



All Points Transit

Come Ride With Us. We Know the Way!

All Points Transit

Invitation for Bid # 2017-Cutaway-1

One (1) Low Floor Light Duty ADA Accessible Cutaway Bus

December 6, 2017

All Points Transit
431 S. 2nd Street
Montrose, Colorado 81401
Sarah Curtis, Executive Director
Phone: 970-249-8865
Email: scurtis@allpointstransit.org

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Table of Contents

1.	Bid Submission and Award Information	7
1.1	Introduction	7
1.2	Schedule	7
1.3	Deadline for Submission	7
1.4	Obtaining Bid Documents	8
1.5	Bid Format Requirements	8
1.6	Inquiries and Addenda	9
1.7	Receipt of Addenda	10
1.8	Multiple Bids	10
1.9	Withdrawal of Bid	10
1.10	Validity of Bids	10
1.11	Bid Review Procedures	10
1.12	Clarification	10
1.13	Receipt of Single Bid	10
1.14	Bid Acceptance	11
1.15	Purchase Order	11
1.16	Inspection of Bids and Debrief of Bidders	11
1.17	Protest Procedures	11
1.17.1	Pre-Award Protests	11
1.17.2	Post-Award Protests	11
1.18	Pricing	12
1.19	Tax Exemption	12
1.20	Limitations	12
1.21	Confidentiality	12
1.22	Federal Requirements/Certifications to be Submitted	12
1.22.1	Vehicle Accessibility	12
1.22.2	Federal Motor Vehicle Safety Standards	13
1.22.3	FTA Transit Vehicle Requirements	13
1.22.4	Buy America	13
1.22.5	Debarment and Suspension	13
1.22.6	Federal Lobbying Activities	13
1.22.7	Bus Testing	13
2	Federal, State, and Local Contract Conditions	14
2.1	Contract Type and Duration	14
2.2	Acceptance of Material - No Release	14
2.3	Delivery, Delays, and Acceptance	14
2.3.1	Pre-Delivery Tests	14
2.3.2	Post-Delivery Tests	14
2.3.3	Delivery Procedure	14
2.3.4	Delivery Schedule	15
2.3.5	Assumption of Risk and Loss	15
2.3.6	Title	15
2.3.7	Manuals and Vehicle Information	15
2.3.8	Delivery Delays	16
2.3.9	Notification of Delays	16
2.3.10	Request for Extension	16
2.3.11	Liquidated Damages	16
2.3.12	Final Acceptance	16

2.3.13	Non-Acceptance and Repairs.....	17
2.4	Payment.....	18
2.4.1	Payment Schedule and Invoicing.....	18
2.5	Warranty and Recalls.....	18
2.6	Service and Parts.....	18
2.6.1	Spare Parts.....	18
2.7	Disputes.....	18
2.7.1	Contractor Claims against APT.....	18
2.7.2	Notice of Manager’s Decision.....	19
2.7.3	Contractor’s Right to Appeal.....	19
2.7.4	Failure to Render Timely Decision.....	19
2.8	Termination.....	19
2.8.1	Termination for Default.....	19
2.8.2	Termination for Convenience.....	19
2.8.3	Contractor Action.....	20
2.9	Contractor Responsibility.....	20
2.10	Insurance.....	20
2.11	Maintenance of Records.....	21
2.12	Privacy.....	21
2.13	Access, Audit and Inspection of Records.....	21
2.14	Prohibited Interest - Contractor.....	21
2.15	Prohibited Interest - APT.....	22
2.16	Interest of Members or of Delegates to Congress.....	22
2.17	Governing Law.....	22
2.18	Notice of Change in Federal Requirements.....	22
2.19	Buy America and Pre-Award/Post Delivery Audit Requirements.....	22
2.20	Pre-Award and Post Delivery Audit Requirements.....	23
2.21	Bus Testing.....	23
2.22	Prohibition Against the Use of Federal Funds for Lobbying.....	23
2.23	Government Wide Debarment and Suspension.....	24
2.24	Accessibility of Vehicle.....	24
2.25	Indemnification.....	24
2.25.1	Acts and Omissions.....	24
2.25.2	Personal Injury/Property Loss.....	24
2.26	Cargo Preference.....	25
2.27	Contract Work Hours and Safety Standards Act.....	25
2.27.1	Overtime Requirements.....	25
2.27.2	Violation; Liability for Unpaid Wages; Liquidated Damages.....	25
2.27.3	Withholding for Unpaid Wages and Liquidated Damages.....	25
2.27.4	Subcontracts.....	26
2.28	Prompt Payment.....	26
2.29	Disadvantaged Business Enterprises.....	26
2.30	Civil Rights – Non-Discrimination; DBE; EEO.....	26
2.31	Incorporation of FTA Terms.....	29
2.32	No Obligation By The Federal Government.....	30
2.33	Program Fraud and False or Fraudulent Statements and Related Actions.....	30
2.34	Energy Conservation.....	30
2.35	Clean Air.....	30
2.36	Clean Water.....	31
2.37	Fly America.....	31

3	TECHNICAL SPECIFICATIONS.....	32
3.1	GENERAL SPECIFICATIONS.....	32
3.1.1	SCOPE AND PURPOSE.....	32
3.1.2	DESCRIPTION.....	32
3.1.3	OVERALL REQUIREMENTS AND DIMENSIONS.....	33
3.2	BODY SPECIFICATIONS.....	34
3.2.1	GENERAL.....	34
3.2.2	BODY REQUIREMENTS.....	34
3.3	ENGINE/TRANSMISSION REQUIREMENTS.....	36
3.3.1	GAS ENGINE.....	36
3.3.2	TRANSMISSION.....	37
3.3.3	POWER STEERING.....	37
3.3.4	FUEL TANK.....	37
3.3.5	ELECTRICAL.....	37
3.3.6	EXHAUST.....	37
3.4	SUSPENSION SYSTEM.....	38
3.5	CHASSIS.....	38
3.6	TIRES AND WHEELS.....	38
3.6.1	TIRES.....	38
3.6.2	WHEELS.....	38
3.7	BRAKES.....	39
3.8	ELECTRICAL SYSTEM.....	39
3.8.1	GENERAL.....	39
3.8.2	BATTERY.....	40
3.8.3	WIRING.....	40
3.9	INTERIOR CLIMATE CONTROL.....	41
3.9.1	HEATING/AIR CONDITIONING/DEFROSTING.....	42
3.10	INTERIOR PANELS.....	42
3.11	SIGNAGE AND DECALS.....	43
3.12	SEATING.....	43
3.12.1	GENERAL.....	43
3.12.2	PASSENGER SEATING.....	43
3.12.3	DRIVER'S SEATING.....	44
3.13	FLOOR AND FLOOR COVERING.....	45
3.13.1	FLOOR.....	45
3.13.2	FLOOR COVERING.....	45
3.14	DOORS.....	45
3.14.1	GENERAL.....	45
3.14.2	PASSENGER ENTRANCE DOOR.....	46
3.15	SERVICE COMPARTMENTS AND ACCESS DOORS.....	46
3.16	WINDSHIELD AND WINDOWS.....	46
3.16.1	REAR EMERGENCY WINDOW.....	47
3.17	LIGHTING.....	47
3.17.1	EXTERIOR LIGHTING.....	47
3.17.2	INTERIOR LIGHTING.....	48
3.18	FINISH AND COLOR.....	48
3.18.1	EXTERIOR PAINT AND GRAPHICS.....	48
3.19	STANCHIONS AND GRAB RAILS.....	49
3.20	MIRRORS.....	49
3.21	WHEELCHAIR / MOBILITY AID ACCESS.....	50
3.21.1	Ramp.....	50

3.22	WHEELCHAIR/MOBILITY AID SECUREMENT SYSTEM.....	50
3.23	VEHICLE SAFETY REQUIREMENTS	51
3.24	DESTINATION SIGN	53
3.25	BIKE RACK	53
3.26	FAREBOX.....	53
3.27	WARRANTY	54
4	Bid Attachments	55
4.1	Attachment 1 – Receipt of Addenda	55
4.2	Attachment 2 – Delivery Schedule	56
4.3	Attachment 3 - Contractor Service and Parts Support Data.....	57
4.4	Attachment 4 – ADA Certification	58
4.5	Attachment 5 – Federal Motor Vehicle Safety Standards (FMVSS) Certification.....	59
4.6	Attachment 6 - Transit Vehicle Manufacturers (TVM) Certification	60
4.7	Attachment 7 – Buy America Certification	61
4.8	Attachment 8 – Government-Wide Debarment and Suspension (Nonprocurement).....	62
4.9	Attachment 9 – Certification of Restrictions on Lobbying	64
4.10	Attachment 10 – Certification of Bus Testing Program	65
4.11	Attachment 11 – Illegal Alien Addendum	66
4.12	Attachment 12 – Price Sheet.....	68
4.13	Attachment 13 – Description of Type of Entity and Signature Pages	69

1. Bid Submission and Award Information

1.1 Introduction

All Points Transit (APT) is soliciting bids for the manufacture and delivery of one low floor ADA accessible cutaway bus in accordance with the terms and conditions set forth in IFB # 2017-Cutaway-1.

APT is requesting the following type of bus: One (1) light duty, 20 ambulatory passenger, ADA accessible low floor body on chassis (cutaway) bus.

Award of a purchase order will be made to the manufacturer and/or dealer whose Bid is most advantageous to APT. APT reserves the right to reject any or all bids or any parts thereof, when necessary for the protection of the interest of APT.

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a contractor to this contract. APT will be searching the System for Award Management (www.sam.gov) to verify manufacturers and dealers are not debarred or suspended.

This equipment will be purchased with financial assistance from the Colorado Department of Transportation (CDOT) through a Federal Transit Administration (FTA) grant and any contract awarded will be subject to a financial assistance contract between APT and CDOT.

1.2 Schedule

EVENT	DATE
IFB Issued and Advertised	Wednesday, December 6, 2017
Bidder Inquiry – A/E Deadline	5:00 PM MST, Friday, December 15, 2017
APT Response / Addenda Posted Deadline	5:00 PM MST, Friday, December 22, 2017
Bid Submission Deadline and Bid Opening	4:00 PM MST, Thursday, January 18, 2018
Notification of Recommended Award	Approximately February 16, 2018

1.3 Deadline for Submission

APT will receive Bids until **4:00 pm MST on January 18, 2018**. Any bid delivered prior to the established hour of bid opening will be kept securely sealed. Any bid delivered after the date and time specified will not be considered and will be returned to the bidder unopened.

