



# **STATE OF NORTH CAROLINA**

## **Division of Purchase and Contract**

### **Invitation for Bid #: 201600503 Light Transit Vehicles**

**Issued: June 6, 2016**

**Bid Opening Date: July 7, 2016**

**At 2:00 pm ET**

Direct all inquiries concerning this IFB to:

Chris Tart

Category Manager

Email: [Chris.Tart@doa.nc.gov](mailto:Chris.Tart@doa.nc.gov)

Phone: 919-807-4540



## STATE OF NORTH CAROLINA

### Invitation for Bids #: 201600503

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

**ID Number:**

---

Federal ID Number or Social Security Number

---

Vendor Name



## STATE OF NORTH CAROLINA Division of Purchase and Contract

Refer **ALL** inquiries regarding this IFB to:

Chris Tart  
Category Manager  
Phone: 919-807-4540  
Email: [Chris.Tart@doa.nc.gov](mailto:Chris.Tart@doa.nc.gov)

Invitation for Bids # 201600503

Bids will be publicly opened: **July 7, 2016**

**Contract Type: Agency Specific Term Contract**

**Issue Date: June 6, 2016**

**Commodity: Light Transit Vehicles**

**Using Agency: DEPARTMENT-Transportation**

### **EXECUTION**

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.**

|   |                   |                    |
|---|-------------------|--------------------|
| VENDOR:   |                   |                    |
| STREET ADDRESS:   | P.O. BOX:         | ZIP:               |
| CITY & STATE & ZIP:   | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): |                   |                    |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:   |                   | FAX NUMBER:        |
| VENDOR'S AUTHORIZED SIGNATURE:  | DATE:             | E-MAIL:            |

Offer valid for at least 90 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

### **ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
(Authorized Representative of the Division of Purchase & Contract).

## Table of Contents

|   |    |
|---|----|
| 1.0 PURPOSE AND BACKGROUND.....                                       | 4  |
| 2.0 GENERAL INFORMATION .....   | 4  |
| 2.1 INVITATION FOR BIDS DOCUMENT .....                                | 4  |
| 2.2 E-PROCUREMENT SOLICITATION .....                                  | 4  |
| 2.3 IFB SCHEDULE .....  | 4  |
| 2.4 BID QUESTIONS .....   | 4  |
| 2.5 BID SUBMITTAL .....   | 5  |
| 2.6 BID CONTENTS .....  | 6  |
| 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....                    | 6  |
| 2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS .....            | 7  |
| 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS .....                  | 7  |
| 3.1 METHOD OF AWARD .....   | 7  |
| 3.2 PERFORMANCE OUTSIDE THE UNITED STATES.....                        | 7  |
| 3.3 BID EVALUATION PROCESS .....                                      | 8  |
| 4.0 REQUIREMENTS .....  | 8  |
| 4.1 PRICING .....   | 8  |
| 4.2 CONTRACT TERM.....  | 9  |
| 4.3 NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT ..... | 9  |
| 4.4 CONTRACT VALUE .....  | 9  |
| 4.5 QUANTITIES .....  | 9  |
| 4.6 FUNDING SOURCE .....  | 9  |
| 4.7 ORDERING INFORMATION .....  | 9  |
| 4.8 ACKNOWLEDGMENT OF PURCHASE ORDERS.....                            | 9  |
| 4.9 TRANSPORTATION CHARGES.....                                       | 9  |
| 4.10WARRANTY .....  | 9  |
| 4.11DELIVERY .....  | 10 |
| 4.12LIQUIDATED DAMAGES .....  | 10 |
| 4.13DESCRIPTIVE LITERATURE/SUPPORTING DOCUMENTATION.....              | 10 |
| 4.14ALLOWANCE FOR SUBSTITUTE COMPONENTS.....                          | 11 |
| 4.15NO UNUSUAL CONTROL CONFIGURATIONS .....                           | 11 |
| 4.16LIST OF MANUFACTURER'S STANDARD EQUIPMENT .....                   | 11 |
| 4.17PILOT MODEL INSPECTION .....                                      | 11 |
| 4.18SCHEMATICS AND PART LISTS.....                                    | 11 |
| 4.19MODEL YEAR CHANGES DURING THE CONTRACT PERIOD .....               | 11 |
| 4.20CONTRACT CHANGES.....   | 11 |
| 4.21HAZARDOUS SUBSTANCE AND/OR OIL SPILLS.....                        | 11 |

|      |   |           |
|------|---|-----------|
| 4.22 | POST AWARD PRODUCT SUBSTITUTIONS .....  | 12        |
| 4.23 | PRODUCT ADDITIONS AND REMOVALS .....  | 12        |
| 4.24 | PRODUCT RECALL AND SERVICE BULLETINS .....  | 12        |
| 4.25 | REFERENCES .....  | 12        |
| 4.26 | FINANCIAL STABILITY.....  | 12        |
| 4.27 | INVOICES.....   | 12        |
| 4.28 | POST AWARD MEETING.....   | 13        |
| 4.29 | PRICES/PRICE ADJUSTMENTS.....   | 13        |
| 4.30 | SERVICE CAPABILITIES .....  | 13        |
| 5.0  | PRODUCT SPECIFICATIONS.....   | 14        |
| 5.1  | GENERAL SPECIFICATIONS .....  | 14        |
| 5.2  | DEVIATIONS .....  | 15        |
| 5.3  | SUSTAINIBILITY.....   | 16        |
| 5.4  | AUTHORIZED RESELLER .....   | 16        |
|      | ATTACHMENT A: PRICING FORM .....  | 17        |
|      | ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR.....   | 18        |
|      | ATTACHMENT C: INSTRUCTIONS TO VENDORS.....  | 19        |
|      | ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS  | 22        |
|      | ATTACHMENT E: FEDERAL AND STATE REQUIREMENTS & SPECIAL CONDITIONS<br>FOR ROLLING STOCK PURCHASES.....   | 26        |
|      | ATTACHMENT F: CERTIFICATION REGARDING LOBBYING .....  | 38        |
|      | ATTACHMENT G: TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF .....  | 39        |
|      | COMPLIANCE WITH 49 CFR PART 26.49 .....   | 39        |
|      | ATTACHMENT H: CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING<br>STOCK REQUIREMENTS .....  | 40        |
|      | ATTACHMENT I: CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING<br>STOCK REQUIREMENTS .....  | 41        |
|      | ATTACHMENT J: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,<br>INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED<br>TRANSACTION ..... | 42        |
|      | ATTACHMENT K: CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING<br>REQUIREMENTS .....  | 43        |
|      | ATTACHMENT L: AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES .....   | 44        |
|      | ATTACHMENT M: IRAN DIVESTMENT ACT CERTIFICATION.....  | 45        |
|      | ATTACHMENT N: CERTIFICATION OF FINANCIAL CONDITION .....  | 46        |
|      | ATTACHMENT O: QUESTIONNAIRE.....  | 47        |
|      | ATTACHMENT P: EXHIBITS .....  | 49        |
|      | ATTACHMENT Q: PRODUCT SPECIFICATIONS .....  | 56        |
|      | <b>TECHNICAL SPECIFICATIONS FOR LIGHT TRANSIT VEHICLES.....</b>   | <b>56</b> |

## 1.0 PURPOSE AND BACKGROUND

The purpose of this solicitation is to obtain pricing and award an Agency Specific Term Contract for the purchase of **Light Transit Vehicles**. The equipment specified herein will primarily be used to accommodate public transportation needs; therefore, Vendors are urged and cautioned to assure that any accessory equipment offered fully comply with all applicable safety standards, codes for said application, and the latest Americans Disability Act requirements.

The largest user of this contract will be grant recipients of the NC Department of Transportation, Public Transportation Division located in Raleigh, NC. Please see Exhibit II for a complete listing of all eligible grant recipients. Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION: This is an E-Procurement solicitation. See paragraph #17 of Attachment D: North Carolina General Contract Terms and Conditions.**

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocmnt.nc.gov/>.

### 2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The Contract Lead will make every effort to adhere to this schedule.

| Action                        | Responsibility | Date and Time |
|-------------------------------|----------------|---------------|
| Issue IFB                     | State          | June 6, 2016  |
| Submit Written Questions      | Vendors        | June 15, 2016 |
| Provide Response to Questions | State          | June 22, 2016 |
| Submit Bids                   | Vendors        | July 7, 2016  |

### 2.4 BID QUESTIONS

- Purpose:** Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.
- Instructions:** Written questions shall be e-mailed to [Chris.Tart@doa.nc.gov](mailto:Chris.Tart@doa.nc.gov) by the date and time specified above. Vendors should enter "IFB #201600503 – Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

| Reference                | Vendor Question     |
|--------------------------|---------------------|
| IFB Section, Page Number | Vendor question...? |

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this

IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in an Addendum to this IFB.

## 2.5 BID SUBMITTAL

- **Instructions:** Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.6 BID CONTENTS for details on required content of submitted bids.

| MAILING ADDRESS FOR DELIVERY OF BID VIA<br>U.S. POSTAL SERVICE  | OFFICE ADDRESS FOR DELIVERY BY ANY OTHER<br>MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY,<br>OR BY ANY OTHER CARRIER  |
|---|--|
| <b>BID NUMBER: 201600503</b><br>NC Department of Administration<br>Division of Purchase and Contract<br>1305 Mail Service Center<br>Raleigh NC 27699-1305 | <b>BID NUMBER: 201600503</b><br>NC Department of Administration<br>Division of Purchase and Contract<br>116 West Jones Street, Room 4062, 4 <sup>th</sup> Floor<br>Raleigh NC 27603-8002 |

**IMPORTANT NOTE:** It is the responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, US Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the US Postal Service generally does not deliver mail to the street address above, but to the State's Mail Service Center. Vendors are cautioned that bids sent via US Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver **one (1) signed, original executed bid response (marked "Original"), two (2) signed copies (Marked "Copy") each (all three notebooks) in a three-ring binder sectionalized (identify sections as listed below) and one (1) electronic copy on flash drive** of the original signed bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. Pricing page shall be in Excel format and a hard copy in each of the three (3) notebooks.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

## 2.6 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items, arranged in the following order:

The binders shall be sectionalized as follows:

- Section 1: Includes the cover sheet, federal ID number page, and the signed bid execution page, along with pages 1-16 of this IFB.
- Section 2: Includes Vendor's Pricing Form, Attachment A (this should also be included electronically on the flash drive in excel format)
- Section 3: Includes Vendor's Response to Specifications, Attachment Q; Warranty Terms, item 4.10 (page 9); Delivery Terms, item 4.11 (page 10); Pilot Model Insp., item 4.17 (page 11); and Service Capabilities, item 4.30 (page 13).
- Section 4: Includes Sections 5.4 Deviations and supporting documentation; 5.5 Sustainability; and 5.6 Authorized Reseller including letter.
- Section 5: Includes Vendor's signed Attachments B, F, G, H or I (whichever is applicable), J, K, L, M, N, O, and completed Exhibits III & IV of Attachment P.
- Section 6: Includes Pre-Award Delivery documentation for each type of vehicle offered; component content for chassis and body.
- Section 7: Includes Bus Testing results for vehicles offered. (May provide test results on flash drive and not hard copy; if provided only on flash drive provide insert in this section with that notation.)
- Section 8: Includes a list of the Manufacturer's Standard Equipment, this is to include both chassis and body (Section 4.16).
- Section 9: Includes Descriptive Literature and Supporting Documentation (Section 4.13). Vendors shall provide printed literature on all vehicles and components they are offering.

## 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT (ASTC):** A Contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **DOT:** North Carolina Department of Transportation
- e) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.
- g) **IFB:** Invitation for Bids.
- h) **NON-STATE AGENCIES ELIGIBLE ENTITIES:** Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof. . In addition to the above, the attached listing at Exhibit II, Eligible NCDOT Public Transportation Division Grant Recipients, identifies additional eligible entities for this bid.



- i) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- j) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- k) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- l) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- m) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. In Attachments hereto, Vendor may be referred to as "Contractor."

## 2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those shall be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer. **By execution and delivery of a bid in response to this this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid shall not be allowed and shall have no effect. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

### 3.1 METHOD OF AWARD

All qualified bids will be evaluated and multiple awards will be based on which eligible bid(s) are judged to be most advantageous to the State as determined by consideration of the bid's quality, delivery, service, quantity, and meeting of the criteria of the specification.

While it is the intent of this IFB is to award a Contract to **multiple vendors for Base Bid Items 1-16**, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's e-Procurement Services account(s) that is in arrears by 91 days or more at the time of bid opening shall be considered a relevant factor in determining whether to award a Contract under this IFB.

### 3.2 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor

- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.3 BID EVALUATION PROCESS

- a. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
- b. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
- c. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
- d. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
- e. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation.

Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

**NOTE:** During the evaluation period and prior to award, all information concerning the bid and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

**ANY UPDATED MSRP LISTING FOR PARTS, ACCESSORIES, ETC. SHALL IMMEDIATELY BE SENT TO THE CONTRACT ADMINISTRATOR WITH A LETTER INDICATING SUCH UPDATES.**

### 4.1 PRICING

Bid pricing shall constitute the total cost for delivery, fully assembled, and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include with Bid.

## 4.2 CONTRACT TERM

It is the intent of this Invitation for Bids (IFB) to establish an Agency Specific Term Contract with qualifying Vendor(s) per the stated specifications herein, on an as needed basis. **The contract would be for a period of (3) years from the date of an award with the option to renew by the State for up to two (2) additional one-year periods under the same terms and conditions, if deemed to be advantageous and in its best interest.** In addition, due to unforeseen delays, termination date may be temporarily extended to allow time for a new contract to be in place.

## 4.3 NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described in Section 2.7, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract shall abide by the terms and conditions that are set forth in this contract. In Exhibit II is a listing of all participating transit systems or agencies across NC that are eligible to purchase off of this contract.

## 4.4 CONTRACT VALUE

The estimated value of this contract is approximately **\$5,500,000.00 annually**, based on the anticipated quantities listed below.

## 4.5 QUANTITIES

Based on available data, it is anticipated that initially, approximately one hundred twenty (120) of the various floor plans of the vehicles may be ordered in the first year up to a maximum of **800** vehicles over the course of the proposed contract period. Quantities and value included herein are estimated only and these estimates are submitted merely as a guide. It is understood and agreed that neither the State nor other parties to this contract shall be obligated to purchase other than its normal requirements. Vehicles may be ordered in quantities of one or more, when and as needed during this contract period.

## 4.6 FUNDING SOURCE

Grant monies used to purchase these vehicles may be provided from federal and state funding sources. Vendor shall comply with all federal requirements identified in this bid, and applicable certifications and documentation **shall be** submitted with this bid.

## 4.7 ORDERING INFORMATION

Upon award, the Vendor(s) shall provide to the State a toll free phone and fax numbers that end-users of the contract can utilize to conduct business with the Vendor. If orders are required to be placed with a Vendor's authorized dealer(s) phone and fax numbers are to be provided for all authorized dealers. Regardless of the ordering channel utilized (E-Procurement, phone, fax, email, or in person) or payment method (direct payment, credit card) the State shall receive contract pricing when purchasing contract items from the Vendor.

## 4.8 ACKNOWLEDGMENT OF PURCHASE ORDERS

Vendor shall acknowledge receipt of purchase orders to the ordering agency within 48 hours after receipt of the purchase order.

## 4.9 TRANSPORTATION CHARGES

The Vendor(s) shall deliver **Free-On-Board (FOB) Destination** to any location within the State of North Carolina. When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

## 4.10 WARRANTY

Vendor warrants that all equipment furnished under this IFB will be new, of good material and workmanship. The warranty items and periods will be at a minimum as stated in Section 6.1, Warranty Requirements (page 59)

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty

requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☐ YES ☐ NO

Will the Vendor provide warranty service? ☐ YES ☐ NO; An authorized third party will perform warranty service:

**Contact information** for warranty service provider:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person (name): \_\_\_\_\_

Contact Person (phone number): \_\_\_\_\_

Contact Person (email): \_\_\_\_\_

#### 4.11 DELIVERY

Vendors are requested to make deliveries after receipt of a purchase order within **120 consecutive calendar days, unless otherwise stated here: \_\_\_\_\_ days.**

The State reserves the right to evaluate delivery offered in determining the award of the proposed contract.

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with Attachment B, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

#### 4.12 LIQUIDATED DAMAGES

The parties agree that the amount of actual damages due to a delay in delivery is extremely difficult, if not impossible, to calculate, but that the sum of \$20.00 per day is a reasonable estimate of such damages. Therefore, liquidated damages in the amount of **\$20.00 per calendar day** may be assessed and deducted from the total amount of the invoice for failure to complete delivery within the specified delivery time submitted by the Vendor.

Notwithstanding any other provision herein, liquidated damages shall not constitute an exclusive remedy but shall be considered an alternate or additional remedy to any other remedy for default provided herein or at law, nor shall liquidated damages be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recovery under this contract.

#### 4.13 DESCRIPTIVE LITERATURE/SUPPORTING DOCUMENTATION

Vendors are requested to furnish with its bid detailed descriptive literature and general specifications and other pertinent data necessary for bid evaluation as required. In addition, Vendor shall complete the Requirements section of the bid. Bids which do not comply with these requirements may be subject to rejection. All components shall have supporting literature included with bid (i.e. lift, seats, A/C, securements).

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications shall also be furnished.

#### 4.14 ALLOWANCE FOR SUBSTITUTE COMPONENTS

If Vendor wishes to substitute a component make and model differing from that respectively specified or referenced herein, the Vendor shall indicate in the bid the alternate component. Details and applicable documentation must be submitted with the bid to support a component or equipment change. Otherwise it is agreed that Vendor will furnish the make and model of component as specified or referenced herein. **Please note substitutions and/or deviations on page 67.**

#### 4.15 NO UNUSUAL CONTROL CONFIGURATIONS

All controls for driver's operation of the vehicle, including switches for all functions, shall be of a configuration which is customary for the general driving public in the United States. Controls that have unusual configurations are not acceptable, particularly when a questionable control installation may adversely affect safety during vehicle operation. Vehicles with such unacceptable controls may be rejected and the Vendor held responsible for furnishing the vehicle with proper control configuration.

#### 4.16 LIST OF MANUFACTURER'S STANDARD EQUIPMENT

**\*\* Binder Section Entitled: Standard Equipment List \*\***

Each Vendor is to submit with the bid a list of the equipment listed as standard in the manufacturer's published literature at time of bid opening for the vehicle offered. This list forms a part of the contract, and may be incorporated into the contract certification and used in the acceptance inspections of the vehicles. Bids not complying with this will be subject to rejection.

#### 4.17 PILOT MODEL INSPECTION

The State reserves the right to require a pilot model of any of the selected vehicle types to be completed within 120 consecutive calendar days or less after notice of award. Each Vendor is requested to state herein the earliest date for the pilot model inspection if different than 120 days. The State reserves the right to consider the time frame of the pilot model inspection as a factor in determining the award of contract.

Pilot model will be available for inspection within \_\_\_\_\_ consecutive calendar days after requested by the State.

Any changes and/or modifications in design or construction after the award or acceptance of the pilot model will be subject to the State's approval, otherwise no changes will be permitted. Successful Vendor(s) shall assume complete responsibility for the proper fitting of its equipment.

#### 4.18 SCHEMATICS AND PART LISTS

Vendors shall provide schematics, part lists, and other documentation within **five (5) consecutive calendar days** after request is made by the State for the evaluation of the Vendor's bid. The Department agrees not to divulge any proprietary information in the schematics, part lists, and other documentation upon request from the Vendor. Failure to provide this documentation by the requested time may result to a rejection for a bid award.

#### 4.19 MODEL YEAR CHANGES DURING THE CONTRACT PERIOD

If the model year change for a specific vehicle occurs during the contract period, the vehicle of the new model year shall be provided at the same current contract price after written notification by the Vendor at least thirty (30) calendar days in advance of the scheduled date for such model year changeover. Such notification is to be accompanied by the manufacturer's specification updates for the vehicle of the new model year and the current MSRP for options.

#### 4.20 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract written amendments signed by both parties. If the Vendor accepts orders or makes deliveries through other parties, for example a manufacturer accepting orders and delivering through a dealer network or a dealer receiving orders through a network of other dealers, then it is the responsibility of the Vendor to apprise such parties of all such contract amendments.

#### 4.21 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS

Vendors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Vendor or their agent. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the end user. While on end user

premises, the Vendor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare and/or environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Vendor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

#### **4.22 POST AWARD PRODUCT SUBSTITUTIONS**

Post award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

#### **4.23 PRODUCT ADDITIONS AND REMOVALS**

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor, but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

#### **4.24 PRODUCT RECALL AND SERVICE BULLETINS**

In submitting this bid, the Vendor expressly assumes full responsibility for prompt notification of any product recall in accordance with the applicable state or federal regulations. In the event any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, such notice must be sent free of charge to the purchasing agency listed on the applicable purchase order. Such notice must reference the affected purchase order in addition to the vehicle serial number.

#### **4.25 REFERENCES**

The State reserves the right to require, upon its request, a list of users of the exact items being provided to the State. The State may contact the references. The State may contact these users to determine quality level of the offered items. Such information may be considered in the evaluation of the bid.

#### **4.26 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT N: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

#### **4.27 INVOICES**

It is understood and agreed that orders will be shipped at the established contract price in effect on dates orders are placed. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoicing at variance with this provision shall be sufficient grounds for contract cancellation.

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices, meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

#### 4.28 POST AWARD MEETING

Within 30 days after contract award and prior to any vehicles being ordered, a meeting/conference call shall be held with representatives of NCDOT. This meeting will be held to answer any questions that may arise from the successful Vendor(s) and to clarify any open issues. The location, date and time of the meeting, which will be held in the State of North Carolina, will be determined by NCDOT after the contract is awarded.

#### 4.29 PRICES/PRICE ADJUSTMENTS

Prices shall be held firm for one year from the date of the award of the contract. Price adjustments will be considered after that on an annual basis. Any price changes, downward or upward, which might be permitted after the first year, shall be general, either by reason of market change or on the part of the Vendor to other customers.

- **Notification:** Must be given to the Contract Administrator in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- **Decreases:** The State shall receive full proportionate benefit immediately at any time during the contract period if there are price reductions.
- **Increases:** All prices shall be firm against any increase for 365 days from the effective date of the contract. After this period, a request for increase may be submitted with the State reserving the right to accept or reject the increase, or cancel the contract. Such action by the State shall occur not later than 15 days after the receipt by the State of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase. The State reserves the right to approve, approve in part or reject any request.

#### 4.30 SERVICE CAPABILITIES

Vehicles will be stationed throughout the State. Therefore, it is necessary that locations & complete facilities be available throughout the State for prompt and adequate services on the vehicles offered, including stocks of all normal parts. The State reserves the right to satisfy itself by inquiry or otherwise as to Vendor's capabilities in this regard.

**Chassis:** List three firm's nearest location of user from which service & parts for the offered chassis are available:

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

**Body Modification:** List three firm's nearest location of user from which service & parts for the offered body are available:

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

**Wheelchair Lift:** List three firm's nearest location of user from which service & parts for the offered wheelchair lift are available:

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  | <b>Phone</b> |  |
| <b>Address</b>          |  | <b>Fax</b>   |  |
| <b>City, State, Zip</b> |  | <b>Email</b> |  |

## 5.0 PRODUCT SPECIFICATIONS

### 5.1 GENERAL SPECIFICATIONS

The specifications herein describe vehicles that shall be new, not a demo type with no concealed damages, (unused) **2016** or newer model year production and equivalent in style, quantity and appointments to those offered to the general public. The current year model vehicle shall be furnished throughout the term of the contract. Vehicles offered shall confirm with the technical specifications outlined in **ATTACHMENT Q: LIGHT TRANSIT VEHICLE SPECIFICATIONS**.

The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature, except for those accessories and equipment where furnishing such would conflict with a specific requirement otherwise called for herein. In such cases the specific requirement herein takes precedence. Optional equipment as necessary to meet the specifications shall also be installed. The stripped down version will not be acceptable. All such equipment shall be included in the bid price for each line item.

It is possible that an item which is standard for the manufacturer may be listed in the option section in this IFB. In these cases, in accordance with the above paragraph, it is required that Vendor still furnish such standard equipment in the base vehicle price; Vendor is not to deduct this equipment from base vehicle offered herein in order to furnish and price it as an option(s). If standard equipment is deducted from the base vehicle by Vendor to determine base price, and priced herein as an option, Vendor shall nevertheless furnish the base vehicle at the base vehicle price offered and include such equipment without additional charge. All such equipment may be checked by the state using the manufacturer's data book or other published literature, as necessary, to determine standard versus optional equipment.

All parts, accessories, and equipment specified herein are to be manufacturer's original equipment (unless otherwise specified), and are to be furnished and installed by the manufacturer. Those items furnished by the manufacturer but



normally shipped loose for dealer installation, such as wheel covers, certain bulbs, antennas, license plate brackets, and certain clock installations, are exempted from the requirement to be manufacturer installed (but they still must be manufacturer furnished).

Any equipment which is vendor-furnished (when allowed in IFB) shall be fully compatible with the specific vehicle on which it is furnished. In addition, such equipment is to be typical of best industry practices with respect to quality, size, color, material, construction, and any other applicable characteristics. Final approval of vendor-furnished equipment shall be by the State (or by non-state agency if such is buyer), using the above criteria, at the time of delivery or before such equipment is ordered by the vendor, whichever is more appropriate in the opinion of the buyer.

The manufacturer's standard WHITE exterior finish will be provided on all vehicle orders. Interior paneling will harmonize with seat color selection made by agency and specified on purchase order. (See sections 3.1.1, regarding paneling and 3.4.6 regarding seat cover selection.) Striping or two-tone will be an option. ALL PUBLIC TRANSIT SYSTEM VEHICLES SHALL BE WHITE; STRIPING AND TWO-TONE WILL BE AVAILABLE TO ORDER AS AN OPTION. VEHICLE DIAGRAMS are included in ATTACHMENT Q.

