, CO, 81637.
- f. Eagle County Government will review the protest, and the CMPC Program Administrator's decision, and either concur or reverse the decision in writing within seven (7) working days.

1.4 PREPARATION OF PROPOSALS / FORMAT REQUIREMENTS

Each proposal shall be made only on the forms provided and in accordance with procedures delineated below. Each complete proposal shall be enclosed in a sealed envelope or box capable of holding Envelope 1, Technical Proposal, and Envelope 2, Price Proposal, with the name and address of the proposer

marked on the outside. All blank spaces in the proposal attachments must be filled in and no changes shall be made to the wording.

Each proposal for each vehicle / class offered shall consist of **three (3)** separate envelopes. **Envelope number 1, Technical Proposal**, shall contain the technical specifications of the proposed vehicle. This envelope will also include the items identified in **Exhibit 1: TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS** of this solicitation. Envelope number 1 shall be plainly marked with the company name and the words "Technical Proposal" and "Envelope Number 1."

Envelope number 2, Price Proposal, shall contain proposal forms A, B, C and D, identified in **Exhibit 2: PRICE PROPOSAL FORMS**. Envelope number 2 shall be plainly marked with the company name and the words "Price Proposal" and "Envelope Number 2."

Envelope number 1, technical proposal, and Envelope number 2, price proposal, shall be placed inside **Envelope (or box) number 3**. Envelope (or box) number 3 shall be plainly marked with the company name and the words "Envelope (or box) Number 3," along with identifying which type / class of vehicle is being proposed.

1.5 PROPOSAL POSTPONEMENT AND AMENDMENT

The CMPC Program Administrator reserves the right to revise or amend the specifications up to the time set for the opening of the proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers.

If the revisions and amendments require changes in quantities or price offered, or both, the date set for opening the proposals may be postponed by such number of days as in the opinion of the CMPC Program Administrator shall enable proposers to revise their proposals. In any case, the proposal opening shall be at least no fewer than ten (10) days after the last addendum, and the addenda shall include an announcement of the new date, if applicable, for opening proposals.

1.6 PROPOSAL REJECTION

The CMPC Program Administrator reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers, or to reject, for good and compelling reasons, any and all proposals submitted.

1.7 SUBMISSION OF SINGLE PROPOSAL

If only one proposal is submitted in response to this Request for Proposals, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed on the cost proposal in

order to determine if the price is fair and reasonable.

1.8 WITHDRAWAL OF PROPOSAL

After the proposals are opened, the proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal submission; however, proposals may be modified or withdrawn by the proposer's authorized representative in person or by written notice. If the proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received in the office designated in **Paragraph 1.2** no later than the exact date/time for the proposal opening.

1.9 AWARD PROCEDURE

Within thirty (30) calendar days after completing successful negotiations, the CDPC Program Administrator and ECO Transit administrator shall accept the final pricing and technical submissions submitted by the successful proposer and shall deliver executed Purchasing Agreement documents within fifteen (15) calendar days after the final acceptance. Delivery of the Purchasing Agreement documents shall be determined by the Contractor's signature on the return receipt request.

1.10 PROPOSER QUALIFICATION

The proposer must be a person, firm, or corporation that:

- a. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.
- b. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
- c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the vehicle.
- d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Buy America (49 CFR 661), Bus Testing, and the Americans with Disabilities Act.
- e. Has the ability to certify by completing Certification of Compliance with Disadvantaged Business Regulations Form that acknowledges that this procurement is subject to the provisions of 49 CFR Section 23 .67.
- f. Has a current in-plant Quality Assurance Program and "fully meets" the OEM body-builders program requirements.

1.11 BASIS FOR AWARD

The CMPC shall use a Request for Proposal format for this procurement. The Purchasing Agreement shall be awarded to the proposer(s) who is in compliance with the conditions and requirements of this proposal and whose weighted criteria points designate the best value relative to the evaluation criteria discussed in **Section 1.14** of the RFP document.

The CMPC may award to more than one Proposer whose proposal is in compliance with all State and Federal regulations. Awards based on Best Value represent an assessment of the evaluation criteria and scoring, consisting of, but not inclusive of, technical specifications, price, after sales service, warranty and quality control program.

Evaluation will include considerations of previous vendor performance with CDOT and references from current customers.

1.12 EVALUATION PROCESS FOR PROPOSALS

The CMPC shall employ evaluation criteria in determining the award of this Purchasing Agreement. These criteria are outlined below under **Paragraph 1.14: EVALUATION CRITERIA**, and are listed in order of importance and value. Although the CMPC is requesting that pricing and technical specifications be separated when submitted, these documents will be reviewed and evaluated concurrently with all other aspects/documents of the proposal. The Purchasing Agreement awarded will be dependent upon the successful Proposer being able to comply with the provisions and requirements of the solicitation in a timely manner. All information to be submitted in the proposal must be correct, complete and verifiable. The proposer may be required to submit supporting documentation on the technical aspects and cost. The CMPC may select a proposal for award without any discussions, negotiations, or requests for any Best and Final Offers (BAFO's). The CMPC Program Administrator expects all proposers to fully cooperate with the evaluation process.

1.13 REVIEW OF PROPOSALS FOR RESPONSIVENESS / PROPOSER RESPONSIBILITY / COMPETITIVE RANGE

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this RFP and if the Proposer is responsible.

A responsive Proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed nonresponsive.

A responsible Proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in the Solicitation. A Proposer's

failure to demonstrate that it is responsible may result in the proposal being rejected.

Any Proposal found to be nonresponsive or Proposer found to be non-responsible instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. The Agency reserves the right to request a Proposer to provide additional information and/or to clarify information. The Agency's determination regarding the responsiveness of a Proposal and the responsibility of a Proposer shall be final.