One (1) original hard copy of the bid along with one (1) electronic copy of the Bid (**single native PDF files only, to match hard copy submission**) must be mailed or hand delivered to:

Sarah Curtis, Executive Director
All Points Transit
431 S. 2nd Street
Montrose, Colorado 81401

Bids will be publicly opened at the APT office at 431 S. 2nd Street Montrose, Colorado 81401 at 4:00 pm MST on January 18, 2018.

1.4 Obtaining Bid Documents

Bid documents are available online at <http://www.allpointstransit.com/> or by email at scurtis@allpointstransit.org.

1.5 Bid Format Requirements

Bidders shall provide one (1) original hard copy along with one (1) electronic copy of the bid (**single native PDF files only, to match hard copy submission**) on a flash drive as the complete bid package. In case of any discrepancies, the hard copy will be considered by APT in evaluating the bid, and the electronic version will need to be updated by the Bidder. The bid package shall clearly indicate the IFB title and the bidder's name. Incomplete bid packages may cause the bid to be considered non-responsive. The following information and attachments are to be provided, completed, signed and/or included in the bid package to be responsive:

1. All technical information to support bid, to include brochures for all equipment, floorplans, and warranty information.
2. Adherence to Technical Specifications (Bidder to note any deviations in each section of the specification and submit these notations with the bid.)
3. Receipt of Addenda - *Dealer Completes*
4. Delivery Schedule – *Dealer Completes*
5. Contractor Service and Parts Support Data – *Dealer Completes*
6. ADA Certification – *Manufacturer Completes*
7. FMVSS Certification Requirements – *Manufacturer Completes*
 - a. Include: Support letter from manufacturer verifying compliance with applicable FMVSS standards
8. Transit Vehicle Manufacturer (TVM) Certification / Support Documentation – *Manufacturer or Dealer Completes*
 - a. Include: FTA goal concurrence letter for current Federal Fiscal Year
9. Buy America Certification – *Manufacturer Completes*
 - a. Include: Pre-award domestic content breakdown for vehicle proposed (chassis/subcomponent)
 - b. Include: Pre-award final assembly activities in U.S.
10. Certification of Debarment and Suspension – *Submit (1) Certification for Dealer, Submit (1) Certification for Manufacturer*
11. Certification of Restrictions on Lobbying - *Submit (1) Certification for Dealer, Submit (1) Certification for Manufacturer*
12. Certification of Bus Testing Program - *Manufacturer Completes*
 - a. Include with certification: Full Altoona Test Report for vehicle proposed
13. Illegal Alien Addendum - *Dealer Completes*
14. Price Sheet - *Dealer Completes*
15. Signature Page - *Dealer Completes*
16. Certificate for insurance, indicating the bidder's ability to obtain insurance in accordance with the solicitation requirements.
17. A list of the last three (3) customer purchases for vehicle proposed to include customer contact information: contact name, agency name, agency address, contact phone number, and contact email address.

All bids must state the full and correct name, address, and capacity of the bidder. If the bidder is an individual doing business under another name, the Bid shall so state. Partnerships, Joint Ventures, and Corporations shall sign as is appropriate for their type of business. The persons signing the bid must initial any erasures, corrections, or other changes appearing on the bid forms.

The Bidder is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Bidder is advised that APT is subject to certain State and/or local Public Records Act provisions regarding the release of information concerning this IFB. If a request is received by APT for the release of Bidder's propriety/confidential information, the request will be referred to the Bidder for review and consideration. If the Bidder chooses to declare the information proprietary/confidential and withhold it from release, it shall defend and hold harmless APT from any legal action arising from such a declaration.

1.6 Inquiries and Addenda

Should a bidder have questions, please contact *in writing (email preferred)*:

Ann Beauvais
Project Manager
RAE Consultants, Inc.
2212 West Platte Avenue
Colorado Springs, CO 80904

Phone: (719) 447-7623
Email: ann@raeconsultants.com

Unless otherwise instructed by the Project Manager, bidders and their representatives shall not make any contact with, or communicate with, any employee of APT regarding any aspect of this solicitation or offers.

Requests for approved equals, clarification of specifications or solicitation documents, and protests regarding specifications or solicitation requirements shall be addressed to the Project Manager, in writing via email only. Requests for clarifications or approved equals will be received up until **5:00 PM MST, December 15, 2017**.

Responses to inquiries and/or any changes in the specifications or Invitation for Bid documents will be accomplished by written addendum and will be sent to all known bidders and posted on the All Points Transit website. All such addenda shall become a part of the solicitation documents and subsequent contract. Responses to any inquiries will be posted by **5:00 pm MST, December 22, 2017**.

When an approved equal is requested or a protest of the specification is submitted, APT may request the bidder to demonstrate the quality of its product, and shall furnish sufficient technical data, test results, etc., to enable APT to determine whether the product is or is not equal to that specified. If APT determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the Bids may be postponed by the number of days that APT determines will allow Bidders sufficient time to revise their bids. Any new due date shall be included in the addenda.

1.7 Receipt of Addenda

Bidders shall acknowledge the receipt of all addenda. A completed Receipt of Addenda form shall be submitted with the bid package. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive, and therefore rejected.

1.8 Multiple Bids

Bidders are permitted to submit more than one bid, providing bids are for different makes and models.

1.9 Withdrawal of Bid

Bids may be withdrawn by written request received by APT prior to the closing date for receipt of bids.

No bid may be withdrawn for a period of thirty (30) days after the closing date for receipt of bids.

1.10 Validity of Bids

Bids and subsequent offers shall be valid for a period of 90 days.

1.11 Bid Review Procedures

APT management and hired consultant services will evaluate the bids and APT may issue a purchase order immediately upon award to the winning bidder as a result.

Bids will be analyzed for conformance with the instructions and requirements of the IFB. Bids that do not comply with these instructions and do not include the required information may be rejected as insufficient.

APT will choose the lowest cost responsive and responsible bid. Responsiveness is determined by meeting the base requirements of the IFB. Responsibility includes review of the insurance certification and references to ensure APT is awarding to a responsible contractor who can supply the equipment in accordance with local, state and federal conditions as stated in the IFB documents.

1.12 Clarification

APT reserves the right to require additional information and clarification with regard to any bid submitted.

1.13 Receipt of Single Bid

In the event a single bid is received or in the event of an unbalanced bid, APT may determine the reasonableness of the bid price through appropriate means, including, but not limited to, price or cost analysis. The sole bidder must, if price/cost analysis is conducted, cooperate with APT as necessary in order for its Bid to be considered, but shall have the option, in lieu of doing so, to withdraw its Bid.

1.14 Bid Acceptance

Each bid is to be submitted with the understanding that APT reserves the right to accept the bid. Acceptance in writing of the offer to furnish the equipment shall bind the bidder on its part to furnish and deliver at the price given, and in accordance with the terms and conditions of the accepted bid and these instructions.

1.15 Purchase Order

Purchase orders against the award, which incorporates the IFB terms and conditions, will likely be issued within sixty (60) days of the scheduled deadline for receipt of bids. The award will be made to the most responsive and responsible bidder meeting the specifications and requirements for deliverables of this procurement with the lowest price product..

1.16 Inspection of Bids and Debrief of Bidders

Bidders may inspect competitor's bids after the award is made. Inspections will be available during normal working hours and review will be scheduled through the APT Executive Director.

1.17 Protest Procedures

1.17.1 Pre-Award Protests

Protests concerning the solicitation documents must be submitted in writing to the APT Project Manager, Ann Beauvais, to the address noted in Section 1.6 at least ten (10) business days prior to the scheduled receipt of bids. The protest must:

- a) Cite the IFB name and number;
- b) Cite the specific section(s) of this document that is being protested;
- c) Include the date and a description of the violation; and,
- d) Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for APT.

A written decision specifying the grounds for sustaining all, part of, or denying the protest will be transmitted to the protestor prior to the due date for bids in a manner that provides verification of receipt. If the protest is sustained, the bid due date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of APT, the solicitation may be canceled. If the protest is denied, Bids will be received and opened on the scheduled date.

1.17.2 Post-Award Protests

All bidders will be notified of the recommended award. Protests concerning the award of this bid must be submitted in writing to the APT Project Manager, Ann Beauvais, to the address noted in section 1.6 within five (5) business days after notification of the award is received. APT will have five (5) business days after receipt of the formal protest package to evaluate and issue a response. The protest must:

- a) Cite the IFB name and number;
- b) Cite the specific reason (in detail) for the protest;

- c) Include facts supporting the protest to include any dates or descriptions of the violation; and,
- d) Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for APT.

Prior to the issuing of the Notice of Award and Contract, a written decision stating the grounds for allowing or denying the protest will be transmitted to the Protestor and the Bidder recommended for award in a manner that provides verification of receipt.

1.18 Pricing

The bid price shall include all items of labor, materials, and equipment necessary to fully complete the manufacture, delivery, training, and support services for this procurement.

It is the intention of this specification to provide complete equipment of the type prescribed, ready for operation by APT. Any items omitted from the specifications which are clearly necessary for the operation of such equipment shall be considered a portion of such equipment, although not directly specified or called for in this specification. All parts shall be new and in good working order. In no case will used, reconditioned or obsolete parts be accepted.

1.19 Tax Exemption

APT is exempt from payment of federal, state, and local taxes, and such taxes must not be included in the bid price. APT will furnish the successful bidder the necessary tax exemption certificates upon request.

1.20 Limitations

This IFB does not commit APT to award of a purchase order, to pay any costs incurred in the preparation of a bid, or to procure or contract for services. APT reserves the right to accept or reject any or all bids received as a result of this request or to cancel in part or in its entirety this IFB if it is in the best interest of APT.

1.21 Confidentiality

The bidder agrees that any and all information, in oral or written form, whether obtained from APT, its agents or assigns, or other sources, or generated by bidder pursuant to this contract, shall not be used for any purpose other than fulfilling the requirements of this contract. Bidder further agrees to keep in absolute confidence all data relative to the business of APT, their agents or assigns.

No news releases pertaining to this IFB or the services to which it relates may be made without the written consent of APT.

1.22 Federal Requirements/Certifications to be Submitted

1.22.1 Vehicle Accessibility

Bidders shall certify that the vehicle bid meets the vehicle accessibility requirements of the Americans with Disabilities Act (ADA). The completed certification of compliance with 49 CFR

Part 38 (ADA Accessibility Specifications for Transportation Vehicles) shall be submitted with the bid package.