## 5.2 DEVIATIONS

Any deviations from the *Specifications/Requirements* herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications/Requirements*, and the successful Vendor will be held responsible to supply conforming goods. All deviations, whether noted in response to a question in the previous section or not, shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable.

This image shows a full page of white paper with horizontal black lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

---

---

---

---

---

---

---

---

---

---

---

---

### 5.3 SUSTAINIBILITY

According to NC General Statute 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☐ Yes ☐ No

If yes, what is the post-consumer recycled content? \_\_\_\_\_%

What is the total recycled content? \_\_\_\_\_%

Does the packaging for the items being offered have any recycled content? ☐ Yes ☐ No

If yes, what is the post-consumer recycled content? \_\_\_\_\_%

Can this packaging be recycled? ☐ Yes ☐ No

**Other sustainable properties:**

---

---

---

---

---

### 5.4 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to resell the products and/or maintenance offered in this IFB. The Vendor should provide a signed statement from the manufacturer confirming authorization with their bid response. Failure to provide the statement shall constitute sufficient grounds for rejection of Vendor's offer, in the discretion of the State.

**Authorized:** ☐ YES ☐ NO

**Attached Manufacturer's Authority:** ☐ YES ☐ NO

## **ATTACHMENT A: PRICING FORM**

---

### **FURNISH AND DELIVER: PRICING**

The Pricing Submittal Workbook associated with this RFP is a separate electronic document that is captioned ATTACHMENT A: PRICING SUBMITTAL WORKBOOK and can be found at the following link:

<http://www.pandc.nc.gov/Documents/BidReferenceFile/201600503PricingWorkbook.xlsx>

Instructions on how to complete the Pricing Submittal Workbook can be found on the first worksheet in the Pricing Submittal Workbook. The electronic copy of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK shall be submitted in Excel format and shall not be password protected by the Vendor.

**SEE LTV VEHICLE PRICING WORKBOOK BID # 201600503, TABS 2 AND 3 FOR BASE BIDS.**

### **OPTION PRICING:**

See pages 99 – 103 in Attachment Q (Technical Specification) for Option Details.

**SEE LTV VEHICLE PRICING WORKBOOK BID # 201600503, TAB 4 – OPTIONS.**

Additional options, that are not listed, may be quoted at the MSRP less the manufacturer/vendor's discount. The Bidder is providing a discount of \_\_\_\_%. This % discount indicated shall remain the same for the entire contract period and any extensions thereof. The MSRP may be updated but shall be submitted for approval prior to becoming effective.

Vendors shall provide listing of any additional parts.

All Pricing shall be completed within the LTV VEHICLE PRICING WORKBOOK.

## ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

**a) Will any work under this Contract be performed outside the United States?**

☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States

☐ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**

*This Space is Intentionally Left Blank*

**ATTACHMENT C: INSTRUCTIONS TO VENDORS**

---

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract resulting therefrom, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT C: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the bid are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order 150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
11. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
13. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least \$25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (01 NCAC 05B .1519).
14. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
15. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

16. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
17. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.
19. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request shall be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

*This Space is Intentionally Left Blank*

**ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

**The Vendor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. §143-59 was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the State to substantiate Vendor's Certification.**

In addition, in the event of default by the Vendor under this Contract, the State may immediately cease doing business with the Vendor, immediately terminate for cause all existing Contracts the State has with the Vendor, and debar the Vendor from doing future business with the State. The State may take action against the Vendor under the False Claims Act, G.S. §1-605 through §1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate, for cause, this Contract and all other existing Contracts the Vendor has with the State, and debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
  - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.



7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
12. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
13. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).
14. **ASSIGNMENT:** No assignment of the Vendor's obligations or the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

**15. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

**16. GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

**17. ELECTRONIC PROCUREMENT:** (a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

(c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to North Carolina General Statute §147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to N.C.G.S. §105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

(d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.**

**19. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

**20. ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**21. AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

**22. WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

**23. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

## **ATTACHMENT E: FEDERAL AND STATE REQUIREMENTS & SPECIAL CONDITIONS FOR ROLLING STOCK PURCHASES**

---

### **1. GENERAL**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement, FTA MA (21), dated October 1, 2014; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R part 1201, dated December 19, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

#### **THE FOLLOWING MAY BE USED SYNONYMOUSLY:**

**"BIDDER" AND "CONTRACTOR"**

**"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

### **2. FEDERAL CHANGES**

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

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

#### **a. MAP-21 requirements apply to:**

- (1) New grants and cooperative agreements for which FTA awarded FY 2013 or a later fiscal year funds appropriated or made available to carry out MAP-21 programs,
- (2) Amendments to existing grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- (3) All "recoveries" funds FTA awards, irrespective of the fiscal year for which those funds were appropriated,

#### **b. Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:**

- (1) In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- (2) In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

### **3. NOTIFICATION OF FEDERAL PARTICIPATION**

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

### **4. DEFINITIONS**

*Third Party Agreement*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- a. Third party contracts,
- b. Leases,
- c. Third party subcontracts; and

- d. Other similar arrangements or agreements.

*Third Party Participant*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- a. Third party contractors,
- b. Lessees,
- c. Third party subcontractors, and
- d. Other participants in the Project

## 5. **CONFLICT OF INTEREST**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

## 6. **LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid 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 comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper official channels. 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 contractor.

***The requisite "Lobbying Certification" is included as ATTACHMENT F (attach Standard Form-LLL if necessary) and shall be executed for contracts of \$100,000 or more and prior to the award of the contract.***

## 7. **DISADVANTAGED BUSINESS ENTERPRISES**

The Contractor understands and agrees that as a condition of being authorized to bid on FTA-assisted transit vehicle procurements, shall certify that it has complied with the requirements of 49 CFR 26.49.

***The requisite "Transit Vehicle Manufacturer's Certification" is included as ATTACHMENT G and SHALL be completed and executed for ALL contracts and submitted with the bid or quote.***

**A BID OR QUOTE THAT IS SUBMITTED WITHOUT THE CERTIFICATION WILL NOT BE CONSIDERED FOR AWARD.**

## 8. **CIVIL RIGHTS**

- a. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4702.1 "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", issued October 1, 2012.

- b. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

- (1) **Race, Color, Religion, National Origin, Disability, Age, Sexual Origin, Gender Identity, or Status as a Parent** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor

agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (2) **Equal Employment Opportunity Requirements for Construction Activities.** For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.
- c. **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing 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 prohibit discrimination against individuals on the basis of age.
- The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.
- d. **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing 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, that prohibit discrimination on the basis of sex.
- e. **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with 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; and with 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. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) 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;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609;
- (11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
- f. **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- g. **Environmental Justice.** (According to the Master Agreement, this section is now under Environmental and applicable for Environmental Studies)
- h. **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- i. **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.
- j. 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.
- k. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

## 9. **CLEAN AIR ACT**

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or 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.
- c. In addition, Contractor shall comply with the following EPA regulations:

- (1) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. part 85,
- (2) U.S. EPA regulations, "Control of Emissions from New and In-Use Highway Vehicles and Engines," 40 C.F.R. part 86, and
- (3) U.S. EPA regulations "Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles," 40 C.F.R. part 600, and any revisions to these regulations,

#### **10. CLEAN WATER**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to 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.

#### **11. ENVIRONMENTAL PROTECTION**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2) ), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622 were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 "Efficient environmental reviews for project decision making", pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

#### **12. ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 *et seq.*

#### **13. CARGO PREFERENCE**

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

#### **14. BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state 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 waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.



The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver shall be manufactured in the United States and have a 60 percent domestic content. **Rolling stock includes:** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

**Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".**

***These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment H or I) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.***

**BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION SHALL BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either H or I) SHALL BE SUBMITTED.**

## **15. FLY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **16. DEBARMENT AND SUSPENSIONS**

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and shall include the requirement to comply with 2 CFR 180, 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 **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, 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 2 CFR 180, 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.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <https://www.sam.gov> before entering into any contracts. If the Procuring Agency, recipient, or subrecipient suspends, debar, or takes similar action against a Third Party Participant or individual, the Agency, recipient, or subrecipient will provide immediate written notice to the:

- a. NCDOT/Public Transportation Division,

- b. FTA Regional Counsel for the Region in which the Agency is located or implements the Project,
- c. FTA Project Manager if the Project is administered by FTA Headquarters Office, or
- d. FTA Chief Counsel.

***The requisite Debarment and Suspension Certification is included as ATTACHMENT J (attach additional statement if necessary) and shall be executed for contracts of \$25,000 or more and prior to the award of the contract.***

## **17. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits.

### **a. Pre-Award Audit:**

The two lowest bidders, determined at bid opening, will be required to submit the following information within three working days of the Purchaser's request. Pre-award information may also be submitted with the bid.

#### **(1) Buy America Requirements: (for contracts of \$100,000 and more)**

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- i. the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- ii. 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 the final assembly; and
- iii. a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

#### **(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (shall be completed for all purchases)**

The Contractor shall submit:

- i. the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- ii. the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

#### **(3) Solicitation Specification Requirements:**

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

### **b. Post-Delivery Audit:**

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

\*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The two lowest bidders, determined at bid opening, will be required to submit the Pre-Audit information within three (3) working days of the Purchaser's request. This information may also be submitted with the bid. **This pre-award audit information is required to be eligible for award of the bid.** Failure to comply with this requirement shall be cause for rejection of the bid.

## **18. GEOGRAPHIC PREFERENCE**

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

## **19. TERMINATION OR CANCELLATION OF CONTRACT**

Termination or cancellation of the contract, in whole or in part, may be determined by the project if it is in the best interest of the project. A notice of termination shall be delivered to the Contractor, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid for work that has been performed and completed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid. A 30-day notice of termination shall be required.

## **20. BREACH OF CONTRACT**

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined 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 Owner, 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.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required.

If a legal matter as described above emerges, the Recipient shall promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Recipient is located and the NCDOT.

## **21. NONCONSTRUCTION EMPLOYEE PROTECTION REQUIREMENTS**

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- 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 therefor 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 Owner 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.
- e. **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## **22. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. 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

## **23. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

- 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 contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the

Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. 5323(l), 18 U.S.C. § 1001 or other applicable Federal law 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.

#### **24. ACCESS TO RECORDS AND REPORTS**

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

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. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

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.

#### **25. BUS TESTING PROGRAM**

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 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 shall 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 "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

***The Bus Testing Certification is included as ATTACHMENT K and shall be executed for ALL contracts prior to the award of the contract.***

#### **26. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## **27. SAFE OPERATION OF MOTOR VEHICLES**

### **a. Seat Belt Use.**

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

### **b. Distracted Driving, Including Texting While Driving.**

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving" October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contract or to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

### **c. Safety.**

The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### **d. Definitions**

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

## **28. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

## **29. METRIC SYSTEM**

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by

U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **30. NORTH CAROLINA STATE ETHIC'S REQUIREMENT**

Pursuant to Executive Order # 24 (2009), this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- a. Have a contract with a governmental agency; or
- b. Have performed under such a contract within the past year; or
- c. Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

### **31. SENSITIVE SECURITY INFORMATION**

Each third party contractor shall protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with "The Homeland Security Act", as amended, specifically 49 U.S.C. Section 40119(b), The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15, and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520.

### **32. NC E-VERIFY REQUIREMENTS**

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-verify Affidavit included in this Invitation for Bids as **Attachment L**.

### **37. Iran Divestment Act**

N.C.G.S. 147-86.59 requires that all bids or contracts or renewals with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina include a certification that the contractor is not on the Final Divestment List as created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act 2015 and N.C.G.S. § 147-86.55 and 147-86.59, the Contractor shall not utilize the performance of the contract any subcontractor that is identified on the Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website: [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

Effective February 26, 2016. **(See Attachment M – Shall be completed for all contracts over \$1,000)**

## ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

**(To be submitted with all bids exceeding \$100,000.)**

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions 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.

*[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]*

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the State of \_\_\_\_\_;  
and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_



# **ATTACHMENT G: TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE WITH 49 CFR PART 26.49**

---

***(To be submitted with all bids. A bid, which does not include this certification, will not be eligible for award.)***

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification shall be completed and submitted with the bid.

## **TRANSIT VEHICLE MANUFACTURER CERTIFICATION**

\_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirement of  
(Name of Manufacturer)

49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year \_\_\_\_, October 1, \_\_ to September 30, \_\_ and have been approved or not disapproved by FTA.

## **OR**

\_\_\_\_\_, hereby certifies that the Manufacturer of the transit vehicle to  
(Name of Dealer/Distributor)

be supplied, \_\_\_\_\_, has complied with the above-referenced requirement of 49 CFR Part 26.49.  
(Name of Manufacturer)

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## ATTACHMENT H: CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

---

***(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment I, will not be eligible for award. ONLY SUBMIT ONE CERTIFICATION WITH BID.)***

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## ATTACHMENT I: CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

---

***(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment H, will not be eligible for award. ONLY SUBMIT ONE CERTIFICATION WITH BID.)***

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

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT J: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION**

---

***(To be submitted with all bids exceeding \$25,000.)***

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## ATTACHMENT K: CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

---

***(To be submitted with all bids.)***

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. \_\_\_\_ The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on \_\_\_\_\_ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which shall be submitted with this Bid. If the configuration or components are not identical, the manufacturer shall provide with its Bid a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. \_\_\_\_ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. \_\_\_\_ The manufacturer represents that the vehicles offered are "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
4. \_\_\_\_ The manufacturer represents that the vehicles offered are not required to be bus tested.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## ATTACHMENT L: AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of  
\_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.  
  
☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name and Title

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## ATTACHMENT M: IRAN DIVESTMENT ACT CERTIFICATION

In accordance to N.C.G.S. 147-86.59, any contractor attempting to contract with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina shall certify at the time of the bid or renewal that the assignee or contractor is not identified on a list created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each contractor, prior to contracting with the State certify, and the undersigned on behalf of the contractor does hereby certify, to the following:

1. that the Contractor is not identified on the Final Divestment List of entities that the NC State Treasurer has determined engages in investment activities in Iran.
2. that the Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the contractor to make this certification.

The agency shall include the certification in the procurement record.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S.143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ATTACHMENT N: CERTIFICATION OF FINANCIAL CONDITION

---

Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

- ☐ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**[This Certification Shall Be Signed By the Same Individual Who Signed the Bid Execution Page.]**



**ATTACHMENT O: QUESTIONNAIRE**

---

**THE FOLLOWING SHALL BE FILLED IN BY THE BIDDER****ORDERING INFORMATION:**

List the authorized dealers that will service this contract (Use additional sheets if necessary):

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  |              |  |
| <b>Address</b>          |  | <b>Phone</b> |  |
| <b>City, State, Zip</b> |  | <b>Fax</b>   |  |
| <b>Contact</b>          |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  |              |  |
| <b>Address</b>          |  | <b>Phone</b> |  |
| <b>City, State, Zip</b> |  | <b>Fax</b>   |  |
| <b>Contact</b>          |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  |              |  |
| <b>Address</b>          |  | <b>Phone</b> |  |
| <b>City, State, Zip</b> |  | <b>Fax</b>   |  |
| <b>Contact</b>          |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  |              |  |
| <b>Address</b>          |  | <b>Phone</b> |  |
| <b>City, State, Zip</b> |  | <b>Fax</b>   |  |
| <b>Contact</b>          |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  |              |  |
| <b>Address</b>          |  | <b>Phone</b> |  |
| <b>City, State, Zip</b> |  | <b>Fax</b>   |  |
| <b>Contact</b>          |  | <b>Email</b> |  |

|                         |  |              |  |
|-------------------------|--|--------------|--|
| <b>Name</b>             |  |              |  |
| <b>Address</b>          |  | <b>Phone</b> |  |
| <b>City, State, Zip</b> |  | <b>Fax</b>   |  |
| <b>Contact</b>          |  | <b>Email</b> |  |

Product information telephone number: \_\_\_\_\_

### NC Supplier Contact Form

|  |  |
|--|--|
| <b>Company Information</b>   |  |
| Company Name   |  |
| Address  |  |
| City, State, Zip Code  |  |
| Company Phone  |  |
| Company Fax  |  |
| Description of Products Sold   |  |
| Does your company utilize fulfillment partners/channel partners (dealers, distributors, resellers, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| Customer Service Phone Number  |  |
|  |  |
| Ariba Network ID (if applicable)   |  |
| Dun & Bradstreet Number  |  |
| Website URL (if applicable)  |  |
| <b>Business Contact – Person who understands NC relationships and who can serve as a project manager</b>   |  |
| First and Last Name  |  |
| Job Title  |  |
| Phone Number   |  |
| Fax Number   |  |
| E-Mail Address   |  |
| Address (if different from above)  |  |
| <b>Technical Contact – (If different from above) – Person within your organization who can assist with the creation of an electronic product catalog for your contract line items</b>                              |  |
| First and Last Name  |  |
| Job Title  |  |
| Phone Number   |  |
| Fax Number   |  |
| E-Mail Address   |  |
| Address (if different from above)  |  |
| <b>Corporate eCommerce Contact – (If different from above) – Person within your organization who best understands the company eCommerce initiatives and will communicate these initiatives to the organization</b> |  |
| First and Last Name  |  |
| Job Title  |  |
| Phone Number   |  |
| Fax Number   |  |
| E-Mail Address   |  |
| Address (if different from above)  |  |

## ATTACHMENT P: EXHIBITS

### EXHIBIT 1: PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS

Component Cost requirements of the manufacturer to meet Buy America:

The cost of components that are produced in the US (domestic) shall be more than 60% of the cost of all the components of a vehicle and final assembly takes place in the US.

For a component to be domestic, more than 60% of the subcomponents cost shall be of domestic origin and manufacture of component shall be in US.

Level of documentation of costs required shall comply with 661.11(o) (1):

The cost of a component or a subcomponent is the price that a bidder or contractor shall pay to a subcontractor or supplier for that component or subcomponent.

The cost used in the computation of domestic content may include appropriate fully allocated costs of the component or subcomponent, which would include overhead and profit allocation.

Costs may be presented in percentage form or dollar amount.

#### Domestic Content Example

| <u>Item</u>        | <u>Total Cost of Components</u> | <u>Percent/Domestic</u>    |
|--------------------|---------------------------------|----------------------------|
| One bus (ABC Mfr.) | \$100                           | At least 60% of total cost |

#### 60% Domestic Component

| <u>Component</u>        | <u>Domestic content</u>   |
|-------------------------|---|
| 1. Engine (X Co.)       | \$30 (30% of total component cost)  |
| 2. Transmission (Y Co.) | \$20 (20% of total component cost)  |
| 3. Wheels (Z Co.)       | <u>\$15</u> (15% of total component cost)   |
| Subtotal                | \$65 (65% of total component cost)<br>(5% more than required; no further components need be identified) |

#### Breakdown of components for domestic sub-component content

| <u>Sub-component</u>              | <u>Domestic content</u>  |
|-----------------------------------|--|
| 1. Engine (total cost \$30)       |  |
| a. Valves (A Co.)                 | \$12.00 (40% of cost of engine)  |
| b. Block (B Co.)                  | <u>\$10.50</u> (35% of cost of engine)   |
| Subtotal                          | \$22.50 (75% of cost of engine)<br>(15% more than required; no further sub-components need be identified)    |
| 2. Transmission (total cost \$20) |  |
| a. Gears (C Co.)                  | \$ 4.00 (20% of cost of trans.)  |
| b. Housing (D Co.)                | <u>\$ 8.00</u> (40% of cost of trans.)   |
| Subtotal                          | \$12.00 (60% of cost of trans.)<br>(minimum percent achieved; no further sub-components need be identified)  |
| Wheels (total cost \$15)          |  |
| Castings (F Co.)                  | <u>\$10.00</u> (66.7% of cost of wheels)   |
| Subtotal                          | \$10.00 (66.7% of cost of wheels)<br>(6.7% more than required; no further sub-components need be identified) |

## EXHIBIT II: ELIBLE NCDOT PUBLIC TRANSPORTATION DIVISION GRANT RECIPIENTS

### COMMUNITY TRANSPORTATION AND HUMAN SERVICE TRANSPORTATION PROGRAMS

#### Public Entities

*(County, Municipality, Public Authority, Transportation Authority, or Political Subdivisions of the State)*

- Alamance County Transportation Authority
- Albemarle Regional Health Services (dba Inter-County Public Transportation Authority)
- Alleghany County
- Anson County
- AppalCART
- Avery County Transportation Authority
- Bladen County
- Buncombe County
- Cabarrus County
- Carteret County
- Caswell County
- Cherokee County
- Choanoke Public Transportation Authority
- City of Salisbury
- City of Wilson
- Clay County
- Columbus County
- Craven County
- Cumberland County
- Dare County
- Davidson County
- Duplin County
- Durham County
- Eastern Band of Cherokee Indians
- Gaston County
- Gates County
- Goldsboro-Wayne Transportation Authority
- Graham County
- Greene County
- Guilford County
- Harnett County
- Haywood County
- Hoke County
- McDowell County
- Iredell County
- Jackson County
- Johnston County
- Kerr Area Transportation Authority
- Lee County
- Lenoir County
- Lincoln County
- Macon County
- Madison County Transportation Authority
- Martin County
- Mecklenburg County
- Mitchell County Transportation Authority
- Moore County
- New Hanover County
- Orange County
- Person County
- Pitt County
- Polk County Transportation Authority
- Robeson County
- Rowan County
- Rutherford County
- Sampson County
- Scotland County
- Stanly County
- Tar River Transit
- Transylvania County
- Tyrrell County
- Union County
- Wake County
- Washington County
- Western Piedmont Regional Transit Authority
- Wilkes Transportation Authority
- Wilson County
- Yancey County Transportation Authority

#### Private Non-Profits

- Ashe County Transportation Authority, Inc.
- Beaufort County Developmental Center, Inc.
- Brunswick Transit System, Inc.
- Chatham Transit Network (Inc.)
- Hyde County Non-Profit Private Transportation Corp.
- Community & Senior Serv. of Johnston County, Inc.
- McDowell County Transportation Planning Board, Inc.
- Mountain Projects, Inc.
- Onslow United Transit System, Inc.
- Pace at Home, Inc.
- Pender Adult Services, Inc.
- Randolph County Senior Adult Association, Inc.
- Richmond Interagency Transportation, Inc.
- Aging, Disability and Transit Services of Rockingham Co. (Inc.)
- Senior Care Connections (Robeson Co.)
- Senior Resources of Guilford (Inc.)
- Swain County Focal Point on Aging, Inc.
- The Mental Health Fund, Inc. (Catawba Co.)
- Transportation Administration of Cleveland Co., Inc.
- Western Carolina Community Action, Inc.
- Yadkin Valley Economic Development District, Inc.
- Wake Enterprises, Inc.
- The Arc of Wake County, Inc.

**METROPOLITAN AREA TRANSIT PROGRAMS**

- City of Asheville
- City of Burlington
- Cape Fear Public Transportation Authority (aka WAVE)
- Town of Cary
- Town of Chapel Hill
- City of Charlotte
- City of Concord – Concord-Kannapolis Area Transit
- City of Durham (aka Go Durham)
- City of Fayetteville
- City of Gastonia
- Goldsboro-Wayne Transportation Authority
- City of Greensboro
- City of Greenville
- Henderson County or City of Hendersonville
- City of High Point
- City of Jacksonville
- Piedmont Authority for Regional Transportation (aka PART)
- City of Raleigh (aka Go Raleigh)
- Research Triangle Regional Public Transportation Authority (aka Triangle Transit, TTA, Go Triangle)
- City of Rocky Mount
- City of Winston-Salem
- Western Piedmont Regional Transit Authority (aka Greenway Transit)

**EXHIBIT III: VENDOR CHECKLIST**

---

- \_\_\_\_\_ 1. Complete INVITATION FOR BID (Cover) page and sign. This page shall be completed and signed to be eligible for award.
  - \_\_\_\_\_ 2. The Federal Employer Identification Number form. Complete the Federal ID form and submit with bid.
  - \_\_\_\_\_ 3. Complete page 13, providing chassis and body service information, and other pertinent information. Complete and submit with the bid.
  - \_\_\_\_\_ 4. 5.4 Deviations – Page 15. This shall be completed if you are not submitting specified items. Complete this page and submit supporting documentation with bid.
  - \_\_\_\_\_ 5. 5.5 Sustainability - Page 16. Complete this page and submit with bid.
  - \_\_\_\_\_ 6. 5.6 Authorized Reseller - Page 16. Complete Manufacturer and attach letter; submit with bid.
  - \_\_\_\_\_ 7. Complete pricing pages - See Pricing Workbook – **ATTACHMENT A**
  - \_\_\_\_\_ 8. **Attachment B**, Location of Workers Utilized by Vendor – Page 18. Complete this page and submit with bid.
  - \_\_\_\_\_ 9. Federal and state requirements shall be complied with to have this bid eligible for award – Page 111 - 118
- \_\_\_\_\_ **LOBBYING Certification (Attachment F)** shall be executed prior to awarding the bid. The Public Transportation Division prefers that this certification be submitted with the bid package. This certification shall be executed and submitted no later than five (5) working days after bid opening to make this bid eligible for award.
- \_\_\_\_\_ **DBE/TVM Certification (Attachment G)** is required to be completed by the bidder and **SHALL BE** submitted with the bid. Failure to complete and submit this form will render this bid non-responsive.
- PLEASE NOTE THAT ONLY THE ANNUAL DBE GOALS SUBMITTED BY THE MANUFACTURER DIRECTLY TO FTA ARE ACCEPTABLE BY FTA. SUBMISSION OF GOALS TO ANOTHER FEDERAL AGENCY MAY NOT BE SUBSTITUTED.***
- \_\_\_\_\_ **BUY AMERICA Certification (Attachments H or I)**. This **SHALL BE** executed and included with the bid package. Buy America requires as a "condition of responsiveness", which means that in order for a bid to be considered for award; **ONLY ONE** certification may be submitted with the bid.
- BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION SHALL BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either H or I) MAY BE SUBMITTED.***
- \_\_\_\_\_ **DEBARMENT Certification (Attachment J)** shall be executed prior to awarding the bid. The Public Transportation Division prefers that this certification be submitted with the bid package. This certification shall be executed and submitted no later than five (5) working days after bid opening to make this bid eligible for award.
- \_\_\_\_\_ **BUS TESTING Certification (Attachment K)** shall be executed prior to awarding the bid. The Public Transportation Division prefers that this certification be submitted with the bid package. The Bidder shall select which statement represents the vehicles being offered. A copy of the bus testing report, if applicable, is to be submitted with the bid. This certification shall be executed and submitted no later than five (5) working days after bid opening to make this bid eligible for award.
- \_\_\_\_\_ **E-Verify Certification (Attachment L)** shall be executed prior to awarding the bid. The Public Transportation Division prefers that this certification be submitted with the bid package. This certification shall be executed and submitted no later than five (5) working days after bid opening to make this bid eligible for award.
- \_\_\_\_\_ **Iran Divestment Act Certification (Attachment M)** shall be executed prior to awarding the bid. The Public Transportation Division prefers that this certification be submitted with the bid package. This certification shall be executed and submitted no later than five (5) working days after bid opening to make this bid eligible for award.