Once proposal responsiveness and proposer responsibility has been determined, the evaluation of Envelope number 1, Technical Proposal, and Envelope number 2, Price Proposal, shall be conducted together to determine competitive range, and will be an internally consistent evaluation of price and technical factors.

A price evaluation shall be conducted by the CMPC evaluation committee to establish that the proposal is within the competitive range. The technical evaluation will identify those proposals that are responsive to the minimum technical requirements. It will also determine compliance to technical specifications and evaluate features of the proposed vehicle using established criteria.

Offerors of any proposals that have been determined to not be in the competitive range, and cannot reasonably be made to fall within the competitive range, will be notified in writing, including the shortcomings of their proposals, and these proposals will not be subject to the point tabulation method of evaluation described in Paragraph 1.15.

The evaluation process will use a pre-established ranking system.

1.14 EVALUATION CRITERIA

The specifications, as amended through the request for approval or deviation process, and any addenda thereto, set forth the minimum requirements of the vehicle, components, warranty, service, support, and other deliverables required through this procurement.

The award of this Purchasing Agreement shall be made to the offeror whose proposal, in the opinion of the CMPC Proposal Evaluation Committee; best meets the established criteria listed herein. Consideration shall be given to such matters as Contractor integrity, record of past performance, and financial and technical resources. Price shall be a factor in the award decision, although the award may not be made to the proposal with the lowest price. The award will be made to the Proposer who is "most advantageous" with "price and other factors" considered. Technical superiority, warranty, delivery time, service support and training as well as price and technical aspects in order of priority are as follows:

a. TECHNICAL SPECIFICATIONS

Technical specifications are the most important determinant for award. The main design intents of the vehicle specifications are: safety and crashworthiness, environmental tolerability, good ride and springing comfort, long life performance of mechanical and component function and high maintenance of value. Therefore, the CMPC will consider the type of construction used in the bus body, how the cage and sub-floor is designed, and how subcomponent electrical systems are integrated into the OEM wiring system.

b. PRICE

Price is of utmost importance to the CMPC, but not the sole consideration. Price shall be evaluated on its overall relationship to being most advantageous and favorable for the Purchasers. The CMPC will equally weight both the base vehicle and option pricing when evaluating price factors.

c. WARRANTY

The CMPC expects all parties responding to this RFP to meet the warranty criteria outlined in **Part 3**. In addition to the specified warranty criteria, the CMPC will review additional warranties that are offered. Warranties shall be evaluated in terms of longevity, cost, and overall relationship to being most advantageous and favorable for the Purchasers.

d. QUALITY CONTROL PROGRAM

A Quality Control Program is of utmost importance to the CMPC. The CMPC has found that the lack of an effective Quality Control Program negatively impacts our goal of a defect free product. All Proposers should understand that failure to demonstrate an effective Quality Control Program will have a negative impact on their evaluation for this criterion.

e. AFTER SALE SERVICE

All parties should be aware that the CMPC places value on after-sale field service support and quick replacement parts availability. Included with parts availability is whether the Contractor keeps price catalogs current and whether the Contractor pays for the cost of freight. The CMPC will also consider the availability, location, and qualification of the field service support staff.

f. DELIVERY SCHEDULE

The proposer is required to provide information on how promptly units can

be delivered when ordered. It is important to have vehicles built and available to the CMPC members within industry standard timeframes in order to expend grant funds and work with the local, state and federal funding partners in an expeditious manner.

g. TRAINING

The dealer shall provide a vehicle orientation with each vehicle delivered to an agency. If an agency orders more than one (1) unit of identical specifications; the orientation shall be provided on the first unit delivered. The orientation shall be conducted by the dealer for the maintenance and operations supervisory and training personnel. The orientation shall include, but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the OEM
- Function of all controls on the second stage driver control panel
- Identify location of and function of controls of all add-on equipment such as A/C, wheelchair ramp, restraint systems, etc.
- Locate and identify all alarms
- Locate and identify tire pressure ID plate
- Location of battery and how to service

1.15 GUIDELINES FOR EVALUATION CRITERIA

Prior to the opening of proposals, a determination will be made as to the proportional weight assigned to Envelope Number 1, Technical Proposal, and Envelope Number 2, Price Proposal. At the same time, a decision will be made as to the criteria used under Envelope Number 1, Technical Proposal, and its respective value. The proportional weight assignments are not made public. However, the criteria factors are listed in the Request for Proposal under **1.14 Evaluation Criteria**.

In the Evaluation Criteria review of Envelope Number 1, Technical Proposal, a point tabulation method will be established for each criteria with the lowest points designated the worst and the highest points designating the best relative to the criteria. The other proposers in the competitive range will be allotted corresponding points based on the variance from the proposal best meeting the technical specifications. The Evaluation Committee will submit the achieved scores in its recommendation.

The Pricing Review of Envelope Number 2 follows a similar procedure. Using a point tabulation method, the lowest points designate the worst and the highest points designate the best relative to the criteria. The vehicle with the lowest price shall receive the maximum number of points for this factor. The other proposers in the competitive range will be allocated corresponding points based on the variance from the lowest cost submitted. The number of points achieved is then proportionally allotted to the pre-established weight for

Envelope Number 2, Price Proposal.

The weighted scores for Envelope 1, Technical Proposal, and Envelope 2, Price Proposal, are combined to determine the total score for each proposal.

Unless all proposals are rejected, award shall be made to that proposer whose proposal, conforming to the solicitation, will be most advantageous to the Purchasers, price/cost or other factors considered.