1.22.2 Federal Motor Vehicle Safety Standards

Bidders shall certify that the vehicle bid meets all U.S. Federal Motor Vehicle Safety Standards (FMVSS). The completed certification of compliance shall be submitted with the bid package along with support documentation from the manufacturer identifying the applicable FMVSS standards.

1.22.3 FTA Transit Vehicle Requirements

Bidders shall meet all USDOT FTA requirements for transit vehicle manufacturers (TVM). The completed certification of compliance with 49 CFR Part 23 (Participation by Minority Business Enterprise in DOT Programs) shall be submitted with the bid package along with all support documentation to include DBE current FFY goal concurrence from FTA and the manufacturer's DBE program.

1.22.4 Buy America

Bidders shall certify the vehicle(s) offered meets applicable and current Buy America requirements. The completed certification of compliance with 49 CFR Part 661 (Buy America Requirements – Surface Transportation Assistance Act of 1982, as amended) shall be submitted with the bid package, along with support documentation identifying pre-award domestic content of the vehicle proposed as well as support documentation of final assembly activities in the United States.

1.22.5 Debarment and Suspension

Bidders shall certify that they are eligible to participate in covered transactions and are not presently debarred or suspended from qualifying for or participating in Federally funded contracts.

1.22.6 Federal Lobbying Activities

Bidders shall certify that it has not used federal appropriated funds to influence an office or employee of any agency or member of Congress in connection with the award of this contract unless such lobbying activities have been properly reported. The completed certification of compliance with 49 CFR Part 20 (New Restrictions on Lobbying) shall be submitted with the bid package.

1.22.7 Bus Testing

Bidders shall certify that the model of the bus bid has been tested, and received a passing test rating, in compliance with FTA Bus Testing requirements. The completed certification of compliance with 49 CFR Part 665 (Bus Testing) shall be submitted with the bid package along with the full Altoona test report.

2 Federal, State, and Local Contract Conditions

2.1 Contract Type and Duration

This procurement will result in a purchase order that incorporates all IFB terms, conditions, and awarded bid response, to the lowest most responsive and responsible bidder. This solicitation is for 2017 and newer model years.

2.2 Acceptance of Material - No Release

Unless APT otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this contract. APT reserves the right, and shall be at liberty to inspect all material and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the instructions, contract requirements, and specifications. APT is under no duty to complete inspections of the manufacturer's work. No inspection by APT shall relieve the Contractor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements, and specifications.

2.3 Delivery, Delays, and Acceptance

2.3.1 Pre-Delivery Tests

Pre-delivery tests and inspections shall be performed at or near the Contractor's plant in accordance with procedures outlined in the instructions, contract requirements, and specifications and may be witnessed by a representative of APT.

2.3.2 Post-Delivery Tests

APT will conduct acceptance tests on the delivered vehicle. These tests shall be completed within ten (10) business days after vehicle delivery and shall be conducted in accordance with a Vehicle Inspection Sheet provided by the State (CDOT) that is derived from the Technical Specifications section of this procurement. The Contractor will be notified by the 10th day if the vehicle has been accepted or needs additional work. The purpose of these tests are to identify defects that have become apparent between the time of vehicle release and delivery to the purchaser. The post-delivery tests shall include visual inspection and road operation. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. APT shall record details of all defects on the appropriate test forms and notify Contractor of acceptance, conditional acceptance, or non-acceptance of the vehicle. The defects detected during these tests shall be repaired according to the procedures defined in Section 2.3.13.

2.3.3 Delivery Procedure

Delivery shall be coordinated through the APT Executive Director. The point of delivery shall be:

All Points Transit
431 S. 2nd Street
Montrose, Colorado 81401

Delivery of the vehicle shall be FOB Montrose.

2.3.4 Delivery Schedule

Date and time of delivery shall be coordinated through the APT Executive Director.

2.3.5 Assumption of Risk and Loss

The vehicle shall be delivered to APT in first class condition. Contractor shall assume all responsibility and liability to said delivery, including any damages sustained during the delivery operation.

2.3.6 Title

Adequate documents securing each vehicle shall be provided to APT **within ten (10) business days** after the vehicle is delivered. Following acceptance of the vehicle, the Contractor warrants that the title shall pass to APT free and clear of all liens, mortgages, encumbrances, financing arrangement, security agreements, claims, and demands of any character.

Required title documents include:

1. Colorado Application for Title Form
2. Colorado Verification of VIN Form (as applicable)
3. Manufacturer Statement of Origin (MSO)
4. Bill of Sale
5. Certified Odometer Statement (may be on the MSO)
6. Certified DOT Inspection Verification (proof of completion; DOT sticker)
7. 60 Day Temporary Tags

Title documentation should include the following as the purchaser name and address on items 1-4:

Montrose County Senior Citizens Transportation, Inc.
PO Box 1416
Montrose CO, 81402

On items 1 and 3, the Colorado Department of Transportation should be listed as the lienholder:

Colorado Department of Transportation – DTR
4201 East Arkansas Avenue, Shumate Building
Denver, CO 80222

2.3.7 Manuals and Vehicle Information

The following manuals/information shall be provided on or before vehicle delivery to APT:

1. Vehicle Operations Manual
2. Vehicle Maintenance Manual (Include Wiring Diagrams)
3. As Built Parts Manual
4. Weight document/slip certifying the vehicle net curb weight (completed in CO)
5. Alignment Verification (completed in CO)
6. All Warranty Papers (forms and procedures)

2.3.8 Delivery Delays

APT reserves the right to extend delivery, in case the completion and delivery under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion and delivery shall be extended by a number of days to be determined in each instance by the APT Executive Director.

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with, or during, the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial, and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

2.3.9 Notification of Delays

The Contractor shall notify the APT Executive Director as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

2.3.10 Request for Extension

The Contractor agrees to supply, as soon as such data is available, any reasonable proof required by the APT Executive Director to make a decision on any request for extension. The APT Executive Director shall examine the request, and any documents supplied by the Contractor, and shall determine if the Contractor is entitled to an extension, and the duration of such extension. The APT Executive Director shall notify the Contractor of its decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any clause under this provision.

2.3.11 Liquidated Damages

In the event of delay beyond the delivery dates specified in the contract, or as extended by the APT Executive Director, APT may assess as liquidated damages \$100 per vehicle per calendar day, no limit. These damages will be deducted from any monies due to the Contractor under this contract.

2.3.12 Final Acceptance

Within **ten business days** after delivery, the vehicle shall undergo tests defined in Section 2.3.2. If the vehicle passes these tests, or if APT does not notify the Contractor of non-acceptance within **ten business days** after delivery, acceptance of the vehicle by APT occurs on the **eleventh business day** after delivery. Acceptance may occur earlier if APT notifies the Contractor of early acceptance or places the vehicle in revenue service. If the vehicle fails tests defined in Section 2.3.2, it shall not be accepted until the repair procedures defined in "Repairs after Non-Acceptance" have been carried out and the vehicle passes further inspections.

2.3.13 Non-Acceptance and Repairs

In the event that the delivered vehicle(s) is deemed non-acceptable by APT, the Executive Director will provide written documentation to the Contractor. The Contractor shall be responsible to correct any deficiencies.

- 2.3.13.1 **Repairs After Non-Acceptance:** The Contractor or its designated representative shall perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within **ten business days**, then the work may be done by qualified personnel selected by APT with reimbursement by the Contractor.
- 2.3.13.2 **Repairs by Contractor:** After non-acceptance of the vehicle, the Contractor must begin work within **five business days** after receiving notification from APT of failure of acceptance tests. APT shall make the vehicle available to complete repairs timely with the Contractor repair schedule.
- 2.3.13.3 The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At APT's option, the Contractor may be required to remove the vehicle from APT's property while repairs are being affected. If the vehicle is removed from APT's property, the Contractor representative must diligently pursue repair procedures, and the Contractor shall assume risk of loss while the vehicle is under its control.
- 2.3.13.4 **Repairs by APT Selected Qualified Personnel:** If APT has the repairs performed after non-acceptance of the vehicle, the personnel chosen shall correct or repair the defect and any related defects using Contractor specified parts supplied by the Contractor specifically for this repair.
- 2.3.13.5 **Contractor Supplied Parts:** If the Contractor supplies parts for repairs being performed by APT selected qualified personnel after non-acceptance of the vehicle, these parts shall be shipped prepaid to APT selected qualified personnel from any source selected by the Contractor within **five business days** after receipt of the request for said parts.
- 2.3.13.6 **Return of Defective Components:** The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The Contractor shall pay the total costs for this action.
- 2.3.13.7 **Reimbursement for Labor:** APT selected qualified personnel shall be reimbursed by the Contractor for labor.
- 2.3.13.8 **Reimbursement for Parts:** The Contractor shall reimburse APT selected qualified personnel for defective parts that must be replaced to correct the defect.

2.4 Payment

2.4.1 Payment Schedule and Invoicing

APT shall make payments in full within sixty (60) days after acceptance of the vehicle.

The Contractor invoice for the vehicle shall be submitted to APT at the following address prior to or on the date of delivery:

Sarah Curtis, Executive Director
All Points Transit
431 S. 2nd Street
Montrose, Colorado 81401

Invoices shall contain the following information:

- Year, Make, Model of Vehicle Invoiced
- VIN of Vehicle Invoiced
- Vehicle Description to include: engine type, number of ambulatory seats total, number of wheelchair locations, fuel type and GVWR
- Unit and Total Prices by Line Item

2.5 Warranty and Recalls

The Contractor agrees that the vehicle furnished under this contract shall be covered by the most favorable warranties the Contractor gives to any customer for such equipment, and that the rights and remedies provided herein are in addition to and do not limit any right afforded to APT by any other clause of this contract.

The Contractor must immediately notify APT Executive Director of any recalls pertaining to vehicles under contract.

2.6 Service and Parts

2.6.1 Spare Parts

The Contractor shall guarantee the availability of replacement parts for at least a 5-year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this contract.

2.7 Disputes

2.7.1 Contractor Claims against APT

All claims by a Contractor against APT relating to a contract, shall be submitted in writing to the APT Executive Director for a decision. The Contractor may request a conference with the APT Executive Director on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

2.7.2 Notice of Manager's Decision

After consultation with legal counsel, the APT Executive Director shall promptly issue a decision in writing, which shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reasons for the decision reached, and shall inform the Contractor of its appeal rights under 2.7.3 of this section.

2.7.3 Contractor's Right to Appeal

The APT Executive Director's decision shall be final and conclusive unless, within thirty calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the APT Board of Directors or commences an action in a court of competent jurisdiction.