- \_\_\_\_\_ 10. **PRE-AWARD AUDIT of Rolling Stock** shall be submitted prior to the award of the bid. The Division prefers that the information be submitted with the bid package. This information shall be submitted no later than five (5) working days after the bid opening to make this bid eligible for award. The following information is to be submitted for the Pre-Award Audit:
- \_\_\_\_\_ a) A breakdown of component and subcomponent parts of the vehicle being offered. Identify by percentage the cost of components which are produced in the US. The manufacturer and country of origin shall also be included. See Exhibit 1 for details.
- \_\_\_\_\_ b) The final assembly point, including a description of the activities, and the cost of final assembly.
- \_\_\_\_\_ c) The manufacturer's self-certification that the vehicle meets all required FMVSS.
- \_\_\_\_\_ 11. **Attachment N** Certification of Financial Condition - Page 48. Complete and submit with the bid.
- \_\_\_\_\_ 12. Complete **ATTACHMENT O**, Questionnaire for ordering and supplier information, and other pertinent information, page 49-50. Complete and submit with the bid.
- \_\_\_\_\_ 13. **ATTACHMENT P**, references the Exhibits III and IV that need to be completed and included in the bid. Exhibit III is FMVSS Chassis Requirements - Pages 56-57. Complete, sign and submit with the bid and IV is the Vendor Checklist, pages 54-55 that shall be completed, signed and submitted with the bid.
- \_\_\_\_\_ 14. Complete the "bidder response" for the technical specifications, **ATTACHMENT Q**, pages 62-110. Please note that responses may require a "yes/no" or ask for a specific quantity, dimension, or size. Responses shall be appropriate for the information requested. Example: Tire size offered: response should be size and rating for tire that meets GVWR; a yes or no response is inappropriate. Any items left blank will be considered non-responsive and the bid will be not be eligible for award.
- \_\_\_\_\_ 15. Submit One (1) Signed Original hard copy and Two (2) Signed Complete Hard Copies in separate three ring notebooks. Each copy should be complete with duplicate and signed copies that are submitted in the original bid. Include one (1) usb or flash drive with a PDF copy of the complete bid. Pricing Excel workbook shall be in Excel format. **See Item 2.5 for sectionalized listing to be included in notebooks.**

The Bidder \_\_\_\_\_, hereby certifies and affirms that they have completed all requirements of the bid and the checklist and to the truthfulness and accuracy of the information provided. This checklist shall be submitted with the bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name and Title of Bidder

**EXHIBIT IV: FMVSS REQUIREMENTS**

**CHASSIS FMVSS REQUIREMENTS**

**U.S. & CANADIAN MOTOR VEHICLE SAFETY STANDARDS  
(Application By Vehicle Type)**

| Standard Number | Title of Standard  | Vehicle Type         |            |                         |     |                     | Equipment (1) |
|-----------------|--|----------------------|------------|-------------------------|-----|---------------------|---------------|
|                 |  | Bus (Not School Bus) | School Bus | Truck (Not Walk-In Van) | MPV | Truck (Walk-In Van) |               |
| 101             | Controls and Displays  | X                    | X          | X                       | X   | X                   |               |
| 102             | Transmission Shift Lever Sequence, Starter Interlock and Transmission Braking Effect   | X                    | X          | X                       | X   | X                   |               |
| 103             | Windshield Defrosting and Defogging Systems  | X                    | X          | X                       | X   | X                   |               |
| 104             | Windshield Wiping and Washing Systems  | X                    | X          | X                       | X   | X                   |               |
| 105             | Hydraulic and Electric Brake Systems   | X                    | X          | X                       | X   | X                   |               |
| 106             | Brake Hoses  | X                    | X          | X                       | X   | X                   | X             |
| 108             | Lamps, Reflective Devices and Associated Equipment   | X                    | X          | X                       | X   | X                   | X             |
| 108.1           | Alternative Requirements for Headlamps (Canada only)   | X                    | X          | X                       | X   | X                   | X             |
| 111             | Rearview Mirrors   | X                    | X          | X                       | X   | X                   |               |
| 113             | Hood Latch System  | X                    | X          | X                       | X   | X                   |               |
| 115             | Vehicle Identification Number (Canada only)  | X                    | X          | X                       | X   | X                   |               |
| 116             | Motor Vehicle Brake Fluids   | X                    | X          | X                       | X   | X                   | X             |
| 119 (2)         | New Pneumatic Tires for Motor Vehicles with a GVWR of More Than 4,536 Kilograms (10,000 Pounds) and Motorcycles  |                      |            |                         |     |                     | X             |
| 120             | Tire Selection and Rims and Motor Home / Recreation Vehicle Trailer Load Carrying Capacity Information for Motor Vehicles with a GVWR of More Than 4,536 Kilograms (10,000 Pounds) | X                    | X          | X                       | X   | X                   | X             |
| 124             | Accelerator Control Systems  | X                    | X          | X                       | X   | X                   |               |
| 131             | School Bus Pedestrian Safety Devices (except Multifunction School Activity Bus)  |                      | X          |                         |     |                     |               |
| 205             | Glazing Materials  | X                    | X          | X                       | X   | X                   | X             |
| 206             | Door Locks and Door Retention Components   |                      |            | X                       | X   | X                   |               |
| 207             | Seating System   | X                    | X          | X                       | X   | X                   |               |
| 208             | Occupant Crash Protection  | X                    | X          | X                       | X   | X                   | X             |
| 209             | Seat Belt Assemblies   | X                    | X          | X                       | X   |                     | X             |
| 210             | Seat Belt Assembly Anchorages  | X                    | X          | X                       | X   | X                   |               |
| 210.1           | User-Ready Tether Anchorages for Restraint Systems and Booster Seats (Canada only)   |                      | X          |                         |     |                     |               |
| 210.2           | Lower Universal Anchorage Systems for Restraint Systems and Booster Seats (Canada only)  |                      | X          |                         |     |                     |               |
| 213             | Child Restraint Systems (U.S. only)  | X                    | X          | X                       | X   | X                   | X             |



## U.S. & CANADIAN MOTOR VEHICLE SAFETY STANDARDS (Application By Vehicle Type) *(Continued)*

| Standard Number | Title of Standard   | Vehicle Type         |            |                         |     |                     | Equipment (1) |
|-----------------|---|----------------------|------------|-------------------------|-----|---------------------|---------------|
|                 |   | Bus (Not School Bus) | School Bus | Truck (Not Walk-In Van) | MPV | Truck (Walk-in Van) |               |
| 213.4           | Built-In Child Restraint Systems & Built-In Booster Seats (Canada only) | X                    | X          | X                       | X   | X                   | X             |
| 217             | Bus Emergency Exits and Window Retention and Release                    | X                    | X          |                         |     |                     |               |
| 220             | School Bus Rollover Protection  |                      | X          |                         |     |                     |               |
| 221             | School Bus Body Joint Strength  |                      | X          |                         |     |                     |               |
| 222             | School Bus Passenger Seating and Crash Protection                       |                      | X          |                         |     |                     |               |
| 301             | Fuel System Integrity   |                      | X          |                         |     |                     |               |
| 301.1           | LPG Fuel System Integrity (Canada only)                                 |                      |            | X                       | X   |                     |               |
| 301.2           | CNG Fuel System Integrity (Canada only)                                 |                      |            | X                       | X   |                     |               |
| 302             | Flammability of Interior Materials                                      | X                    | X          | X                       | X   | X                   |               |
| 303             | Fuel System Integrity of Compressed Natural Gas Vehicles (U.S. only)    |                      | X          |                         |     |                     |               |
| 304             | Compressed Natural Gas Fuel Container Integrity (U.S. only)             | X                    | X          | X                       | X   | X                   |               |
| 403             | Platform Lift Systems for Motor Vehicles                                |                      |            |                         |     |                     | X             |
| 404             | Platform Lift Installations in Motor Vehicles                           | X                    | X          | X                       | X   | X                   |               |
| PART 393.67     | Parts and Accessories Necessary for Safe Operation – Liquid Fuel Tanks  |                      |            |                         |     | X                   | X             |
| PART 565/565.4  | Vehicle Identification Number (VIN) Requirements (U.S. only)            | X                    | X          | X                       | X   | X                   |               |
| PART 567        | Certification (Label Contents & Location)                               | X                    | X          | X                       | X   | X                   |               |
| 1106            | Noise Emissions (Canada only)   | X                    | X          | X                       | X   | X                   |               |

(1) This column identifies Standards that have equipment/component requirements.

(2) Canadian 119 requirements are found in the Motor Vehicle Tire Safety Standards.

The Bidder, \_\_\_\_\_, hereby certifies and affirms that all applicable FMVSS requirements, or any amendment thereto, have been met or will be met in the construction and manufacture of the vehicles supplied under this bid/contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name and Title of Bidder

## **ATTACHMENT Q: PRODUCT SPECIFICATIONS**

---

### **TECHNICAL SPECIFICATIONS FOR LIGHT TRANSIT VEHICLES**

**BIDDER RESPONSE:** Failure to complete the attached “Technical Specification” for the line items offered may subject your bid to rejection. Bidder Checklist and Federal Certifications shall be submitted with bid to be eligible for award.

### **VEHICLE DIAGRAMS**

The Vehicle diagrams show seating arrangements and actual placement of items called for herein. All Vehicle floor plans can be found under **APPENDIX A, Pages 111 – 118**. The following is a listing of all floor diagrams in Appendix A:

**20' Light Transit Vehicle (Diagrams A-1 and A-2)**

**22' Light Transit Vehicle (Diagram B-2)**

**25' Light Transit Vehicle (Diagrams C-2, C-3, and C-4)**

**28' Light Transit Vehicle (Diagrams D2 and D-3)**

# LIGHT TRANSIT VEHICLE SPECIFICATIONS

## STEEL REINFORCED COMPOSITE AND METAL LTV

### 20' – 22' – 25' – 28'

| <u>DETAILED SPECIFICATION</u>                       | <u>Page</u> |
|---|-------------|
| <b>1.0 CHASSIS</b>                                  |             |
| 1.1 General Requirements                            | 62          |
| 1.2 Dimensions                                      | 62          |
| 1.3 Frame   | 63          |
| 1.4 Axles   | 63          |
| 1.5 Suspension                                      | 64          |
| 1.6 Engine  | 64          |
| 1.7 Transmission                                    | 65          |
| 1.8 Cooling System                                  | 65          |
| 1.9 Fuel System                                     | 65          |
| 1.10 Exhaust System                                 | 66          |
| 1.11 Drive Shaft                                    | 66          |
| 1.12 Steering                                       | 66          |
| 1.13 Brakes   | 67          |
| 1.14 Wheels and Tires                               | 68          |
| 1.15 Electrical System                              | 69          |
| <b>2.0 BODY</b>                                     |             |
| 2.1 General   | 71          |
| 2.2 Body A - Steel Frame Reinforced Composite Body  | 71          |
| 2.3 Body B – Steel Frame Reinforced Metal Skin Body | 73          |
| 2.4 Floor Construction                              | 75          |
| 2.5 Doors   | 76          |
| 2.6 Windshield and Windows                          | 77          |
| 2.7 Bumpers   | 78          |
| 2.8 Exterior Lighting                               | 78          |
| 2.9 Roof Ventilator/Emergency Exit                  | 79          |
| 2.10 Exterior Mirrors                               | 79          |
| 2.11 Finishing Procedures                           | 79          |
| 2.12 Rustproofing                                   | 80          |
| 2.13 Exterior Color                                 | 80          |
| 2.14 Driver's Running                               | 81          |
| Board   |             |
| <b>3.0 INTERIOR</b>                                 |             |
| 3.1 Paneling and Trim                               | 81          |
| 3.2 Insulation                                      | 82          |
| 3.3 Flooring  | 82          |
| 3.4 Seating   | 83          |
| 3.5 Passenger Restraint System                      | 84          |
| 3.6 Floor Plans                                     | 84          |
| 3.7 Lighting  | 85          |
| 3.8 Instrument Panel, Dash, and other Controls      | 85          |

|            |   |     |
|------------|---|-----|
| 3.9        | Heating and Cooling                                       | 86  |
| 3.10       | Stanchions, Grab Bars, and Overhead Rail                  | 89  |
| 3.11       | Emergency and Safety Equipment                            | 90  |
| 3.12       | Priority Seating Signs                                    | 91  |
| <b>4.0</b> | <b>WHEELCHAIR/MOBILITY AID LIFT SYSTEM (Optional)</b>     |     |
| 4.1        | General   | 91  |
| 4.2        | Lift Door and Location                                    | 92  |
| 4.3        | Wheelchair/mobility Aid Stations                          | 92  |
| 4.4        | Wheelchair/mobility Aid Device Securement System          | 93  |
| 4.5        | Wheelchair /mobility Aid Occupant Restraint System        | 94  |
| 4.6        | Wheelchair /mobility Aid Device Lift                      | 95  |
| 4.7        | Lift Platform   | 96  |
| 4.8        | Lift Controls, Interlock, Electrical Circuits, and Wiring | 97  |
| 4.9        | Additional Requirements                                   | 98  |
| <b>5.0</b> | <b>OPTIONS</b>  |     |
| 5.1        | Alternative Chassis - GM                                  | 99  |
| 5.2        | Alternative Chassis - Ford                                | 99  |
| 5.3        | Increase to Ford F-450                                    | 99  |
| 5.4        | 6.7L Power Stroke Diesel engine                           | 99  |
| 5.5        | Alternative Fuel – Propane                                | 99  |
| 5.6        | Alternative Fuel – Propane Bi-fuel Conv. Kits             | 99  |
| 5.7        | Alternative Fuel – CNG                                    | 99  |
| 5.8        | Alternative Fuel – Hybrid                                 | 100 |
| 5.9        | Alternative Fuel – All Electric                           | 100 |
| 5.10       | Brake Retarder  | 100 |
| 5.11       | Service and Parts Manuals/CD                              | 100 |
| 5.12       | Electric Transit door                                     | 100 |
| 5.13       | Detailing   | 100 |
| 5.14       | Hubometer   | 100 |
| 5.15       | Seat Belt Extenders                                       | 100 |
| 5.16       | Quick Strap for Mobility Aid Devices                      | 100 |
| 5.17       | Manual Fareboxes  | 100 |
| 5.18       | Electronic Fareboxes                                      | 100 |
| 5.19       | Destination Signs   | 101 |
| 5.20       | Wireless Camera surveillance system                       | 101 |
| 5.21       | Annunciation Systems                                      | 101 |
| 5.22       | Stop Request System                                       | 101 |
| 5.23       | Fire Suppression System                                   | 101 |
| 5.24       | Driver's Seat Upgrades                                    | 101 |
| 5.25       | Foldaway Seats  | 101 |
| 5.26       | Alternate Seating   | 102 |
| 5.27       | Child Integrated Seat                                     | 102 |
| 5.28       | Auxiliary Red Brake lights                                | 102 |
| 5.29       | Auxiliary Red Strobe Light                                | 102 |
| 5.30       | Upgrade Stepwell  | 102 |
| 5.31       | Upgrade Door frame  | 102 |
| 5.32       | Ultra-sonic backup warning alarm                          | 102 |
| 5.33       | Exterior Mirrors w/ turn signal upgrade                   | 102 |

|  |   |                |
|--|---|----------------|
| 5.34   | Air Conditioning upgrades for 22' and 25' LTV | 102            |
| 5.35   | Air Conditioning upgrades for 28' LTV         | 102            |
| 5.36   | Additional Emergency Windows                  | 102            |
| 5.37   | Bike Rack                                     | 103            |
| 5.38   | Engine Block Heater                           | 103            |
| 5.39   | Extended Warranty Coverage                    | 103            |
| <b>6.0</b>   | <b>WARRANTY &amp; WORKMANSHIP</b>             |                |
| 6.1  | Warranty                                      | 103            |
| 6.2  | Workmanship                                   | 104            |
| 6.3  | Motor Vehicle Standards                       | 104            |
| 6.4  | Manufacturer Quality Assurance Programs       | 105            |
| <b>7.0</b>   | <b>MISCELLANEOUS REQUIREMENTS</b>             |                |
| 7.1  | Descriptive Literature                        | 105            |
| 7.2  | Certificate of Origin                         | 105            |
| 7.3  | Production Schedule and Inspection            | 106            |
| 7.4  | Testing                                       | 106            |
| 7.5  | Pre-Delivery Servicing                        | 106            |
| 7.6  | Product Support Literature                    | 107            |
| 7.7  | Vendor/Dealer Advertisements                  | 107            |
| 7.8  | Vehicle Inspection and Acceptance             | 108            |
| 7.9  | Training                                      | 109            |
| 7.10   | Post-delivery survey                          | 110            |
| <br>   |   |                |
| <b>APPENDIX A – VEHICLE FLOOR DIAGRAMS</b>             |   | <b>111-118</b> |
| 20' Light Transit Vehicle (Diagrams A-1 and A-2)       |   | 111-112        |
| 22' Light Transit Vehicle (Diagram B-2)                |   | 113            |
| 25' Light Transit Vehicle (Diagrams C-2, C-3, and C-4) |   | 114-116        |
| 28' Light Transit Vehicle (Diagram D2 and D-3)         |   | 117-118        |

| Specifications  | Vendor's Response  |
|---|--|
| <b>1.0 CHASSIS</b>  | <b>Answer completely or indicate Yes/No as appropriate</b> |
| 1.1 General Requirements  |  |
| 1.1.1 Vehicle chassis shall be completed on the heaviest duty cut-away chassis available from the manufacturer. The chassis will provide the safest and most reliable service in stop and go traffic as well as on the open road. | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 1.1.2 Vehicle shall meet all applicable SAE and FMVSS requirements.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 1.2 Dimensions (The dimensions listed are approximate minimums.)  |  |
| <b>A. 20' – 13 Adult Passengers (Maximum Capacity)</b>  |  |
| 1.2.1 Wheelbase - 138"  | W.B. _____ inches  |
| 1.2.2 Overall length – 260"   | O.L. _____ inches  |
| 1.2.3 Overall width – 84"   | O.W. _____ inches  |
| 1.2.4 Inside width – 81"  | I.W. _____ inches  |
| 1.2.5 Overall height - 107"   | O.H. _____ inches  |
| 1.2.6 Inside height - 74"   | I.H. _____ inches  |
| <b>B. 22' – 20 Adult Passengers (Maximum Capacity)</b>  |  |
| 1.2.1 Wheelbase - 158"  | W.B. _____ inches  |
| 1.2.2 Overall length – 283"   | O.L. _____ inches  |
| 1.2.3 Overall width – 96"   | O.W. _____ inches  |
| 1.2.4 Inside width – 90"  | I.W. _____ inches  |
| 1.2.5 Overall height - 110"   | O.H. _____ inches  |
| 1.2.6 Inside height - 76"   | I.H. _____ inches  |
| <b>C. 25' – 24 Adult Passengers (Maximum Capacity)</b>  |  |
| 1.2.1 Wheelbase - 176"  | W.B. _____ inches  |
| 1.2.2 Overall length – 308"   | O.L. _____ inches  |
| 1.2.3 Overall width – 96"   | O.W. _____ inches  |
| 1.2.4 Inside width – 90"  | I.W. _____ inches  |
| 1.2.5 Overall height - 110"   | O.H. _____ inches  |

|  |   |  |
|--|---|--|
| 1.1.6  | Inside height - 76"   | I.H. _____ inches  |
| <b>D. 28' – 28 Adult Passengers (Maximum Capacity)</b> |   |  |
| 1.2.1  | Wheelbase - 213"  | W.B. _____ inches  |
| 1.2.2  | Overall length – 360"   | O.L. _____ inches  |
| 1.2.3  | Overall width – 96"   | O.W. _____ inches  |
| 1.2.4  | Inside width – 90"  | I.W. _____ inches  |
| 1.2.5  | Overall height - 116"   | O.H. _____ inches  |
| 1.2.6  | Inside height - 76"   | I.H. _____ inches  |
| 1.3  | Frame   |  |
| 1.3.1  | Frame rail assembly shall be of one piece, high yield strength steel construction provided by the chassis manufacture. Frame shall be designed to correspond with or exceed standard practice performance criteria for vehicles of this type and for the vehicle weight and anticipated loads and stresses. Vendor/manufacture shall certify that they are in compliance for the chassis they are submitting and meet the either Ford's QVM standards or similar quality assurance procedures that GM has. (Attached certification: see section 6.4 for more information) | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Certification Attachment ____  |
| A.   | 20' vehicle-minimum 11,500 lbs. OEM.  | _____ Lbs.   |
| B.   | 22' vehicle-minimum 12,300 lbs. OEM   | _____ Lbs.   |
| C.   | 25' vehicle-minimum 14,200 lbs. OEM   | _____ Lbs.   |
| D.   | 28' vehicle-minimum 19,500 lbs. OEM   | _____ Lbs.   |
| 1.4  | Axles   |  |
| 1.4.1  | The axles shall be of sufficient strength to carry without damage, their share of the actual weight of the vehicle plus anticipated loads and stresses.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 1.4.2  | <p>The front axles shall have a minimum design load rating of 4,600 lbs. for the 20'/22'/25' Ford chassis and 4,300 lbs. on the 20'/22' GM/Chevy chassis.</p> <p>The front axle for the 28' chassis shall have a minimum design load rating of 7,000 lbs. according to the chassis manufacturer's rating.</p>   | <p>20'/22'/25' LTV _____ lbs.</p> <p><input type="checkbox"/> Ford   <input type="checkbox"/> GM/Chevy</p> <p>20'/22' LTV _____ lbs.</p> <p><input type="checkbox"/> GM/Chevy</p> <p>28' LTV _____ lbs.</p> <p><input type="checkbox"/> Ford</p> |

|                       |   |  |
|-----------------------|---|--|
| 1.4.3                 | The rear axle shall have a minimum design load rating, according to the chassis manufacturer, of :<br>7,800 lbs. - 20' LTV<br>8,500 lbs. - 22' LTV<br>9,450 lbs. - 25' LTV<br>13,660 lbs. - 28' LTV   | 20' LTV _____ Lbs.<br>22' LTV _____ Lbs.<br>25' LTV _____ Lbs.<br>28' LTV _____ Lbs. |
| 1.4.4                 | List available drive axle ratios, including manufacturer's standard recommended ratio.  | Ratios: _____ Std.<br>_____ Std.<br>_____ Std.<br>_____ Optional                     |
| 1.4.5                 | A design requiring a tag axle in order to meet the vehicle GVWR is not acceptable.  | Tag Axle: <input type="checkbox"/> YES <input type="checkbox"/> NO                   |
| 1.5 Suspension System |   |  |
| 1.5.1                 | The suspension system shall be heavy duty and load rated for the GVW of the vehicle. Additional suspension support shall be provided if needed with wheelchair lift equipped vehicles to prevent listing or leaning. Springs shall provide smooth and quite ride under various load conditions. | <input type="checkbox"/> YES <input type="checkbox"/> NO                             |
| 1.5.2                 | Multi-leaf springs shall be provided on rear, coil springs on front   | <input type="checkbox"/> YES <input type="checkbox"/> NO                             |
| 1.5.3                 | A front stabilizer bar shall be provided.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                             |
| 1.5.4                 | A rear stabilizer bar shall be provided if available.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                             |
| 1.5.5                 | Shock Absorbers shall be heavy duty, double acting type. They shall be load rated and capable of controlling the ride when the vehicle is empty, as well as when loaded to the GVW. One (1) shall be located at each wheel and give maximum trouble-free life in transit operations.            | <input type="checkbox"/> YES <input type="checkbox"/> NO                             |
| 1.5.6                 | MOR/Ryde RL Suspension Kit or approved equal to be installed on the rear axle per the manufacturer's requirements.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                             |
| 1.6 Engine            |   |  |
| 1.6.1                 | Engine shall be of heavy-duty design and construction. Engine shall be gas, V-8 or V-10 fuel injected.  |  |
|                       | 20' – 6.0 L minimum   | Offering: _____  |
|                       | 22'/25' – 6.0L minimum  | Offering: _____  |
|                       | 28' – 6.8L minimum  | Offering: _____  |
| 1.6.2                 | Oil filter shall be full flow spin-on type. The engine shall be equipped with an engine oil cooler.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                             |
| 1.6.3                 | Engine compartment shall be insulated with 3/4" (approximately) fiberglass or equivalent material to minimize interior noise, heat and fumes.   | Offering: _____  |