A full description of the procurement process is provided herein with the major steps being identified as follows:

1. The CMPC Program Administrator prepares a Request for Proposal (RFP), which includes the technical specifications defining the actual minimum needs and identifies all significant evaluating factors listed in their respective order of importance. For internal reference only, a memorandum to the file is prepared documenting the established criteria.
2. Proposal Evaluation Committee membership is determined by the CMPC Program Administrator. The Proposal Evaluation Committee may be comprised of representatives from purchasing agencies, CDOT, or others determined by the CMPC Program Administrator to be appropriate for involvement in the specific RFP evaluation process.
3. The RFP is issued to known potential proposers and advertised to ensure a high degree of competition.
4. By an established date, the proposer submits proposals for each vehicle type / class in three sealed envelopes, in accordance with **Paragraph 1.4** of this solicitation. Envelope Number 1 includes the technical and contractual proposal, while Envelope Number 2 includes the quoted price and cost data and other relevant information. Envelopes 1 & 2 will be sealed inside Envelope (Box) Number 3.
5. Proposals will not be publicly opened. All proposals will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the Evaluation Committee, and the CMPC Program Administrator will be provided access to the proposals and evaluation results during this period.
6. Proposals are evaluated by the Proposal Evaluation Committee in reference to the prioritized criteria published in the RFP.

NOTE: Only the criteria are published.

7. *No evaluation and/or price comparisons are allowed between proposals. Discussion will not disclose the strengths and weaknesses*

of competing proposals.

8. Recommendation is made to the CMPC Program Administrator for approval.
9. Award of Purchasing Agreement will be dependent upon the required Pre-Award and Buy-America Certification.
10. CDOT approval is obtained, if required.
11. All proposers will be advised in writing of the final decision.

GENERAL REQUIREMENTS AND CONDITIONS

1.16 DELIVERY AND ACCEPTANCE

- a. Completed units are to be delivered to purchaser within the most advantageous time periods as defined in the proposer's proposal, depending on vehicle options and manufacturer.
- b. Upon completion of a Pre-Delivery Inspection by the licensed Colorado dealer who is awarded this Purchasing Agreement, that dealer will be required to deliver the vehicles to the purchaser. The dealer shall notify the purchaser a minimum of 48 hours in advance to arrange a delivery time.
- c. Failure to coordinate delivery may result in delay of vehicle being "signed for" as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.
- d. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.
- e. The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery, as identified in **Appendix A and B**, shall include:

A copy of the Manufacturer's Certificate of Origin
Application for Certificate of Title
Bill of Sale
Warranty Papers (forms, procedures)
Operators' and Maintenance manuals
Invoice (To include contract number, P.O. number, VIN#, and agency name)
Weight Slip

- f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. **Exhibit 3: Vehicle Delivery Checklist** contains a list of the minimum required items at delivery.
- g. Delivery to Purchaser is to be completed within ten (10) business days of receipt of vehicle at Contractor's site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common

carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s), unless an exception is approved by the purchasing agency. Under NO circumstances are tow vehicles to be attached to any buses.

- h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.
- i. All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.
- j. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- k. If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.
- l. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Contractor, stating areas found to be in non-compliance with the proposal specifications, within ten (10) business days from receipt of vehicle(s). Placing any new vehicle into revenue service will automatically constitute acceptance of vehicle by Purchaser. However, a Letter of Acceptance should still be sent to the Contractor prior to placing vehicle into revenue service.
- m. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

1.17 FEDERAL AND STATE TAX

The Purchaser's are exempt from payment of Federal Excise Tax and Colorado State Tax. Said taxes must not be included in the proposal price. Any other sales tax, use tax, imports, revenues, excise or other taxes which may now or hereafter be imposed by Congress, by the State, or any political subdivision thereof and applicable to the sale and delivery of the product as a result of this proposal, and which by terms of the tax law, may be passed directly to a Purchaser, will be paid by the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

1.18 IN-PLANT / ON-LINE INSPECTIONS

The CMPC reserves the right to perform an in-plant / on-line inspection of any vehicles procured as a result of this proposal. If any defective or non-compliance items are found during the on-line inspection, the CMPC may choose to perform subsequent on-line inspections at a date agreeable to both parties.

1.19 INDEMNIFICATION

Proposer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

1.20 MOTOR VEHICLE SAFETY STANDARDS

All vehicles covered by these specifications shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration. The manufacturer must include in their proposal package, either a letter stating the information that will be provided on the FMVSS sticker or a letter stating that the vehicles are not subject to FMVSS. In the event there are changes in the Federal Motor Vehicles Safety Standards between date of proposal and date of manufacture, any new requirements applicable at time of manufacture will be considered separately and the price for same determined by mutual agreement. In granting this, the Contractor is not relieved of the responsibility of providing the Purchaser with all available information relative to the engineering structure, and design change so affected and the impact (if any) these changes may have on the durable-useful life and attractive appearance of the vehicle to be provided per these specifications.

1.21 LIQUIDATED DAMAGES

In the event of delay in completion of the delivery of vehicles beyond the date specified, in addition to any granted extensions agreed to in writing by the Purchaser, any affected Purchaser shall assess as liquidated damages, one hundred dollars (\$100.00) per calendar day per vehicle.

1.22 PARTS AVAILABILITY

A supply of replacement parts for the vehicles specified must be guaranteed by the Contractor for a seven-year period from date of purchase.

1.23 ALTOONA TEST

Either a final report from the Altoona Bus Testing Center or documentation from the Federal Transit Administration stating that the vehicles are not required to undergo Altoona testing must be submitted with each proposal.

1.24 TITLING VEHICLES

Unless specified otherwise, Vehicles shall be titled to the Purchaser. In some cases, the Colorado Department of Transportation may be required to be listed as lienholder. If that is the case, the Contractor shall be notified at the time of purchase.

The Contractor shall be responsible for providing 60-day temporary tags, the Bill of Sale, Certificates of Origin, and all other required documentation so that the Purchaser can license and title the vehicle upon acceptance.