2.7.4 Failure to Render Timely Decision

If the APT Executive Director does not issue a written decision regarding any contract controversy within thirty days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

The "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

2.8 Termination

2.8.1 Termination for Default

The APT Executive Director, by written notice, may terminate this purchase, in whole or in part, for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including incremental costs of purchasing similar supplies or services, unless:

- It is determined for any reason that the Contractor was not at fault.
- Failure to perform was not due to its own or its subcontractor's control, fault or negligence.

If production schedules are not met by the Contractor, APT may terminate the purchase for breach.

2.8.2 Termination for Convenience

The APT Executive Director, by written notice, may also terminate this contract, in whole or in part, if it is determined to be in the best interest of APT. If this contract is so terminated, the Contractor shall be compensated in accordance with its auditable cost to point of notification of termination and any costs incurred, pursuant to compliance with paragraph 2.7.3.

2.8.3 Contractor Action

After receipt of a notice of termination, and except as otherwise directed by the APT Executive Director the Contractor shall:

- Stop work on the date and to the extent specified in the notice of termination;
- Place no further orders or subcontracts for materials, services, or facilities;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- Assign to APT, in the manner, at the times, and to the extent directed by the APT Executive Director, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated, in which APT shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- Settle all outstanding liabilities and all claims arising out of such termination, with the approval or ratification of the APT Executive Director, to the extent s/he may require, which approval or ratification shall be final for all purposes of the clause;
- Transfer title to APT and deliver, in the manner, at the times, and to the extent, if any, fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated.

2.9 Contractor Responsibility

No advantage shall be taken by the Contractor, or its subcontractors, of the omission of any part or detail required to make the equipment complete and operable for use by APT. In case of any variance, this specification shall take precedence over the Contractor's or subcontractor's own specifications.

The Contractor shall assume responsibility for all materials and services used, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify APT in writing of the replacement and provide name, address, telephone number, and the type of service to be provided.

2.10 Insurance

Contractor agrees to provide and maintain at Contractor's sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

1. Workers' Compensation insurance as required by law.
2. Auto coverage with limits of liability not less than \$1,000,000 each accident, combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.

3. Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits.

Contractor shall deliver to APT evidence of the above at the time of bid submission. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to APT.

2.11 Maintenance of Records

The Contractor shall at all times maintain reasonable records relating to the performance of this contract. Such records shall be in conformity with the generally accepted accounting principles and subject to Title 41 of the Code of Federal regulations. Records shall be available to APT representatives upon request.

2.12 Privacy

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

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.13 Access, Audit and Inspection of Records

In accordance with 49 CFR 18.36(i), the Contractor shall provide authorized representatives of APT, the FTA, and the Comptroller General of the United States or their authorized representatives, access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

2.14 Prohibited Interest - Contractor

The Contractor guarantees that it presently has no interests and shall not acquire any interests, directly or indirectly, which would conflict in any manner or degree with the performance of services under this

contract. The Contractor further guarantees that in the performance of this contract, it shall not employ any person with such interests.

2.15 Prohibited Interest - APT

No employee, officer, or agent of APT shall participate in selection, in the award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the employee, officer, or agent, any member of his immediate family, or his or her partner, has a financial or other interest in the firm selected for award. APT's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub-agreements.

2.16 Interest of Members or of Delegates to Congress

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising thereof. This shall not be construed to prevent any such person owning stock in a publicly-held corporation.

2.17 Governing Law

The contract shall be interpreted under and governed by the laws of the State of Colorado.

2.18 Notice of Change in Federal Requirements

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

2.19 Buy America and Pre-Award/Post Delivery Audit Requirements

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by the FAST Act, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by the FAST Act. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for all vehicle deliveries in FFYs 2018 and 2019. The bidder shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

This documentation will be submitted at the time of solicitation as well as after delivery. Pre-award documents (A&B) define the vehicle as proposed. Post-delivery certifications (A&B) define the vehicle as built.

2.20 Pre-Award and Post Delivery Audit Requirements

Contractor shall comply with 49 USC 5323(i) and FTA's implementing regulation 49 CFR 663 and submit the following certifications.

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

This documentation will be submitted at the time of bid as well as after delivery. Pre-award documents define the vehicle as proposed. Post-delivery certifications define the vehicle as built; with the understanding item B could be the same in both instances.

2.21 Bus Testing

The Contractor agrees to comply with 49 USC A5323(c) and FTA implementing regulations, "Bus Testing", 49 CFR Part 665, to the extent they are consistent with 49 USC 5318(e). 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 APT prior to final acceptance. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to APT prior to final acceptance. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. *A full Altoona test report is being requested to be submitted at the time of solicitation for review.*

2.22 Prohibition Against the Use of Federal Funds for Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.]. Contractors who apply or 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 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 APT.

2.23 Government Wide Debarment and Suspension

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

2.24 Accessibility of Vehicle

The Contractor agrees that any vehicle delivered to APT under this procurement shall comply with the requirements of 49 CFR Part 39, “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.”

2.25 Indemnification

2.25.1 Acts and Omissions

The Contractor shall defend and indemnify APT, its agents, officers, and employees against any and all suits brought against APT by any employee or interested person for damage to property and/or injury to persons alleged or claimed to have been caused by the acts or omissions of the Contractor, including acts or omissions of its employees, servants and agents, arising out of the work performed by the Contractor, excluding liability for damage or injury resulting from sole negligence APT, its agents, officers, or employees.

2.25.2 Personal Injury/Property Loss

The Contractor shall pay, liquidate and discharge any and all claims (including punitive awards) or demands for bodily injury (including death), and/or loss of or damage to any and all property (including loss of use) caused by, growing out of, or incidental to the performance of the work performed by the Contractor, including damage to the building and other property of APT, and all costs and expenses of suits and reasonable attorney’s fees.

2.26 Cargo Preference

In the event that ocean shipment is required for any material or commodities pursuant to this contract, the Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for the United States-flag commercial vessels.

The Contractor further agrees to furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated "ON BOARD" commercial ocean bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington DC 20590 and to APT. Contractor further agrees to insert a similar provision in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

2.27 Contract Work Hours and Safety Standards Act

2.27.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work, to work in excess of forty hours in such work week, 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 hour worked in excess of forty hours in such work week.

2.27.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph 2.32.1 of this section, the Contractor and subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 2.32.1 in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of overtime wages required by the clause set forth in paragraph 2.32.1 of this section.

2.27.3 Withholding for Unpaid Wages and Liquidated Damages

DOT or APT shall, upon its own action, or upon written request of an authorized representation of the Department of Labor, withhold or cause to be withheld, from any monies 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 House 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 Section 2.32.2.

2.27.4 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses 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 within these clauses.

2.28 Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from APT. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of APT. This clause applies to both DBE and non-DBE subcontracts.

2.29 Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

b. The Contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the recipient. In addition, the Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

d. The Contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

2.30 Civil Rights – Non-Discrimination; DBE; EEO

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

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1) Race, 2) Color, 3) Religion, 4) Sex, 5) Disability, 6) Age, or 7) National origin, (b) Take affirmative action that includes, but is not limited to: 1) Recruitment advertising, 2) Recruitment, 3) Employment, 4) Rates of pay, 5) Other forms of compensation, 6) Selection for training, including apprenticeship, 7) Upgrading, 8) Transfers, 9) Demotions, 10) Layoffs, and 11) Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(2) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third

party contracts exceeding \$250,000 in a Federal fiscal year must: 1) Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2) Implement a DBE program approved by FTA, and 3) Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

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

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

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation

Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

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

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

2.31 Incorporation of FTA Terms

"General Contract Provisions," includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the contract provisions. All Contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any APT requests that would cause APT to be in violation of the FTA terms and conditions.

2.32 No Obligation By The Federal Government

APT and the 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 APT, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.33 Program Fraud and False or Fraudulent Statements and Related Actions

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Accordingly, by signing 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor also 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.

Bidders also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C §5307 (n) (1) on the Bidder, to the extent the Federal Government deems appropriate.

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

2.34 Energy Conservation

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

2.35 Clean Air

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

2.36 Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued following the Federal Water Pollution Control Act, as amended 33 U.S.C. §1251 et seq. Contractor shall report each violation to APT and understands and agrees that APT in turn will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

2.37 Fly America

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.

3 TECHNICAL SPECIFICATIONS

3.1 GENERAL SPECIFICATIONS

3.1.1 SCOPE AND PURPOSE

These technical specifications are intended to provide a general description to purchase a light-duty, low floor, ADA accessible ramp equipped, cutaway bus for use by APT.

The bus will be used in the agency's scheduled service and to transport ambulatory, seniors, persons with disabilities, and riders in wheelchairs in the agency's service area.

Vehicles shall be of the "body on chassis" type and will involve construction of a body on a light-duty cut-away van or truck chassis. The vehicle body shall be a body manufactured by a body manufacturer for transit application, not "converted" or "modified" to a transit vehicle from a sports van, passenger van or wagon, delivery vehicle, school bus, recreational vehicle, or similar vehicle. Body construction shall be conventional type, panels on structural metal frames, as described later in this document.

Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. When brand names are used, the term "or approved equal" should follow and is incorporated herein.

The price quoted in any bid submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicles pursuant to these specifications. It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation. The Bidder shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service.

3.1.2 DESCRIPTION

Bus shall be a new, current year production of light duty transit vehicle design and construction.

Bus shall provide for ambulatory front door entry with wheelchair/mobility aid access via a ramp. The design of such shall reflect the highest standards of concern for the welfare and safety of seniors and persons with disabilities.

All units or parts used in the assembly of the final product shall be manufacturer's best quality and shall conform in material, design or workmanship to the best practice known in the transit industry. All parts shall be new and in no case shall used, reconditioned or obsolete parts be accepted. Unless otherwise specified, all items listed as OEM parts or equipment means that those items shall be/were made by or purchased and installed by the chassis manufacturer, not the final stage manufacturer.

The vehicle shall meet all applicable Federal Motor Vehicle Safety Regulations (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture and the Manufacturer shall so certify.

The vehicle shall comply with all federal, state, and local regulations including the Altoona test certification requirements. The vehicle shall also comply with all standards of the Americans with

Disabilities Act (ADA) and its implementing regulations in effect at the date of manufacture.