|                     |  |  |
|---------------------|--|--|
| 1.7 Transmission    |  |  |
| 1.7.1               | Heavy duty 5-speed, automatic overdrive transmission compatible with the engine specified for the 20'/22'/25'/28' LTV.   | Offering: _____  |
| 1.7.2               | The transmission shall be equipped with a hydraulic transmission governor, adequate torque capacity clutch packs, and oil pump with a minimum capacity to supply all transmission lube and shift requirements at idle speed, and external transmission oil cooler or equivalent to maintain safe operating temperature at rated loads. The automatic transmission provided shall be of adequate strength and capacity to perform under the frequent start-stop duty cycle anticipated. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.7.3               | Transmission shift control shall be interlocked with starting motor to prevent engagement of the starter in any gear position other than "Neutral" or "Park."  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.7.4               | Transmission shift control shall have a position lock shift lever for each shift position with an illuminated range indicator.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.8 Cooling System  |  |  |
| 1.8.1               | Radiator fan shall be thermostatically controlled fluid drive type or clutch belt driven type so as to be effectively power driven only above the minimum efficient engine temperature and shall maintain engine temp. at the proper operating temperatures.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.8.2               | Radiator surge or overflow tank shall be provided (coolant recovery kit) such that expelled coolant is saved and restored to the cooling system.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.8.3               | Coolant provided shall be permanent type antifreeze with rust inhibitor, mixed so as to protect from freezing down to -30 degrees Fahrenheit.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.9 Fuel System     |  |  |
| 1.9.1               | Fuel tank(s) shall be the maximum capacity available with chassis and internally baffled to prevent surging.   |  |
|                     | 20'/22' – 33 gallon min.   | _____ Gallon   |
|                     | 25' – 55 gallon min.   | _____ Gallon   |
|                     | 28' – 40 gallon min.   | _____ Gallon   |
| 1.9.2               | An engine mounted fuel filter with replaceable type elements is required.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.9.3               | Access to fuel tank/fuel pump shall be provided through a trap door on the interior floor.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.10 Exhaust System |  |  |

|        |   |  |
|--------|---|--|
| 1.10.1 | The vehicle shall be equipped with a heavy duty exhaust system which meets FMVSS and EPA noise level and exhaust emission (smoke and noxious gases) requirements.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.10.2 | The tail pipe shall exhaust to the street side (left side) and slightly downward at the rear of the vehicle. If tail pipe cannot be routed to the left due to the tire mounted under the chassis, then straight back to exit at the rear of the vehicle is acceptable. To be approved during the pilot model. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.10.3 | Exhaust system shall be securely attached to the chassis frame.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.10.4 | Flexible tubing shall not be used between the engine and the muffler.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.10.5 | A certificate stating compliance will be provided by the successful contractor with each vehicle delivered stating as follows:  | Certificate is Attachment_____                           |
|        | <ul style="list-style-type: none"> <li>Horsepower of the vehicle furnished is adequate for the speed and terrain in which it will operate. Such horsepower includes the demands of auxiliary power equipment.</li> </ul>  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
|        | <ul style="list-style-type: none"> <li>Gases and vapors emanating from the crankcase of spark ignition engines are controlled in such a manner as to minimize their escape to the atmosphere. (Such control may provide for the return of such gases to the induction system of the engine.)</li> </ul>       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
|        | <ul style="list-style-type: none"> <li>Visible emissions from the exhaust pipe will not exceed State or Federal EPA standards</li> </ul>  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.11   | Drive Shaft   |  |
| 1.11.1 | The drive shaft shall be a minimum 3-1/2" and heavy duty type utilizing one or more Spicer needle bearing universal joints or equivalent.   | Size _____Inches   |
| 1.11.2 | The drive shaft shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.11.3 | Protective metal guards (2 or 3 as needed) for the shaft shall be provided to prevent a broken shaft from touching the ground, contacting any brake line, or whipping through the floor.  | No. of guards: _____                                     |
| 1.12   | Steering  |  |
| 1.12.1 | Heavy-duty power-assisted steering shall be provided.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.12.2 | Steering mechanism shall be constructed so as to make the wheel free from road shock and vibration. Steering mechanism shall be self-centering, requiring little or no effort to bring the vehicle back to a straight-ahead position after turning.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 1.12.3 | The steering wheel shall be the standard size available with the chassis, approx. 15" in diameter. The wheel ring shall be of all plastic or synthetic resin construction, molded over metal.   | Size: _____  |

|             |  |
|-------------|--|
|             | Further, it shall be provided with puller holes in the hub so that a standard or universal puller may be used  |
| 1.12.4      | Provision shall be made for easy external adjustment of steering gear backlash. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 1.12.5      | All steering linkage wear points, including tie rod ends, shall be fitted with lubrication fittings and replaceable bushing or inserts. Bushings shall be heavy duty to with-stand heavy duty transit use. Previous cutaway vehicles had numerous problems with wear-out issues. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>   |
| 1.12.6      | OEM tilt steering and cruise control shall be provided. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 1.13 Brakes |  |
| 1.13.1      | Hydraulic braking system shall be the heaviest duty available for the GVWR of the vehicle. Braking system shall comply with FMVSS-121 or FMVSS-105 as applicable. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 1.13.2      | <p>Notwithstanding the requirements of 1.13.1 above, the brake dimensions shall conform to the following minimums:</p> <p><b><u>20'</u>:</b></p> <p>Front Disc Brakes 13" (Rotor Diameter)<br/>Rear Drum/Disc Brakes 12"</p> <p><b><u>22'/25'</u>:</b></p> <p>Front Disc Brakes 13" (Rotor Diameter)<br/>Rear Disc Brakes 12.9"</p> <p><b><u>28'</u>:</b></p> <p>Front &amp; Rear Disc Brakes</p> <div style="text-align: right;"> <p>Sizes: (list each)</p> <p>20' Front _____</p> <p>20' Rear _____</p> <p>22'/25' Front _____</p> <p>22'/25' Rear _____</p> <p>28' Front _____</p> <p>28' Rear _____</p> </div> |
| 1.13.3      | Brake Booster shall be provided. <span style="float: right;">Type: _____</span>  |
| 1.13.4      | Brake control, such as anti-lock, to be provided. If available by the manufacturer. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 1.13.5      | Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22 foot stop from a speed of 20 miles per hour. They shall be capable of this type of stop 3 times in rapid succession from a speed of 20 MPH without brake fade. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>   |
| 1.13.6      | <p>Parking Brake shall be manually, foot operated, should be located to the left of driver, and activate the rear wheel brakes. The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline. The system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on. The parking brake on the 24 passenger vehicles may be transmission mounted drum.</p> <div style="text-align: right;"> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Type of parking brake: _____</p> <p>_____</p> </div>                          |
| 1.13.7      | <p>Wheelchair lift equipped vehicles shall have an interlock system, InterMotive Intelligent System, or approved equal,</p> <div style="text-align: right;"> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Interlock System: _____</p> </div>   |

|   |   |
|---|---|
| <p>preventing the operation of the lift unless the vehicle is in park and the parking brake is engaged.</p>   |   |
| <p>1.14 Wheels and Tires</p>  |   |
| <p>1.14.1 Vehicle shall be provided with seven (7) (single front, dual rear, and a spare) ventilated, white (or gray) powder coated or painted pressed steel wheels.</p> <p>The heaviest duty wheels available to meet manufacturer's GVWR shall be provided. Extra heavy duty wheel bearings shall be used.</p>  | <p>Tire Rim Sizes:</p> <p>_____ (20')</p> <p>_____ (22')</p> <p>_____ (25')</p> <p>_____ (28')</p>    |
| <p>1.14.2 Bidder shall provide seven (7), steel belted, 10 ply, all weather, radial tires that meet the manufacturer's GVWR.</p> <p>All tires should be all the same Name Brand and have a minimum warranty of 50,000 miles. All tires should have valve extensions on them; rear inside tires may need longer ones.</p>  | <p>Tire Sizes:</p> <p>_____ (20')</p> <p>_____ (22')</p> <p>_____ (25')</p> <p>_____ (28')</p>        |
| <p>1.14.3 All tires and wheels, including the spare shall be the same type and brand and be interchangeable. All tires and wheels shall be properly balanced and aligned.</p>   | <p>Tire Brand Offered:</p> <p>_____</p>   |
| <p>1.14.4 The rear tire track width shall be a minimum of 82" measured at the center line of the outside dual tire.</p>   | <p>Width: _____"</p>  |
| <p>1.14.5 The spare tire shall be mounted and secured in an accessible location approved by NCDOT. Identify location in each vehicle. If spare cannot be mounted, tire shall be wrapped &amp; shipped flat in vehicle; identify and give reason.</p>  | <p>Spare tire mount location:</p> <p>20' _____</p> <p>22' _____</p> <p>25' _____</p> <p>28' _____</p> |
| <p>1.14.6 All wheel alignment shall be completed after mounting of the bus body and all optional equipment. The alignment shall include the installation of eccentric cam and caster to prevent excessive wear of the steering tires.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                                       |
| <p>1.15 Electrical System</p>   |   |
| <p>1.15.1 The vehicle is to be equipped with a twelve (12) volt extra heavy duty electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift, flashers, air conditioning or heater and other accessories in constant operation). All electrical systems and equipment shall comply with all applicable FMVSS and shall conform to all applicable SAE recommended standards.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                                       |

|  |  |
|--|--|
| <p>1.15.2 The alternator shall be the OEM chassis single, a minimum of 225 amps (Ford) and 240 amps (GM) for gas engine chassis. Optional diesel engines require dual OEM alternators.</p>   | <p>Alternator brand:<br/>Gas _____<br/>Diesel _____</p>  |
| <p>1.15.3 Dual, maintenance free 12 volt DC batteries with a total of 1400 CCA (minimum) shall be provided for all LTVs. Only auxiliary battery shall be skirt mounted on a slide tray under the body, OEM shall remain mounted under hood. The tray shall be secured and prevented from becoming mobile during transport. The vehicle shall be equipped with a main disconnect switch labeled and located on the floor or dash, so as to be convenient to the driver. There shall be a latch but no lock on the access door to hinder a quick access in an emergency. The latch shall be sturdy enough to prevent the door from coming opening during vehicle operation.</p>  | <p>Each Battery:<br/><br/>20' LTV: _____ CCA<br/>22' LTV: _____ CCA<br/>25' LTV: _____ CCA<br/>28' LTV: _____ CCA</p>  |
| <p>1.15.4 A fast idle system shall be installed on all of the LTVs, which will automatically increase the engine speed (rpm) to approximately 1,100 RPM. This fast idle shall engage when vehicle transmission is in park or neutral and the air conditioning is on. InterMotive Brand or approved equal shall be provided. This control is in conjunction with the air conditioning for use during stand-by periods and the requirement can be found in section 3.9.20.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO<br/><br/>Offering: _____</p>   |
| <p>1.15.5 All wiring provided by the manufacturer shall be copper and conform to all SAE J1292 requirements. Circuits that serve the bus body and accessory equipment shall be separate and distinct from the chassis circuits.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>1.15.6 Wiring - All general purpose wires shall be GXL insulated or Approved equal to 200 degrees Fahrenheit, shall meet SAE standards and shall be color and function coded at least every 6". Function shall be permanently labeled on wiring. Battery cables shall be 2/0 gauge with minimum of .075 inch wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in a loom and securely clipped for maximum protection. Main wiring harness shall be loom covered and concealed within body for protection from the elements. All harness and wiring terminals shall terminate at appropriate junction terminals set in Bakelite or molded plastic material. All wiring and end connectors shall be</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO<br/><br/>Insulated Temp. _____<br/>How coded _____<br/>Distance between no. _____<br/>Connectors _____<br/>Battery cable gauge _____<br/>Loom covered harness _____<br/>Battery cable insulation _____</p> |
| <p>of the soldered, hand, or machine-staked type. All connectors shall be "AMP" type. All circuits shall be protected by automatic reset circuit breakers or line fuses.</p> <p><b>Between the main electrical panel and the vehicle storage compartment there will be 1 ½" conduit (minimum) installed in order to accommodate the wiring installation of add-ons such as Mobile Digital Computers/Tablets or DVR units for the surveillance cameras.</b></p>   | <p>Circuit protection _____<br/>Conduit for add-ons _____</p>  |
| <p>1.15.7 An InterMotive Flex-tech System, or approved equal, Programmable Relay Power Center (PRPC) shall be conveniently mounted in the vehicle. Inside the electrical panel cover shall be a clear and legible wiring legend identifying each</p>   | <p>PRPC _____<br/>Wiring Diagram: _____</p>  |

|   |  |                      |        |                     |            |      |                      |                      |            |            |  |
|---|--|----------------------|--------|---------------------|------------|------|----------------------|----------------------|------------|------------|--|
| circuit and wire by color, function and location. A laminated copy will be provided with the service manual.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |                      |        |                     |            |      |                      |                      |            |            |  |
| 1.15.8 Starter shall be capable of turning over engine with SAE10W oil after a 10 hr. cold soak at zero degree F.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |                      |        |                     |            |      |                      |                      |            |            |  |
| 1.15.9 A body load disconnects solenoid of 100 amps. continuous duty shall be supplied and installed so that when the ignition switch is in the off position all body electrical circuits will be inoperative except the directional signals, hazard warning, stop light, backup light, and head lamp. These circuits are exempted from this requirement.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |                      |        |                     |            |      |                      |                      |            |            |  |
| 1.15.10 Heavy duty dual, 12 volt horns shall be furnished and installed so as to be protected from wheel wash.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |                      |        |                     |            |      |                      |                      |            |            |  |
| 1.15.11 The bidder shall provide a back-up alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device but emitting at least 97 dba with a supply voltage of 12 volts.  | BUA offered _____<br>_____ dba   |                      |        |                     |            |      |                      |                      |            |            |  |
| 1.15.12 Two-way radio provision. Wiring to accommodate a two-way radio and antenna shall be installed in the vehicle. A 12- volt DC supply shall be used. This provision shall include all necessary wiring, grounding lines, cable lines, reinforcement plates, etc. to make this item complete and functional. Location of cabling for antenna shall be determined by using agency.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |                      |        |                     |            |      |                      |                      |            |            |  |
| 1.15.13 Pre-wiring for Camera Surveillance System. All NC rural transit vehicles currently have surveillance cameras that will be transferred into new replacement vehicles. All new LTVs shall be pre-wired for four (4) camera locations so that cameras can be removed from old vehicles and transferred to new vehicles. Seon Design may be contacted for schematics. The DVR pre-wiring is covered under 1.15.6.<br>The view locations will be as follows:<br><table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>LTVs w/o lift (20')</u></td> <td style="width: 50%;"><u>LTVs w/ lifts</u></td> </tr> <tr> <td>Driver</td> <td>Driver &amp; Passengers</td> </tr> <tr> <td>Passengers</td> <td>Lift</td> </tr> <tr> <td>Passenger Entry Door</td> <td>Passenger Entry Door</td> </tr> <tr> <td>Windshield</td> <td>Windshield</td> </tr> </table> | <u>LTVs w/o lift (20')</u>   | <u>LTVs w/ lifts</u> | Driver | Driver & Passengers | Passengers | Lift | Passenger Entry Door | Passenger Entry Door | Windshield | Windshield | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <u>LTVs w/o lift (20')</u>  | <u>LTVs w/ lifts</u>   |                      |        |                     |            |      |                      |                      |            |            |  |
| Driver  | Driver & Passengers  |                      |        |                     |            |      |                      |                      |            |            |  |
| Passengers  | Lift   |                      |        |                     |            |      |                      |                      |            |            |  |
| Passenger Entry Door  | Passenger Entry Door   |                      |        |                     |            |      |                      |                      |            |            |  |
| Windshield  | Windshield   |                      |        |                     |            |      |                      |                      |            |            |  |
| 1.15.14 A Backup Camera – 7” color monitor; LCD with night vision shall be provided on the dash. Either OEM or aftermarket.   | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Brand _____  |                      |        |                     |            |      |                      |                      |            |            |  |
| <b>2.0 BODY</b>   |  |                      |        |                     |            |      |                      |                      |            |            |  |
| 2.1 Body - General  |  |                      |        |                     |            |      |                      |                      |            |            |  |
| 2.1.1 This vehicle shall be of the “body on chassis” type and will involve construction of a bus body on a heavy duty cut-away van chassis or a light or medium duty truck chassis. The vehicle body shall be a body manufactured by a body manufacturer for transit application, <u>not converted or modified to a transit vehicle from a passenger van or wagon, delivery vehicle, school bus, recreational vehicle or similar vehicle.</u> The vehicle type offered shall meet FMVSS 220 requirements. Body construction shall be of Galvanized steel frame with fiberglass reinforced plastic "Composite" or Metal Skin body panels.  | Cutaway Chassis Offered<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><br>Truck Chassis Offered<br><input type="checkbox"/> YES <input type="checkbox"/> NO |                      |        |                     |            |      |                      |                      |            |            |  |

|   |  |
|---|--|
| <p>2.1.2 The body shall be of sufficient strength to support the entire weight of the fully-loaded vehicle on its top or side, if overturned. The vehicle type offered shall meet or exceed FMVSS 220 requirements. <u>A certified copy of the FMVSS 220 for roll over protection test results for the vehicle type offered shall be furnished with the bid to be considered for award.</u></p>   | <p>Vehicle offered meets FMVSS 220:<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO<br/> FMVSS 220<br/> Certification Attachment ____</p>  |
| <p>2.1.3 Two types of Light Transit Vehicles will be awarded. Each will have exterior body finishing as follows:</p> <p>a) Body Type A, exterior of the LTV shall be constructed of Galvanized steel frame with fiberglass reinforced plastic "Composite" body panels.</p> <p>b) Body Type B, exterior of the LTV shall be constructed of Galvanized steel frame with "Metal Skin" body panels.</p>   | <p>Indicate below the body type offered for this bid:</p> <p>Body Type A: ____ Steel Reinforced Composite Body (complete section 2.2)</p> <p>Body Type B: ____ Metal Skin Body (complete section 2.3)</p>      |
| <p>2.2 Body Type A: Steel Frame Reinforced Composite Body Construction</p>  |  |
| <p>2.2.1 The body structure shall be built as a steel safe construction to provide superior structural integrity for maximum safety and impact protection. The steel cage shall be adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads and stand road shock.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.2.2 All body structures are to be fixture welded including the floor, both sidewalls, roof, and rear wall. All joints are welded to form the structure with the exception of window radius extrusions which are mechanically fastened. The side and end framing shall be so designed and constructed that they will carry their proportion of the stresses around these openings. All posts in body side and roof sections shall be of durable channel or box construction securely fastened to the underframe structure so that the entire frame shall act as one unit without any movement at joinings. The end posts shall be designed to resist shear at the welds. Joints shall be rigid.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.2.3 The vehicle body structure shall incorporate a full jig-welded steel body framing for rear, side walls and roof including above the driver - one unitized steel cage. All structural support members shall be a minimum of 1 ½ " x 1 ½ ", 16 gauge galvanized steel tubing, or approved equal. These post assemblies or roll bars, shall be tied together with longitudinal stringers at the top and bottom lines the window openings and at least one on the body roof centerline. Adequate reinforcement shall be provided around all doors, windows and other openings in order to transfer stresses around these openings.</p>   | <p>Full jig-welded – unitized steel cage:<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO<br/> Describe Framing Offered:<br/> ____ " X ____ " tubing<br/> ____ gauge steel<br/> Other: _____</p> |
| <p>2.2.4 The entire body frame (walls, roof and rear) shall be securely constructed to provide an integral one-piece body structure. Fastening of roof and side walls (body) shall be securely welded or fastened to the cab section at the floor, sides and top.</p>   | <p>Structure is securely fastened by the following method:<br/> _____<br/> _____</p>   |
| <p>2.2.5 Any method of construction that results in other than the level of quality as defined above will not be acceptable. The State will be the final judge if the proposed structural construction is acceptable.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |

|   |  |
|---|--|
| <p>2.2.6 The body shall be bolted through the sub-floor structure to the chassis frame as recommended by the chassis manufacturer. A ¼ rubber isolator is placed between the hat channel and the chassis frame rail running the length front to back and fastened down using bolts. The body to chassis mounting system provides full length isolation of the floor frame and chassis frame with exception of rear axle frame hump. This process spreads the load of the body evenly across the frame from front to rear for a unified weight load resulting in less stress on the floor structure and reduced vibration and road noise. Welding of any body understructure to the chassis frame will not be permitted.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>    |
| <p>2.2.7 Before assembling, all metal body structural parts shall be given a thorough multiple stage anti-corrosion treatment. Galvanized steel tubing should be used to build the entire body frame. Any sections that are welded shall be primed with a galvanized primer to prevent corrosion.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>    |
| <p>2.2.8 All joints shall be caulked and sealed at the time of construction to produce water and dust tight seal. Tape-over joints are not permitted.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>    |
| <p>2.2.9 All exterior body panels (walls and roof) shall be fiberglass reinforced plastic "Composite" body panels over steel frame. Skirt panels shall be of same material type as body panels. All types of panels shall comply with the applicable FMVSS.</p>   | <p>Exterior Body Panels:<br/>_____<br/>Skirt Panels:<br/>_____</p> |
| <p>2.2.10 Pop rivets or sheet metal screws will not be acceptable for fastening the vehicle exterior panels. The sidewall components may be vacuum laminated using water activated urethane adhesive. Any method of using two-sided tape,</p>   | <p>Method used to attach exterior panels:<br/>_____</p>            |



|   |   |
|---|---|
| <p>pressure lamination using rollers as the only bonding agent to fasten the exterior panels will not be acceptable. All panels shall be installed so that they will shed water. That is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound. Body shall be sealed and made tight to prevent entrance of dust or moisture into passenger and driver compartments.</p>   | <p>_____</p> <p>_____</p> <p>_____</p>  |
| <p>2.2.11 All nuts, bolts, clips, washers, clamp and like fasteners shall be zinc or cadmium plated, or phosphate coated or stainless steel to prevent corrosion.</p>   | <p>Corrosion preventative:<br/>_____</p>  |
| <p>2.2.12 All bolts shall be treated with Loctite or approved equal on the entire vehicle.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>2.3 Body Type B: Steel Frame Reinforced Metal Skin Body Construction</p>   |   |
| <p>2.3.1 The body structure shall be built as a steel safe construction to provide superior structural integrity for maximum safety and impact protection. An integral unit adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads and stand road shock.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>2.3.2 All body structures are to be fixture welded including the floor, both sidewalls, roof and rear wall. All joints are welded to form the structure with the exception of window radius extrusions which are mechanically fastened. The side and end framing shall be so designed and constructed that they will carry their proportion of the stresses around these openings. All posts in body side and roof sections shall be of durable channel or box construction securely fastened to the underframe structure so that the entire frame shall act as one unit without any movement at joining's. The end posts shall be designed to resist shear at the welds. Joints shall be rigid.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>2.3.3 The vehicle body structure shall incorporate a full jig-welded steel body framing for rear, side walls and roof including above the driver - one unitized steel cage. All structural support members shall be a minimum of 1 ½ " x 1 ½ ", 16 gauge galvanized steel tubing, or approved equal. These post assemblies or roll bars, shall be tied together with longitudinal stringers at the top and bottom lines the window openings and at least one on the body roof centerline. Adequate reinforcement shall be provided around all doors, windows and other openings in order to transfer stresses around these openings.</p>   | <p>Full jig-welded – unitized steel cage:<br/><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Describe Framing Offered:<br/>_____ " X _____ " tubing<br/>_____ gauge steel<br/>Other: _____</p> |
| <p>2.3.4 The entire body frame (walls, roof and rear) shall be securely constructed to provide an integral one-piece body structure. Fastening of roof and side walls (body) shall be securely welded or fastened to the cab section at the floor, sides and top.</p>   | <p>Structure is securely fastened by the following method:<br/>_____<br/>_____</p>  |
| <p>2.3.5 Any method of construction that results in other than the level of quality as defined above will not be acceptable. The State will</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

|        |   |  |
|--------|---|--|
|        | be the final judge if the proposed structural construction is acceptable.   |  |
| 2.3.6  | The body shall be bolted through the sub-floor structure to the chassis frame as recommended by the chassis manufacturer. A ¼ " rubber isolator is placed between the hat channel and the chassis frame rail running the length front to back and fastened down using bolts. The body to chassis mounting system provides full length isolation of the floor frame and chassis frame with exception of rear axle frame hump. The process spreads the load of the body evenly across the frame from front to rear for a unified weight load resulting in less stress on the floor structure and reduce vibration and road noise. Welding of any body understructure to the chassis frame will not be permitted.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                   |
| 2.3.7  | Before assembling, all metal body structural parts shall be given a thorough multiple stage anti-corrosion treatment. Galvanized steel tubing should be used to build the entire body frame. Any sections that are welded shall be primed with a galvanized primer to prevent corrosion.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                   |
| 2.3.8  | All joints shall be caulked and sealed at the time of construction to produce water and dust tight seal. Tape-over joints are not permitted.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                   |
| 2.3.9  | All exterior body panels (walls and roof) shall be prime commercial quality zinc-coated steel, aluminum-coated steel, stainless steel, aluminum or aluminum alloy. Skirt panels shall be of same material type as body panels. All types of panels shall comply with the applicable FMVSS.  | Exterior Body Panels:<br>_____<br>Skirt Panels:<br>_____                   |
| 2.3.10 | Pop rivets or sheet metal screws will not be acceptable for fastening the vehicle exterior panels. The sidewall components may be vacuum laminated using water activated urethane adhesive. Any method of using two-sided tape, pressure lamination using high pressure rollers as the only bonding agent to fasten the exterior panels will also not be acceptable. All panels shall be installed so that they will shed water. That is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound. Body shall be sealed and made tight to prevent entrance of dust or moisture into passenger and driver compartments. | Method used to attach exterior panels:<br>_____<br>_____<br>_____<br>_____ |
| 2.3.11 | All nuts, bolts, clips, washers, clamp and like fasteners shall be zinc or cadmium plated, or phosphate coated or stainless steel to prevent corrosion.   | Corrosion preventative:<br>_____   |
| 2.3.12 | All bolts shall be treated with Loctite or approved equal on the entire vehicle.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                   |