CONTRACTUAL PROVISIONS

1.25 FEDERAL TRANSIT ADMINISTRATION FUNDING

Any contract resulting from the proposal submitted is subject to financial reimbursement by the Federal Transit Administration. Accordingly, federal requirements may apply to that contract and if those requirements change then the changed requirements shall apply as required.

1.26 INCLUSION OF PROVISIONS

All provisions stated in this Request for Proposal and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the Purchaser(s) and the successful proposer.

1.27 REQUIREMENTS OF PROPOSERS

a. Compliance With Regulations

The successful proposer, hereinafter called the Contractor, shall comply with regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), as incorporated by reference and made a part of this Purchasing Agreement.

b. Nondiscrimination

The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.

c. Equal Employment Opportunity

In connection with the execution of this Purchasing Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or

other forms of compensation; and selection for training, including apprenticeship.

d. Solicitations From Subcontracts, Including Procurement of Materials And Equipment

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this proposed Purchasing Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

e. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and its facilities as may be determined by the Proposal Administrator to be pertinent to ascertain compliance with said regulations, orders, and instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Proposal Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

f. Sanctions For Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the Purchaser shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the Contractor until compliance; and/or
- (2) Cancellation, termination, or suspension of the Purchasing Agreement, in whole or in part.

1.28 BUY AMERICA

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a

general waiver. General waivers are listed in 49 CFR 661.7, 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 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% 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.

1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this Purchasing Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.30 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 CLEAN WATER

- a. The Contractor agrees to 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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.32 BUS TESTING

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

1.33 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

- b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor 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 contracted buses will not be subject to FMVSS regulations.

1.34 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352, AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995, P.L. 104-65 [TO BE CODIFIED AT 2 U.S.C. § 1601, ET SEQ.]

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 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.

1.35 ACCESS TO RECORDS AND REPORTS

The following access to records and reports requirements applies to this Purchasing Agreement:

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5339 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized

representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5339 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- d. Where any Purchaser which is the FTA Recipient or a sub-grantee of the 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 proposing, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three (3) years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the US Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

1.36 FEDERAL CHANGES

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

1.37 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.38 FLY AMERICA

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages** - The purchaser(s) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Purchasing Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent

claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.42 TERMINATION

- a. The Purchasers may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the Purchaser's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the Purchaser. If the contractor is in possession of any of the Purchaser's property, the contractor shall account for same, and dispose of it as the Purchaser directs.
- b. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CMPC may terminate this Purchasing Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- c. If it is later determined by the CMPC that the Contractor 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 the Contractor, the CMPC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- d. The CMPC in its sole discretion may, in the case of a termination for breach or default, allow the contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If the contractor fails to remedy to the Purchaser's satisfaction the breach or default or any of the terms, covenants, or conditions of this Purchasing Agreement within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Agreement without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against the contractor and its sureties for said breach or default.
- e. In the event that the Purchaser elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Purchasing Agreement, such waiver by the Purchaser shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Purchasing Agreement.

1.43 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Purchaser. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.44 Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any

contract:

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.45 CIVIL RIGHTS

The following requirements apply to the underlying contract:

The Contractor 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. Specifically:

- a. Nondiscrimination in Federal Public Transportation Programs. The Contractor 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.
- Nondiscrimination – Title VI of the Civil Rights Act. The Contractor 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. part 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) 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.

- b. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Contractor 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 Contractor 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, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (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. chapter 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.
- c. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Contractor 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 Contractor agrees to comply with: (a) Section 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. part 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), the Contractor provides assurance that: The Contractor 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. part 26. The Contractor shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Contractor's DBE

program, as required by 49 C.F.R. part 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 Purchaser of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 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.

- d. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.
- e. Nondiscrimination on the Basis of Age. The Contractor 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. part 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. part 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.
- f. Nondiscrimination on the Basis of Disability. The Contractor 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, (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. part 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. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with

Disabilities: Passenger Vessels," 49 C.F.R. part 39, 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. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

- g. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Contractor 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.
- h. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Contractor agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- i. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.46 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Purchasing Agreement which are not resolved by agreement of the parties shall be decided by Eagle County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Eagle County. In connection with such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Eagle County shall be binding upon the Contractor and the Contractor shall abide by the decision.

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 a reasonable time after the first observance of such injury or damage.

Unless this Purchasing Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the CMPC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Colorado.

The duties and obligations imposed by the contract documents and the rights and remedies available hereunder 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 CMPC or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the CMPC that Disadvantaged Business enterprises as defined in 49 CFR 26.49 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR 26.49 applies to this agreement.

The CMPC Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR 26.49 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Purchasers, or their Contractors, shall take all necessary and reasonable steps in accordance with 49 CFR 26.49 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The CMPC Program Administrator on behalf of the Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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 CFR 26.53.

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.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor 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 contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor 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 contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

1.48 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the USDOT, as set forth 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

EXHIBITS

LIST OF EXHIBITS

1. Required Forms / Certifications
2. Price Proposal Forms / Payment Terms
3. Vehicle Delivery Checklist
4. Formula for Price Escalation
5. Question / Request for Deviation / Approved Equal Form

EXHIBIT 1

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS

THE ITEMS LISTED BELOW SHALL BE INCLUDED IN ENVELOPE NUMBER 1,
TECHNICAL PROPOSAL:

1. PROPOSAL ACKNOWLEDGMENT
2. PROPOSERS RESPONSE TO TECHNICAL SPECIFICATIONS (to include acknowledgement and/or deviations to specifications by providing completed Appendix A and B specification documents.)
3. DESCRIPTION OF PROPOSED VEHICLE (INCLUDING PICTURES)
4. TECHNICAL DRAWINGS AND DETAILED DESCRIPTION OF BUS BODY DESIGN
5. DESCRIPTION OF AFTER SALE SERVICE SUPPORT
6. DESCRIPTION OF WARRANTY PROGRAM
7. DESCRIPTION OF HOW MANUFACTURER ENSURES QUALITY
8. PRODUCTION AND DELIVERY SCHEDULE
9. VEHICLE QUESTIONNAIRE
10. VENDOR SERVICE AND PARTS SUPPORT
11. ACKNOWLEDGEMENT OF ADDENDA
12. STANDARD ASSURANCES
13. BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS
14. BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT
15. FTA BUS TESTING CERTIFICATION
16. LOBBYING CERTIFICATION
17. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION
18. FMVSS - MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION
19. TITLE VI CIVIL RIGHTS CONTRACTOR AGREEMENT
20. CERTIFICATION OF COMPLIANCE WITH THE ADA
21. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION

22. LIST OF TRANSIT SYSTEM REFERENCES WITH CONTACT INFORMATION

***NOTE: PROPOSERS MUST USE THE FORMS PROVIDED. FAILURE TO DO SO WILL
RESULT IN A NON-RESPONSIVE PROPOSAL.***

Colorado Mountain Purchasing Consortium

CMPC CONTRACT PROPOSAL #CMPC-14-BOC-RFP

1. PROPOSAL ACKNOWLEDGMENT

The undersigned, as proposer, hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Date _____

Signature_____

Company Name_____

Title_____

**9. VEHICLE QUESTIONNAIRE (FILL OUT AS NECESSARY FOR EACH
CLASS OF VEHICLE SUBMITTED FOR REVIEW)**

Bus Vendor	_____
Bus Manufacturer	_____
Bus Model Number	_____
Altoona Test Life (years/miles)	_____
Production Location	_____
Warehouse and Service Locations	_____ _____
Overall Length (including bumpers)	_____
Overall Width (excluding mirrors)	_____
Overall Exterior Height	_____
Interior Height (center of aisle)	_____
Doorway Opening	_____
Ambulatory	Width_____inches / Height_____inches
Wheelchair	Width_____inches / Height_____inches
Wheel base	_____
Floor thickness	_____
Construction Type/Materials	_____
Subframe	_____
Body frame	_____
Exterior panels	_____
Interior panels	_____

Insulation	<hr/>
Chassis Manufacturer	<hr/>
Certified Weight of Bus - Total	<hr/>
On Front Axle	<hr/>
On Rear Axle	<hr/>
Engine Manufacturer	<hr/>
Type	<hr/>
Model	<hr/>
Net S.A.E. Horsepower	<hr/>
Net S.A.E. Torque	<hr/>
Transmission Manufacturer	<hr/>
Type	<hr/>
Model	<hr/>
Speeds	<hr/>
Cooler	<hr/>
Alternator Manufacturer	<hr/>
Model	<hr/>
Output (amps)	<hr/>
Starter Motor Manufacturer	<hr/>
Model	<hr/>
Air Compressor (if equipped) Manufacturer	<hr/>
Model	<hr/>

Capacity	
Gross Vehicle Weight Rating (GVWR)	
Axle, Front	Manufacturer
Type	
Model	
Gross Axle Weight Rating (lbs)	
Axle, Rear	Manufacturer
Type	
Model	
Gross Axle Weight Rating (lbs)	
Differential Ratio	
Power Steering Pump Manufacturer	
Model	
Brakes - Manufacturer	
Front - Type	
Diameter	
Rear - Type	
Diameter	
Radiator Manufacturer	
Type	
Model	
Total System Capacity (Excluding	

auxiliary heating system)	_____ gallons
Radiator Fan Speed Control Type	_____
Surge Tank Capacity	_____
Engine Thermostat Temperature Setting	_____ degrees
Overheat Alarm Temperature Setting	_____ degrees
Heating System Capacity	Front_____ BTUs / Rear_____ BTUs
Heating Cores - Manufacturer	_____
Number of cores	_____
Air Conditioning - Manufacturer	_____
Model	_____
Capacity (BTUs)	_____
Fuel Tank Capacity (gallons)	_____
Tires - Manufacturer	_____
Size	_____
Type	_____
Load Range	_____
Batteries	
Main - Manufacturer	_____
Type, Size	_____
Capacity (CCA at 0 degrees F)	_____
Accessory - Manufacturer	_____
Type, Size	_____

Capacity (CCA at 0 degrees F)	<hr/>
Wheelchair Lift - Manufacturer	<hr/>
Model	<hr/>
Wheelchair Securement - Manufacturer	<hr/>
Model	<hr/>
Seat Belts - Manufacturer	<hr/>
Type	<hr/>
Passenger Seats - Manufacturer	<hr/>
Type	<hr/>
Minimum knee-to-hip space	<hr/>
Driver's Seat - Manufacturer	<hr/>
Model	<hr/>
Interlock - Manufacturer	<hr/>
Model	<hr/>
Backup Alarm (db)	<hr/>
Roof Marker Lights - Manufacturer	<hr/>
Interior Lighting - Type	<hr/>
Number of Fixtures	<hr/>
Identification Lights - Manufacturer	<hr/>

10. VENDOR SERVICE AND PARTS SUPPORT

Location of Nearest Technical Service Representative to Eagle County in the State of Colorado:

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

****The Vendor will describe technical services readily available from above representative with bid documents.**

Location of Nearest Parts Distribution Center to Eagle County in Colorado

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

The Vendor shall describe the extent of parts available at said center with bid documents.

11. ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP documents.

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. ____1 Dated _____

Addendum No. ____2 Dated _____

Addendum No. ____3 Dated _____

Addendum No. ____4 Dated _____

Addendum No. ____5 Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive.