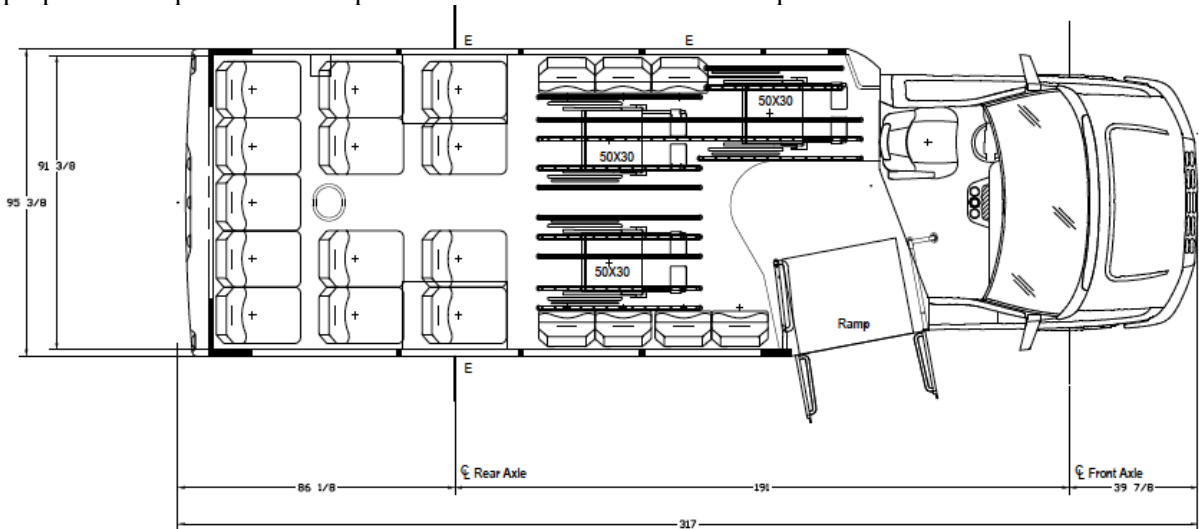
In the event of any conflict between the requirements of this Specification and any applicable legal requirements, then the legal requirements shall prevail.

3.1.3 OVERALL REQUIREMENTS AND DIMENSIONS

Seating Capacity

1. Ambulatory = 20 maximum, excluding driver
2. Wheelchair = 3 wheelchairs maximum

Seating Floorplan: Below is the desired floorplan requested by APT. Bids should include a proposed floorplan based on specifications and manufacturer's requirements.



Exterior Length and Width:

The length and width of the vehicle shall be the minimum necessary to satisfy the specified seating configurations of this specification while meeting all applicable FMVSS requirements and chassis manufacturer requirements for weight distribution.

Exterior Height

Maximum exterior height: 115 inches excluding roof hatch or antennas.

Interior Height

Minimum interior height: 76 inches

GVWR Rating:

The gross vehicle weight rating (GVWR) shall not exceed the weight of a fully loaded vehicle. A fully loaded vehicle equals the weight of the vehicle equipped to meet these specifications, verified by a weight ticket, plus the weight of the passengers (*minimum* 150 pounds for each ambulatory placement, *minimum* 250 pounds for each wheelchair placement), depending on wheelbase.

Wheelbase:

The vehicle wheelbase shall be sufficient to accommodate seating configurations required while

meeting applicable Federal/State safety requirements and chassis manufacturer’s specifications for weight distribution. Vendor to provide as part of submitted floorplan diagram. Provide the shortest wheelbase allowable to meet specifications.

Bidder Meets Section Specifications – 3.1 General Specifications	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.2 BODY SPECIFICATIONS

3.2.1 GENERAL

The body shall be free of cracks, dents, defects, or physical damage.

The bus shall be a low floor type with air suspension both front and rear.

The bus shall have a standard power ramp to facilitate entry by passengers including those in a wheelchair.

The bus shall have a kneeling feature to lower the bus an additional 3 inches when the passenger door is opened.

The bus shall be equipped with a driver’s running board.

3.2.2 BODY REQUIREMENTS

The body shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus.

The vehicle body shall incorporate *primarily* prime commercial quality zinc-coated steel, aluminum-coated steel, stainless steel, galvanized steel, aluminum, or aluminum alloy.

The entire steel structure must be bonded (structural bonding adhesive) and bolted together.

The Exterior skin is to be Fiberglass reinforced plastic (FRP) composite skin laminated to a moisture resistant substrate (less than 1% absorption) attached to the steel cage with urethane adhesive.

Roof super-structure shall be constructed of a 1-piece seamless construction. Roof panel shall lap side panels by minimum of 1 inch. The overlapping panel construction is to preclude water leakage into the vehicle. Panels shall be riveted, bonded or welded to the superstructure. The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water.

Roof gutters shall be installed over the windows and doors. Gutters shall be designed so as not to spill water on driver's exterior mirrors and intermediate drain holes shall not drain water on windows and doors when open or closed.

All exterior seams shall be constructed in such a manner as to shed water and exterior panels shall have lap joints.

In no case shall sealing of panels be dependent on caulking alone. Zinc chromate caulking, butyl rubber tape, or an approved equal shall protect all exterior joints and seams. No water leaks in the body will be acceptable.

Body is required to be water tested upon completion at the manufacturer location to ensure there are no water leaks of exterior seams, roof construction or overall structure. Testing shall be done with water nozzles appropriately placed to test the entire conversion. A certification of the water test result shall be submitted with the delivery of each vehicle.

The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture, with a nonflammable resin type polyolefin undercoating for bus applications. All openings in the floorboards and firewall shall be sealed. Care shall be taken to prevent overspray of electrical cabling, air, brake and fuel hoses.

Fiberglass or similar type insulation shall be installed in the roof, rear wall, front and rear caps, sidewalls, and extended door sections including lift doors, minimum value R6 or above. If additional insulation is necessary to meet the requirement, the insulation shall be glued to the chassis body to prevent sagging.

The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive vapor barrier of fiberglass. Any insulation material used between the inner and outer panels shall be sealed or self-sealing to minimize entry and/or retention of moisture. Insulation properties shall be unimpaired during the service life of the bus. Any insulation material used inside the engine compartment shall not absorb or retain oils or water and shall be designed to prevent casual damage that may occur during maintenance operations.

The bus body shall be thoroughly sealed so that the operator or passengers cannot feel drafts during normal operations with the passenger doors closed.

"Help" energy absorbing type bumpers shall be provided on the rear of the vehicle. The front bumper shall be the OEM Chrome Bumper.

Two rear tow hooks shall be provided, accessible under rear bumper. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

All brackets, bolts, nuts and miscellaneous fasteners for attaching front and rear license plates to the vehicles shall be provided.

Front and rear mud flaps are required.

Bidder Meets Section Specifications – 3.2 Body Specifications	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.3 ENGINE/TRANSMISSION REQUIREMENTS

3.3.1 GAS ENGINE

The engine will be OEM chassis manufacturer's standard or optional engine for the commercial model van that meets or exceeds the requirements of this specification.

Minimum 6.0 liter, V-8 Gas.

Electronic fuel ejection (EFI) fuel management system.

OEM heavy-duty engine cooling package.

Factory engine block heater. Plug mounted to bumper or body for block heater.

Replaceable full-flow type oil filter easily reached without removal of any major component.

Replaceable pleated, paper element type, air cleaner.

Magnetic hex head drain plug on the oil pan.

A fast idle system shall be installed which will automatically increase the engine speed (RPM) to approximately 1500 RPM on gasoline engines. Intermotive Advanced Fast Idle System (AFIS), Gateway module, or approved equal, capable of being actuated by either driver, a voltage sensor, an air conditioner, an air compressor command, or a low coolant temperature command. The fast speed idle shall engage only when the vehicle is in Park and the parking brake applied.

3.3.2 TRANSMISSION

Heavy duty 6 speed automatic transmission.

OEM heavy-duty auxiliary transmission oil cooler.

The vehicle shall be equipped with an audible warning device that is activated when the vehicle transmission is engaged in reverse and continues as the vehicle is being backed up. This should be located behind the rear axle of the vehicle and all wires should be enclosed and secured.

3.3.3 POWER STEERING

Power steering is required.

OEM tilt and energy-absorbing steering column and steering wheel.

OEM factory installed cruise control.

3.3.4 FUEL TANK

Fuel tank shall have the maximum capacity as offered by the manufacturer.

The chassis OEM fuel system shall not be modified. Any fuel tank breached during modification shall be removed and replaced with a new fuel tank. Repair of the breached tank by any means will not be acceptable. Access to the fuel tank from vehicle exterior must consist of a locked, enclosed area via a metal fuel door, exposed fuel tank caps are not acceptable. The fuel tank must contain a **full tank** of fuel upon delivery to the final destination.

3.3.5 ELECTRICAL

The vehicle is to be equipped with an OEM factory installed heavy-duty alternator with an integral voltage regulator and easily accessible for maintenance and repair.

3.3.6 EXHAUST

Exhaust system shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements.

Heavy Duty exhaust hangers shall be standard equipment and shall be bolted or welded to the frame.

All exhaust system modifications shall use the exact type, size and gauge material as the OEM exhaust system. The use of flex pipe for exhaust modification will not be permitted. There should be enough tailpipe hangers to adequately support the entire exhaust system.

The exhaust pipe discharge shall be at the rear street side corner of the vehicle (behind the rear axle). Exhaust pipe should exit at least 12" behind the fuel tank. Location and mounting of exhaust should be such that the exhaust pipe is not damaged during normal vehicle operation in rural fixed route application.

Bidder Meets Section Specifications – 3.3 Engine/Transmission Specifications	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.4 SUSPENSION SYSTEM

All chassis shall be equipped with an air spring suspension system.

Constant ride height control with minimum three electronic height sensors.

3.5 CHASSIS

Rear Axle: Chassis should be equipped with a non-slip axle that performs better in slick road conditions to allow that when one rear wheel is slipping the other wheel(s) will engage.

3.6 TIRES AND WHEELS

3.6.1 TIRES

Vehicles shall be equipped with seven (6 + 1 spare) premium tubeless, steel belted, black sidewall, all season tires, the largest size available from the OEM for GVWR specified.

All tires shall be electronically spin balanced to a minimum speed of 65 MPH.

The inside dual tires mounted on the rear axle shall have air valve extensions.

One appropriate size jack and lug wrench will be provided with the spare tire in the vehicle upon delivery.

Spare tire must be delivered loose. Spare tire should not be mounted to vehicle interior.

Tire pressure monitoring sensor or system must be standard.

3.6.2 WHEELS

Vehicles shall be equipped with the heaviest duty 16 inch (minimum), 1 piece ventilated steel

wheels recommended for the GVWR and tires specified. All wheels shall be interchangeable.