|   |  |
|---|--|
| 2.4 Floor Construction  |  |
| <p>2.4.1 The entire floor shall be supported by a full jig-welded steel sub-floor, understructure. The perimeter shall be 2"x 2" 16 gauge galvanized steel tubing or equivalent. The cross sections shall be 2"x 2" with 16 gauge galvanized steel tubing or equivalent on centers no greater than 16" or equal structural construction.</p>  | <p>Full jig-welded – flooring:<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Describe Framing Offered:<br/>         _____" X _____" tubing<br/>         _____ gauge steel<br/>         Cross members on Centers: _____</p>  |
| <p>2.4.2 Sub-floor shall be securely welded or fastened to cab section and bolted to chassis frame. Welding of any floor under structure members to the chassis will not be acceptable.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.4.3 The subflooring shall be a minimum 3/4" thick, A-C marine grade, waterproof and fire-retardant plywood or equivalent securely fastened to the understructure.</p>  | <p>Subflooring thickness: _____"<br/>         Grade of Plywood: _____</p>  |
| <p>2.4.4 If flat floor is used (this may be necessary for some wheelchair floor plans) floor shall be supported by a fully welded steel sub-floor structure. A minimum of 74" interior height at center of aisle shall be provided.</p>   | <p>Flat Floor will be used on all floor plans: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Flat Floor will be used only on wheelchair accessible floor plans:<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Minimum interior height: _____"</p> |
| <p>2.4.5 The entire body frame and under structure of the vehicle including fender, wheel wells, and the flooring shall be fully undercoated with a nonflammable, petroleum based material applied at the time of manufacture. All openings in the floorboards and firewall shall be sealed.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Type of undercoating used: _____</p>  |
| <p>2.4.6 Rear wheel housings to be of 14 gauge (minimum) one-piece galvanized steel or heavy gauge reinforced ABS construction. Wheel housings are to be constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain. All steel to be treated for corrosion resistance. In the event that tires extend beyond the side of the vehicle, splash aprons and fenders shall be provided. Front wheel housings are to be as provided with the chassis cab section.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Rear Wheel Housing<br/>         Gauge Steel _____</p>   |
| <p>2.4.7 Stepwells are to be of one-piece steel construction. Stepwell is to be constructed with a minimum of 14 gauge steel for the stepwell sides and the steps will be constructed with a minimum of 10 gauge steel that are adequately reinforced to prevent deflection or buckling under the weight of a 400+ pound passenger. All steel shall be treated for corrosion resistance. Stepwell will have two (2) or more steps; all risers shall be equal. Each step to be at least 30" wide and have a</p>  | <p>Stepwell sides gauge of steel: _____</p> <p>Stepwell steps gauge of steel: _____</p> <p>No. of risers: _____</p> <p>Width of steps: _____"</p>  |
| <p>minimum tread depth of 8 1/2". Maximum riser height shall be 10". Step treads and riser are to have one continuous piece of vinyl eliminating the seam at the back of the step. Tread to be</p>  | <p>Riser height: _____"</p> <p>Tread depth: _____"</p>   |

|       |  |   |
|-------|--|---|
|       | supported at the upward bend at the back of the step and up the riser by coving material. The threshold shall have a band of yellow running the full width of the edge. All step edges shall also have a band of yellow running full width of the step with a heat welded seam.  | Step tread and threshold yellow nosing:<br><input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 2.4.8 | Easy access shall be provided where necessary to service transmission, engine, radiator, batteries and air conditioning components.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.4.9 | Any bright metal exterior trim shall be either stainless steel, polished aluminum, or chrome plated.   | Offered: _____  |
| 2.5   | Doors  |   |
| 2.5.1 | The vehicle shall be equipped with a minimum 14 gauge steel framed entry/exit door. The door shall be a two-leaf or bi-fold outward opening door. Clear door opening width shall be a minimum of 30" with a minimum height of 76" from the first step to door header. An extension of the basic van door is not acceptable.  | Entry Door: _____ Gauge<br><input type="checkbox"/> two-leaf <input type="checkbox"/> Bi-fold<br>Clear door opening:<br>_____ |
| 2.5.2 | The passenger entry door shall be located to the right of the driver at approximately a 90 degree angle for maximum viewing of entry way. Door shall incorporate a full length window or separate top and bottom windows of glass. Window shall allow full view of curb. Laminated or tempered safety glass or an approved equal shall be required.  | Window Glass in door:<br><input type="checkbox"/> FULL <input type="checkbox"/> SPLIT/ TOP<br>Type of Glass in door:<br>_____ |
| 2.5.3 | The entry door shall be fully encompassed by an integrally welded steel door surround. The complete door surround including stepwell, sidewalls and header shall be a minimum of 14 gauge steel; the steps of the stepwell shall be a minimum of 10 gauge steel and be installed in the body as a single unit. At the center meeting edge, a 2" rubber seal shall be installed so that the edges form a tight overlapping seal when closed.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>_____ Gauge   |
| 2.5.4 | The entry door shall be opened and closed by the driver activating an electric door switch. Each door panel shall be actuated together by a single electric powered overhead actuator. The actuator will also be equipped with an emergency manual release lever. The door mechanism will be equipped with tapered bushings to provide self-adjustment. For safety purposes, the door shall only be able to be activated when vehicle is stopped and in park and shall be fully closed before vehicle can be re-engaged in drive mode. | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.5.5 | A 1-1/4" stainless steel grab bar, with a non-slip coating, or approved equal, approx. 40" in length, shall be securely fastened to the interior of the doorway to assist passengers in entering or exiting the vehicle.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.5.6 | A driver's door shall be provided to the left of the driver's area. This door shall have a power lock with a keyless remote.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.5.7 | A full vision emergency rear door shall be provided. The vehicle shall be equipped with a rear opening emergency door with glass in both the top and bottom panels, allowing for maximum visibility behind the vehicle. No seats shall block access to the door handle or prevent egress out of the door in the event of an emergency. The inside door handle shall be on the left side of   | Full Vision Emergency<br>Rear Door<br><input type="checkbox"/> YES <input type="checkbox"/> NO                                |

|  |  |
|--|--|
| <p>the door, as facing the door on the inside. The door shall be clearly marked as an "EMERGENCY EXIT" in letters at least two (2") inches high at the top of the door or directly above the exit on the inside of the vehicle. A two (2) candle power red lens light or equal mounted above the door shall be wired to be illuminated at all times that the vehicle is in use. Operating instructions shall be clearly written in large letters located on the inside on the door. The emergency exit shall have a horizontal opening of at least 30 inches and a vertical opening of at least 58 inches measured from floor level. The door shall be able to be opened from the inside or outside. Also, the emergency door shall be equipped with a locking device on the inside of the bus. Either an audible warning signal which sounds if both the emergency door is locked and the ignition switch is on or an interlock which prevents starting of the engine when the emergency door is locked shall be provided on the vehicle.</p> | <p>Size of door: _____</p> <p>Audible warning signal<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>2.5.8 Lift door requirements are listed at Section 4.2.</p>   |  |
| <p>2.6 Windshield and Windows</p>  |  |
| <p>2.6.1 The windshield is to be a one-piece design as is provided by the chassis manufacturer. Windshield shall be laminated tinted safety glass.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.6.2 The driver's door shall have a power window.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.6.3 The side passenger windows shall be a transit type, as opposed to the school bus type. It is desired to maintain a transit type appearance; school bus type windows will not be acceptable. Passenger windows shall be capable of opening to ensure ventilation. Windows shall be a horizontal sliding type or may supply a top or bottom section "T"-sliding portion. Latches shall be provided to prevent undesired movement of operable portion.</p>   | <p>Offered: _____</p>  |
| <p>2.6.4 The view (eye) level shall be measured from the top of the side windows. This view level shall be a minimum of 57" measured from the floor. The bottom of the window shall not be above the level of the seat back.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.6.5 Hinged emergency escape window(s) shall be provided on each side, near the middle of the vehicle. Windows shall be designed and installed to meet FMVSS 217 for emergency egress. Emergency windows shall be clearly labeled and operating instructions clearly visible. A minimum of one (1) emergency window on each side shall be provided on the 20' and 22' LTV. A minimum of two (2) emergency windows on each side shall be provided on the 25' and 28' LTV.</p>   | <p>Offered:</p> <p>20'/22' LTV: _____</p> <p>25'/28' LTV: _____</p>  |

|                       |  |   |
|-----------------------|--|---|
| 2.6.6                 | All passenger area windows shall be tempered or laminated safety glass. Windows are to be dark tinted to approximately 31% light transmission.   | Offered: _____  |
| 2.6.7                 | All passenger windows shall be installed in black powdered or anodized aluminum frames or the equivalent. Each side passenger window shall be a minimum of 100" perimeter dimension. Windows shall be sealed between the body and window frame with a D style closed cell rubber seal appropriate for the vehicle.   | Offered: _____<br><br>Seal Offered: _____   |
| 2.6.8                 | A water test shall be conducted after windows are installed; certification shall be included with delivery of the vehicle that windows are water tight.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.6.9                 | All windows shall meet all state and FMVSS requirements, including but not limited to FMVSS 205 and 217.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.7 Bumper            |  |   |
| 2.7.1                 | The 20'/22'/25' LTV vehicle shall be provided with front and rear bumpers. Energy absorbing bumpers such as the "HELP" type produced by Romeo Rim, Inc., or the Transpec Energy Absorbing Bumpers or approved equal, shall be provided and attached to the chassis frame with 1/2" diameter grade 5 bolts. The GM chassis may utilize the OEM bumper on the front and the energy absorbing bumper on the rear. | Type Offered:<br>Front _____<br>Rear _____  |
| 2.7.2                 | Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to the chassis frame. Bumpers shall be fully enclosed, so that there is no open space between the bumper and the body of the vehicle. Utilization of Anti-ride Plates may be necessary to "fill-in" space between bumper and body.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.7.3                 | The 28' LTV and optional diesel buses may utilize the OEM chassis standard OEM front chrome bumper in lieu of the energy absorbing bumper.   | Type of bumper offered on 28' LTV: _____  |
| 2.8 Exterior Lighting |  |   |
| 2.8.1                 | All exterior lights shall meet all applicable FMVSS and State requirements. All exterior lights, except the chassis OEM lights, to be LED.   | FMVSS and State Requirements<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><br>Body – LED lighting<br><input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.8.2                 | Halogen headlamps are required with high and low beam controlled with manufacturer's standard switch.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.8.3                 | Daytime Running lights   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.8.4                 | Directional signals shall meet FMVSS for both front and rear. Directional signals shall be operated by lever on left side of steering column.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 2.8.5                 | In addition to front and rear turn signals, Mid-Ship LED turn signal/running lights shall be mounted on either side of the LTV (location TBD by DOT). Amber, 6" oval, sealed lights that have  | Mid-Ship Turn Signals provided:<br>_____  |

|                                    |   |  |
|------------------------------------|---|--|
|                                    | a weather tight connection with a chrome grommet shall be provided. Signals shall meet all FMVSS and state requirements.  |  |
| 2.8.6                              | In addition to directional signals, rear lamps shall consist of red combination stop/tail lights. A center mounted rear brake light shall be provided.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.8.7                              | A circuit shall be provided for the directional signals which, when on, will cause them to function as traffic hazard warning signals.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.8.8                              | A rear license plate light shall be provided as a part of the exterior surface mounted frame.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.8.9                              | Two (2) back-up lights shall be provided.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.8.10                             | If lift is provided, illumination for the lift door and surrounding area shall meet all FMVSS and ADA requirements.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.9 Roof Ventilator/Emergency Exit |   |  |
| 2.9.1                              | A dual purpose manually operated roof ventilator/emergency exit shall be installed in the roof of the vehicle at approximately the center of the passenger compartment. The hatch shall be at least 23" x 23" minimum and shall be installed so that when it is open and the vehicle is in a forward motion, fresh air will circulate in the vehicle. Specialty Manufacturing Inc. / Transpec model 1075 or approved equal. The hatch shall meet all applicable federal safety standards. | Roof Ventilator Offered:<br>_____                        |
| 2.10 Exterior Mirrors              |   |  |
| 2.10.1                             | Heated motorized remote outside right and left side view mirrors shall be provided. Mirrors shall be approx. 15" x 8" in size and constructed of anodized aluminum, chrome plated or other non-corrosive materials. Bottom of mirror, approximately 3", shall be convex mirror. Lucerix, Rosco mirrors or approved equal shall be provided.   | Heated motorized remote mirrors offered: _____           |
| 2.11 Finishing Procedures          |   |  |
| 2.11.1                             | All bare metal components shall be properly prepared, primed, and painted with an acrylic enamel paint to match the chassis cab. All welded areas should have particular attention.<br><br>Please specify procedure.  | Procedure used on bare metal:<br>_____<br>_____          |
| 2.11.2                             | All bolts shall be treated with Loctite or approved equal on the entire vehicle (Repeated for emphasis).  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.11.3                             | All screws shall be fastened securely into panels or structural members of the vehicle to prevent them from working loose. (Repeated for emphasis).   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.12 Rustproofing                  |   |  |

|  |  |
|--|--|
| <p>2.12.1 This item requires that a compound or sealant to be applied to all appropriate interior and exterior surfaces of the vehicle to retard rusting of the metal. Seams shall be penetrated by the compound. All critical areas including, but not limited to, gravel –water shields, suspension system, battery supports, wheelwells, rocker panels, hidden boxed-in areas, the interior of doors, exterior door bottoms, pillars, and clipped-on molding shall be treated. Care shall be taken that the application does not interfere with any mechanical, electrical or heat transfer details of the vehicle.</p>                 | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.12.2 Access holes shall not be larger than 3/8 inch and accurately located to maintain structural integrity of body members and to avoid damage to hidden parts. After application, all holes except drain holes will be capped with plastic or rubber seal type caps. Drain holes or passages shall be open to assure proper water and moisture drainage after process.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.12.3 Any excess rustproofing coating material due to overspray, drips or runs, shall be removed from the interior of the vehicle. The entire vehicle shall be clean and free of dirt, grime, debris and so forth after completion of the rustproofing process.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.12.4 The end product of this specification is to provide for a long maintenance free life for the body of the vehicle by prevention of premature rust destruction. The rustproofing system used shall be equivalent to or better than the Ziebart Class A Rust Protection System. <b>Proof of equivalency will be required of the successful bidder.</b> Proof shall include, but is not limited to, a complete description of the application method used, including the type of compound used, a sketch or other means showing the exact points of application, and a complete list of all areas protected by the rustproofing.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO<br/>Rustproofing System<br/>Offered: _____</p> |
| <p>2.12.5 The rustproofing system shall be covered by a warranty that is standard to the rustproofing industry and which shall provide for, at a minimum, at least five years of protection from rust. The rustproofing shall be completed prior to the application of undercoating material.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.13 Exterior Color</p>   |  |
| <p>2.13.1 All exposed metal surfaces, excepting aluminum and stainless steel, shall be painted, chromed or galvanized.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.13.2 Composite body finishes shall be the white standard finish in high glass gelcoat or approved equal as recommended by body manufacturer. (Two-tone, strips, and logos are addressed in optional equipment section.)</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.13.3 Metal body finishes shall be the white baked-on enamel paint or approved equal, as recommended by the body manufacturer. (Two-tone, strips and logos are addressed in optional equipment section.)</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>2.14 Driver's Running Board</p>   |  |



|   |   |
|---|---|
| <p>2.14.1 The running board shall be mounted on the driver's side of the vehicle. The step shall extend from the left front wheelwell to the rear of the driver's door and shall incorporate a mud flap behind the front wheel. Step may be tapered with the narrow part of the step at least 8" in the front to about 12" near the rear or the step may be the full width of 12". The step shall have a max. height of 12" from the top of step to the ground.</p>   | <p>Driver's Side Running Board<br/>Dimensions: _____<br/><br/>Height from Ground: _____"</p>                |
| <p>2.14.2 The step shall be rattle-free and made of one-piece construction. The step material shall be of aluminum or stainless steel and have a diamond plate or "punched" surface to be slip-resistant. The step shall be appropriately braced and secured to the vehicle and be capable of supporting a minimum of 500 pounds. Step edge shall have a band of yellow tape or paint running the full length of the outer portion of the step. The addition of the step shall not degrade the integrity of the vehicle. All edges shall be smooth and free of any rough edges.</p> | <p>Step Material _____<br/>Gauge: _____<br/>Load capacity of step: _____ lbs<br/>Braces provided: _____</p> |
| <p>2.14.3 Entire surface of metal step and mounting apparatuses shall be properly treated with an anti-corrosion sealant to prevent rust for the life of the vehicle. Step edge shall have a band of yellow running the full length of the outer portion of the step. The addition of the step shall not degrade the integrity of the vehicle.</p>  | <p>Anti-corrosion sealant for all exposed metal: _____</p>  |
| <p><b>3.0 INTERIOR</b></p>  |   |
| <p><b>3.1 Paneling and trim</b></p>   |   |
| <p>3.1.1 All interior panels shall be rust and fire resistant polyurethane (IMRON or equivalent) painted or vinyl-clad sheet steel, aluminum, melamine, fiberglass reinforced plastic, or other plastic with colors harmonizing with seat and exterior vehicle colors. Panels shall be of sufficient thickness or adequately supported to prevent buckling. Fiber, wood, or vinyl covered fiber or wood panels are not acceptable.</p>  | <p>Interior Panels Offered:<br/>_____</p>   |
| <p>3.1.2 Vinyl covered neoprene foam padding shall be used to cover interior areas above passenger eye level where there is possibility of striking the head. It shall be securely fastened to the body structure. Vinyl covered foam padding may also be used as trim pieces and close-out panels in the driver cab area.</p>  | <p>Interior Padding Offered:<br/>_____</p>  |
| <p>3.1.3 Panels shall be bonded, welded or riveted in place. If rivets are used they shall be well concealed or covered. Fasteners in side walls should not be visible.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.1.4 All joints in the interior paneling shall be covered by trim strips or moldings or flush against each other eliminating the need for trim covering. All sharp edges, sharp corners, and/or protrusions shall be eliminated for safety reasons. Any fastenings or other objects that can catch a passenger's clothing or cause injury shall be avoided.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.1.5 All bolts shall be treated with Loctite or approve equal on the entire vehicle.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.1.6 All screws shall be fastened securely into panels or structural members of the vehicle to prevent them from working loose.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

|                |   |  |
|----------------|---|--|
| 3.2 Insulation |   |  |
| 3.2.1          | Insulation shall be provided between the inner and outer panels in both the walls and roof area.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.2.2          | 1-1/2" fiberglass blankets, 1" high-density polystyrene, R-6 Urethane foam or approved equal shall be provided composite body vehicles may use an alternate method that provides a minimum of R-6 insulation rating. Material shall be compatible with rubber or plastic hoses and wiring insulation so as to prevent a chemical reaction occurring where contact may be made. Adequate insulation properties shall be provided to ensure minimum heat, cold and noise penetration into the vehicle interior. The material shall be fire and mildew resistant. Insulated areas shall be sealed to minimize entry of moisture. | Insulation Type Offered:<br>_____  |
| 3.2.3          | Care should be used that no service or access ports to equipment are covered with excess overspray of insulation Styrofoam or other insulation material. Example would be air conditioning system ports.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.3 Flooring   |   |  |
| 3.3.1          | Plywood floor as specified in Body Structure section 2.4.3; the subflooring shall be a minimum 3/4" thick, A-C marine grade, waterproof and fire-retardant plywood or equivalent, securely fastened to the understructure.  | Subflooring thickness: _____"<br>Grade of Plywood: _____   |
| 3.3.2          | The floor covering shall be wall-to-wall, fire resistant, slip-resistant, transit quality flooring securely bonded to the plywood floor with waterproof type adhesive. An invisible heat welded seam shall be run along the side under the seats. All edges in the floor covering shall be properly sealed. There shall be no bubbles or blisters in the floor covering.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.3.3          | Altro, Gerflor Tarabus, 2.2 mm minimum thick smooth vinyl transit flooring, or approved equal, shall be provided. The floor covering shall be color keyed to the interior of the vehicle with the exception of the center aisle. The center aisle from the rear of the vehicle to the front just behind the driver's seat shall be <b>white or off white</b> in order to aid the visually impaired.   | Brand: _____<br>Thickness: _____"<br>Floor color: _____<br>Aisle color: _____                        |
| 3.3.4          | Landing area and step edgings are to be yellow safety vinyl edging or metal trim with yellow insert. Vinyl edging is to be heat welded to the main floor and step tread to provide for a long lasting seam. Step tread and riser are to be one continuous piece construction eliminating a seam at the back of the step. Tread to be supported at the upward bend at the back of the step and up the riser by coving material.  | Landing area and step edgings:<br><input type="checkbox"/> Vinyl <input type="checkbox"/> Metal trim |
| 3.3.5          | A slip-resistant surface shall be provided in the step area of the driver and passenger door entrances.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.3.6          | A heated stepwell shall be provided for snow and ice conditions. A hot water/coolant reservoir located under the stepwell area to keep this free and clear of ice accumulating as it is tracked in by passengers. Reservoir shall be bolted in place under the stepwell. Other methods for the heated stepwell may be   | Heated Stepwell description:<br>_____<br>_____<br>On/off switch location:                            |

|        |   |  |
|--------|---|--|
|        | acceptable. On/off switch shall be provided on dash accessible to driver.   | _____  |
| 3.3.7  | Black or clear silicone caulking shall be used at all points where moisture may enter the flooring material.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.4    | Seating   |  |
| 3.4.1  | Floor plan configuration provided in <b>Appendix A</b> (page 128)   |  |
| 3.4.2  | All seats shall be semi-contoured or pleated type bench or individual seats. Seats shall have an individual spring suspension system. Seats are to be consistent with what is acceptable as a standard transit quality construction. Freedman Feather Weight seats or approved equal shall be provided. School bus type seats are not acceptable. All seating shall meet all applicable FMVSS requirements including FMVSS 302.   | Brand of seats offered:<br>_____   |
| 3.4.3  | Seat frames are to be constructed of heavy duty, minimum 1" diameter, 14 gauge steel tubing. All seat frames are to be welded. All metal surfaces shall be chemically cleaned, iron phosphate, painted and baked to provide rugged, long lasting, rust resistant surfaces. Seats shall be spaced on a minimum of 30" seat centers, allowing maximum space between the front of the bottom cushion and the back of the next forward seat.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Gauge: _____   |
| 3.4.4  | All seats shall provide the following minimums:<br>Seat width of 17" per passenger/ 34 per two passenger seat.<br>Seat backs shall be at least 36" in height measured from the floor to the top of the seat back.<br>Seat cushions shall be approximately 18" above the floor<br>Seat cushions shall have a minimum depth of 18".   | Seat dimensions offered:<br>Seat width: _____"<br>Seat back height from floor : _____"<br>Seat cushion height from floor: _____"<br>Seat cushion depth: _____" |
| 3.4.5  | Seats shall be full foam padded (4"), and shall be constructed with individually removable backs and bottom cushions for ease of repair and replacement. Cushions shall be removable without removing frames from bus.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Foam padding _____"  |
| 3.4.6  | Both Level 3 vinyl and a Level 3 woven cloth fabric shall be offered for seats. Seats shall be covered with a choice of commercial grade vinyl minimum 36 ounces per linear yard or heavy duty woven fabric, treated with Scotch guard, or similar stain resistant product. Selection will be provided from manufacturer's standard list. Vinyl and fabric colors shall complement both interior and exterior colors. Padding and covering shall be fire-resistant and meet all applicable FMVSS. | Level vinyl and cloth offered: _____<br>Seating covering selection is Attachment _____   |
| 3.4.7  | Successful vendor(s) shall submit color swatches of vinyl and cloth fabric to be used.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.4.8  | All seats shall be installed with Grade 5 nuts and bolts.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.4.9  | Seat backs shall incorporate a PERMANENT, STEEL-CORE, ANTI-VANDAL GRAB BAR on the top of aisle forward facing seat. Each foldaway seat shall also incorporate a grab bar on the aisle side of the seat. <b>GRAB BARS SHALL BE BLACK.</b>  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.4.10 | On wheelchair/mobility aid floor plans, Freedman 3-step foldaway seats or approved equal, shall meet the above seat   | Brand of seats: _____  |

|  |   |  |
|--|---|--|
|  | requirements and dimensions with the exception of seat back height, this may be a minimum of 17". When seat is in stored position, width shall not exceed 15". Foldaway seats shall also be color-keyed to the permanent passenger seats. | Seat Dimensions: _____<br>Stored Dimensions: _____ |
| 3.4.11 Driver's seat shall be a high-back padded bucket type seat with lumbar support and right arm rest. Seat shall be adjustable fore and aft; and be adjustable up and down with the Adnik power base seat or approved equal. <b>EXCEPTION: OEM BASE TO BE PROVIDED FOR THE 28' FORD F550 CHASSIS.</b> Vinyl or cloth upholstery shall be the same as specified in 3.4.6.   | 20'/22'/25' LTV Driver's Seat Offered: _____<br>Power base for seat: _____<br>28' LTV Driver's Seat: _____  |  |
| 3.5 Passenger Restraint System   |   |  |
| 3.5.1 Driver's seat shall have a unbelt-type three point restraint system with retractor. Restraint shall be attached to structural members of the vehicle.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |  |
| 3.5.2 Each passenger seat position shall be equipped with a single Freedman USR passenger restraint belt or approved equal. Belt shall have push button release with under the seat retractors, to hold passengers securely in their seated positions during normal operation of the vehicle. All restraints shall be compatible for use with child safety seats and shall meet applicable FMVSS passenger and child seat regulations. The buckles provided on the restraints shall be able to be threaded through the back or front of a child safety seats. Each belt shall be sufficient in length to accommodate a very large adult – minimum length belt 60". | Mfr.: _____<br>Model no.: _____<br>Length of belts: _____"  |  |
| 3.5.3 Two (2) seat belt extenders (24" length) shall be provided with each vehicle and shall meet applicable FMVSS requirements.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |  |
| 3.5.4 Seat belts shall be securely attached to the passenger seat frame. Seat frame/seat belt pull test certification shall be included with the bid.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Seat Pull Test Certification Attachment _____   |  |
| 3.6 Floor Plans  |   |  |
| 3.6.1 Seating arrangement shall be configured with all forward facing seats, a center aisle, and equal distance between seats.   | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Aisle width: _____<br>Knee room: _____  |  |
| 3.6.3 Floor plans are provided in <b>Appendix A</b> at the end of the specification (page 128-135)<br>20' Light Transit Vehicle (Diagrams A-1 and A-2)<br>22' Light Transit Vehicle (Diagram B-2)<br>25' Light Transit Vehicle (Diagrams C-2, C-3 and C-4)<br>28' Light Transit Vehicle (Diagrams D-2 and D-3)   |   |  |
| 3.7 Lighting   |   |  |
| 3.7.1 Interior shall be illuminated so as to provide a minimum of 6-foot candles of illumination over the entire normal reading position of each two passengers cross seat. Each row or w/c station shall have a light. Lights should be operable from the driver's position. Incandescent lighting or LED lighting should be  | Lighting provided:<br><input type="checkbox"/> LED <input type="checkbox"/> Incandescent<br>20'/22' # lights: _____   |  |