Signature _____ Date _____

Print
Name _____ Organization _____

12. STANDARD ASSURANCES

Federal Requirements for Invitation for Proposal

I, _____, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

Comptroller General's Proposer's Certification

_____ hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.

Other Assurances

I, _____, representing the Proposers, assure that the Proposer is licensed to sell vehicles in the State of Colorado, under license

_____.

_____ assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.

_____ assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

Date _____

Signature _____

Company Name _____

Title _____

**13. BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT OF
STEEL, IRON, OR MANUFACTURED PRODUCTS**

Certificate of Compliance with 49 U.S.C. 5323(j)

The proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR Part 661.11.

Date _____

Signature_____

Company Name_____

Title_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C) and the regulations in 49 CFR 661.7.

Date _____

Signature_____

Company Name_____

Title_____

**14. BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT
OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT**

Certificate of Compliance with 49 U.S.C. 5323(j)

The proposer or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) and the applicable regulations at 49 CFR Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

15. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING

The undersigned [Contractor/Manufacturer] certifies that the vehicle model(s) offered in this procurement complies with FTA's implementing regulation at 49 CFR Part 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 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name

Type or print name

Signature of authorized representative

Signature of notary and SEAL

Date of Signature: ____/____/____

16. 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. Section 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 _____

17. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

The proposer, if a Transit Vehicle Manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not approved by FTA.

The proposer, if a Dealer or non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 26.49. and that I am duly authorized by said manufacturer to make this certification.

PROPOSER/MANUFACTURER

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:

NOTE: *An approved annual FTA certification must be received before a contract extension can be considered for each year.*

18. FMVSS - MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

Certification of Compliance with all Federal Motor Vehicle Safety Standards (FMVSS) and safety related items contained in **Appendix A and B – Vehicle Specifications.**

The Proposer hereby certifies that it shall comply with the safety related FMVSS requirements contained in **Appendix A and B - Vehicle Specifications.**

Date _____

Signature_____

Company Name_____

Title_____

19. TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Purchasing Agreement.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the CMPC, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the CMPC shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

- (c) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- (d) Cancellation, termination or suspension of the Purchasing Agreement, in whole or in part.

TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT
(Continued)

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the CMPC or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the CMPC to enter into such litigation to protect the interests of the CMPC, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

Date _____

Signature_____

Company Name_____

Title_____

**20. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH
DISABILITIES ACT OF 1990**

The Proposer hereby certifies that it shall comply with all requirements contained in **Appendix A and B - Vehicle Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

Date _____

Signature_____

Company Name_____

Title_____

21. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____

Date ____/____/____

Name and Title of Contractor's Authorized Official _____

**22. LIST OF PUBLIC TRANSIT SYSTEM REFERENCES AND CONTACT
INFORMATION (Phone/Email) – List 10 purchasers, should cover at least a
three year purchasing period.**

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

EXHIBIT 2

PRICE PROPOSAL FORMS

INSTRUCTIONS FOR COMPLETING PRICE PROPOSAL FORMS:

The following proposal forms must be completed by proposer and submitted in

ENVELOPE 2, PRICE PROPOSAL:

1. Price Proposal Form A - Base Vehicle Price (14 total potentially submitted; two for each class for front and rear lift; 7 different vehicle class size)
2. Price Proposal Form B - Individual Prices of Options
3. Price Proposal Form C - Summary of Proposed Totals from Forms A and B
4. Price Proposal Form D - Terms of Payment

Proposers must enter a dollar amount in the appropriate spaces on ALL proposal forms. Entries such as "not applicable" or "not available" are not acceptable and will cause your proposal to be non-responsive. If there is no charge for a particular option, a zero (0) should be entered in the appropriate space. An option's availability / applicability to this proposal will be determined by the CMPC.

Price Proposal Form A

Proposal Form A shows the pricing of the base vehicle. The proposal price of the base vehicle will be entered in the "Price per Item" column. This figure will be carried to Proposal Form E for the Total Proposal Price.

Complete a Price Proposal Form for all classes bid on. There are 7 potential vehicle class size, classes A-G. Each base price submitted is to include a front and rear lift seating configuration for each class. Therefore, each class size is to have two base vehicle price forms submitted, for a total of 14 Base Vehicle Prices potentially submitted for this bid.

Price Proposal Form B

Proposal Form B is a list of all of the available options as explained in Appendix A and B for each corresponding vehicle class size base vehicle proposed. The proposer will simply provide the amount that each option will cost (per item) in the "Price per Option" column.

Price Proposal Form C

Proposal Form C is a summary of the total proposal prices from Proposal Forms A and B. The information is inserted on the designated line and summed to produce the "Total Proposal Price."

Price Proposal Form D

Proposal Form D is the Terms of Payment and must be completed by the Proposer.

NOTE:

Complete and separate price proposal forms and packages should be submitted for each type of vehicle and chassis the proposer wishes to be considered by the CMPC. A potential of 14 different price packages can be submitted with this bid.

PRICE PROPOSAL FORM A
BASE GAS ENGINE VEHICLE PRICE

ITEM	PRICE
Cutaway Type Vehicle Chassis Manufacturer: _____ Vehicle Model: _____ Class Type (A-G) _____ Designate Front or Rear Lift _____	
TOTAL	\$

NOTE:

Interested proposers should submit separate and complete packets for each type of vehicle and/or chassis they wish to be considered by the CMPC.

Interested proposers should submit separate pricing packets for each class of vehicle the proposer is bidding on.