One (1) spare wheel, matching the wheels on the vehicle with an identical spare tire shall be supplied per vehicle.

OEM lug nut indicators if available from OEM shall be installed on all wheels.

3.7 BRAKES

Brakes shall be hydraulic self-adjusting power front and rear discs with an anti-lock ABS system. Electronic stability or traction control required.

The braking system shall be heavy duty and the largest offered by the manufacturer for the GVWR specified.

Brakes shall conform to all Federal and Colorado Motor Vehicle Safety Standards.

Parking brake shall be standard manufacturer's mechanical type, independent of the vehicle's service brake system. It may be a heavy-duty hand or foot-operated parking brake with a warning light on the dashboard.

The brakes shall be free of objectionable noise or squeal when applied.

Bidder Meets Section Specifications – Suspension/Chassis/Tires/Brakes	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.8 ELECTRICAL SYSTEM

3.8.1 GENERAL

The vehicle shall be equipped with a heavy-duty (12 volt) 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, air compressor, wheelchair ramp, 4-way flashers, air conditioning/heater, and other accessories in constant operation.

Electrical components that may require servicing or replacement shall be readily accessible through access panels or covers. Installation of aftermarket electrical components and systems in

the engine compartment shall be eliminated to the greatest extent possible.

All circuits should be fuse protected and schematic diagram indicating color and function shall be included with each vehicle. All electrical accessories except the radio and lights must be wired through the ignition, and must shut off when the engine is off. All wiring must have the capacity to carry the required load.

Attaching any additional wiring to the interior engine cover shall not be allowed.

3.8.2 BATTERY

Vehicle shall have two heavy-duty 12-volt available factory installed batteries, with minimum 770 CCA.

Batteries are to be located curb side in a readily accessible area via a lockable box, keyed locks. This battery box shall include a slide out tray that securely locks in the stowed position. The battery box shall be equipped with drain holes. The tray shall have the ability to extend a minimum of 3 inches beyond the opening of the battery compartment. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks made of an insulated material to prevent corrosion. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray.

Access to the battery tray shall be from outside the bus. The access door to the battery box shall swing up at a minimum 60 degrees to the horizontal plain. With the compartment door lock not in the locked position the door shall remain in the closed position when the bus is traveling at any safe speed or making any safe type of turning maneuver. The battery box shall be sealed to prevent road debris, dust, rain, snow or other forms of precipitation from entering the box, but shall not be air tight for safety reasons.

The vehicle shall be equipped with a rotary disconnect switch that removes 12V battery power from all bodybuilder loads while not interfering with OEM chassis electrical circuits.

3.8.3 WIRING

OEM's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with the requirements of these specifications and sized to provide proper overload protection for each individual circuit.

Entire harness system and mating electrical components are plug-connected with lock tab connectors; all terminals are machine crimped; all harnesses shall be covered in high temp conduit and all exterior under body/under hood connectors are IP67 rated sealed connectors.

All body wiring shall be run inside the body in a protected area. All wiring shall be in a loom and secured for maximum protection. Clamps shall be rubber or plastic coated to prevent them from cutting the wiring insulation.

When routing wiring under vehicle all wiring shall be encased in a loom and attached to the frame and sub-floor structure with proper fasteners and shall not be bundled with hoses. The

harness shall run in straight lines as close to chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails or routed inside the frame rails.

All fuses and relays (other than chassis OEM) shall be placed in an Electrical Panel. The panel shall be accessible through a hinged lockable door. Connection to OEM electrical system shall be accomplished through connectors supplied by chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit panel door that displays circuit fusing and identification information.

Complete “as built” wiring schematics shall be provided with each vehicle, specifically matching the vehicle provided with all options included.

A driver control console, within easy reach of driver and with unobstructed switches and controls shall be provided. The driver control console shall be of quality construction with sturdy framework, attached with nut and bolt fasteners (no self-tapping screws), and an access panel held in place by stainless steel machine screws. Overhead position is not acceptable. The driver console design and installation shall take into consideration radio and tablet equipment to allow clear and easy access to this equipment, console switches and controls. Console position shall allow easy and safe access by the driver in the driving position during service operation without taking his/her eye of the road. If attached to the OEM motor cover, then particular attention should be made for unit to be attached straight and flush to OEM console with plug in wire connectors to allow for removal and service.

Bidder Meets Section Specifications – 3.8 Electrical System	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.9 INTERIOR CLIMATE CONTROL

All climate control system controls shall be located within easy reach of the driver and shall be located on a control panel.

3.9.1 HEATING/AIR CONDITIONING/DEFROSTING

The HVAC units should have separate fan controls (3 speed minimum), for the front and rear.

OEM in dash heating/defrosting and air conditioning system shall be provided, maximum BTU rating available.

All HVAC system hoses and wires that pass within 12 inches of exhaust system shall be shielded in a manner to prevent heat damage.

Rear Heat: At minimum one output auxiliary heater mounted to the floor in the rear passenger area and identified on the floorplan must be provided by the manufacturer. The rear heater system shall be equipped with a vacuum operated heater control valve to be activated by the heater on/off switch.

The total output of the auxiliary heater system shall not be less than 65,000 BTU. Heater booster circulator pumps are required to force air up and assist in proper circulation of air to rear of the bus. Booster pumps are to be activated by the heater on/off switch. If booster pumps are not required, vendor is to explain why.

Rear Air Conditioner: TransAir or approved equal auxiliary rear air conditioner capable of producing at minimum 65,000 BTU. The condenser for the air conditioner shall be mounted on the roof of the vehicle and shall have a minimum of three fans cooling the condenser with automatic reset. The evaporator shall be mounted at the wall ceiling junction at the rear of the bus. Evaporator drain shall run downhill from evaporator housing. Drains must be installed to prevent puddles of water from being retained in the system. The refrigerant lines to the evaporator must be adequately supported between the wall of the bus and the evaporator. All refrigeration, heater and drain lines that enter the passenger compartment shall be encased in a rigid material, fiberglass, aluminum, etc. that harmonizes with the interior to prevent injury to passengers in the event of line eruption. Protective grommets shall be provided at points where refrigeration, heater and drain hoses penetrate metal or other materials. The air conditioning system shall use environmentally friendly refrigerant. The entire air conditioning system, including add-ons, shall utilize the same type of refrigerant supplied by the chassis manufacturer. The evaporator and condenser must be matched to the compressor as per manufacturer's recommended installation instructions.

3.10 INTERIOR PANELS

Sidewall rear wall, and ceiling trim panels shall be melamine, ABS plastic, FRP, smooth fiberglass gel coat, vinyl, or polypropylene fiber applied in one or more sections. Trim molding of stainless steel, anodized aluminum, FRP or ABS plastic shall be used to cover seams. The trim molding shall be continuous except at the door openings, wheel well and fuel intake line covers and run the entire length of each seam covered.

Panels shall be supported to prevent, buckles, vibration, drumming or flexing and particular care shall be exercised to keep the body light fixtures from weaving or bouncing when the coach is in service. The ceiling panels shall be supported to prevent sagging.

The interior of the driver’s area shall be padded with 1/4-inch foam and covered with vinyl to aid in noise reduction.

All ceiling, sidewalls, and rear bulkhead shall be upholstered vinyl interior, light gray.

All panels shall be the same color and coordinated with the interior colors of the vehicle.

3.11 SIGNAGE AND DECALS

All signs required by state and federal law regarding safety and operating procedures shall be affixed to each vehicle exterior and interior. Manufacturer shall place at least one international symbol of accessibility on the vehicle in concurrence with ADA regulations. Interior and exterior signs may be decals. Decals must be 3M premium grade vinyl or equivalent.

Bidder Meets Section Specifications – Climate Control/Interior Panels/Signage & Decals	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.12 SEATING

3.12.1 GENERAL

The Bidder shall provide a detailed floorplan and seating drawing, to scale, and meeting passenger-seating and loading requirements. Drawing shall show the location and dimensions of all seating positions, drivers position, aisles, doors, stanchions, grab rails, tie down locations, and other passenger assists as applicable.

All seating, including driver, shall comply with applicable FMVSS requirements.

3.12.2 PASSENGER SEATING

All passenger seating shall be Freedman Feather Weight Mid-Hi or approved equal and meet the following requirements. All seats shall be covered with Freedman Level 4 D-90 Vinyl #117 Wine or approved equal.

Seat installation shall meet FMVSS 207 standards.

Seat Dimensions

- Hip to knee room: 28 inches nominal (maximum available)

- Aisle width: 16* inches nominal (maximum available)
- * To be measured at seated passenger hip height.

Back of permanent ambulatory passenger seats to exclude rear seats against the back of the bus should be covered with a plastic protective cover, ABS seat backs or approved equal, eight total seats.

Each seat position, including flip folding seats, shall be equipped with a passenger restraint system, which meets current FMVSS requirements, intended to hold passengers in a secure seated position during normal operations. All seat belts shall be Freedman USR (Under Seat Retractor), or approved equal. Seat belts shall meet or exceed FMVSS 207/209 (seat belt assemblies, performance and strength) and FMVSS 210 (seat belt mounting certification). The passenger seats, frames and seat belts should operate as a complete system. Two 24” seat belt extenders shall be provided.

Flip folding seats are to be Freedman Feather Weight Flip Seats or approved equal in the perimeter style (aisle facing) shown in the desired floorplan. Fabric to match all other passenger seats. The flip seat operation shall require no more than one step to deploy. The seat cushion shall lock in both the up and down position, and be released with the use of one lever.

The underneath area of the seat shall appear finished without exposed seat springs or seating material and protected by a trim piece when folded up.

Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure.

3.12.3 DRIVER’S SEATING

A power driver’s seat (OEM driver’s seat preferred however approved equals can be submitted) shall be provided with forward and rearward adjustment, right side armrest, lumbar support, reclining feature, and high back. The seat shall be upholstered in Freedman Level 4 D-90 Vinyl #117 Wine fabric or approved equal to match passenger seating. Driver’s shoulder seatbelt must be vertically adjustable.

Bidder Meets Section Specifications – 3.12 Seating	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.13 FLOOR AND FLOOR COVERING

3.13.1 FLOOR

Sub floor structure shall be designed and assembled for a minimum trouble free service life of 5 years. The sub floor structural members shall be made from steel with a minimum yield strength of 36,000 psi or approved equal. Sub floor frame shall be mounted to OEM alternate frame spacers. Additionally, wheelhouse assemblies shall be made of corrosion resistant 12 gauge (minimum) steel construction and fully welded to floor and side framework.