|   |  |
|---|--|
| provided as offered as the manufacturer's standard. Lights shall operate with or without engine running.  | 25' # lights: _____<br>28' # lights: _____   |
| 3.7.2 Front door hooded stepwell light shall be mounted and wired to light when the door is open so stairwell and immediate outside area, in front of and to the side of the stepwell is illuminated.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.7.3 Adequate light shall be provided for the instrument panel, with intensity controlled by a dimming dial.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.7.4 All interior lighting shall meet applicable FMVSS and ADA requirements.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.8 Instrument Panel, Dash, and other Controls  |  |
| 3.8.1 Dash shall be color coordinated with interior trim color coordinated with interior trim color if at all possible. If only color choices available from the chassis manufacturer are black and gray; gray is preferred color; black will be acceptable if no other option is available.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br><br>Indicate dash color: _____   |
| 3.8.2 A storage area for the driver shall be provided, preferably above the driver location. It shall be lighted and have a lock.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.8.3 Driver's sun visor and a fully adjustable interior rear view mirror to be provided.   | <input type="checkbox"/> YES <input type="checkbox"/> NO Rear  |
| 3.8.4 Driver's front and side air bag to be provided from OEM.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.8.5 Driver's mirror – approximately 12" x 6", mounted above driver to view rear of bus.   | Driver's mirror mounted above the driver: _____  |
| 3.8.6 Instrument panel and dash shall be equipped with the following instruments, gauges, and controls. All controls and switches shall be grouped on a single panel in full view and within easy reach of the driver with no instruments obstructed by controls, trim panels or other appurtenances and arranged in consistent and uniform manner. Standard automotive dash  |  |
| panel is acceptable; no instruments, gauges or switches may be located overhead or above the driver's head. Lights in lieu of gauges are not acceptable except as noted.<br><u>Gauges and light indicators:</u><br>Engine hour meter (diesel only)<br>Speedometer with odometer<br>Oil pressure gauge<br>Ammeter or volt meter consistent with alternator size<br>Engine coolant temperature gauge<br>Fuel gauge<br>Upper beam head lamp indicator (light)<br>Directional signals (light) | <input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO |

|   |   |
|---|---|
| <p>Parking brake on (light)</p> <p><u>The following controls, in addition to the steering, braking and transmission functions, are to be provided:</u></p> <p>Tilt steering wheel lever</p> <p>Master exterior light switch</p> <p>Passenger compartment lights</p> <p>Inside hood release</p> <p>Separate switch and temperature controls for driver heaters and defrosters</p> <p>Air vents</p> <p>Power charger (s)</p> <p>Standard OEM AM/FM push button radio w/digital clock</p> <p>Windshield wiper and washer – two speed with intermittent feature</p> <p>Emergency flashers</p> <p>Wheelchair lift on/off switch, for lift vehicles</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>3.9 Heating and Cooling</p>  |   |
| <p>3.9.1 The heating system shall have at least two (2) heaters, one (1) located in the driver's area and one (1) in the passenger area.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.9.2 Heaters are to be controlled individually by switches that have at least three (3) positions; low, high, and off, and are individually controlled from the instrument panel.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.9.3 The front heater shall be OEM and include defrost for the windshield and driver's window.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.9.4 The passenger heater(s) shall be located toward the rear of the bus, under seats, but shielded to prevent blowing onto passenger's legs, and shall produce even interior temperature. Alternate location may be selected with approval of DOT.</p>   | <p>Location of heater:<br/>_____</p>  |
| <p>3.9.5 Output of the passenger heater(s) shall be at least 35,000 BTU's (20') and 65,000 BTU's (22'/25'/28') and achieve a 65 degree interior temperature with an empty coach when the ambient temperature is zero (0) degrees F. A cut-off water valve to permit the water circulation to the heater(s) to be shut off during hot weather shall be installed behind the driver's area underneath the floor that is accessible or in a conveniently accessible location in the engine compartment.</p>  | <p>Heater output offered:<br/>20' LTV _____ BTU<br/>22'/25'/28' LTV _____ BTU<br/>Location of water cutoff:<br/>_____</p>   |
| <p>3.9.6 Dual air conditioning systems shall be provided and shall have the combined capacity to cool within 30 minutes and maintain a constant interior temperature of 73 degrees F +/-2 degrees F with a seated load of passengers when the outside ambient temperature is 95 degrees F with a relative humidity of 80%.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.9.7 Driver's Area; in-dash air conditioning shall be OEM from the chassis manufacturer.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

|        |  |  |
|--------|--|--|
| 3.9.8  | Compressor #1: Chassis-supplied compressor required for all categories. For 20' LTV categories, compressor to be used in Tie-In Configuration.   | Chassis OEM<br><input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 3.9.9  | Condenser #1: OEM supplied radiator mounted condenser.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.9.10 | Evaporator #1: Driver's in-dash evaporator, 12,000-19,000 BTU/hr., shall be separately controlled from the passenger area system. It shall include off/low/medium/high fan speed. In-dash unit shall not interfere with removal or replacement of the engine cover or be blocked by the door control mechanism.  | Chassis OEM<br><input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 3.9.11 | <b>PASSENGER AREA:</b> air conditioning system shall be separately controlled from a control station at the driver's position. Controls shall include on/off and 3-speed blower switch and rotary thermostat switch.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 3.9.12 | The air conditioning system shall be ProAir ACT System Model ACT-50T, 53,000 BTU system (min.) for the 20' LTV; Model ACT-913HD, 75,000 BTU system (min.) for the 22'/25' LTV's; and Model ACT-913/21, 97,000 BTU system (min.) for the 28' LTV or approved equal or better in standards of quality, design, and performance. ACC Climate Control, Rifled Air Conditioning (RAC), Trans Air, Thermo King, or Mobile Climate Control may be used, provided the above cooling requirements and standards can be met.   | A/C system offered:<br>20' LTV: _____<br>BTU rating: _____<br><br>22'/25' LTV: _____<br>BTU rating: _____<br><br>28' LTV: _____<br>BTU rating: _____ |
| 3.9.13 | Condenser #2: ProAir ACT System Model CS-3, or approved equal with a rating of 82,000 BTU/hr. with 3 fans for the 20'/22'/25'/28' LTV. The condenser shall be skirt mounted on the left side of the vehicle and shall be completely recessed into the vehicle skirt to protect coils and fans from mud, snow, salt, dirt, and road hazards. No protrusions below the skirt will be accepted. An access screen shall be provided for easy   | Condenser #2 offered:<br>20' LTV _____<br><br>22' LTV _____  |
|        | access to condenser coils from the exterior of the vehicle. The fans and motors are enclosed within the condenser housing. The housing shall be galvanized with heat-fused powdered epoxy coating providing the maximum in durability. Coil shall be copper tube, expanded into aluminum fins and vinyl coated to prevent corrosion. Integral high/low pressure cutouts to be wired into the clutch circuit. 10" Axial fans dynamically balanced with permanent magnet totally enclosed motors. Drier and sight glass shall be mounted for easy access and inspection from the exterior of the vehicle. ACC Climate Control, Rifled Air Conditioning (RAC), Trans Air, Thermo King, or Mobile Climate Control may be used, provided the above cooling requirements and standards can be met. | Condenser #2 offered:<br>25' LTV _____<br><br>28' LTV _____  |

|  |  |
|--|--|
| <p>3.9.14 Compressor #2: Compressor for 20' LTV shall tie-in with OEM compressor. For the 22'/25' LTV a TM-16 Compressor; and for the 28' LTV a TM-21 Compressor. Compressors shall be engine Polygroove belt driven with a minimum of 9.2 cu. in. (20'); 19.2 cu. in. (22'/25'); and 22.2 cu. in. (28') displacement. R-134a refrigerant shall be provided.</p>   | <p>Compressor #2 offered:</p> <p>20' LTV _____</p> <p>22' LTV _____</p> <p>25' LTV _____</p> <p>28' LTV _____</p> <p>Displacement:</p> <p>20' LTV _____</p> <p>22' LTV _____</p> <p>25' LTV _____</p> <p>28' LTV _____</p> |
| <p>3.9.15 Evaporator #2: ProAir ACT Model EZ-5, or approved equal, rated up to 60,000 BTU/hr. for the 20' LTV. ProAir ACT Model EZ-91, or approved equal, rated up to 93,000 BTU/hr. for the 22'/25'/28' LTV. Units shall be high speed, ceiling mounted in the rear of the vehicle. Fans shall be 3-speed, continuous duty, permanently lubricated motors. Blower assembly shall be rated at 1600cfm (20') and 2400 cfm (22'/25'/28'). Copper coils with aluminum fins and 4 rows deep Galvannealed drain pan integral with the unit. "O" ring refrigerant connections at the expansion valve. ACC Climate Control, Rifled Air Conditioning (RAC), Trans Air, Thermo King, or Mobile Climate Control may be used, provided the above cooling requirements and standards can be met.</p> | <p>Evaporator #2 offered:</p> <p>20' LTV: _____</p> <p>BTU rating: _____</p> <p>22'/25' LTV: _____</p> <p>BTU rating: _____</p> <p>28' LTV: _____</p> <p>BTU rating: _____</p>   |
| <p>3.9.16 Components of the air conditioning system shall be readily accessible for maintenance. Refrigerant hoses shall be double braided Freon-type, Goodyear, or approved equal with essentially comparable standards of quality, design and performance. Refrigerant fittings shall be Carrier Quick Click, ATCO, and Aeroquip or approved equal with essentially comparable standards of quality, design and performance.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |
| <p>3.9.17 The wiring shall meet all specifications required. Any subcontractor who provides air conditioning and/or heating components shall meet all specifications.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |



|  |   |  |
|--|---|--|
| 3.9.18   | Wiring for the air conditioning circuits shall be adequate to withstand the transient loads expected. These circuits should be protected with automatic circuit breakers or thermal relays.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| 3.9.19   | Care should be used that all service ports to air conditioning system will be made accessible and not covered with excess overspray of insulation Styrofoam.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| 3.9.20   | InterMotive, or approved equal, engine fast idle, shall be installed on the 20'/22'/25'/28'LTV. The engine fast idle control will permit the driver to increase engine idle RPM to a preset RPM when the transmission is in park or neutral position and the parking brake set. This control is in conjunction with the air conditioning for use during stand-by periods. The control shall be interlocked so as to return the engine to normal idle RPM automatically when the brake is released or the transmission is put in gear. | <input type="checkbox"/> YES <input type="checkbox"/> NO<br><br>Fast idle offered: _____ |
| 3.10 Stanchions, grab bars, and overhead grab rail |   |  |
| 3.10.1   | All stanchions and grab bars shall be of stainless steel, a minimum of 1-1/4" in diameter. A non-slip coating or approved equal shall be applied to stanchions and grab bars. All stanchions shall be fastened into structural members at all mounting points.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| 3.10.2   | A vertical stanchion and horizontal bar shall be installed behind the driver. Bar shall be approximately 30" above the floor and a padded modesty panel from the bar down to the floor. This stanchion shall not impair the driver's seat adjustment.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| 3.10.3   | A vertical stanchion and horizontal bar shall be installed in the entry way at the rear of the stepwell (right side of vehicle). Bar shall be approximately 30" above the floor and a padded modest panel from the bar down to the floor.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| 3.10.4   | If vehicle has a wheelchair lift installed in the front section of the passenger cabin, a vertical stanchion and horizontal bar with padded modesty panel (described above in 3.10.3) shall be provided. This shall be installed to the rear of the wheelchair lift, and just forward of the first passenger seat on the curb side of the vehicle.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| 3.10.5   | A grab bar approximately 40" long shall be installed at an angle to the left of the entry way (stepwell), and shall be securely fastened to the interior of the door area. (See 2.5.5 )   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| 3.10.6   | Driver's door grab bar – It has been determined that a Driver's grab bar may be OEM on most cab chassis requested, if not available on certain chassis, provide a similar OEM grab bar and locate it to the left of the open driver door next to the windshield. Same as the OEM is mounted.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |

|   |  |
|---|--|
| <p>3.10.7 All grab bars and stanchions are to be positioned so as not to interfere with wheelchair movement.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                      |
| <p>3.10.8 All forward facing aisle seats and foldaway seats shall have a non-slip coated permanently bonded grab bar on top of the seat, see 3.4.9 for details on seat grab bars.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                      |
| <p>3.10.9 Overhead grab rail shall be a continuous, full-length overhead grab rail on both sides of the vehicle. The grab rail shall be located so that seated passengers are free from crowding by standees. The grab rail shall be securely attached into structural members at mounting points. Grab rail end shall terminate at the ceiling connectors or in elbows, and exposed ends are to be avoided. The overhead rail is to be provided on all LTVs 20' – 28'. ADA requires that the rail be continuous except for the gap at the rear door and on right side if there is a lift. The reference to standees is about people boarding the vehicle, not about people standing in the aisles. These vehicles are not designed for overcapacity.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                      |
| <p>3.11 Emergency and Safety Equipment</p>  |  |
| <p>3.11.1 Fire extinguisher - dry chemical type, multipurpose, Class ABC, 5lb., metal discharge nozzle type, rechargeable with gauge, U.L. approved, shall be provided. To be bracket mounted (marine type or equal) securely at a location to be approved by DOT.</p>  | <p>Type: _____<br/> Class: _____<br/> lbs.: _____<br/> Location: _____</p>           |
| <p>3.11.2 First Aid Kit – 24 unit Ever Ready First Aid Kit, (Model #3400975 or NC-24M/P), or approved equal shall be provided. A list of contents is available upon request. Location is subject to approval by DOT.</p>  | <p>Kit offered: _____<br/> Size: _____<br/> Location: _____</p>                      |
| <p>3.11.3 Warning kit - 3 portable warning reflectors mounted on stands shall be furnished. Kit shall be mounted in a location approved by the DOT.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO<br/> Location: _____</p> |
| <p>3.11.4 Emergency Window Hammer with Seat Belt Cutter – a device that can break out a vehicle window and can cut seat belt and tie down webbing in an emergency. To be mounted within reach of the driver. Location is subject to approval by DOT.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO<br/> Location: _____</p> |
| <p>3.11.5 Oxygen Tank Mounting Bracket – Two (2) Sure-Lok GO2 securements or approved equal shall be provided. The bracket shall be adjustable with flexible straps. One bracket shall be mounted on floor immediately behind the driver seat, away from traffic, but accessible by driver to secure an oxygen tank when necessary. On LTVs with a rear located wheelchair stations, a second bracket shall be located near the rear wheelchair stations. Designated locations will be approved by DOT.</p>   | <p>Mfr.: _____<br/> Model: _____<br/> <br/> Location: _____</p>                      |

|   |   |
|---|---|
| <p>3.11.6 Strobe light- Specialty model 205, Star Warning Systems 240CF, or approved equal to be mounted on top of the vehicle, centered, approximately 10" from the back edge of vehicle. The lens color shall be clear. A metal or fiberglass guard shall be placed on front side of the strobe light to protect it from damage. Lens shall be glass with an aluminum base and a replaceable double flash (11 joules min.) low amp draw/high light output bulb. A replaceable remote power pack is to be provided. The light shall be wired so it is activated when the vehicle is started and running. <u>A manual cut-off switch shall also be provided on the dash.</u> The light shall meet SAE J1318 and J575 standards. Wiring to strobe light shall be accessible for repairs and wiring shall be sufficient in length to allow for replacement. Location and access is to be approved by DOT.</p> | <p>Strobe light brand provided:<br/>_____</p> <p>Cut off switch provided:<br/>_____</p>                                 |
| <p>3.11.7 Tire changing tools - jack shall be mounted in the back corner or provided with each vehicle; be of the best quality available and have adequate capacity to raise a loaded vehicle and be the type which will allow for easy removal of wheel and tire from the raised vehicle. The wheel wrench will be a high quality tool of sufficient length to permit removal of wheels.</p> <p>Note: Tire changing tools will most likely be kept at systems' maintenance shop and not on vehicle. They can be delivered with the vehicle wrapped or boxed.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>How will tire changing tools be delivered: _____</p> |
| <p>3.12 Priority Seating Signs (ADA requirements)</p>   |   |
| <p>3.12.1 All vehicles (wheelchair accessible or not) shall contain a sign which indicates that the seats in the front of the vehicle are priority seats for people with disabilities.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.12.2 Each wheelchair/mobility aid station location shall be designated as such.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>3.12.3 Location of the signs will be subject to approval by DOT.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p><b>4.0 WHEELCHAIR OR MOBILITY AID LIFT SYSTEM (OPTIONAL)</b></p>   |   |
| <p>4.1 General</p>  |   |
| <p>4.1.1 For the purpose of this specification the terms "wheelchair" and "mobility aid device" may be used interchangeably. The new ADA definition for "Wheelchair" is defined in the amended ADA rule, effective October 19, 2011, as a mobility aid belonging to any class of three-or-more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered. The "three-or-more-wheeled" language in the definition is intended to encompass wheelchairs that may have additional wheels (e.g., two extra guide wheels in addition to the more traditional four wheels).</p>   |   |

|   |   |
|---|---|
| <p>4.1.2 Vehicles shall meet all applicable requirements of the Americans with Disabilities Act (ADA) as set forth in 49 CFR 37 and 38, issued 9/6/91 and any amendments thereto; and 49 CFR 571, FMVSS 403 and 404, issued 12/27/02 with respect to mobility aid accessibility. The vendor is solely responsible for any additions, deletions, omissions or interpretations of ADA, as it relates to the construction of said contracted vehicle(s).</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.2 Wheelchair or Mobility Aid Lift door and location</p>  |   |
| <p>4.2.1 The wheelchair/mobility aid lift location shall be on the curbside of the vehicle.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.2.2 Wheelchair/mobility aid lift doors shall be a two (2) panel, Hinged outward folding leaf type. When open, these doors shall not protrude past the side of the body more than 24" at the body's widest point.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.2.3 Each door leaf shall have an exterior locking handle. Each door shall have windows which will provide an appearance similar to that of the rest of the vehicle. Each door leaf will have a permanently mounted latch that will hold the door in the open position with less than 1" of movement. Securement of the doors in the open position shall not rely on bolts or straps.</p>   | <p>Bidder shall describe how door remains open. _____</p>   |
| <p>4.2.4 Minimum door dimensions shall be 44" wide by 69" high.</p>   | <p>Lift Door Dimensions: _____"</p>   |
| <p>4.2.5 Lighting shall be installed according to ADA and FMVSS 403 and 404 requirements.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.3 Wheelchair/Mobility Aid Stations</p>   |   |
| <p>4.3.1 Wheelchair/mobility aid station(s) are the spaces inside the vehicle for transporting persons in wheelchair/mobility aid devices and are to be provided on vehicles having wheelchair/mobility aid lifts. Each wheelchair/mobility aid device station shall consist of a usable floor area where a passenger in a wheelchair/mobility aid device may be positioned and where a wheelchair/mobility aid securement system shall be installed.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.3.2 All wheelchair/mobility aid stations shall be designed to secure wheelchair/mobility aid devices in a forward facing position.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.3.3 Floor plans are attached in Appendix A (page 128-135)</p>  |   |
| <p>4.3.4 At least one (1) wheelchair/mobility aid station per lift vehicle shall provide an adequate space for an oversized wheelchair/mobility aid device, a clear floor area of 30" in width and approximately 56" in length. The other station(s) shall not be any less than the minimum length of 48" required in accordance with ADA.</p>  | <p>Oversized Mobility Aid Station:<br/>         _____" X _____"<br/>         Additional Mobility Aid Stations:<br/>         _____" X _____"</p> |

|  |   |
|--|---|
| <p><b><i>Please note that floor plan C-4 with 4 stations is an exception to this requirement; one station will be a minimum of 52"x 30". The other 3 stations on this floor plan shall not be less than 48"x 30". This is the only floor plan arrangement (C-4) that will be acceptable with this combination.</i></b></p>   | <p>C-4 - Oversized Station:<br/>         _____ " X _____ "<br/>         Other 3 Mobility Aid Stations:<br/>         _____ " X _____ "</p> |
| <p>4.3.5 Not more than 6" of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9" from the floor to the lowest part of the seat overhanging the space. No wheelchair/mobility aid station(s) obstructions shall hinder a wheelchair/mobility aid device from being rolled into place.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.3.6 Foldaway seats shall be mounted in forward facing position. All foldaway seats mounted over wheelchair/mobility aid stations areas shall be the Freedman 3 step Foldaway seats or approved equal. Foldaway seats shall include lap style retractable passenger restraints as stated in section 3.5.2. Seats shall be color-keyed to the permanent passenger seats in section 3.4.10.</p>  | <p>Foldaway Seats offered:<br/>         _____</p>   |
| <p>4.4 Wheelchair/Mobility Aid Securement System</p>   |   |
| <p>4.4.1 The four point track/belt tie down system shall be provided at each wheelchair/mobility aid station to securely hold the wheelchair/mobility aid device in position. Securement systems and their attachments to the vehicles, shall withstand a force in a forward longitudinal direction of 2,500 lbs. per securement leg and a minimum of 5,000 lbs. for each mobility aid device. Movement of an occupied wheelchair/mobility aid device shall be no more than 2" in any direction.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.4.2 This system shall be composed of the following components: four securements with necessary floor anchorage, lap and shoulder belt, with all necessary buckles, hardware fittings and other parts to make it a complete wheelchair/mobility aid device securement system. Q-Straint QRT 360 tie down system or approved equal shall be provided. System shall be a WC18 compliant system.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Mfr.: _____</p> <p>Model : _____</p>                                   |
| <p>4.4.3 In certain wheelchair/mobility aid station arrangements, shared floor track may be used, provided that adequate belt securement slots are furnished. Adequate length of track should be provided to accommodate various sizes of wheelchair/mobility aid devices within each station.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.4.4 The floor tracks shall be recessed in the flooring. Care shall be taken to avoid damaging or destroying the integrity of the flooring.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.4.5 Six (6) Q-Straint Quick Straps in 16" length or approved equal shall be provided in each vehicle to assist with mobility aid device securement. Webbing loops shall be tested and used per manufacturer's recommendations</p>   | <p>Mfr.: _____</p> <p>Model : _____</p>   |
| <p>4.4.6 During installation of the wheelchair/mobility aid securement system care shall be taken to avoid damage to any of the vehicle's components. Particular attention should be taken to avoid damage to the fuel tank(s) during and after installation of</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

|        |  |  |
|--------|--|--|
|        | the floor tracks. It should be noted that the method of installing the track is the sole responsibility of the vendor and he may use whatever method will obtain the required results. By submitting and signing this bid the Bidder hereby certifies that the wheelchair/mobility aid device securement system has met all applicable Federal Motor Vehicle Safety Standards, and has been mounted in accordance with the manufacturer's specifications.  |  |
| 4.4.7  | A storage bag for each set of tie downs (4.4.2) and occupant restraint systems (4.5.1) shall be provided. These bags shall be mounted on the wall near the wheelchair/mobility aid stations and secured so the bags are immobile. Location shall be approved by DOT.   | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Location of bag : _____                      |
| 4.4.8  | Literature describing and giving instructions on the use of the wheelchair/mobility aid device securement system shall be provided with each lift equipped vehicle.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 4.4.9  | The vendor will be required to provide "hands-on" demonstration and training to recipients of lift vehicles upon delivery of vehicles. More detailed information on demonstration/training is outlined in Section 7.9 of bid.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 4.4.10 | Tie down system shall meet or exceed requirements set forth in RESNA WC-4:2012, Section 18, Wheelchair Tie down and Occupant Restraint Systems for use in Motor Vehicles. Provide documentation as attachment.   | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Attachment _____                             |
| 4.5    | Wheelchair/Mobility Aid Occupant Restraint System  |  |
| 4.5.1  | A three point restraint system consisting of a lap and shoulder belt combination shall be provided for each wheelchair/mobility aid station. The shoulder belt shall be a minimum of 86" in length and the lap belt shall be a minimum of 43" in length. Belt connection around wheelchair/mobility aid occupant shall be button release and comply with all State requirements and FMVSS. A Q-Straint integrated occupant restraint system or approved equal is acceptable.   | 3-Point Restraint System offered:<br>_____   |
| 4.5.2  | The shoulder attachment point shall be secured in a structural member of the side wall. The lap belt shall be secured by inserting it into the rear tie-down belts of the wheelchair/mobility aid securement system. The shoulder and lap belt shall connect at the buckle portion of the restraint. Restraints shall be designed and installed in such a manner that the restraint belts transfer crash forces to the hips and upper torso portions of the skeleton and shall not transfer these forces to the abdomen section of the passenger. The shoulder attachment shall comply with all State and FMVSS and regulations. | Provide details of type & location of shoulder attachment point for approval:<br>_____<br>_____<br>_____ |
| 4.5.3  | Shoulder belts shall be retractable at the wall connection or removable but shall not hang loose or interfere with movement in vehicle when not in use. Restraint belts shall be stored in storage bag at same location as provided for above in Section 4.4.7, wheelchair/mobility aid securement system. Restraint belts permanently fixed to the floor are not acceptable.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 4.6    | Wheelchair/mobility Aid Device Lift  |  |