PRICE PROPOSAL FORM B

INDIVIDUAL PRICES OF OPTIONS

ITEM	DESCRIPTION	PRICE
S5; Body Op. 1	Undercoating	
S5; Body Op. 2	Low Floor Body	
S7; 7A. Op. 1	Combined High Idle/Lift Interlock (Intermotive HighLock)	
S7; 7E. Op. 1	Diesel Engine in lieu of Gasoline Engine	
S7; 7E. Op. 2	Compressed Natural Gas (CNG) Dedicated Fuel System Manufacturer:_____	
S7; 7E. Op. 3	Liquefied Petroleum Gas (LPG) Propane Dedicated Fuel System Manufacturer:_____	
S9; 9D. Op. 1	MOR/ryde RL Suspension System	
S9; 9D. Op. 2	Non-slip Axle	
S10; 10A. Op. 1	Mud and Snow Tires	
S10; 10A. Op. 2	Spare Tire Carrier	
S12; B2. Op. 1	Alternate Battery Location – OEM Engine Compartment	
S12; D13. Op. 1	Ignition Switch Controls – Route MBC through Ignition	
S13; A3/5/6 Op. 1	Air Conditioning Deletion Credit	
S13; A3/5/6 Op. 2	Thermo King Roof Top HVAC Unit	
S13; A18 Op. 1	Vacuum Operated Heater Control Valve	

ITEM	DESCRIPTION	PRICE
S14; 14A. Op. 1	Upholstered Interior	
S16; 16A. Op. 1	Additional Mobility Aid Positions	
S16; 16A. Op. 2	Single Seat Credit	
S16; 16B. Op. 1	Freedman CitiSeat (price for floorplan configuration provided in Price Sheet A)	
S16; 16B. Op. 1	Freedman 3PT Seat (price for floorplan configuration provided in Price Sheet A)	
S16; 16B. Op. 1	Freedman Go Seat (price for floorplan configuration provided in Price Sheet A)	
S16; B8. Op. 1	Freedman Level 4	
S16; B8. Op. 1	Freedman Repel	
S16; B12; Op. 1	Passenger Restraint System Deletion Credit	
S16; B14; Op. 1	Single: Freedman BV Foldaway	
S16; B14; Op. 1	Single: Freedman AM Foldaway	
S16; B14; Op. 1	Single: Freedman CitiSeat	
S16; B14; Op. 1	Single: Freedman Go Seat	
S16; B14. Op. 2	Double: Freedman BV Foldaway	
S16; B14. Op. 2	Double: Freedman AM Foldaway	
S16; B14. Op. 2	Double: Freedman Citiseat	
S16; B14. Op. 2	Double: Freedman Go Seat	
S16; 16C. Op. 1	USSC Evolution G2E Driver Seat with adnik power ped.	
S16; 16C. Op. 1	Recaro LXS Driver's Seat	
S17; 17B. Op. 1	Floor Underbelly	
S17; 17F. Op. 1	Altro Transflor Chroma	

ITEM	DESCRIPTION	PRICE
S17; 17F. Op. 2	Precidium Floor Coating System	
S17; 17G. Op. 1	Contrast White Step Edging and Standee Line	
S19; 19D. Op. 1	Rear Emergency Exit Door	
S22; A. Op. 1	Fog Lights	
S22; B. Op. 1	Underhood Light	
S23; 23B. Op. 1	City of Greeley Paint Scheme	
S23; 23B. Op. 1	Eagle County Paint Scheme	
S23; 23B. Op. 1	Mesa County Paint Scheme	
S23; 23B. Op. 1	RFTA/ City of Aspen Paint Scheme	
S23; 23B. Op. 1	Town of Snowmass Village Paint Scheme	
S23; 23B. Op. 1	All Points Transit Paint Scheme	
S23; 23B. Op. 1	City of Durango Paint Scheme	
S23; 23B. Op. 1	DSI – Amblicab Paint Scheme	
S23; 23B. Op. 1	Seniors’ Resource Center Paint Scheme	
S23; 23D. Op. 1	Wheel Powder Coating	
S26; 26A. Op. 1	Braun Vista 2 Mobility Lift	
S26; 26A. Op. 1	Braun Century 2 Mobility Lift – 34” x 51”	
S26; 26A. Op. 1	Braun Century 2 Mobility Lift – 1,000 lbs; 34” x 54”	
S26; 26A. Op. 1	Braun Millennium 2 Mobility Lift	
S26; 26A. Op. 1	Ricon K-Series KlearVue Mobility Lift	
S26; 26A. Op. 1	Ricon Titanium Mobility Lift – 1,000 lbs; K-Series	
S26; 26A. Op. 2	Access-Arize Safety Lift Belt	
S27; 27A. Op. 1	Sure-Lok FF600 Retractor Series	

ITEM	DESCRIPTION	PRICE
S27; 27A. Op. 1	Sure-Lok AL 700 Titan Series	
S27; 27A. Op. 1	Q'Straint QRT Deluxe Series	
S27; 27A. Op. 1	Q'Straint QRT Max Series	
S27; 27A. Op. 1	Q'Straint Q'UBE Series	
S27; 27C. Op. 1	Sure-Lok Series L Track; specify model # _____	
S27; 27C. Op. 1	Sure-Lock Slide 'N Click	
S27; 27C. Op. 1	Q'Straint L Track; specify model # _____	
S27; 27C. Op. 1	Q'Straint Slide "N Click	
S27; 27C. Op. 2	Full Length Track	
S27; 27C. Op. 3	Scooter Securement System	
S27; 27G. Op. 1	Storage Pouch	
S27; 27G. Op. 2	Freedman Seating Tie Down Storage System (TDSS)	
S28; 28D. Op. 1	Front Help Bumpers	
S28; 28D. Op. 2	Rear Help Bumpers	
S28; 28I. Op. 1	Running Board Deletion Credit	
S29; 29A. Op. 1	As Built Parts Manual	
S32; A. 1.	HawkEye Plus Reverse Assistance System	
S32; A. 2.	Closed circuit rearview monitoring/reverse asst. system	
S32; A. 3.	Dash mounted monitor and camera mounted – vehicle rear	
S32; B. 1.	REI Model R8001 Camera System	
S32; B. 2.	Apollo Roadrunner 8 Camera System	
S32; B. 3.	Seon vMax 4 Camera System	
S32; B. 4.	MobileView Penta 8 Camera System	