Wheelhouses shall be covered with a plastic molded cover. No screws shall protrude into the underside of the wheelwell.

The floor decking shall be a 5/8" thick single piece of wood with moisture barrier laminated to upper surface and moisture sealed edges.

A sealant shall be used in body to floor corners to provide a water resistant seal as an aid in floor cleaning.

The cab floor shall have the OEM insulated floor covering.

3.13.2 FLOOR COVERING

The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2 millimeter Altro Transflor Meta, Pewter Grey, or approved equal. Flooring edges shall be edge welded to provide a completely sealed floor. The floor covering shall not shrink during the service life of the vehicle. The floor material shall be securely bonded to the under structure and rolled smooth. The adhesive used to bond the floor material must be backed by a manufacturer's warranty of no less than five (5) years for installation and adhesive. The method and procedure used to fasten the floor covering to the under structure shall be approved by the floor covering manufacturer.

There shall be molded plastic, fiberglass, hard rubber, aluminum or FRP cove molding between sidewalls and floor for ease of cleaning. The cove molding shall be one continuous piece along each wall except when interrupted by such items as wheelwell, fuel line, interior corner covers, and door openings. Molding shall be coved up the side 10" to run up to the sidewall.

An access panel for ease in maintenance of the fuel pump shall be provided.

3.14 DOORS

3.14.1 GENERAL

Four (4) sets of keys for all door locks shall be supplied.

All doors shall be properly sealed to prevent entry of air drafts and water into vehicle interior including spray from commercial vehicle wash equipment and driving rain.

Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt, magnesium chloride, and other exterior elements without cracking, leaking, loosening, or deteriorating.

3.14.2 PASSENGER ENTRANCE DOOR

The passenger entry door must be dual panel, swing out type, electrically operated and have two windows.

Door Opening: Minimum 41” wide, with a minimum 38” wide by 75” high clear opening without entrance grab handles. With grab handles, door dimensions shall be minimum 35” wide.

Entry door to include weatherproof exterior toggle switch. Exterior entry door switch is to be active only with ignition power on.

Entry door emergency release shall be easily accessible and clearly identified.

3.15 SERVICE COMPARTMENTS AND ACCESS DOORS

Access for maintenance and replacement of equipment shall be provided through panels and doors that appear to be an integral part of the vehicle.

Access doors shall be provided, where necessary, to service transmission, engine, radiator, ramp, batteries, and/or HVAC components.

An access door shall be made to access the overhead compartment for all destination sign equipment.

A lockable driver’s storage compartment shall be provided with keyed locks. *The size and location shall be approved by APT prior to production.*

3.16 WINDSHIELD AND WINDOWS

Side windows shall be a flat black, aluminum frame, egress transit type or top T-sliding panel type that meets all applicable Federal and State Motor Vehicle Safety Standards. The T-sliders shall be located at the top of the window. Minimum passenger window size shall be 30 inches wide by 36 inches high.

There shall be a minimum of two (2) emergency exit hinge out windows on each side of the vehicle. Decals with instructions as to their use shall be provided and shall be permanently fastened on the inside of the vehicle, located over or beside the emergency windows. The emergency exit windows shall comply with FMVSS requirements. The emergency release handle will meet FMVSS 217 requirements and shall not return to the locked position automatically; it shall require the driver or other authorized person to manually relock it.

A full window shall be provided in the transition panel between the windshield and the ambulatory passenger door(s) to eliminate the blind spot created by the transition panel and enable the driver to view the curb from the driver’s seat. The body panel partition between the transition window and entrance doors shall be as narrow as possible to maximize the driver’s view of the area around the entrance doors.

All windows shall be fitted with durable, firmly installed, weather seals to prevent the entrance of air and water, including spray from commercial vehicle wash equipment and driving rain. Materials

used for weather seals shall be designed to withstand varying temperature extremes, road splash, magnesium chloride, salt and other exterior elements without cracking, leaking, loosening or deteriorating. Caulking around the windows shall only be used as a seal, not to make up for body defects or out of tolerance window openings. Windows shall have no sharp edges or protrusions.

The windshield and driver door glass shall be OEM glass and uniformly tinted. Windshield shall have a heavier tint band above eye level, if available from OEM.

The windshield will be equipped with minimum two-speed electric windshield wipers with intermittent feature.

3.16.1 REAR EMERGENCY WINDOW

A rear emergency window shall be provided in lieu of an emergency exit door. The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window. Window shall be equipped with an audible alarm system to alert the driver when the window is not completely closed.

Bidder Meets Section Specifications – Floor/Doors/Windshields/Windows	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.17 LIGHTING

3.17.1 EXTERIOR LIGHTING

The vehicle shall be equipped with center-top mounted third brake light, tail brake lights, rear turn signals, back-up lights, and state license tag lights that are LED fixtures. All rear exterior lights integrated into rear ABS Cap.

All exterior lights shall conform to State of Colorado and U.S. Department of Transportation requirements and meet the requirements of FMVSS/DOT specifications.

Daytime running lights are to be provided.

3.17.2 INTERIOR LIGHTING

The interior passenger area shall be equipped with LED surface lights. Adequate lighting should be provided given the size of the vehicle length and wheelbase. Lights shall activate when the entrance doors are opened and turn off when the doors are closed.

The ramp area shall be equipped with one (1) exterior overhead door light and two (2) LED stepwell lights to illuminate the entry floor/ramp platform, per USDOT ADA regulations. These lights shall activate when the ramp is deployed and turn off when the ramp is stowed.

The driver's seat and instrument panel area shall have an OEM flush-mounted ceiling light to provide general illumination. The light shall be controlled by the operator through OEM switch on the front console and shall illuminate without ignition activation.

All interior lighting fixtures shall be reasonably flush with the interior walls and ceiling to prevent a hazard to passengers.

3.18 FINISH AND COLOR

All exterior surfaces shall be smooth and free of visible wrinkles and dents. Exterior surfaces to be painted shall be properly cleaned and primed as appropriate for the paint used, prior to application of paint to assure a proper bond between the basic surface and successive coats of paint for the service life of the vehicle. Paint shall be applied smoothly and evenly with finished surface free of dirt, runs, and other imperfections.

The proposer shall, as a minimum, provide a low VOC coating system that meets the following minimum requirements.

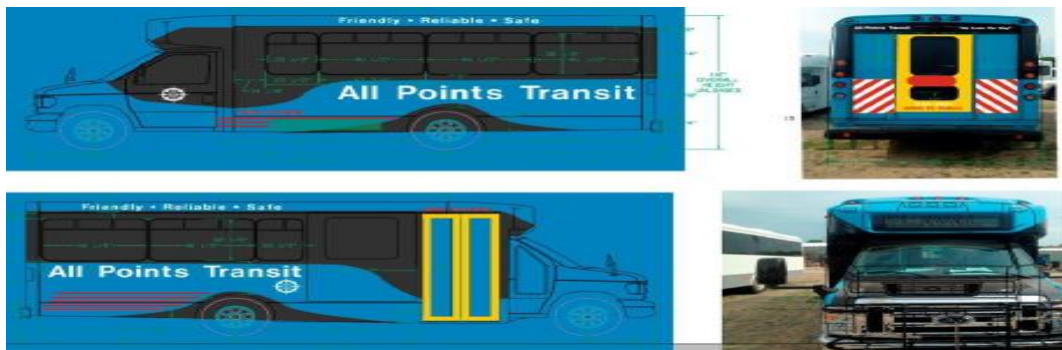
- Primer - Corrosion resistant primer that is compatible with the basecoat/clearcoat system.
- Basecoat/clear-coat System – Two-part system basecoat/clear coat, low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant.

The system shall have hardness, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics.

Interior finish in the driver's area shall be a non-reflective material and/or flat grey color.

3.18.1 EXTERIOR PAINT AND GRAPHICS

APT requires the following paint and graphic scheme to be bid for the vehicle.





The back of the bus should include red and white striping, with the above picture showing the correct direction of the striping, A shaped, not V shaped.

The previous paint used is Sherwin Williams paint with a blue code of 70923 and the black code of 1738. The font for the wording on the buses is Ariel Bold.

Paint and graphics can be completed either at the factory or at a specified dealer location in Colorado, with preference being lower cost and adequate warranty against defects.

3.19 STANCHIONS AND GRAB RAILS

All stanchions and grab rails shall be 1 - 1/4-inch stainless steel. Vertical stanchions shall be secured top and bottom with bolts to ceiling and floor metal framing to prevent twisting. All stanchions shall be mounted at floor and ceiling into the structural metal body member or metal plate.

There shall be a vertical stanchion, grab rail, and padded modesty panel located behind the driver's seat. There shall be a smoked, shatterproof, plexiglass 3/8" thick panel filling the area from the ceiling to the grab rail and the stanchion to the wall, shock mounted to prevent rattle. The purpose of this panel is to protect the driver from being hit with objects from behind. Panel must not impair driver's seat adjustments.

Overhead rails required by ADA provisions shall be at height of 71 inches to the top of the handrails from vehicle floor. The rails shall be fastened into structural metal body members or metal plates.

Handrails and stanchions shall be provided at the entrance of the vehicle. Fastening shall be by bolts - screws will not be acceptable. The front side of the stanchion shall include a handle for boarding and aligned with entry door grab handles.

3.20 MIRRORS

Two remote control, adjustable, heated side-mounted exterior rearview mirrors, Rosco or approved equal. The exterior rear-view mirrors shall be firmly supported and set to give a clear view past the left and right corners of the vehicle. The exterior mirror supports must be of sufficient length to

allow a clear view along the entire side of the vehicle.

One (1) crossover (convex) mirror to be mounted at the front right corner of the vehicle.

Mirror frames and supports shall have a corrosion resistant finish. Mirrors shall meet SAE-recommended standards and 49 CFR 393.80 as appropriate.

Vehicle is to include a rear vision mirror with non-glare, day-night feature.

One 4 x 13 or 6 x 16 inch interior passenger-viewing mirror shall be provided and mounted in such a way to allow the driver to easily view passenger activity in the vehicle from the driver's seat.

Bidder Meets Section Specifications – Lighting/Finish and Color/Stanchions/Mirrors	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.21 WHEELCHAIR / MOBILITY AID ACCESS

3.21.1 Ramp.

The entry ramp shall be Braun Corporation RA 300 Bifold Transit Ramp or approved equal, designed to let wheelchair and ambulatory passengers enter the bus once the ramp is fully deployed.