|   |   |
|---|---|
| <p>4.6.1 The wheelchair/mobility aid lift system shall be a system which permits persons confined to a wheelchair/mobility aid device to enter and leave a vehicle while in a wheelchair/mobility aid device without difficulty by means of a vertical lifting platform and which also provides for the safe transportation of persons in wheelchair/mobility aid devices inside the vehicle. Acceptable wheelchair/mobility aid device lift is the Braun Century NCL1000(F)IBHB3454-2, RICON S5510 or approved equal.<br/><br/>(platform size requirements are listed under 4.7)</p> | <p>Mfr.: _____</p> <p>Model No.: _____</p> <p>Rating: _____</p> |
| <p>4.6.2 The frame and platform design shall have been tested to a minimum static load of 3,200 lbs. The lift shall have a 1,000 lb. continuous lifting capacity. The maximum weight that can be lifted by the lift shall be posted on the lift.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.3 The lift, operation and installation shall meet all ADA, and FMVSS 403 and 404 requirements.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.4 The lift shall require no independent power source. The lift shall operate on the vehicle's existing heavy duty electrical system as specified in section 1.15</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.5 The attachment of the wheelchair/mobility aid lift assembly to the vehicle shall allow easy removal and be readily accessible for repair and maintenance. The lift assembly shall be mounted in such a manner that in the fully raised position it shall not interfere with the opening of the double side doors.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.6 The attachment of the wheelchair/mobility aid lift assembly to the vehicle shall allow easy removal and be readily accessible for repair and maintenance. The lift assembly shall be mounted in such a manner that in the fully raised position it shall not interfere with the opening of the double side doors.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.7 The wheelchair/mobility aid lift shall have a bridge or transition plate designed for a smooth transition from the vehicle floor level to the lift platform level when the platform is in the raised loading positions. A nonskid surface shall be applied to the bridge plate.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.8 The installation of the lift assembly shall not diminish the structural integrity of the vehicle or cause excessive unbalancing of the vehicle by its weight when moving or when stopped. A front alignment and wheel balance shall be completed after vehicles are finished and shipped and just prior to delivery to system. Adjustments to the front end to avoid tire tread wear are required. (See 7.5.1 pre delivery servicing).</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.9 The overall depth of the lift assembly in the stored position inside the vehicle shall not exceed twenty-two (22") inches when measured at the floor level from the lift entry doors. No component accessory to the lift shall extend more than twenty-one (21") inches from the lift entry door.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.6.10 The lift's self-destruct characteristics shall be tested by cycling it two times without a load and with limit switches inoperative. At each position where limit switches normally prevent the lift from continuing (for example, at the upper- most position) power shall be maintained to the lift for five seconds after the platform comes</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |

|   |   |
|---|---|
| to rest. The lift shall be designed to withstand such action without damage.  |   |
| 4.6.11 All hardware that will be subjected to wear, corrosion, or other adverse action that would reduce that safety of the lift, and items requiring periodic maintenance shall be provided with easy inspection access.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 4.6.12 All exposed edges or other hazardous protrusions on the lifts shall have padding of a thickness to the manufacturer's recommendation. Padding shall be of an energy absorption material capable of minimizing injury producing forces and shall extend to within 3" of the vehicle floor.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 4.6.13 All protrusions or moving parts of the lift mechanism which could snag clothing shall have a guard or shield to protect passengers and/or operator.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 4.6.14 Interior padding shall be provided as needed around the opening for the lift to avoid injury to wheelchair/mobility aid passengers and attendants during loading and unloading. Padding shall be provided at all other locations where sharp or potentially hazardous edges occur.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 4.6.15 All through body fittings shall be of non-corrosive materials. Vendor shall re-undercoat and otherwise seal all through-body fittings from moisture. The reapplication of undercoating is only required for through-body fittings.   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 4.6.16 An <u>operational manual</u> and shall be provided with each vehicle to include at a minimum, normal and manual lift operations, preventive maintenance schedule, use of wheelchair/mobility aid restraint and seat belt system, lift trouble shooting and parts listing. One copy of a CD or DVR on lift maintenance and troubleshooting shall be provided for each transit system ordering vehicles. A copy shall be provided with the bid.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>A copy of lift operation CD is included as Attachment _____ |
| 4.7 Lift Platform   |   |
| 4.7.1 The platform to be provided shall be the widest available from the manufacturer with a minimum clear width of 34" measured from 2" above the platform surface to 30" above the platform, and a minimum clear length of 54" measured from 2" above the surface of the platform to 30" above the surface of the platform.   | Platform size: _____  |
| 4.7.2 The lift platform shall also be in compliance with ADA and FMVSS 403 and 404 requirements.  | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 4.7.3 A transition or bridge plate shall be of hinged design and mounted as an integral part of the van or platform so as to provide a smooth transfer from the platform into the vehicle. The transition plate shall be mounted in such a manner that the sides of the plate do not make contact with inside rails of the platform. The transition plate shall be secured and stored so as not to interfere with the operation or storage of the lift platform or the placement of wheelchair/mobility aids. | <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| 4.7.4 An automatically actuated roll-off barrier across the full length of the loading-edge or entrance ramp of the platform shall be provided. The barrier shall be a minimum of 6.5" high (measured   | <input type="checkbox"/> YES <input type="checkbox"/> NO  |



|       |  |  |
|-------|--|--|
|       | from the platform surface) when closed to prevent a power wheelchair/mobility aid device from riding over the barrier. The barrier shall automatically close and remain closed when the lift rises 3" above the ground surface. The entrance ramp shall not exceed a slope of 1:8, measured on level ground, for a maximum rise of 3", and the transition from ground to ramp may be vertical without edge treatment up to 1/4". Thresholds between 1/4" and 1/2" high shall be beveled with a slope no more than 1:2.   |  |
| 4.7.5 | This bid shall be for a fully automatic interior lift. The operation of the lift platform from its upright stored position to its operation position shall be a fully automatic operation. Interior lifts shall be self-locking, rattle free, and secured to the lift when stowed.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.7.6 | Handrails shall be provided on two sides of the platform and move in tandem with the lift. Handrails shall be able to be grasped and provide support. Handrails shall have a usable component at least 8" long with the lowest portion a minimum 30" above the platform and the highest portion a maximum 38" above the platform. The handrails shall be capable of withstanding a force of 100 lbs. concentrated at any point on the handrail without permanent deformation of the rail. The handrail shall have a cross-sectional diameter of 1-1/4" to 1-1/2", or shall provide an equivalent grasping surface. Handrails shall not interfere with wheelchair/mobility aid devices entering or leaving the vehicles. Handrails in the stowed position shall not extend in the vehicle's passenger area more than 5" and shall be secured in such a manner to keep them from rattling and prevent this from becoming a hazard to passengers. | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.7.7 | A handrail restraint, a belt between the two handrails, shall be provided in order to offer extra security for passengers in wheelchair/mobility aid devices as they are lifted on the platform.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.8   | Lift Controls, Interlock, Electrical Circuits and Wiring   |  |
| 4.8.1 | Operating controls shall be of heavy duty commercial type and shall be designed for hand-held operation with adequate cord extension to allow operation of the lift by the operator standing outside the vehicle at a position behind or at the side of the lift platform. A method for storing and securing the controls when not in use shall be provided.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.8.2 | The lift operation and interlock shall be in compliance with ADA and FMVSS 403 and 404 requirements.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.8.3 | The controls shall be designed to be used safely without adverse effects to the operator or to the controls in all weather conditions.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.8.4 | Lift operation instructions shall be posted on the inside of the lift door and shall be easily understood by the operator.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.8.5 | Lift controls shall be easily understood by the operator and shall not allow automatic sequencing of the lift from one mode to another that would jeopardize the safety of the wheelchair/mobility aid passenger.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.8.6 | Lift controls shall allow for instant direction reversal at any point in the cycle.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                                   |
| 4.8.7 | In addition to the normal operating power, a manual backup system for unloading wheelchair/mobility aid passengers and returning the lift to the stowed position shall be provided in the  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Type of backup system offered: |

|   |   |
|---|---|
| <p>event of electrical failure. The backup system shall be mounted on the interior of the vehicle and in a location that will not interfere with passenger loading and unloading. Location to be approved by DOT.</p>   | <p>_____<br/>Location: _____</p>  |
| <p>4.8.8 The vehicle shall have an Interlock system that will not allow the vehicle to be shifted out of park if the lift door is open. As an added feature, it also will not allow the vehicle to be shifted out of park anytime the parking (emergency) brake is applied.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.8.9 The interlock system shall make the lift controls in-operative unless the vehicle's emergency brake is activated. A power cutoff or interrupt switch shall be installed on the dash panel to prevent unauthorized use of lift controls while vehicle is parked and locked. The power cut-off shall also prevent a battery drain.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.8.10 The interlock system shall only allow the lift to be operational when the vehicle is in "Park", the "Parking (emergency) Brake" is engaged, the "Ignition" is on, the "Lift" switch is on, and the "Lift Door" is open.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p><b>4.9 Additional requirements</b></p>   |   |
| <p>4.9.1 In addition to these specifications, lifts and all related equipment shall be designed, built attached and operated in accordance with all applicable safety codes and design standards. Examples of these applicable codes and standards are:</p> <ul style="list-style-type: none"> <li>a. Society of Automotive Engineers (electrical components and wiring, hydraulic components, fasteners);</li> <li>b. American National Standards Institute (chain drive and wire rope components);</li> <li>c. American Welding Society (welding code and recommended practices);</li> <li>d. Federal Motor Vehicle Safety Standards, etc.</li> </ul> | <p>a) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>d) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>4.9.2 All parts shall be new. All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicle. All equipment shall be ready for immediate and continuous operation upon delivery of the vehicle. All exposed metal surfaces shall be painted or shall be corrosion-resistant. All lift components (including wiring) located on the underside of the vehicle shall be concealed but accessible for maintenance purposes. All interior wiring shall be concealed.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.9.3 All bolts as provided by lift manufacturer and may or may not be treated with Loctite or approved equal.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>4.9.4 All screws shall be fastened securely into structural members of the vehicle to prevent them from working loose.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p><b>5.0 OPTIONS</b></p>   |   |
| <p>Prices offered on option items should reflect the MSRP for that option, plus installation where applicable, and any credits for the standard equipment that some the option item may replace. Please advise if option is not available on particular floor plans due to QVM requirements from chassis manufacturer. NOTE: The options selected below cannot exceed the GAWR/GVWR requirements of the chassis, in accordance with QVM requirements.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

| The following will provide descriptions, details, and requirements for option prices reflected in the <b>in ATTACHMENT A PRICING FORM (EXCEL WORKBOOK)</b> .   |  |
|--|--|
| 5.1 Provide Ford chassis - 20'/22'/25'/28' LTV; gas powered chassis or approved equal in base bid. Appropriate alternator and battery that meet specifications shall be included.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.2 Provide GM chassis - 20'/22'/25'/28' LTV; gas powered chassis or approved equal in base bid. Appropriate alternator and battery that meet specifications shall be included.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.3 Increase to a Ford F-450, 16,500 lb. GVWR chassis with a 6.7L Diesel engine or approved equal. Engine to be front mounted. 5 year/100,000 mile warranty shall apply. Appropriate alternator and battery shall be included with additional fuel tank (28 gal.) Floor plans based on C-2 through C-4.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.4 6.7L Power Stroke Diesel or approved equal for 28' LTV. Engine to be front mounted. 5 year/100,000 mile warranty shall apply. Appropriate alternator and battery shall be included.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.5 Alternative Fuel, Propane, if available. Appropriate GVWR, engine, alternator and battery shall be included. Available for 22', 25', and 28'. Include OEM hardened valve w/ option.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.6 Alternative Fuel, Propane Bi-fuel Conversion Kits. Appropriate GVWR, engine, alternator and battery shall be included. Available for 20', 22', 25' and 28'. Include OEM hardened valve w/ option.  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.7 Alternative Fuel, Compressed Natural Gas, both Dedicated and Bi-Fuel, if available. Appropriate GVWR, engine, alternator and battery shall be included. Available for 22', 25', and 28'. Include OEM hardened valve w/ option.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.8 Alternative Fuel, Crosspoint Kinetics Hybrid or approved equal. Appropriate GVWR, engine, alternator and battery shall be included. Available for 22', 25', and 28'. Include OEM hardened valve if needed w/ option.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.9 Alternative Fuel, All Electric LTV. Appropriate GVWR, engine, alternator and battery shall be included. Available for 20', 22', 25' and 28'. Include OEM hardened valve if needed w/ option.   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.10 Telma Brake Retarder, or approved equal. A low-amperage, draw electromagnetic retarder, to supplement the hydraulic braking system. The retarder is activated through the vehicle brake pedal. Installation of the retarder and all companion components follows manufacturer's specifications and shall allow adequate spacing for removal of the front disc drive shaft and universal joints without necessitating disassembly of the universal joint. The universal joint is installed in a like manner. Availability for all sizes. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.11 Chassis Manufacturer's Service and Parts Manual or CD; Ford and GM Manufacturer   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.12 Electric Transit door (40"). Passenger entry door shall be a two (2) panel design, providing a 36"x79" clear opening, fully-automatic, and controlled from the driver's seat. Windows shall be provided in the top and bottom section of the door. Lower  | <input type="checkbox"/> YES <input type="checkbox"/> NO |

|   |   |
|---|---|
| window shall allow full view of the curb. Provide product or detail information.  |   |
| <p>5.13 Detailing: Striping, Lettering, and Logos</p> <p>5.13.1 Striping (paint or vinyl strips and labor) – 1 color strip on both sides and back of vehicle</p> <p>5.13.2 Two Tone (paint or vinyl strips and labor) – 2 color striping on both sides and back of vehicle</p> <p>5.13.3 Lettering (pricing based on an average of fifty 4" size letters/number and labor)</p> <p>5.13.4 Logos (paint and labor) – system will provide graphics</p> <p>5.13.5 Logo Decals (labor only; purchaser will provide decals)</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 5.14 Hubometer – shall be fitted on the right rear wheel.   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 5.15 Seat belt extenders – 24", shall meet applicable FMVSS requirements.   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 5.16 Q' Straint Quick Straps for mobility aid chairs or approved equal. Price strap individually; straps can be purchased in addition to ones that are standard with vehicle.   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>5.17 Manual Fareboxes</p> <p>5.17.1 Donation Farebox, small, approximately 8" x 8" x 8"</p> <p>5.17.2 Diamond NV Farebox or approved equal with extra vault.</p> <p>5.17.3 Genfare Pacemaker Farebox, or approved equal.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>5.18 Electronic Fareboxes</p> <p>5.18.1 GFI Odyssey Farebox, or approved equal.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>5.19 Destination Signs</p> <p>5.19.1 Transign Model D-3114, front and side roller destination sign or approved equal, furnished with a minimum of 15 destinations.</p> <p>5.19.2 Digital Twin Vision Electronic destination sign, or approved equal. Front and Side</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 5.20 Wireless Camera/DVR Systems– 4 cameras per vehicle including installation Seon Trooper - TL4 (4 camera system to be priced as unit) or approved equal.   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>5.21 Annunciation Systems, in accordance with ADA requirements.</p> <p>5.21.1 REI Transit PA System or Jensen PA 500 or approved equal, amplifier and hand held Microphone with two (2) speakers.</p> <p>5.21.2 Panasonic AM/FM/CD with PA System, or approved equal, Amplifier, hand held microphone and 4 speakers.</p> <p>5.21.3 Clever Devices AVA/Bus Stop Announcements or approved equal, automated stop announcement and passenger information system.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>5.22 Stop Request System, in accordance with ADA requirements</p> <p>5.22.1 Pull cord signal system. Vehicle shall be equipped with an audible passenger signal activated by signal cords provided on both sides of interior. The signal cords shall be located so they may be easily reached by passengers</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |

|  |   |
|--|---|
| <p>while not interfering with emergency exits. The audible signal shall be a bell or electronic tone sound.</p> <p>5.22.2 Touch Tape Signal System. Signal shall be activated by horizontally or vertically mounted yellow touch tape switches. Tapes shall be mounted on window posts or below windows on both sides of the bus.</p>              |   |
| <p>5.23 Fire Suppression Systems</p> <p>5.23.1 Fogmaker, an engine fire suppression system with water mist extinguishing system or approved equal.</p> <p>5.23.2 Jomarr vehicle fire suppression system with a clean agent extinguishing system or approved equal.</p> <p>5.23.3 Amerex SMVS fire suppression for small front engine vehicles.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>5.24 Driver's Seat Upgrades</p> <p>5.24.1 USSC G2E-LP Driver's Seat or approved equal. Armrest, Spring suspension, Air Suspension options.</p> <p>5.24.2 Recaro Ergo LXS, Adjustable Seat, or approved equal.</p>   | <p>USSC G2E-LP Driver Seat. Indicate type of seat coverings available:</p> <p>_____</p> <p>_____</p> <p>Recaro Ergo LXS. Indicate type of seat coverings available:</p> <p>_____</p> <p>_____</p> |
| <p>5.25 Freedman Foldaway – Double Three-Step Foldaway seat or approved equal to replace a permanent forward facing seat on any floor plan. Seat covering will be available based on 3.4.6.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>5.26 Freedman Feather Weight High Back seats with side corner grab handles on aisle seats or approved equal. Indicate type of seat covering available.</p>  | <p>Indicate type of seat coverings available:</p> <p>_____</p> <p>_____</p>   |
| <p>5.27 Freedman Integrated Child Seat (ICS) with grab handles on aisle seats or approved equal to replace a permanent forward facing seat on any floor plan. Seat covering will be available based on 3.4.6.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>5.28 Two (2) 7" Round Red LED Auxiliary Brake Lights.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>5.29 Auxiliary Amber Strobe light positioned either above the center brake light or to the right of back door. Strobe light description in 3.11.6 should be used except with amber lens. Wired to come on when vehicle is stopped or entrance door is opened.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>5.30 Upgrade LTV stepwell to 14 gauge stainless steel with 10 Gauge Steps as defined in item 2.4.7.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>5.31 Upgrade LTV door frames to 14 gauge stainless steel in items 2.5.3, 2.5.7 and 4.2.2.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>5.32 Ultra-sonic warning alarm mounted on bumper detects objects behind vehicle. Audible alarm with digital read-out alerts driver that object is in vehicle path. Intermotive HawkEye or approved equal.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

|                                     |  |  |
|-------------------------------------|--|--|
| 5.33                                | Upgraded Automatic Heated Side Mirrors with turn signal. Same size as specification with convex at bottom. Lucerix or Rosco mirrors or approved equal.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 5.34                                | Air Conditioning Upgrade for 22' and 25' LTV: ProAir ACT System Model ACT-913/21, 97,000 BTU systems (min.) or approved equal. Component specifications: <u>Evaporator</u> : ProAir ACT Model EZ-91, or approved equal, rated up to 93,000 BTU/hr. <u>Condenser</u> : ProAir ACT System Model CS-3 or approved equal. <u>Compressor</u> : TM-21 Compressor. ACC Climate Control, Rifled Air Conditioning (RAC), Trans Air, or Thermo King or other approved equal may be used, provided the above cooling requirements and standards can be met. | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 5.35                                | Air Conditioning Upgrade for 28' LTV: ProAir ACT System Model ACT-933DM, 108,000 BTU systems (min) or approved equal. Component specifications: <u>Evaporator</u> : ProAir ACT Model EZ-9, or approved equal, rated up to 90,000 BTU/hr. <u>Condensers</u> : (2) ProAir ACT System Model CS-3 or approved equal. <u>Compressor</u> : (2) TM-16 Compressors. ACC Climate Control, Rifled Air Conditioning (RAC), Trans Air, or Thermo King or other approved equal may be used, provided the above cooling requirements and standards can be met. | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 5.36                                | Additional emergency escape window(s). In addition to the required emergency window(s) on each side, a price shall be provided for additional widows up to a maximum of three (3) on each LTV. Windows shall meet all requirements in 2.6.5.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 5.37                                | Bike Rack. A stainless steel two position bike rack that can be mounted on the front of the LTV.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 5.38                                | Engine Block Heater option.  | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 5.39                                | Extended Warranty Coverage<br>List Option Plans:<br><br>_____<br><br>_____<br><br>_____<br><br>_____   | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| <b>6.0 WARRANTY AND WORKMANSHIP</b> |  |  |
| 6.1 Warranty                        |  |  |
| 6.1.1                               | The successful bidder shall assume responsibility for warranty of materials, components and accessories proposed whether same is made by them or purchased ready made from any outside source.   | <input type="checkbox"/> YES <input type="checkbox"/> NO                           |
| 6.1.2                               | Manufacturer's standard warranty shall apply but shall include the following as a minimum. Warranty coverage shall begin on the date the owner/transit property accepts vehicle after final inspection.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br><br>Warranty Coverage: |

|  |   |
|--|---|
| <p>Chassis manufacturer's Bumper to Bumper standard warranty of 3 years/36,000 miles shall apply.</p> <p>Chassis manufacturer's Power-Train warranty of 5 years/60,000 miles shall apply.</p> <p>Chassis manufacturer's Corrosion warranty of 5 years/ unlimited miles shall apply.</p> <p>The Secondary Manufacturer, Body Conversion warranty shall be a minimum of 3 years / 36,000 miles.</p> <p>The Secondary Manufacturer, Body Structure warranty shall be a minimum of 5 years/75,000 miles.</p> | <p>Chassis-Bumper to Bumper: _____</p> <p>Chassis Power-Train: _____</p> <p>Chassis Corrosion: _____</p> <p>Body Conversion: _____</p> <p>Body Structure: _____</p> |
| <p>6.1.3 Wheelchair/mobility Aid Lift and related components shall have a five year limited warranty coverage. Literature should provide details on warranty requirements.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Warranty coverage: _____</p>   |
| <p>6.1.4 The air conditioning system and related components that are not a part of the chassis or body shall have a warranty of a minimum of two years.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>6.1.5 The tires shall have a warranty with a minimum of 50,000 miles on tread life.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>6.1.6 Other components that are not a part of the chassis, body, wheelchair/mobility aid lift or air conditioning system shall have a warranty of a minimum of twelve (12) months from the time the vehicle is put into service by the owner as referenced in 6.1.2.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>6.1.7 Service shall be available within North Carolina. If this cannot be arranged the successful bidder shall pay all expenses, while under warranty, involved in towing the vehicle to a location for the services needed.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>6.2 Workmanship</p>   |   |
| <p>6.2.1 Workmanship throughout the vehicle shall conform to the highest standard of commercial accepted practices for the class of work and shall result in a neat and finished appearance. The design of the body and equipment which the manufacturer proposes to furnish shall be such as to provide a vehicle of substantial and durable construction in all respects.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>6.2.2 Welding procedures, welding materials, and qualifications of operators shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>All welds visible to the public shall be ground smooth after the welding to present a smooth, workmanship appearance. Where metal is welded to metal, the contract surface shall be free of scale, grease, and paint.</p>   |   |
| <p>6.2.3 All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>6.2.4 All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. No wires shall be visible on the exterior or interior of the unit. The body shall be free of all cracks, dents, and defects due to metal fatigue or physical damage.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |
| <p>6.2.5 All switches shall be labeled.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>   |

|   |   |
|---|---|
| <p>6.2.6 All hoses supplied in assembling the unit described in these specifications shall have temperature and PSI ratings in excess of maximum operating temperatures and pressure of fluids or materials being transferred.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                           |
| <p>6.2.7 Manufacturer will take necessary precautions to insure that no counterfeit, mismarked, or substandard fasteners are used in the construction of the vehicle including the chassis and body.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                           |
| <p>6.2.8 If any vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished including transportation charges, labor for removal and installation of said parts shall be free of all costs to the State. If a vehicle that is delivered is damaged beyond repair, a new replacement vehicle shall be ordered and delivered in a timely fashion.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                           |
| <p>6.3 Motor Vehicle Standards</p>  |   |
| <p>6.3.1 The vehicle shall conform in all respects to the applicable Motor Vehicle Laws of the State of North Carolina and comply with all applicable Federal Motor Vehicle Safety Standards and Procedures of the U.S. Department of Transportation.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                           |
| <p>6.3.2 Any requirements for vehicles to be changed in accordance to modifications or changes in state or Federal Motor Vehicle Laws during the course of the contract shall require the vendor/contractor to notify the NCDOT of necessary modifications.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                           |
| <p>6.4 Manufacturer Quality Assurance Programs</p>  |   |
| <p>6.4.1 The vendor shall submit documentation with the bid that the manufacturer fully meets the OEM chassis manufacturer requirements as they relate to either the Ford Quality Vehicle Manufacturer (QVM) Program or the GM Quality Assurance procedures.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO<br/>Attachment No.: _____</p> |
| <p>6.4.2 One copy of the detailed in-plant quality assurance procedures is required with the bid. The in-plant quality control procedures shall include, but are not limited to, the following elements: each phase; department; step; station; etc. At each such phase, department; step; station; etc.; the vehicle shall be inspected for quality control, function, specifications, compliance, and any applicable Ford QVM or GM Quality Assurance requirement prior to the vehicle being advanced through the production line. Such inspections shall include any/all applicable Ford QVM or GM Quality Assurance requirements. Inspections shall include, but are not limited to, EG, chassis suspension, body, flooring, seating, etc. Quality control procedures shall also include a road test and a final inspection. Each vehicle shall pass all inspections prior to delivery. Samples of all inspections forms shall be attached and will be considered in the evaluation of the bid.</p> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>                           |
| <p>6.4.3 The vendor shall submit documentation with the bid that the manufacturer has met the requirement as a "Registered Quality System" manufacturer. A copy of the ISO 9001:2000 certificate shall be submitted with the bid.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO<br/>Attachment No.: _____</p> |