ITEM	DESCRIPTION	PRICE
S32; C.	Brake Retarder	
S32; D.	4x4 Capability: Quigley Motor Company conversion	
S32; E. 1.	OnSpot Automatic Drop Down Tire Chains	
S32; E. 2.	RUD-ROTOGRIP Light Truck with air compressor	
S32; F. 1.	Sportworks DL2 Bike Rack	
S32; F. 2.	Sportworks DL2 NP Bike Rack	
S32; F. 3.	Sportworks Apex 3 Bike Rack	
S32; F. 4.	Byk-Rak Solo Bike Rack	
S32; G.	Ski Rack	
S32; H.	Passenger Stop Request	
S32; I.	Public Address System	
S32; J. 1.	Luminator Twin Vision Mobilite Sign System	
S32; J. 2.	Luminator Horizon SMT Sign System	
S32; J. 3.	Hanover Monochrome LED Automatic Sign System	
S32; K.	Yield to Bus Sign	
S32; L. 1.	GFI Odyssey Farebox	
S32; L. 2.	Main Treasury One Farebox	
S32; L. 3.	Diamond Model XV	
S32; L. 4.	Diamond Model SV	
TOTAL	COMBINED TOTAL OF FIVE (5) FORM B PAGES	\$

**PRICE PROPOSAL FORM C SUMMARY OF PROPOSED TOTALS FROM PRICE
PROPOSAL FORMS A and B**

The undersigned Proposer agrees to furnish the equipment in accordance with the specifications and proposal requirements contained in this package.

All seating and securement, paint schemes, options and vehicle specifications have been carefully examined and the costs shown in Proposal Forms A and B of this proposal. These combined costs, as shown below, constitute the Total Proposal Price for this package.

DESCRIPTION OF THE TOTAL PRICE

TOTAL FROM PRICE PROPOSAL FORM A

TOTAL FROM PRICE PROPOSAL FORM B TOTAL

PROPOSAL PRICE

Date _____

Signature _____

Company Name _____

Title _____

PRICE PROPOSAL FORM D
TERMS OF PAYMENT

The following terms of payment are proposed:

Total proposal price is based on payment terms of net thirty (30) days after acceptance of each vehicle. If Contractor has not received payment in full within the 30 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 31.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form, other than that requested, will render the proposal unresponsive.

Date _____

Signature_____

Company Name_____

Title_____

EXHIBIT 3

VEHICLE DELIVERY CHECKLIST

The below items must be presented at time of delivery of vehicle to agency or vehicle will be considered non-acceptable.

- ☐ Vehicle properly serviced, clean and in first class operating condition. Includes front-end alignment (with verification), wheels balanced, unnecessary stickers removed.
- ☐ Proper "Application for Registration" documents
- ☐ DOT Inspection Paperwork
- ☐ Weight Slip
- ☐ 60 day temporary tags
- ☐ "As Built" Wiring diagrams and chassis electrical manuals per specifications
- ☐ Service, chassis service and parts manuals per specifications
- ☐ Operator's manual per specifications
- ☐ Dealer Invoice
- ☐ Four sets of Keys
- ☐ Bill of Sale
- ☐ Warranty papers (forms, policy, procedures)
- ☐ Electronic Vehicle Database Information (per specifications)
- ☐ Post-Delivery Audit documents-
 - Buy America Certificate and documentation annotating percentage breakdown and percentages, location and items present during final assembly (post-delivery breakdown document)
 - FMVSS
 - Specifications

EXHIBIT 4

FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION

Escalation will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) (Industry) Category: Transportation Equipment: "Trucks, truck tractors, and bus chassis (chassis of own manufacture) 14,001 to 33,000 lbs or 33,001 lbs or more, OR "Buses, complete, produced on purchased chassis," not seasonally adjusted. In no event will the prices for any purchase release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release or the base price of the purchase order release if less than twelve (12) months after the initial contract award.

**Index Point
Change**

Examples

PPI Index: Future Recomp Month	141.1
Less PPI Index: Base Award Month	137.5
Equals Index Point Change	3.5

Examples

Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.5
Equals	0.0254
Results multiplied by 100 equals Percent Change	2.54%

Total price of standard bus	=	\$42,850.0
Minus price of chassis	=	\$27,050.0
Equals total second stage price	=	\$15,800.0

"Certain Dollar Amount" = Cost of second stage price divided by 100

Certain Dollar Amount = $15,800 / 100 = 158$

Price of second stage will change \$158.00 per 1 percent movement in the producer price index (PPI)

In this example, 2.54% times \$158.00 equals \$401.32. This could be added to the total cost of the add-ons per bus. Chassis increase would be added separately per

instructions in Section 1.2. Once recompilation of second stage pricing is completed, the last recomp month becomes the new award month.

NOTE: These figures provided for illustrative purposes only.

EXHIBIT 5

QUESTION/REQUEST FOR DEVIATION/APPROVED EQUAL FORM

RFP No.:

NAME OF PROPOSER:

PAGE & REFERENCE:

PROPOSER'S REQUEST:

CMPC RESPONSE:

NOTE:

Any request for Deviation or Approved Equal to the Specifications must be fully supported with technical data, test results and any other pertinent information available, as evidence that the substitute offered is equal to or better than the Specification Requirement. CMPC may require a proposer offering a substitute to supply additional descriptive material, a sample and/or a demonstration.