Entry ramp shall be rated at 1,000 lbs.

Entry ramp shall be 62 inches minimum and provide a 1:6 angle when deployed to the ground with bus in knelt position.

Steps are not allowed and all passengers shall enter by way of passenger door.

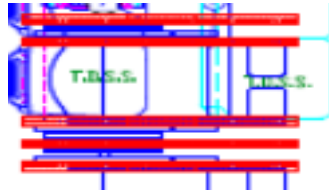
The ramp surface shall be continuous and made skid resistant. It shall have no protrusions from the surface greater than ¼ inch and shall accommodate three or more wheeled mobility aids.

3.22 WHEELCHAIR/MOBILITY AID SECUREMENT SYSTEM

Securement system shall be Q'Straint QRT Deluxe Series or approved equal.

Floor anchorage points shall be Q'Straint L-Track or approved equal, utilizing corrosion resistant steel or aluminum and usable for front or rear tie downs or shared by both. All anchorage points shall be recessed and nominally flush with the floor to prevent a tripping hazard. Recessed area shall be sealed prior to anchorage point installation to prevent the intrusion of water. Anchorage points shall be secured in accordance with all applicable FMVSS regulations.

APT requires the following wheelchair L track placement design to accompany each wheelchair position. Price accordingly, as this amount of L Track is in addition to standard L track provided at each wheelchair position. Include this track placement on all submitted floorplans.



For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system corresponding with the QRT Deluxe restraint requirements shall also be provided that is wall mounted and adjustable. Occupant restraint system shall meet ADA requirements and all applicable FMVSS requirements. Lap belt, included as part of the occupant restraint system, shall be 108 inches.

The Freedman TDSS system or approved equal shall be provided with each flip seat if possible given the flip seat type bid. If not feasible, a storage pouch shall be provided and mounted to safely and securely store tie down straps when not in use.

Passenger Stop Request: Controls shall be provided adjacent to the wheelchair securement locations and seats for requesting stops and which alerts the driver that a passenger wishes to disembark. This shall include both audible (chime) and visual (stop request) system. For ambulatory passengers, the audible controls shall be mounted at a height easily accessible for the passengers to use with a pull cord. For mobility-impaired passengers, the controls shall be mounted no higher than 48 inches and no lower than 15 inches above the floor. All controls shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist.

Bidder Meets Section Specifications – 3.21 & 3.22 Wheelchair/Mobility Aid Access/Securement	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.23 VEHICLE SAFETY REQUIREMENTS

The instrument panel shall be OEM and have lamps sufficient to illuminate all instruments. All

instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Each vehicle instrument panel shall be equipped with at least the following: Engine Temperature Gauge; Fuel Tank Level Gage; Speedometer with Trip Odometer; and Voltmeter.

Visible and audible warning devices shall be installed to inform following vehicles and pedestrians of reverse operations. Devices should be connected with back-up lights to produce an intermittent sound to warn others while vehicle movement is in reverse.

OEM horn(s) shall be provided.

Driver and co-pilot position sun visors, to match vehicle interior, shall be provided.

Driver's coat hook and retaining strap shall be provided in the driver's area.

Vehicle shall be equipped with one (1) roof ventilation/escape hatch nominally centered in the vehicle roof. Roof ventilation/escape hatch features shall include five-position ventilation (minimum), rubber gasket to prevent leaks and emergency exit capability.

A minimum five (5) pound dry powder type fire extinguisher, with gauge and hose, U.L. approval shall be provided. A bracket to securely hold fire extinguisher inside of vehicle shall be provided and vendor shall mount this bracket to a location in the vehicle.

A three (3) triangle reflector kit shall be provided in an easily accessible location.

At minimum, a sixteen (16) unit first aid kit shall be provided in an easily accessible location.

A Body Fluid Cleanup Kit shall be provided in an easily accessible location.

All vehicles shall come equipped with: seat belt cutter, fire blanket, working flashlight, reflective vest, chock blocks (2).

Chassis OEM manufacturer's AM/FM/CD Radio, plus four (4) speakers, two (2) in front and two (2) in rear shall be provided.

Public Address System: The system should be tied into the radio permitting the driver to announce stops and provide other passenger information. The vehicle shall be equipped with a minimum of four (4) interior speakers and one (1) exterior weather proof speaker, which shall provide for clear, audible messages. A separate volume control shall be provided within easy reach of the driver. The system shall be muted when not in use. The microphone shall be handheld microphone located adjacent to the driver. The handheld microphone shall be secured within the driver's range of vision and easy reach.

Vehicle shall be equipped with emergency flashers that operate even if brake pedal is depressed.

Vehicles must be clean, exterior and interior, upon delivery.

Yield to Bus Sign: The sign will illuminate and warn the driver of a vehicle behind the transit bus that the driver is required to yield when the bus is entering a traffic lane and also illuminate when the driver of the transit bus is attempting to enter a traffic lane. The sign will be located on the back of the transit bus and be controlled through integration into the left turn signal.

Bidder Meets Section Specifications – 3.23 Vehicle Safety Requirements	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.24 DESTINATION SIGN

Luminator Twin Vision Mobilite automatic electronic destination sign system or approved equal. Signs shall be supplied on the front and right side. Signs must comply with ADA requirements and be of the largest size the bus will accept.

3.25 BIKE RACK

Sportworks DL2 or equivalent bike rack mounted on the front bumper. The bike rack must be easily removed for towing.

3.26 FAREBOX

Diamond NV Farebox serial number 7189 or 11566 with two vaults or approved equal. Farebox is to be mounted to the vehicle prior to delivery. Mounting location determined by APT at the time of order.

Bidder Meets Section Specifications –Destination Sign / Bike Rack / Farebox	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

3.27 WARRANTY

Minimum warranty coverage shall be as follows:

OEM Chassis: Engine, Transmission, Axles:	3 years / 36,000 miles
Body Structural:	5 years / 100,000 miles
Wheelchair Ramp Parts	3 years / unlimited miles
Wheelchair Ramp Labor	1 year / unlimited miles

Bidder Meets Section Specifications – 3.26 Warranty	
Yes	
No	
Noted Exceptions (list all section exceptions for consideration here):	

4 Bid Attachments

4.1 Attachment 1 – Receipt of Addenda

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

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. ___1 Dated _____

Addendum No. ___2 Dated _____

Addendum No. ___3 Dated _____

Addendum No. ___4 Dated _____

Addendum No. ___5 Dated _____

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

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.2 Attachment 2 – Delivery Schedule

The bidder shall furnish the following delivery information that will become part of any contract entered into pursuant hereto.

Each specified unit shall be delivered to APT in First Class condition and Contractor shall assume all responsibility and liability incidental to paid delivery.

Bidder/Contractor acknowledges daily liquidated damages fee of \$100 per calendar day if delivery is made after agreed delivery date.

Number of days to commence delivery subsequent to receipt of finalized contract:

4.3 Attachment 3 - Contractor Service and Parts Support Data

– **Location of Technical Service Representative in Colorado**

Name: _____

Address: _____

Telephone: _____

Describe technical services readily available from said representative:

– **Location of Parts Distribution Center in Colorado**

Name: _____

Address: _____

Telephone: _____

Describe the extent of parts available at said center:

– **Policy for delivery of parts and components to be purchased for service and maintenance:**

Regular method of shipment: _____

Cost to APT: _____

4.4 Attachment 4 – ADA Certification

The bidder hereby certifies that it will comply with the requirements contained in this IFB relating to vehicle design or special equipment required by the Americans with Disabilities Act of 1990.

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.5 Attachment 5 – Federal Motor Vehicle Safety Standards (FMVSS) Certification

_____ hereby certifies that the vehicle offered meets
(Manufacturer's Name)

all applicable U.S. Federal Motor Vehicle Safety Standards.

The Bidder and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted vehicle will not be subject to FMVSS regulations.

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.6 Attachment 6 - Transit Vehicle Manufacturers (TVM) Certification

The Bidder, if a Transit Vehicle Manufacturer (TVM), hereby certifies that is has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goals apply to Federal Fiscal Year _____ and have been approved or not disapproved by FTA (circle one).

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

Name of TVM Manufacturer / Dealer

Authorized Signature of Representative Date

Type or Print Name Title

4.7 Attachment 7 – Buy America Certification

Certification of Compliance

The bidder or offeror (manufacturer) hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(c), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR 661.11.

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

Certification of Non-Compliance

The bidder or offeror (manufacturer) hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(c), and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.8 Attachment 8 – Government-Wide Debarment and Suspension (Nonprocurement)

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or

(3) Requires the consent of a Federal official, and

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

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

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

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.9 Attachment 9 – Certification of Restrictions on Lobbying

I, _____ (Name and Title), hereby certify on behalf of: _____ (name of bidder/company name) to the best of my knowledge and belief, the following is accurate, complete, and current as of _____ (Date).

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements and that all sub recipients shall certify and disclose accordingly.

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

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

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.10 Attachment 10 – Certification of Bus Testing Program

In accordance with the requirements of 49 CFR Part 665,

(Manufacturer's Name)

certifies that the vehicle model offered in this bid submission comply with 49 CFR Part 665.

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

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

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.11 Attachment 11 – Illegal Alien Addendum

Required in all Public Contract for Services by House Bill 06-1343, Enacted by the Colorado General Assembly and Approved by the Governor on June 6, 2006

- a. By its signature, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Contractor has participated or attempted to participate in the basic pilot employment verification program (“Basic Pilot Program”) created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security.
- b. Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Contract; and that it shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- c. Contractor has verified, or attempted to verify, through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. If Contractor has not been accepted into the Basic Pilot Program prior to entering into this Contract, Contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or work under this Agreement has been completed, whichever is earlier. This requirement shall not apply if the Basic Pilot Program is discontinued.
- d. Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).
- g. If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Contract for breach. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.

Company Name: _____

Name of Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

4.12 Attachment 12 – Price Sheet

Base Bid Price:

Total, one unit FOB Montrose \$ _____

Other Optional Equipment or Spare Parts (itemize):

1. \$ _____

2. \$ _____

3. \$ _____

Total, optional items per unit: \$ _____

Grand Total, one unit + optional equipment
FOB Montrose: \$ _____

4.13 Attachment 13 – Description of Type of Entity and Signature Pages

If an individual: _____

doing business as: _____

by: _____

If a partnership: _____

doing business as: _____

by: _____, General Partner

If a corporation: _____

doing business as: _____

by: _____, President

Attest: _____, Secretary

Business address of Bidder:

Telephone Number

Fax Number

E-mail Address