|  |  |
|--|--|
| <b>7.0 MISCELLANEOUS REQUIREMENTS</b>  |  |
| <b>7.1 Descriptive Literature - Bidder to Furnish</b>  |  |
| 7.1.1 Furnish a copy of descriptive product literature with bid.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.1.2 Furnish a copy of descriptive product literature for all components that are provided on vehicle.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| <b>7.2 Certificate of Origin</b>   |  |
| 7.2.1 By submitting and signing this bid, the Bidder hereby certifies to the State that a true and correct Certificate of Origin will be mailed prior to delivery or accompany each vehicle upon delivery without formal demand.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.2.2 Vendor shall list "NCDOT/Public Transportation Division" as the first lienholder on the Certificate of Origin and title application (NC MVR-1) for all vehicles funded with grant money through the NC Dept. of Transportation. The vendor will be provided a listing of transit systems on an annual basis that are eligible to purchase under this contract.   |  |
| <b>The lienholder shall read:<br/>NCDOT/Public Transportation Division<br/>1550 Mail Service Center<br/>Raleigh, NC 27699-1550</b>   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| <b>7.3 Production Schedule and Inspection</b>  |  |
| 7.3.1 The vendor shall be required to provide, in writing, a thirty (30) day notice prior to a cutoff date for ordering vehicles.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.3.2 The vendor shall be required to give a production delivery schedule at the time of receipt of the first purchase order. Monthly updates or reports shall be required.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.3.3 The State reserves the right to inspect the vehicles during production and at a final point of assembly, prior to delivery. The State may conduct its own inspection, contract with a consulting firm, or individual transit systems that have purchased LTVs may conduct on-site inspections during or at the final assembly of the vehicle(s).   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| <b>7.4 Testing</b>   |  |
| 7.4.1 The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is watertight, road worthy, rustproof (where applicable), fume proof and all vehicle and equipment fluids are per specifications. Vendor shall certify that vehicle has passed all tests. A final inspection should be included. | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>List test performed on vehicle:<br>_____<br>_____<br>_____ |
| 7.4.2 Copies of test completed with results shall be included with each new vehicle and delivered as part of the "new vehicle" packet. A final inspection sheet should also be included.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |

|  |   |
|--|---|
| 7.5 Pre-Delivery Servicing   |   |
| <p>7.5.1 The vehicle and the optional equipment furnished with the vehicle shall be completely serviced and conditioned prior to delivery to the transit system. All equipment shall be completely installed and all adjustments shall be made which are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery. Pre-delivery servicing shall include as a minimum the following:</p> <ul style="list-style-type: none"> <li>• N.C. State inspection</li> <li>• Align front end and Balance all wheels (spin balance)</li> <li>• Adjust and aim headlights</li> <li>• Check signal lights</li> <li>• Tune engine</li> <li>• Check electrical, braking and suspension systems</li> <li>• Charge battery</li> <li>• The cooling system shall be protected with permanent anti-freeze and summer coolant to 30 degrees below zero F.</li> <li>• Service windshield washer reservoir with water and appropriate additives or with windshield washer fluid</li> </ul> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <ul style="list-style-type: none"> <li>• Complete lubrication</li> <li>• Fill crankcase with oil</li> <li>• Wash &amp; clean interior and exterior of vehicle</li> <li>• Within 5 miles (or closer) of delivery to transit system or owner, complete the following:</li> <li>• Fuel tank shall register a full tank (33/55 gals)</li> </ul>  |   |
| 7.6 Production Support Literature – The following literature/items shall accompany each delivered vehicle.   |   |
| 7.6.1 Owner's/Operator's Manual for chassis, vehicle body, air conditioner, and wheelchair/mobility aid lift (if applicable), to include a maintenance and inspection schedule. (1 each)   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 7.6.2 A clear and legible wiring diagram of all components installed, both original and added, shall be furnished in addition to the mounted diagram.  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 7.6.3 <u>Safety Manual</u> describing operator "do's" and "don'ts" for safe vehicle operation. (1 copy)  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 7.6.4 Tire Maintenance/Tire Care Manual. (1 copy)  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 7.6.5 All tests completed on vehicle with results are to be included in vehicle packet. A final inspection sheet should also be included.  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 7.6.6 One Tube of white touch-up paint to match basic vehicle.   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 7.6.7 If transit system ordered striping/two-tone paint option, one tube of touch-up paint will be provided for each color of striping/two-tone paint (vinyl not used).  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| 7.6.8 Certificate of Origin (MCO)  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |

|        |  |  |
|--------|--|--|
| 7.6.9  | N.C. Title Application (MVR-1) completed, except for signature, and delivered with MCO. The MVR-1 can be downloaded at: <a href="http://www.ncdot.gov/dmv/forms/?s=VRF">http://www.ncdot.gov/dmv/forms/?s=VRF</a>  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.6.10 | Odometer Disclosure Statement, Form ODOM-103N; NC-65-3; or MVR-180. Disclosure on the back of Certificate of Origin may be used.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.6.11 | It is requested that a copy of the invoice be emailed to the transit system/owner at least 30 days prior to delivery. A hard copy along with the MCO and title application shall be mailed prior to delivery or sent with the vehicle at delivery. If vendor has developed electronic invoicing procedures, then final invoice should be sent to system/owner electronically prior to delivery.  | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>Explain invoice process:<br>_____<br>_____ |
| 7.7    | Vendor/Dealer Decal Advertisements   |  |
| 7.7.1  | Chassis and Body Manufacturer may have brand name on vehicle, i.e. Ford, GM, Elkhart, Starcraft, Glaval, etc.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.7.2  | The Dealer or Sales Company may attach <u>ONE</u> (1) decal/advertisement of a size no larger than 3"x5" on the rear of the vehicle. No other vendor decals/advertisement will be permitted  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
|        | elsewhere on the vehicle, inside or outside, except on products, such as the lift and air conditioner. No vendor printed license plates will be permitted. No vendor decals will be permitted to cover holes on the interior or exterior of vehicle.   |  |
| 7.7.3  | A sticker giving lift operation instructions shall be mounted on the inside of lift door. The international lift symbol shall be attached to the lift door but no larger than 5"x7".   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.8    | Vehicle Inspection and Acceptance  |  |
| 7.8.1  | NCDOT recipients of grant funding will be placing orders directly with Vendors under this contract. These transit systems by placing an order will be certifying to the Vendor that they will pay the vendor within thirty (30) days after acceptance of the vehicle. The transit systems will be receiving grant funds through a reimbursement process once they take delivery of their vehicle, inspect it, and process their paperwork.   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.8.2  | Vendors shall give the individual transit system/owner a minimum of three (3) working days' notice prior to each intended delivery so appropriate arrangements can be made.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.8.3  | It shall be the responsibility of the successful vendor to transport the vehicle(s) to the transit property/owner site. Deliveries may be made Monday-Friday, 8:00 a.m. to 4:30 p.m., excluding holidays.  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.8.4  | Vehicles may be shipped or "Caravan" delivered. Vehicles that are "drop shipped" to various dealers in North Carolina still shall be transported to the property site designated for that system. If driven, vehicles shall be operated within suggested "break-in" limits of the chassis manufacturer. Vehicles transported greater than 250 miles shall be certified as to the operation of the vehicles within these "break-in" limits. Periodic fluid level checks are required. | <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| 7.8.5  | All vehicles shall be delivered in "like new" condition. All required servicing, all full fluid levels, vehicles cleaned inside and out, and   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |

|  |   |
|--|---|
| <p>N.C. State inspection shall be completed when delivered.<br/>See Section 7.5 for Pre-Delivery Servicing.</p>  |   |
| <p>7.8.6 Individual transportation systems shall conduct an inspection of the vehicle(s) within three (3) working days of delivery to assure proper compliance with specifications. At the discretion of the State, staff members may conduct random inspections and may request up to five (5) working days to conduct these inspections.</p>   |   |
| <p>7.8.7 Once notified about problems, issues, or repairs, it shall be the vendor's responsibility or their representative to make arrangements and/or transport the vehicle for any repairs necessary to make corrections and meet the required specifications.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>7.8.8 No acceptance of the vehicle(s) shall be made, and thus no payment shall be made until all repair work is completed and the vehicle is found to meet required specifications.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>7.8.9 It shall be the vendor's responsibility to carry the appropriate amount of insurance coverage for the vehicle while in transport and up to the time the vehicle is delivered to the using agency.</p>   | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>7.8.10 As stated in 7.6.10 the paperwork shall be sent to the transit system/owner in advance. This will enable the systems to prepare their payment requests to NCDOT in advance, and expedite payments to the vendor once the vehicle is delivered and accepted.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>7.8.11 Once vehicle is inspected and meets all required specifications, the transit system will notify NCDOT, and the system's request for reimbursement will be processed. Once the system receives their reimbursement they will make payment to the Vendor within 3 days.</p>  |   |
| <p>7.8.12 If vehicle cannot be repaired or corrections made within a reasonable time, non-compliance with specifications shall be concluded. Upon concurrence by NCDOT personnel, refusal of acceptance shall be issued and the vehicle shall be collected by the Vendor.</p>  | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |
| <p>7.9 Training with delivery of vehicle(s)</p>  |   |
| <p>7.9.1 Upon the delivery of each group of vehicles, to the same transit system basic hands on training is required to be given by the vendor, or the vendor's representative, to at least two (2) of the system's staff, of which one shall be the transportation coordinator, director, or operation's manager. These staff members will be responsible to train the remainder of the staff. Instruction shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Operation of the vehicle and the wheelchair/mobility aid lift</li> <li>• Location of key mechanical components</li> <li>• Location and proper use of safety and emergency equipment</li> <li>• Familiarization of warning signals</li> <li>• Instruction on loading and securing passengers</li> </ul> | <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> |

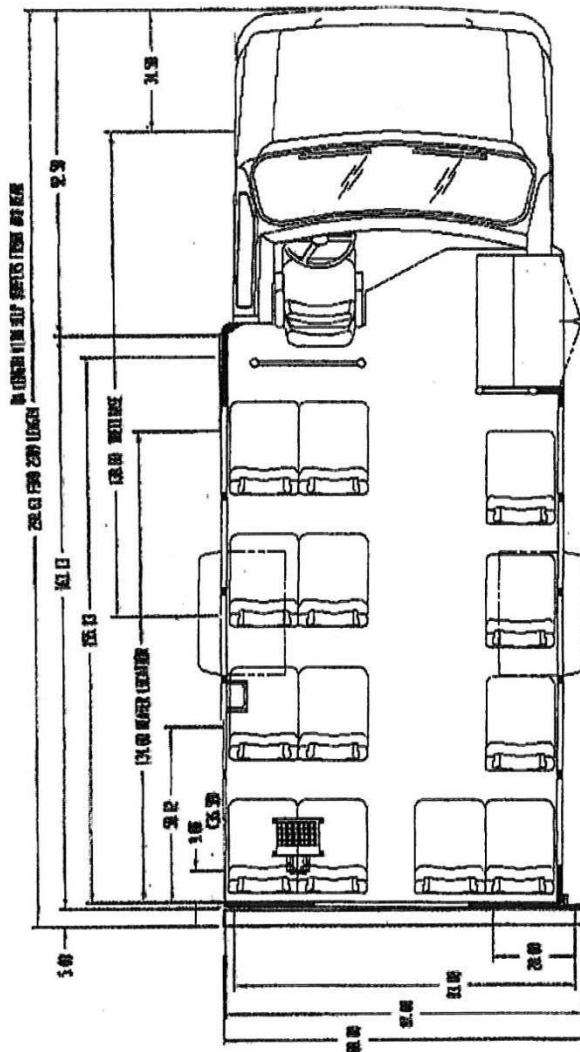
|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>Any add-on or optional equipment, such as back-up cameras, etc.</li> </ul>   |  |
| <p>7.9.2 In depth training workshops will be held to provide drivers, mechanics, or administrative personnel on issues relating to preventive maintenance, troubleshooting, operation of the vehicle and equipment (including the lift and securements), and technical updates of the vehicle type offered.</p>   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>7.9.3 Workshops shall be conducted at various sites across the state. A minimum of three (3) workshops will need to be presented by the vendor/manufacture for every 30 vehicles sold. Sessions will need to be approximately one (1) day, allowing adequate time for classroom instruction as well as hands on instruction.</p>   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>7.9.4 Vendor will coordinate training with the Public Transportation Division to determine dates and locations of workshops.</p>   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>7.10 Post-delivery survey</p>  |  |
| <p>7.10.1 The successful vendors may be asked to conduct a survey of end users upon completion of the contract (delivery and acceptance of last vehicle ordered). This survey shall be issued no less than sixty (60) days and completed no more than ninety (90) days after the last vehicle is delivered. The survey shall include, but not be limited to, product satisfaction, problems or concerns, and maintenance practices. The vendor will need to request that the contact person for the end user who is responsible for maintaining the vehicle, to be identified on the survey. The vendor shall list contacts for servicing and warranty issues on the survey. After the vendor has compiled the data from the survey, the results shall be forwarded to DOT within thirty (30) days from the completion of the survey.</p> | <input type="checkbox"/> YES <input type="checkbox"/> NO |

APPENDIX A – VEHICLE DIAGRAMS

**20 FT. LIGHT TRANSIT VEHICLE**

**DIAGRAM A-1**

**20' LTV – 13 PASSENGER SEATS**  
**No Wheelchair/Mobility Aid Lift**

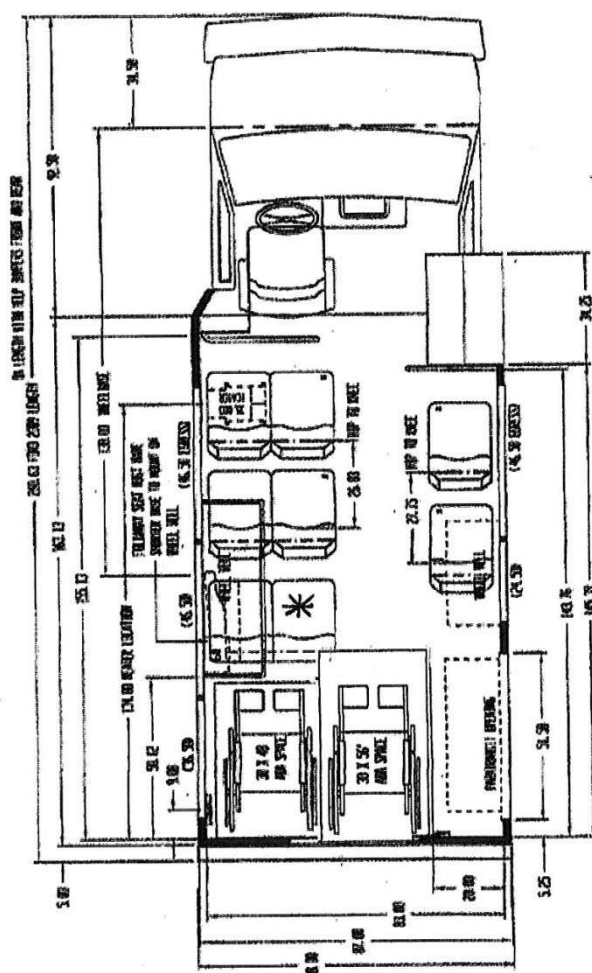


**NOTE: Drawing Not To Scale**

## 20 FT. LIGHT TRANSIT VEHICLE

**DIAGRAM A-2**

**20' LTV – 2 Wheelchair/Mobility Aid Device Stations with  
6 Permanent Seats and 1 Double Foldaway\* Bench Seat**

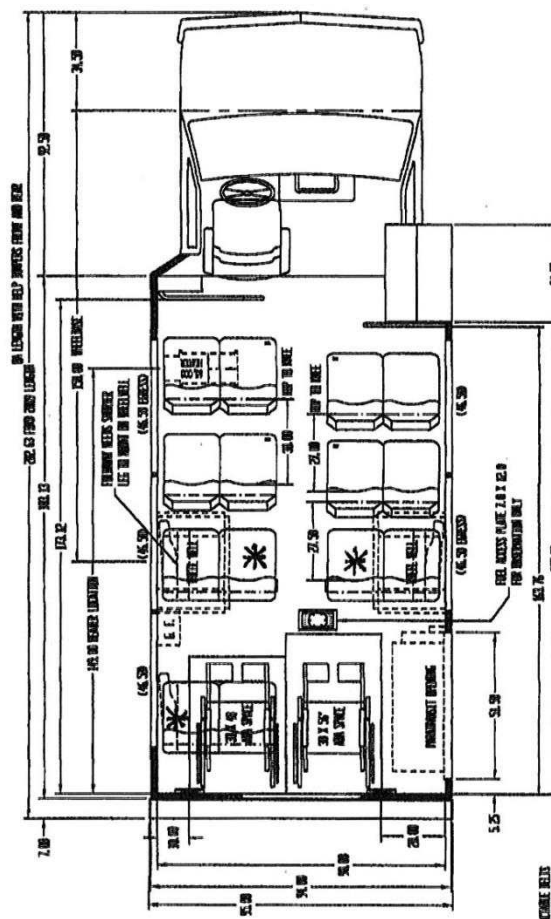


**NOTE: Drawing Not To Scale**

## 22 FT. LIGHT TRANSIT VEHICLE

### DIAGRAM B-2

**22' LTV – 2 Wheelchair/Mobility Aid Device Stations with  
8 Permanent Seats and 3 Double Foldaway Bench\* Seats**



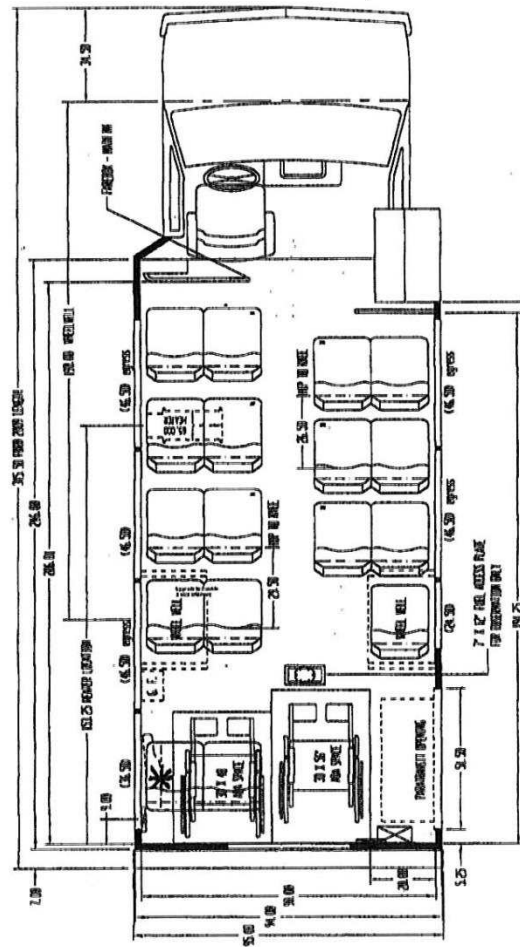
**NOTE: Drawing Not To Scale**



## 25 FT. LIGHT TRANSIT VEHICLE

### DIAGRAM C-2

**25' LTV – 2 Wheelchair/Mobility Aid Device Stations with  
15 Permanent Seats and 1 Double Foldaway Bench\* Seat**

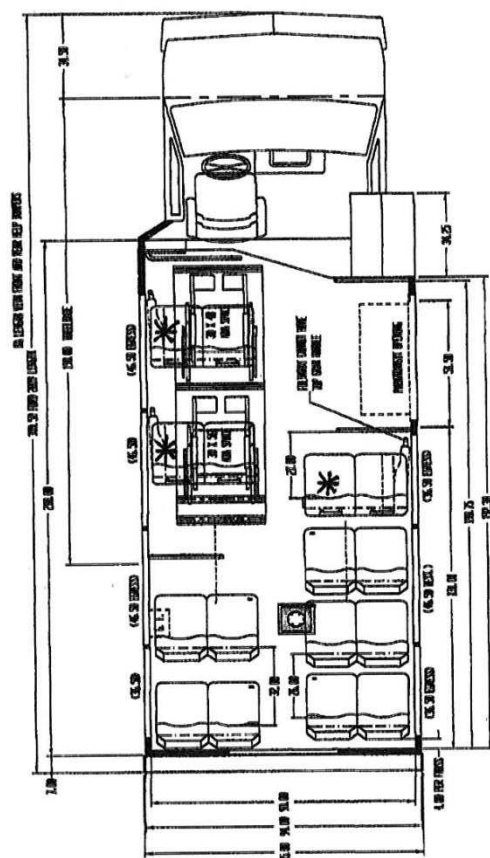


**NOTE: Drawing Not To Scale**

## 25 FT. LIGHT TRANSIT VEHICLE

### DIAGRAM C-3

**25' LTV – 2 Wheelchair/Mobility Aid Device Stations with  
10 Permanent Seats and 3 Double Foldaway Bench\* Seats  
LIFT LOCATION NEAR FRONT DOOR**



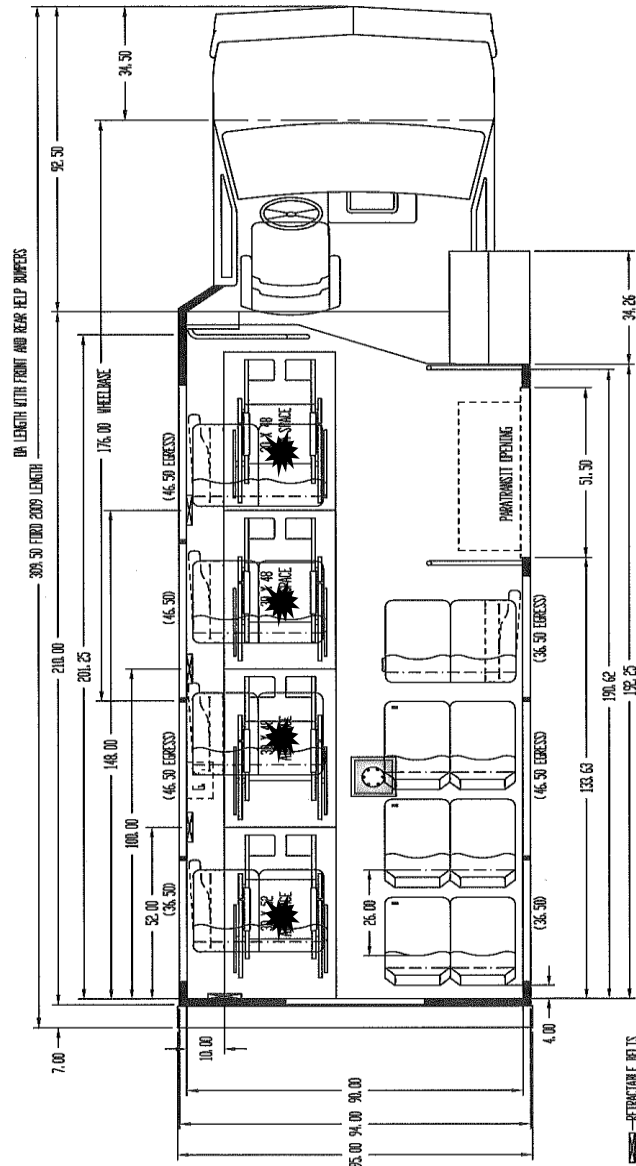
**NOTE: Drawing Not To Scale**

## 25 FT. LIGHT TRANSIT VEHICLE

### DIAGRAM C-4

**25' LTV – 4 Wheelchair/Mobility Aid Device Stations with  
6 Permanent Seats and 5 Double Foldaway Bench\* Seats**

#### LIFT LOCATION NEAR FRONT DOOR

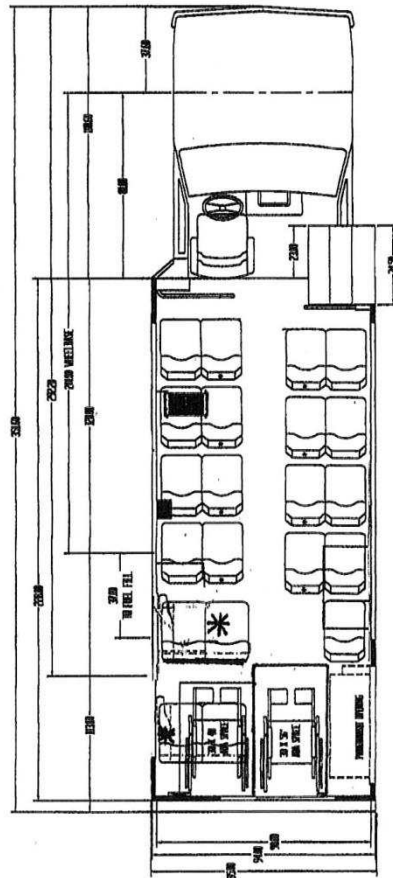


**NOTE: Drawing Not To Scale**

## 28 FT. LIGHT TRANSIT VEHICLE

### DIAGRAM D-2

28' LTV – 2 Wheelchair/Mobility Aid Device Stations with  
17 Permanent Seats and 2 Double Foldaway Bench\* Seats

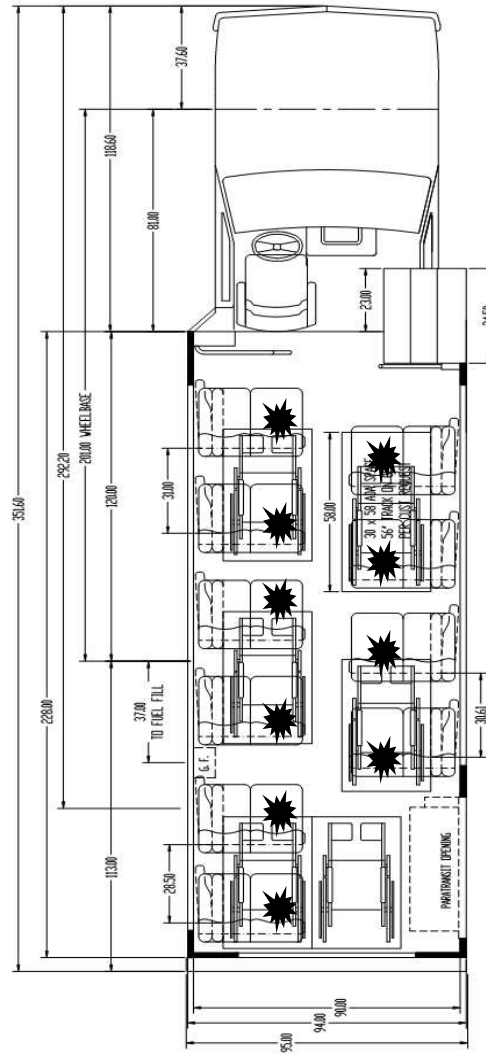


**NOTE: Drawing Not To Scale**

## 28 FT. LIGHT TRANSIT VEHICLE

### DIAGRAM D-3

**28' LTV – 6 Wheelchair/Mobility Aid Device Stations with  
10 Double Foldaway Bench Seats \***



**NOTE: Drawing Not To Scale**